



**Bid Fax: (819) 997-9776**

## Gatineau, Québec K1A 0S5

Date \_\_\_\_\_

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Solicitation No. - N° de l'invitation  
87055-160176/A  
Client Ref. No. - N° de réf. du client  
87055-160176

Amd. No. - N° de la modif.  
File No. - N° du dossier  
87055-160176

Buyer ID - Id de l'acheteur  
pv941  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, Pricing Tables, Electronic Payment Instruments, Standing Offer Usage Reporting and Complete List of Directors.

### **1.2 Summary**

- 1.2.1 The Canadian Nuclear Safety Commission of Canada has a requirement for a Regional Individual Standing Offer for the provision of compressed gasses and the rental of their associated cylinders on an "as and when" requested basis.

The Regional Individual Standing Offer will be put in place for one year from date of issuance with an option to extend for up to two (2) additional one (1) year periods under the same terms and conditions and at the same prices specified in the Regional Individual Standing Offer.

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

### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006(2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

#### 2.1.1 SACC Manual Clauses

M1004T	Condition of Material - Offer	2016-01-28
M0019T	Firm Prices and/or Rates	2007-05-25

### 2.2 Submission of Offers

Offers 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 Request for Standing Offers.

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

### 2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (three hard copies)  
Section II: Financial Offer (one hard copy)  
Section III: Certifications (one hard copy)

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, Offerors should:

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B - Pricing Tables. The total amount of Applicable Taxes must be shown separately.

The Offeror must quote firm unit prices, DDP Destination, freight charges to destination and all applicable customs and duties must be included if applicable.

### 3.1.1 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.1.2 Estimated Quantity

The estimated quantity of goods specified in Annex B – Pricing Tables, are only an approximation of requirements given in good faith. The making of a Standing Offer by the Offeror will not constitute an agreement by Canada or any Identified User to order any or all of the said goods or services.

### 3.1.3 Exchange Rate Fluctuation

C3011T                      Exchange Rate Fluctuation                      2013-11-06

## Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

All offers submitted shall be completed in full and provide all of the information requested in the Request for Standing Offer (RFSO) package to enable a full and complete evaluation. If the requirement is not addressed in the Offeror's offer, the offer will be considered incomplete or nonresponsive and will be rejected. The onus is on the Offeror to provide all the information necessary to ensure a complete and accurate assessment.

#### 4.1.2 Factors for Evaluation

1. **PRICING BASIS (MANDATORY):** Prices must be firm, DDP Delivered Duty Paid.

2. **ABILITY TO MEET THE TECHNICAL REQUIREMENT (MANDATORY):**

a) **For Items Defined by Specifications:**

The Offeror MUST cross reference the mandatory technical criteria contained herein to their offer.

b) Supporting technical documentation for the stores offered shall be

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provided with the bid at time of bid closing.

Technical brochures or technical data MUST be provided to verify compliance to the technical mandatory specifications.

3. COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)
4. Please note that the requirements of the Federal Contractors Program for Employment Equity may apply - see herein.

#### **4.1.3 Financial Evaluation**

The price of the bid will be evaluated as follows:

The lowest evaluated price will be established using the following criteria:

- a) Prices will be evaluated in Canadian Funds including any applicable Excise Taxes and Canadian Customs Duty (if applicable) and the total amount of applicable taxes must be shown separately. For evaluation purposes, bids received in a foreign currency will be converted to Canadian funds using the appropriate rate of exchange using the rate quoted by the Bank of Canada as being in effect on date of bid closing.
- b) Prices will be evaluated on a DDP Ottawa, Ontario
- c) For bid evaluation purposes only, the total bid price will be determined by adding the cost of the total firm price for the Standing Offer period with the cost of the total firm price for the option years. The estimated quantities identified will be used for each destination per year.

#### **4.2 Basis of Selection**

##### **4.2.1 Basis of Selection – Mandatory Technical Criteria Only**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

#### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.



## 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### 6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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) (<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

2005(2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "E". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: **TO BE FILLED IN ONLY AT STANDING OFFER ISSUANCE**);
- 2nd quarter: **TO BE FILLED IN ONLY AT STANDING OFFER ISSUANCE**);
- 3rd quarter: **TO BE FILLED IN ONLY AT STANDING OFFER ISSUANCE**);
- 4th quarter: **TO BE FILLED IN ONLY AT STANDING OFFER ISSUANCE**).

The data must be submitted to the Standing Offer Authority no later than seven (7) calendar days after the end of the reporting period.

### 6.4 Term of Standing Offer

#### 6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to \_\_\_\_\_. **(TO BE FILLED IN ONLY AT STANDING OFFER ISSUANCE)**

#### 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority three days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point specified at Annex "A" of the Standing Offer.

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Christina Martins  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial Consumer Products Directorate  
11 Laurier Street, 6A2, Phase III  
Place du Portage, Hull, Quebec, K1A 0S5

Telephone: 613-355-1973  
Christina.Martins@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 6.5.2 Technical Authority (TO BE FILLED IN ONLY AT STANDING OFFER ISSUANCE)

The Technical Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer. The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 6.5.3 Offeror's Representative (TO BE FILLED IN)

The telephone number (with extension if applicable) of the person responsible for:

#### General enquiries

Name: \_\_\_\_\_  
Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### Delivery Follow-up

Name: \_\_\_\_\_  
Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Identified Users

Identified User authorized to make call-ups against the Standing Offer are authorized representatives of the Canadian Nuclear Safety Commission.

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## 6.7 Call-up Procedures

- 6.7.1 Authorized Call-ups against this Standing Offer must be made using duly completed forms identified in Part 6A, Paragraph 6.8 by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- 6.7.2 No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
- 6.7.3 If by error or omission the Identified User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- 6.7.4 Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.
- 6.7.5 For urgent requirement only Identified Users may request goods/services by telephone/facsimile/ e-mail which must be followed up by issuing a call-up or equivalent document no later than the next working day, to confirm the request for goods. Call-ups paid for by Acquisition Cards as an alternative to other payment methods must be made as specified in 6.7.1 through identified in the Standing Offer 6.7.5.

## 6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer.

## 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00CDN (Applicable Taxes included).

Requirements exceeding this amount must be submitted to PWGSC in the form of a funded requisition (9200) for processing against the Standing Offer.

## 6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Applicable Taxes excluded) **(TO BE FILLED IN ONLY AT STANDING OFFER ISSUANCE)** unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 6.11 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A; (2016-04-04), General Conditions – Goods (Medium Complexity);
- f) Annex A, Requirement;
- g) Annex B, Pricing Tables;
- h) Annex D, Standing Offer Usage Reporting;
- i) Annex E, List of Products; and
- j) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 6.12 Certifications and Additional Information

### 6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

## 6.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 6.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

### 6.2 Standard Clauses and Conditions

#### 6.2.1 General Conditions

2010A(2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### 6.3 Term of Contract

#### 6.3.1 Period of the Contract

The period of the Contract is from Contract award to \_\_\_\_\_ inclusive **(FILLED IN UPON AWARD)**.

### 6.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

### 6.3.3 Shipping Instructions - Delivery at Destination

1. Shipment shall be consigned to the destination specified herein and delivered: for shipments from a commercial supplier.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

## 6.4 Payment

### 6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, as specified in Annex B – Pricing Tables. Customs duties are included and the total amount of applicable taxes must be shown separately.

### 6.4.2 Limitation of Expenditure

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

### 6.4.3 SACC Manual Clauses

H1000C

Single Payment

2008-05-12

#### 6.4.4 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### 6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown below for certification and payment.

Canadian Nuclear Safety Commission – Finance  
Accounting Operations Section  
P.O. Box 1046, Station B  
Ottawa, ON  
K1P 5S9
  - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - (c) one (1) copy must be forwarded to the consignee.
  - (d) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

#### 6.6 SACC Manual Clauses

B1505C	Shipment of Hazardous Materials	2016-01-28
B7500C	Excess Goods	2006-06-16
G1005C	Insurance	2016-01-28

## ANNEX "A" REQUIREMENT

The Canadian Nuclear Safety Commission Laboratory (CNSC Lab) has a requirement for a laboratory gas supplier who must meet all of the mandatory technical requirements as specified below and the mandatory evaluation criteria as specified at Part 2.1 - Mandatory Technical Evaluation Criteria. The requirement must include all of the following:

Delivery will be made to the following address:

CNSC – LAB  
Canadian Nuclear Safety Commission  
3484 Limebank Road  
Ottawa, ON  
K1V 1E1  
Canada

### 1.0 Gas Purities

DESCRIPTION	PURITY REQUIRED
Liquid Nitrogen (LN)	>99.98% (1)
Liquid Argon (Ar)	>99.99% (2)
Ar/O <sub>2</sub> Mixture	>99.999%
Oxygen (O <sub>2</sub> )	>99.999%
Helium (He)	>99.999%
Hydrogen (H <sub>2</sub> )	>99.999%
Compressed Air	Class 6 (ISO 8573)
P-10 gas (10% CH <sub>4</sub> + 90% Ar)	Research grade

Notes:

1. Liquid Nitrogen contamination level required:

O <sub>2</sub> Oxygen	<3 ppm
Argon	<200 ppm
C <sub>x</sub> H <sub>y</sub>	<0.1 ppm
H <sub>2</sub> O Water	<5 ppm

2. Argon contamination level required:

O <sub>2</sub> Oxygen	<2 ppm
N <sub>2</sub> Nitrogen	< 10 ppm
CO Carbon Oxide	<0.5 ppm
CO <sub>2</sub> Carbon Dioxide	<0.5 ppm
CH <sub>4</sub> Methane	<0.5 ppm
H <sub>2</sub> O Water	<5 ppm

### 2.0 DELIVERY RESPONSE TIMES

- a. Liquid Nitrogen (LN) must be delivered within one business day after receiving a request.  
b. All gases listed in 1.0 Gas Purities excluding Liquid Nitrogen (LN) must be delivered within five business days after receiving a request.

### 3.0 ADDITIONAL REQUIREMENTS

- a. Each cylinder must fit through 38-inch-wide doors.  
b. The liquid nitrogen and liquid Ar must come in cylinders of ~240 L on wheels for easy maneuver.



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The requirement also includes the option to purchase the gases listed in Table 1.0 Gas Purities on an as and when requested basis:

The requirement must work and operate at all times in accordance with the following mandatory technical requirements and the mandatory evaluation criteria as specified below at Part 2.1 - Mandatory Technical Evaluation Criteria.

ITEM	CRITERIA	REFERENCE TO SUBSTATNTIATION IN THE TECHNICAL BID.
1.	Each cylinder must fit through 38-inch-wide doors	
2.	The liquid nitrogen and liquid Ar must come in cylinders of ~240 L on wheels for easy maneuver.	

## ANNEX "B" PRICING TABLES

The Offeror shall be paid firm unit prices, Delivery Duty Paid (DDP) (as per individual call-up), freight charges to destination and all applicable Customs duties and Excise taxes included. The total amount of applicable taxes must be shown separately, as detailed below for the items and period identified.

NOTE: Offerors must propose pricing for all items listed in each of the tables below. To be considered compliant. Offerors must submit firm prices for the Standing Offer Period and the two option periods (Option Year 1 and Option Year 2).

The Bidder must provide all of the pricing requested in the following Tables in accordance with Article 6.6.1 - Basis of Payment.

**Table 1: Initial (Base) Requirement of one (1) year**

Item	Description	Purity Required	Estimated Annual Qty.	Unit of Issue /per m3	Firm, All Inclusive Unit Price	Extended Price (Number of Units X Firm, All Inclusive, Unit Price)
1.	Liquid Nitrogen (LN)	>99.98% (1)	240 L/cylinder x 78 cylinders	/per m3	\$	\$
2.	Liquid Argon (Ar)	>99.99% (2)	240 L/cylinder x 6 cylinders	/per m3	\$	\$
3.	Ar/O <sub>2</sub> Mixture	>99.999%	1 cylinder (6.9 m <sup>3</sup> )	/per m3	\$	\$
4.	Oxygen (O <sub>2</sub> )	>99.999%	3 cylinders (20.7 m <sup>3</sup> )	/per m3	\$	\$
5.	Helium (He)	>99.999%	1 cylinder (6.9 m <sup>3</sup> )	/per m3	\$	\$
6.	Hydrogen (H <sub>2</sub> )	>99.999%	2 cylinders (13.8 m <sup>3</sup> )	/per m3	\$	\$
7.	Compressed Air	Class 6 (ISO 8573)	3 cylinders (20.7 m <sup>3</sup> )	/per m3	\$	\$
8.	P-10 gas (10% CH <sub>4</sub> + 90% Ar)	Research grade	12 cylinders (77.5 m <sup>3</sup> )	/per m3	\$	\$
9.	Evaluated Price = Sum of Items 1 through 8					\$

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**Table 2 - Option Year 1**

Item	Description	Purity Required	Estimated Annual Qty.	Unit of Issue /per m3	Firm, All Inclusive Unit Price	Extended Price (Number of Units X Firm, All Inclusive, Unit Price)
1.	Liquid Nitrogen (LN)	>99.98% (1)	240 L/cylinder x 78 cylinders	/per m3	\$	\$
2.	Liquid Argon (Ar)	>99.99% (2)	240 L/cylinder x 6 cylinders	/per m3	\$	\$
3.	Ar/O <sub>2</sub> Mixture	>99.999%	1 cylinder (6.9 m <sup>3</sup> )	/per m3	\$	\$
4.	Oxygen (O <sub>2</sub> )	>99.999%	3 cylinders (20.7 m <sup>3</sup> )	/per m3	\$	\$
5.	Helium (He)	>99.999%	1 cylinder (6.9 m <sup>3</sup> )	/per m3	\$	\$
6.	Hydrogen (H <sub>2</sub> )	>99.999%	2 cylinders (13.8 m <sup>3</sup> )	/per m3	\$	\$
7.	Compressed Air	Class 6 (ISO 8573)	3 cylinders (20.7 m <sup>3</sup> )	/per m3	\$	\$
8.	P-10 gas (10% CH <sub>4</sub> + 90% Ar)	Research grade	12 cylinders (77.5 m <sup>3</sup> )	/per m3	\$	\$
9.	Evaluated Price = Sum of Items 1 through 8					\$

**Table 3 – Option Year 2**

Item	Description	Purity Required	Estimated Annual Qty.	Unit of Issue /per m3	Firm, All Inclusive Unit Price	Extended Price (Number of Units X Firm, All Inclusive, Unit Price)
1.	Liquid Nitrogen (LN)	>99.98% (1)	240 L/cylinder x 78 cylinders	/per m3	\$	\$
2.	Liquid Argon (Ar)	>99.99% (2)	240 L/cylinder x 6 cylinders	/per m3	\$	\$
3.	Ar/O <sub>2</sub> Mixture	>99.999%	1 cylinder (6.9 m <sup>3</sup> )	/per m3	\$	\$
4.	Oxygen (O <sub>2</sub> )	>99.999%	3 cylinders (20.7 m <sup>3</sup> )	/per m3	\$	\$
5.	Helium (He)	>99.999%	1 cylinder (6.9 m <sup>3</sup> )	/per m3	\$	\$
6.	Hydrogen (H <sub>2</sub> )	>99.999%	2 cylinders (13.8 m <sup>3</sup> )	/per m3	\$	\$
7.	Compressed Air	Class 6 (ISO 8573)	3 cylinders (20.7 m <sup>3</sup> )	/per m3	\$	\$
8.	P-10 gas (10% CH <sub>4</sub> + 90% Ar)	Research grade	12 cylinders (77.5 m <sup>3</sup> )	/per m3	\$	\$
9.	Evaluated Price = Sum of Items 1 through 8					\$

**Table 3: Total Aggregated Bid Price:**

Item	Description	Evaluated Price
1	Table 1: Initial Requirement	As per Evaluated Price from Table 1
2	Table 2: Option Year One	As per Evaluated Price from Table 2
3	Table 3: Option Year Two	As per Evaluated Price from Table 3
4	Total Aggregated Bid Price	Sum of Items 1 through 8 for Tables 1 through 3

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**ANNEX “C” to PART 3 OF THE REQUEST FOR STANDING OFFERS –  
ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);

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**ANNEX "D"**  
**STANDING OFFER REPORTING**

Instructions for submission of standing offer usage data. The Contractor must e-mail the information identified below in the form of an electronic spreadsheet in the format below, to the following address:

[christina.martins@pwgsc.gc.ca](mailto:christina.martins@pwgsc.gc.ca)

The report must include as a minimum the following:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The start date and end date for the standing offer;
- Item description and quantity being ordered
- Unit of issue
- Value of individual call-ups; and
- The total spend per reporting period and to date, by government department.

Standing Offer (Insert Standing Offer #)	Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)

Item Description	Quantity	Unit of Measure (each, litre, etc...)	Value of Order (not including GST/HST or Delivery)

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**ANNEX "E"**  
**LIST OF PRODUCTS**

PRODUCT NAME	MODEL/PART NUMBER	NAME OF MANUFACTURE

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**ANNEX “F”  
COMPLETE LIST OF DIRECTORS**

Name	Position