Title - Sujet
Liquid Nitrogen Industrial Standard

Solicitation No. - N° de l'invitation | Date
31184-186462/A | 2018-11-22

Client Reference No. - N° de référence du client
31184-186462

GETS Reference No. - N° de référence de SEAG
PW-SSH-668-75867

File No. - N° de dossier | CCC No./N° CCC - FMS No./N° VME
hl668.31184-186462 | hl668

Solicitation Closes - L'invitation prend fin
at - à 02:00 PM
on - le 2019-01-03

F.O.B. - F.A.B.
Plant-Usine: □ Destination: □ Other-Autre: □

Address Enquiries to: - Adresser toutes questions à:
Boyer, Michel

Telephone No. - N° de téléphone
(613) 295-9383 ( )

FAX No. - N° de FAX
( ) -

Destination - of Goods, Services, and Construction:
Destination - des biens, services et construction:
NATIONAL RESEARCH COUNCIL CANADA
BLDG M-50
1200 MONTREAL RD
OTTAWA
Ontario
K1A0R6
Canada

Instructions: See Herein

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

Delivery Required - Livraison exigée | Delivery Offered - Livraison proposée
See Herein

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

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1.1 Security Requirements
There is no security requirement associated with the requirement.

1.2 Requirement - Bid
The requirement 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 Trade Agreements
The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canadian-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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

2.1 Standard Instructions, Clauses and Conditions

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

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids
Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

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

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

2.4 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.
PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

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

- Section I: Technical Bid (two (2) hard copies)
- Section II: Financial Bid (one (1) hard copy)
- Section III: Certifications (one (1) hard copy)

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

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.2 Pricing for Lease of Storage Tanks

Firm monthly rates are required with the Bidder’s proposal at Annex "C"- Pricing Schedule, section 1.
3.1.3 Pricing for Liquid Nitrogen
Firm prices per Cubic metre are required with the Bidder’s proposal at Annex “C” – Pricing Schedule, section 2.

3.1.4 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.

3.1.5 SACC Manual Clauses
The following terms and conditions are incorporated herein

<table>
<thead>
<tr>
<th>SACC Reference</th>
<th>Section</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>C3011T</td>
<td>Exchange Rate Fluctuation</td>
<td>2013-11-06</td>
</tr>
</tbody>
</table>

Section III: Certifications
Bidders must submit the certifications and additional information required under Part 5.
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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

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

   4.1.1.1 Mandatory Technical Criteria
   The Bidder must provide documentation showing how they meet the requirements detailed in Annex “B”.

   4.1.2 Financial Evaluation

   4.1.2.1 Mandatory Financial Criteria
   a) The Bidder must bid a firm prices in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty
      Paid to destination(s) Incoterms 2000, Customs Duties included for each item offered;
   b) The Bidders’ financial bid must be in accordance with the Basis of Payment; and
   c) To be considered the Bidder must provide a price for all sites for the tank rental and the
      supply and delivery of liquid nitrogen.

4.2 Basis of Selection - Multiple Items
   A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria
   to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of
   a contract.

4.3 Evaluation of Price
   The evaluated price offered will be the aggregate of a) and b), as follows (see Annex “D” for example):

   a) For the requirement stated in Annex “C”, 1. Storage Tanks – Lease rate, applicable to the five year period of the
      Contracts. Calculation will consist in the sum of all five (5) years by adding the firm monthly rate for each site per
      year; and

   b) For the requirement in Annex “C”, 2. – Liquid Nitrogen. Calculation will consist of the weighted
      average of the firm Unit Prices, for all sites and for all five (5) years, multiplied by the estimated
      yearly quantity (see Annex “B” – Requirement at 2.3 – Estimated Quantities).
### Example:

<table>
<thead>
<tr>
<th>Description</th>
<th>Weighted average unit price ($ / per cubic metre)</th>
<th>Total Estimated Quantity (Cubic metres)</th>
<th>Row Subtotal (Unit price x Total Estimated Quantity) ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicable to Standard G-10-1 per the Compressed Gas Association</td>
<td>$0.1668</td>
<td>7,173,000</td>
<td>$1,196,456.40</td>
</tr>
<tr>
<td>Five (5) year total firm rate for storage tanks (all five (5) years firm monthly rates added)</td>
<td></td>
<td></td>
<td>$223,500.00</td>
</tr>
</tbody>
</table>

**Total Financial Bid:** $1,419,956.400
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder’s certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certification Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, if applicable, the declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/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/employmentequity/federal-contractorprogram.html#). Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award
5.2.3.1 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders’ Authorized Representative Signature  Date

or

B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

<table>
<thead>
<tr>
<th>Green Practices within the Bidders’ organization</th>
<th>Insert a checkmark for each criterion that is met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Promotes a paperless environment through directives, procedures and/or programs</td>
<td></td>
</tr>
<tr>
<td>All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client</td>
<td></td>
</tr>
<tr>
<td>Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.</td>
<td></td>
</tr>
<tr>
<td>A minimum of 50% of office equipment has an energy efficient certification.</td>
<td></td>
</tr>
</tbody>
</table>

Bidders’ Authorized Representative Signature  Date
PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 **Security Requirements**
There is no security requirement applicable to the Contract.

6.2 **Requirement - Contract**
The Contractor must provide leased storage tanks and the supply and delivery of liquid nitrogen to facilities operated by the National Research Council in accordance with the Requirement at Annex “B”.

6.2.1 **Supply of Liquid Nitrogen**
The Contractor agrees to supply, deliver and sell to Canada, as required, during the period and in accordance with the terms of the Contract, the Liquid Nitrogen, provided the cumulative quantity of the gas does not exceed, per site, the “Estimated Usage (yearly)”, as specified in Annex “B”.

Canada shall have the option to purchase, during the Contract period, for any additional requirement of Liquid Nitrogen, which may be required by the National Research Council of Canada (NRC). This option will be exercised by means of a written request by the Contracting Authority. All terms and conditions of the contract, including price, will apply to this option.

6.2.2 **Quantity of Liquid Nitrogen**
The contractor hereby acknowledges and agrees that the “Estimated Usage (yearly)” specified in Annex “B” are estimates only, constituting an approximation made in good faith of the potential requirements of Canada. Such estimates neither express nor imply any obligation on the part of Canada to accept or purchase such quantities or any quantity whatsoever. Canada will have the right to accept only the quantity that will actually be required.

6.3 **Standard Clauses and Conditions**

6.3.1 **General Conditions**

6.3.2 **Supplemental General Conditions: Leased Equipment Transactions**
See Annex “A” for full content.

6.4 **Term of Contract**

6.4.1 **Period of the Contract**
The period of the Contract for the lease of storage tanks and the supply and delivery of liquid nitrogen, is from date of Contract to five (5) year inclusive (actual date of Contract to be disclosed upon Contract award, i.e. ________________).

6.4.2 **Commissioning Time** (Bidder must specify)
It will take ________________ calendar days to install the storage tanks and associated equipment in a fully operational mode.

6.4.3 **Delivery Time – Liquid Nitrogen**
Deliveries pursuant to the Requirement must occur following a time schedule agreed to between the End user and the Contractor, “as and when required”.

NOTE: notwithstanding the aforementioned, deliveries to **Building M-12** must take place between **08:00 and 22:00**, in compliance with City of Ottawa Noise By-Law.
6.4.4 Ordering Procedures

Technical Authority is entitled to place orders for Liquid Nitrogen by contacting the Contractor by telephone or electronic mail (see contractor’s Representative information below, under 6.5.3), as and when required.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Michel Boyer, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Commercial & Alternative Acquisitions Management Sector
Logistics, Electrical, Fuel & Transportation Directorate
Fuel & Construction Products Division (HL)
140 O’Connor Street, Tower East 4th Floor, 4191
Ottawa ON K1A 0S5
Telephone: 613-295-9383 Facsimile: 613-943-7620
E-mail address: michel.boyer@tpsgc-pwgsc.gc.ca

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

6.5.2 Technical Authority (will be added at contract award)

The Technical Authority for the Contract is:

Name: ______
Title: ______
Organization: ______
Address: ______
Telephone: ___-___-_____ Facsimile: ___-___-_____
E-mail: ________________

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

6.5.3 Contractor’s Representative

Name and telephone number of the person responsible for:

<table>
<thead>
<tr>
<th>General Enquiries</th>
<th>Delivery Follow-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Telephone No.:</td>
<td></td>
</tr>
<tr>
<td>Facsimile No.:</td>
<td></td>
</tr>
<tr>
<td>E-mail address:</td>
<td></td>
</tr>
</tbody>
</table>

6.6 Payment
6.6.1 Basis of Payment

6.6.1.1 Applicable to the Lease of Storage tanks – Firm Monthly Rates
In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid firm monthly rates, as specified in Annex “C” – Price Schedule. Custom 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.

6.6.1.2 Applicable to the Supply and Delivery of Liquid Nitrogen – Firm Unit Prices
In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex “C” – Pricing Schedule. Customs duties are included and Applicable Taxes are extra.

Loss of liquid nitrogen due to failure of supplier equipment must be at the Contractor’s expense.

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

6.6.2 Terms of Payment
SACC Manual clause H1001C (2008-05-12) Multiple Payments

6.6.3 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 Section 10 of 2010A, General Conditions - Goods (Medium Complexity). One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

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

6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor
The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the “FCP Limited Eligibility to Bid” (https://www.canada.ca/en/employment-social-
6.9 Applicable Laws
The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ____________. (Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)

6.10 Priority of Documents
If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
(a) the Articles of Agreement;
(b) the General Conditions 2010A (2018-06-21) Goods (Medium Complexity);
(c) Annex "A", Supplemental General Conditions: Leased Equipment Transactions
(d) Annex "B", Requirement;
(e) the Contractor's bid dated _______

6.11 SACC Manual Clauses
The following terms and conditions are incorporated herein

<table>
<thead>
<tr>
<th>SACC Reference</th>
<th>Section</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A9068C</td>
<td>Government Site Regulations</td>
<td>2010-01-11</td>
</tr>
<tr>
<td>B1505C</td>
<td>Shipment of Dangerous Goods/Hazardous Products</td>
<td>2016-01-28</td>
</tr>
<tr>
<td>B7500C</td>
<td>Excess Goods</td>
<td>2006-06-16</td>
</tr>
<tr>
<td>D3015C</td>
<td>Dangerous Goods/Hazardous Products – Labelling and Packaging Compliance</td>
<td>2014-09-25</td>
</tr>
<tr>
<td>G1005C</td>
<td>Insurance – No Specific Requirement</td>
<td>2016-01-28</td>
</tr>
</tbody>
</table>

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

6.13 Shipping Instructions - Delivery at Destination
1. Goods must be consigned to the destination specified in the Contract and delivered DDP Delivered Duty Paid National Research Council of Canada, Ottawa ON K1A 0R6 or K1N 5A2) Incoterms 2000 for shipments from commercial contractor.
2. The Contractor is responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and applicable taxes.
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 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
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.

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.


14.1 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.
ANNEX "B"

REQUIREMENT

1. Requirement

The supply and delivery of liquid nitrogen and the rental of six (6) storage tanks for the National Research Council of Canada (NRC).

The level of the gas must be monitored and controlled by the Contractor by means of a telemetry system to ensure a continuous feed to the facilities, without interruption. Delivery of the product must be made within two (2) calendar days of receipt of the signal from the tank. The system should be programmed to alert the Contractor when the product is no more than 30% of the tank capacity.

2. Provisions of the Requirement

Any changes to the Contractor owned equipment must not interfere with, nor interrupt delivery of the requirement of liquid nitrogen.

2.1 Leased Storage tanks

Storage tanks (size and quantity) are required for the following locations.

<table>
<thead>
<tr>
<th>Site – location</th>
<th>Concrete Pad (existing) - Measurements</th>
<th>Equipment Pad (extra from Tank Pad)</th>
<th>Tank Size (Gallons)</th>
<th>Number of Tanks Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1 Building Montreal (ON)</td>
<td>M-50, 1200 Road, Ottawa</td>
<td>16’6” x 18’</td>
<td>11,000</td>
<td>1</td>
</tr>
<tr>
<td>1-2 Building Montreal (ON)</td>
<td>M-50, 1200 Road, Ottawa</td>
<td>18’6” x 18’6” total</td>
<td>11,000</td>
<td>1</td>
</tr>
<tr>
<td>2 100 Sussex Drive, Ottawa (ON)</td>
<td></td>
<td>21’ x 12’ total</td>
<td>9,000</td>
<td>1</td>
</tr>
<tr>
<td>3 Building Montreal (ON)</td>
<td>M-54, 1200 Road, Ottawa</td>
<td>14’ x 14’</td>
<td>1,500</td>
<td>1</td>
</tr>
<tr>
<td>4 Building Montreal (ON)</td>
<td>M-12, 1200 Road, Ottawa</td>
<td>11’ x 7’6” total (irregular shape)</td>
<td>6,000</td>
<td>1</td>
</tr>
<tr>
<td>5 Building Montreal (ON)</td>
<td>M-40, 1200 Road, Ottawa</td>
<td>19’ x 12’ total</td>
<td>11,000</td>
<td>1</td>
</tr>
</tbody>
</table>
2.2 Supply and Delivery of Liquid Nitrogen

1) Liquid Nitrogen must be industrial grade, in accordance with the Compressed Gas Association (CGA) Standard G-10-1, 99.999% Minimum purity, at all times for on-site filling;
2) Installation to occur on existing concrete pads and within fenced areas where applicable;
3) Contractor must provide evaporators since the product is used in both liquid and gaseous states;
4) Any system provided must meet existing requirements of a 24 hour / 7 days basis;
5) Contractor must fulfill the Requirement by using low saturation pressure (below 10 psig) to minimize venting;
6) Contractor must fulfill the Requirement via a cryogenic pump. No pressure filling will be accepted;
7) Contractor must inspect all storage tanks upon each fill;
8) Contractor must report to the Technical Authority in charge any required storage tank maintenance, on site the same day of the fill;
9) Contractor must provide delivery slips to the Shipping/Receiving personnel once the storage tanks are filled;
10) Contractor to state if back-up cylinders are to be included as part of the system to be installed and what actions will/can be taken if there is a system failure; and,
11) Contractor must provide a Workplace Hazardous Materials Information System (WHMIS) sheet upon initial delivery, and keep it up to date upon any subsequent visit.

2.3 Estimated Quantities
The yearly estimated quantity of liquid nitrogen for each site is as follows:

<table>
<thead>
<tr>
<th>Site</th>
<th>Estimated usage (yearly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1</td>
<td>486,000</td>
</tr>
<tr>
<td>1-2</td>
<td>46,800</td>
</tr>
<tr>
<td>2</td>
<td>390,000</td>
</tr>
<tr>
<td>3</td>
<td>55,800</td>
</tr>
<tr>
<td>4</td>
<td>318,000</td>
</tr>
<tr>
<td>5</td>
<td>138,000</td>
</tr>
<tr>
<td>Total yearly estimated quantity</td>
<td>1,434,600</td>
</tr>
</tbody>
</table>

3. Destinations
The Requirement is to be fulfilled at the National Research Council of Canada on its premises, namely;

1. Buildings M-50 (two (2) sites within the building), M-54, M-12 and M-40, situated at 1200 Montreal Road, Ottawa (ON), K1A 0R6; and,
2. 100 Sussex Drive, Ottawa (ON), K1N 5A2.

3.1 Noise By-Law
City of Ottawa Noise By-Law No. 2004-253, paragraph 9, Deliveries, applies for location M-12 only. The Contractor must abide by its prescription while on the site.
ANNEX "C"

PRICING SCHEDULE

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

Note: complete site information are in Annex “B” (subsections 2.1 and 3).

<table>
<thead>
<tr>
<th>Site</th>
<th>Storage Tank Size (gallons)</th>
<th>Firm Monthly Rate ($ / month)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Year 1</td>
</tr>
<tr>
<td>1-1</td>
<td>11,000</td>
<td>$</td>
</tr>
<tr>
<td>1-2</td>
<td>11,000</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>9,000</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>1,500</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>6,000</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>11,000</td>
<td>$</td>
</tr>
</tbody>
</table>

2. Liquid Nitrogen

<table>
<thead>
<tr>
<th>Site</th>
<th>Estimated usage (yearly)</th>
<th>Standard G-10-1, per the Compressed Gas Association (CGA) Unit Price ($ / cubic metre) (to include overhead and profit)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Year 1</td>
</tr>
<tr>
<td>1-1</td>
<td>486,000</td>
<td>$</td>
</tr>
<tr>
<td>1-2</td>
<td>46,800</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>390,000</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>55,800</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>318,000</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>138,000</td>
<td>$</td>
</tr>
<tr>
<td>Total estimated yearly usage</td>
<td>1,434,600</td>
<td></td>
</tr>
</tbody>
</table>
### Evaluation of Price - Storage Tanks – Lease Rates

<table>
<thead>
<tr>
<th>Site</th>
<th>Storage Tank Size (gallons)</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Firm Monthly Rate</td>
<td>Firm Monthly Rate</td>
<td>Firm Monthly Rate</td>
<td>Firm Monthly Rate</td>
<td>Firm Monthly Rate</td>
</tr>
<tr>
<td></td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>A</td>
<td>B</td>
<td>C</td>
</tr>
<tr>
<td>1-1</td>
<td>11000</td>
<td>750.00</td>
<td>725.00</td>
<td>800.00</td>
<td>750.00</td>
<td>725.00</td>
</tr>
<tr>
<td>1-2</td>
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<td>750.00</td>
<td>725.00</td>
<td>800.00</td>
<td>750.00</td>
<td>725.00</td>
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<td>650.00</td>
<td>575.00</td>
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<td>650.00</td>
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<tr>
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<td>300.00</td>
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<td>500.00</td>
<td>500.00</td>
<td>450.00</td>
</tr>
<tr>
<td>5</td>
<td>11000</td>
<td>750.00</td>
<td>725.00</td>
<td>800.00</td>
<td>750.00</td>
<td>725.00</td>
</tr>
</tbody>
</table>

**Total / month**
- 3650
- 3600
- 3725

**Yearly total**
- 43800
- 43200
- 44700

**Total all sites, all years**
- 219000
- 216000
- 223500
## Evaluation of price – Liquid Nitrogen

<table>
<thead>
<tr>
<th>Site</th>
<th>Average yearly quantity (AYQ)</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Unit Price ($ / cubic metre)</td>
<td>Unit Price ($ / cubic metre)</td>
<td>Unit Price ($ / cubic metre)</td>
<td>Unit Price ($ / cubic metre)</td>
<td>Unit Price ($ / cubic metre)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>A</td>
<td>B</td>
</tr>
<tr>
<td>1-1</td>
<td>486000</td>
<td>0.15</td>
<td>0.16</td>
<td>0.16</td>
<td>0.17</td>
<td>0.17</td>
</tr>
<tr>
<td>1-2</td>
<td>46800</td>
<td>0.15</td>
<td>0.16</td>
<td>0.16</td>
<td>0.17</td>
<td>0.17</td>
</tr>
<tr>
<td>2</td>
<td>390000</td>
<td>0.16</td>
<td>0.18</td>
<td>0.17</td>
<td>0.18</td>
<td>0.19</td>
</tr>
<tr>
<td>3</td>
<td>55800</td>
<td>0.17</td>
<td>0.17</td>
<td>0.17</td>
<td>0.19</td>
<td>0.18</td>
</tr>
<tr>
<td>4</td>
<td>318000</td>
<td>0.15</td>
<td>0.16</td>
<td>0.16</td>
<td>0.17</td>
<td>0.17</td>
</tr>
<tr>
<td>5</td>
<td>138000</td>
<td>0.15</td>
<td>0.16</td>
<td>0.16</td>
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<tr>
<td>TYQ</td>
<td>1,434,600</td>
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<tr>
<td></td>
<td>Total per year</td>
<td>202956</td>
<td>219494</td>
<td>215594</td>
<td>229348</td>
<td>232690</td>
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<tr>
<td></td>
<td>Average unit price</td>
<td>0.1415</td>
<td>0.1530</td>
<td>0.1503</td>
<td>0.1599</td>
<td>0.1622</td>
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<tr>
<td></td>
<td>Weighted average unit price</td>
<td>0.1730</td>
<td>0.1763</td>
<td>0.1668</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Total all sites, all years</td>
<td>1240929</td>
<td>1264600</td>
<td>1196456</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supplier A</td>
<td>Supplier B</td>
<td>Supplier C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------</td>
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<td>------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Price – Tank Rental</strong></td>
<td>$219,000.00</td>
<td>$216,000.00</td>
<td>$223,500.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Price – Liquid Nitrogen</strong></td>
<td>$1,240,929.00</td>
<td>$1,264,600.00</td>
<td>$1,196,456.00</td>
<td></td>
<td></td>
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<tr>
<td><strong>Total Financial Bid</strong></td>
<td>$1,459,929.00</td>
<td>$1,480,600.00</td>
<td>$1,419,956.00</td>
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</tbody>
</table>

**Evaluation of Price – Tank Rental**

Total = Supplier (SUM Year 1 (Site1-1+Site1-2+Site2+Site3+Site4+Site5) for each supplier for each year.

Yearly total = Supplier (total/month x 12 months)

Total all sites, all years = Supplier (SUM Yearly total year 1+Year2+Year 3+ Year 4+ Year 5) x 5 years

**Evaluation of Price – Liquid Nitrogen**

Total per year = Supplier (SUM Year 1 (Site1-1(AYQxUP$)+(Site1-(AYQxUP$)+(Site2(AYQxUP$)+(Site3(AYQxUP$)+(Site4(AYQxUP$)+(Site5(AYQxUP$)) for each supplier for each year

Average unit price = Supplier (Total per year / Total Average Yearly Quantity)

Weighted Average Unit Price = Supplier (SUM Year 1 average unit price + Year 2 average unit price + Year 3 average unit price + Year 4 average unit price + Year 5 average unit price) / 5

Total all sites, all years = Supplier ((Total Average Yearly Quantity x 5 years) x Weighted Average Unit Price)
ANNEX “D” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over $25M)
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.


Date: __________ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

( ) A1. The Bidder certifies having no work force in Canada.

( ) A2. The Bidder certifies being a public sector employer.

( ) A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.

( ) A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

( ) A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

( ) A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

( ) A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

( ) B1. The Bidder is not a Joint Venture.

OR

( ) B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)