



<p><b>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</b></p> <p>Heidi Noble 867 Lakeshore Road Burlington, Ontario L7S 1A1</p> <p><b>BID SOLICITATION DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUSSION À: ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> Hazardous Waste Disposal Services for a Three Year Period</p>		
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000024809</p>		
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2016 09 29</p>		
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p>at – à 2:00 P.M. on – le 2016 11 08</p>	<p><b>Time Zone – Fuseau horaire</b></p> <p>Eastern Standard Time</p>	
	<p><b>F.O.B – F.A.B</b> Not Applicable</p>		
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Heidi Noble Heidi.Noble@canada.ca</p>		
	<p><b>Telephone No. – N° de téléphone</b> 905-319-6982</p>	<p><b>Fax No. – N° de Fax</b></p>	
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2019-12-31</p>		
	<p><b>Destination - of Services / Destination des services</b> Ontario Region</p>		
	<p><b>Security / Sécurité</b> There is no security requirement associated with this bid.</p>		
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>			
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>		
<p><b>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)</b></p>			
<p><b>Signature</b></p>	<p><b>Date</b></p>		

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Hazardous Waste Disposal Services for a Three Year Period

## **PART 1 – GENERAL INFORMATION**

### **1. Security Requirement**

1.1 There is no security requirement associated with this requirement.

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

The Work to be performed is detailed under Annex A, Statement of Work of the resulting contract.

### **3. Debriefings**

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

## **PART 2 – BIDDER INSTRUCTIONS**

### **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 PWGSC *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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

#### **Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

#### **At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

#### **At Section 05 Submission of Bids, Subsection 05 (2d):**

**Delete:** In its entirety

**Insert:** “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

#### **At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

#### **At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

**At Section 08 Transmission by Facsimile, Subsection 08 (1):****Delete:** In its entirety**Insert:** "Bids may be submitted by facsimile if specified in the bid solicitation."**At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:****Delete:** In their entirety**Insert:** "Deleted"**At Section 17 Joint Venture, Subsection 17 (1) b.:****Delete:** "the Procurement Business Number of each member of the joint venture,"**Insert:** "Deleted"**At Section 20 Further Information, Subsection 20 (2):****Delete:** In its entirety**Insert:** "Deleted"**At Section 05 Submission of Bids, Subsection 05 (4)****Delete:** "sixty (60) days"**Insert:** "one hundred and twenty (120) days"**2. Submission of Bids**

- 2.1** Bids must be submitted to the Contracting Authority at the address indicated on page 1 of the bid solicitation by November 8, 2016 at 2:00 P.M.

**3. Former Public Servant – Competitive Bid**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

**Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### **4. 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## **5. Applicable Laws**

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

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

## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

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

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 should:

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

## **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

## **Section II: Financial Bid**

1. Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

### **1.1 Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for each month of the Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses - Delete
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

### **1.2 Bidders should include the following information in their financial bid:**

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

## **Section III - Certifications**

### **1. Certifications Required Precedent to Contract Award**

Bidders must provide the required certifications Part 5.

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

### **1. Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

## **1.1 Technical Evaluation**

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

## **1.2 Technical Evaluation**

### **1.2.1. Mandatory Technical Criteria**

The Mandatory Technical Criteria is included in Part 4, Attachment 1.

## **1.3 Financial Evaluation**

### **1.3.1 Mandatory Financial Criteria**

The Mandatory Financial Criteria is included in Part 4, Attachment 1.

### **1.3.2 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

## **2. Basis of Selection - Mandatory Technical and Mandatory Financial Criteria**

### **2.1 Mandatory Technical Criteria**

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

### **2.2 Mandatory Financial Criteria**

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive. Each criterion should be addressed separately.



## Part 4 – Attachment 1

## Mandatory Technical Criteria

Number	Criterion	Pass	Fail
M1	<p><b>Corporate profile</b></p> <p>The Offeror must provide its full legal name in its offer. The Offeror must also provide a corporate résumé of the Offeror including, if applicable, a website link for further corporate information.</p> <p>The corporate résumé must include:</p> <ol style="list-style-type: none"> <li>the Offeror's primary area(s) of business</li> <li>the Offeror's number of years in business</li> <li>the Offeror's key team members and proof of adequate hazmat materials transportation training and spill containment training</li> <li>the Offeror's total number of employees</li> </ol>		
M2	<p><b>Number of years in business</b></p> <p>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 the Offeror 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.</p>		
M3	<p><b>Time-sensitivity</b></p> <p>The Offeror must describe, in its offer, how it plans to provide short-turn around for services. The Offeror should describe:</p> <ol style="list-style-type: none"> <li>the time frame required to provide general removal services</li> <li>the time frame required to provide emergency remediation services in the event of an accident</li> <li>risks that the Offeror envisions encountering relative to resource management</li> <li>actions to be taken to mitigate those risks.</li> </ol>		
M4	<p><b>Quality Management System</b></p> <p>The Offeror must have a solid Quality Management System which will facilitate the ongoing ability of the Offeror to provide timely and quality services. The Offeror should provide a detailed description of the following:</p> <ol style="list-style-type: none"> <li>the Offeror's quality management system from initial identification to completion of requirements and fulfillment of customer expectations</li> <li>the Offeror's quality organizational structure and division of responsibilities, documented policies procedures, processes and resources for implementing and managing the quality process</li> <li>the Offeror's corrective action process</li> </ol>		
M5	<p><b>Documentation</b></p> <p>The Offeror must 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.</p> <p>The Offeror must provide its Provincial Hazmat License with its personal identification numbers for the Province of Ontario in its offer.</p>		

M6	<p><b>Scope of services offered</b></p> <p>The Offeror must provide a scope of services document which clearly identifies all hazardous waste handling services including;</p> <ul style="list-style-type: none"> <li>- identification</li> <li>- packaging</li> <li>- labeling</li> <li>- loading</li> <li>- transportation</li> <li>- disposal of user generated hazardous wastes</li> <li>- spill clean-up.</li> </ul>		
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### **Mandatory Financial Criteria**

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

The maximum budget allocated for this project must not exceed \$150,000.00 applicable taxes extra, including all labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment and Climate Change to pay such an amount.

## **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### **2. Additional Certifications Required 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### **2.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

## **PART 6 - RESULTING CONTRACT**

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

**Title:** Hazardous Waste Disposal Services for a Three Year Period

### **1. Security Requirement**

1.1 There is no security requirement applicable to this Contract.

### **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 PWGSC *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.

#### **3.1 General Conditions**

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

#### **At Section 12 Transportation Costs**

**Delete:** In its entirety

**Insert:** "Deleted"

#### **At Section 13 Transportation Carriers" Liability**

**Delete:** In its entirety.

**Insert:** "Deleted"

#### **At Section 18, Confidentiality:**

**Delete:** In its entirety

**Insert:** "Deleted"

#### **At Section 19 Copyright**

**Delete:** In its entirety

**Insert:** "Deleted"

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

#### 4.1 Period of the Contract

The Work is to be performed during the period of January 1, 2017 to December 31, 2019.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Heidi Noble  
 Title: Procurement Officer  
 Environment and Climate Change Canada  
 Procurement and Contracting  
 Address: 867 Lakeshore Road, Burlington, Ontario, L7S 1A1  
 Telephone: 905-319-6982  
 Facsimile: 905-336-8907  
 E-mail address: [Heidi.Noble@canada.ca](mailto:Heidi.Noble@canada.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 Technical Authority

The Technical Authority for the Contract is:

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

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

#### 5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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

## **6. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## **7. Payment**

### **7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work in accordance with Annex B.

### **Limitation of Expenditure**

- (a) Canada's total liability to the Contractor under the Contract must not exceed the amount shown above including all Customs duties and applicable taxes.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.
- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **8 Invoicing Instructions**

### **8.1 Monthly Payments**

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

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

## **9. Certifications**

### **9.1 Compliance**

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 term of the Contract. 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.

**10. Applicable Laws**

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

**11. 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) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2016-04-04)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*)

## ANNEX A

### STATEMENT OF WORK

#### Objective:

Environment and Climate Change Canada (ECCC) has an ongoing requirement for hazardous waste removal and disposal from our site located in Burlington Ontario in accordance with environmental regulatory obligations.

#### Scope of Work:

Provide all labour, material, equipment, tools and supervision necessary for the identification, labelling, packaging, preparation of profile documentation sheets (standard Ontario form), loading, transportation and disposal/destruction of user generated hazardous waste products.

A disposal certificate and/or completed manifest must accompany all invoices. The certificate and/or completed manifest must show that the disposition of materials has been in accordance with current Federal, Provincial and Municipal Regulations and Legislation,

The Contractor must provide the Technical Authority with documentation indicating the government licensed facility the hazardous waste was sent to within ninety days of the removal of any hazardous waste from ECCC.

#### Tasks:

The Contractor must provide pre-scheduled pick-up of hazardous waste lots on a monthly basis. The collection of the hazardous waste lot will occur on dates and times agreed upon by the Technical Authority and Contractor.

Hazardous waste lots are comprised of the following approximate volumes:

<u>Volume</u>	<u>Dangerous Good Classification</u>
1 x 85L hazmat drums	Inorganic Acid - i.e. sulfuric acid, nitric acid
1 x 85L hazmat drums	Inorganic Basic - i.e. potassium hydroxide/sodium hydroxide
2 x 85L hazmat drums	Organic Chloric Solvents - i.e. dichloromethane, alcohols, hexane
3 x 85L hazmat drums	Organic Flammables - i.e. acetone, alcohols, acetonitrile
1 x 85L hazmat drums	Inorganic Oxidizer - i.e. magnesium perchlorate / silver oxide
1 x 85L hazmat drums	Inorganic Toxic Solids - i.e. sodium sulfate
1 x 85L hazmat drums	Organic Toxic Solids - i.e. 4-chlorobenzaldehyde, acetylsalicylic acid
1 x 85L hazmat drums	Inorganic Oxidizers - i.e. hydrogen peroxide/sodium nitrate
2 x 1L sharps container	Bio-contaminated sharps (scalpels, various gauge needles/syringes)

*Individual lots will vary but above is representative of a common collection required on a monthly basis*

#### Location of Work:

Environment and Climate Change Canada  
Canada Centre for Inland Waters



867 Lakeshore Road  
Burlington, Ontario L7S 1A1

**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 must provide a copy of any such permit, license, or certificate to Canada.

**Risk Management Plan:**

The Contractor must 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 Contractor, in compliance with the minimum standards of the Canadian Environmental Protection Act (2012), <http://laws-lois.justice.gc.ca/eng/acts/c-15.31>. The Contractor must provide, upon request a copy of the Risk Management Plan to the Technical Authority.

**Dangerous Goods/Hazardous Products:**

1. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Contractor must clearly mark all merchandise labels 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/products by government vehicles or government personnel.
4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products, <http://laws-lois.justice.gc.ca/eng/regulations/sor-2001-286>.

**Point of Ownership:**

The Contractor must dispose the hazardous waste identified herein according to the laws and regulations that are applicable. The Contractor must assume all ownership and all future liability for the disposal of the hazardous waste products from the time the hazardous waste is loaded onto the Contractor's vehicle and the hazardous waste manifests are signed.

**Security:**

The Contractor will be escorted while at Canada Centre for Inland Waters. Should circumstances arise whereby the Contractor will be unescorted then the Contractor shall comply with Department of the Environment and Government of Canada security policy noted below. The Contractor will be responsible for obtaining and completing any and all needed application for a Reliability Status through the Canadian and International Industrial Security Directorate (CIISD), Public Service and Procurement Canada (PSPC). The Contractor will be responsible for any expenses incurred.

1. The Contractor must at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) at the level of reliability status, issued by CIISD, PSPC.

2. The Contractor's personnel requiring access to Canada Centre for Inland Waters must each hold a valid reliability status, granted or approved by CIISD/PSPC.

## ANNEX B

## BASIS OF PAYMENT

The Contractor will be paid as follows:

<b>Period 1: January 1, 2017 to December 31, 2017 – Hazardous Waste</b>				
<b>Dangerous Good Classification</b>	<b>Volume of Drum/Container</b>	<b>Required Volume (A)</b>	<b>Cost Per Drum/Container (B)</b>	<b>Total Cost (A)*(B)</b>
Inorganic Acid	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Inorganic Basic	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Organic Chloric Solvents	85L Hazmat Drums	2 Drums (85L * 2)	\$	\$
Organic Flammables	85L Hazmat Drums	3 Drums (85L * 3)	\$	\$
Inorganic Oxidizer	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Inorganic Toxic Solids	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Organic Toxic Solids	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Inorganic Oxidizers	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Bio-contaminated Sharps	1L Sharps Containers	2 Sharps Containers (1L * 2)	\$	\$
<b>Hazardous Waste</b>				
<b>Total Cost for Period 1: \$ _____ (applicable taxes extra)</b>				

<b>Period 1: January 1, 2017 to December 31, 2017 – Personnel, Vehicle, and Supplies</b>					
<b>Personnel</b>	<b>Hourly Rate (A)</b>	<b>Number of Hours per Month (B)</b>	<b>Cost per Month (A) * (B)</b>	<b>Total Months (C)</b>	<b>Total Cost (C) * (12)</b>
Personnel, Regular Hours	\$	_____ Hours	\$	12 Months	\$
Personnel, After Hours	\$	_____ Hours	\$	12 Months	\$
<b>Vehicle</b>	<b>Hourly Rate (A)</b>	<b>Number of Hours per Month (B)</b>	<b>Cost per Month (A) * (B)</b>	<b>Total Months (C)</b>	<b>Total Cost (C) * (12)</b>
Vehicle Type 1 <hr/> <i>(insert above)</i>	\$	_____ Hours	\$	12 Months	\$
Vehicle Type 2 <hr/> <i>(insert above)</i>	\$	_____ Hours	\$	12 Months	\$
<b>Supplies (drums, containers, etc.)</b>	<b>Cost per Supply</b>	<b>Required Supplies per Month (B)</b>	<b>Cost per Month (A) * (B)</b>	<b>Total Months (C)</b>	<b>Total Cost (C) * (12)</b>
Supply 1 <hr/> <i>(insert above)</i>	\$	1 Drum (85L * 1)	\$	12 Months	\$
Supply 2 <hr/> <i>(insert above)</i>	\$	1 Drum (85L * 1)	\$	12 Months	\$
Supply 3 <hr/> <i>(insert above)</i>	\$	2 Sharps Containers (1L * 2)	\$	12 Months	\$
<b>Personnel, Vehicle, and Supplies</b>					
<b>Total Cost for Period 1: \$ _____</b> <i>(applicable taxes extra)</i>					

<b>Period 2: January 1, 2018 to December 31, 2018 – Hazardous Waste</b>				
<b>Dangerous Good Classification</b>	<b>Volume of Drum/Container</b>	<b>Required Volume (A)</b>	<b>Cost Per Drum/Container (B)</b>	<b>Total Cost (A)*(B)</b>
Inorganic Acid	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Inorganic Basic	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Organic Chloric Solvents	85L Hazmat Drums	2 Drums (85L * 2)	\$	\$
Organic Flammables	85L Hazmat Drums	3 Drums (85L * 3)	\$	\$
Inorganic Oxidizer	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Inorganic Toxic Solids	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Organic Toxic Solids	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Inorganic Oxidizers	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Bio-contaminated Sharps	1L Sharps Containers	2 Sharps Containers (1L * 2)	\$	\$
<b>Hazardous Waste</b>				
<b>Total Cost for Period 2: \$ _____ (applicable taxes extra)</b>				

<b>Period 2: January 1, 2018 to December 31, 2018 – Personnel, Vehicle, and Supplies</b>					
<b>Personnel</b>	<b>Hourly Rate (A)</b>	<b>Number of Hours per Month (B)</b>	<b>Cost per Month (A) * (B)</b>	<b>Total Months (C)</b>	<b>Total Cost (C) * (12)</b>
Personnel, Regular Hours	\$	_____ Hours	\$	12 Months	\$
Personnel, After Hours	\$	_____ Hours	\$	12 Months	\$
<b>Vehicle</b>	<b>Hourly Rate (A)</b>	<b>Number of Hours per Month (B)</b>	<b>Cost per Month (A) * (B)</b>	<b>Total Months (C)</b>	<b>Total Cost (C) * (12)</b>
Vehicle Type 1 <hr/> <i>(insert above)</i>	\$	_____ Hours	\$	12 Months	\$
Vehicle Type 2 <hr/> <i>(insert above)</i>	\$	_____ Hours	\$	12 Months	\$
<b>Supplies (drums, containers, etc.)</b>	<b>Cost per Supply</b>	<b>Required Supplies per Month (B)</b>	<b>Cost per Month (A) * (B)</b>	<b>Total Months (C)</b>	<b>Total Cost (C) * (12)</b>
Supply 1 <hr/> <i>(insert above)</i>	\$	1 Drum (85L * 1)	\$	12 Months	\$
Supply 2 <hr/> <i>(insert above)</i>	\$	1 Drum (85L * 1)	\$	12 Months	\$
Supply 3 <hr/> <i>(insert above)</i>	\$	2 Sharps Containers (1L * 2)	\$	12 Months	\$
<b>Personnel, Vehicle, and Supplies</b>					
<b>Total Cost for Period 2: \$ _____</b> <i>(applicable taxes extra)</i>					

<b>Period 3: January 1, 2019 to December 31, 2019 – Hazardous Waste</b>				
<b>Dangerous Good Classification</b>	<b>Volume of Drum/Container</b>	<b>Required Volume (A)</b>	<b>Cost Per Drum/Container (B)</b>	<b>Total Cost (A)*(B)</b>
Inorganic Acid	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Inorganic Basic	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Organic Chloric Solvents	85L Hazmat Drums	2 Drums (85L * 2)	\$	\$
Organic Flammables	85L Hazmat Drums	3 Drums (85L * 3)	\$	\$
Inorganic Oxidizer	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Inorganic Toxic Solids	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Organic Toxic Solids	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Inorganic Oxidizers	85L Hazmat Drum	1 Drum (85L * 1)	\$	\$
Bio-contaminated Sharps	1L Sharps Containers	2 Sharps Containers (1L * 2)	\$	\$
<b>Hazardous Waste</b>				
<b>Total Cost for Period 3: \$ _____ (applicable taxes extra)</b>				

<b>Period 3: January 1, 2019 to December 31, 2019 – Personnel, Vehicle, and Supplies</b>					
<b>Personnel</b>	<b>Hourly Rate (A)</b>	<b>Number of Hours per Month (B)</b>	<b>Cost per Month (A) * (B)</b>	<b>Total Months (C)</b>	<b>Total Cost (C) * (12)</b>
Personnel, Regular Hours	\$	_____ Hours	\$	12 Months	\$
Personnel, After Hours	\$	_____ Hours	\$	12 Months	\$
<b>Vehicle</b>	<b>Hourly Rate (A)</b>	<b>Number of Hours per Month (B)</b>	<b>Cost per Month (A) * (B)</b>	<b>Total Months (C)</b>	<b>Total Cost (C) * (12)</b>
Vehicle Type 1 <hr/> <i>(insert above)</i>	\$	_____ Hours	\$	12 Months	\$
Vehicle Type 2 <hr/> <i>(insert above)</i>	\$	_____ Hours	\$	12 Months	\$
<b>Supplies (drums, containers, etc.)</b>	<b>Cost per Supply</b>	<b>Required Supplies per Month (B)</b>	<b>Cost per Month (A) * (B)</b>	<b>Total Months (C)</b>	<b>Total Cost (C) * (12)</b>
Supply 1 <hr/> <i>(insert above)</i>	\$	1 Drum (85L * 1)	\$	12 Months	\$
Supply 2 <hr/> <i>(insert above)</i>	\$	1 Drum (85L * 1)	\$	12 Months	\$
Supply 3 <hr/> <i>(insert above)</i>	\$	2 Sharps Containers (1L * 2)	\$	12 Months	\$
<b>Personnel, Vehicle, and Supplies</b>					
<b>Total Cost for Period 3: \$ _____</b> <i>(applicable taxes extra)</i>					



**Period 1:****Total Cost for Hazardous Waste** \$ \_\_\_\_\_**Total Cost for Personnel, Vehicle, and Supplies** \$ \_\_\_\_\_**Total Cost for Period 1:** \$ \_\_\_\_\_*Period 1: January 1, 2017 to December 31, 2017***Period 2:****Total Cost for Hazardous Waste** \$ \_\_\_\_\_**Total Cost for Personnel, Vehicle, and Supplies** \$ \_\_\_\_\_**Total Cost for Period 2:** \$ \_\_\_\_\_*Period 1: January 1, 2018 to December 31, 2018***Period 3:****Total Cost for Hazardous Waste** \$ \_\_\_\_\_**Total Cost for Personnel, Vehicle, and Supplies** \$ \_\_\_\_\_**Total Cost for Period 3:** \$ \_\_\_\_\_*Period 1: January 1, 2019 to December 31, 2019***Total Tender Price (Canadian Currency)** \$ \_\_\_\_\_**Applicable Taxes** \$ \_\_\_\_\_**Total Price (Including Applicable Taxes)** \$ \_\_\_\_\_

## ANNEX C

### INSURANCE REQUIREMENTS

#### G2001C (2014-06-26) Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
  
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.