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## REQUEST FOR SUPPLY ARRANGEMENT

This Request for Supply Arrangement (“RFSA”) covers requirements for user generated Hazardous Waste Disposal Services. The procurement vehicle has two stages. Stage 1 may result in the issuance of multiple Supply Arrangements. Stage 2 may result in the issuance of a contract(s) to a supply arrangement holder, for specific work to be done for a designated client department.

This document is divided into Parts, Sections, Annexes and Appendices. The following guide will assist Offerors, who choose to respond to this offer.

**THIS GUIDE IS INTENDED TO ASSIST OFFERORS ONLY AND IS NOT INTENDED TO BE A SUBSTITUTE FOR A COMPLETE AND THOROUGH READING OF THIS RFSA. IT IS THE RESPONSIBILITY OF THE OFFERORS TO ENSURE THAT ALL MANDATORY REQUIREMENTS SET OUT IN THE DOCUMENT HAVE BEEN MET.**

Part “A” provides general information and “How to” make your offer to PWGSC. It also includes certifications, which may be applicable to you, details on the evaluation and basis of selection for offerors, who wish to be issued a Supply Arrangement, and mandatory requirements.

Part “B” includes a Model Supply Arrangement. This will give bidders an opportunity to see exactly what will be in the Supply Arrangement that may be issued as a result of a successful offer. It provides the framework governing the issuance of contracts to supply arrangement holders. Part “B” also sets out contract clauses, terms and conditions that will be included in any contract awarded in Stage 2 of the procurement process. These contract clauses, terms and conditions are mandatory.

## **TABLE OF CONTENTS**

### **Procurement Business Number**

### **REQUEST FOR SUPPLY ARRANGEMENT**

#### **Part "A" - Information and Instructions to Suppliers**

##### **Section I - General Information**

###### **A. Introduction**

###### **B. Overview of the Procurement Process**

###### **- Stage 1**

###### **- Stage 2**

###### **- Bidding Period under Stage 2**

##### **Section II - Instructions for submitting an Offer in response to this RFSA**

###### **A. Offers requested**

###### **B. Standard Instructions and Conditions**

###### **C. Inquiries with respect to this RFSA**

###### **D. Previous Communications between Government and Offeror**

###### **E. Amendments to this Request for Supply Arrangement**

###### **F. Preparation of Response and Associated Costs**

###### **G. Location, Date, and Time for Submission of Offers**

###### **H. Offer - Content**

###### **1. Ownership of offers**

###### **2. Provinces**

###### **I. Marking Confidentiality of Offeror's Information**

###### **J. Validity of Offers**

###### **K. Withdrawal of Offer**

###### **L. Offer - Number of Copies**

###### **1. Formatting instruction for offer presentation**

###### **2. Content of volumes**

###### **M. Cover Page for each volume**

###### **N. Mandatory Requirements**

###### **O. Certifications**

###### **P. Evaluation at Stage 1**

###### **Q. Vendor Performance**

###### **R. General Statements**

###### **S. Submission of bids by Aboriginal Businesses**

### **REQUEST FOR SUPPLY ARRANGEMENT**

#### **Part "A"**

##### **ANNEX "A" - CERTIFICATIONS**

###### **A. Federal Contractors Program for Employment Equity**

###### **B. Professional Services - Legal Entity and Corporate Name**

###### **C. Certificate of Compliance**

###### **D. Certification Requirements for the Set-Aside Program for Aboriginal Business**

**REQUEST FOR SUPPLY ARRANGEMENT**

**Part "A"**

**ANNEX "B" - EVALUATION AND BASIS OF SELECTION**

- A. Evaluation Committee**
- B. Evaluation**
- C. Evaluation Process**
- D. Basis of Selection**
- E. Evaluation Debriefing**

**REQUEST FOR SUPPLY ARRANGEMENT**

**Part "A"**

**ANNEX "C" - MANDATORY REQUIREMENTS**

- A. Evaluation Criteria**

**REQUEST FOR SUPPLY ARRANGEMENT**

**Part "A"**

**ANNEX "D" SAMPLE DESCRIPTION OF HAZARDOUS WASTES**

**REQUEST FOR SUPPLY ARRANGEMENT**

**PART "B" - MODEL SUPPLY ARRANGEMENT**

**SECTION I - General Information**

- A. Definitions**
- B. Supply Arrangement**
- C. Services Covered under this SA**
- D. Supply Arrangement Method of Procurement**
- E. Period of Supply Arrangement**
- F. Supply Arrangement Refresh**
- G. Estimated Expenditure and Quantity**
- H. Notification of Withdrawal from the Supply Arrangement**
- I. Notices**
- J. Public Notices**
- K. Contracts issued against the Supply Arrangement (see Annex "A", Part "B")**
- L. Management of Supply Arrangement Holders list And Supply Arrangements**
- M. Reports**
- N. Authorities**
- O. Financial Limitation**
- P. Conflict of Interest**

**SECTION II - RESULTING CONTRACT CLAUSES, TERMS AND CONDITIONS  
FOR STAGE 2 OF THE PROCUREMENT PROCESS**

**A. Instructions to Contractors**

- 1. Standard Instructions and Conditions**
- 2. Conditions**
- 3. Applicable Laws**
- 4. Authorities**
- 5. Priority of Documents**
- 6. Contractor's Status Declaration**
- 7. Ownership and Disclosure of Information**
- 8. T1204 Government Service Contract Payments**
- 9. T1204 Information - Direct Request by Customer Department**

**B. Requirement Definition**

- 1. Requirement**
- 2. Contract Period**
- 3. Contract Form**
- 4. Suitability of Services**
- 5. Work Permits and Licenses**
- 6. Worker's Compensation**
- 7. Non-Permanent Resident**
- 8. Non-Permanent Resident (Foreign Company)**
- 9. Access to Government Facilities/Equipment**
- 10. Privacy**

**C. Price**

- 1. Basis of Payment**
- 2. Goods and Services Tax/Harmonized Sales Tax**
- 3. Tax Withholding of 15 Percent**
- 4. Time Verification**
- 5. Expenditure, Limitation**

**D. Inspection and Acceptance**

**E. Insurance**

- 1. Contractor's Responsibility**
- 2. Commercial General Liability Insurance**
- 3. Automobile Liability Insurance**
- 4. Environmental Impairment Liability Insurance**

**F. Terms of Payment**

- 1. Method of Payment**
- 2. Invoicing Instructions**

**G. General conditions - modifications**

- 1. International Sanctions**

**H. Comprehensive Land Claims Agreements (CLCAs) contractual obligations are to be considered:**

**REQUEST FOR SUPPLY ARRANGEMENT**

**PART "B"**

**ANNEX "A" - CONTRACTS ISSUED AGAINST THE SUPPLY ARRANGEMENTS -**

**Stage 2**

**A. General**

**B. Authority to Raise Contracts Against the Supply Arrangement**

**C. Thresholds for Directed and Competed Requirements**

1. Requirements estimated at \$25,000.00 or Less :
2. Requirements greater than \$25,000.00 up to \$100,000.00
3. Requirements greater than \$100,000.00 up to \$400,000.00

**D. Procedures regarding Request for Proposals (RFPs) and Contract issued against the SA**

1. Step 1 - Statement of Work (SOW)
2. Step 2 - Evaluation Criteria (required for competed requirements)
3. Step 3 - Basis of Selection (required for competed requirements)
4. Step 4 - Basis of Payment (requirement for directed and competed requirements)
5. Step 5 - Request for Proposal (RFP)
6. Step 6 - Evaluation of Proposals (required for competed requirements)
7. Step 7 - Contract Award
8. Step 8 - Debriefs (requirement for competed requirements)
9. Step 9 - Contract Amendments
10. Step 10 - Usage Reports (required for competed requirements)

**REQUEST FOR SUPPLY ARRANGEMENT**

**PART "B"**

**ANNEX "B" - STATEMENT OF REQUIREMENTS**

- A. Requirement**
- B. Scope of Work**
- C. Risk Management Plan**
- D. Reports**
- E. Delivery**
- F. Dangerous Goods**
- G. Point of Ownership**

**REQUEST FOR SUPPLY ARRANGEMENT**

**PART "B"**

**ANNEX "C" - DEFINITION OF PROVINCES AND TERRITORIES**

**ANNEX "D" - VENDOR CONTACT INFORMATION SHEET**

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**PROCUREMENT BUSINESS NUMBER**

1. For procurement purposes, Canada uses a unique Procurement Business Number (PBN) to identify a company and its branches, divisions, or offices, where appropriate. The PBN is created using the entity(s) Canada Revenue Agency Business Number.
2. All Canadian companies are required to have a PBN prior to contract award in order to receive a Public Works and Government Services Canada (PWGSC) contract. In exceptional circumstances, PWGSC may decide to award, at its own discretion, a contract to a company without a PBN. Non-Canadian companies are strongly encouraged to obtain a PBN.
3. Companies may register for a PBN in the Supplier Registration Information (SRI) service on line at the Contracts Canada Internet site at: <http://contractscanada.gc.ca>. In order for companies to be sourced by government buyers, they must complete the registration process and activate their account in the SRI service.
4. For non-Internet registration, contact the Contracts Canada InfoLine at 1-800-811-1148 or (819) 956-3440, in the National Capital Area, to obtain the telephone number of the nearest Supplier Registration Agent.

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## REQUEST FOR SUPPLY ARRANGEMENT

### Part “A” - Information and Instruction to Suppliers

The sections, articles and Annexes of Part “A” of this Request for Supply Arrangement (RFSA) contain information and instructions for Offerors with respect to submitting an offer in response to this RFSA.

#### Section I - General Information

##### A. Introduction

This Request for Supply Arrangement (“RFSA”) covers requirements for the transportation and disposal/destruction of user generated hazardous waste products. A sample description of wastes to be removed is listed in Part “A”, Annex “D”.

These services will be contracted for under this arrangement on an “as and when requested basis” by authorized various government departments and agencies personnel, referred to as “clients” and/or a PWGSC Contracting Authority, over the period of the SA’s.

##### B. Overview of the Procurement Process

The procurement vehicle has two stages. **Stage 1** may result in the issuance of multiple Supply Arrangements. **Stage 2** may result in the issuance of a contract(s) to a supply arrangement holder, for specific work to be done for a designated client department.

##### Stage 1- Request for Supply Arrangement (RFSA) and Supply Arrangement Stage:

For Stage 1, this competitive RFSA is issued on MERX covering the services required. Offerors are required to submit a technical offer. An evaluation of the offers will be conducted and successful offerors will be issued a SA for “as and when” requested Hazardous Waste Disposal work.

##### Stage 2 - Contract Stage:

For Stage 2, Contracts will be entered into in accordance with the framework as described herein during the term of the SAs. Authorized clients, as indicated in the SAs, may issue, under their own contracting authority, Contracts for requirements not exceeding the specific financial limitation described herein.

For requirements estimated at \$25,000.00 or less, authorized clients, as defined under REQUEST FOR SUPPLY ARRANGEMENT, PART B - MODEL SUPPLY ARRANGEMENT, SECTION I in Article A (Definitions), will be able to select the SA Holder of their choice, or a limited number of SA Holders offering services in the geographical area of the requirement..

For requirements estimated to exceed \$25,000.00, a minimum of three (3) SA Holders offering services in the geographical area of the requirement, in accordance with the Terms and Conditions contained herein, will be invited to compete. If less than three (3) SA Holders offer services in the geographical area of the requirement the Contracting Authority will request a technical/price proposal from all SA Holders offering services in the geographical area of the requirement.

Solicitation No. - N° de l'invitation

EV394-060010/H

Amd. No. - N° de la modif.

File No. - N° du dossier

REG-6-20407

Buyer ID - Id de l'acheteur

reg162

CCC No./N° CCC - FMS No/ N° VME

EV394-060010

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For requirements estimated to exceed \$100,000.00, all SA Holders offering services in the geographical area of the requirement, in accordance with the Terms and Conditions contained herein, will be invited to compete.

Individual contracts issued subsequent to the SA shall not exceed \$400,000.00, including GST/HST. This vehicle will not be used to fulfill any requirement exceeding these limits

Any SA will be in the format detailed in Part B - MODEL SUPPLY ARRANGEMENT of this RFSA. It is expected that all SAs will be identical, with the exception of administrative details applicable to individual suppliers.

The SAs will be available for use upon signature by PWGSC and will be effective on the same date. A supplier will be deemed to have been added to the SA Holders list upon signature of the SA.

If an offer is deemed NON-COMPLIANT by the Evaluating Committee, the Offeror will be notified of such decision and the reasons for its NON-COMPLIANCE

### **Bidding Period under Stage 2**

As a minimum, each competed RFP remains open for the following number of days:

Low complexity (supply of resources only, does not required a work plan or approach and methodology for completing the work, simple evaluation process): 15 calendar days or less, depending on the nature and urgency of the requirement.

Medium complexity (supply of a large team of resources, the SA Holders are invited to propose a solution to a simple problem, requirement or objective): 20 calendar days.

High complexity (supply of a large team of resources, the SA Holders are invited to propose a solution to a complex problem, requirement or objectives, detailed proposals are required with complex evaluation): 25 calendar days.

The above time limits for bidding may be extended based on the complexity of the requirement.

Solicitation No. - N° de l'invitation  
EV394-060010/H

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
reg162

Client Ref. No. - N° de réf. du client  
EV394-060010

File No. - N° du dossier  
REG-6-20407

CCC No./N° CCC - FMS No/ N° VME

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## **Section II - Instructions for submitting an Offer in Response to this RFSA**

### **A. Offers requested**

Offerors are invited to submit an offer for the purpose of establishing a SA with Canada for the provision of Hazardous Waste Disposal for all Federal Government Departments and Agencies.

### **B. Standard Instructions and Conditions**

Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

An electronic version of the Manual is available on the PWGSC Website:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

Terms and Conditions of the Bid Solicitation and Resultant Contract Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16,

(a) the general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this bid solicitation and any resultant contract, as though expressly set out herein, subject to any other express terms and conditions herein contained; and

(b) the standard instructions and conditions 9403-5 (2004-12-10), are hereby incorporated by reference into and form part of this bid solicitation. Submission of a bid constitutes acknowledgment that the Bidder has read and agrees to be bound by such instructions.

### **C. Inquiries with respect to this RFSA**

All inquiries regarding this RFSA must be submitted in writing or by e-mail to the SA Authority named below seven (7) calendar days prior to the RFSA closing date to allow sufficient time to provide a response.

Address inquiries to:

Public Works and Government Services Canada

201 1800 11th Avenue

Regina, Saskatchewan, S4P 0H8

Attn: Cindy Glover

Supply Specialist

Telephone: (306) 780-5605

Fax: (306) 780- 5601

E-mail: [cindy.glover@pwgsc-tpsgc.gc.ca](mailto:cindy.glover@pwgsc-tpsgc.gc.ca)

To ensure consistency and quality of information provided to Offerors, the SA Authority will provide, through MERX, simultaneously to all potential suppliers to which this RFSA has been sent, any information with respect to significant inquiries received and the replies to such inquiries without revealing the source of the inquiries.

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Inquiries which are submitted as proprietary must be clearly marked "PROPRIETARY" and accompanied by supporting rationale. The SA Authority will determine if the inquiry is proprietary. If it is considered proprietary, an answer will be provided only to the inquirer. If not considered proprietary, the inquirer will be advised and may withdraw the inquiry. If not withdrawn, the answer will be treated in the same manner as non-proprietary answers.

All inquiries and other communications concerning this RFSA are to be directed ONLY to the SA Authority named above. Noncompliance with this condition during the RFSA period may (for that reason alone) result in disqualification of your offer.

The SA Authority reserves the right to accept any offers submitted without prior negotiations. It is therefore the responsibility of the Offeror to obtain clarification of the requirements contained herein, if necessary, prior to submitting its offer.

**D. Previous Communications between Government and Offeror**

This document contains the entire requirements and objectives relating to this RFSA. Other information and/or documentation provided to or obtained by the Offeror from any source prior to the date of this RFSA shall have no force or effect.

**E. Amendments to this Request for Supply Arrangement**

Any amendments to this RFSA will be issued, as applicable, ONLY by PWGSC in writing and will be sent to all offerors by GETS/MERX.

**F. Preparation of Response and Associated Costs**

No payment shall be made for costs incurred in the preparation and submission of an offer in response to this RFSA for any reason whatsoever, including if Canada should decide to cancel this procurement at any time.

No costs incurred before receipt of a signed SA or specified written authorization from the SA Authority can be charged to any resultant SA.

**G. Location, Date, and Time for Submission of Offers**

Offers are to be submitted in accordance with Standard Instructions and Conditions DSS-MAS 2008 (2008-05-12).

Submit Offers to:

BID RECEIVING UNIT  
Public Works and Government Services Canada  
201 1800 11th Avenue  
Regina, Saskatchewan, S4P 0H8

Bid Facsimile No: (306) 780-5601

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Offers are to be directed to the bid receiving address or bid facsimile number specified above. Public Works and Government Services Canada (PWGSC) will not assume responsibility for offers directed to any other location or facsimile number.

## **H. Offer - Content**

### **1. Ownership of offers**

Offers received in response to this RFSA shall become the property of the federal government and shall not be returned. Subject to the Access to Information Act or unless disclosure is required pursuant to any other legal requirements or any order of a court or other tribunal having jurisdiction, all offers shall be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process.

### **2. Provinces**

Offerors are requested to indicate in which Provinces and Territories within Canada, they are capable of providing the services by checking the appropriate box under Part "B" of Annex "C".

## **I. Marking Confidentiality of Offeror's Information**

All information regarding the terms and conditions and/or technical aspects of the Offeror's offer(s), which in the Offeror's opinion, are of a proprietary or confidential nature should be clearly marked "PROPRIETARY" or "CONFIDENTIAL" at each relevant item or page or in a statement covering the entire offer(s).

Should the Offeror provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information as confidential, subject to the Access to Information Act or unless disclosure is required pursuant to any other legal requirement or any order of a court or other tribunal having jurisdiction.

## **J. Validity of Offers**

Offers submitted in response to this RFSA must be valid in all aspects for not less than one hundred and twenty (120) days from the closing date of this RFSA.

## **K. Withdrawal of Offer**

In the event that an Offeror wishes to withdraw its offer, the Offeror shall immediately notify the SA Authority in writing. Should the offer be withdrawn, it shall receive no further consideration. Offers will not be returned.

## **L. Offer - Number of Copies**

Offerors are requested to submit three (3) complete identical copies of their offer. Alternately, offerors can submit one (1) hard copy of their offer in compliance with the formatting instruction below and one (1) additional copy of their offer on read only electronic media. Acceptable forms of electronic media are CD or DVD, offer should be formatted as per instructions below and provided in one of the following software formats: Microsoft Word document, Adobe PDF document, or Lotus WordPro document.

### **1. Formatting instruction for offer presentation**

It is requested that offers be submitted on 8 ½ in. x 11 in. Paper. Page fold outs, schematics, drawings and other formats may be included with the offer if necessary for clarity of presentation.

It is preferred that the offer be printed on recycled paper and if possible, printed using soy based or vegetable oil based inks.

The first page of this RFSA should be signed by the authorized representative of the Offeror empowered to bind the Offeror to the statements made in response to the RFSA.

Offers should be signed by an authorized representative of the Company in the space provided on the RFSA and must provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Offeror's offer(s).

## **2. Content of volumes**

It is strongly recommended that the format used by Offerors for the offer be as follows:

### Offer Volume I

Subsection 1:	Signed Page 1 of the RFSA
Subsection 2:	Corporate information (see Annex "C" of Part "A")
Subsection 3:	Number of Years in Business (see Annex "C" of Part "A")
Subsection 4:	Certifications (see Annex "A" of Part "A")
Subsection 5:	Provinces and Territories of services (see Annex "C" of Part "B")
Subsection 6:	Scope of services (see Annex "C" of Part "A")

## **M. Cover Page for each volume**

Each volume should include a cover page displaying the following information:

- Indicate the Technical Proposal
- RFSA Solicitation Number and Closing date
- Contact Name, including telephone number for clarification questions

Offerors are encouraged to include, within each section, any relevant information deemed appropriate in demonstrating the offer's suitability to the requirements. The Offeror's offer should use a numbering system corresponding to that of the RFSA. Adherence to the order of the issues and numbering schemes outlined is required in order to:

1. Reduce duplication of information submitted to PWGSC
2. Facilitate a structured evaluation approach; and
3. Complete evaluation in a timely manner.

## **N. Mandatory Requirements**

1. All mandatory requirements are identified with words such as "shall" or "must". Offers must comply with each and every mandatory requirement. If an offer does not comply with the mandatory requirement, the offer will be considered NON-COMPLIANT and will receive no further consideration.

2. Offers will be evaluated in accordance with the mandatory requirements as detailed herein including Annex "C" of Part "A". Offerors are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the Government Evaluation Committee.

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**O. Certifications**

Offerors must submit the signed page 1 of the RFSA and certifications as specified in Annex "A" of Part "A" including detailed information and the requested signatures. The signed and completed Certification Annex is a mandatory requirement prior to the issuance of any resulting SA.

If the Offeror does not provide any required information within the time limit requested its offer will be considered non-compliant and will receive no further consideration.

**P. Evaluation at Stage 1**

The evaluation will be conducted as outlined in Annex "B" - Evaluation and Basis of Selection, of Part "A".

**Q. Vendor Performance**

1. Canada may reject a bid where any of the following circumstances is present:

(a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), (124 "Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code; or

(b) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to bid on the Work;

(c) an employee or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;

(d) with respect to current or prior transactions with the Government of Canada

(1) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;

(2) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;

(3) Canada has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or

(4) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2. Where Canada intends to reject a bid pursuant to a provision of paragraph 1, other than 1(b), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, prior to making a final decision on the bid rejection.

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**R. General Statements**

1. Canada reserves the right to cancel and/or reissue this RFSA at any time and Canada will not assume liability for any response preparation costs whatsoever.
2. Canada reserves the right not to authorize any SA as a result of this RFSA.
3. The issuance of any resulting SA does not oblige Canada to authorize or contract for any of the services covered by a SA or to spend any monies whatsoever.
4. Canada's liability under any resulting SA shall be limited to that which arises from contracts awarded under the SA

**S. Submission of bids by Aboriginal Business**

Aboriginal Business wishing to submit a proposal can do so under the Procurement Set-aside for Aboriginal Business (PSAB) program. It is required that the bidder submit a completed **Part "A" ANNEX "A" - D. Certification Requirements for the Set-Aside Program for Aboriginal Business** and the certification process for PSAB is adhered to as follows.

1. The Contractor represents and warrants that the certification of compliance with the definition of an Aboriginal business set out in Requirements for the Set-Aside Program for Aboriginal Business and submitted with its bid is and remains accurate and complete. The Contractor acknowledges that the Minister has relied upon such representation and warranty to enter into this Contract. Such representation and warranty may be verified in such manner as the Minister may reasonably require.
2. The Contractor acknowledges that in the event of a breach of this covenant, the Minister shall have the right to treat the Contract as being in default in accordance with the default provisions of the Contract.
3. The Contractor shall keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor shall not, without the prior written consent of the Minister, dispose of any such records or documentation supporting the accuracy of the certification until the expiration of six (6) years after final payment of this Contract, or until settlement of all outstanding claims and disputes, resulting from a dispute under this contract, whichever is later. All such records and documentation shall at all times during the aforementioned retention period be open to audit, inspection and examination by the authorized representatives of the Minister, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits, inspections and examinations, and shall furnish all such information as the representatives of the Minister may from time to time require with respect to such records and documentation.
4. Nothing in this clause shall be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise have in relation to or pursuant to this Contract

## REQUEST FOR SUPPLY ARRANGEMENT

### PART "A"

#### ANNEX "A" - CERTIFICATIONS

##### A. Federal Contractors Program for Employment Equity - \$200,000 or more

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some organizations bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity, as a condition precedent to the contract award. If the bidder is subject to the Program, evidence of its commitment must be provided prior to the award of any contract.

Contractors that have been declared Ineligible Contractors by the Department of Human Resources and Skills Development (HRSD) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations (currently at \$25,000, including all applicable taxes), either as a result of a finding of non-compliance by HRSD, or following their voluntary withdrawal from the Program for a reason other than the reduction in their workforce. Any bid from ineligible contractors will not be considered for award.

2. The Bidder certifies its status with FCP-EE, as follows:

##### The Bidder

- (a)  is not subject to FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,
- (b)  is not subject to FCP-EE, being a regulated employer under the Employment Equity Act;
- (c)  is subject to the requirements of FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSD, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is provided herewith (attached);
- (d)  is subject to FCP-EE, and has a valid certification number as follows: \_\_\_\_\_  
(e.g. has not been declared Ineligible Contractor by HRSD).

3. If the Bidder does not fall within the exceptions enumerated in 2. (a) or (b), the Program requirements do apply, and as such, the Bidder is required to submit HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED or a valid Certificate number confirming its adherence to the FCP-EE.

4. The Bidder acknowledges that the Minister shall rely on this certification to award the Contract. Should a verification by the Minister disclose a misrepresentation on the part of the Bidder, the Minister shall have the right to treat any contract resulting from this bid as being in default, and to terminate it pursuant to the Default provisions of the Contract.

Solicitation No. - N° de l'invitation

EV394-060010/H

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

reg162

Client Ref. No. - N° de réf. du client

EV394-060010

File No. - N° du dossier

REG-6-20407

CCC No./N° CCC - FMS No/ N° VME

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5. In all cases, the Bidder is required to produce evidence or supporting information on demand prior to contract award, if such evidence is not included with its bid.

Signature of authorized representative: \_\_\_\_\_.

NOTE: Information on the FCP-EE and the Certificate of Commitment (LAB 1168) are available on the following HRSD Website:

[http://info.load-otea.hrdc-drhc.gc.ca/workplace\\_equity/home.shtml](http://info.load-otea.hrdc-drhc.gc.ca/workplace_equity/home.shtml)

and <http://www.hrdc-drhc.gc.ca/fas-sfa/eforms/labnm1e.shtml#lab1168>, respectively.

Solicitation No. - N° de l'invitation

EV394-060010/H

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

reg162

Client Ref. No. - N° de réf. du client

EV394-060010

File No. - N° du dossier

REG-6-20407

CCC No./N° CCC - FMS No/ N° VME

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**B. Professional Services - Legal Entity and Corporate Name**

Provide the following certifications, if applicable:

1) whether the bidder is a sole proprietorship, partnership, or corporate entity

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2.a.) the laws under which the partnership or corporate entity was registered or formed

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2.b.) the registered and / or legal name, or corporate name

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3) identify the country where the controlling interest / ownership (name if applicable) of your organization is located

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4) Legal street address:

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Solicitation No. - N° de l'invitation

EV394-060010/H

Amd. No. - N° de la modif.

File No. - N° du dossier

REG-6-20407

Buyer ID - Id de l'acheteur

reg162

CCC No./N° CCC - FMS No/ N° VME

Client Ref. No. - N° de réf. du client

EV394-060010

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### **C. Certificate of Compliance**

The Offeror certifies compliance with all the terms and conditions, articles and clauses that are contained herein.

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Signature

---

Date

## D. Certification Requirements for the Set-Aside Program for Aboriginal Business

A bidder who submits, under this program, a bid or proposal in response to a solicitation must complete and submit this certification. Failure to submit this certification will result in the proposal' being found Non-compliant.

1. I) I, \_\_\_\_\_ (*Name of duly authorized representative of business*) hereby certify that \_\_\_\_\_ (*Name of business*) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in the attached document entitled "for the Set-Aside Program for Aboriginal Business" which document I have read and understand.
- ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "for the Set-Aside Program for Aboriginal Business."
- iii) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor' compliance with this program.

### Please Check the Applicable Boxes in 2 and 3 below

2. I) The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization, [  ]

OR

- ii) The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business. [  ]

3. The Aboriginal business or businesses have:

- I) fewer than six full-time employees [  ]

OR

- ii) six or more full-time employees [  ]

4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the Certification.

Solicitation No. - N° de l'invitation  
EV394-060010/H

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
reg162

Client Ref. No. - N° de réf. du client  
EV394-060010

File No. - N° du dossier  
REG-6-20407

CCC No./N° CCC - FMS No/ N° VME

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5. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the aforementioned business.

6. Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title (Duly authorized representative of Business)
- Place: \_\_\_\_\_ Title: \_\_\_\_\_  
For: \_\_\_\_\_
- \_\_\_\_\_  
Name of Business

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## REQUEST FOR SUPPLY ARRANGEMENT

### PART "A"

### ANNEX "B" - EVALUATION AND BASIS OF SELECTION

#### A. Evaluation Committee

A committee will evaluate the offers on behalf of the Government. This committee will be made up of representatives of PWGSC and may also include representatives from other Government Departments and Agencies.

All offers shall be treated as CONFIDENTIAL and will be made available to only those individuals authorized to participate in the evaluation process. All offers will be subject to the terms of the Access to Information Act and to other applicable law or orders of courts or other tribunals having jurisdiction.

#### B. Evaluation

1. During the evaluation of offers, Offerors may be requested to provide clarification of their offer, however Offerors will not be allowed to improve their offer.
2. An incomplete offer will be considered "NON-COMPLIANT".
3. Failure of an offer(s) to provide information in sufficient detail and depth to permit evaluation against the mandatory requirements will render an offer(s) non-compliant. All Offerors are advised that only listing experience without providing supporting date to describe where and how such experience was obtained will not be considered to be "demonstrated" for the purpose of the evaluation.
4. Canada reserves the right to reject any offer which does not comply with the mandatory requirements.
5. Canada reserves the right, in its sole discretion, to declare an offer NON-COMPLIANT if Canada determines during the evaluation phase, that the Offeror does not have the legal status, facilities and technical, financial and managerial capabilities to fulfill the requirements stated herein.
6. Canada reserves the right to cease evaluation of an offer and give it no further consideration, at any time during the evaluation process, should the offer be determined to be non-compliant. Canada is not required to complete the evaluation of offers which are determined during the evaluation to be non-compliant.

#### C. Evaluation Process

The evaluation process for Stage 1 of this procurement will consist of the evaluation of the Mandatory requirements identified herein including Annex "C" of Part "A".

1. Evaluation of Mandatory requirements.

Offers will be evaluated to ensure they meet each mandatory requirement as identified throughout the RFSA. Offers must comply with each and every mandatory requirement. If an offer does not comply with a mandatory requirement, the offer will be considered NON-COMPLIANT and will receive no further consideration.

Solicitation No. - N° de l'invitation

EV394-060010/H

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

reg162

Client Ref. No. - N° de réf. du client

EV394-060010

File No. - N° du dossier

REG-6-20407

CCC No./N° CCC - FMS No/ N° VME

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**D. Basis of Selection**

All Offerors that meet all of the mandatory requirements will be listed according to the geographical areas of coverage and will receive a Supply Arrangement.

Receipt of a Supplier Arrangement does **NOT** automatically mean that an Offeror will receive subsequent Contracts.

**E. Evaluation Debriefing**

Following completion of the bid evaluation and after issuance of SA's offerors will be notified individually by the PWGSC SA Authority of the result of outcome of the process as it pertains to their bid. Offerors may request a debriefing.

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## REQUEST FOR SUPPLY ARRANGEMENT

### PART "A"

#### ANNEX "C" - MANDATORY REQUIREMENTS

The word "offeror" in all mandatory requirements refers to the potential supplier submitting the offer. Therefore, the experience being put forward by the offeror to meet the mandatory requirements must be work for which the offeror was under contract to outside clients. Accordingly, independent experience of the offeror's subcontractors cannot be considered for purposes of determining the offeror's compliance to the mandatory requirements contained in Part "A"; Annex "C", including all appendices.

\* An offeror can submit a project that was performed by a subcontractor of the Offeror, provided that the Offeror was directly responsible for the project as prime contractor. An Offeror cannot, however, submit projects for which one of its subcontractors or future subcontractor's performed the work without any legal relationship to the Offeror (i.e. where the subcontractor was under contract with another entity to perform the work or was working on his or her own).

#### A. Evaluation Criteria

In order to facilitate the evaluation of offers, Offerors are requested to address and present topics in the order that mandatory requirements are listed, under the same headings. The offer will be evaluated solely on its content.

### MANDATORY REQUIREMENTS

#### 1. Corporate profile

The Offeror must provide its full legal name in its offer. The Offeror must also provide a corporate résumé of the Firm including, if applicable, a Web site link for further corporate information. This résumé must include, as a minimum, the Firm's primary area(s) of business, number of years in business, key team members, number of employees and any other relevant information.

#### 2. Number of years in business

The Offeror must have been in business for a minimum of one (1) year. In order to demonstrate this, the Offeror must provide a statement in its offer confirming the number of years its firm has been in business. In the case of recent amalgamation of two (2) or more firms, each firm must meet the minimum one (1) year requirement. Canada reserves the right to request proof of any information provided by the Offeror. If the information cannot be validated, the Offeror's offer will be considered non-compliant.

#### 3. Human Resourcing Plan

The Offeror must describe, in its offer, its approach/plan for ensuring that the necessary resources are available at all times during the SA period.

The Crown will be reviewing the document with a view to assessing that the offeror has a solid Human Resource Plan which will facilitate the ongoing ability of the offeror to provide timely quality resources. While we have provided a list of areas that can be covered in the RFSA, this list is a guide to help offerors to prepare an adequate and comprehensive response.

**i. Staff resources**

The Offeror must describe, in it's offer, how it plans to deal with resource turnover and maintain knowledge and expertise within it's firm. The Offeror should describe:

- It's approach, process and steps to obtain, replace and retain resources;
- The time frame required to replace resources;
- Risks that the Offeror envisions encountering relative to human resource management; and
- Actions to be taken to mitigate those risks.

**4. Quality Management System**

The Crown will be reviewing the document with a view to assessing that the Offeror has a solid Quality Management System which will facilitate the ongoing ability of the bidder to provide timely quality services. While we have provided a list of areas that can be covered in the RFSA, this list is a guide to help offerors to prepare an adequate and comprehensive response.

The Offeror should provide a brief description of the following:

- Its quality management system from initial identification to completion of requirements and fulfillment of customer expectations;
- Its quality organizational structure and division of responsibilities, documented policies procedures, processes and resources for implementing and managing the quality process; and
- Its corrective action process

Failure of an Offeror to demonstrate that it has a systematic approach will render the offer non-responsive.

**5. Personal Identification Numbers**

Offerors are to provide personal identification numbers for each Province as detailed below, Personal identification numbers are required only for the Province in which services are offered;

Province	Generator #	Carrier #	Receiver #
British Columbia			
Alberta			
Saskatchewan			
Manitoba			
Ontario			
Quebec			
New Brunswick			
Nova Scotia			
Prince Edward Island			
Newfoundland and Labrador			
Yukon Territory			
Northwest Territories			
Nunavut			

Solicitation No. - N° de l'invitation

EV394-060010/H

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

reg162

Client Ref. No. - N° de réf. du client

EV394-060010

File No. - N° du dossier

REG-6-20407

CCC No./N° CCC - FMS No/ N° VME

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**Note:** Successful Offeror(s) will be required to provide a copy of their license agreements or letters as applicable to PWGSC prior to award of Supply Arrangement.

## **6. Documentation**

The Offeror shall provide copies of documents with their offer indicating authorization to conduct business under the appropriate provincial legislation and programs. Documents may be in the form of a copy of the Agreement or a copy of the cover letter accompanying the agreement.

## **7. Proof of Insurance Coverage**

The Offeror is to provide proof, within five (5) days request from PWGSC, a copy from their Insurance company that they comply with the Commercial General Liability Insurance requirement as detailed in this Request For Supply Arrangement, Part "B" Model Supply Arrangement, Section II - Resulting Contract Clauses, Terms, and Conditions for Stage 2 of the Procurement Process.

## **8. Scope of services offered**

The Offeror shall provide a scope of services document which clearly identifies all Hazardous waste handling services including but not limited to: Identification, Packaging, Labeling, Loading, Transportation, and Disposal of user generated Hazardous wastes.

**REQUEST FOR SUPPLY ARRANGEMENT****PART "A"****ANNEX "D" SAMPLE DESCRIPTION OF HAZARDOUS WASTES**

The following items are samples of user generated waste products that may be contracted for by Canada. The following list is not exhaustive and is for information purposes only.

## Item No. Description of Waste

- 1 Non - C1 Solvents >0.5%
- 2 Aqueous - 20% organic a. hazardous b. non-hazardous
- 3 C1 Solvents a. >0.5% to 10.0% TOX b. > 10.0 TOX
- 4 Pesticide Labpacks a. liquids b. solids
- 5 Inorganic Acids
- 6 Inorganic Bases
- 7 Cyanide Solutions - Photo Chemicals (<1% CN)
- 8 Liquids Containing heavy metals
- 9 Solids Containing heavy metals
- 10 Activated Carbon
- 11 Soils contaminated with hydrocarbons
- 12 Contaminated Plastic
- 13 Solid Paint
- 14 Paint or Solvent with paint
- 15 Paint sludge by-products (consists of rags (10%), varsol (10%), solvent (10%) and paint (70%) 45 gal drum)
- 16 Varsol 80% and Paint 20% a. 5 gal container b. 13 gal container
- 17 Grease (non-CL)
- 18 a. Hazardous contaminated absorbents, floor tray, vermiculite socks, kitty litter, peat moss, absorball b. Non hazardous contaminated absorbents, floor tray, vermiculite socks, kitty litter, peat moss, absorball
- 19 Adhesive
- 20 Pharmaceuticals
- 21 Lab Packs (already prepared) a. Class 2 Gases (Cylinders, Aerosols) b. Class ¾ Flammable Liquids/Solids c. Class 5 Oxidizing Substances d. Class 6 Poisonous (Toxic) e. Class 8 Corrosives f. Class 9 Miscellaneous Products or Substances PCB"s
- 22 Elemental Mercury Waste
- 23 Mercury debris
- 24 Batteries a. Lithium Chloride b. Ion c. Thionyl d. Automotive Batteries e. Other Batteries
- 25 Asbestos (Double Bagged)
- 26 PCB Drained Transformer
- 27 PCB oil <50 ppm
- 28 PCB oil 50-5000 ppm
- 29 PCB Askarel
- 30 Soil Contaminated W/PCB
- 31 Debris c/w PCB
- 32 Capacitors
- 33 Light ballast

- 
- 34 Florescent Lamp tubes a. whole b. broken
  - 35 Detergents
  - 36 Tires
  - 37 Lubrication Oil (including two-cycle oil, chain oil, rockdrill oil, marine oil, metal working oil, saw guide oil, way lube oil, and textile oil)
  - 38 Gasoline fuel filters
  - 39 Flame Retardation foam
  - 40 Ethylene Glycol
  - 41 a. Tar - Solid b. Tar- Liquid
  - 42 a. Empty Container disposal (charge to include all labour to triple rinse and dispose of the rinse waste residue and the empty container) b. Re-used drums, re-certification to performance standards (As Canada reserves the right to request the re-certified rinsed containers be retained for future use).
  - 43 Waste Transference, re-pumping waste into other containers (i.e. original container damaged and unsuitable for transport), charge to be based upon container that waste was DRAWN FROM
  - 44 Petroleum Hydrocarbon Contaminated Soils  
Volatile Stores - Waste
  - 45 Acetic acid (56%) 20 L
  - 46 Acetone & Plant Material 2 L
  - 47 Acrylamide (sizes, 10g, 100g, 5 ml and 1L)
  - 48 Acrylamide Solid Waste (Gloves, paper, tips, tubes) 20L
  - 49 Acrylimide (Solid) 1 kg and 200 g
  - 50 Ammonium Sulfate 500g
  - 51 p-Benzimidazol-2-ylbenzenesulfonic acid (100g)
  - 52 Bis-Acrylamyde (5g & 10 ml)
  - 53 T-butyl alcohol (1L)
  - 54 Calcium Chloride (500g, 250g and 400g)
  - 55 Cal-Red Stain 25g
  - 56 Carbowax 20m (25g)
  - 57 Carboxy methyl cellulose (500 g)
  - 58 Catechol (250 G)
  - 59 Chloral Hydrate (250g, 450g and 500g)
  - 60 Chloramphenicol 5g
  - 61 AP3/Guanidium (4 L) Chloride/Ethano/Water
  - 62 Chloroform (2L and 4L) acetic acid/water (CTAB)
  - 63 Chloroform/CTAB/water 50%/1%/49% (4L)
  - 64 Chloroform/isoamyl/water (CTAB) 24/1/75 (4L)
  - 65 Chloroform/water/Isoamyl alcohol/plant & sand: 15%/5%/17%/63% (4L & 1L)
  - 66 Chloroform (6%)Acetic Acid (1%) Alcohol (3%) 2L
  - 67 Cleaning Solution Waste (Sulfuric Acid/Chromium Trioxide) 2.5L
  - 68 Colchicine/DMSO; 0.2%/0.1% (4L)
  - 69 m-Cresol (500g)
  - 70 DCC N,N-dicyclohexylcarbodiimid (100g & 25g)
  - 71 3-Dimethylamine - propionitrile (5ml)
  - 72 N-N Dimethyl Formamide (250 ml)
  - 73 N-N Dimethyl Formamide waste tips and tubes (1L)

- 
- 74 Egg Albumin (500g)
  - 75 Ethanol/Acetone/MES -TRIS 81%/8%/11% (10L & 4L)
  - 76 Ethanol/Histoclear; 50%/50% (1L)
  - 77 Ethanol Waste 85% (4L)
  - 78 Ethidium bromide agarose/paper/nitrile gloves (20L pail, 15L & 20L pail)
  - 79 Ethidium bromide and Cesium chloride (700ml)
  - 80 Ethidium bromide & Iso-amyl Alcohol (500ml)
  - 81 Ethidium Bromide Tips and Tubes (2L,1L &4L)
  - 82 Ethylene Glycol Monomethyl Ether (400ml &1L)
  - 83 Formaldehyde; 4% (500 ml)
  - 84 Formaldehyde Gel (1L)
  - 85 Formaldehyde (37%)/ Plant Material 500ml
  - 86 Formaldehyde Solid Waste (Tips, Agarose, Tubes) 20L
  - 87 Formamide (100 ml & 1L)
  - 88 Formamide/Tris/SDS/ DEPC-treated water (1L)
  - 89 Formamide; Plastic tips, tubes, plates, gloves (20L)
  - 90 Formoxide (500ml)
  - 91 Giemsa stain (200ml)
  - 92 Glucose Oxidase Peroxidase Reagent/0.4% Sodium Azide (500ml & 1L)
  - 93 n-Hydroxysuccinimide (25g)
  - 94 Igepal co-720 (100g)
  - 95 Igepal co-890 (100g)
  - 96 Igepal co-990 (100g)
  - 97 Igepon (500g)
  - 98 Iodine (50g & 200g)
  - 99 Lactic Acid (150ml)
  - 100 Lanoline (450g)
  - 101 Lithium Aluminum Hydride (100ml)
  - 102 Magnesium sulfate, (500g)
  - 103 Mercapto ethanol/tris/water (1%/1% w/v/99%) (4L)
  - 104 Mercaptoethanol Solid Waste (Tips, paper), (10L)
  - 105 Mercuric chloride (25g & 100g)
  - 106 Methanol/Chloroform; 1%/1%/98% 4L
  - 107 Methylene Chloride (20%) Methanol (10%) Formic Acid (1%) (100ml)
  - 108 Mineral Oil (4L)
  - 109 Molybdc Acid (100g)
  - 110 N,N'-methylenebisacrylamide (5g & 100g)
  - 111 Neutral mounting media (50ml)
  - 112 Oil of cedarwood (100g)
  - 113 Oxalic Acid Dihydrate (450g)
  - 114 Phenol/Chloroform/CTAB/Water/Plant Material 25%/25%/1%/49% (4L)
  - 115 Phenol/Chloroform/Iso -Amyl alcohol (4L)
  - 116 Phenol/Chloroform /Isoamyl/ Alcohol/Guanidine (4L)
  - 117 Phenol/TRIS (500ml)
  - 118 Phenol-Cresol-8- hydroxyquinoline/Tris /NaCl/ Naphthalene-1, 5 Disulphoni (2L)
  - 119 Phoenol/Chloroform tips and tubes (2L)
  - 120 Phoenal / Chloroform / Trizol/ Isopropyl /Ethanol (4L)

- 
- 121 Piperazine Diacrylamide (10g)
  - 122 Potassium Dichromate, 500g
  - 123 Potassium dichromate solution (4L)
  - 124 Potassium dihydrogenorthophosphate /sodium azide/P-hydroxybenzoic (4L)
  - 125 Potassium Nitrate (500g)
  - 126 Primuline (100g)
  - 127 N-Propanol/DTT (50%) /(0.1%) (4L)
  - 128 1-Propanol/DTT/TRIS; 50%/1%/1% (500ml & 4L)
  - 129 1-Propanol/Nal/DTT; 40%/0.1%/0.1% (4L)
  - 130 1- Propanol/Nal/DTT; 7.5%/0.3m/0.2% 4 (L) 3 (L)
  - 131 N-propanol/water (3/1) (4L)
  - 132 Propionoc acid (500ml)
  - 133 Safranin solution (500ml)
  - 134 Silicone GE SE 52 (25g)
  - 135 Sodium Bisulphite (500g)
  - 136 Sodium dodecylsulfate (500g)
  - 137 Sodium Hydroxide 10% / Dithiothreitol 0.1% / Titanium Dioxide 0.001% (20L)
  - 138 Sodium Iodate (100g)
  - 139 Sodium Nitrate (0.15M / Sodium Azide (0.02%) 4L
  - 140 Succinic Anhydride (500g & 100g)
  - 141 Temed (5ml & 10ml)
  - 142 Thymol (25g)
  - 143 Acetone/12% trichloroacetic acid/0.1% dithiothreitol (4L)
  - 144 Trimethylchlorosilane 20g
  - 145 Tri-Reagent 50ml
  - 146 Trisodium Phosphate 100g
  - 147 Trizol/Isopropranol /Chloroform (1L)
  - 148 Trizol/Phenol/ Thiocyanate/Chloroform (600ml)
  - 149 Uranyl Acetate (20g)
  - 150 Uranyl Formate (25g)
  - 151 Uranyl Oxalate (25g)
  - 152 AP3 Waste (Contains Chaotropic Salt) small bag
  - 153 AP3 Waste Ethanol + guanidinium chloride 4L
  - 154 Water Treatment (Formula 3067) 20L & 1L
  - 155 Calcium Hypochlorite hydrated or hydrated mixture with not less than 5.5%, but not more than 10% water (UN2880)
  - 156 Battery Fluid Acid (UN 2796)
  - 157 Calcium Oxide (UN 1910)
  - 158 Sulphuric Acid with more than 51% acid (UN 1830)
  - 159 Sodium hydroxide solution (UN 1824)
  - 160 Ferric Chloride solution (UN 2582)

## **REQUEST FOR SUPPLY ARRANGEMENT**

### **PART “B” - MODEL SUPPLY ARRANGEMENT**

The sections, articles, Annexes and Appendices of Part B of this RFSA, completed by the Offeror where applicable, shall form the basis for any resultant SA.

These articles, Annexes and Appendices may be supplemented by Canada, in order to provide for additional issues that may be raised in a offer to Canada, except that those provisions described in this RFSA as being mandatory will not be amended in any way, including being amended by the addition of a new provision which may have the effect of derogating from an original mandatory provision.

#### **Section I - General Information**

##### **A. Definitions**

The following definitions shall apply in this document unless the context otherwise requires:

- “Amendment”:  
Means any written addition or alteration to this SA and to any subsequent contract issued against the SA”s.
- “Authorized Client”:  
Refers to those Client Departments and Agencies that have been authorized by PWGSC to issue Contracts against the SA’s. A listing can be found on the PWGSC web site.
- “Bidder”:  
A SA Holder submitting a proposal in response to a RFP issued by PWGSC.
- “Client Department”:  
Refers to all Federal Government of Canada Departments, agencies and institutions.
- “Contract”:  
Refers to the document issued against the Supply Arrangement authorizing the SA Holder to perform work.
- “Contractor”:  
Means a SA Holder that has been issued a contract under the SA.
- “Contract Award Date”:  
Means the date of Contract indicated on page 1 of any resulting Contract against the Supply Arrangement.
- “Deliverable”:  
Means anything that the Contractor is required by the terms of the contract to deliver to Canada.
- “Offer”:  
The Offeror’s response to this RFSA
- “Offeror”:  
A Supplier responding to this RFSA.

“Supply Arrangement Holder: A SA Holder is an Offeror that has been qualified by Canada and has been authorized a Supply Arrangement by Canada as a result of this RFSA process.

“Request for Proposal”: A Request for Proposal (RFP) is a solicitation issued by PWGSC to a SA Holder in accordance with the clauses, terms and conditions of this SA.

“Request for Supply Arrangement”: A Request for Supply Arrangement (RFSA) is a solicitation issued by Canada, requesting Suppliers to submit offers to become SA Holders.

“Supplier”: A company, that is willing and believes that it is capable of providing the required services to Canada.

“Supply Arrangement”: A Supply Arrangement (SA) is a written agreement between a SA Holder and Canada, as represented by Public Works and Government Services Canada, detailing the procurement process, clauses, terms and conditions and technical requirements for procurements by the Designated Users.

## **B. Supply Arrangement**

This SA is an agreement between Canada and (**Name of the SA Holder to be inserted here**) for the provision of , as and when requested, for Hazardous Waste and Disposal Services.

It is agreed that:

1. issuance of this SA does not oblige Canada to authorize or contract for all or any of the designated services, or to spend any monies whatsoever;
2. a Contract awarded under this SA shall be a Contract only for those services which have been contracted for, provided always that such Contract is made in accordance with the terms and conditions set out herein;
3. Canada’s liability under this SA shall be limited to that which arises from Contracts awarded under this SA;
4. Canada reserves the right to issue RFPs to all SA Holders, or restrict RFPs to individual SA Holders or issue RFPS to a limited number of SA Holders in accordance with the terms set out in this SA.

## **C. Services Covered under this SA**

This SA is an agreement between the SA Holder and Canada for the provision by the SA Holder to a Client Department, of Hazardous Waste and Disposal Services. The scope of the services covered by the SA are detailed in the attached Annex “B” - Statement of Requirements, of Part “B”.

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**D. Supply Arrangement Method of Procurement**

The intent of a SA is to establish a framework with a Supplier to permit the expeditious processing of legally binding contracts for Hazardous Waste and Disposal Services. SAs establish a set of procurement procedures and include a minimum set of terms and conditions which will apply to any resulting contract(s).

The SA method of supply will be used to satisfy "as and when requested" requirements of the authorized client(s). Through this process, PWGSC establishes SAs with SA Holders, to provide specific services to Canada during a specified period.

The SA is not in itself a Contract, but rather a base document that forms part of any resulting RFPs and Contracts. When being issued a SA, the SA Holder accepts the obligations to provide the specified services in accordance with the SA, under any resulting Contracts that may be awarded. Any resulting Contracts shall be established as a result of RFPs. These RFPs will specify the specific requirements of the authorized client, and may contain additional terms and conditions that the bidder must meet.

**E. Period of the Supply Arrangement**

The period of this SA shall be from the date the SA is signed by Canada and will remain valid until such time as Canada no longer deems it to be advantageous to do so. PWGSC will review requirements from time to time and may at any time seek revisions or amendments to the SA.

Any contract issued against the SA shall end no later than one (1) year from date of issuance.

**F. Supply Arrangement Refresh**

A Notice of Proposed Procurement (NPP) will be posted on the Government Electronic Tendering Service (GETS)(www.merx.com), on a quarterly basis. This NPP will permit additional suppliers to submit offers for evaluation to become SA Holders and to be authorized to provide the required goods and/or services on an "as and when requested" basis. Current SA Holders are not required to resubmit.

New compliant suppliers resulting from this initiative will be issued SAs and their names will be added to the existing SA Holder list.

The NPP provides current SA Holders the opportunity to revise their scope of services and geographical areas of coverage.

**G. Estimated Expenditure and Quantity**

Canada is not bound by any estimated dollar or quantity indication against this SA. The SA shall be subject to the condition that Canada has the right to accept delivery of services only in such quantities as are actually contracted for and ordered.

**H. Notification of Withdrawal from the Supply Arrangement**

1. In the event that the SA Holder wishes to withdraw from this SA, the SA Holder shall advise the PWGSC SA Authority, in writing of its desire to be removed from the SA Holders list and withdraw the SA. After such receipt of notice, the SA Authority will remove the SA Holder from the SA Holders list and consider the SA arrangement no longer valid. The SA Holder acknowledges that its withdrawal from

the SA Holders list and SA will not affect any Contracts entered into prior to the receipt by the PWGSC SA Authority of such notice.

2. If during the course of the SA the PWGSC SA Authority becomes aware that the Contractor is in violation of the terms and conditions of this SA or any resulting Contract, Canada may withdraw the SA Holder from the SA Holders list and remove authorization to use the SA, in the manner set-out below or take other appropriate action.

3. Canada may, by giving thirty (30) days written notice to the SA Holder, withdraw the SA Holder from the SA Holders list and remove authorization from the Client department to use the SA. Canada acknowledges that withdrawal of the SA Holder from the SA Holders list and removal of authorization to use the SA will not, through this action alone, affect any Contracts made prior to the issuance of such notice.

4. Conditions which may result in withdrawal of authorization to use the SA include:

- i. Documented history of chronic poor Contract performance.

The PWGSC SA Authority will meet the Contractor within thirty (30) days after reported instances of poor service performance. If, after meeting the Contractor the situation is not improved within the next thirty (30) days, the SA Holder may be withdrawn from the SA Holders list and authorization to the authorized client to use the SA will be withdrawn; or

- ii. Documented history of chronic late Contract performance

The PWGSC SA Authority will meet with the Contractor within thirty (30) days after reported instances of late Contract performance. If, after meeting with the Contractor the performance is not improved within the next thirty (30) days, the SA Holder may be withdrawn from the SA Holders list and authorization to the authorized client to use the SA will be withdrawn; or

- iii. Documented history of chronic violation of any of the specific terms and conditions detailed in this SA.

The PWGSC SA Authority will meet with the Contractor within thirty (30) days after reported instances of any such violation. If, after meeting with the Contractor, the situation is not improved within thirty (30) days, the SA Holder may be withdrawn from the SA Holders list and authorization to the authorized client to use the SA will be withdrawn;

5. Each reported instance of violation will be investigated by the PWGSC SA Authority to confirm that the Contractor is indeed in violation of the terms and conditions of the SA, or Contract(s).

6. Withdrawal of authorization to use the SA, for whatever reason, does not remove the right of the PWGSC SA Authority or the authorized client to pursue other measures that may be available.

## **I. Notices**

Any notice or other communication required or permitted to be given pursuant to this SA or any resulting contract, shall be in writing.

**J. Public Notices**

No press releases or other public announcements concerning this SA shall be made by a SA Holder or Contractor, without the prior written consent of the PWGSC SA Authority. Such consent shall not be unreasonably withheld.

**K. Contracts issued against the Supply Arrangements (see Annex "A", Part "B")**

**Note to Offerors concerning Annex "A", Part "B"):** This Annex of the RFSA only applies to Stage 2 of this procurement. It contains instructions that detail the process that will be used to award contracts to the SA Holders.

**L. Management of Supply Arrangement Holders list and Supply Arrangements**

1. The PWGSC SA Authority shall be the sole authority on behalf of Canada and the Minister for the administration and management of this SA.
2. The PWGSC SA Authority will act as the overall maintainer of this SA Holders list and will be responsible for ensuring the administration of all SAs. The PWGSC SA Authority's specific duties will include but not be limited to:
  - i. working with the Designated User and SA Holders to monitor and adjust SAs to reflect the most current requirements and to resolve any issues that may arise;
  - ii. communicating to the Designated User and to the SA Holders the overall process through which the services are acquired;
  - iii. supporting the Designated User and SA Holders in the use of the SA.

**M. Reports**

PWGSC shall monitor Contracts and all related amendments on all contracts awarded.

The Contractor shall be responsible for reporting, on a monthly basis all Contracts issued against the awarded SA, by issuing via e-mail the SA Authority a report which contains the following data:

1. The client information (department name, contact and phone number);
2. The Contract Number;
3. The Contract Value;
4. The Contract period (start and end date)
5. The service categories covered;
6. The Procurement Selection Process;
7. The aggregate value of all Contracts allocated to date;
8. If applicable, the subcontractors name;
9. The Province where the work is being conducted.

In addition, all amendments made against the original Contract will need to be reported to the PWGSC SA Authority.

Notice of NIL reports are also required for the covered period.

**N. Authorities****1. The SA Holder Authority**

The Offeror has designated the following representative as the central point of contact for all matters pertaining to this SA:

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

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

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

**PWGSC SA Authority for the SA is:**

Cindy Glover  
 Supply Specialist  
 Public Works and Government Services Canada  
 Contracting Services  
 Western Region (Regina)  
 Public Works and Government Services Canada  
 201 1800 11th Avenue  
 Regina, Saskatchewan, S4P 0H8  
 Telephone: (306) 780-5605 Facsimile: (306) 780-5601  
 E-mail address: cindy.glover@pwgsc-tpsgc.gc.ca

The PWGSC SA Authority identified above is responsible for all matters pertaining to the administration of this SA by Canada which include: Authorization of any changes to the SA; interpretation of the provisions of this SA as they apply to contracts; the issuance of all notices that relate to this SA and other related duties pertaining to this SA.

**O. Financial Limitation**

Each individual Contract issued by a Contracting Authority shall not exceed \$25,000.00 noncompetitive and \$400,000.00 competitive (including GST/HST and amendments).

**P. Conflict of Interest**

The SA Holder and its employees shall conduct business covered by a resulting Contract only during the periods paid for by the Crown and shall not conduct any other business on Client premises. The SA Holder shall not provide assistance to client department personnel in developing the Statement of Work (SOW) except as directed in performance of a Contract. If requested by the client to provide such non-Contract related assistance the SA Holder shall immediately contact PWGSC to preclude the possibility of conflicts of interest. If the SA Holder is required to prepare or assist in the preparation of material used for a Contract request to be used in a competitive procurement PWGSC or any customer will not consider the SA Holder, and the SA Holder undertakes not to be a subcontractor or consultant to the competitive procurement.

The Contracting Authority may require the SA Holder's personnel on a particular Contract to sign "no conflict of interest" and "nondisclosure" statements as a requirement for the Contract.

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## SECTION II - RESULTING CONTRACT CLAUSES, TERMS AND CONDITIONS FOR STAGE 2 OF THE PROCUREMENT PROCESS

### A. Instructions to Contractors

#### 1 Standard Instructions and Conditions

##### Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

An electronic version of the Manual is available on the PWGSC Website:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

##### Terms and Conditions of the Contract

Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16, the general terms, conditions and clauses identified herein by title, number and date, and the Conditions set out in Part B of the standard instructions and conditions, 2008 (2008-05-12) are hereby incorporated by reference into and form part of this Contract as though expressly set out herein, subject to any other express terms and conditions herein contained.

#### 2. Conditions

General Conditions DSS-MAS 2020 (2008-05-12), General Conditions - Supply Arrangement - Goods or Services.

#### 3. Applicable Laws

3.1. The Contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in **the Province / Territory where the work is to be performed**.

3.2. The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the Canadian province or territory specified and inserting the Canadian province or territory of its choice. If no change is made, it acknowledges the applicable law specified is acceptable to the Bidder.

#### 4. Authorities

##### 4.1. The Client Department Project Authority for the Contract

To be specified on award of Contracts.

The Project Authority is responsible for all matters concerning the technical content of the work under this requirement and the management of the contract. Any proposed changes to the scope of work are to be discussed with the Project Authority and must be authorized in writing by the Project Authority.

**4.2. The SA Holder Authority**

The Offeror has designated the following representatives as the central point of the contract for all matters pertaining to this Contract:

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

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

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

**4.3. PWGSC Contracting Authority**

Cindy Glover  
Supply Specialist  
Public Works and Government Services Canada  
Contracting Services  
Western Region  
Public Works and Government Services Canada  
201 1800 11th Avenue  
Regina, Saskatchewan, S4P 0H8

Telephone No: (306) 780-5605 Facsimile No: (306) 780-5601

E-mail: cindy.glover@pwgsc-tpsgc.gc.ca

**5. Priority of Documents**

The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears shall prevail over the wording of any document which subsequently appears on the list.

1. these articles of agreement;
2. the General Conditions - Supply Arrangement - Goods or Services (2011-05-16)
3. the RFSA # EV394-060010/G
4. Statement of Requirements Annex “\_\_”
5. Definition of provinces and territories Annex “\_\_”
6. the Contractor's Offer, dated \_\_\_\_\_.

**6. Contractor's Status Declaration**

It is understood and agreed that the personnel which will be provided to perform the services set forth in the Contract are and will remain the Contractor's employees providing independent services to Canada and nothing in this contract shall be read or construed as consisting such personnel as employees or servants of Canada.

This Contract will be for services and it is understood and agreed that the Offeror of this service is engaged as an independent Contractor and not as an employee or agent of Canada. The Contractor and its employees have no entitlement to benefits other than those specified in this Contract.

Canada will not perform any of the functions or obligations of an employer including, but without limitation to, the making of deductions for income tax, Canada Pension Plan, Employment Insurance, or similar government legislated programs from the payments due to the Contractor under the terms of this Contract. The payment of such items is the responsibility of the Contractor, solely.

## 7. Ownership and Disclosure of Information

It is understood and agreed that the Contractor shall, in the course of, as well as following, performance of the Contract, treat as confidential and not divulge, unless authorized in writing by Canada, any information obtained from Canada in the course of the performance of the Contract.

The Contractor understands and agrees that all documentation obtained with respect to research, and all working papers, submissions and reports and all other documentation, final or otherwise, prepared in connection with this Contract shall be submitted to the Crown and shall be the sole and exclusive property of Canada.

## 8. T1204 Government Service Contract Payments

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip. To enable departments and agencies to comply with this requirement, the Contractor is required to provide its Procurement Business Number (PBN) or its Social Insurance Number. For the PBN, the Contractor is to ensure the accuracy of its information in the Supplier Registration Information service.

## 9. T1204 Information - Direct Request by Customer Department

The Contractor is required to provide Canada Revenue Agency the identifying information referred to in clause A9115D, as and when requested by the customer department. (These requests may take the form of a general call-letter to suppliers or individual contact, in writing or by telephone).

## B. Requirement Definition

### 1. Requirement

\_\_\_\_\_ (hereinafter called the "Contractor" shall provide services/deliverable on an "as and when requested basis" to Canada to assist the authorized client, in accordance with the approved DSS 9200-11 form forwarded to the Contractor by the Contracting Authority in accordance with the SOW which shall form part of this Contract.

### 2. Contract Period

The period of this Contract is \_\_\_\_\_.

### 3. Contract Form

The authorized form for this contract shall be PWGSC-TPSGC 9200-11 form or any other forms approved by PWGSC.

#### **4. Suitability of Services**

All services rendered may be reviewed within a reasonable time from commencement of the Contract on the basis of quality and adherence to the customer's schedule and standards. Personnel assigned must be capable of performing the Contract at a level of competence deemed acceptable by the customer.

Should personnel be found unsuitable to perform the services, and upon written advice from Canada through PWGSC Contracting Authority, the Contractor shall implement suitable corrective action within five (5) working days after written notice by PWGSC Contracting Authority. The replacement proposal must achieve a total weighted candidate score equal or superior to the resource being replaced. Any costs associated with such replacement shall be to the Contractor's own account.

#### **5. Work Permits and Licenses**

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, license, or certificate to Canada.

#### **6. Worker's Compensation**

It is mandatory that all persons performing the work be covered under the applicable workers compensation legislation provided for the benefit of injured employees.

#### **7. Non-permanent Resident**

The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Department of Human Resources and Skills Development (HRSD). HRSD should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

#### **8. Non-Permanent Resident (Foreign Company)**

The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfillment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

#### **9. Access to Government Facilities/Equipment**

Access to any facilities and equipment necessary in the performance of the work shall be provided through arrangements to be made by the Technical/Project Authority. There will be however, no day to day supervision of your activities nor control of your hours or work by the Technical/Project Authority.

The Contractor undertakes and agrees to comply with all Standing Orders and Regulation in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

## **10. Privacy**

The Privacy Act applies to all personal information recorded in any form by the Contractor in connection with any services rendered pursuant to this agreement.

## **C. Price**

### **1. Basis of Payment**

#### **i. Professional Services**

The Contractor will be paid in accordance with the "Basis of Pricing" detailed in the call-up against this Supply Arrangement.

### **2. Goods and Services Tax / Harmonized Sales Tax**

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

### **3. Tax Withholding of 15 Percent**

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

### **4. Time Verification**

Time charged and the accuracy of the Contractor's time recording system may be verified by Canada's representatives before or after payment is made to the Contractor under the terms and conditions of the Contract. If verification is done after payment, the Contractor agrees to repay any overpayment immediately upon demand by Canada.

### **5. Expenditure, Limitation**

1. Canada's total liability under this contract shall not exceed \$ **to be determined**, Goods and Services Tax or Harmonized Sales Tax extra, as appropriate.

2. No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by

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the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor shall notify the Contracting Authority in writing as to the adequacy of this sum when:

- (a) it is 75 percent committed, or
- (b) four (4) months prior to the Contract expiry date, or
- (c) if the Contractor considers the funds provided are inadequate for the completion of the Work, whichever comes first.

3. In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

#### **D. Inspection and Acceptance**

The Technical/Project Authority shall be the Inspection Authority. All reports, deliverables, documents, goods and all services rendered under this Contract shall be subject to inspection by the Inspection Authority or its designated 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 shall have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

#### **E. Insurance**

##### **1. Contractor's Responsibility**

1. It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated in the bid solicitation and resultant contract, is necessary for its own protection or to fulfill its obligations under the Contract. Any such insurance shall be provided and maintained by the Contractor at its own expense.

The insurance provisions contained herein shall not limit any insurance required by federal, provincial or municipal law.

2. To meet the insurance requirements of the Contract, the Contractor shall forward to the Contracting Authority, upon the execution of the Contract, or within ten (10) days thereof; a Certificate of Insurance containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements, or, at the request of the Contracting Authority a certified true copy of all applicable insurance policies.

##### **2. Commercial General Liability Insurance**

1. Commercial General Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$5,000,000 per accident or occurrence and in the annual aggregate.

2. The policy must include the following endorsements:

(a) **Additional Insured:** Canada is included as an additional insured, but only with respect to liabilities that may arise from the Contractor's own negligence, in the performance of the Contract.

(b) **Notice of Cancellation:** The Insurer agrees to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(c) **Cross Liability:** Without increasing the limit of liability, the policy shall protect all insured parties to the full extent of coverage provided. Further, the policy shall apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(d) **Joint and Several Liability:** The policy shall respond to liability arising from negligence of the insured Contractor, any Insured, or joint negligence of Insured parties.

(e) **Contractual Liability:** The policy shall, on a blanket basis or by specific reference to this Contract, extend to assumed liabilities with respect to contractual insurance provisions.

(f) **Contingent Employer's Liability:** To protect the Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of its employees.

(g) **Employees and Volunteers as Additional Insured:** All employees and volunteers, on behalf of the Contractor, shall be included as additional insured.

(h) **Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident:** To provide, without contestation, for expenses incurred in instances of minor accidental bodily injuries.

(i) **Non-Owned Automobile:** To protect the Contractor for liabilities arising by its use of vehicles owned by other parties including Canada.

(j) **Sudden and Accidental Pollution Liability (minimum 72 hours):** To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

(k) **Products and Completed Operations Broad Form (24 months):** While not limited to, the endorsement should include service, assembly and repair activities as well as material, parts or equipment furnished in connection with the work performed by the Contractor or on its behalf.

### 3. **Automobile Liability Insurance**

Automobile Liability Insurance, at varying limits, is statutory in all Canadian jurisdictions; nonetheless, use the following clause whenever the Contractor is called by the contract to make use of its own vehicle or where a government vehicle is being furnished for fulfillment of the contract requirements.

If either the contracting officer or the client believe that the suggested **MINIMUM LIMIT** of liability of \$2,000,000 per loss is not sufficient, alternate limits may be established in consultation with the client and the Risk Management and Insurance Advisor, Public Works and Government Services Canada (NCR RMIAS-SCGRA@pwgsc.gc.ca).

1. Automobile Liability [Sections A & B] insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$2,000,000 per accident or occurrence. The policy must include Accident Benefits in accordance with basic regional statutory requirements.

2. The policy must include the following endorsement:

Notice of Cancellation: The Insurer agrees to provide the Contracting Authority thirty (30) days written notice of cancellation.

3. Sudden and Accidental Pollution Liability (minimum 72 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

4. Permission to Transport Hazardous Goods: If relevant, the Insured must obtain the applicable provincial or federal permission to transport hazardous material in conjunction with this Endorsement.

#### **4. Environmental Impairment Liability Insurance**

1. Environmental Impairment Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$2,000,000 per accident or occurrence and in the aggregate.

2. If this is a claims made policy and the duration of the Contract exceeds the policy term; in the event of cancellation or non-renewal of the policy, an Extended Claims Reporting Endorsement, minimum twelve (12) months, must be secured by the Contractor.

3. The policy must include the following endorsements:

(a) Additional Insured: Canada is included as an additional insured, but only with respect to liabilities that may arise from the Contractor's own negligence in the performance of the Contract.

(b) Notice of Cancellation: The Insurer agrees to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(c) Cross Liability: Without increasing the limit of liability, the policy shall protect all insured parties to the full extent of coverage provided. Further, the policy shall apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(d) Contractual Liability: The policy shall, on a blanket basis or by specific reference to this Contract, extend to assumed liabilities with respect to contractual insurance provisions.

(e) Employees and Volunteers as Additional Insured: All employees and volunteers, on behalf of the Contractor, shall be included as additional insured.

(f) Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide for expenses incurred in instances of minor accidental bodily injuries.

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## **F. Terms of Payment**

### **1. Method of Payment**

1. Payment by Canada to the Contractor for the Work shall be made within:

(a) thirty (30) days following the date on which all of the Work has been delivered at the location(s) specified in the Contract, i.e. the delivery point not the ultimate destination, and all other Work required to be performed by the Contractor under the terms of the Contract has been completed; or

(b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract; whichever date is the later.

2. If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

### **2. Invoicing Instructions**

1. Payment will only be made on receipt of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.

2. Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:

- (a) the date;
- (b) name and address of the CONSIGNEE;
- (c) item/reference number, deliverable and/or description of work;
- (d) contract serial number and financial codes;
- (e) the amount invoiced (exclusive of the Goods and Services Tax [GST] or Harmonized Sales Tax [HST] as appropriate) and the amount of GST or HST, as appropriate, shown separately;
- (f) Procurement Business Number (PBN).

## **G. General conditions - modifications**

### **1. International Sanctions**

i. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:

<http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>

2. It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.

3. By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

**H. Comprehensive Land Claims Agreements (CLCAs) contractual obligations are to be considered:**

**Iqaluit / Nunavut:**

Land Claimant Group(s) listed under the applicable agreement:

Nunavut Tunngavik incorporated  
 Qikiqtani Inuit Association  
 Qikiqtaaluk Corporation  
 Kakivak Association  
 Kivalliq Inuit Association  
 Sakku Investments Corporation  
 Kitikmeot Economic Development Commission  
 Nunasi Corporation Kitikmeot Inuit Association  
 - Bid evaluation criteria as per SM 6B.150

In order to comply with the requirements of the Nunavut Land Claims Agreement (NLCA), contracting officers are to employ the following bid evaluation criteria whenever it is practicable and consistent with sound procurement management. Should contracting officers decide not to use the following criteria, they should be prepared to document the supporting factors leading to their decision.

In order to comply with the requirements of NTCL, tenderers shall provide proof of effort and/or commitments made to:

- having head offices, administrative offices or other facilities in the Nunavut Settlement Area;
- employing Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- undertaking commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

**Yellowknife / Tilicho Agreement**

Tilicho Agreement contractual obligations to be determined taking into consideration the following objectives:

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## **26.1 PROGRAM FOR ECONOMIC DEVELOPMENT**

26.1.1 Government economic development programs in Mowi Gogha De Niitlee (NWT) shall take into account the following objectives:

- (a) that the traditional economy of the Tlicho First Nation should be maintained and strengthened; and
- (b) that the Tlicho First Nation should be economically self-sufficient.

26.1.2 To achieve the objectives in 26.1.1, government shall take such measures as it considers reasonable, in light of its fiscal responsibility and economic objectives, including:

- (a) support of the traditional economy of the Tlicho First Nation and of Individual harvesters and promotion of the marketing of renewable resource products and native manufactured goods;
- (b) assistance in the development of commercially viable businesses and enterprises of the Tlicho Citizens, and when necessary, identification of possible sources of financial assistance;
- (c) provision of business and economic training and educational assistance to Tlicho Citizens so that they may be able to participate more effectively in the northern economy; and
- (d) encouragement of the employment of Tlicho Citizens, including employment in major projects and developments, in the public service and in public agencies. Accordingly, government shall prepare plans for the training and employment of Tlicho Citizens, including the development of measures to recognize the special need qualifications and recruitment procedures to remove inappropriate requirements in respect of cultural factors, experience, or education.

## **26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS**

26.3.1 Where government carries out public activities wholly or partly in Mowhi Goga De Niitlee (NWT) which gives rise to employment or other economic opportunities and government elects to enter in to contracts with respect to those activities,

- (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems;

## **26.4 GENERAL**

26.4.1 It is intended that this chapter be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

## REQUEST FOR SUPPLY ARRANGEMENT

### PART "B"

#### ANNEX "A" - CONTRACTS ISSUED AGAINST THE SUPPLY ARRANGEMENTS - STAGE 2

##### A. General

A Contract specifies the work to be accomplished by the Supplier to satisfy a specific requirement and establishes a time frame and price for accomplishing the work. The Contract issued against the SAs defines the performance of a specified unit of work in a definable service.

Contracts issued against the SAs will be prepared either by the PWGSC Contracting Authority or directly by an authorized client in accordance with the limits set-out herein. The term "Contracting Authority (CA)" in this clause therefore refers to either the PWGSC Contracting Authority or the authorized client's Contracting Authority.

Authorized users must consider if Comprehensive Land Claims Agreements (CLCAs) are applicable or the Procurement Set-aside for Aboriginal Business (PSAB) program would be appropriate for their requirement prior to issuance of any solicitation under this Supply Arrangement..

All solicitations prepared by either the PWGSC Contracting Authority or by an authorized client shall contain whenever possible, green contracting elements.

##### B. Authority to Raise Contracts Against the Supply Arrangements

Under this SA, authorized clients will be allowed to issue contracts not exceeding \$400,000.00, GST included, under their own authority.

A copy of each contract issued directly by an authorized client must be forwarded by the contractor to the PWGSC SA Authority.

##### C. Thresholds for Directed and Competed Requirements

###### 1. Requirements estimated at \$25,000.00 or Less:

Authorized clients may select the SA Holder of their choice or invite a limited number of SA Holders offering services in the geographical area of the requirement to respond to the requirement.

###### 2. Requirements greater than \$25,000.00 up to \$100,000.00:

For each requirement, Authorized clients and / or the PWGSC Contracting Authority will request a technical/price proposal from a minimum of three (3) SA Holders offering services in the geographical area of the requirement. If less than three (3) SA Holders offer services in the geographical area of the requirement the Contracting Authority will request a technical/price proposal from all SA Holders offering services in the geographical area of the requirement.

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### **3. Requirements greater than \$100,000.00 up to \$400,000.00:**

For each requirement the Authorized clients and / or the PWGSC Contracting Authority will request a technical/price proposal from All SA Holders offering services in the geographical area of the requirement.

#### **D. Procedures regarding Request for Proposals (RFPs) and Contract issued against the SA**

##### **1. Step 1 - Statement of Work (SOW)**

###### **Defining the Requirement (required for directed and competed requirements)**

The first step is to determine the requirement and prepare a SOW for a specific work requirement. The information in the SOW shall be in sufficient detail to enable the SA Holders to provide accurate estimates of cost/price, required level of effort, other direct costs, schedules for deliverables with completion dates and the total price. SOW for professional services shall, to the extent possible, indicate the required resources categories along with the estimated number of hours required for each resource.

The SOW will clearly define the specific requirements being procured. When defining the requirements authorized clients, to the maximum extent practicable, shall consider the use of performance-based work statements with measurable performance standards. A performance-based work statement defines the requirements in terms of the objective and measurable outputs. The performance standards shall establish the required performance levels. Performance standards should clearly express the outputs in clear, concise, commonly used, easily understood, measurable terms. Detailed procedures that dictate how the work is to be accomplished shall be avoided where possible. The requirement shall carefully establish the quality level at which performance standards are set in the performance work statement.

##### **2. Step 2 - Evaluation Criteria (required for competed requirements)**

The evaluation criteria shall be delineated in the RFP and their relative order of importance shall be stipulated. Evaluation criteria shall be categorized either as mandatory or as rated evaluation criteria. Associated weighting factors with regard to rated requirements shall be identified. Evaluation criteria can be subject to both a mandatory or point rated evaluation system. For example, it could be mandatory for a bidder to have previous experience in a specific area of expertise and then, the level of experience that exceeds the minimum mandatory criteria can be subject to point rating.

###### **i. Mandatory Evaluation Criteria**

Mandatory evaluation criteria identify at the outset the minimum requirements for bids to be considered. Mandatory evaluation criteria are evaluated on a simple pass/fail basis. When mandatory evaluation criteria are used, the RFP shall clearly indicate that failure to meet any of the mandatory criteria will render the bid non-compliant and that it will be given no further consideration. Mandatory criteria shall be expressed by using imperative verbs such as “shall”, “must”, and “will”.

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## ii. **Point Rated Evaluation Criteria**

The RFP shall clearly state all evaluation factors and their relative importance. Point rated evaluation criteria shall be used to establish the minimum requirements (by setting a passing mark) that a bid must meet to be considered a valid and responsive proposal. The evaluation can be set to include an overall pass mark for proposals or pass mark for each individual evaluation criterion, and/or a group of criteria.

Point rated criteria identify those elements that can be evaluated on a variety of characteristics to determine the relative technical merit of each proposal.

Technical proposals will in general be evaluated based on the following criteria:

Proposed approach:

- a) Technical Resources proposed (people and equipment): 20 points
- b) Estimated time proposed to complete each stage: 20 points
- c) Methodology used to complete each stage: 20 points.

These categories and point scores may vary depending on the specific requirement.

## iii. **Price Proposal**

Bidders must provide their total proposed price, exclusive of GST, complete with a cost breakdown.

## 3. **Step 3 - Basis of Selection (requirement for competed requirements)**

### i. **Lowest Price/Technically Acceptable**

This approach is appropriate when award is expected to result from the selection of the technically acceptable proposal with the lowest evaluated price. The solicitation shall set forth the mandatory evaluation criteria. Further, the solicitation shall specify that award will be made on the basis of the lowest evaluated price of the compliant proposals meeting all of the mandatory evaluation criteria.

### ii. **Best Value**

The best value approach is appropriate when it may be in the best interests of Canada to consider award to other than the lowest priced bidder or other than the highest technically rated proposal.

- a. **Lowest cost-per-point** With this selection method, the total proposed price is divided by the corresponding total points achieved by the bidder for its technical response, to determine each bidder's cost-per-point. The compliant proposal with the lowest cost-per-point will be recommended for the contract.

Solicitation No. - N° de l'invitation  
EV394-060010/H

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
reg162

Client Ref. No. - N° de réf. du client  
EV394-060010

File No. - N° du dossier  
REG-6-20407

CCC No./N° CCC - FMS No/ N° VME

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b. **Highest Total Point Score.** In this approach, all evaluation factors, including price, are assigned points and numerically rated. The method of award in the RFP will list the evaluation factors and state their relative order of importance. It will also state that points will be assigned to each proposal based on a pre-established rating system and award will be made to the bidder whose proposal received the highest total point score.

Note: Regardless of the approach selected, each process must be well defined prior to beginning the procurement process.

#### **4. Step 4 - Basis of Payment (requirement for directed and competed requirements)**

The individual RFP will specify the basis of payment that will apply to the resulting contract.

#### **5. Step 5 - Request for Proposal (RFP)**

##### **Steps in the RFP process for competed requirements are:**

The RFP as issued by the CA shall include a basis of payment, due date for the proposal, statement of work, evaluation criteria and basis of selection.

The RFP shall be sent electronically, or either to a limited number of SA Holders, or to all SA Holders depending on the value of the requirement (refer to limits set out herein including minimum bidding periods).

As requested, the SA Holder shall submit a proposal to the CA by the date indicated in the RFP. The Bidder's proposal is not intended to duplicate the SOW, but rather to offer a description of how and when the bidder proposes to satisfy the requirement, along with the proposed prices for doing so.

Bidders may request written clarification of RFP requirements. Such requests for clarification shall be sent to the CA through electronic means or through written correspondence by the date indicated in the RFP.

The CA will answer clarification requests to all bidders. As a result of clarification requests, the CA will determine if any revisions to SOW requirements or evaluation criteria is required, and if necessary, issue an amendment to the RFP.

##### **Steps in the RFP process for directed requirements are:**

The RFP as issued by the CA shall include a basis of payment, due date for the proposal and statement of work.

The RFP shall be sent to a specific SA Holder within a stream of services.

As indicated in the RFP, the SA Holder shall submit a proposal within the applicable time limits as set out above. This time limit may be extended based on the complexity of the requirement.

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As requested, the SA Holder shall submit a proposal to the CA by the date indicated in the RFP. The bidder's proposal is not intended to duplicate the SOW, but rather to offer a description of how and when the bidder proposes to satisfy the requirement, along with the proposed prices for doing so. Price/rate support must be submitted by the SA Holder in conjunction with the proposal. Acceptable price/rate support is one or more of the following:

- i. current published price list indicating the percentage of discount available to the Government; or
- ii. paid invoices or previous contracts for like items (like quality and quantity) sold to other customers, or;
- iii. price breakdown showing, if applicable, the cost of direct labour, general and administrative overhead, transportation, profit, etc.

#### **6. Step 6 - Evaluation of Proposals (required for competed requirements)**

The proposal shall be evaluated consistent with the evaluation factors identified in the RFP.

#### **7. Step 7 - Contract Award**

Contracts awarded under the SA shall clearly specify the work to be performed for the full period of performance, including base and option years. The contracting authority shall award Contracts in accordance with Section II; Part B (Resulting Contract Clauses, Terms and Conditions for Stage 2 of the Procurement Process) of the SA, and incorporate the statement of work and the final proposal reference. The Contract authorizes the supplier to proceed based upon the agreed technical requirements, milestone and deliverable schedule, including start and end dates for each milestone or deliverable. The supplier shall not commence work until an approved Contract has been received from the contracting authority, at the beginning of the period. The SA Holder acknowledges that any and all work performed in the absence of the aforementioned Contract will be done at the SA Holder's own risk, and Canada shall not be liable for payment therefor, unless or until a Contract is provided by the contracting authority.

#### **8. Step 8 - Debriefs (requirement for competed requirements)**

At Contract award, the Contracting Authority (CA) will notify all bidders which supplier has been awarded a contract.

If a bidder has questions in regards to the selection or evaluation process used, the bidder(s) may direct written or verbal questions to the CA. The CA shall debrief the bidder as to why their offer was not selected.

The debriefing should be provided within a reasonable period of time (approximately fifteen 15 days), after award.

#### **9. Step 9 - Contract Amendments**

The estimated total cost authorized for each contract is not to be exceeded unless and until an increase is authorized by a formal Contract amendment and in accordance with the limits defined herein. No

Solicitation No. - N° de l'invitation

EV394-060010/H

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

reg162

Client Ref. No. - N° de réf. du client

EV394-060010

File No. - N° du dossier

REG-6-20407

CCC No./N° CCC - FMS No/ N° VME

---

amendment of a Contract will be binding upon the Contractor or Canada unless a formal Contract amendment has been issued by the contracting authority in writing. Likewise, the Crown shall not be liable for any adjustment to the price of a Contract on account of a change, unless the change is authorized in writing by the Contracting Authority.

**10. Step 10 - Usage Reports (required for competed requirements)**

After Contract award, the Contracting Authority (CA) will provide by e-mail to the PWGSC Supply Arrangement Authority a completed Bid evaluation summary. The Bid evaluation summary will include the name of the Supply Arrangement Holders invited to tender, bidders compliance, price and indication of successful bidder.

## REQUEST FOR SUPPLY ARRANGEMENT

### PART "B"

#### ANNEX "B" - STATEMENT OF REQUIREMENTS

##### A. Requirement

The Offeror shall provide hazardous waste disposal services on an "as and when" requested basis for various Federal Government Departments and Agencies within Canada, as detailed herein.

##### B. Scope of Work

1. Provide all labour, material, equipment, tools and supervision necessary for the identification, labeling, packaging, preparation of profile documentation sheets, loading, transportation and disposal/destruction of user generated hazardous waste products.
2. A disposal certificate and/or completed manifest must accompany all invoices. The certificate and/or manifest must show that the disposition of materials has been in accordance with current Federal, Provincial and Municipal Regulations and Legislation. Payment will not be made until the disposal certificate and/or manifest has been provided.
3. Within 90 days of the removal of any hazardous waste the Offeror must provide the Project Authority with documentation indicating to which government licensed facility the hazardous waste was removed to. Failure to provide this documentation will be sufficient reason for payment to be withheld.
4. Excluded Services:  
Above ground Fuel tank removal, disposal and site remediation services will not be covered under this Supply Arrangement.

##### C. Risk Management Plan

The Offeror shall have in place a risk management plan, covering the loss, prevention and minimization mechanisms in the event of a hazardous waste incident. The plan should contain sufficient risk management measures to prove, if an incident did occur, that due diligence will be undertaken by the Offeror, in compliance with the minimum standards of the Canadian Environmental Protection Act (1999). The Offeror shall provide, upon request a copy of the Risk Management Plan to the Site Authority.

##### D. Reports

The Offeror shall provide the Contracting Authority with monthly reports on usage of the Supply Arrangement, showing the number and total value of call-ups by each consignee. The Offeror understands that failure to comply may result in the setting aside of the Supply Arrangement.

##### E. Delivery

The Offeror shall deliver and/or render all required goods and/or services within the negotiated time frames established between the issuing Contracting Authority and the SA Holders.

**F. Dangerous Goods**

1. The Offeror shall ensure proper labeling and packaging in the supply and shipping of hazardous and dangerous goods during the performance of the contract.
2. The Offeror shall accept liability for any damages caused by improper packaging, labeling or carriage of goods.
3. The Offeror shall label all merchandise, clearly marked with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods by government vehicles or government personnel.
4. The Offeror shall ensure they adhere to all levels of regulations regarding dangerous goods as set forth by Federal, Provincial, Territorial, and Municipal laws, By-laws, and Acts of Parliament.

**G. Point of Ownership**

The Offeror shall dispose the waste identified herein according to the requirements of this request for supply arrangement offer and/or according to the laws and regulations that are applicable, whether Federal, Provincial, Territorial or Municipal. The Offeror will assume all ownership and all future liability for the disposal of the hazardous waste products from the time the waste is loaded onto the Offeror's vehicle and the hazardous waste manifest is signed.

Solicitation No. - N° de l'invitation

EV394-060010/H

Client Ref. No. - N° de réf. du client

EV394-060010

Amd. No. - N° de la modif.

File No. - N° du dossier

REG-6-20407

Buyer ID - Id de l'acheteur

reg162

CCC No./N° CCC - FMS No/ N° VME

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## REQUEST FOR SUPPLY ARRANGEMENT

### PART "B"

#### ANNEX "C" - Definition of Provinces and Territories

<b>Province / Territory</b>	<b>Bidders to check off where they are capable of providing the services</b>
British Columbia	
Alberta	
Saskatchewan	
Manitoba	
Ontario	
Quebec	
New Brunswick	
Nova Scotia	
Prince Edward Island	
Newfoundland and Labrador	
Yukon Territory	
Northwest Territories	
Nunavut	

Solicitation No. - N° de l'invitation

EV394-060010/H

Client Ref. No. - N° de réf. du client

EV394-060010

Amd. No. - N° de la modif.

File No. - N° du dossier

REG-6-20407

Buyer ID - Id de l'acheteur

reg162

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX "D" - VENDOR CONTACT INFORMATION SHEET**

**VENDOR NAME:** \_\_\_\_\_

Contact person for monthly reports under any resulting Contracts:

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

**Telephone Number:** \_\_\_\_\_

**Facsimile Number:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

Contract person who will be handling call-ups and client department queries:

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

**Telephone Number:** \_\_\_\_\_

**Facsimile Number:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Please note that the Contracting Authority MUST be notified when any of these change.**