



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada

See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

Ontario

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

Public Works and Government Services Canada
Ontario Region
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

Title - Sujet Helium Resupply to Pickle Lake	
Solicitation No. - N° de l'invitation K3D05-211024/A	Date 2021-06-15
Client Reference No. - N° de référence du client K3D05-211024	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-201-8064	
File No. - N° de dossier TOR-1-44019 (201)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-07-26 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ramnarine, Vashti	Buyer Id - Id de l'acheteur tor201
Telephone No. - N° de téléphone (289) 772-7284 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF THE ENVIRONMENT 1123 Premier Way Thunder Bay Ontario P7B0A2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	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

Solicitation No. - N° de l'invitation
K3D05-211024/001/TOR
Client Ref. No. - N° de réf. du client
K3D05-211024

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

Title: Helium resupply for Pickle Lake

PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Article 6.2, Part 6 - 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 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

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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

2.1.1 SACC Manual Clauses

SACC Manual clause B1000T (2014-06-26) – Condition of Material – Bid

2.2 Submission of Bids – Epost only

2.2.1 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 RFP.

TPSGC.oreceptiondessomissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca (*email address for epost Connect service*)

Note: Bids 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 Instruction 2003, or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect. It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six (6) days before the Request for Proposals closing date.

Due to the nature of the bid solicitation, bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

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 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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Bids transmitted by facsimile or hardcopy will not be accepted.

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

Solicitation No. - N° de l'invitation
K3D05-211024/001/TOR
Client Ref. No. - N° de réf. du client
K3D05-211024

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

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.

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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

Solicitation No. - N° de l'invitation
K3D05-211024/001/TOR
Client Ref. No. - N° de réf. du client
K3D05-211024

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

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 CRITERIA

Instructions:

Bidders must include one (1) copy of descriptive literature; for the item(s) offered in sufficient detail to clearly indicate compliance with each of the individual requirements from the Mandatory Technical Criteria detailed herein.

It is requested that Bidders comment / cross reference the page number and highlight the specification in their technical data sheets or brochure to demonstrate and support their compliance for each of the Mandatory Technical Criteria.

Requirement	Manufacturer Offered	Model number offered#
Helium		

Item #	Mandatory Technical Evaluation Criteria. Bidders must demonstrate each of the following:	Cross Reference: In this column, Bidders should cross-reference where this criteria is indicated in their supporting documents.
1.1	<p>Experience Bidders must provide in writing a list of five (5) years of experience</p> <p>Bidders must demonstrate the experience by providing details related to the history and background of the company, with their bid at time of bid closing.</p> <p>Bidders must provide details of one (1) contract that are similar in scope and size with their bid at time of bid closing. Contact names with phone numbers and e- mail addresses must be provided. Canada reserves the right to confirm details through contact information provided.</p> <p>"Scope and size"- for the purpose of evaluation, means: type of work and services provided and volume of work.</p>	

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Pricing must be provided in accordance with Annex B, Basis of Payment, in Canadian Funds.

The total evaluated price will be the sum of evaluated price for each firm and optional period.

Evaluated price for a period is calculated as follows and is calculated the same for each contract year period

Compressed Helium Gas = 2100 cubic meters x \$ / cubic meter

Shipping = 21 cylinders per month x 12 months x \$ / cylinder

Rental = 12 months x \$ / per month

4.1.2.2 SACC Manual Clauses

A0220T (2014-06-26) Evaluation of Price - Bid

4.2 Basis of Selection – Mandatory Technical Criteria

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 will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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

Solicitation No. - N° de l'invitation
K3D05-211024/001/TOR
Client Ref. No. - N° de réf. du client
K3D05-211024

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

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 property agreement of 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 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.

Solicitation No. - N° de l'invitation
K3D05-211024/001/TOR
Client Ref. No. - N° de réf. du client
K3D05-211024

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

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 Requirement

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

6.2.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.2.1.1 Task Authorization Process

Task Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization" form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.2.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$25,000.00. Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

6.2.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means **800 cubic meters per year** (\$ value calculated at contract award).

Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3.

Solicitation No. - N° de l'invitation
K3D05-211024/001/TOR
Client Ref. No. - N° de réf. du client
K3D05-211024

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.2.3 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

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

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

The yearly periods are defined as follows:

1 August to 31 July

The data must be submitted to the Contracting Authority no later than 15 calendar days prior the end of the reporting period.

Reporting Requirement- Details

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

For each authorized task:

the authorized task number or task revision number(s);

a title or a brief description of each authorized task;

the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;

the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;

the start and completion date for each authorized task; and

the active status of each authorized task, as applicable.

For all authorized tasks:

the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and

the total amount, exclusive of Applicable Taxes, expended to date against all authorized TA.

Solicitation No. - N° de l'invitation
K3D05-211024/001/TOR
Client Ref. No. - N° de réf. du client
K3D05-211024

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

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) (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 (2020-05-28), 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 from date of Contract award to 31 July 2024 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before 30 calendar days upon the issue date under a Task Authorization issued under the contract.

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-year period under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the Contract expiry date. The option may only be exercised by the Contracting Authority by notice in writing, and will be evidenced, for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ms. Vashti Ramnarine

Acquisitions | Ontario Region - Approvisionnement | Région de l'Ontario
Public Services and Procurement Canada - Ontario Region / Government of Canada
Services publics et Approvisionnement Canada - Région de l'Ontario / Gouvernement du Canada
10th Floor, 4900 Yonge Street - 10^e étage, 4900 rue Yonge
Toronto, Ontario M2N 6A6
vashti.ramnarine@pwgsc-tps.gc.ca / Tel: 289-772-7284 - / Tél: 289-772-7284

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:

Name: _____
Title: _____

Solicitation No. - N° de l'invitation
K3D05-211024/001/TOR
Client Ref. No. - N° de réf. du client
K3D05-211024

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

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: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 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 price, as specified in Annex B for a cost of \$ _____ (*insert the amount at contract award*). 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 Limitation of Price

SACC Manual clause C6000C (2017-08-17), Limitation of Price

6.6.3 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

6.6.4 SACC Manual Clauses

SACC Manual clause C2000C (2007-11-30), Taxes - Foreign-based Contractor

6.6.5 Electronic Payment of Invoices

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

- i. Visa Acquisition Card;
- ii. MasterCard Acquisition Card;
- iii. Direct Deposit (Domestic and International);
- iv. Electronic Data Interchange (EDI);
- v. Wire Transfer (International Only); or

6.7 Invoicing Instructions

6.7.1 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.

6.7.2 Invoices must be distributed as follows:

- (i) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (ii) 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.

6.9 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) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) the general conditions 2010A (2020-05-28), General Conditions – Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment; and
- (e) the Contractor's bid dated _____. (*insert at time of contract award*)

6.11 Insurance

G1005C (2016-01-28), Insurance

6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

Solicitation No. - N° de l'invitation
K3D05-211024/001/TOR
Client Ref. No. - N° de réf. du client
K3D05-211024

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

6.13 SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations
B1505C (2016-01-28) Shipment of Dangerous Goods / Hazardous Products
D3015C (2014-09-25) Dangerous Goods / Hazardous Products – Labelling and Packaging Compliance

ANNEX "A"

REQUIREMENT

Title: Helium resupply for Pickle Lake

Environment Canada and Climate Change (ECCC) requires the supply and delivery of compressed helium gas in the Contractor owned containers (cylinders) to their station in Pickle Lake, Ontario, Canada.

This Task Authorization Contract will be for a period of 3 years from Date of Contract Award. There will be an option to extend the contract for two (2) additional one (1) year period.

(c) It is anticipated that only one contract will be awarded as a result of this solicitation.

1.0 Background

The Meteorological Service of Canada maintains a Rawinsonde network for the purpose of obtaining upper air data to meet the following objectives:

- To analyze, understand and predict meteorological phenomena occurring in the earth's atmosphere for the purpose of providing meteorological service to the people of Canada;
- To fulfill Canada's commitment to the World Meteorological Organization (WMO) to provide specified atmospheric data to other WMO members.

A radiosonde is an electronic instrument which is carried aloft by a free balloon for the purpose of transmitting meteorological data (pressure, temperature and relative humidity) to a ground receiving station. A system, which has the equipment capable of receiving and processing meteorological data from a radiosonde, is known as a radiosonde system. If the equipment is also capable of tracking and recording the trajectory of the radiosonde from which the wind speed and direction can be calculated, then the system is known as a rawinsonde system.

Environment and Climate Change Canada maintains an upper air program which requires filling a large balloon with helium twice daily and letting it ascend into the upper atmosphere.

2.0 Requirement

The Contractor must supply Compressed Helium Gas in Contractor owned containers to Environment and Climate Change Canada Aerological Station at Pickle Lake.

The Contractor is responsible for all documentation involved in providing the helium to the EC weather station. This will include, but is not limited to, any documentation and or labelling required for Dangerous Goods Transportation and WHMIS.

The Contractor is responsible for the pickup of the empty cylinders from the site, when they are informed by the Project Authority that they have become empty and require pickup. The Contractor is not responsible for the hook-up of the helium container; this is the responsibility of Environment Canada. The Contractor must provide all Compressed Helium Gas in approximately 8 cubic meter cylinders

3.0 Delivery

The Contractor must ensure that there is no interruption to the observing program due to lack of helium gas caused by a missed delivery. Environment Canada will notify the Contractor at an agreed minimum re-supply point for replenishment, depending upon type of storage and required lead time. The Contractor is responsible for the unloading and loading of the helium supply at the EC Pickle Lake Upper Air Station at each resupply and must include the necessary manpower and equipment to do this.

Solicitation No. - N° de l'invitation
K3D05-211024/001/TOR
Client Ref. No. - N° de réf. du client
K3D05-211024

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

4.0 Additional Details

The requirement at Pickle Lake, an Upper Air Station, is approximately 150 cubic meters of helium per month or 1800 cubic meters annually. For Pickle Lake the annual requirement for helium is estimated to be as low as, 1500 cubic meters, with a potential maximum of 2100 cubic meters. In terms of 8 cubic meter cylinders this would be a minimum of 185 to a maximum of 260 cylinders per annum. In addition to the month supply of helium, a backup supply of approximately 100 cubic meters (10 to 12 cylinders) shall be maintained on site at all times. This is a requirement given the importance of the Upper Air Program at Pickle Lake and the location of the site.

Amount: 1500 to 2100 cubic meters or 185 to 260 cylinders (8 m cubic cylinders).

Solicitation No. - N° de l'invitation
K3D05-211024/001/TOR
Client Ref. No. - N° de réf. du client
K3D05-211024

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

Annex B Basis of Payment

Firm unit prices in Canadian funds including Canadian customs duties, excise taxes, fuel surcharge for delivery, and F.O.B. Destination. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

A. Contract Award to 31 July 2024

i. Compressed Helium Gas – Contractor owned containers (cylinders)

\$ _____ / cubic metre

ii. Shipping & Installation – includes cost of transportation (road, rail and local delivery) for the cylinders to and from the location. Installation on Manifold and helium leak tested each time they are changed

\$ _____ / per cylinder (50 cylinder minimum order)

iii. Rental – includes cylinders, bulk-packs, manifolds (required to connect the helium supply to the balloon filling equipment installed at the weather station)

\$ _____ / per month

B. Option 1: 1 August 2024 to 31 July 2025

i. Compressed Helium Gas – Contractor owned containers (cylinders)

\$ _____ / cubic metre

ii. Shipping & Installation – includes cost of transportation (road, rail and local delivery) for the cylinders to and from the location. Installation on Manifold and helium leak tested each time they are changed

\$ _____ / per cylinder (50 cylinder minimum order)

iii. Rental – includes cylinders, bulk-packs, manifolds (required to connect the helium supply to the balloon filling equipment installed at the weather station)

\$ _____ / per month

C. Option 2: 1 August 2025 to 31 July 2026

i. Compressed Helium Gas – Contractor owned containers (cylinders)

\$ _____ / cubic metre

ii. Shipping & Installation – includes cost of transportation (road, rail and local delivery) for the cylinders to and from the location. Installation on Manifold and helium leak tested each time they are changed

\$ _____ / per cylinder (50 cylinder minimum order)

iii. Rental – includes cylinders, bulk-packs, manifolds (required to connect the helium supply to the balloon filling equipment installed at the weather station)

\$ _____ / per month

A+B+C = Total Evaluated Price: \$ _____

**At contract award, 'Total Evaluated Price' becomes 'Total Contract Price'.*

Solicitation No. - N° de l'invitation
K3D05-211024/001/TOR
Client Ref. No. - N° de réf. du client
K3D05-211024

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

ELECTRONIC PAYMENT INSTRUCTIONS

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation
K3D05-211024/001/TOR
Client Ref. No. - N° de réf. du client
K3D05-211024

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

(http://publiservice-app.pwgsc.gc.ca/forms/text/search_for_forms-e.html)

Clear Data - Effacer les données

Instructions - Page 1

Instructions - Page 2



Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

Annex
Annexe

Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat	

For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
--	--	---

Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Solicitation No. - N° de l'invitation
K3D05-200884/A
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

Annex
Annexe _____

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date