



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 Various Specialty Gases/cylinders	
Solicitation No. - N° de l'invitation K8A21-170888/A	Date 2017-01-26
Client Reference No. - N° de référence du client K8A21-170888	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-653-72313	
File No. - N° de dossier hl653.K8A21-170888	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-03-08	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: Boudreau, Susie	Buyer Id - Id de l'acheteur hl653
Telephone No. - N° de téléphone (873) 469-4826 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: ENVIRONMENT AND CLIMATE CHANGE CANADA 335 RIVER ROAD OTTAWA, ONTARIO, K1V 1C7 (COURIER/DELIVERY)	

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS	2
1.2 REQUIREMENT - BID	2
1.3 DEBRIEFINGS	2
1.4 TRADE AGREEMENTS	2
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SACC MANUAL CLAUSES	3
2.3 SUBMISSION OF BIDS	3
2.4 ENQUIRIES - BID SOLICITATION	3
2.5 APPLICABLE LAWS	3
PART 3 - BID PREPARATION INSTRUCTIONS	4
3.1 BID PREPARATION INSTRUCTIONS	4
3.2 CERTIFICATIONS	4
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	5
4.1 EVALUATION PROCEDURES	5
4.2 BASIS OF SELECTION - MULTIPLE ITEMS	6
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	7
5.1 CERTIFICATION REQUIRED WITH THE BID	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	7
PART 6 - RESULTING CONTRACT CLAUSES	9
6.1 SECURITY REQUIREMENTS	9
6.2 REQUIREMENT - CONTRACT	9
6.3 SUPPLY OF GAS	9
6.4 TOTAL ESTIMATED CONSUMPTION	9
6.5 LOSS OF GASES	9
6.6 CYLINDERS OWNED BY THE CONTRACTOR	9
6.7 STANDARD CLAUSES AND CONDITIONS	10
6.8 REQUISITION ON CONTRACT (ROC)	10
6.9 TERM OF CONTRACT	11
6.10 AUTHORITIES	11
6.11 PAYMENT	12
6.12 PERIODIC USAGE REPORT – CONTRACT WITH REQUISITION ON CONTRACT (ROC)	12
6.13 INVOICING INSTRUCTIONS	13
6.14 CERTIFICATIONS AND ADDITIONAL INFORMATION – COMPLIANCE	13
6.15 APPLICABLE LAWS	13
6.16 PRIORITY OF DOCUMENTS	14
6.17 SACC MANUAL CLAUSES	14
6.18 INSPECTION AND ACCEPTANCE	14
6.19 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION	14
ANNEX A - CYLINDERS SPECIFICATION	15
ANNEX B - PRICING SCHEDULE	16

Solicitation No. - N° de l'invitation
K8A21-170888/A
Client Ref. No. - N° de réf. du client
K8A21-170888

Amd. No. - N° de la modif.
File No. - N° du dossier
hl653.K8A21-170888

Buyer ID - Id de l'acheteur
hl653
CCC No./N° CCC - FMS No./N° VME

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Requirement - Bid

Environment Canada has a requirement for the supply and delivery of various gases on an as and when required basis. The gases are listed in Annex B Pricing Schedule.

1.3 Debriefings

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

1.4 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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
B1000T	Condition of Material - Bid	2014-06-26

2.3 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.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Prices must appear in the Annex B Pricing Schedule, only. No prices must be indicated in any other section of the bid.

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

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

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

3.1.1 Technical Bid

Bidders must submit one (1) copy of the tender document in its entirety, duly completed and signed.

3.1.2 Financial Bid

Bidders must quote firm unit prices on all items in Annex B Pricing Schedule, including the option periods to be considered as compliant.

Bidders must submit their financial bid in accordance with the units of issue specified in the Pricing Schedule and the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.2.1 Exchange Rate Fluctuation

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

3.2 Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

4.1.1.1 Mandatory Technical Criteria

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

Bidders are to indicate on the right hand side their compliance to these factors:

	COMPLIANCE	
	YES	NO
a) The supplied gases meet all concentration and ranges of the requirements detailed in Annex B.	_____	_____
b) All the supplied products meet the certification requirement and are labelled WHMIS.	_____	_____
c) The cylinder connections adhere to the current standards of the CGA (Compressed Gas Association).	_____	_____
d) The cylinders are in accordance with the specifications described in the Annex "A" Cylinders Specification.	_____	_____
e) The supplier is able to deliver within 24 hours following the reception of an order.	_____	_____
f) Loss of gases due to failure of supplier equipment is at the contractor's expense.	_____	_____

FAILURE TO MEET ANY OF THE MANDATORY REQUIREMENTS AS STATED ABOVE, WILL RESULT IN YOUR BID BEING DECLARED AS NON-RESPONSIVE.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a) The Bidder must bid a firm unit prices in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each item offered; and
- b) The bidder must provide pricing for all items including the option periods, as the total price of each period including the option periods will be calculated by using the estimated consumption, times the unit price quoted for each gas; and
- c) The Bidders' financial bid must be in accordance with the Units of issue and Basis of Payment.

4.2 Basis of Selection - Multiple Items

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

The aggregate price will be calculated by adding the total price of each supply period including the option periods for Laboratory 1 and 2.

The total price of each period is calculated by using the estimated consumption, times the unit price quoted for each gas.

Only one contract will be issued in response to this requirement.

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. Unless specified otherwise, 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 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>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

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 – Required Documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder 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 - 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - 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).

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 Additional Certifications Precedent to Contract Award (*Bidder to complete*)

5.2.3.1 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 the Contract.

6.2 Requirement - Contract

- a) the contractor must supply and deliver various gases on an as and when required basis. The cylinder formats are identified in Annex A and gases are listed in Annex B Pricing Schedule;
- b) the contractor must supply the Liquid Argon by refilling Environment and Climate Change Canada (ECCC) owned cylinders, on site;
- c) the supplied gases meet all concentration and ranges of the requirements detailed in Annex B;
- d) all the supplied products must meet certification requirements and be labelled WHMIS;
- e) the cylinders must be full and ready to be use before arrival at destination;
- f) the contractor must collect the empty cylinders that are set aside for pick-up after each delivery;
- g) deliveries must occur within 24 hours following the reception of the order and during facility Shipping/Receiving opening hours (7:30 a.m. to 11:45 a.m. & 12:30 p.m. to 3:30 p.m.);
- h) the contractor must provide a copy of the delivery slip at the time of delivery. The slip is to be left with the attendant at the loading dock.

6.3 Additional quantities – Option

Canada shall have an option to purchase, during the contract period, additional quantity, which may be required by Environment Canada. This option will be exercised by means of a written request by the Contracting Authority. All terms and conditions of the contract, including price, will apply to this option.

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B of the Contract 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.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.4 Total estimated Consumption

The contractor hereby acknowledges and agrees that the total estimated consumption specified in B Pricing schedule, 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 will have the right to accept only the quantity that will actually be required.

6.5 Loss of gases

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

6.6 Cylinders owned by the contractor

The cylinders must meet the specifications described in the Annex A Cylinders specification;
The cylinders must be void of rust and dust at all times;
The cylinders connections adhere to the CGA (Compressed Gas Association) norms that are currently in force;

The Contractor warrants that the Cylinders are in good working order.

The Contractor, at his own expenses, shall make any necessary adjustments, repairs or replacements to maintain the Cylinders in good working order for the duration of the contract.

Any changes to the supplier owned equipment shall not interfere with nor interrupt delivery of the gases.

6.7 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.

6.7.1 General Conditions

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

6.8 Requisition on Contract (ROC)

a) Purpose of ROC:

Goods to be provided under the Contract will be ordered by Canada using a Requisition on Contract (ROC).

b) Process for Issuing a ROC:

1. Authorized ROCs against this Contract will be made using a duly completed form identified in Annex C by methods such as facsimile and electronic mail.
2. A ROC will be prepared by the Project Authority and sent to the Contractor.
3. The ROC will be processed in accordance with and contain the information listed in Annex A and B, including the basis of payment as specified in the Contract.

c) Contents of ROC:

The ROC must contain the following information, if applicable:

- (i) a ROC number;
- (ii) the details of any financial coding to be used;
- (iii) quantity and description of goods being ordered;
- (iv) the delivery date(s);
- (v) the specific delivery location;
- (vi) the firm unit price payable to the contractor in accordance to the Pricing Schedule at Annex B

d) Charges for Goods under a ROC:

The Contractor must not charge Canada anything more than the price set out in the ROC unless Canada has issued a ROC amendment authorizing the increased expenditure. Canada will not pay the Contractor for any changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated in the Work.

e) Delivery response time for a ROC:

Delivery ordered through a ROC is required within 24 hours from receipt of an approved ROC. Shipping is Delivery Duty Paid (DDP) Destination Incoterms 2000. The Destination will be identified in the ROC.

f) Period for issuing a ROC:

The period for issuing a Requisition on contract (ROC) against the Contract is from April 1st 2017 to March 31, 2018 inclusive.

6.9 Term of Contract**6.9.1 Period of the Contract**

The period of the Contract is from April 1st 2017 to March 31, 2018 inclusive.

6.9.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.10 Authorities**6.10.1 Contracting Authority**

The Contracting Authority for the Contract is:

Susie Boudreau

Public Works and Government Services Canada

Acquisitions Branch, Commercial & Alternative Acquisitions 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

Tel: 873-469-4826 Fax: 819-956-5227 E-mail: Susie.boudreau@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.10.2 Project Authority and the identified User authorized to make ROC

(To be completed by the Contracting Authority at contract award)

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Tel: _____ Fax: _____ E-mail: _____

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

6.10.3 Contractor's Representative (*Bidder to complete*)

Name and telephone number of the person responsible for:

	General Enquiries	Delivery Follow-up
Name:	_____	_____
Telephone No.:	_____	_____
Facsimile No.:	_____	_____
E-mail address:	_____	_____

6.11 Payment

6.11.1 Basis of Payment - Firm Unit Prices – Individual Requisition on Contracts (ROC)

In consideration of the Contractor satisfactorily completing all of its obligations under the Requisition on Contract (ROC), the Contractor will be paid firm unit prices, DDP to destination, as specified in Annex B Pricing Schedule. Customs duties are included and Applicable Taxes are extra.

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

6.11.2 Limitation of Expenditure Cumulative Total of all ROC

1. Canada's total liability to the Contractor under the Contract for all authorized ROCs, inclusive of any revisions, must not exceed the sum of \$ _____ (*to be added at Contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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, whichever comes first.
4. 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.

6.11.3 Terms of Payment

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

6.12 Periodic Usage Report – Requisition on Contract (ROC)

The Contractor must compile and maintain records on its provision of work to the federal government under authorized Requisition on Contracts issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirement detailed below. If some data is not available, the reason must be indicated. If work is not provided during a given period, the Contractor must still provide a "NIL" report.

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

The data must be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

6.12.1 Reporting Requirement – Details

A detailed and current record of all authorized work must be kept for each contract with a ROC process. This record must contain:

For each authorized ROC:

- (i) the authorized ROC number or ROC revision number(s);
- (ii) a title or a brief description of each authorized ROC;
- (iii) the total cost specified in the authorized ROC of each work, applicable taxes extra;
- (iv) the start and completion date for each authorized ROC; and
- (v) the active status of each authorized ROC, as applicable.

For all authorized ROC:

- (i) the amount (applicable taxes extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the Contractor for all authorized ROC; and
- (ii) the total amount, applicable taxes extra, expended to date against all authorized ROCs.

6.13 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the information required in Section 10 of 2010A, General Conditions - Goods (Medium Complexity). Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

- (a) The original and two (2) copies must be forwarded to the address below, for certification and payment:

Environment Canada
Air Quality Research
335 River Road
Ottawa, ON
K1A 0H3

- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.14 Certifications and Additional Information – Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.15 Applicable Laws

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

6.16 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2010A (2016-04-04) Goods (Medium Complexity);
- (c) Annex A, Cylinders specification;
- (d) Annex B, Pricing Schedule;
- (e) Request on Contract (ROC);
- (f) the Contractor's bid dated _____ .

6.17 SACC Manual Clauses

The following terms and conditions are incorporated herein

A9068C	Government Site Regulations	2010-01-11
B7500C	Excess Goods	2006-06-16
B1505C	Shipment of Hazardous Products	2016-01-28
D3015C	Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance	2014-09-25
G1005C	Insurance – No Specific Requirement	2016-01-28

6.18 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.19 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:
 - (a) DDP Delivered Duty Paid 335 River Road, Ottawa, ON Destination, Incoterms 2000 for shipments from commercial contractor; and
 - (b) the contractor is also responsible for unloading all deliveries at destination.
2. The Contractor is responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and applicable taxes.

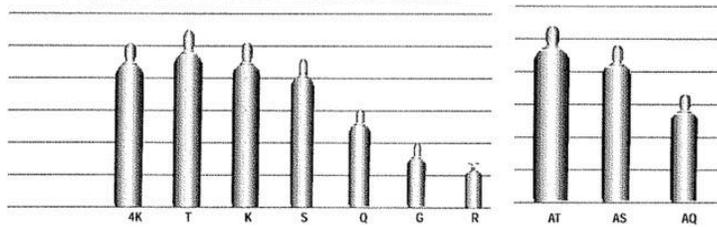
ANNEX A - Cylinders specification

Spécifications des bouteilles

Bouteilles à haute pression

	Acier							Aluminium		
	4K	T	K	S	Q	G	R	AT	AS	AQ
Hauteur, po (cm)	51 (130)	55 (140)	51 (130)	46 (117)	31 (79)	20 (51)	14 (36)	54 (137)	48 (121.9)	33 (84)
Diamètre, po (cm)	9.25 (24)	9.25 (24)	9.0 (23)	7.4 (19)	7.0 (18)	6.0 (15)	5.1 (13)	10 (25.4)	8 (20.3)	7.25 (18.4)
Poids moyen, lb (kg)	145 (66)	143 (65)	133 (60)	76 (35)	65 (30)	29 (13)	14 (6.4)	80 (40.8)	48 (22)	30 (13.6)
Capacité en eau, lb (kg)	100 (46)	109 (50)	97 (44)	60 (27)	32 (15)	16 (7.4)	8.1 (3.7)	106.1 (48.1)	65.4 (29.7)	34.3 (15.6)

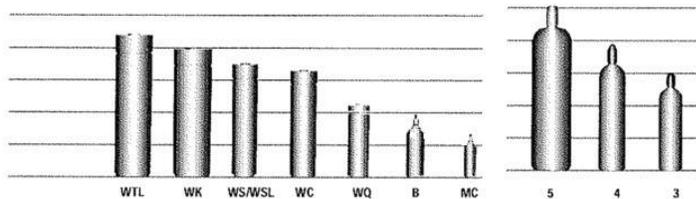
Les dimensions et les capacités fournies sont des valeurs approximatives qui peuvent varier légèrement.



Bouteilles d'acétylène

	Style W							Style A		
	WTL	WK	WS/WSL	WC	WQ	B	MC	5	4	3
Hauteur, po (cm)	44 (112)	39.5 (100)	35.6 (90)	33.1 (84)	22.5 (57)	19.5 (49)	13.2 (34)	51 (130)	39 (99)	30 (76)
Diamètre, po (cm)	12.1 (31)	12.4 (31)	8.4 (21)	8.3 (21)	6.9 (18)	6.1 (16)	3.9 (10)	12 (30)	8 (20)	7 (18)
Poids moyen, lb (kg)	187 (84)	220 (100)	68 (30.4)	97 (39)	34 (16)	22 (10)	7 (3.2)	189 (86)	78 (35)	41 (19)
Capacité maximale du gaz, pi³ (m³)	390 (11.04)	304 (8.6)	130 (3.68)	111 (3.14)	60 (1.70)	40 (1.13)	10 (0.28)	350 (9.9)	145 (4)	75 (2.1)

Les dimensions et les capacités fournies sont des valeurs approximatives qui peuvent varier légèrement.



ANNEX B - PRICING SCHEDULE

LABORATORY 1

Air Toxics Unit – GB, LD

Firm Unit Price for each gas, delivered at the following destination, applicable taxes excluded:						
Environment and Climate Change Canada (ECCC)						
Air Toxics Unit						
335 River Road						
Ottawa, ON						
K1V 1C7						
Description:				Supply Period		
The supply and delivery of the gas into cylinders on an as and when required basis. See Annex A for cylinder specification.				Year 1	Option Period 1	Option Period 2
Gases & Purity	Concentration & Specification	Cylinder Format & Connection	Total Estimated Consumption per year in Cubic meter (m³) and Litre (L)	April 1st 2017 to March 31, 2018	April 1st 2018 to March 31, 2019	April 1st 2019 to March 31, 2020
Helium 99.999%	O2<2 ppm, H2O<3 ppm, THC<0,5 ppm	"T" CGA 580	520 m ³	\$ ____ /m ³	\$ ____ /m ³	\$ ____ /m ³
Air Ultra Zero	O2 20-22%, H2O<3 ppm, THC<0.1 ppm	"T" CGA 590	80 m ³	\$ ____ /m ³	\$ ____ /m ³	\$ ____ /m ³
Nitrogen 99.999%	O2 <2 ppm, H2O<3 ppm, THC<0.5 ppm	"T" CGA 580	36m ³	\$ ____ /m ³	\$ ____ /m ³	\$ ____ /m ³
Liquid Nitrogen 99.999%	O2<5 ppm, H2O<3 ppm	CGA 295	150 000L	\$ ____ /L	\$ ____ /L	\$ ____ /L
5% Carbon Dioxide balance Helium Primary Standard Grade	Carbon Dioxide: 5%; Helium: balance	CGA 580	1.11m ³	\$ ____ /m ³	\$ ____ /m ³	\$ ____ /m ³
5% Methane balance Helium Primary Standard Grade	Methane: 5%; Helium: balance	CGA 350	22.5m ³	\$ ____ /m ³	\$ ____ /m ³	\$ ____ /m ³
10% Oxygen balance Helium Primary Standard Grade	Oxygen: 10%; Helium: balance	CGA 590	22.5m ³	\$ ____ /m ³	\$ ____ /m ³	\$ ____ /m ³

****The unit price includes the rental fees of the Cylinder and the cost for collecting when empty.**

ANNEX B - PRICING SCHEDULE

LABORATORY 2

Particulate Characterization Unit - VC

Firm Unit Price for each gas, delivered at the following destination, applicable taxes excluded:						
Environment and Climate Change Canada (ECCC) Particulate Characterization Unit 335 River Road Ottawa, ON K1V 1C7						
Description:				Supply Period		
The supply and delivery of the gas into cylinders on an as and when required basis. See Annex A for cylinder specification. *Liquid Argon must be filled on site, into cylinders owned and maintained by the client.				Year 1	Option Period 1	Option Period 2
Gases & Purity	Concentration & Specification	Cylinder Format & Connection	Total Estimated Consumption per year in Cubic meter (m ³) and Litre (L)	April 1 st 2017 to March 31, 2018	April 1 st 2018 to March 31, 2019	April 1 st 2019 to March 31, 2020
Helium Research, 6.0	Helium, 99.9999%	CGA 580	7.24m ³	\$ ____ /m ³	\$ ____ /m ³	\$ ____ /m ³
Liquid Nitrogen High Purity 4.8	Nitrogen, 99.998%	CGA 580	6000L	\$ ____ /L	\$ ____ /L	\$ ____ /L
Nitrogen Ultra High Purity, 5.0	Nitrogen, 99.999%	CGA 580	45 m ³	\$ ____ /m ³	\$ ____ /m ³	\$ ____ /m ³
Hydrogen Research, 6.0	Hydrogen, 99.9999%	CGA 350	8.07m ³	\$ ____ /m ³	\$ ____ /m ³	\$ ____ /m ³
Liquid Argon ICP Grade *ECCC owned cylinders	Argon, 99.997% to 99.999%	CGA 580	6000L	\$ ____ /L	\$ ____ /L	\$ ____ /L

****The unit price includes the rental fees of the Cylinder and the cost for collecting when empty. Exception for the Liquid Argon, ECCC owned cylinders.**