



**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  
L'Esplanade Laurier,  
140 O'Connor Street,  
East Tower, 4th floor,  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Bulk O2 Tank Rental	
<b>Solicitation No. - N° de l'invitation</b> 23375-210890/A	<b>Date</b> 2021-09-10
<b>Client Reference No. - N° de référence du client</b> 23375-210890	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-642-80354	
<b>File No. - N° de dossier</b> hl642.23375-210890	<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> Eastern Daylight Saving Time EDT <b>on - le 2021-09-29</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Richard Tea	<b>Buyer Id - Id de l'acheteur</b> hl642
<b>Telephone No. - N° de téléphone</b> (343) 574-2675 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no security requirement associated with the requirement.

### 1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### 1.3 Debriefings

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

### 1.4 Canadian Content

The requirement is limited to Canadian goods.

### 1.5 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.

**Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, offerors are highly encouraged to transmit their bid electronically using the epost Connect service. Information on the epost Connect service can be found in Part 2 entitled Offeror Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation.**

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

Delete: 60 days  
Insert: 90 days

### 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.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

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 Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 15 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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions – Electronic Submission

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

Due to the nature of the Request for Proposal, transmission of bids by mail/courier to PWGSC BRU **will not be accepted**.

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

#### 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 to 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 "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" 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

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

#### 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.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Responses to all mandatory technical criteria must be submitted with the bid no later than the closing date and time of the Request for Proposal.

No.	Mandatory Criteria Description	For PSPC Use Only	
		Compliance (Met/Not Met)	Bidder's Substantiation
MTC1	Oxygen storage tank minimum 900 gallons, maximum 1500 gallons.		
MTC2	Tank outlet connections must be capable of supplying a liquid discharge operating between 350 and 400 psi(g).		
MTC3	Transmitter must output a 4-20 mA signal.		
MTC4	The bidder must demonstrate experience involving at least one similar sized installation project.		
MTC5	The bidder must provide dimensioned drawings of major equipment.		

#### 4.1.2 Financial Evaluation

##### Evaluation of Price - Bid

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 will be recommended for award of a contract.

The lowest aggregate price includes the total cost of during the supply period.

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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 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.

#### 5.1.2 Canadian Content Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

( ) the goods offered are Canadian goods as defined in paragraph 4 of clause A3050T.

### 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 property 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 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.

<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

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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

There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 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.

#### 6.3.2 Supplemental General Conditions

Supplemental General Conditions: Leased Equipment Transactions, attached as Annex "A", 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 to \_\_\_\_\_ inclusive. (Installation date + 2 years)

#### 6.4.2 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_ (TBD at contract award).

#### 6.4.3 Delivery Points

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

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Richard Tea, Supply Specialist  
Public Works and Government Services Canada  
Procurement Branch, Real Property and Commercial Acquisitions Sector  
Industrial Products and Vehicles Procurement Directorate  
Fuel and Construction Products Division (HL)  
140 O'Connor Street, L'Esplanade Laurier Building, East Tower  
Ottawa, ON K1A 0R5  
343-574-2675  
[Richard.Tea@tpsgc-pwgsc.gc.ca](mailto:Richard.Tea@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

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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 (to be completed at contract award by Contracting Authority)**

The Technical Authority for the Contract is:

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

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. 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**

Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**6.6 Payment**

**6.6.1 Basis of Payment – Rental and Maintenance**

The Contractor will be paid firm monthly rates for rental and maintenance (covering all parts, labour, preventive and remedial maintenance), payable each month in arrears. Customs duties are included, and Applicable Taxes are extra. See Annex "C"- Basis of Payment.

Charges or extra fees such as Dangerous Goods, Hazardous Materials, Fuel Surcharge, or Environmental Compliance are included, if applicable; and Applicable Taxes are extra.

**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 Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

#### **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);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.7 Invoicing Instructions**

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

#### **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 Ontario.

#### **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) Annex “A” - Supplemental General Conditions: Leased Equipment Transactions
- (c) the General Conditions 2010A (2020-05-28) Goods (Medium Complexity);
- (d) Annex “B” – Statement of Work; and
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) , as clarified on \_\_\_\_\_ (*insert date*) or as amended on \_\_\_\_\_ (*insert date*).

#### **6.11 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.

Solicitation No. - N° de l'invitation  
23375-210890/001/A  
Client Ref. No. - N° de réf. du client  
23375-210890

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hl642.23375-210890

Buyer ID - Id de l'acheteur  
hl642  
CCC No./N° CCC - FMS No./N° VME

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- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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## **ANNEX "A" – SUPPLEMENTAL GENERAL CONDITIONS – Leased Equipment Transactions**

### **1. Interpretation**

1.1 In the Contract, unless the context requires otherwise:

A. "Delivery Date" means the date specified in the Contract for the delivery of the Leased Equipment;

B. "Downtime" means the time, measured in hours and whole minutes, during which the Leased Equipment is not available for Fully Functional Operation during User Time because of a malfunction of the Leased Equipment. Downtime starts when Canada notifies the Contractor that the Leased Equipment is not available for Fully Functional Operation and ends when the malfunction has been corrected and the Contractor notifies Canada that the Leased Equipment has been restored to Fully Functional Operation, unless Canada then notifies the Contractor that the Leased Equipment is still not available for Fully Functional Operation;

C. "Fully Functional Operation" means that the Leased Equipment is working according to all the Specifications, so that all of the functionalities of the Leased Equipment can be used;

D. "General Conditions" means the general conditions that form part of the Contract;

E. "Leased Equipment Documentation" means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Canada for use with the Leased Equipment, whether it is to be supplied in printed form or on an electronic storage medium, such as a CD-ROM;

F. "Leased Equipment" means the Equipment leased under the Contract;

G. "Ready for Use" describes the Leased Equipment once the Contractor has delivered it and, if applicable, has installed and integrated it so that it is available for Fully Functional Operation;

H. "Specifications", despite the definition in the General Conditions, for the Leased Equipment, means the functional or technical description of the Work set out or referred to in the Contract, including drawings, samples and models, and also includes, except to the extent inconsistent with anything in the Contract, any such description set out or referred to in any brochure, product literature or other documentation provided by the Contractor under the Contract, as well as any technical documentation published or made generally available by the manufacturer of any of the Leased Equipment.

1.2 Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions, unless provided otherwise. If the General Conditions contain sections entitled "Ownership" or "Warranty", those sections do not apply to the Leased Equipment. Instead, the ownership and warranty provisions in these supplemental general conditions apply to the Leased Equipment.

1.3 If there is any inconsistency between the General Conditions and these supplemental general conditions, the applicable provisions of these supplemental general conditions prevail.

### **2. State of Leased Equipment**

All Leased Equipment supplied by the Contractor must:

A. be off-the-shelf, meaning it must be composed of standard Equipment requiring no further research or development; and

B. conform to the version of the applicable specification or part number of the manufacturer in effect at the time of delivery.

### 3. Delivery

The Contractor must deliver the Leased Equipment to the location(s) designated by Canada by the Delivery Date. The Contractor must pay all costs associated with replacing any item damaged in transit to the final destination. The Contractor acknowledges that no item will be considered delivered on the Delivery Date if it is damaged or otherwise not ready for Canada to begin its acceptance procedures. The Contractor must, at a minimum, package the Leased Equipment according to industry standards, and include a packing slip with each shipment. All costs associated with packaging, shipping, transportation and delivery are included in the lease rate of the Leased Equipment.

### 4. Installation Preparation Requirements

4.1 If the Contract describes special site preparation requirements, the Contractor must prepare the site for delivery or installation at its own expense according to those requirements, sufficiently in advance to meet the Delivery Date. All the costs associated with the special site preparation are included in the lease rate of the Leased Equipment.

4.2 If the Contract provides that Canada is responsible for special site preparation requirements, then the following applies:

A. Canada must prepare the site at its own expense in accordance with the site preparation requirements described in the Contract;

B. If the Contract provides that there are special site preparation requirements, but does not describe them, the Contractor must deliver a complete written description of them to Canada immediately following the date of the Contract or, if the Delivery Date is more than thirty (30) days after the date of the Contract, at any time at least thirty (30) days before the Delivery Date. If the Contractor delivers the special site preparation requirements to Canada by this time, and Canada does not object to any of the Contractor's requirements within ten (10) days, Canada must prepare the site according to these requirements. If Canada is required to make any alterations or modifications because the Contractor's special site preparation requirements were incomplete or incorrect, the Contractor must reimburse Canada for any additional expenses it incurs. The Contractor guarantees that, if the site is prepared and maintained by Canada according to the special site preparation requirements, the resulting environment will permit the Leased Equipment to operate according to the Specifications;

C. Canada must complete the special site preparations and notify the Contractor that the site is ready at least five (5) working days before the Delivery Date, after which the Contractor may inspect the site at a time agreed to by Canada. Inspection by the Contractor does not relieve Canada of its obligation to prepare the site according to the special site preparation requirements described in the Contract; and

D. If Canada does not prepare the site according to the special site preparation specifications on time, unless the delay is due to an event reasonably beyond Canada's control, the Contractor will be entitled to be reimbursed for any additional costs that it can demonstrate that it reasonably and properly incurred as a direct result of the delay.

4.3 If the Contract does not describe any special site preparation requirements, neither subsection 4.1 nor 4.2 will apply; the Contractor guarantees that none are required for the Leased Equipment to operate according to the Specifications.

### 5. Installation and Integration

5.1 Unless provided otherwise in the Contract, the Contractor must unpack, assemble, install, and integrate all the Leased Equipment at the location(s) specified in the Contract. Where necessary to complete this part of the Work, the Contractor must provide all required moving and installation resources, including but not limited to personnel, packing material, vehicles, cranes, and floor protection panels. After completing this part of the Work, the Contractor must provide Canada's on-site representative with written notification that the Leased Equipment is ready for Use.

5.2 The Contractor must supply all materials required to complete the assembly, installation, integration of the Leased Equipment at the location(s) specified in the Contract so that it is Ready for Use and acceptance, including providing and setting up all the required connections to the power supply and any other necessary utilities, cables, and any other accessories or supplies.

5.3 The Contractor must leave all work areas clean and tidy at the end of each workday and once the Work is complete, which includes removing and disposing of all packing materials.

5.4 All costs associated with the Work described in this section are included in the rate of the Leased Equipment.

## **6. Leased Equipment Documentation**

6.1 The Contractor must provide to Canada the same Leased Equipment Documentation that it provides to other purchasers of similar Leased Equipment, and must include all supplements and revisions to the Leased Equipment Documentation effective up to the Delivery Date. The Leased Equipment Documentation must at least include all the documentation available to consumers from the manufacturer of the Leased Equipment about the technical specifications of the Leased Equipment, and operating instructions.

6.2 The Contractor guarantees that the Leased Equipment Documentation it provides is sufficiently detailed to allow Canada to use the Leased Equipment.

6.3 If the Contract states that the Contractor must provide maintenance documentation, the Contractor guarantees that the Leased Equipment Documentation it provides is sufficiently detailed to permit Canada, or someone authorized by Canada, to maintain and repair the Leased Equipment properly, and to test it for that purpose.

6.4 The Contractor must deliver the Leased Equipment Documentation to Canada with the Leased Equipment. If multiple units are delivered, unless the Contract specifically provides otherwise, the Contractor must provide one complete set of Leased Equipment Documentation with each item of Leased Equipment.

6.5 If there are changes to the Leased Equipment during the contract period, the Contractor must update the Leased Equipment Documentation, at no additional cost to Canada. The Contractor must provide these updates within ten (10) days of the updates being made available by the manufacturer. If available from the manufacturer, the updates must include supporting documentation that identifies any problem resolved or enhancement made to the Leased Equipment, any new feature(s) added, and any necessary installation instructions.

6.6 Despite anything in the General Conditions concerning copyright, the copyright in the Leased Equipment Documentation will not be owned or transferred to Canada. However, Canada has the right to use the Leased Equipment Documentation and may, for its own internal purposes, copy it for use by individuals using or supporting the Leased Equipment, as long as Canada includes any copyright and proprietary right notices that are part of the original document.

6.7 Unless provided otherwise in the Contract, the Leased Equipment Documentation must be delivered in both English and French. If the Contract provides that the Leased Equipment Documentation is only required to be provided in one of Canada's official languages, Canada has the right to translate it or have it translated for its own use. Canada owns any translation and is not required to provide it to the Contractor. Canada must include any copyright and proprietary right notices that are part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Canada.



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## **7. Acceptance**

7.1. The Leased Equipment, including all the Work related to it, is subject to acceptance by Canada. As part of its acceptance process, Canada may test any function of the Leased Equipment to determine whether it meets the Specifications. If any of the Work does not meet the requirements of the Contract, Canada may reject it or require that it be corrected at the Contractor's expense before accepting it. No payments for the Leased Equipment are due under the Contract unless the Leased Equipment is accepted.

7.2 Acceptance by Canada does not relieve the Contractor of its responsibility for defects in the Leased Equipment or other failures to meet the requirements of the Contract or of its warranty or maintenance obligations under the Contract.

7.3 The Procedure for acceptance will be as follows:

A. the Contractor must notify the Technical Authority or any duly appointed representative thereof in writing once the Leased Equipment is Ready for Use by referring to this provision of the Contract and requesting acceptance of the Work;

B. Canada will have thirty (30) days to perform its acceptance procedures (the "Acceptance Period"); and

C. if Canada provides notice of any deficiency during the Acceptance Period, the Contractor must address the deficiency at no cost to Canada as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work and the Acceptance Period will start again.

## **8. Ownership of Leased Equipment**

8.1 The Contractor will remain the owner of all the Leased Equipment, unless Canada either exercises any option to purchase the Leased Equipment included in the Contract, or purchases the Leased Equipment under a separate agreement.

8.2 If the Contract contains an option to purchase the Leased Equipment or any part of it, Canada will become the owner of that Leased Equipment on the date it exercises that option, or the date Canada specifies when it exercises the option, if any. Once Canada becomes the owner, Canada bears the risk of loss or damage to the purchased Equipment. Once Canada becomes the owner, no more lease payments are due under the Contract for the purchased Leased Equipment.

## **9. Lease Period**

9.1 The period of the lease starts on the day the Leased Equipment is accepted and ends when it expires in accordance with the Contract (Lease Period), unless the lease is terminated earlier in accordance with the Contract.

9.2 Unless provided otherwise in the Contract, if the Contract allows for additional items to be leased during the contract period, regardless of when those items become part of the Leased Equipment, the Lease Period for all the Leased Equipment will end on the day that the Lease Period for the first item of Leased Equipment leased under the Contract expires.

9.3 If the first day of the Lease Period is not on the first day of a calendar month, then the charge for the first and last months of the lease will be the portion of the specified monthly charge determined by multiplying the number of days in the month during which the lease is in effect by 1/30 of the monthly lease charge in effect under the Contract at the time.

## **10. Warranty for Leased Equipment**

10.1 Even if Canada has accepted the Leased Equipment, the Contractor warrants that, throughout the

Lease Period (which is also the "Leased Equipment Warranty Period"), it will be free from all defects in materials or workmanship, be free from all design defects, and conform in all ways with the requirements of the Contract, including the Specifications.

10.2 This warranty does not apply to a specific item of Leased Equipment if the only reason that item fails to conform to the requirements of the Contract is because:

- A. Canada is negligent or does not use the Leased Equipment in accordance with the Specifications; or
- B. electric power or air conditioning or humidity control at the site does not perform according to any special site preparation requirements described in the Contract; or
- C. a person other than the Contractor, a subcontractor, or a person approved by either of them modifies the Leased Equipment or attaches materials to the Leased Equipment that was not designed or approved for use with the Leased Equipment by the Contractor, a subcontractor, or the manufacturer of the Leased Equipment; or
- D. Canada uses consumable supplies or materials in or on the Leased Equipment that are supplied by a person other than the Contractor or a subcontractor or a person for whom either of them is responsible, if those consumables or materials do not conform to the Specifications or to the Leased Equipment manufacturer's instructions to consumers.

10.3 The Contractor must provide Leased Equipment Maintenance Service for the Leased Equipment throughout the Leased Equipment Warranty Period. All charges and costs associated with providing the Leased Equipment Maintenance Service during the Leased Equipment Warranty Period are included in the lease rates. The Contractor must continue to provide Leased Equipment Maintenance Service for any part of the Leased Equipment that is repaired, replaced or otherwise made good as part of the Leased Equipment Maintenance Service for the remainder of the Leased Equipment Warranty Period that applied to the original item of Leased Equipment.

## **11. Termination of Lease for Convenience**

11.1 Instead of the section of the General Conditions entitled "Termination for Convenience", this section applies to the Leased Equipment.

11.2 Despite anything contained in the Contract, Canada may terminate the lease for all or any part of the Leased Equipment at any time during the Lease Period by giving notice to the Contractor sixty (60) days in advance.

11.3 If the Contracting Authority issues a termination notice under subsection 11.2, the only amounts that the Contractor will be entitled to be paid in connection with the termination are:

- A. the monthly lease charges for the Leased Equipment, or the part of the Leased Equipment for which the lease is terminated, up to the date of termination, prorated as necessary if the termination date does not coincide with the end of the month; and
- B. the lease termination charge, if one is specifically set out in the Contract.

11.4 Despite subsection 11.3, the total amount that the Contractor will be entitled to be paid in connection with the termination under subsection 11.3, together with any amounts already paid to the Contractor for the lease of the Leased Equipment, must not exceed the total Contract Price for the lease of the Leased Equipment, or, in the case of a partial termination, the portion of the Contract Price that applies to the portion of the lease that is terminated.

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## **12. Risk of Loss or Damage to Leased Equipment**

12.1 The Contractor agrees to bear the risk of loss of or damage to the Leased Equipment while it is being transported or installed and during the entire time the Leased Equipment is in Canada's possession, except losses or damages caused by the negligence of Canada or someone acting on Canada's behalf.

12.2 If the Leased Equipment is lost or damaged during the Lease Period, unless the loss or damage is caused by Canada or by someone acting on Canada's behalf, Canada is not required to make lease payments while the Contractor repairs or replaces the Leased Equipment and, at Canada's option, the Lease Period will be extended by the amount of time the Contractor takes to repair or replace the Leased Equipment. This subsection does not prevent Canada from terminating the Contract for default, if the Leased Equipment is unavailable for Fully Functional Operation for more than thirty (30) days.

## **13. Modifications to Leased Equipment**

Canada agrees not to modify the Leased Equipment unless it obtains the Contractor's written approval, which the Contractor must not unreasonably withhold.

## **14. De-installation and Removal of Leased Equipment**

14.1 The Contractor must de-install and remove the Leased Equipment promptly after the expiration or termination of the lease. If the Lease Period is different for different items of Leased Equipment, this obligation applies to each item of Leased Equipment when the lease ends. The Contractor must provide all necessary removal resources, including cranes, and must arrange for any necessary transportation, rigging and drayage in connection with the removal of the Leased Equipment from Canada's premises. All costs associated with the de-installation, removal and transportation to the Contractor's premises are included in the lease rates.

14.2 If the Contractor does not de-install and remove the Leased Equipment within thirty (30) days of the end or termination of the lease, at Canada's option, ownership of the Leased Equipment will automatically transfer to Canada or Canada may arrange for the de-installation and removal of the Leased Equipment, at the Contractor's cost. Canada may deduct this amount from any amount owing by Canada to the Contractor from time to time, under the Contract or otherwise.

## **15. Quiet Enjoyment**

The Contractor guarantees that it has full power and authority to lease the Leased Equipment to Canada. The Contractor also guarantees that, during the Lease Period, if Canada is performing its obligations under the Contract, Canada will have unlimited use of the Leased Equipment without disturbance by the Contractor, or any person acting on behalf of the Contractor or who has rights granted by the Contractor, except when the Contractor is performing Leased Equipment Maintenance Service under the Contract.

## **16. Right to Withhold Lease Payments**

If the Contractor is not carrying out all of its obligations under the Contract, Canada may, without affecting any other right that Canada may have, including the right to terminate for default, withhold the lease payments from the Contractor until the default is cured. The Contracting Authority may exercise this right by sending a notice to the Contractor that describes the default. All other terms and conditions remain unchanged.

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## **ANNEX "B" – STATEMENT OF WORK**

### **1.0 Description of Requirement**

Natural Resources Canada – CanmetENERGY has a requirement for a bulk oxygen delivery system in support of the high pressure research facility at **1 Haanel Drive - Building 4, Ottawa, Ontario K1A 1M1**.

### **2.0 Background**

The overall objective for Natural Resources Canada – CanmetENERGY BCC is the continued operation of the High Pressure Integrated Energy Conversion Laboratory and its associated pilot facilities. The successful contractor will be supplying an oxygen bulk gas supply station, including a storage tank, pressure builder, vapourizer and pressure regulating station with the capability of integration into the pilot facility control system.

### **3.0 Business and Technical Environment**

Natural Resources Canada – CanmetENERGY BCC hours of operation are Monday to Friday 7am to 6pm unless special permissions are granted. The contractor will have no on-site requirements beyond normal operating hours.

### **4.0 Process Information**

The minimum required flow rate for gaseous oxygen shall be no less than 300 kg/h at a minimum pressure of 350 psi.

### **5.0 Requirements**

The following requirements must be met by the contractor:

#### **A. Oxygen Supply System**

- i) Must have one (1) oxygen bulk gas storage tank with a nominal liquid oxygen capacity of 900 gallons minimum, 1500 gallons maximum. Minimum required operating pressure of 350 psi(g). Pressure vessel to be manufactured under the provisions of Division 1, Section VIII of the ASME code.
- ii) Must have a vapourizer(s) for conversion of liquid oxygen from the bulk storage tank to gaseous form prior to entering the customer supplied process piping. Minimum required operating pressure of 350 psi(g). The vapourizer(s) are to be sized to allow normal operating flow of 300 kg/h on a continuous basis.
- iii) Any pipe insulation on liquid lines to be supplied and installed by the contractor.
- iv) Must have an alternate supply assembly in order to allow for emergency supply of product from an alternate source should a malfunction occur.
- v) Must have a level transmitter on the bulk storage tank. Transmitter to output a 4-20 mA signal. CanmetENERGY will connect from data port to local monitoring station. Contractor to provide equipment specification details as required.

- vi) Must have a pressure transmitter on the bulk storage tank. Transmitter to output a 4-20 mA signal. CanmetENERGY will connect from data port to local monitoring station. Contractor to provide equipment specification details as required.
- vii) Must have a pressure regulating station for the supply of gas at 350 psi(g) pressure into customer supplied process piping. The station will have two (2) trains of pressure regulating equipment including: pressure regulator, block valves allowing removal of spare regulator for maintenance during facility operation, upstream pressure gauge, and downstream pressure gauge. Each regulator train will be capable of supplying a peak oxygen flow of 300 kg/h at 350 psig.

## **B. Concrete Pad**

The cryogenic oxygen bulk storage tank and supply systems will be located on an existing concrete pad. Specifications of concrete pad attached at Annex D.

## **C. Design & Installation**

- i) Contractor is asked to provide an installation schedule within \_\_\_ days of contract award. Contractor will provide updates on progress and anticipated completion dates as requested by the client.
- ii) Contractor to provide a CRN (Canadian Registration Number) for all pressure vessels and fittings design and obtain full registration for service in Canada.
- iii) Engineering design to be performed by an individual registered as a professional engineer with the appropriate engineering association for the province or state in which the design is being carried out. This individual must be cognizant of the engineering acts and regulations in Ontario.
- iv) Contractor is responsible for on-site supervision during delivery, maintenance, repair, and installation.
- v) Installation must be in compliance with applicable Compressed Gas Association (CGA) standards. Contractor must provide dimensioned drawings of major equipment with bid.
- vi) Contractor shall perform a pressure test on all supplied components once connectivity is complete as required by Technical Standards Safety Authority TSSA and the appropriate design code (ASME B31.3). Contractor shall provide all equipment and materials to perform the test. Test pressures shall be determined based on the design pressures.

## **6.0 Schedule**

The oxygen bulk storage tank, supply systems, and auxiliaries are to be installed and ready for operation within 90 days of awarding of this contract or from the time the

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installation site is deemed suitable for the successful bidder to begin installation, whichever is later.

## **7.0 Exclusions**

- a. Connection of bulk storage tank level and pressure transmitters to in-house control system will be done by CanmetENERGY.
- b. Connection of contractor's piping at termination point to main supply lines interior to the building will be done by CanmetENERGY.

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### ANNEX "C" – BASIS OF PAYMENT

**IMPORTANT:** Charges or extra fees such as Dangerous Goods, Hazardous Materials, Fuel Surcharge, and Environmental Compliance must be accounted for in the unit pricing below.

#### 1. Storage Tanks - Lease Rate and Supply Equipment

Item	Firm Monthly Rate (\$ / month)	
	Year 1 (12 month period to begin upon installation)	Year 2 (12 months)
Fees and maintenance for one (1) oxygen storage tank (as per Annex B), owned by the contractor, installed with the required auxiliary equipment, at the following address :  Natural Resources Canada – CanmetENERGY high pressure research facility: 1 Haanel Drive - Building 4, Ottawa, Ontario K1A 1M1  The monthly rental fee includes installation and removal.	\$	\$

The All-Inclusive Monthly Rate includes all costs related to the Oxygen Storage Tank as outlined in the Annex "B" Requirement.

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## **ANNEX “D” – CONCRETE PAD SPECIFICATIONS**

See next page for specifications






1. CONTRACTOR TO VERIFY ALL DIMENSIONS ON SITE PRIOR TO FABRICATION.
2. SUB-SEA TO BE REIGNED ON SITE BY A QUALIFIED GEOTECHNICAL ENGINEER LICENSED IN THE PROVINCE OF ONTARIO PRIOR TO BACKFILLING. VERIFY MINIMUM 75 kN/m BEARING CAPACITY.
3. CONTRIBUTION TO VERIFY ADEQUATE REQUIREMENTS FOR JAKES & EQUIPMENT (i.e. INSERTS, ANCHOR BOLTS) WITH ENGINEER PRIOR TO CONSTRUCTION.





Project North



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project	revision	date	project
BITUMEN STORAGE BUILDING No. 4, E.M.R. BELLS CORNERS COMPLEX NEW CONCRETE PAD AND PILING			
	1	ISSUED FOR 50% REVIEW	06/10/00
	2	ISSUED FOR 50% REVIEW	06/10/00
	3	RE-ISSUED FOR 50% REVIEW	05/10/01
	4	RE-ISSUED FOR 50% REVIEW	06/10/02
5	ISSUED FOR TENDER	06/10/03	

[illegible]

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## **ANNEX "E" – ELECTRONIC PAYMENT OF INVOICES**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)