

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Travaux publics et Services gouvernementaux  
Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7 ième étage  
Montréal  
Québec  
H5A 1L6  
FAX pour soumissions: (514) 496-3822

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

### Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

### Comments - Commentaires

<b>Title - Sujet</b> Service d'élimination de déchets...	
<b>Solicitation No. - N° de l'invitation</b> K0C74-120260/A	<b>Date</b> 2012-12-13
<b>Client Reference No. - N° de référence du client</b> K0C74-12-0260	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTA-550-12221	
<b>File No. - N° de dossier</b> MTA-2-35241 (550)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-01-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Guernon (mta550), Émile	<b>Buyer Id - Id de l'acheteur</b> mta550
<b>Telephone No. - N° de téléphone</b> (514) 496-3585 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE L'ENVIRONNEMENT APPLICATION DE LA LOI EN ENVIRONNEMENT, 105 MCGILL MONTREAL Québec H2Y2E7 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

### Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7 ième étage  
Montréal  
Québec  
H5A 1L6

<b>Delivery Required - Livraison exigée</b> .	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.2. Statement of Work**

The Statement of Work is detailed in Annex A - Statement of Work that form part of the request for proposal and resulting contract.

### **1.3. Communications Notification**

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

### **1.4. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 2.3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must

clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **sept (7) calendar days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.5. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/Politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders are encouraged to:

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

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the basis of payment (Refer to Annex «B» attached). The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

### **3.1.1 SACC Manual Clauses**

C3011T (11/01/2010) Exchange Rate Fluctuation

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1. Evaluation Procedures**

- (a) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB Destination, Canadian customs duties and excise taxes included.

SACC Manual Clauses      A0222T      Evaluation of Price      (11/01/2010),

**The contract will be awarded in Canadian dollars.** In the event the bid recommended for Contract award was submitted in foreign currency it will be converted using the rate given by the Bank of Canada in effect on the bid solicitation closing date.

### **4.2. Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 5.1 Code of Conduct Certifications - Certifications Required Precedent to Contract Award

#### 5.1.1 Code of Conduct and Certifications - Related documentation

**5.1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid

non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## **5.2. Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### **5.2.1. Federal Contractors Program - \$200,000 or more**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

A. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

B. ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

C. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

D. ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **2. Statement of Work**

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

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada. (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>)

#### **3.1 General Conditions**

2010C (2012-11-19), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The Work is to be performed during the period from the date of issue and for a period of 12 months.

#### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least sixty (60) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 5. Authorities

### 5.1 Contracting Authorities

The Contracting Authority for the Contract is:

Émile Guernon  
Spécialiste en approvisionnements | Supply Specialist  
Direction générale des approvisionnements | Acquisitions Branch  
Bureau régional du Québec | Quebec Regional Office  
Travaux publics et Services gouvernementaux Canada | Public Works and Government Services Canada  
800 rue de la Gauchetière Ouest, Suite 7300, Montréal (Québec) Canada, H5A 1L6  
T: 514.496.3585 | F: 514.496.3822 |  
E-mail: emile.guernon@tpsgc-pwgsc.gc.ca

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

### 5.2 Contact at Customer Department (to be completed by Canada at the time of award)

For all information related to invoicing and/or payments you may communicate with:

Customer Department: \_\_\_\_\_  
Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

### 5.3 Contractor Contacts ( To be completed by the bidder )

Name and telephone number of the person responsible for :

#### General enquiries & Delivery follow-up

Name: \_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
Facsimile No. : \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## **6. Payment**

### **6.1 Basis of Payment - Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (*amount to be inserted at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

### **6.2 Basis of Payment - Limitation of Expenditure**

For the Work to be performed on a basis of as required described in Annex «A»:

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex «B», to a limitation of expenditure of \$ \_\_\_\_\_ (insert the amount at contract award.) Customs duties are "included" and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### **6.3 SACC Manual Clause**

H1000C            (2008-05-12)            Single Payment

## **7. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

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

## 8. Certifications

**8.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

## 10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2012-11-19), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of payment
- (e) the Contractor's bid dated \_\_\_\_\_, as amended \_\_\_\_\_.

## 11. SACC Manual Clauses

A2000C	Foreign Nationals (Canadian Contractor)	16/06/06
A2001C	Foreign Nationals (Foreign Contractor)	16/06/06
C2000C	Taxes - Foreign-based Contractor	30/11/07
D3015C	Dangerous Goods/Hazardous Products	30/11/07
G1005C	Insurance	12/05/08

## 12. Insurance Requirements

The Contractor is responsible to decide if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor will be at its own expense and for its own benefit and protection. It will not release the Contractor from or reduce its liability under the Contract.



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**K0C74-120260/A****ANNEX A****STATEMENT OF WORK  
HAZARDOUS WASTE DISPOSAL SERVICE: HCFC-22****CONTEXT**

Environment Canada's Enforcement Branch ensures that companies and individuals respect conservation and pollution prevention objectives provided by environmental and wildlife protection legislations. Law enforcement is done by enforcement officers who work in the field, from coast to coast, for the Environmental Enforcement Directorate (EED) or the Wildlife Enforcement Directorate (WED).

Following an investigation that concluded with the signing of an Environmental Protection Alternative Measure in compliance with the requirements of the Canadian Environmental Protection Act, 1999, the 5694 cylinders of 13,6kg of HCFC-22 that had been detained, became the property of the Crown, under the care of the EED. Because this substance had been imported illegally and cannot be returned to the originator, it must be destroyed.

**MANDATE**

The mandate for this request for services is to provide a hazardous waste disposal service. The destruction of 5694 cylinders of HCFC-22 **must be done before March 29, 2013** and provide the same service after in accordance with what could be required.

**WORK DESCRIPTION**

HCFC-22 is considered a controlled substance. The 13,6kg cylinders are presently stored on wooden pallets in a limited access warehouse in the Montreal area. The exact location will be provided to the service provider upon signing of the contract.

The service provider must:

Supply the workforce, the material, the equipment, tools and necessary supervision for the identification, labeling, packaging, preparation of documents, loading, transport by road and elimination / destruction of the hazardous wastes and associated materials.

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A certificate of destruction and/or manifest must accompany all payment requests. The certificate of destruction must show that the hazardous materials were eliminated in compliance with applicable federal, provincial and/or municipal legislations. No disbursement will occur unless a certificate of destruction and/or manifest is provided.

### **RISK MANAGEMENT PLAN**

The service provider must have a risk management plan in place covering risks of loss, and prevention measures to minimize impacts in case of accidents involving hazardous wastes. The plan must contain sufficient risk management measures to demonstrate that, should there be an incident, due diligence and care is taken by the service provider, in compliance with minimal standards under CEPA 1999. The service provider must provide, upon request, a copy of the said plan to the site authority.

### **DISPOSITION**

The metal cylinders, valves, residues (heel), must be disposed of in compliance with the federal or provincial requirements that apply. The metal can be transferred to a metal reclaimer if it is not banned under provincial laws.

Transportation wastes (plastic film, cardboard boxes, tape, etc.) must be sent to recycling if possible or disposed of according to provincial laws that apply.

The wooden pallets become the property of the service provider and they can be reused, sold or otherwise disposed of.

The service provider must submit a written report on the disposal on non-regulated waste (metal cylinders, valves, pallets, cardboard, and garbage). The service provider must demonstrate how the non-regulated waste was disposed of. The report can be written in French or in English.

### **RESPONSIBILITY OF THE SERVICE PROVIDER**

The service provider must dispose of all wastes identified in this document according to the requirements set forth in the request and/or according to applicable laws and regulations, whether they are federal, provincial, territorial or municipal. The service provider becomes owner and accepts responsibility for the destruction of the hazardous wastes at the time when the wastes are loaded on the service provider's trucks and the shipping manifest is signed.

### **RESPONSIBILITY OF ENVIRONMENT CANADA**

Because the HCFC-22 cylinders are not authorised for transportation in Canada, EED will obtain a special permit required by Transport Canada. One of the conditions for obtaining a the transport

permit is that officers from EED escort the shipment throughout the movement until its final destination.

EC will disclose the address of it's warehouse at contract award.

### **MEETINGS**

The service provider must agree to participate at follow-up meetings by telephone or videoconference organized by the technical authority of Environment Canada.

### **DELIVERABLES, TIMELINES AND SCHEDULE OF PAYMENTS**

Deliverables	Timeline
Original of the certificate of destruction	10 days after the destruction
Report on the disposal of non-regulated wastes	29 March 2013

Note : Payments are subject to approval by the technical authority or Environment Canada, of the deliverables provided by the service provider.

### **PAYMENTS BASIS**

The Government of Canada will pay the service provider for the completed work upon billing in compliance with the contract agreement if:

- a) an exact and complete bill as well as all documents required under the contract are submitted according to the instructions on billing provided in the said contract;
- b) all these documents have been verified by the Government of Canada;
- c) the work done is found to be acceptable by the Government of Canada.

### **INSTRUCTIONS ON BILLING**

The service provider will bill Environment Canada for the amount agreed upon and according to the instructions on billing. Payment will occur 30 days after reception of the bill.

### **CONFIDENTIALITY**

It is understood that the service provider will, prior to, while and after the contract, consider and treat the information given as confidential and will not release any such information unless authorized in writing by the contracting authority or its delegate. Any breach of these obligations of confidentiality on behalf of the service provider will be considered a fault and as such, will give sufficient reason for the minister to end the contract.

The parties to this contract believe that it may be useful to mutually share information associated to licensed procedures, patents, trademarks, manufacturing processes or other confidential information in relation to this agreement. Parties have to protect confidentiality of the information for the duration of the agreement and for a period of up to five years after the end of the agreement.

Under the Access to Information Act, L.R. 1985, c. A-1, parties are of the opinion that the content of this agreement is confidential and that all parties must have similar means of protection in order to prevent the release of the information in this agreement to third parties, this in order to protect its own confidential information similar in nature.

**K0C74-120260/A****ANNEX B****FINANCIAL PROPOSAL**

The number of cylinders is 5694 of 13.6 kg per cylinder, but the total number of kg under this request for proposal is unknown. For the purpose of the financial evaluation the cost of the services will be based on 77500 kg.

The price of each bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded.

**1ST FIRM YEAR**

Total Cost		
Firm price per Kilo	Estimated quantity	Total
_____ \$	X 77500 kg	_____ \$

Price per extra Kilo on request	
Firm price per Kilo	
_____ \$	

**OPTIONAL YEARS**

Total cost 1st option year	Total cost 2nd option year
Firm price per Kilo	Firm price per Kilo
_____ \$	_____ \$

Solicitation No. - N° de l'invitation

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Buyer ID - Id de l'acheteur

mta550

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**K0C74-120260/A**

**ANNEX C**

**Complete list of bidder's board directors**

***NOTE TO BIDDERS***

***WRITE ALL DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

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