



**A1. Health Canada Bid Receiving Unit
Federal Records Centre Building**

161 Goldenrod Driveway, Tunney's Pasture
Loading dock of building #18,
Ottawa, ON K1A 0K9 CANADA
Business hours: 7h30 to 16h30

Attention: Guy Labelle
Phone Number: (613) 957-1310
1st Floor Records Centre
Solicitation #: 1000158349

Request for Proposals (RFP)

for

Performance of the Work described in
Appendix 1, Annex A, Statement of Work.

A2. RFP AUTHORITY

The Authority for this RFP is:

Brian Spero
Senior Procurement Officer
Material and Asset Management Division
Chief Financial Officer Branch
Ottawa,
Ontario

Telephone:
(613) 952-6249
Fax:
(613) 941-2645
E-mail:
brian.spero@
hc-sc.gc.ca

**THIS RFP DOES NOT CONTAIN A
SECURITY REQUIREMENT.**

A3. TITLE
FUNERAL TRANSPORT SERVICES TO SUPPORT NATIONAL SURVEILLANCE OF
HUMAN PRION DISEASES (CJD)

A4. SOLICITATION NUMBER
#1000158349

A5. DATE
JUNE 13TH, 2014

A6. BID SOLICITATION DOCUMENTS
The RFP is divided into five (5) parts as follows:

1. Section I – Bid Submission Requirements
2. Section II – Evaluation Criteria
3. Section III – Financial Bid
4. Section IV – Certifications
5. Section V – General Instructions
6. Appendix 1 - Draft Contract, and its annexes
 - Annex A - Statement of Work
 - Annex B - Security Requirements Checklist (not applicable)

A7. BID DELIVERY
Bids must be received by no later than 14:00 (2 p.m) on July 28th, 2014 Eastern Standard time) at the bid receiving address indicated in A1. Bids received after the closing date and time (referred to as the “Closing Date”) will be considered non-responsive, and will be returned to the Bidder unopened.

Bids sent by fax or email will not be accepted. All bids must be date and time stamped at the Bid Receiving Unit. Bidders should ensure that their name, address, the Closing Date, and the solicitation number is clearly marked on their envelopes or parcels.

Bids and all supporting information may be submitted in either English or French.

A8. BID CONTENT
Bids must be structured in the following manner:

- One (1) copy of a Covering Letter, signed by an authorized representative of the Bidder;
- Three (4) copies of the Technical Bid;
- Three (2) copies of Sections “III” – “Financial Bid” and Section “IV” (Certifications) including all the information required in a separate envelope marked “Financial Bid.” Failure to provide the Financial bid and Certifications in a separate sealed envelope will render a bid non responsive. No prices must be indicated in any other section of the Bid.

Failure to comply with these instructions will result in the entire bid being declared non-responsive.

A9. BID VALIDITY
Bids will remain valid for a period of **ninety (90)** calendar days following the Closing Date.

A10. ENQUIRIES
All enquiries must be submitted in writing to the designated RFP Authority identified in A2 by no later than **seven (7)** calendar days prior to the Closing Date in order to allow sufficient time to provide a response.

A11. APPLICABLE LAWS
In accordance with GI15, any resulting contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in the **Province of Ontario, Canada.**

SECTION “I” – BID SUBMISSION REQUIREMENTS

- 1.1 This section outlines the information Bidders are required to submit. To be declared responsive, a bid must:
- a. comply with all the requirements of the RFP;
 - b. meet all the mandatory technical and financial evaluation criteria;

Bids not meeting (a) or (b) will be declared non-responsive. An evaluation team comprised of representatives of Canada will evaluate the bids.

- 1.2 Bidders who submit a bid in response to this RFP agree to be bound by the instructions, clauses and conditions of the RFP and accept the terms and conditions of the resulting contract.

- 1.3 It is the Bidder’s responsibility to obtain clarification of the requirements contained in the RFP, if necessary and to prepare its bid in accordance with the instructions contained in the RFP. Enquiries must be submitted in writing to the Authority identified in A2 (RFP Authority) and in accordance with section A10 (Enquiries).

- 1.4 The RFP documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a Bidder from any other source are not relevant and not part of this RFP. Bidders should not assume that practices used under previous RFPs or contracts will continue, unless they are identified in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

- 1.5 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 for hardcopy submissions;
- b. use a numbering system that corresponds to the RFP.

In order to promote environmental considerations, bidders are further encouraged to 1) use 8.5 x 11 inch (216 mm x 279 mm) 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.

- 1.6 Both Health Canada and the Public Health Agency of Canada have adopted electronic direct deposit as their preferred method for paying invoices. Suppliers are encouraged to register for electronic direct deposit and to provide their account information upon request.

SECURITY REQUIREMENTS

- 2.1 (Not applicable).

INTELLECTUAL PROPERTY

- 3.1 Refer to Appendix 1, Draft Contract, for more information on intellectual property rights arising under the resulting contract.
- 3.2 Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:
 - 3.2.1 Statutes, regulations or previous obligations of Canada to a third party or parties preclude contractor ownership of the Intellectual Property Rights in Foreground Information;

EVALUATION PROCEDURES

- 4.1 The Technical Bid will first be evaluated against the mandatory technical and financial criteria of the RFP. If the mandatory technical criteria are not met the bid will be given no further consideration.
- 4.2 Only technical bids that meet the mandatory technical criteria will be further evaluated against the mandatory financial criteria on the basis of the Bidder's Financial Bid.
- 4.3 In the case of technical bids which are found to be non-responsive, the Financial Bid will be returned unopened to the Bidder with a notice indicating that the Bid was non-responsive.

SUPPLIER SELECTION METHOD

- 5.1 Lowest price responsive bid

The responsive bid meeting all of the mandatory rated requirements of the RFP with the lowest evaluated price will be recommended for award of a contract. Your technical proposal must address all the requirements of the Statement of Work (SOW) and demonstrate that you are capable of meeting all obligations of the contractor specified in the same.

SECTION “II” – EVALUATION CRITERIA

The evaluation of the following criteria is based on a “rules of evidence” approach in that the evaluation committee can only conduct its evaluation based on the contents of the Bidder’s bid. The onus is on the Bidder to ensure that its bid is complete, clear, and provides sufficient detail for the evaluation committee to evaluate the bid. Simply repeating or copying a statement contained in the RFP is not sufficient.

In order to facilitate the evaluation of the bid, Canada also requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraphs and page numbers where the subject topic has already been addressed.

For the purpose of the technical criteria specified below, the experience of the Bidder includes the experience of the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

6.1 MANDATORY CRITERIA

The bid must meet the mandatory criteria set out below. The Bidder must provide the necessary documentation to support compliance. Bids which fail to meet the mandatory criteria will be declared non-responsive. Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either “Yes” or a “No.”

Attention Bidders:			
Write beside each of the criterion the relevant page number(s) from your bid which addresses the requirement identified in the criteria.			
#	Mandatory Technical Criteria	Met (Yes/No)	Cross-Reference to bid (indicate page #)
MT1	The bidder must demonstrate their services are available country-wide <i>via</i> a single point of contact for CJDSS		
MT2	The bidder must demonstrate all their services are available in both French and English.		
MT3	The bidder must demonstrate they can respond to calls 24 hours per day, 7 days per week, 365 days per year.		
MT4	The bidder must demonstrate they have the capability to arrange for the transportation within four hours of death (if necessary).		
MT5	The bidder must have experience in arranging for coroner’s permits for inter-provincial transportation (if necessary). Proof required.		
MT6	The bidder must demonstrate they have access to refrigerated storage (if necessary). Proof required.		
MT7	The bidder must have a minimum of 10 years’ experience, expertise, training and certification in the care and handling of cadavers of persons dying of infectious diseases, including		

	CJD. Proof required.		
MT8	The bidder must have proven experience in the completion of at least 2 projects similar in scope to the work described in the Statement of Work. Proof is required with a description of each project, title, organization for whom the work was performed, contact name(s) and phone number(s)/facsimile and e-mail address if applicable.		
MT9	The bidder's Lead Resource/Manager must have a minimum of 5 years' experience overseeing work similar in scope to the work described in the Statement of Work of this RFP. Resumé and two references required.		
MT10	The bidder must belong to either the National Funeral Director's Association or the Funeral Service Association of Canada. Proof of certification required.		

SECTION "III" – FINANCIAL BID

Financial Bids will only be evaluated after the evaluation of the Technical Bid is complete. If it becomes clear that the Financial Bid score would not alter the overall scoring of the bid, the Financial Bid will not be considered.

All the information required in this section must be provided in Bidders' Financial Bid.

- 7.1 Bidders must provide their Financial Bid in accordance with the Pricing Schedule provided below. All payments will be made in accordance with the Pricing Schedule and the proposed Basis of Payment of the Contract.
- 7.2 Exchange rate fluctuation protection is not offered.
- 7.3 The Financial Bid must contain a detailed breakdown of the **total estimated price**, by phase, or by major tasks. The Financial Bid should address each of the following, if applicable:
 - i) **Goods and Services Tax / Harmonized Sales Tax GST and HST are extra if applicable.**
- 7.4 Financial Bids not meeting the above requirements will be considered non-responsive and will not be given any further consideration.

7.5 **Price Justification**

The Bidder must provide, at Canada's request, one or more of the following price justifications:

- a current published price list indicating the percentage discount available to Canada; or
- a recent copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- price or rate certifications; or
- other supporting documentation as requested by Canada.

8.0 PRICING SCHEDULE

NOTE TO BIDDER: THE CONTRACTOR WILL BE PAID IN ACCORDANCE WITH THE FOLLOWING BASIS OF PAYMENT FOR ACTUAL SERVICES PROVIDED PURSUANT TO THE RESULTING CONTRACT.

YOU ARE REQUIRED TO QUOTE FIRM UNIT PRICING FOR THE DURATION OF THE CONTRACT, INCLUDING THE OPTION YEARS.

A TOTAL COST FOR EACH LOCATION WILL BE CALCULATED FOR EVALUATION PURPOSES AS FOLLOWS: ESTIMATED USAGE (THE NUMBER OF CADAVERS AND KMS) IS FOR EVALUATION PURPOSES ONLY AND IS NOT TO BE CONSTRUED AS AN OFFER OR COMMITMENT BY THE PUBLIC HEALTH AGENCY OF CANADA.

PICK-UP OF CADAVER, TRANSPORTATION TO HOSPITAL AND RETURN TO FUNERAL SERVICES PROVIDER:

PERIOD OF CONTRACT OCTOBER 1, 2014 TO SEPTEMBER 30, 2017 (THREE YEARS)

- 1) **B.C:** \$_____/CADAVER X 20 CADAVERS + \$_____/KM X 3,000 KMS = \$_____
- 2) **ALBERTA** \$_____/CADAVER X 20 CADAVERS + \$_____/KM X 3,000 KMS = \$_____
- 3) **SASKATCHEWAN:** \$_____/CADAVER X 8 CADAVERS + \$_____/KM X 1,200 KMS = \$_____
- 4) **MANITOBA:** \$_____/CADAVER X 12 CADAVERS + \$_____/KM X 1,800 KMS = \$_____
- 5) **ONTARIO:** \$_____/CADAVER X 30 CADAVERS + \$_____/KM X 4,500 KMS = \$_____
- 6) **QUEBEC:** \$_____/CADAVER X 20 CADAVERS + \$_____/KM X 3,000 KMS = \$_____
- 7) **NEW BRUNSWICK:** \$_____/CADAVER X 2 CADAVERS + \$_____/KM X 300 KMS = _____
- 8) **NOVA SCOTIA:** \$_____/CADAVER X 4 CADAVERS + \$_____/KM X 600 KMS = \$_____
- 9) **PEI:** \$_____/CADAVER X 2 CADAVERS + \$_____/KM X 150 KMS = \$_____

10) **NEWFOUNDLAND :** \$_____/CADAVER X 2 CADAVERS + \$_____/KM X 300 KMS = _____

ESTIMATED TOTAL FOR THE PERIOD OF CONTRACT: \$ _____

DIRECT COSTS FOR TRANSPORTATION BY FERRY, AIRLINE OR RAIL WILL BE REIMBURSED AT ACTUAL COST WITHOUT MARK-UP WHEN SUPPORTED BY RECEIPTS.

PERIOD OF CONTRACT OCTOBER 1, 2017 TO SEPTEMBER 30, 2018 (OPTION YEAR 1)

- 1) **B.C:** \$_____/CADAVER X 20 CADAVERS + \$_____/KM X 3,000 KMS = \$ _____
- 2) **ALBERTA** \$_____/CADAVER X 20 CADAVERS + \$_____/KM X 3,000 KMS = \$ _____
- 3) **SASKATCHEWAN:** \$_____/CADAVER X 8 CADAVERS + \$_____/KM X 1,200 KMS = \$ _____
- 4) **MANITOBA:** \$_____/CADAVER X 12 CADAVERS + \$_____/KM X 1,800 KMS = \$ _____
- 5) **ONTARIO:** \$_____/CADAVER X 30 CADAVERS + \$_____/KM X 4,500 KMS = \$ _____
- 6) **QUEBEC:** \$_____/CADAVER X 20 CADAVERS + \$_____/KM X 3,000 KMS = \$ _____
- 7) **NEW BRUNSWICK:** \$_____/CADAVER X 2 CADAVERS + \$_____/KM X 300 KMS = _____
- 8) **NOVA SCOTIA:** \$_____/CADAVER X 4 CADAVERS + \$_____/KM X 600 KMS = \$ _____
- 9) **PEI:** \$_____/CADAVER X 2 CADAVERS + \$_____/KM X 150 KMS = \$ _____
- 10) **NEWFOUNDLAND :** \$_____/CADAVER X 2 CADAVERS + \$_____/KM X 300 KMS = _____

ESTIMATED TOTAL FOR THE OPTION PERIOD 1: \$ _____

DIRECT COSTS FOR TRANSPORTATION BY FERRY, AIRLINE OR RAIL WILL BE REIMBURSED AT ACTUAL COST WITHOUT MARK-UP WHEN SUPPORTED BY RECEIPTS.

OPTION PERIOD 2

- 1) **B.C:** \$_____/CADAVER X 20 CADAVERS + \$_____/KM X 3,000 KMS = \$_____
- 2) **ALBERTA** \$_____/CADAVER X 20 CADAVERS + \$_____/KM X 3,000 KMS = \$_____
- 3) **SASKATCHEWAN:** \$_____/CADAVER X 8 CADAVERS + \$_____/KM X 1,200 KMS = \$_____
- 4) **MANITOBA:** \$_____/CADAVER X 12 CADAVERS + \$_____/KM X 1,800 KMS = \$_____
- 5) **ONTARIO:** \$_____/CADAVER X 30 CADAVERS + \$_____/KM X 4,500 KMS = \$_____
- 6) **QUEBEC:** \$_____/CADAVER X 20 CADAVERS + \$_____/KM X 3,000 KMS = \$_____
- 7) **NEW BRUNSWICK:** \$_____/CADAVER X 2 CADAVERS + \$_____/KM X 300 KMS = _____
- 8) **NOVA SCOTIA:** \$_____/CADAVER X 4 CADAVERS + \$_____/KM X 600 KMS = \$_____
- 9) **PEI:** \$_____/CADAVER X 2 CADAVERS + \$_____/KM X 150 KMS = \$_____
- 10) **NEWFOUNDLAND :** \$_____/CADAVER X 2 CADAVERS + \$_____/KM X 300 KMS = _____

ESTIMATED TOTAL FOR OPTION PERIOD 2: \$_____

DIRECT COSTS FOR TRANSPORTATION BY FERRY, AIRLINE OR RAIL WILL BE REIMBURSED AT ACTUAL COST WITHOUT MARK-UP WHEN SUPPORTED BY RECEIPTS.

SECTION “IV” CERTIFICATIONS

The following information must be submitted along with Section “III,” Financial Bid as well as the Technical Bid and a signed covering letter.

9.0 Legal name and Bidder’s information

(print clearly)

Bidder’s Legal Name _____

Bidder’s Complete Address _____

—

Bidder's Phone number (_____)_____

Bidder's Authorized Representative _____

Bidder's Authorized Representative Phone number (_____)_____

Bidder's Authorized Representative e-mail _____

10.0 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 RFP 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 RFP Authority for additional information will also render the Bid non-responsive.

10.1 Certification of Education, Experience and Qualifications

The Bidder certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the Work or part of the Work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

Canada reserves the right to verify the above certification and to declare the bid non-responsive for any of the following reasons:

- an unverifiable or untrue statement; or
- unavailability of any person proposed on whose statement of education and experience the Canada relied to evaluate the Bid and award the contract.

10.2 Certification of Availability and Status of Personnel

Availability of Personnel and Facility

The Bidder certifies that, should it be authorized to provide services under any Contract resulting from this RFP, the persons and facility proposed in its bid will be available to commence performance of the Work within a reasonable time from Contract award and will remain available to perform the Work in relation to the fulfilment of this requirement.

Status of Personnel

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the Work to be performed in fulfilment of this requirement and to submit such person's résumé to the RFP Authority.

During the evaluation of its bid, the Bidder must upon the request of the RFP Authority provide a copy of such written permission, in relation to any or all resources proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's bid from further consideration.

10.3 Former Public Servant Certification

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 with FPS, bidders must provide the information required below.

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.

10.4 Joint Venture/Partnership

A joint venture is not considered a "person" for registration purposes, whereas a partnership is. Therefore, a partnership can have a BN; a joint venture cannot. A joint venture is limited in scope; a partnership is generally an ongoing business relationship that exists between persons carrying on common business.

A joint venture is an arrangement where two or more persons (participants) work together in a limited and defined business undertaking. Ordinarily, all participants of the joint venture contribute assets, share risks, and have mutual liability.

The Bidder certifies that its bid is submitted to Canada as a: (please choose one)

- | | |
|---------------------|-----|
| Sole proprietorship | [] |
| A corporation | [] |
| Partnership | [] |
| A joint venture | [] |

* In the case of a Joint Venture, the Bidder must provide the following details as part of its bid:

- a. the name of each member of the joint venture;
- b. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- c. the name of the joint venture, if applicable.

10.5 Federal Contractor's Program for Employment Equity 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) available from [Human Resources and Skills Development Canada \(HRSDC\) - 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.

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

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

10.6 **Signature and certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Financial Bid

*(in accordance with:
the pricing schedule submitted by the Bidder)*

(state amount in words)

Applicable taxes

*(in accordance with
the taxes identified in the pricing schedule)*

(state amount in words)

all amounts are in Canadian Dollars

Signature

Date

Print Name and Capacity

Annex “A Statement of Work

1.0 Title: Transportation of Cadavers for Diagnosis and Surveillance of Creutzfeldt-Jakob Disease

1.1 The Creutzfeldt-Jakob Disease Surveillance System (CJDSS) of the Public Health Agency of Canada requires a specialized funeral/mortuary transportation service to assist with the transportation of cadavers of persons suspected of having died of Creutzfeldt-Jakob disease (CJD). This service is essential to the operations of CJDSS, as without it autopsy would often be impractical and thus a diagnosis of CJD impossible to obtain.

1.2 Statement of Work

The core requirement is to collect bodies from hospitals, long-term care facilities and residences throughout Canada and transport them by ground, air or rail to designated hospitals/pathologists who perform autopsies for brain removal, then return the body to an appropriate funeral-services provider in keeping with the needs of the deceased person’s family. The number of bodies requiring transport varies unpredictably over time but may amount to 60 or more per year. These services are performed in close coordination with the needs of physicians, pathologists, funeral home staff, families of the deceased, local

and provincial authorities, and the CJDSS.

Each time services are needed the Project Authority or designate will contact the contractor to arrange for pick-up and transportation of the cadaver to a specified hospital/pathologist. The Project Authority or the hospital/pathologist will liaise with the contractor for pick-up and return of the body to a funeral services provider, in keeping with the needs of the deceased person's family.

All cadavers must be handled in a highly specialized way. The CJDSS and the Contractor must be in close contact to ensure that any specific precautions related to prion diseases are addressed. This includes but is not limited to the use of personal protective equipment when handling bodies, and double-bagging the body. In addition, there must be no embalming done, and cremation must occur in accordance with the deceased families' wishes.

1.3 Handling of Personal Information:

The Contractor acknowledges that Canada is bound by the [Privacy Act](#), R.S., 1985, c. P-21, with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

All such personal information is the property of Canada, and the Contractor has no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as Canada may request. Upon delivery of the personal information to Canada, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

2.0 Commercial General Liability Insurance

The Contractor must comply with the insurance requirements specified in Annex A . The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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 Health Agency of 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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. 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.

3.0 Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Professional 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
2. 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.
3. The 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 as additional insured should read as follows: Canada, represented by Public Health Agency of Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Separation of Insureds: 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.
 - d. 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.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. (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:
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Civil Litigation Section,
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234 Wellington Street, East Tower
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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.

SECTION “V” - GENERAL INSTRUCTIONS

G11 INTERPRETATION

In this RFP:

- 1.1 Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both.
- 1.2 “Her Majesty”, the “Minister” or “Canada” means Her Majesty the Queen in right of Canada, as represented by the Minister of Health, acting through the Public Health Agency of Canada (referred to herein as the “Minister”).

G12 RESPONSIVENESS

- 2.1 For a bid to be considered responsive, it must comply with all of the requirements of this RFP identified as mandatory. “Mandatory Requirements” are also expressed by using imperative verbs such as “shall”, “will” and “must”.

G13 ENQUIRIES – BID SOLICITATION STAGE

- 3.1 All enquiries or issues concerning this RFP must be submitted in writing to the RFP Authority identified in A2 as early as possible within the bid solicitation period. Enquiries and issues must be received within the timeframe described in A10 to allow sufficient time to provide a response. Enquiries received after that time may not be answered prior to the closing date.
- 3.2 To ensure consistency and quality of information provided to Bidders, the RFP Authority will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 3.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the RFP Authority named herein. Non-compliance with this condition during the bid solicitation period will (for that reason alone) result in bid disqualification.

G14 BIDDER’S SUGGESTED IMPROVEMENTS DURING BID SOLICITATION PERIOD

- 4.1 Should any Bidder consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the RFP Authority named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the RFP Authority within the timeframe described in article A10 to allow sufficient time to provide a response. Canada reserves the right to accept or reject any or all suggestions.

G15 BID PREPARATION COSTS

- 5.1 The costs, including travel incurred by the Bidder in the preparation of its bid, of any resulting contract will be the sole responsibility of the Bidder and will not be reimbursed by Canada.

G16 BID DELIVERY

- 6.1 Bids or amendments thereto, will only be accepted by the RFP Authority if they are received at the address indicated in A1, on or before the closing date and time specified in A7.
- 6.2 Responsibility for bid delivery: the Bidder has the sole responsibility for the timely receipt of a bid by Canada and cannot transfer this responsibility to Canada. Canada will not assume responsibility for bids that are directed to an address other than the one stipulated in A1.
- 6.3. Late bids: Bids received after the closing date and Time specified in A7 will be deemed non-responsive and will not be considered for contract award.

G17 RIGHTS OF CANADA

Canada reserves the right:

- 7.1 during bid evaluation, to submit questions to or conduct interviews with Bidders, at Bidders’ cost, upon forty eight (48) hours’ notice, to seek clarification or to verify any or all information provided by the Bidder with respect to this RFP;
- 7.2 to reject all bids received in response to this RFP;
- 7.3 to accept any bid in whole or in part without prior negotiation;
- 7.4 to cancel and/or re-issue this RFP at any time;
- 7.5 to award one or more contracts, if applicable;
- 7.6 to not accept any deviations from the stated terms and conditions;
- 7.7 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful bid in any resulting contract; and
- 7.8 to not contract at all.

G8 INCAPACITY TO CONTRACT WITH GOVERNMENT

- 8.1 By submitting a bid, the Bidder declares that the Bidder has not been convicted of an offence under the following provisions of the *Criminal Code*:
 - Section 121, Frauds upon the Government;
 - Section 124, Selling or Purchasing Office; or
 - Section 418, Selling Defective Stores to Her Majesty,Other than an offence for which a pardon has been granted.
- 8.2 Canada may reject a bid where the Bidder, including the Bidder’s officers, agents and employees, has been convicted of an offence referred to in clause 8.1. Where Canada intends to reject a proposal pursuant to this provision, the RFP Authority will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the bid rejection.

G19 INCURRING OF COSTS

- 9.1 No costs incurred before receipt of a signed contract or specified written authorization from the RFP Authority can be charged to any resulting contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any government personnel other than the Contracting Authority. The Bidder’s attention is drawn to the fact that the Contracting Authority is the only authority which can commit Canada to the expenditure of the funds for this requirement.

G110 BIDDERS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT

- 10.1 Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.

G111 PROPERTY OF CANADA

- 11.1 Bids received on or before the stipulated RFP closing date and time will become the property of Canada and may not be returned. All bids will be treated as confidential, subject to the *Access to Information Act* (R.S. 1985, c. A-1) and *Privacy Act* (R.S., 1985, c. P-21).

G112 PRICE JUSTIFICATION

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on the RFP Authority's request, one or more of the following price justifications:

- 12.1 a current published price list indicating the percentage discount available to Canada; or
- 12.2 copies of paid invoices for like quality and quantity of the goods, services or both sold to other customers; or
- 12.3 a price breakdown showing the cost of direct labour,

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- direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.; or
- 12.4 price or rate certification; or
- 12.5 any other supporting documentation as requested by the RFP Authority

GI13 ANNOUNCEMENT OF SUCCESSFUL BIDDER

- 13.1 If this RFP was advertised on the “Buyandsell.gc.ca” tendering service, the name of the successful Bidder will be announced on Buyandsell.gc.ca upon contract award and sign off.
- 13.2 If this RFP was not advertised on “Buyandsell.gc.ca,” Canada will communicate to all Bidders the name and address of the successful Bidder as well as the total dollar value and award date for the contract only after contract sign-off.

GI14 PS ONLINE - TRADING PARTNERS AGREEMENT

- 14.1 If this RFP invite suppliers from the PS Online, the General Conditions, Supplemental General Conditions applicable to this requirement and Clauses of General application set-out in the Trading Partner Agreement shall form part of this RFP.

GI15 APPLICABLE LAWS

- 15.1 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 is acknowledged that the applicable laws specified in this RFP are acceptable to the Bidders.

GI16 CONTINGENCY FEE

- 16.1 The Bidder declares that the Bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly pay, a Contingency Fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*, R.S.C., 1985, c. 44 (4th Supp.). In this section, “Contingency Fee” means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or part of its terms.

GI17 CONFLICT OF INTEREST – UNFAIR ADVANTAGE

- 17.1 In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a bid in the following circumstances:
- (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest; or
 - (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 17.2 The experience acquired by a Bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
- 17.3 Where Canada intends to reject a bid under this section, the RFP Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular

situation should contact the Contracting Authority before the bid Closing Date.

- 17.4 By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or appearance of conflict of interest or unfair advantage exists.

GI18 CONDUCT OF EVALUATION

- 18.1 In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
- (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the bid solicitation;
 - (b) contact any or all references supplied by Bidders to verify and validate any information submitted by them;
 - (c) request, before award of any contract, specific information with respect to Bidders' legal status;
 - (d) conduct a survey of Bidders' facilities and examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
 - (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern;
 - (f) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties; and
 - (g) interview, at the sole costs of Bidders, any Bidder and any or all of the resources proposed by Bidders to fulfill the requirement of the bid solicitation.
- 18.2 Bidders will have the number of days specified in the request by the RFP Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

GI19 BIDDER DEBRIEFINGS

- 19.1 Should you require additional information or a debriefing regarding your bid, please contact the RFP authority identified in A2 to schedule a meeting either by phone or in person. Debriefings provide bidders an opportunity to understand where their bids may need to be improved in response to future solicitations. After the debriefing, and if needed, you will be provided with information on other dispute resolution options available to you such as the Office of the Procurement Ombudsman (OPO) or other appropriate recourses.