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## REISSUE OF BID SOLICITATION

This bid solicitation cancels and supersedes previous bid solicitation number **W6369-17-A039/B** dated February 16, 2018, with a closing of March 12, 2018 at 14:00 Eastern Daylight Time (EDT). Due to a change in the tendering procedure, the previous bid solicitation number **W6369-17-A039/B** was cancelled.



## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include Attachment 1 to Part 3 - Pricing Schedule, Attachment 2 to Part 3 – Electronic Payment of Invoices, Attachment 1 to Part 4 –Evaluation Criteria, and Attachment 1 to Part 5 – Additional Certifications Precedent to Contract Award.

The Annexes include Annex A - Statement of Work, Annex B - Basis of Payment, Annex C - Insurance Requirements, Annex D - DND 626 Task Authorization Form, Annex E - Deliverable Acceptance Form, and Annex F - Non-Disclosure Agreement.

The Appendices to Annex A include the Final Recovery Report Headings, Final Identification Report Headings, Final Report Headings (Genealogy), Final Report Information Requirements (Laboratory), Chain of Custody Process, and Terminology.

### **1.2 Summary**

The Department of National Defence (DND) requires a mortuary service provider on an "as and when requested basis" with the capacity to recover and transfer full or partial human remains of formerly missing Canadian servicemen, deceased prior to 1970, from one country to another, to arrange for purchase and transport of burial accoutrements and to arrange for funerary services worldwide. The Contractor is required to supply and manage the services of Forensic Archeological, Forensic Anthropological, Genealogy specialists, Laboratory services, and Mortuary services.



### **1.3 Period of Contract**

The period of any resulting contract is from date of Contract to One Year Later, with an irrevocable option on the part of Canada to extend the term of the Contract by up to four (4) additional one (1) year periods.

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA), and the Comprehensive Economic and Trade Agreement (CETA).

### **1.5 The Federal Contractors Program (FCP) for Employment Equity**

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, the [Federal Contractors Program for Employment Equity – Certification](#) in Attachment 1 to Part 5, and Part 7 - Resulting Contract Clauses.

### **1.6 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 2017-04-27 Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- i. Section 02, Procurement Business Number is deleted in its entirety;
- ii. Section 05, Submissions of bids, subsection 2, paragraph (d), is deleted in its entirety and replaced with the following:
  - (d) Send its bid only to the Department of National Defence location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;
- iii. Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:
  - i. Delete: 60 days
  - ii. Insert: ninety (90) days;
- iv. Section 06, Late bids, is deleted in its entirety;
- v. Section 07, Delayed bids, is deleted in its entirety and replaced with the following:

07 Delayed bids

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted;
- vi. Section 08, Transmission by facsimile, is deleted in its entirety; and
- vii. Section 20, Further Information is deleted in its entirety.

### 2.2 Submission of Bids

Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.



### 2.2.1 Electronic Submissions

Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Bid documents received after the closing time and date will not be accepted.

### 2.3 Former Public Servant

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 FPSs, 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.

#### 2.3.1 Definitions

For the purposes of this clause:

- (i) "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;
- (ii) "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; and
- (iii) "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.

### 2.3.2 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 FPSs in receipt of a pension, as applicable:

- (i) Name of former public servant; and
- (ii) 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](#).

### 2.3.3 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:

- (i) Name of former public servant;
- (ii) Conditions of the lump sum payment incentive;
- (iii) Date of termination of employment;
- (iv) Amount of lump sum payment;
- (v) Rate of pay on which lump sum payment is based;
- (vi) Period of lump sum payment including start date, end date and number of weeks; and
- (vii) 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.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

## **2.5 Applicable Law**

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

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



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

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid: one (1) soft copy in PDF format submitted by e-mail;  
Section II: Financial Bid: one (1) soft copy in PDF format submitted by e-mail;  
Section III: Certifications: one (1) soft copy in PDF format submitted by e-mail; and  
Section IV: Additional Information: one (1) soft copy in PDF format by e-mail.

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

### **3.2 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 meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada 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 paragraph and page number where the subject topic has already been addressed.

Attachment 1 to Part 4, Evaluation Criteria, contains additional instructions that bidders must consider when preparing their technical bid.

### **3.3 Section II: Financial Bid**

Bidders must submit their financial bid in Canadian funds, and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.

Bidders must submit their rate(s), Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded. All rates included in the pricing schedule detailed in Attachment 1 to Part 3 exclude travel and living expenses.

When preparing their financial bid, Bidders should review the Basis of Payment in Annex B; clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.10, Payment, of Part 7 of the bid solicitation.

#### **3.3.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3, Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 2 to Part 3, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.



Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.3.2 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

## **3.4 Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

## **3.5 Section IV: Additional Information**

In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation;
- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, 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;
- (iii) For Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
- (iv) For Part 2, article 2.5, Applicable Laws, of the bid solicitation: the province or territory if different than specified; and
- (v) Any other information submitted in the bid not already detailed.

### ATTACHMENT 1 to PART 3 - PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The firm price specified below in “Professional Fees” includes all expenses, excluding travel, applicable taxes are extra, that may need to be incurred to satisfy the terms of any contract that may result from its bid, for the Work described in the Statement of Work in Annex A.

Professional Fees				
PERIOD		Quoted Firm All- Inclusive Hourly Rate (in CDN \$)	Estimated Annual Level of Effort (hrs)	Total (in CDN \$)
		A	B	C = A X B
<b>Contract Period - Date of Contract to One Year Later (2018/2019)</b>				
#1	Forensic Archaeologist	\$ -	37.5	\$ -
#2	Forensic Anthropologist	\$ -	37.5	\$ -
#3	Genealogical Researcher	\$ -	37.5	\$ -
#4	Mortuary Services	\$ -	37.5	\$ -
<b>Total Contract Period (#1 to #4)</b>			150	\$ -
<b>Option Period 1 - End of Contract Period to One Year Later (2019-2020)</b>				
#5	Forensic Archaeologist	\$ -	37.5	\$ -
#6	Forensic Anthropologist	\$ -	37.5	\$ -
#7	Genealogical Researcher	\$ -	37.5	\$ -
#8	Mortuary Services	\$ -	37.5	\$ -
<b>Total Option Period 1 (#5 to #8)</b>			150	\$ -
<b>Option Period 2 - End of Option Period 1 to One Year Later (2020-2021)</b>				
#9	Forensic Archaeologist	\$ -	37.5	\$ -
#10	Forensic Anthropologist	\$ -	37.5	\$ -
#11	Genealogical Researcher	\$ -	37.5	\$ -
#12	Mortuary Services	\$ -	37.5	\$ -
<b>Total Option Period 2 (#9 to #12)</b>			150	\$ -
<b>Option Period 3 - End of Option Period 2 to One Year Later (2021-2022)</b>				
#13	Forensic Archaeologist	\$ -	37.5	\$ -
#14	Forensic Anthropologist	\$ -	37.5	\$ -
#15	Genealogical Researcher	\$ -	37.5	\$ -
#16	Mortuary Services	\$ -	37.5	\$ -



<b>Total Option Period 3 (#13 to #16)</b>			150	\$	-
<b>Option Period 4 - End of Option Period 3 to One Year Later (2022-2023)</b>					
#17	Forensic Archaeologist	\$	-	37.5	\$ -
#18	Forensic Anthropologist	\$	-	37.5	\$ -
#19	Genealogical Researcher	\$	-	37.5	\$ -
#20	Mortuary Services	\$	-	37.5	\$ -
<b>Total Option Period 4 (#17 to #20)</b>				150	\$ -
<b>TOTAL Price = Contract Period + Option Period 1 + Option Period 2 + Option Period 3 + Option Period 4</b>					<b>\$ -</b>
<b>GST or HST: Insert GST or HST amount, as applicable</b>					<b>GST: HST:</b>



### **ATTACHMENT 2 to PART 3 - ELECTRONIC PAYMENT OF INVOICES**

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI) and;
- Wire Transfer (International Only).



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

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. An evaluation team composed of representatives of Canada will evaluate the bids.

Knowledge gained during formal education will not be considered experience. All requirements for experience will be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered experience provided they are related to the required services.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Mandatory technical evaluation criteria are included in Attachment 1 to Part 4, Evaluation Criteria.

#### **4.1.2 Financial Evaluation**

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

Any estimated level of services specified in the pricing schedule detailed in Attachment 1 to Part 3 is provided for bid evaluated price determination purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee.

#### **4.1.3 Basis of Selection – Mandatory Technical Criteria**

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – 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.

Should two (2) or more responsive bids achieve an identical lowest evaluated price, the first received bid will be recommended for award of a contract.





**ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA**

**MANDATORY TECHNICAL CRITERIA**

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder and its subcontractors will be considered.

**GENERAL EVALUATION PROCEDURES**

1. The bid must meet the mandatory technical criteria specified below.
2. The Bidder must provide the necessary documentation to support compliance with this requirement.
3. The length of each summary must not exceed two pages.
4. The Bidder must provide as a minimum the following list of information for each summary:
  - a) The name of the partnering organization;
  - b) The location or address of the partnering organization;
  - c) The contact name and telephone number of the partnering organization;
  - d) The start and end dates of the referenced partnerships; and
  - e) A description of the services provided.
5. Bids that fail to meet the mandatory technical criteria will be declared non-responsive.
6. Each mandatory technical criterion must be addressed separately.

No.	Requirement
<p><b>M1</b></p>	<p>The Bidder must be licensed through an appropriate* regulatory body within their jurisdiction for the purpose of providing mortuary services.</p> <p>* In Canada, regulation is provided at the provincial government level. Within Ontario, Canada, the Bereavement Authority of Ontario, <a href="http://thebao.ca/">http://thebao.ca/</a> is an example of an appropriate regulatory body responsible for issuing funeral service licenses. Outside Canada, proof of a mortuary service license issued by a regulatory body within your jurisdiction will be required.</p> <p><b><u>Bid Preparation Instructions:</u></b></p> <p>The Bidder must provide a copy of a valid license.</p>
<p><b>M2</b></p>	<p>The Bidder must provide a minimum of two summaries and a maximum of three summaries in which they partnered with a mortuary service provider to conduct mortuary services outside of Canada during the past five years until bid closing.</p> <p>If more than two summaries are submitted, only the first two summaries in order of presentation will be evaluated. The third summary will only be evaluated if one of the first two summaries presented does not meet M2.</p> <p><b><u>Bid Preparation Instructions:</u></b></p> <p>For each proposed summary in M2, the Bidder must submit the following information:</p>



	<p>1. A detailed description of the services provided by the Bidder and the partnering mortuary services provider, which includes, but is not limited to, the transport, handling and storage of human remains, and the provision of funeral products and services.</p>
<p><b>M3</b></p>	<p>The Bidder must identify laboratories with which they are partnered, to provide the DNA analysis and the stable isotope analysis that form a part of this requirement. The DNA laboratory must be able to perform mitochondrial and Y-chromosome Short Tandem Repeat DNA analysis. The Stable Isotope laboratory must be able to perform analysis on tooth enamel.</p> <p>Each laboratory must comply with established standards by ensuring a professional and accurate product that will withstand scrutiny.</p> <p><b><u>Bid Preparation Instructions:</u></b></p> <p>For each proposed laboratory in M3, the Bidder must include the following information:</p> <ol style="list-style-type: none"> <li>1. The name of the laboratory;</li> <li>2. The location or address of the laboratory;</li> <li>3. A letter from the laboratory indicating partnership or agreement in principle that they will partner;</li> <li>4. The contact name and telephone number of the laboratory. Canada may contact references for verification purposes; and</li> <li>5. A statement from a) the DNA laboratory indicating that they are able to provide analysis on mitochondrial and Y-chromosome Short Tandem Repeat DNA; and b) the Stable Isotope laboratory indicating that they are able to provide analysis on tooth enamel.</li> </ol>
<p><b>M3.1</b></p>	<p>For the proposed DNA laboratory in M3 the Bidder must provide information to demonstrate how the laboratory is able to analyze mitochondrial and Y-chromosome Short Tandem Repeat DNA, as well as how it complies to established analysis standards through its methods, managed family comparison samples and, produced professional laboratory reports, during the past five years until bid closing.</p> <p><b><u>Bid Preparation Instructions:</u></b></p> <p>For the proposed DNA laboratory in M3, the Bidder must include the following information:</p> <ol style="list-style-type: none"> <li>1. A copy of a DNA laboratory report related to mitochondrial <u>OR</u> Y-chromosome Short Tandem Repeat DNA analysis. The report must document methods of genetic extraction, comparison, analysis and provide a percent probability of genetic linkage between the remains and the donor sample. All methods used should be referenced.</li> </ol> <p>Confidential information can be presented in a redacted format.</p>
<p><b>M3.2</b></p>	<p>For the proposed stable isotope laboratory in M3 the Bidder must provide information to demonstrate how the laboratory is able to conduct isotope analysis on tooth enamel and comply with established analysis standard through its methods, managed geographical profile samples and, produced professional laboratory reports, during the past five years until bid closing.</p> <p><b><u>Bid Preparation Instructions:</u></b></p> <p>For the proposed isotope laboratory in M3, the Bidder must include the following information:</p>



	<p>1. A copy of a stable isotope laboratory report. The report must document methods, analysis and results commonly utilized when interpreting geographic locations from isotope data. All methods used should be referenced.</p> <p>Confidential information can be presented in a redacted format.</p>
<b>M4</b>	<p>The Bidder must identify a minimum of one forensic archaeologist, who has, as a minimum: A master's degree in anthropology <u>OR</u> archaeology with a specialization in the archaeological recovery of human remains from a recognized university. Where the degree was completed and obtained outside of Canada, Canada reserves the right to request a Canadian equivalency document to be provided by the Bidder and issued by a recognized academic credentials assessment organization showing the academic level obtained.</p> <p><b><u>Bid Preparation Instructions:</u></b></p> <p>The Bidder must provide a candidate who may be called upon if forensic archaeological work is required. For each proposed candidate, the Bidder must include the following information:</p> <ol style="list-style-type: none"><li>1. The name of the candidate and a brief description of the candidate's education and specialization; and</li><li>2. The candidate's Curriculum Vitae (CV).</li></ol>
<b>M5</b>	<p>The Bidder must identify a minimum of one forensic anthropologist, who has, as a minimum: A master's degree in anthropology <u>OR</u> archaeology with a specialization in the analysis of human skeletal remains from a recognized university. Where the degree was completed and obtained outside of Canada, Canada reserves the right to request a Canadian equivalency document to be provided by the Bidder and issued by a recognized academic credentials assessment organization showing the academic level obtained.</p> <p><b><u>Bid Preparation Instructions:</u></b></p> <p>The Bidder must provide a candidate who may be called upon if forensic anthropological work is required. For each proposed candidate, the Bidder must include the following information:</p> <ol style="list-style-type: none"><li>1. The name of the candidate and a brief description of the candidate's education and specialization; and</li><li>2. The candidate's Curriculum Vitae (CV).</li></ol>
<b>M6</b>	<p>The Bidder must provide a minimum of two summaries and a maximum of three summaries to demonstrate how the genealogical researcher researched and documented genealogical records during the past five years until bid closing.</p> <p>If more than two summaries are submitted, only the first two summaries in order of presentation will be evaluated. The third summary will only be evaluated if one of the first two summaries presented does not meet M6.</p> <p><b><u>Bid Preparation Instructions:</u></b></p> <p>For each proposed summary in M6, the Bidder must clearly demonstrate, using concrete examples, how the genealogical researcher researched and documented the genealogical records.</p>



Each summary must include the follow information:

1. The name of the genealogical researcher;
2. Explanation of methods used to confirm accuracy of data (such as identical name and date of birth found on multiple sources) with concrete examples given. The women's maiden name should be included when possible; and
3. Easy-to-follow genealogical charting detailing each generation between the two individuals of interest.

Confidential information can be presented in a redacted format.



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled “Information to be provided when bidding, contracting, or entering into a real procurement agreement” of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 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 list ["FCP Limited Eligibility List"](#) available from [Federal Contractors Program](#) 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 List"](#) list at the time of contract award.



Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility List](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Attachment 1 to Part 5, Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Status and Availability of Resources**

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

#### **5.2.3.2 Education and Experience**

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

### **5.3 List of Proposed Subcontractors**

SACC Manual clause [A7035T](#) (2007-05-25) List of Proposed Subcontractors



## ATTACHMENT 1 to PART 5, ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

### 1. Federal Contractors Program For Employment Equity - Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand 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 any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <https://www.canada.ca/en/employment-social-development/programs/employment-equity/regulated-industries.html> 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 ESDC-Labour.
  - A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-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 ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.
- 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).



## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENT**

### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.2 Insurance – Proof of Availability Prior to Contract Award**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.





## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### **7.2.1 Task Authorization Process**

The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex D.

The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.

The Contractor must provide the Technical Authority, within 6 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### **7.2.1.1 Task Authorization Limit**

The Technical Authority may authorize individual task authorizations up to a limit of \$50,000.00 Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

##### **7.2.1.2 Minimum Work Guarantee - All the Work - Task Authorizations**

In this clause,

- (i) "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
- (ii) "Minimum Contract Value" means a fixed amount of \$10,000.00.

Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the



Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### **7.2.1.3 Periodic Usage Reports – Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than fifteen (15) calendar days after the end of the reporting period.

#### **Reporting Requirement - Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain

#### **For each authorized task:**

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.



**For all authorized tasks:**

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

**7.2.1.4 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by the Technical Authority Department of National Defence, DHH-6 Heritage Officer. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

**7.3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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.

**7.4 General Conditions**

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract with the following modification.

Definition of Minister is modified as follows:

- (i) Article 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:

"Canada", "Crown", "Her Majesty" or "the Government"  
means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

**7.5 Supplemental General Conditions**

*SACC Manual* 4008 (2008-12-12), Personal Information.

**7.6 Security Requirements**

There is no security requirement applicable to the Contract.



## 7.7 Term of Contract

### 7.7.1 Period of the Contract

The period of the Contract is from date of Contract to One Year Later.

### 7.7.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 7.8 Authorities

### 7.8.1 Contracting Authority

The Contracting Authority for the Contract is:

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

(Contact information to be detailed in the resulting contract)

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.

### 7.8.2 Technical Authority

The Technical Authority for the Contract is:

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

(Contact information to be detailed in the resulting contract)

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.

### 7.8.3 Contractor's Representative

The Contractor Representative for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

(Contact information to be detailed in the resulting contract)

### 7.9 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.

### 7.10 Payment

#### 7.10.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment – Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.



### 7.10.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ (to be inserted at Contract Award). Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

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.

### 7.11 Method of Payment

SACC Manual clause [H1008C](#) (2008-05-12), Monthly Payment

### 7.12 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): (List to be updated at Contract Award).

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI) and;
- e. Wire Transfer (International Only).

### 7.13 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C0705C (2010-01-11), Discretionary Audit  
C2000C (2007-11-30), Taxes – Foreign-based Contractor

### 7.14 Invoicing Instructions

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

Each invoice must be supported by:

- (i) a copy of time sheets to support the time claimed;



- (ii) a copy of the invoices, receipts, vouchers for all direct expenses;
- (iii) a copy of the monthly progress report; and
- (iv) a copy of the quarterly financial status report.

Each invoice must show:

- (i) the name of the resource, and the resource category, and value of the level of effort claimed as detailed in the Contract.
- (i) The Task Authorization number on each invoice;

Invoices must be distributed as follows:

- (i) The original and one (1) copy must be forwarded to the following address for certification and payment:

Department of National Defence  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
c/o: (organization to be detailed in the resulting contract);  
attn: (name to be detailed in the resulting contract)

- (ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.15 Certifications

### 7.15.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 7.15.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract

## 7.16 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in (Province, Country, to be inserted at Contract Award.)



### 7.17 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.

- (i) the Articles of Agreement;
- (ii) the supplemental general conditions 4008 (2008-12-12), Personal Information
- (iii) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
- (iv) Annex A, Statement of Work;
- (v) Annex B, Basis of Payment;
- (vi) Annex C, Insurance Requirements;
- (vii) Annex D, Task Authorization;
- (viii) Annex E, Deliverable Acceptance Form;
- (ix) Annex F, Non-Disclosure Agreement; and
- (x) the Contractor's bid dated (date to be specified in the resulting contract), as clarified on (date to be specified in the resulting contract, if required), and as amended on (date to be specified in the resulting contract, if required).

### 7.18 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

### 7.19 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. 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.

### 7.20 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex F, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

### 7.21 Specific Individuals

The Contractor must provide the services of the following individuals to perform the Work as stated in the Contract:

Forensic Archaeologist (insert name of person)  
Forensic Anthropologist (insert name of person)





Genealogical Researcher (insert name of person)  
Mortuary Services (insert name of person)

## 7.22 SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)  
A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)  
C2604C (2013-04-25), Customs Duties, Excise Taxes and Applicable Taxes - Non-resident  
D5328C (2014-06-26), Inspection and Acceptance



## ANNEX A – STATEMENT OF WORK

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## ANNEX A - STATEMENT OF WORK

### 1. REQUIREMENT TITLE

Mortuary Services

### 2. OBJECTIVE

To recover and identify the remains of Canada's war dead so they may be buried with a name, by their unit, and in the presence of their family.

### 3. SCOPE

The Contractor is responsible for all associated resources, personnel, and equipment requirements related to the following:

- 3.1 Forensic archaeological support in accordance with para 7.1 to recover human skeletal remains and associated artefacts believed to be those of Canadian war dead from field, mass or informal burials as well as aviation wreckages and related areas of dispersion on land or submerged in water;
- 3.2 Forensic anthropological support in accordance with para 7.2 to produce a biological profile against which a list of potential candidates can be included or excluded;
- 3.3 Genealogical research services in accordance with para 7.3 to locate family members able and willing to provide a DNA sample to confirm the identity of Canadian war dead;
- 3.4 Laboratory services in accordance with para 7.4 to conduct genetic testing using genetic samples collected from the remains and compared with family-comparison samples. The Contractor is also responsible for laboratory services to conduct stable isotope profiling and analysis using samples collected from the remains; and,
- 3.5 Mortuary services in accordance with para 7.5 and the legal directives of Canada or any other country as applicable. Mortuary services may include the transport, handling and storage of human remains and, may include the provision of funeral products and services. Mortuary services may also include professional services and advice, verbal or written, on any process associated with the mortuary and specialized services related to this contract to the Department of National Defence (DND), Veterans Affairs Canada, the Commonwealth War Graves Commission (CWGC) or any other organization as determined by the Technical Authority.

### 4. BACKGROUND

- 4.1 The DND requires a mortuary service provider on an "as and when requested basis" with the capacity to remove and transfer full or partial human skeletal remains of formerly missing Canadian servicemen from one country to another, to arrange for purchase and transport of burial accoutrements and to arrange for funerary services worldwide. The Contractor is required to supply and manage the services of forensic archaeological, forensic anthropological, genealogy specialists and laboratory services on an "as and when requested basis".
- 4.2 Of the approximately 112,000 Canadian servicemen who died in the First and Second World Wars and the conflict in Korea, nearly 28,000 have no known grave. Agricultural practices, combined with new road work, business and housing construction on the former battlefields in Europe and Asia, has brought about an increase in the discovery of unidentified human remains; including the remains of Canadian servicemen. Although it is not Canada's practice to seek missing service



personnel from past wars, it is its practice to identify and inter those remains once they are discovered.

- 4.3 The majority of Canadian war dead that are missing with no known grave are mainly in Belgium, France, Germany, the Netherlands, Eastern Europe and East Asia where Canadian service members suffered high casualty rates during 20<sup>th</sup>-century wars. The majority of Canadian and Allied service members that were killed in Canada and have no known grave were a result of service with the British Commonwealth Air Training Plan (BCATP) during the Second World War.
- 4.4 While in the past, Canadian remains were regularly found and housed at the nearest CWGC facility, the remains were rarely identified beyond that of unit-level and were thus interred as an unknown Canadian. The rapid improvement of genetic and other analytical techniques, together with an equally rapid drop in cost for this type of testing has allowed Canada to apply greater precision in identifying the remains of fallen servicemen.
- 4.5 As a member of the CWGC, Canada adheres to its policies. The December 1918 Report of the Imperial War Graves Commission (the former name of the CWGC) outlines that the remains of those who fell in conflicts outside of their home country, would be buried together with their fellow soldiers in a Commonwealth War Grave, near to the place where they fought and fell. On 15 July 1970, an Order in Council outlined that when Canadian service personnel died overseas from 1970 onwards, their remains were to be repatriated to Canada. Remains of Canada's war dead preceding 1970, however, continue to observe the previous policy not to be repatriated.
- 4.6 The responsibility as to the identification, treatment and interment of remains is governed by national and international laws, agreements and protocols, including the:
  - (i) Geneva Conventions Act, Schedule V (Protocol 1), articles 32 to 34;
  - (ii) Report of the Imperial War Graves Commission, December 1918;
  - (iii) Statement by the Imperial War Graves Commission, October 1945;
  - (iv) QR&O Chapter 24, Casualties and Funerals; and
  - (v) Order in Council, P.C. 1970-6/1254.
- 4.7 Investigations by DND's Casualty Identification Program begin once remains have been discovered and are assessed as being Canadian war dead. The identification and interment of servicemen requires a range of unique services at times external to the capacity of the Canadian Armed Forces. These services may include: engaging forensic specialists for the recovery and analysis of human remains, engaging genetic testing facilities and stable isotope analysis facilities that can process degraded samples, engaging professional genealogical services, transferring bone samples internationally, and coordinating in-country funeral directors for the running of interments to fulfill the requirements of the Canadian Armed Forces, the CWGC and regional authorities.
- 4.8 A guide to the terminology used in this unique task is provided in Annex A, Appendix VI.

## 5. APPLICABLE DOCUMENTS

- 5.1 ASTM E1492-11 "Standard Practice for Receiving, Documenting, Storing, and Retrieving Evidence in a Forensic Science Laboratory" available at the following website: <https://www.astm.org/Standards/E1492.htm>
- 5.2 CFAO 24-5, Funerals, Burials and Graves Registration
- 5.3 CFAO 20-19 Service Airlift General Policy (available upon request)



- 5.4 DAOD 5040-3, Unaccounted-for Military Fatalities from Past Operations
- 5.5 As new Standards or Specifications are promulgated they may become part of this requirement, as approved under a Contract amendment, Task or other notification, such as by letter, e-mail, or minutes of meeting.

## 6. CONSTRAINTS

- 6.1 It has become a general practice to bury Canadian war dead in a Canadian built maple casket with the following dimension: length = 70<sup>7/16"</sup>, width = 21<sup>13/16"</sup>, height = 12<sup>15/16"</sup>. For European burials, caskets will need to be shipped from Canada to Europe for the burial at an overseas CWGC cemetery. For reasons of economy DND will defer to the use of Service Air in accordance with CFAO 20-19 for the transport of the casket(s) and burial accoutrements before contracting commercial air. For domestic burials, caskets will need to be shipped to the assigned CWGC cemetery.
- 6.2 The Contractor must obtain from its employee(s) or subcontractor(s) the non-disclosure agreement at Annex F before they are given access to information by or on behalf of Canada in connection with the work.

## 7. TASKS AND DELIVERABLES

The Contractor must perform the following tasks on an as and when requested basis:

### 7.1 Forensic Archaeologist

- 7.1.1 Travel to domestic and international locations to conduct, or assist jurisdictionally appointed archaeologists, with the recovery operations from field, mass or informal burials as well as aviation wreckages and related areas of dispersion on land or submerged in water or from locations specified by the Technical Authority;
- 7.1.2 Recover full and partial human skeletal remains and associated artefacts. This may involve the full or partial exhumation of the remains or removal from a temporary storage location. The contractor is free to use any archaeological method they deem appropriate based on the circumstances of the recovery. A minimum amount of raw data is required by the Technical Authority. Recording sheets and chain of custody forms will be provided to the contractor prior to any recovery operation. The contractor is free to add to the provided recording sheets as they see fit;
- 7.1.3 Document the recovery using standard archaeological surveying and mapping methods as well as photograph the ante-, peri- and post-exhumation phases of the recovery. Photography must be standardized and follow archaeological standards:
  - 7.1.3.1 The photography log must contain the DHH case number and;
  - 7.1.3.2 Each photograph or series of photographs focused on the same feature must be named with a descriptor in the log.
- 7.1.4 Prepare the Final Recovery Report of the recovery operation documenting the application of forensic archaeology towards the recovery of skeletal remains. The recording sheets provided by DHH must be used during the recovery process in accordance with para 7.1 (b) and (c) and included in the Final Recovery Report as an appendix. The report will include an original signature and date and be distributed to the Technical Authority in one printed copy and one electronic copy burned onto a DVD/CD-R/USB (in a format that is easily accessible). Associated photographs and any additional documenting/report tools are to be included with the electronic copy. The electronic copy



can also be sent via email if the file size is less than 10mb and can be received by the Technical Authority;

- 7.1.5 Reports must be submitted in a timeframe as directed in the Deliverable Table 1 in accordance with para 7.6 and in the DND 626 Task Authorization in Annex D;
- 7.1.6 During a domestic recovery, ensure that the remains are transferred from the site to the provincial coroner's office for forensic anthropological analysis in accordance with corresponding provincial or territorial law;
- 7.1.7 During an international recovery, ensure that the remains are transferred from the site to the nearest CWGC Remains Unit. Arrange for and provide safe and legal transport to DND's Mortuary Service provider in Canada of skeletal samples for genetic testing and dentition for comparison against dental charts;
- 7.1.8 Document and maintain the Chain of Custody Tracking Sheet (to be provided upon tasking), using the process outlined in Annex A, Appendix V and;
- 7.1.9 Other related tasks identified DND 626 Task Authorization at Annex D.

## **7.2 Forensic Anthropologist**

- 7.2.1 Travel to international (CWGC) mortuaries to conduct or assist jurisdictionally appointed forensic anthropologists, with the forensic anthropological analysis of human skeletal remains;
- 7.2.2 Provide forensic anthropological analysis of full or partial human skeletal remains in accordance with accepted international professional standards using peer-reviewed methods published in recognized international academic journals. The contractor is free to use any anthropological method they deem appropriate based on the circumstances of the analysis. A minimum amount of raw data is required by the Technical Authority and recording sheets will be provided to the contractor prior to any travel. The contractor is free to add to the provided recording sheets as they see fit;
- 7.2.3 Obtain samples from the remains for genetic testing and dentition (if available) for stable isotope profiling and comparison against dental charts;
- 7.2.4 Arrange for and provide safe and legal transport of skeletal and dental test samples from the storage location (Coroner's office or Mortuary Service provider) to and from the testing facility;
- 7.2.5 Document and maintain the Chain of Custody Tracking Sheet (to be provided upon tasking), using the process outlined in Annex A, Appendix V;
- 7.2.6 Photograph and document the findings in accordance with accepted international professional standards. Photography must be standardized:
  - 7.2.6.1 The CWGC unique identifier will be included in all photographs (skeletal and artefact), except in instances of a close-up of a previous photograph;
  - 7.2.6.2 Each photograph or series of photographs of the same bone, features, etc. is named with a descriptor (e.g. left humerus, overview whole skeleton, boot);
  - 7.2.6.3 The photography folder must contain the DND case number; and



- 7.2.6.4 Any item to be used for DNA testing or stable isotope profiling is photographed and collated with the Chain of Custody Tracking Sheet (to be provided upon tasking).
- 7.2.7 Prepare the Final Identification Report of the analysis operation documenting the application of forensic anthropology and the creation of a biological profile for each individual. The recording sheets provided by DHH must be used during analysis in accordance with para 7.2 (f) and (g) and included in the Final Identification Report as an appendix. The report will include an original signature and date and be distributed to the Technical Authority in one printed copy and one electronic copy burned onto a DVD/CD-R/USB (in a format that is easily accessible). Associated photographs are to be included with the electronic copy. The electronic copy can also be sent via email if the file size is less than 10mb and can be received by the Technical Authority.
- 7.2.8 During a domestic recovery, the remains are transferred to the provincial coroner's office for analysis in accordance with corresponding provincial or territorial law. A coroner's report is then required instead of the DHH Final Identification Report;
- 7.2.9 Reports must be submitted in a timeframe as directed in the Deliverable Table 1 in accordance with para 7.6 and in DND 626 Task Authorization in Annex D and;
- 7.2.10 Other related tasks identified in DND 626 Task Authorization in Annex D.

### **7.3 Genealogical Researcher**

- 7.3.1 Trace the maternal and paternal lineages using a DND provided list of candidates to provide a list of potential DNA donors to be used in genetic testing. This testing can be mitochondrial DNA (maternal) and/or Y-STR DNA (paternal) for the positive identification of the remains;
- 7.3.2 Trace an identified serviceman's nearest two next-of-kin in order to provide family representatives for the military burial;
- 7.3.3 Prepare a Genealogical Research Report documenting the application of genealogical research towards the discovery of the living relatives for missing Canadian casualties. This includes differentiating between maternal-derived and paternal-derived viable DNA donors. Genealogical reports will include an original signature and date and must include source documentation and distributed to the Technical Authority in one printed copy and one electronic copy burned onto a DVD/CD-R/USB (in a format that is easily accessible). The electronic copy can also be sent via email if the file size is less than 10MB and can be received by the Technical Authority;
  - 7.3.3.1 Genealogical reports must be submitted in a timeframe as directed in the Deliverable Table 1 in accordance with 7.6 and in DND 626 Task Authorization in Annex D.
- 7.3.4 Other related tasks identified in DND 626 Task Authorization in Annex D.

### **7.4 Laboratory Services**

- 7.4.1 Genetic testing:
  - 7.4.1.1 Obtain family comparison samples by collecting familial genetic (DNA) donations;
  - 7.4.1.2 Prepare a DNA Report documenting the application of genetic extraction, analysis and comparison of genetic profiles from human remains with genetic profiles from remaining family members of missing Canadian casualties;



- 7.4.1.2.1 Laboratory reports will include an original signature and date and must include source documentation and be distributed to the Technical Authority in one printed copy and one electronic copy burned onto a DVD/CD-R/USB (in an accessible format). The electronic copy can also be sent via email if the file size is less than 10MB and can be received by the Technical Authority;
- 7.4.1.2.2 Laboratory reports must include conclusions on the probability of inclusion or exclusion between family donor samples and skeletal samples.???
- 7.4.1.3 Destroy buccal swab familial samples following the completion of testing while the profile obtained from the sample will remain on file for future comparisons.
- 7.4.2 Stable isotope analysis and profiling:
  - 7.4.2.1 Provide geochemical analysis from tooth enamel using stable isotope profiling techniques;
  - 7.4.2.2 Provide a geographical profile for a single dental and/or skeletal sample or compare dental and/or skeletal isotopic samples against the geographical profile of candidates' places of habitation and migration and;
  - 7.4.2.3 Prepare a Stable Isotope Report documenting the application of stable isotope analysis and profiling as well as the comparison (if applicable) towards the matching of profiles from human remains with the geographical profile of the missing Canadian casualties who are identified as potential candidates;
  - 7.4.2.4 Reports will include an original signature and date and must include source documentation and be distributed to the Technical Authority in one printed copy and one electronic copy burned onto a DVD/CD-R/USB (in an accessible format). The electronic copy can also be sent via email if the file size is less than 10MB and can be received by the Technical Authority; and (this should be deleted)
- 7.4.3 Genetic testing and stable isotope laboratory reports must be submitted in a timeframe as directed in the Deliverable Table (7.6) and in DND 626 Task Authorization in Annex D;
- 7.4.4 Provide additional interpretation of laboratory test results as required;
- 7.4.5 Document and maintain the Chain of Custody Tracking Sheets (to be provided upon tasking), using the process outlined in Annex A, Appendix V and;
- 7.4.6 Defer to the Crown confirmation of laboratory test results with the families of Canadian war dead.

## 7.5 Mortuary Services

The Contractor may be required to perform the following tasks on an as and when requested basis:

- 7.5.1 Provide and deliver casket(s) or other burial container(s) that are within the guidelines set by foreign burial laws and any specifications set out by the CWGC (in a written confirmation of grave size/requirements) as confirmed by the Technical Authority;
- 7.5.2 Provide and deliver burial accoutrements (e.g. pillow, fastening ribbon and church truck) in accordance with specified standards to locations within Canada and abroad;
- 7.5.3 Remove and transport human remains from the discovery site or temporary storage location;
- 7.5.4 Store human remains and test samples until interment. Return skeletal and dental samples of the remains to the body;





- 7.5.5 Coordinate and provide in-country (both domestic and international) professional services (e.g. funeral directors for interments);
- 7.5.6 Identify and liaise with all governing bodies for the purpose of fulfilling legal requirements associated with the handling and interment of human remains and to obtain all necessary permits;
- 7.5.7 Provide Chain of Custody Tracking Sheet of the human remains and artefacts (if applicable) prior to casket sealing. The written Chain of Custody Tracking Sheet and the photographic evidence of casketed remains and artefacts (if applicable) are to be distributed electronically to the Technical Authority in PDF format;
- 7.5.8 Seal the casket, hermetically or otherwise, as applicable;
- 7.5.9 Facilitate the transfer of casketed human remains to/from locations such as the mortuary, funeral and/or interment location at the times and dates specified by the Technical Authority;
- 7.5.10 Provide a hearse and driver for the funeral and interment rehearsal;
- 7.5.11 Provide a hearse and driver as well as any additional personnel and equipment needed to deliver the casket and all required permits on the day of the funeral and/or interment to complete the ceremony, and;
- 7.5.12 Other related mortuary services as determined by the Technical Authority through consultation with the Contractor.

**7.6 Deliverable Table**

- 7.6.1 All reports must be submitted to the Technical Authority in a timeframe as directed in the Deliverable Table (Table 1) and in DND 626 Task Authorization in Annex D. The due dates come into effect upon issuance of the duly signed DND 626 Task Authorization.
- 7.6.2 If the Final Reports cannot be submitted by the due date, the Technical Authority must be informed with a justifiable reason. A new deadline will be provided only if necessary.
- 7.6.3 The Technical Authority will endeavour to review and approve each deliverable within approximately 2 weeks of receiving the respective deliverable(s).
- 7.6.4 All deliverables must be subject to inspection by the Technical Authority or its designated representative as per Annex E Deliverable Acceptance Form. Should any deliverable not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Technical Authority, as submitted, the Technical Authority must have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.
- 7.6.5 Any communication with a Contractor regarding the acceptability of the Work performed pursuant to this Contract must be undertaken by official correspondence through the Contracting Authority.

**Table 1** - Deliverable table

	<b>SOW PARA</b>	<b>DUE DATES</b>	<b>QTY</b>	<b>TA Approval (Y/N)</b>	<b>NOTES</b>
<b>Forensic Archaeologist</b>	7.1				
(1st line deleted) Final Recovery Report	7.1.4	2 months	1	Y	Annex A, Appendix I (Headings)
Chain of Custody Tracking Sheet	7.1.8	as required	1	Y	To be provided upon tasking



<b>Forensic Anthropologist</b>	7.2				
(1st line deleted) Final Identification Report	7.2.8.1	2 months	1	Y	Annex A, Appendix II
Provincial / Territorial Coroner's Report	7.2.9	see note	1	N	Regular updates will be provided by the contractor until report has been received.
Chain of Custody Tracking Sheet	7.2.5	as required	1	Y	To be provided upon tasking
<b>Genealogical Researcher</b>	7.3				
Genealogical Research Report	7.3.4	2 months	1	Y	Annex A, Appendix III (Headings)
<b>Laboratory Services</b>	7.4				
DNA Report (Laboratory)	7.4.1.2	2 months	1	Y	Annex A, Appendix IV (Information Requirements)
Stable Isotope Report	7.4.2.3	2 months	1	Y	Annex A, Appendix IV (Information Requirements)
Chain of Custody Tracking Sheet	7.4.5	as required	1	Y	To be provided upon tasking
<b>Mortuary Services</b>	7.5				
Chain of Custody Tracking Sheet	7.5.7	as required	1	Y	To be provided upon tasking
<b>Reporting Requirements</b>	8				
Financial Status Report	8.1	Quarterly	1	Y	By fiscal year
Monthly Progress Report	8.2	Monthly	1	Y	

## 8. REPORTING REQUIREMENTS

8.1 The Contractor must provide a quarterly financial status report that contains three major activities of recovery, identification and burial, and distributed to the Technical Authority in one printed copy and one electronic copy burned onto a DVD/CD-R/USB (in an accessible format). The electronic copy can also be sent via email if the file size is less than 10MB and can be received by the Technical Authority. Each quarterly status report must contain, at a minimum, the following information:

- (i) Task number;
- (ii) Start date;
- (iii) End date;
- (iv) Amount spent on services;
- (v) Amount on travel and living;
- (vi) GST/HST;
- (vii) Total spent;
- (viii) Task value;
- (ix) Funds remaining in the task;
- (x) % complete and;
- (xi) Task status (active/closed).

8.2 A monthly progress report must be completed by the Contractor for each resource and submitted to the Technical Authority at the beginning of the following month, with a copy to accompany the monthly invoice. At a minimum, each progress report must document the following information:

- a) All significant activities performed in the period covered that may impact the performance of the Work;



- b) Status of any outstanding activities that may extend beyond normal timelines;
- c) Description of any problems encountered which will require attention or escalation and;
- d) Any recommendations to update procedures.

8.3 All reports must be provided in one printed copy and one electronic copy burned onto a DVD/CD-R/USB (in an accessible format). The electronic copy can also be sent via email if the file size is less than 10MB and can be received by the Technical Authority.

## **9. MEETING ARRANGEMENTS**

9.1 Progress meetings, chaired by the Technical Authority, will take place at the Contractor's facility or DND facility as and when required, generally before the issuance of a DND 626 Task Authorization. Meetings may be conducted by teleconference and interim meetings may also be scheduled. The Forensic Archeologist, or Forensic Anthropologist, or primary resource for Laboratory Services, Genealogy or Mortuary Services may be required to attend these meetings (as applicable).

9.1.1 Project Kick-Off Meeting: Within one month of Contract Award, the Contractor must conduct a project Kick-Off Meeting, at the Contractor's facility or DND facility.

## **10. LANGUAGE REQUIREMENTS**

10.1 The Contractor must provide all services and deliverables in English.

## **11. LOCATION OF WORK**

11.1 The work site will be determined on a task-by-task basis and identified in DND 626 Task Authorization at Annex D.

- (a) Recovery – domestic and/or international, on DND and non-DND sites;
- (b) Identification – domestic and/or international;
- (c) Interment – domestic and/or international and;
- (d) Consultation – domestic and/or international.

11.2 The Contractor must be on-site at the place of recovery, analysis, storage, transfer, testing and interment as directed by the Technical Authority.

## **12. TRAVEL**

12.1 Travel is required to locations where Canadian servicemen suffered high casualty rates in war prior to 1970. This includes, but is not limited to France, Belgium, Netherlands, Germany, Eastern Europe and East Asia.

12.2 The majority of servicemen that were killed in Canada and remain missing were a result of service with the British Commonwealth Air Training Plan (BCATP) during the Second World War. Travel in Canada may be required for the recovery of remains located in remote locations and for the delivery of funeral products and services at cemeteries.

## **13. SUPPORT PROVIDED BY CANADA**



- 13.1 DHH Recovery and Identification Standard Recording Sheets;
- 13.2 DHH Chain of Custody Tracking sheets for human remains and/or artefacts;
- 13.3 Medical and dental (when available) records of the servicemen who are potential candidates;
- 13.4 Historical background on battlefield, individuals involved and the manner of death, if known;
- 13.5 A Canadian flag and a casket band to cover the casket; and
- 13.6 A grave plot and a headstone provided by the CWGC (on behalf of Canada as a member nation).



## APPENDIX I TO ANNEX A – FINAL RECOVERY REPORT HEADINGS

Below is an example of expected report headings (if applicable to the circumstances of the recovery). The contractor may use any standard archaeological methods they deem appropriate based of the circumstances of the recovery. The contractor is free to organize their report as they deem appropriate; however, the recording sheets provided by DHH upon tasking must be attached as an appendix to ensure a minimal amount of raw data is submitted to the Technical Authority.

1. Introduction;
2. Summary of any previous survey conducted at the site (and that have been provided to the forensic archaeologist) including a copy of the police report and/or the CWGC Discovery of Remains report;
3. Summary of participants (including position and affiliation) and scene information (e.g., access, topography, architecture, general weather, plant or ground coverage, taphonomical disturbances, etc.);
4. Materials;
5. Procedures / Methods;
6. Summary of Activities (e.g., excavation, search and surface deposit recovery);
7. Summary of Findings;
8. Field drawings and maps;
9. Conclusions and Recommendations (including original signature and date at the end);
10. References cited;
11. Appendices:
  - A. Scaled maps indicating location of site relative to region and remains relative to site and associated artefacts;
  - B. Documentation of the excavation via film or digital images. Photos will include a scale and will be labeled accordingly;
  - C. Completed recording sheets (to be provided by DHH upon tasking).
  - D. Chain of custody Tracking Sheet (to be provided by DHH upon tasking if applicable).



## APPENDIX II TO ANNEX A – FINAL IDENTIFICATION REPORT HEADINGS

Below is an example of expected report headings (if applicable to the circumstances of the analysis). The contractor may use any standard anthropological methods they deem appropriate based of the circumstances of the analysis. The contractor is free to organize their report as they deem appropriate; however, the recording sheets provided by DHH upon tasking must be attached as an appendix to ensure a minimal amount of raw data is submitted to the Technical Authority.

1. Introduction;
2. Summary of any previous analyses conducted on the remains (and that have been provided to the forensic anthropologist) (anthropological, pathological and/or dental);
3. Skeletal inventory, number of individuals;
4. Materials;
5. Procedures / Methods;
6. Sex Determination;
7. Age-at-death Determination;
8. Biological affinity/ancestry;
9. Stature;
10. Evidence of ante-, peri- and post-mortem trauma;
11. Pathology;
12. Conclusions with original signature and date;
13. References cited and;
14. Appendices:
  - A. Completed recording sheets (to be provided by DHH upon tasking);
  - B. Documentation of the remains via film or digital images – this will include detailed colour photos of the remains in anatomical position as well as photos highlighting noted features from the report. Photos will include a scale and will be labeled consequentially using the remains' identification number;



- C. If samples for genetic testing are put aside, and/or extracted directly, these samples will be documented separately by photograph and written description to be included in the report and;
- D. Chain of custody Tracking Sheet (to be provided by DHH upon tasking).



### **APPENDIX III TO ANNEX A – FINAL REPORT HEADINGS (GENEALOGY)**

Below is an example of expected report headings (if applicable). The contractor is free to organize their report as they deem appropriate.

1. Introduction, including statement of either:
  - A. Name, relationship and contact details of next-of-kin;
  - B. Reasons for failed genealogical tracing or;
  - C. Request for extension of research time.
2. Genealogical chart demonstrating blood-linked descendants/siblings of the soldier through either the maternal or paternal line (as specified by the technical authority);
3. Type of test: maternal (mtDNA) or paternal (Y-STR);
4. Name and full contact details of descendants and indication whether the individuals have been contacted and if so, whether they are willing to participate in testing;
5. Name and full contact details of eldest descendant/sibling/spouse;
6. Full copies/originals of supporting documentation if obtainable will be included in the report as an annex;
7. Conclusions; and
8. References cited.





## **APPENDIX IV TO ANNEX A – FINAL REPORT INFORMATION REQUIREMENTS (LABORATORY)**

Below is an example of expected report headings (if applicable to the circumstances of the analysis). The contractor may use any standard methods they deem appropriate based of the circumstances of the analysis. The contractor is free to organize their report as they deem appropriate.

1. Lab case number;
2. Type of test;
3. Summary of any previous analyses conducted on the remains (and that have been provided to the laboratory);
4. Materials;
5. Procedure / method (remains and samples used for testing);
6. Results;
7. Conclusions and recommendations (further testing if required);
8. References cited; and
9. Chain of Custody Tracking Sheet (to be provided by DHH upon tasking).



## **APPENDIX V TO ANNEX A – CHAIN OF CUSTODY PROCESS**

### Chain of Custody Handling Procedures Human Remains, Genetic Samples and Artefacts

#### **1. Summary**

- 1.1 This document outlines the procedures to be taken to maintain and protect full and partial sets of human remains believed to be those of Canadian war dead, any samples removed from the body for the purpose of genetic testing, and any associated artefacts used to assist with the identification of the remains.

#### **2. Reference documents**

- 2.1 ASTM #1492-05 Standard Practice for Receiving, Documenting, Storing and Retrieving Evidence in a Forensic Science Laboratory;
- 2.2 The War Graves Act;
- 2.3 The Privacy Act;
- 2.4 The Human Tissue Act; and
- 2.5 The DNA Identification Act.

#### **3. Use**

- 3.1 To ensure that the location of the remains, artefacts and samples is known at all times;
- 3.2 To ensure that all remains and artefacts exhumed from the ground, particularly for large assemblages, are documented for future analyses;
- 3.3 To ensure that samples extracted from particular sets of remains are traceable to the correct set of remains for exact identification;
- 3.4 To ensure that all samples used in genetic testing, whether it be a full sample (such as a tooth), or partially used sample (such as an extraction in a solution or powder), must be returned to be interred with the remains upon positive identification, transfer of the case or cessation of the case;
- 3.5 To be able to easily trace a set of remains, artefact or sample should any of these become lost;
- 3.6 To ease the process of international transfer; and
- 3.7 To have a record of responsibility should the remains, artefacts or samples become damaged or contaminated.

#### **4. Process**

##### 4.1 Notification

- 4.1.1 Upon notification of the discovery of remains that may potentially be those of a formerly missing Canadian serviceman, the Casualty Identification Coordinator at the Directorate of History and Heritage (DHH) must assign the case a unique case number;
- 4.1.2 Chain of custody forms must be assigned to each case marked with the DHH case number and must be maintained and stored. These forms must be kept as part of the file and will be referred to as the “master copy”;



4.1.3 Any file numbers assigned to the remains by other associated organizations (e.g. CWGC case identifiers) must be recorded and included with the case file and chain of custody forms; and

4.1.4 An inventory of the remains, artefacts and any genetic sample will be included with the chain of custody documents. This can be through a written description or photographic documentation.

#### 4.2 Exhumation

4.2.1 If the remains are to be exhumed by a person other than the local police, the site must be documented before full exhumation to ensure that all artefacts and remains that are visible *in situ* are accounted for following the exhumation;

4.2.2 The excavator must maintain a written and photographic documentation of all remains and associated artefacts. Copies of this record must be kept with the remains and artefacts while another should be included with the final report;

4.2.3 The remains and artefacts must be passed to the local police, DHH, the mortuary assistant, or a representative of the local grave registration authority, such as the Commonwealth War Graves Commission (CWGC). The local police have overall authority over the excavation and remains; and

4.2.4 The names of the excavator and any assistants and witnesses must be recorded and forwarded to DHH following exhumation, as will the date and time that the remains were passed to the custody of the police, DHH, mortuary assistant or graves registration.

#### 4.3 Examination

4.3.1 The name of the transferring authority, or if examining the remains at a graves registration location (CWGC), the exhumation officer, must be recorded in the final anthropological report;

4.3.2 The name of the individual examining the remains, including those assisting or witnessing, must be included in the final report;

4.3.3 The remains must be documented in chart and photographic form prior to analysis. Minimally one of the photos must document the remains (as much as possible depending on the condition of the remains) in anatomical position. This must be included in the final report; and

4.3.4 Any samples removed from bones or teeth, or full or partial dentition and bones that are being removed from the rest of the remains for further laboratory testing must be documented in both written and photographic form. This documentation, including the name of the individual who removed the sample and date/time of removal, must be forwarded to the DHH. A second copy must be included with the remains for transfer, together with a letter from the CWGC or other regulatory graves registration body permitting the temporary removal (and if returning to Canada for testing), temporary repatriation of the sample.

#### 4.4 Laboratory testing

4.4.1 Transfer of Sample from Remains to Laboratory: If genetic or other testing is required for identification, a sample suitable for sample extraction (e.g. a molar tooth) must be isolated and packaged properly for transport. The individual packaging the sample will ensure that the packaging is in good condition prior to its release to the next custodian. The sample can either be transferred directly by DHH from the mortuary to the laboratory, by DHH from the mortuary and then by courier to the laboratory, or by the mortuary service provider. Whoever is responsible for the transfer (DHH or mortuary service provider), must submit a listing of each custodian of the remains, the objects transferred, their condition, and the date and time; to be included with the chain of custody documents. The laboratory will notify the DHH or mortuary service provider upon the receipt of the test sample, and note if the packaging was sufficient to protect the sample;



- 4.4.2 Treatment and Storage of Sample: Upon receipt of the sample in the laboratory, or temporary storage area (with the mortuary service provider or at DND), the nature and duration of storage will be reported on the master copy to the DHH. Any damages or discrepancies of the sample during this time should be noted and if serious (e.g. crushed carrying container), should be brought to the attention of the DHH. Testing laboratories can follow the industry-wide protocol to maintain the chain of custody and integrity of samples. This fact must be noted on the master copy. At the conclusion of testing, the laboratory should keep a record of the number and nature of sub-samples and solutions and their locations and any identifiers. While this does not need to be submitted to the DHH, it should be kept on record for a minimum of one year following testing in case they need to be consulted for future cases. The samples must be stored in an orderly and secure manner where there is no possibility of contamination;
- 4.4.3 Transfer of Family Comparison samples: Comparison profiles for genetic testing must be derived from maternally (mtDNA) or paternally (Y-STR) related next-of-kin. The names and addresses of these familial donors are provided by the DHH and are derived from a list of candidates for the missing serviceman. Collection of familial donor samples is coordinated by the testing laboratory and standard protocols will be followed for sample collection. Donors have the right to refuse to participate in testing;
- 4.4.4 Treatment and Storage of Familial Donor Samples: The testing laboratory must document the number and types of testing conducted on each of the donor samples and their subsequent results. These results should be retained by the laboratory in secure storage area for at least one year following the cessation of testing. Upon completion of testing, the original donor sample and its remnants must be destroyed in accordance with laboratory protocol. This must be noted to the DHH for record on the master copy. Of note, whereas the types of testing conducted on the family donor samples are not private information, the profiles are protected, and any documents containing these profiles (where they can be identified as belonging to a particular individual), must be stored in accordance with the Privacy Act and the Human Tissue Act. Although the sample collection and analysis are not applied towards litigation, protocol relating to uses, storage and destruction of samples and profiles from the DNA Identification Act can be applied;
- 4.4.5 Transfer of Sample from Laboratory to Remains: Upon the completion of testing, a record of all main and sub-samples should be included with the transferred samples, and should also be forwarded to the DHH with the test results. The sample and sub-samples derived from the remains must be appropriately packaged by the laboratory and either sent by courier to the DHH or the mortuary service provider for eventual return to the body. All transactions must be noted on the master copy. All samples, and sub-samples must be included (in their containers) with the remains, and documented has having been returned. Any documentation required for international transfer must be handled by the DHH, a staff-member of the in-country Defence liaison staff or the mortuary service provider. Documents for international transfer must accompany the remains at all times, with a copy (electronic or paper) held at DHH;
- 4.4.6 Transfer of Sample from Laboratory to Laboratory: In the event that the effort to use DNA or other scientific procedures to identify the remains fails; and/or it is clear that the remains are not those of a Canadian, the sample can be transferred, with the permission of the CWGC, to another laboratory, if another country so chooses. The cost of this transfer must be split between Canada and the requesting country, but it must not exceed the cost of returning the remains to the rest of the body; and
- 4.4.7 Destruction of Family Comparison Samples: Upon confirmation that the family comparison samples will no longer be of use, they will be destroyed by the testing facility. The DHH will notify the testing facility that the samples will no longer be of use, and the laboratory will in turn notify the DHH of the date and time that the samples were destroyed. The same procedure will apply to the profiles derived from the samples. These will only be destroyed upon the notification of the DHH. Otherwise, they will be retained in a secure location by the laboratory for one year following successful or terminated identification. The family donors must be notified by the DHH when the samples and profiles have been destroyed.



#### 4.5 Artefacts

- 4.5.1 Removal of Artefacts for Further Study: Since artefacts found with the remains are an important part of the identification process they must be protected. Artefacts can be divided into three categories; personal items, government-issue items and at-risk items;
- 4.5.2 Personal items are those items that indicate some level of ownership by the individual involved and are not of standard issue. These items should be kept with the remains until identification, after which, they can be dispersed to the family, buried with the remains, or donated to the serviceman's unit or a Canadian museum. If these items are being transported from the country of the find to Canada, they will be packaged, stored and transported in a secure fashion and accompanied by documentation. Documentation will include a letter from the CWGC noting the ownership of the item;
- 4.5.3 Government issue items, such as trench shovels, water bottles, helmets and boots, are the property of National Defence. These items may be donated to the serviceman's unit or other museum or buried with the remains in accordance with CWGC protocol. If there is any evidence of existing biological material on clothing items (e.g. boots), they will be buried with the remains. If these items are being transported from the country of the find to Canada, they will be packaged, stored and transported in a secure fashion and accompanied by documentation. Documentation must include a letter from the CWGC (or similar authority) noting the ownership of the item as belonging to Canada;
- 4.5.4 At risk items such as ammunition and unexploded ordnance that are recovered upon the discovery of the remains are disposed of by local authorities. Should any such device be found later on during the recovery or anthropological process, these devices will be disposed of in accordance with CWGC instructions or other in-country authorities; and
- 4.5.5 All transactions of artefacts, whether being returned to Canada for study or preservation will be noted on the artefact chain of custody. The condition of the artefact and of the packaging at each transfer will be documented.

#### 4.6 Remains

- 4.6.1 Following police investigation, remains will be handed over to the in-country graves registration body, usually the CWGC. The CWGC are responsible for the secure storage of the remains until change of custody for purposes of investigation or burial;
- 4.6.2 The date, time and means of transfer of the remains from the mortuary or other place of storage to the funeral home, and/or church and/or place of interment should be noted on the chain of custody;
- 4.6.3 The remains must be transferred in a covered, undamaged container and if prior to the funeral and interment, must be transferred in a closed burial container (casket, ceremonial box, urn). Some countries require permits for the remains transfer. The mortuary service provider is responsible for obtaining these permits;
- 4.6.4 The location of the remains must be known from the departure from the place of storage until the place of interment; and
- 4.6.5 The custodian of the remains will protect the dignity and integrity of the remains. Protection of integrity includes prevention of photography / film of the remains for anything other than documentation by the anthropologist, archaeologist, mortuary service provider, the DHH or a member of the CWGC.



## APPENDIX VI TO ANNEX A – TERMINOLOGY

**Ancestry determination:** The analysis of skeletal features of the cranial and post cranial skeleton which can assist with the assignation of general ancestry.

**Ante-mortem:** Occurs prior to death.

**Candidate servicemen:** One or more individuals who may qualify as the possible identity of a set of remains during an investigation.

**Chain of custody:** The documented history of an item (e.g. human remains, genetic samples or associated artefacts) from discovery to re-interment.

**Church truck:** A foldable stand which is used to hold, raise, lower and transport the casket during ceremonies, particularly for the church funeral service.

**Commonwealth War Graves Commission:** The international body that maintains the graves and memorials of servicemen and some civilians of Commonwealth countries who died in the First and Second World Wars and Korea.

**Forensic Anthropologist:** A scientist who applies the techniques of human osteology (the study of the human skeleton) in a legal setting. In this case, towards the identification of human remains that may be decomposed, skeletonized, fragmented, mixed, burnt or otherwise indiscernible as an individual.

**Forensic Archaeologist:** A scientist who applies the techniques of archaeology (deletion here) in a legal setting. In this case, towards the expert location, documentation and recovery of human remains at an informal burial or crash site.

**Human remains:** Any full or partial remnant of human tissue, in particular, human skeletal tissue.

**Interment:** A burial.

**Mitochondrial DNA (maternally-inherited DNA):** Mitochondrial DNA (mtDNA) is passed mostly unchanged from mother to son/daughter, but not father to son/daughter. MtDNA is more likely to survive in degraded and skeletal samples. The sample extracted from the remains is compared to that of a living maternal descendant of the candidate serviceman, such as his mother's sister's children (or mother's sister's daughter's children), his sister's children or his sister and/or brother.

**Peri-mortem:** Occurring around the time of death (just before, during or after death).

**Post-mortem:** Occurring after death.

**Remains differentiation:** The process by which skeletal remains of more than one individual, or a mixed human/animal collection of remains, are isolated according to an individual or species.

**Stable isotope profiling:** Through subsistence, diet and residential mobility, stable (does not decay over time) isotope levels will be reflected accordingly in the chemistry of bony tissue. Samples from human remains can be compared to chemical element levels found in different geographical areas to create a scientific geographical profile for that individual. The isotopes of interest are: carbon, hydrogen, nitrogen, oxygen, sulfur and strontium.

**Stature:** The estimated stature of an individual during life calculated from skeletal long bone length.



**Taphonomic factors:** They contribute to the rate at which a human body decomposes and can leave markers on the body and skeleton; hence, indicating how long an individual has been deceased, the manner in which they died and what factors led to their decomposition/preservation.

**Y-STR DNA (paternally-inherited DNA):** Y-chromosome Short Tandem Repeats (Y-STR) are passed from father to son with little to no change between generations, and can be extracted from degraded and skeletal samples. Y-STR DNA is used to determine a genetic linkage between a serviceman's remains and his potential male relatives such as a paternal nephew. While it is not always as robust a test as mtDNA, it is useful in the absence of living maternal relatives.



**ANNEX B - BASIS OF PAYMENT**

**B.1 Period of the Contract (From date of Award to One Year Later)**

B.1.1 During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

**B.2 Professional Fees**

B.2.1 The Contractor will be paid Firm All-Inclusive Hourly Rate in CDN \$ for the applicable category and period in accordance with the table below.

B.2.2 The Firm All-Inclusive Hourly Rate specified below includes all expenses, excluding travel, applicable taxes are extra, that may need to be incurred to satisfy the terms of any contract that may result from its bid, for the Work described in the Statement of Work in Annex A.

<b>Professional Fees</b>			
<b>#</b>	<b>Period</b>	<b>Resource Category</b>	<b>Quoted Firm All- Inclusive Hourly Rate (in CDN \$)</b>
#1	Contract Period - Date of Contract to One Year Later (2018-2019)	Forensic Archaeologist	\$ _____
#2		Forensic Anthropologist	\$ _____
#3		Genealogical Researcher	\$ _____
#4		Mortuary Services	\$ _____
<b>Total Contract Period (#1 to #4)</b>			<b>\$ _____</b>
#5	Option Period 1 - End of Contract Period to One Year Later (2019-2020)	Forensic Archaeologist	\$ _____
#6		Forensic Anthropologist	\$ _____
#7		Genealogical Researcher	\$ _____
#8		Mortuary Services	\$ _____
<b>Total Option Period 1 (#5 to #8)</b>			<b>\$ _____</b>
#9	Option Period 2 - End of Option Period 1 to One Year Later (2020-2021)	Forensic Archaeologist	\$ _____
#10		Forensic Anthropologist	\$ _____
#11		Genealogical Researcher	\$ _____
#12		Mortuary Services	\$ _____





<b>Total Option Period 2 (#9 to #12)</b>			\$ _____
#13	Option Period 3 – End of Option Period 2 to One Year Later (2021-2022)	Forensic Archaeologist	
#14		Forensic Anthropologist	\$ _____
#15		Genealogical Researcher	\$ _____
#16		Mortuary Services	\$ _____
<b>Total Option Period 3 (#13 to #16)</b>			\$ _____
#17	Option Period 4 – End of Option Period 3 to One Year Later (2022-2023)	Forensic Archaeologist	\$ _____
#18		Forensic Anthropologist	\$ _____
#19		Genealogical Researcher	\$ _____
#20		Mortuary Services	\$ _____
<b>Total Option Period 4 (#17 to #20)</b>			\$ _____
<b>TOTAL Professional Fees (amount to be inserted at Contract Award)</b>			\$ _____

B.2.3 Total Estimated Cost – Professional Fees – Contract Period: \$ \_\_\_\_\_ (amount to be inserted at Contract Award)

**B.3 Cost Reimbursable Expenses**

The Contractor will be reimbursed for both travel and living expenses and for other direct expenses that have been reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

**B.3.1 Travel and Living**

B.3.1.1 The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

B.3.1.2 Canada will not accept any travel and living expenses for:

- a. Services provided within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Web site: <http://laws-lois.justice.gc.ca/eng/acts/N-4/>
- b. Any travel between the Contractor's place of business and the NCR;
- c. Any relocation of resources required to satisfy the terms of the Contract; and



- d. These expenses are included in the firm all-inclusive hourly rates specified in subsection B.2.2 above.

B.3.1.3 Total Estimated Cost – Travel and Living Expenses – Contract Period \$ \_\_\_\_\_  
(amount to be inserted at Contract Award)

### B.3.2 Other Direct Expenses

The Contractor will be reimbursed for the other direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Allowable Categories:

Consultation  
Recovery of Remains  
Identification of Remains  
Laboratory Services  
Casket and related equipment

B.3.2.1 Total Estimated Cost – Other Direct Expenses – Contract Period: \$ \_\_\_\_\_ (amount to be inserted at Contract Award)

B.4 Total Estimated Cost – (B.2.3 + B.3.1.3 + B.3.2.1): \$ \_\_\_\_\_ (amount to be inserted at Contract Award)



## ANNEX C – INSURANCE REQUIREMENTS

### C.1 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 endeavor to provide the Contracting Authority thirty (30) calendar 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) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

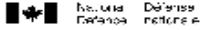
## **C.2 ERRORS AND OMISSIONS LIABILITY INSURANCE**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. 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 loss and in the annual aggregate, inclusive of defence costs.
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 following endorsement must be included:

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



**ANNEX D - TASK AUTHORIZATION FORM**



**TASK AUTHORIZATION  
AUTORISATION DES TÂCHES**

<p>All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.</p>		Contract no. – N° du contrat	
		Task no. – N° de la tâche	
Amendment no. – N° de la modification		Increase/Decrease – Augmentation/Réduction	
		Previous value – Valeur précédente	
To – À		<p><b>TO THE CONTRACTOR</b> You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p><b>À L'ENTREPRENEUR</b> Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location – Expédié à		Date _____ for the Department of National Defence pour le ministère de la Défense nationale	
Delivery/Completion date – Date de livraison/d'achèvement			
Contract item no. N° d'article du contrat	Services	Cost Prix	
		<b>GST/HST TPS/TVH</b>	
		<b>Total</b>	
<p><b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract. <b>NE S'APPLIQUE QU'ÀUX CONTRATS DE TPSC:</b> La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>			
<p>_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</p>			



**Instructions for completing  
DND 626 - Task Authorization**

**Contract no.**  
Enter the PWGSC contract number in full.

**Task no.**  
Enter the sequential Task number.

**Amendment no.**  
Enter the amendment number when the original Task is amended to change the scope or the value.

**Increase/Decrease**  
Enter the increase or decrease total dollar amount including taxes.

**Previous value**  
Enter the previous total dollar amount including taxes.

**To**  
Name of the contractor.

**Delivery location**  
Location where the work will be completed, if other than the contractor's location.

**Delivery/Completion date**  
Completion date for the task.

**for the Department of National Defence**  
Signature of the DND person who has delegated Authority for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

**Services**  
Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

**Cost**  
The cost of the Task broken out into the individual costed items in **Services**.

**GST/HST**  
The GST/HST cost as appropriate.

**Total**  
The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

**Applicable only to PWGSC contracts**  
This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

**Note:**  
Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

**Instructions pour compléter le formulaire  
DND 626 - Autorisation des tâches**

**N° du contrat**  
Inscrivez le numéro du contrat de TPSGC en entier.

**N° de la tâche**  
Inscrivez le numéro de tâche séquentiel.

**N° de la modification**  
Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

**Augmentation/Réduction**  
Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

**Valeur précédente**  
Inscrivez le montant total précédent, y compris les taxes.

**À**  
Nom de l'entrepreneur.

**Expédié à**  
Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

**Date de livraison/d'achèvement**  
Date d'achèvement de la tâche.

**pour le ministère de la Défense nationale**  
Signature du représentant du MDN auquel on a délégué le pouvoir d'approbation en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

**Services**  
Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliqueront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'oeuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

**Prix**  
Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

**TPS/TVH**  
Mentionnez le montant de la TPS/TVH, s'il y a lieu.

**Total**  
Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

**Ne s'applique qu'aux contrats de TPSGC**  
Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

**Nota :**  
Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.



**ANNEX E – DELIVERABLE ACCEPTANCE FORM**

**CONTRACT NUMBER:**

**CONTRACTOR:**

**MILESTONE or TASK NUMBER: (if applicable):**

**DELIVERABLE DESCRIPTION:**

**DELIVERABLE DUE DATE:**

**DELIVERABLE RECEIPT DATE:**

**ACCEPTANCE AUTHORITY EVALUATION**

"The undersigned Inspection/Technical Authority Agent hereby accepts the Deliverable Item referenced herein and certifies that the Deliverable Item is in complete compliance with the relevant Statement of Work and acceptance criteria."

ACCEPTED:  Yes /  No - with comments (attached)

**INSPECTION AUTHORITY(IES)**

Date	Name	Designation	Signature

Date	Name	Designation	Signature

**TECHNICAL AUTHORITY APPROVED**

Date	Name	Designation	Signature

**DISTRIBUTION**

Contracting Authority (Original)  
Technical Authority  
Vendor



**ANNEX F - NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of the Department of National Defence and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date