



**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**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

<b>Title - Sujet</b> Argon supply and tank rental	
<b>Solicitation No. - N° de l'invitation</b> 23240-190070/A	<b>Date</b> 2018-05-29
<b>Client Reference No. - N° de référence du client</b> 23240-190070	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-659-74912	
<b>File No. - N° de dossier</b> hl659.23240-190070	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-07-09</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Van Tassel, Stella	<b>Buyer Id - Id de l'acheteur</b> hl659
<b>Telephone No. - N° de téléphone</b> (873) 469-3346 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATURAL RESOURCES 4TH FL, ROOM 420 555 BOOTH ST OTTAWA Ontario K1A0G1 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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23240-190070

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hl659.23240-190070

Buyer ID - Id de l'acheteur  
hl659  
CCC No./N° CCC - FMS No./N° VME

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## PART 1 - GENERAL INFORMATION

### 1.1 Requirement - Bid

The requirement is detailed in the Annex A – Statement of Requirement and in the resulting contract clauses.

### 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), the Canadian-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### 1.4 Epost Connect

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 standard instructions is amended as follows:

- section 05, entitled Submission of bids, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 17."
  - paragraph 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
  - paragraph 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, and return address, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
- section 06, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 07. For late bids submitted using means other than the Canada Post Corporation's epost Connect service, the physical bid will be returned. For bids submitted electronically the late bid will be deleted. As an example, bids submitted using Canada Post Corporation's epost Connect service, an epost Connect conversation initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late bid will be deleted. Records will be kept documenting the transaction history of all late bids submitted using epost Connect."
- section 07, entitled Delayed bids, is amended as follows:
  - subsection 1 is deleted and replaced as follows:
    1. A bid delivered to the specified Bid Receiving Unit after the solicitation closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.
      - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
        - i. a CPC cancellation date stamp;
        - ii. a CPC Priority Courier bill of lading;
        - iii. a CPC Xpresspost label;

that clearly indicates that the bid was sent before the solicitation closing date.

- b. The only piece of evidence relating to a delay in the epost Connect service provided by CPC system that is acceptable to PWGSC is a CPC epost Connect

service date and time record indicated in the epost Connect conversation history that clearly indicates that the bid was sent before the solicitation closing date and time.

- section 08, Transmission by facsimile, is deleted entirely and replaced by the following:  
"Transmission by facsimile or by epost Connect"
  1. Facsimile
    - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile.
      - i. PWGSC, National Capital Region: The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation.
      - ii. PWGSC regional offices: The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
    - b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
      - i. receipt of garbled, corrupted or incomplete bid;
      - ii. availability or condition of the receiving facsimile equipment;
      - iii. incompatibility between the sending and receiving equipment;
      - iv. delay in transmission or receipt of the bid;
      - v. failure of the Bidder to properly identify the bid;
      - vi. illegibility of the bid; or
      - vii. security of bid data.
    - c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.
  2. epost Connect
    - a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)):
      - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca), or, if applicable, the email address identified in the bid solicitation.
      - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
    - b. To submit a bid using epost Connect service, the Bidder must either:
      - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
      - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
    - c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the epost Connect conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.

- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
  - i. receipt of a garbled, corrupted or incomplete bid;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or
  - viii. inability to create an electronic conversation through the epost Connect service.
- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05."

## 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 in 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 \_\_\_\_\_. (*Insert the name of the province or territory*)

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

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**2.5 Best Delivery Date - Bid**

While delivery is requested by August 01, 2018, the best delivery that could be offered is

\_\_\_\_\_.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid - one (1) hard copy

Section II: Financial Bid - one (1) hard copy

Section III: Certifications - one (1) hard copy

Section IV: Additional Information - one (1) hard copy (if applicable)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 requirements 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 and Annex B – Pricing Table. Proposed pricing must not include taxes. The firm unit prices quoted must be in Canadian dollars and exclude taxes. All applicable delivery charges must be included in the firm unit prices.

**3.2.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments please choose from the list below which ones are accepted.

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

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

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

**Section III: 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.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

- a) The Bidder must bid firm unit prices in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each item offered.

### **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 lowest evaluated price will be determined using the total of all items including option periods (the sum of C1 and C2 of Table C in Annex B, Pricing Table).

Only one contract will be issued as a result of this RFP.

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## 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 Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ciif/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 website (<https://www.canada.ca/en/employment-social-development/programs/employmentequity/federal-contractorprogram.html#>).

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

##### 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.

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**hl659**  
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\_\_\_\_\_  
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.

<b>Green Practices within the Bidders' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
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

#### **5.2.3.2 Product Certification**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Requirement - Contract

The Contractor must perform the Work in accordance with the Statement of Requirement at Annex "A".

### 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 (2016-04-04) General Conditions - Goods (Medium Complexity), 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 one year from date of Contract to \_\_\_\_\_ inclusive.

#### 6.4.2 Adherence to Delivery Schedule

The contractor will promptly give notice to the Contracting Authority 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, 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.**

#### 6.4.3 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 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.

#### 6.4.4 Delivery Points

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

### 6.5 Authorities

#### 6.5.1 Contracting Authority

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The Contracting Authority for the Contract is:  
Stella Van Tassel  
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  
Telephone: 873-469-3346 Facsimile: 819-956-5227  
E-mail address: stella.vantassel@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: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_

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

#### 6.5.2 Contractor's Representative

Name and telephone number of the person responsible for:

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

  

	Local Service Person	Emergency Contact
Name:	_____	_____
Telephone No.:	_____	_____
Facsimile No.:	_____	_____
E-mail address:	_____	_____

#### 6.5.4 Contractor's Hours of Operation *(Bidder to complete)*

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

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

## 6.6 Payment

### 6.6.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in Annex B, Pricing Table, for a cost of \$\_\_\_\_\_ CAD. Customs duties are included and Applicable Taxes are extra. *(To be completed by the Contracting Authority at contract award)*

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.

### 6.6.2 Limitation of Price

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.

### 6.6.3 Terms of Payment

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

### 6.6.4 Electronic Payment of Invoices – Contract

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);

## 6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with 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.

## 6.8 Certifications and Additional Information

### 6.8.1 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.

### 6.8.2 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
A9068C	Government Site Regulations	2010-01-11
B1505C	Shipment of Hazardous Products	2006-06-16
D3015C	Dangerous Goods/Hazardous Products- Labeling	2014-09-25

	and Packaging Compliance	
G1005C	Insurance	2008-05-12

#### 6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

#### 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2010A (2016-04-04) Goods (Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Pricing Table; and
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: " , as clarified on \_\_\_\_\_ " or " , as amended on \_\_\_\_\_ " and insert date(s) of clarification(s) or amendment(s)*)

#### 6.11 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
A9068C	Government Site Regulations	2010-01-11
B1505C	Shipment of Hazardous Products	2006-06-16
D3015C	Dangerous Goods/Hazardous Products- Labeling and Packaging Compliance	2014-09-25
G1005C	Insurance	2008-05-12

#### 6.12 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered DDP Delivered Duty Paid to NRCAN at 555 Booth Street, Ottawa, Ontario, Incoterms 2000 for shipments from commercial contractor.

- a) 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;
- b) Delivery must be made during working hours, between 8:00 AM and 3:30 PM, Monday to Friday; and
- c) The Contractor must provide a copy of the delivery slip to the receiver at the time of delivery.

##### 6.12.1 Delivery Verification

Deliveries will be verified by printed metered slips or standard commercial delivery slips as applicable.



## **ANNEX "A" - STATEMENT OF REQUIREMENT**

### **1. Requirement**

The requirement is for the Department of Natural Resources, 555 Booth Street, Ottawa, Ontario and includes the supply of Liquid Argon, Rental, Installation and Maintenance services of one (1) contractor owned storage tank, as well as an electronic signal device, in accordance with the items listed below. These items will be supplied during the term of the contract.

### **2. Deliverables**

The Contractor must supply the following:

1. Bulk Liquid Argon gas (as and when required) in accordance with Compressed Gas Association (CGA) Specification G.11.1, Type II, Grade C, (latest edition), with the following exceptions: total hydrocarbons maximum 0.5 ppm.  
Estimated annual quantity (Gaseous Cubic Meters) 16,000 Cubic Meters.
2. One storage tank with a capacity of 900 US gallons for the storage of the Bulk Liquid Argon.
3. An electronic signal device that will link the storage tank to the contractor's location and which will alert the Contractor when 30% of the product remains in the storage tank.

### **3. Product Availability**

The Contractor is to ensure that there is no interruption of product available to the client.

### **4. Delivery**

Delivery will be made to NRCAN at 555 Booth Street, Ottawa, Ontario.

Contractor is to ensure that there is no interruption of product available to the client. Delivery is to be made during working hours between 8:00 a.m. and 3:30 p.m. Monday to Friday. The client is to be provided with a copy of the delivery slip at the time of delivery. The slip is to be left with the shipper/receiver at 555 Booth Street, Ottawa.

The initial delivery must be made within three (3) working days from the date of the request.

For subsequent deliveries, delivery will take place when the Contractor receives a warning from the electronic signal device that 30% of the product remains, delivery of the product will be made within 24 hours of this signal. Should the Contractor be unable to make the delivery on time, the following steps will be taken:

a) The Project Authority at NRCAN will be contacted within 6 hours of the original request that the normal delivery cannot be made and advise that alternative measures will be taken to ensure supply will not be interrupted;

b) Alternative measures will be as follows:  
230 litre containers will be supplied from the Ottawa Branch Location until product is delivered.

### **5. Contractor Owned Storage Tank**

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

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

Solicitation No. - N° de l'invitation  
**23240-190070/A**  
Client Ref. No. - N° de réf. du client  
**23240-190070**

Amd. No. - N° de la modif.  
  
File No. - N° du dossier  
**hl659.23240-190070**

Buyer ID - Id de l'acheteur  
**hl659**  
CCC No./N° CCC - FMS No./N° VME

- 
- a) Installation; all fittings and adapters are included in relation to the installation. The installation will take place no later than two (2) weeks from award of contract unless otherwise mutually agreed;
  - b) Maintenance regardless of when performed;
  - c) Replacement parts unless such parts are required due to the fault or negligence of the Government; and
  - d) Removal of tank. Tank(s) must be removed within 8 weeks from contract expiration

Any changes to the supplier of the equipment shall not interfere with nor interrupt delivery of the requirements for argon.

#### **6. Loss of Gas**

The Contractor hereby acknowledges and agrees that any loss of gas due to failure of Contractor's equipment shall be solely at the Contractor's expense.

## ANNEX B – PRICING TABLE

Quantities below are estimates only and do not constitute an obligation on the part of Canada to purchase these quantities or any quantity whatsoever.

**Table A - Item No. 001 – Bulk Liquid Argon Gas**

A	B	C	D ( <i>Bidder to complete</i> )	E ( <i>Bidder to complete</i> )
Item	Contract Period	Estimated quantities (Cubic Meters)	Price per Cubic Meter (GST/HST excluded)	Extended Cost (GST/HST excluded)
1	Initial Contract Period – <i>August 01, 2018 to July 31, 2019</i>	16,000		<b>=sum (D1 *C1)</b>
2	Option Period One – <i>August 01, 2019 to July 31, 2020</i>	16,000		<b>=sum (D2*C2)</b>
3	Option Period Two – <i>August 01, 2020 to July 31, 2021</i>	16,000		<b>=sum (D3 *C3)</b>
	Total Cost – Table A			<b>= sum (E1.E3)</b>

**Table B - Item No. 002 – Rental Costs for a 900 US Gallons capacity Storage Tank and Electronic Signal Device**

A	B	C ( <i>Bidder to complete</i> )	D ( <i>Bidder to complete</i> )
Item	Delivery Period	Price per Month (GST/HST excluded)	Extended Cost (GST/HST excluded)
1	Initial Contract Period – <i>August 01, 2018 to July 31, 2019</i>		<b>=sum (C1*12)</b>
2	Option Period One – <i>August 01, 2019 to July 31, 2020</i>		<b>=sum (C2*12)</b>
3	Option Period Two – <i>August 01, 2020 to July 31, 2021</i>		<b>=sum (C3*12)</b>
	Total Cost – Table B		<b>= sum(D1.D3)</b>

**Table C - Total Evaluated Cost**

A	B	C ( <i>Bidder to complete</i> )
1	Bulk Liquid Argon Gas	<b>=Total Cost for Table A</b>
2	Rental Costs for a Storage Tank (with a capacity of 900 US Gallons) and Electronic Signal Device	<b>=Total Cost for Table B</b>
	Aggregate Cost for evaluation purposes	<b>= sum(C1.C2)</b>