



REQUEST FOR PROPOSAL

RETURN BIDS TO:

Page 1 of

Bids must be submitted by email and must be submitted ONLY to the following email address:

aadnc.soumissionbid.aandc@canada.ca

REQUEST FOR PROPOSALS

Proposal to DIAND:

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

Title Biomedical waste collection and disposal services	
Solicitation Number 1000225068	
Date (YYYYMMDD) 2021-02-05	
Solicitation Closes At 2:00	Time Zone Eastern Standard Time (EST)
On (YYYYMMDD) 2021-02-23	
Contracting Authority Name Jean Damascene Gasake	
Telephone Number (873) 354-5730	
Facsimile Number	
Email Address jeandamascene.gasake@canada.ca	
Destination(s) of Services	
Security THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS	
Instructions: See Herein	
Delivery Required See Herein	
Person Authorized to sign on behalf of Bidder Name	
Title	

Bidder Name
Address
Telephone Number
GST/HST Number
QST Number

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Given that the resource(s) will not have access to any sensitive information or assets and the resource(s) be escorted at all time while on GoC premises, we confirm that there is no security requirement to be added to this RFP and ensuing contract.
2. For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Statement of Work

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of Comprehensive and Progressive Agreement For Trans-Pacific Partnership (CPTPP).

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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

2.2 Submission of Bids

- a. Bids must be submitted electronically only to Indigenous Services Canada (ISC) by the date, time and e-mail address indicated on page 1 of the bid solicitation.

At 02:00 PM on February 23, 2021 Time Zone: Eastern Standard Time (EST)

Email address for submitting your bid: **aadnc.soumissionbid.aandc@canada.ca**

Attn: Jean-Damascene Gasake

Subject line in E-mail: RFP No. 1000225068

The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

- b. Due to the nature of the bid solicitation, bids transmitted by any other means to Indigenous Services Canada (ISC) will not be accepted.

-
- c. Late bids will not be accepted.
- d. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

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.

Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the

PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid electronically in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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 rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes extra.

Section III: Certifications

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

3.1.1 Electronic Payment of Invoices – Bid

The method of invoice payment by Indigenous Services Canada (ISC) is by direct deposit to the Contractor's financial institution of choice.

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all inclusive fixed rate (in Can \$) for Items.

BIDDER'S FULL LEGAL NAME:.....

1.0 Professional Fees:

Initial Contract Period: From Contract award date to March 31, 2022				
Item No.	Services Description	Estimated Number of Units	Firm Price Per Unit	Total Price
1.	Large Box (170 L) Disposal	1,675	\$	\$
2.	Stop Fee	110	\$	\$
3.	Fuel Surcharge	145	\$	\$
(A) Total Price for Initial Contract Period (Taxes are extra):				\$

Option to Extend the Term of the Contract

Option Period 1: From April 1 2022 to March 31, 2023				
Item No.	Services Description	Estimated No. of Units	Firm Price Per Unit	Total Price
1.	Large Box (170 L) Disposal	1,675	\$	\$
2.	Stop Fee	110	\$	\$
3.	Fuel Surcharge	145	\$	\$
(B) Total Price for Initial Contract Period (Taxes are extra):				\$

Option Period 2: From April 1, 2023 to March 31, 2024				
Item No.	Services Description	Estimated No. of Units	Firm Price Per Unit	Total Price
1.	Large Box (170 L) Disposal	1,675	\$	\$
2.	Stop Fee	110	\$	\$
3.	Fuel Surcharge	145	\$	\$
(C) Total Price for Initial Contract Period (Taxes are extra):				\$

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

1000225068

XXXXX

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

XXXXX-XXXXXX

xxxxx.XXXXX-XXXXXX

Option Period 3: From April 1, 2024 to March 31, 2025				
Item No.	Services Description	Estimated No. of Units	Firm Price Per Unit	Total Price
1.	Large Box (170 L) Disposal	1,675	\$	\$
2.	Stop Fee	110	\$	\$
3.	Fuel Surcharge	145	\$	\$
(D) Total Price for Initial Contract Period (Taxes are extra):				\$

***For evaluation purposes only TOTAL BID PRICE: A+B+C+D= \$.....(Tax extra)**

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to attachment 1 part 4

4.1.2 Financial Evaluation

SACC Manual Clause A0220T 2014-06-26 Evaluation of Price

4.2 Basis of Selection

4.2.1 The responsive bid with the lowest evaluated price

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.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by the responsive bid with the lowest evaluated price.

Solicitation No. - N° de l'invitation

1000225068

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

XXXXXX-XXXXXX

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXXX

CCC No./N° CCC - FMS No./N° VME

Basis of Selection – Using the responsive bid with the lowest evaluated price			
Descriptions	Bidder 1	Bidder 2	Bidder 3
Bid Evaluated Mandatory Criteria	Responsive	Responsive	Responsive
Bid Evaluated Price	\$50,000.00	\$55,000.00	\$45,000.00
Overall Ranking	2nd	3rd	1st

ATTACHMENT 1 TO PART 4, TECHNICAL EVALUATION CRITERIA

Mandatory Technical Criteria (MTC)

The proposal must meet each of the mandatory criteria indicated below. The Bidder must provide the necessary documentation when required to demonstrate compliance. Bids that do not meet all of the mandatory criteria will be excluded from the tender process. During the evaluation, the mandatory criteria will simply be identified as “met” or “unmet.”

NOTE TO BIDDERS:

For each of the criteria, write the number(s) of the relevant page(s) of your bid that pertains to and supports the condition described in the mandatory criterion.

#	Mandatory Criteria	Reference in the Proposal	Met (Yes/No)
M1	<p>The Bidder must demonstrate that it has all the documents: (accreditation, certificates, licence, departmental authorisation, etc.) required by the applicable provincial and federal regulations to perform the management of the biomedical waste (packaging, handling, collection, transportation, storage and disposal of different types of biomedical waste) listed in the Statement of Work.</p> <p>At a Minimum, the bidder is to include a copy of each of the following documents:</p> <ol style="list-style-type: none"> 1. Valid TDG certification 2. Generating number 3. Carrier number 		
M2	<p>The Bidder must have professional liability insurance that is appropriate for its activities.</p> <p>A copy of the insurance certificate must be included in the proposition</p>		
M3	<p>The Bidder must confirm and demonstrate that it has all the equipment and software necessary to perform each of the tasks indicated in the Statement of Work.</p>		

#	Mandatory Criteria	Reference in the Proposal	Met (Yes/No)
M4	The Bidder must identify at least one of its employees as project manager who will be the main contact person in the context of biomedical waste collections in First Nations communities in Manitoba. The designated project manager will have to be available for requests and questions from Monday to Friday, from 8:30 a.m. to 4:30 p.m. (Manitoba time).		
M5	The Bidder must demonstrate that the designated person in charge has a minimum of 3 years' experience as a project manager. The name of the person designated as the project manager by the Bidder, the person's contact information, regular schedule, job title and number of years of experience in the job must be included in the proposal.		
M6	The Bidder must demonstrate the ability to provide a detailed invoice for each of the sites where a biomedical waste collection has been carried out within 30 days of said collection. Receipts must be provided as examples only. The details of the disposal fees for each type of biomedical waste, based on its weight, must be included in the billing examples.		
M7	The Bidder must demonstrate that it has a minimum of 3 years of experience in providing biomedical waste collection within the last 7 years.		

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 declaration form available on the Forms for the Integrity Regime 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 provided 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>), 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 equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.2 Status and Availability of Resources

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

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

5.2.3.4 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue,

whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

5.2.3.4.1 *SACC Manual* clause A3010T (August 16, 2010) Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

Given that the resource(s) will not have access to any sensitive information or assets and will not have access to any GoC restricted access area, we confirm that there is no security requirement to be added to this RFP and Resulting Contract.

For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Statement of Work

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

6.3 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2020-05-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Indigenous Services Canada (ISC); and
- b) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

- c) Section 10, Subsection 2, paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client

Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)”

Insert: “the contract title and number, the date, deliverable/description of the Work and financial code(s)”

d) Insert: “2010B 36 (2018-05-10) Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.”

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from the contract award date to March 31, 2022 inclusive.

6.2.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one year periods 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 Annex B: Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor 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.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex “A” of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jean Damascene Gasake

Title: Senior Procurement Expert
 Indigenous Services Canada
 Materiel and Assets Management Directorate
 Address: 10 rue Wellington, Gatineau, K1A 0H4

Telephone: 873-354-5730
 E-mail address: jeandamascene.gasake@canada .ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: *(TB identified at contract award)*

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: ____ ____ _____
 Facsimile: ____ ____ _____
 E-mail address: _____

The Project Authority 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 Project Authority, however the Project 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.

6.5.3 Contractor's Representative *(TB identified at contract award)*

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

- a. **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex "B", Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: [**\$TBD at contract award**]

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (**TB determined at contract award**). Customs duties are "included" and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

4. 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.

6.7.3 Monthly Payment

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

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

6.7.4 Electronic Payment of Invoices – Contract

The method of invoice payment by Indigenous Services Canada (ISC) is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Indigenous Services Canada Electronic Payment Request form (http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20545_1362495227097_eng.pdf), and submit the form to the address provided.

6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

2. Invoices must be distributed as follows:

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

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in.....*(TB completed at contract award)*.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2020-05-25);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment,
- (e) Annex C Security Requirements Check List;
- (f) the Contractor's bid Submission Form dated *(TB completed at contract award)*

ANNEX "A": STATEMENT OF WORK

TITLE: Biomedical waste collection and disposal services.

1. Scope

Biomedical waste collection and disposal services, Indigenous Services Canada (ISC), First Nations and Inuit Health Branch (FNIHB), Manitoba Region.

1.1. Introduction

The First Nations and Inuit Health Branch (FNIHB), Manitoba Region, wishes to equip itself with a biomedical and pharmaceutical waste collection and disposal service in accordance with applicable regulations for the nursing stations, health centres, two hospitals and Regional Office (warehouse) at 391 York Ave of the Department of Indigenous Services, Manitoba Region.

1.2. Objectives of the Requirements

Ensure the regular collection and safe disposal of biomedical and pharmaceutical waste for the nursing stations in the First Nations communities, health centres, two hospitals and the warehouse at 391 York Ave under the jurisdiction of the Department of Indigenous Services.

The contractor will be required to provide biomedical waste removal and disposal services on an "as and when" requested basis as requested by the Project Authority.

1.3. Background and Specific Scope of the Requirements

The regulatory requirements and geographical situation of the First Nations communities necessitate appropriate equipment for the collection and disposal of the biomedical and pharmaceutical waste generated in the nursing stations and health centres.

2. Requirements

2.1. Tasks, Activities, Deliverables and Milestones

Medical waste delivery will be completed by both road and air. Medical waste delivered by road will be delivered by carrier (ISC FNIHB or alternate arranged by ISC FNIHB) directly. Medical waste delivered by air will be held at the airport until arrangements between the contractor and airport (Perimeter Aviation, Calm Air, Amik Aviation, and Northway Aviation, etc.) can be arranged. Medical waste will be held

in the warehouse at Stanley Knowles Building, 391 York Avenue, Winnipeg MB and ISC FNIHB will make arrangements for transfer. The vendor will not have access to the building. If the vendor has to pick up medical waste he will have to check in and be escorted by the warehouse staff that are on site, otherwise no access will be allowed.

The contractor will dispose of the delivered medical waste boxes as on an "as and when" requested basis from the date of signing of the contract for a one year period.

The contractor will provide a disposal certificate accompanied to each invoice. The certificate must show that the disposal of the waste has been in accordance with the current Federal, Provincial and Municipal Regulations and Legislation.

The Contractor must use its own equipment and software for the performance of this Statement of Work.

2.2. Specifications and Standards

The Contractor must comply with the applicable provincial regulation on the management of biomedical waste.

The Contractor will have to provide a copy of each document (accreditation, certificate, licence, departmental authorization, etc.) required by the applicable provincial regulation on the management of biomedical waste.

The Contractor must have in place a risk management plan, covering the loss, prevention and minimization mechanisms in the event of a hazardous waste incident. The plan should contain sufficient risk management measures to prove, if an incident did occur, that due diligence will be undertaken by the Contractor, in compliance with the minimum standards of the Canadian Environmental Protection Act (1999).

2.3. Dangerous Goods

The Contractor must ensure proper labeling and packaging in the supply and shipping of hazardous and dangerous goods in accordance with the Transportation of Dangerous Goods Regulations during the performance of the contract.

The Contractor must accept liability for any damages caused by improper packaging, labeling or carriage of goods.

The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods as set forth by Federal, Provincial, Territorial and Municipal laws, By-laws and Acts of Parliament.

2.4. Points of Ownership

The Contractor must dispose the waste identified herein according to the requirements of this request for proposal and/or according to the laws and regulations that are applicable, whether Federal, Provincial, territorial or Municipal.

The Contractor will assume all ownership and all future liability for the disposal of the Hazardous waste products from the time the waste is loaded into the Contractors vehicle and the hazardous waste manifest is signed.

2.5. Additional Requirements

A disposal certificate and/or completed manifest must accompany all invoices. The certificate and/or manifest must show that the disposition of materials has been in accordance with current Federal, Provincial and Municipal Regulations and Legislation. Payment will not be made until the disposal certificate and/or manifest has been provided.

Within 90 days of the removal of any hazardous waste, the contractor must provide the Project Authority with the Certificate of Destruction reconciling with the waste generated. Failure to provide this documentation will be sufficient reason for payment to be withheld until documentation is received.

2.6. Contractor Project Management Control Procedures

The Contractor's authorized representative designated in the proposal as being the project manager or technical lead must:

- Contact the person in charge in each of the communities (clients) before the biomedical waste collection in order to confirm the collection and the exact date of the collection
- Refer any community that requests an additional collection and/or additional supplies or has other requests to the Environmental Public Health Services at FNIHB
- Notify the Environmental Public Health Services at FNIHB, MB as soon as possible of any collection that was unable to be completed on the date specified on the schedule

3. Additional Information

3.1. Authorities

For any questions about administrative, billing, or more, the Contractor is asked to communicate with departmental representative:

ISC FNIHB Authorities:

3.2. Contractor's Obligations

- The Contractor must use its own equipment and software for the performance of this Statement of Work.
- The Contractor must allow the departmental representative or its authorized representative equipment to the biomedical waste disposal sites at all times for the purposes of inspection.
- Provide material (including boxes and bags to contain bio-hazardous waste), equipment, tools and supervision necessary for the identification, labelling, packaging, preparation of profile documentation sheets, all labor required for transferring material from the onsite biohazard storage area to the truck and loading, transportation and disposal/destruction of user generated hazardous waste products.

3.3. Location of Work, Work Site and Delivery Point

Refer to Section 2.

3.4. Insurance Requirements

The Contractor must have and keep appropriate professional liability insurance.

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ANNEX "B": BASIS OF PAYMENT (*TB completed at contract award*)

ANNEX "C": SECURITY REQUIREMENTS CHECK LIST

 Affaires autochtones et Développement du Nord Canada / Aboriginal Affairs and Northern Development Canada		Contract Number / Numéro du contrat PR# 1000225068 Security Classification / Classification de sécurité Unclassified					
SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)							
PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE							
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région First Nations and Inuit Health Branch		2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type: RFP					
3. Brief Description of Work / Brève description du travail The First Nations and Inuit Health Branch (FNIH-B), Manitoba Region, wishes to equip itself with a biomedical and pharmaceutical waste collection and disposal service in accordance with applicable regulations for the nursing stations, health centres, two hospitals and Regional Office (warehouse) at 391 York Ave. of the Department of indigenous Services, Manitoba Region							
4. Contract Amount / Montant du contrat		5. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement):					
5. Contract Start and End date / Date de début et de fin du contrat April 1, 2021 to / au March 31, 2025		TBD					
7. Will the supplier require / Le fournisseur aura-t-il :							
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui				
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui				
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui				
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)							
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)							
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS							
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir/entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?							
		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui				
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)							
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?							
		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui				
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/des partir du Ministère ou avec d'autres parties?							
		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui				
If yes, specify: / Si oui, spécifiez:							
a) Email transmission / Transmission par courrier électronique:		<input type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui				
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisée, collaboration, etc):		<input type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui				
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix):		<input type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui				
9.3 Will the supplier be required to safeguard COMSEC* information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC* ?							
		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui				
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographique, télécopieur/téléphone sécurisés)							
10. SUMMARY CHART / TABLEAU RÉCAPITULATIF							
Category / Catégorie	Please refer to question / Veuillez vous référer à la question:	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
Information Assets / Renseignements/BIENS	7.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information Assets (off site) / Renseignements/BIENS (hors site)	8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information Assets (off site) / Renseignements/BIENS TI (hors site)	9.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission - e-mail / Transmission TI - courriel	9.2 a)	<input type="checkbox"/>	<input type="checkbox"/>				
IT Transmission - other / Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>				
Remote Access to Network / Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>				
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PART C – PERSONNEL / PARTIE C – PERSONNEL							
11.1 Personnel Security Screening Level Required: / Niveau d'enquête de la sécurité du personnel requis:							
		<input checked="" type="checkbox"/> N/A / Non requis	<input type="checkbox"/> Reliability / Fiabilité	<input type="checkbox"/> Confidential / Confidential	<input type="checkbox"/> Secret	<input type="checkbox"/> Top Secret / Très secret	
11.2 May unscreened personnel be used for portions of work? / Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?							
		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui	<input type="checkbox"/> N/A / Non requis			
12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?							
		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui				

ANNEX "D": BID SUBMISSION FORM

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures. See Part 3 for instructions. (Note: Procurement Officers should delete if this requirement was not included in Part 6)	Address of proposed site or premise: _____ City: _____ Province: _____ Postal Code: _____ Country: CANADA
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the	

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security clearance is not valid for the Bidder.]		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
Signature of Authorized Representative of Bidder		