



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid Receiving
- PWGSC

1550, Avenue d'Estimauville

1550, D'Estimauville Avenue

Québec

Québec

G1J 0C7

FAX pour soumissions: (418) 648-2209

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

TPSGC/PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

Title - Sujet Liquid Nitrogen tank rental	
Solicitation No. - N° de l'invitation H4005-183718/A	Date 2019-05-24
Client Reference No. - N° de référence du client H4005-183718	
GETS Reference No. - N° de référence de SEAG PW-\$QCN-036-17684	
File No. - N° de dossier QCN-8-41215 (036)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-07-08	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Carbonneau, Julie	Buyer Id - Id de l'acheteur qcn036
Telephone No. - N° de téléphone (418) 649-2837 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA SANTE 1001 ST LAURENT OUEST LONGUEUIL Québec J4K1C7 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée Voir Doc.	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

TITLE: Rental and bulk supply of the liquid nitrogen tank

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PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Article 6.2 of 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), and the Canadian Free Trade Agreement (CFTA).

1.4 Epost Connect service

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.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

The 2003 standard instructions is amended as follows:

- Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows: subsection 2. is deleted entirely and replaced with the following:

2. epost Connect

- Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - 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.
- To submit a bid using epost Connect service, the Bidder must either:
 - 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
 - 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.
- 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 conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- 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.
- The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- 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:
 - receipt of a garbled, corrupted or incomplete bid;
 - availability or condition of the epost Connect service;
 - incompatibility between the sending and receiving equipment;
 - delay in transmission or receipt of the bid; failure of the Bidder to properly identify 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. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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) (<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 \(2018-05-22\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2.1 SACC Manual Clauses

Optional and recommended Site Visit

It is recommended that the Offeror or a representative of the Offeror visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on June 13th, 2019 at 10:00 am at 1001, rue St-Laurent Ouest, Longueuil, QC.

Bidders must communicate with the Contracting Authority, Julie Carbonneau: julie.carbonneau@tpsgc-pwgsc.gc.ca no later than twenty-four (24) hours before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Offerors will be requested to sign an attendance form. Offerors who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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.

- 2.2.1** By using the [epost Connect](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) service provided by Canada Post Corporation (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)
The email address of PWGSC Quebec region Bid Receiving Unit is:
TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

- 2.2.2** Tenders can also be transmitted by fax to 418-648-2209

- 2.2.3** By mail or in person at:
Public Works and Government Services Canada (PWGSC)
1550, Avenue of Estimaerville
Quebec City, Quebec G1J 0C7

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 Quebec.

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

- 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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

- 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 (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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.

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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.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section II: 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

4.1.1.1 Mandatory Requirements Precedent to Contract Award

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

The mandatory requirements are:

Bidders must indicate in their bid, the proposed solution to ensure the supply of nitrogen during the transition from the use of the reservoir of the current contract for the installation of a new tank of any resulting contract. Refer to Section A.3 of Annex "A".

- Proposed solution for the transition period if applicable:
-
-
-
-

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included

4.2 Basis of Selection

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 all Supply periods of the following items:

Item No. 1: Bulk Liquid Nitrogen – Supply period (5 years)

Each supply period indicated in Annex "B" for Item No.1, will be calculated by multiplying the quoted price by the total estimated consumption for the period.

Item No. 2: Displacement of the tank – Expected in 2020

The firm price indicated in Annex "B" for Item No.2 – The displacement of the tank from point B to point A.

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Item No. 3: Contractor-owned storage tank – Supply period (5 years)

Each supply period indicated in Annex "B" for Item No.3, will be calculated by multiplying the quoted price by a 12 months period.

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 Certifications 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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/ci-if/politique-policy-eng.html) (<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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.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.

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.

Notice: Numbering will be revised at the contract award.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

To supply Bulk Liquid Nitrogen (standard grade) and deliver at the site of Health Canada, into the contractor-owned storage tank, as detailed in the Statement of Work Annex "A".

6.2.1 Supply of Liquid Nitrogen

The Contractor agrees to provide, deliver and sell to Canada, the Bulk Liquid Nitrogen specified in Annex A, in accordance with the terms of the contract and that the total cumulative quantity supplied, do not exceed the "Total Estimated Consumption" for each supply periods as specified in the Annex B.

Canada shall have an option to purchase, during the contract period, for any additional requirement for Liquid Nitrogen, which may be required by Health 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.

6.2.2 Quantity of Liquid Nitrogen

The contractor hereby acknowledges and agrees that the "Total estimated Consumption" specified in Annex "B" are the 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.

6.2.3 Loss of gases

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

6.2.4 Contractor Owned Storage Tank

The Contractor warrants that the tank and the auxiliary equipment supplied under this contract when installed are in good working order. The Contractor, at his own expenses, shall make any necessary adjustments, repairs or replacements to maintain the tank and the equipment 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:

- (a) Maintenance regardless of when performed
- (b) Replacement parts unless such parts are required due to the fault or negligence of the Government.

Any changes to the supplier of the equipment shall not interfere with nor interrupt delivery of the liquid Nitrogen to meet the requirements of Health Canada.

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

6.3.1 General Conditions

2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

Number	Date	Title
4001	2015-04-01	Hardware Purchase, Lease and Maintenance

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is comprised of five supply periods of twelve months each. From August 1st, 2019, to July 31st, 2024 inclusive.

6.4.2 Delivery of the Storage Tank

The delivery of the Storage Tank will take place _____ calendar days after contract award.

6.4.3 Commissioning Time

It will take _____ calendar days to install the Storage Tank and associated equipment in a fully operational mode.

6.4.4 Delivery of Liquid Nitrogen (minimum level 30 inches)

The Contractor is to ensure that there is no interruption of product available to the client. Delivery must be made outside of office hours. The Contractor must ensure that the Storage Tank level does not go below 30 inches. The Contractor must have a remote monitoring system to monitor the level of the Storage Tank. Urgent services request must be delivered within 24 hours of the initial request.

6.4.5 Adherence to Delivery Schedule

The contractor will promptly give notice to the Department of Public Works and Government Services of its inability to meet the contract delivery schedule and will request therein an extension of time stating its proposed revised delivery schedule and offering consideration for such revisions. Until such notice is received and the revised delivery schedule agreed to by the Department of Public Works and Government Services, the Minister may, pursuant to the General Conditions, on the business day following the due date of delivery of any outstanding materials, **terminate the whole or part of the contract for default.**

6.4.6 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julie Carbonneau
Title: Procurement Agent
Public Works and Government Services Canada Acquisitions Branch
Address: Acquisitions Branch 1550 D'Estimauville Ave., Quebec, QC, G1J 0C7

Telephone: 418-649-2837
Facsimile: 418-648-2209
E-mail address: julie.carbonneau@tpsgc-pwgsc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: **(to be completed at contract award by PWGSC)**

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Contractor's Representative

Name and telephone number of the person responsible for General Enquiries and Delivery

Follow-up:

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

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Name and telephone number of a qualified person able to respond to any emergency regarding the Contractor furnished equipment and product:

Name : _____

Telephone : _____

Facsimile : _____

E-mail : _____

Name and telephone number of Product Dispatcher:

Name : _____

Telephone : _____

Facsimile : _____

E-mail : _____

Name and telephone number of local service personnel:

Name : _____

Telephone : _____

Facsimile : _____

E-mail : _____

Supplier's Hours of work

Weekdays: _____

Weekends and Statutory Holidays : _____

6.6 Payment

6.6.1 Basis of Payment

Basis of payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, DDP to destination, as specified in the contract for a cost of \$ _____ CAD (*insert the amount at contract award*).

Delivery charges and 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.

6.6.2 Terms of payment

SACC Manual Clause **H1001C**, (*2008-05-12*), Multiple payments

6.7 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 must be forwarded to : _____
(to be completed at contract award by PWGSC)

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.

6.9 Applicable Laws

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

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 supplemental general conditions 4001 ([2015-04-01](#)); Hardware Purchase, Lease and Maintenance;
- (c) The general conditions 2010A ([2018-06-21](#)); Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of payment;
- (f) Annex C, Plans;
- (g) The Contractor's bid dated _____

6.11 SACC Manual Clauses

Number	Date	Title
A9068C	2010-01-11	Government Site Regulations https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9068C/2
B1505C	2016-01-28	Shipment of Dangerous Goods/Hazardous Products https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B1505C/2
D3015C	2014-09-25	Dangerous Goods/Hazardous Products – Labelling and Packaging Compliance https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/D/D3015C/2
G1005C	2016-01-28	Insurance https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/3

6.12 Shipping Instructions - Delivery at Destination

1. Goods must be consigned and delivered DDP Delivered Duty Paid to Health Canada, 1001 St-Laurent street West, Longueuil, QC, Incoterms 2000 for shipments from commercial contractor.
2. The Contractor is responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and applicable taxes.

ANNEX "A" - REQUIREMENT

1. TITLE

Rental and bulk supply of the liquid nitrogen tank (standard grade).

2. Requirement

The requirement is for the Department of Health Canada Laboratories, located at, 1001 St-Laurent street West, Longueuil, QC.

The Contractor must have a system in place to monitor the reservoir's Liquid Nitrogen level at a distance to ensure that the level does not go below 30 inches to prevent breakage in laboratory equipment and / or loss of the prepared samples.

It includes the supply of Liquid Nitrogen in bulk (standard grade), the installation, the rental and maintenance of one (1) 900 usg contractor owned Storage Tank (capacity of 1773m3). The Storage Tank must be equipped to supply the laboratories with Nitrogen, in both, liquid and gaseous form.

The Contractor must take measures to ensure that the gas supply to the laboratories is maintained during the installation of the Storage Tank.

3. Transition period

1. In the advent that a new supplier is awarded the contract, to ensure a constant supply of liquid nitrogen during the transition period, the contractor must provide a solution for a temporary supply of liquid nitrogen. The implementation of this supply solution must be in place upon removal of the existing tank, if applicable, and make available liquid nitrogen throughout the transition period. The costs of implementation and operation of this interim solution must be included in the financial proposal. Nitrogen supplied during this period will be paid at the rate determined for the new contract.
2. In the advent that a new supplier is awarded the contract, the current provider will be notified of the planned date of installation and will have to remove their tank and ensure that the transition period is as short as possible. Subsequently, the new provider will have the period indicated clause 6.4.3 to complete the installation of the new tank.
3. These transition conditions will apply at the end of the new contract.

4. Tasks, Activities, Deliverables and/or Milestones

1. Installation and rental of a tank of 900 usg with a capacity of 1773m3.
2. Fill standard grade liquid nitrogen with the tank regularly outside office hours (if possible) (between 5:00 pm and 7:00 am Monday to Friday and weekends) and ensure that the level is never less than 30 inches.
3. Delivery times for urgent requests are 24 hours.
4. Provide a remote tank level monitoring service at Health Canada and provide on-demand reporting.
5. Regular maintenance of the equipment and the tank according to the industry standards in force.
6. Move the tank from point B to point A. Point A is the place of origin. The displacement of the tank is expected in 2020.

5. Specifications and Standards

The equipment and tank must meet current industry standards.

6. Canada's Obligation

Health Canada will provide access to the contractor at the tank and filling point located near the loading dock.

7. Contractor's Obligations

1. Fill in a timely manner to avoid an out of stock.
Unless otherwise specified, the Contractor must use its own equipment and software to complete this Statement of Work.
2. Provide reports on request indicating the history of the consumption.
3. At the end of the contract , the contractor must dismantle the facilities at his own expense and return the land to its original condition.

8. Location of Work, Work site and Delivery Point

The goods will be delivered to Health Canada at 1001 St-Laurent Street West, Longueuil, QC.

9. Specific requirements

If the reservoir level is too low or emptying completely without being replenished, there is a risk of damaging laboratory equipment and potential loss of prepared samples. If such a situation arises, the contractor must compensate Health Canada for an amount equivalent to the damage caused.

10. Insurance requirement

The Contractor must hold and maintain adequate coverage for professional liability insurance.

ANNEX "B" – BASIS OF PAYMENT

Item No. 1 – Bulk Liquid Nitrogen – Standard Grade

Description		
To supply the Liquid Nitrogen in bulk when required at the following address:		
Health Canada 1001 St-Laurent Ouest Longueuil, Québec J4K 1C7 **Delivery costs are included**		
Supply Period	Estimated Consumption in cubic meters (m3)	Price per cubic meter, DDP delivered into tank at destination, GST/QST excluded
Year 1 (2019-2020)	36 000	\$ _____
Year 2 (2020-2021)	36 000	\$ _____
Year 3 (2021-2022)	36 000	\$ _____
Year 4 (2022-2023)	36 000	\$ _____
Year 5 (2023-2024)	36 000	\$ _____

Item No. 2 – Displacement of the tank expected in 2020

Description	Firm Unit Price
Move the tank from point B to point A (see Annex C). Point A is the original place. The displacement is expected in 2020. *Travelling fees are included	\$ _____

Solicitation No. - N° de l'invitation
H4005-183718/A
Client Ref. No. - N° de réf. du client
H4005-183718

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-8-41215

Buyer ID - Id de l'acheteur
QCN036
CCC No./N° CCC - FMS No./N° VME

Item No. 3 – Bulk Nitrogen Storage Tank (rental)

Description

Monthly rental fee for one (1) Contractor owned Storage Tank, complete with required auxiliary equipment, for the supply of nitrogen in liquid form to Health Canada's laboratories, required at the following address:

Health Canada
1001 St-Laurent Ouest
Longueuil, Québec
J4K 1C7

Lease Period	Duration	Firm Monthly Charge, GST/QST excluded
Year 1 (2019-2020)	12 months	\$ _____
Year 2 (2020-2021)	12 months	\$ _____
Year 3 (2021-2022)	12 months	\$ _____
Year 4 (2022-2023)	12 months	\$ _____
Year 5 (2023-2024)	12 months	\$ _____

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H4005-183718/A
Client Ref. No. - N° de réf. du client
H4005-183718

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ANNEX "C" – PLANS

