

**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

Title - Sujet Service d'élimination de déchets...		
Solicitation No. - N° de l'invitation K0C74-120260/B	Date 2013-03-04	
Client Reference No. - N° de référence du client K0C74-12-0260		
GETS Reference No. - N° de référence de SEAG PW-\$MTA-550-12283		
File No. - N° de dossier MTA-2-35241 (550)	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-03-27		Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Guernon (mta550), Émile		Buyer Id - Id de l'acheteur mta550
Telephone No. - N° de téléphone (514) 496-3585 ()	FAX No. - N° de FAX (514) 496-3822	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

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

****** This request for proposal cancels and supersedes previous request for proposal number K0C74-120260/A, dated December 13, 2012 with a closing of January 23, 2013 at 02:00 PM ******

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.2. Statement of Work
- 1.3. Communications Notification
- 1.4. Debriefings

PART 2 - BIDDER INSTRUCTIONS

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Bids
- 2.3. Enquiries - Bid Solicitation
- 2.4. Improvement of Requirement During Solicitation Period
- 2.5. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

PART 5 - CERTIFICATIONS

- 5.1. **Mandatory Certifications Required Precedent to Contract Award**
- 5.2. Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

- 2. Statement of Work
- 3. Standard Clauses and Conditions
- 4. Term of Contract
- 5. Authorities
- 6. Payment
- 7. Invoicing Instructions

Solicitation No. - N° de l'invitation

K0C74-120260/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mta550

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

K0C74-12-0260

MTA-2-35241

8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses
12. Insurance Requirements

List of Annexes:

- | | |
|---------|---|
| Annex A | Statement of Work |
| Annex B | Basis of payment |
| Annex C | Complete list of bidder's board directors |

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 Mandatory Certifications Required Precedent to Contract Award

5.1.1 Code of Conduct and Certifications - Related documentation (Refer to Annex «C» attached)

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 *(Will be completed at time of awarding contract)*

The Work is to be performed during the period of _____ (fill in start date of the work) to _____ (fill in end date of the work).

***** Bidders must submit a schedule of tasks to be performed and the estimated time for each *****

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 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.

Solicitation No. - N° de l'invitation

K0C74-120260/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mta550

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

K0C74-12-0260

MTA-2-35241

K0C74-120260/B

ANNEX «A»

**STATEMENT OF WORK
HAZARDOUS WASTE DISPOSAL SERVICE: HCFC-22**

REFER TO ENCLOSED DOCUMENT

Solicitation No. - N° de l'invitation

K0C74-120260/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mta550

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

K0C74-12-0260

MTA-2-35241

K0C74-120260/B

ANNEX «B»

FINANCIAL PROPOSAL

REFER TO ENCLOSED DOCUMENT

Solicitation No. - N° de l'invitation

K0C74-120260/B

Amd. No. - N° de la modif.

File No. - N° du dossier

MTA-2-35241

Buyer ID - Id de l'acheteur

mta550

CCC No./N° CCC - FMS No/ N° VME

K0C74-12-0260

K0C74-120260/B

ANNEX «C»

Complete list of bidder's board directors

NOTE TO BIDDERS

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

ANNEX A

WORKS DESCRIPTION: HAZARDOUS WASTE DESTRUCTION PROJECT: 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 laws and regulations. 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 complying with the requirements of the *Canadian Environmental Protection Act, 1999*, 5694 13.6 kg cylinders of HCFC-22 became the property of the Canada, under the care of EED. Because this substance had been imported illegally into Canada and cannot be returned to the country of origin, it must be destroyed.

MANDATE

The mandate of the project is to provide a service for the destruction of HCFC-22 contained in the 5694 cylinders, each having a gross weight of 13.6 kg (30 lbs).

The cylinders are currently on wooden pallets in an access controlled warehouse located in the greater Montreal area. On each wooden pallet, there are about 40 cylinders. The cylinders are DOT approved only and do not bear the TC certification of Transport Canada. Their movement within Canada is prohibited unless a special permit is issued by Transport Canada.

The exact location will be provided to the contractor who is granted the contract.

The work must begin at the signing of the contract and end as soon as possible.

The work must begin with at signing of the contract and the end date will be determined at the issuance of the contract. *Bidders must submit a schedule of tasks to be performed and the estimated time for each.*

WORKS DESCRIPTION

1. Handling, loading and transportation of hazardous materials to a transfer center or destruction center

The Contractor must supply the labor, materials, equipment, tools as well as the supervision necessary for the identification, labeling, packaging, loading and transportation of hazardous materials by truck to the transfer center or destruction installation .

All documentation required for the transport of waste and permits for export (if required) are the responsibility of the contractor.

The HCFC-22 cylinders in the warehouse are not authorized for transportation in Canada. EED will obtain a special permit required by Transport Canada. One of the conditions for obtaining the transport permit is that officers from EED escort the shipment throughout its movement in Canada.

The Contractor becomes owner of all the waste (cylinders, gas, pallets, cardboard, etc ...) at the time when the waste is loaded onto the service provider's truck.

The contractor must manage the waste generated from handling the gas in accordance with all applicable laws and regulations. Whenever possible, the contractor should favor the reuse and recycling of materials. For example, the metal can be sent to a scrap yard, wood pallets can be reused.

2. Storage, preparation of gas at the transfer center and transportation of gas to the destruction center (if applicable)

The Contractor must supply the labor, materials, equipment and tools for the storage of the cylinders if necessary as well as their preparation (consolidation, transfer in tanks or other) insuring the gas will be taken in charge by the destruction center.

The Contractor must supply the labor, materials, equipment and transportation to the destruction center. All documentation required for the transport of waste and permits for export (if required) are the responsibility of the contractor.

3. Gas destruction

The Contractor must provide the full service of gas destruction at an authorized site, including prior storage, if necessary.

Risk Management Plan

The service provider must have a risk management plan in place which covers loss, release and mitigation measures so as to minimize any impact should an accident involving the hazardous waste occur. The plan must contain sufficient risk management measures to demonstrate that, should there be an incident, due diligence and care was taken by the service provider, in compliance with minimal standards under CEPA 1999. The service provider must provide, upon request, a copy of said plan to the site authority.

DISPOSITION

The metal cylinders, valves and residue (heel), must be disposed of in compliance with applicable federal and/or provincial requirements. The metal can be transferred to a metal recycler if it is not banned under provincial laws.

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

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 of 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.

Responsibilities 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 onto the service provider's trucks and the shipping manifest is signed.

Responsibility of Environment Canada

Because the HCFC-22 cylinders are not authorized for transportation in Canada, EED will obtain a special permit required by Transport Canada. One of the conditions for obtaining the transport permit is that officers from EED escort the shipment throughout the movement in Canada.

EC will disclose the address of its warehouse when the contract is granted.

MEETINGS

The service provider must agree to participate in follow-up meetings, by telephone or videoconference, organized by the technical authority of Environment Canada. Good coordination should be assured between EC and the contractor especially when handling the waste at the warehouse and during the escort of the hazardous materials.

DELIVERABLES, TIMELINES AND SCHEDULE OF PAYMENTS

Deliverables must be demonstrated by documentation of the completion of work. These documents must accompany all invoices:

- Manifest, transport waybill or bill of lading

- Certificate of destruction
- Report on the disposal of non-hazardous wastes (empty metal cylinders, pallets, cardboard, garbage)

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

PAYMENTS

BASE OF PAYMENT

Canada will not pay any extra charges for insurance, security, load of gasoline / diesel. It is the responsibility of the supplier to provide all costs related to the mandate in its financial proposal.

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 Contractor will bill Environment Canada for work completed as and when at regular intervals as work progresses.

Payment will be made 30 days after the date of receipt of an invoice following approval of documentation for work performed.

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.

ANNEX B

BASIS OF PAYMENT/UNIT PRICES
HAZARDOUS WASTE DESTRUCTION PROJECT: HCFC-22

Art.	Works Description	Unit	Total Quantity*	Unit Price	Total Price
1.	Handling, loading and transportation of hazardous materials to a transfer center or destruction center	cylinder	5 694		
2.	Storage, preparation of gas at the transfer center and transportation of gas to the destruction center (if applicable)	kg	56 940		
3.	Gas Destruction	kg	56 940		
TOTAL :					

* The total amount of cylinders is 5 694 at 13.6 kg (gross weight) each. The quantity of gas in each cylinder has been estimated at 10 kg. Therefore, the total quantity of gas in the table is approximate.

** Unit price must not include GST/HST.