



September 25, 2013

01-13-0002

## LETTER OF INVITATION

Dear Sir/Madam:

The Department of Indian Affairs and Northern Development (DIAND) invites you to submit a proposal for the following work:

### **Media Monitoring Services – Nunavut Region**

*Designated Inuit Organizations in the Comprehensive Land Claim Agreements (CLCA) areas have been advised.*

The proposal shall be in accordance with the requirements of the attached Instructions to Bidders, Mandatory Requirements, Proposal Evaluation Criteria, Assigned Weights and Selection Methodology, Articles of Agreement, General Conditions, Supplementary Conditions, Terms of Payment, and the Statement of Work.

Please ensure that your proposal is complete in all respects and includes all information required for a comprehensive evaluation in accordance with the criteria described in the Selection and Evaluation Criteria attached.

*Tous les documents de cet appel d'offres sont aussi disponibles dans la langue française. / All Request for Proposal documents associated with this proposal call are also available in the French language.*

*Bidders should indicate in their proposal the official language(s) in which they can provide the services. The successful Bidder(s) should be able to provide their services in both Official Languages of Canada.*

*The price(s) quoted in the financial proposal are to be expressed as a fixed price per month rate(s) for the Work described in Appendix "D", Statement of Work, in accordance with the Instructions to Bidders and Appendix "C", Terms of Payment attached herein. The fixed price per month must include all payroll, overhead costs and profits required to complete the Work.*

The invited bidders shall not introduce in their proposal cost elements which are not requested in this proposal call.

The price(s) quoted shall include any and all applicable taxes, subject to the following:

- a) The proposal shall expressly indicate whether the Contractor is a registrant in the Federal Goods and Services Tax (TPS) Program, the Harmonized Sales Tax (HST) Program and/or the Quebec Sales Tax (QST) Program, and, if so, shall set out the registration number(s).
- b) If the bidder is so registered, the proposal shall make separate reference to any amounts to be charged on account of the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and/or the Quebec Sales Tax (QST).

### ***ELECTRONIC TRANSMISSION OF BIDS –MANDATORY UNDER THIS RFP***

In order to be considered, bids must be received no later than **3:00pm Eastern Daylight Savings Time** on October 16, 2013 referred to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids must be submitted by email and must be submitted

## LETTER OF INVITATION

**ONLY** to the following email address:

Email Address: [soumission.bid@aadnc-aandc.gc.ca](mailto:soumission.bid@aadnc-aandc.gc.ca)  
Attention: VÉRONIQUE LAROSE  
Solicitation Number: 01-13-0002

Canada requests that bidders submit their electronic bid in separate attachments as follows:

Attachment I: Technical Bid - 1 soft copy (PDF, MS Word, or .XPS)  
Attachment II: Financial Bid – 1 soft copy (PDF or Word, or .XPS)

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

The total size of the email, including all attachments, **must not exceed 20 megabytes (MB)**. It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by mail, fax or other means **will not** be accepted. Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

In order to be considered, proposals or any amendments thereto must be received at the above electronic address on or before the exact time and date set for the receipt of proposals. Late proposal will be return unopened to senders.

No extension to the closing date and time for the receipt of proposals will be given unless the Department is responsible for an omission or an error in the tender documents significant enough in nature to warrant an extension of the bid closing date to allow bidders sufficient time to review their proposals. Bidders are therefore requested to submit, in writing, any technical-type questions concerning this proposal call at least 10 working days prior to the tender closing date to enable final preparation and submission of proposals in time to meet the closing deadline.

Please note that the lowest priced, or any proposal, will not necessarily be accepted.

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Véronique Larose by facsimile at 819-953-7830, or by e-mail at [Veronique.Larose@aadnc-aandc.gc.ca](mailto:Veronique.Larose@aadnc-aandc.gc.ca). Enquiries and other communications are not to be directed to any other government official(s).

**LETTER OF INVITATION**

Yours sincerely,

Véronique Larose  
Procurement Officer  
Materiel and Assets Management Division  
10 Wellington Street  
Gatineau, QC K1A 0H4

Attach.

## INSTRUCTIONS TO BIDDERS

1. This Request for Proposal (RFP) package consists of the components described below:

<b>RFP PACKAGE CONTENTS</b>	
COMPONENT	DESCRIPTION
<u>Selection and Evaluation Criteria</u>	Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.
Articles of Agreement	This material is provided for your information only. It details the specific Contract terms and conditions you will be bound by if you are a successful Bidder. You do not need to return this information with your proposal.
Appendix A : General Conditions Appendix B : Supplementary Conditions Appendix C : Terms of Payment Appendix D : Statement of Work Appendix E : Intellectual Property	
Appendix C.1: Fee Schedule	Bidders <b>must</b> complete the Appendix "C.1", Fee Schedule and submit it with the Bidder's Financial Proposal to the Department on or before the specified closing date and time.
Annex A: Print and Broadcast Media Monitoring Requirements	This material is provided for your information only. It details the Print and Broadcast Media Monitoring Requirements and you will be bound by if you are a successful Bidder. You do not need to return this information with your proposal.
Annex B: Media Monitoring Services: Issues of Relevance to DIAND	This material is provided for your information only. It details the issues of relevance to DIAND and you will be bound by if you are a successful Bidder. You do not need to return this information with your proposal.
Annex C : Certificate of Independent Bid Determination	Bidders <b>must</b> complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex " C".

2. Bidders must provide all information necessary for DIAND to evaluate their proposals and for their proposals to be considered by DIAND, as indicated in this Request for Proposals (RFP). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable DIAND to complete its evaluation.

3. **Electronic Transmission of Bids –mandatory Under the RFP**

In order to be considered, bids must be received no later than **3:00pm Eastern Daylight Savings Time** on October 16, 2013 referred to herein as the “Closing Date.” Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids must be submitted by email and must be submitted **ONLY** to the following email address:

## INSTRUCTIONS TO BIDDERS

Email Address: [soumission.bid@aadnc-aandc.gc.ca](mailto:soumission.bid@aadnc-aandc.gc.ca)  
Attention: VÉRONIQUE LAROSE  
Solicitation Number: 01-13-0002

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The total size of the email, including all attachments, **must not exceed 20 megabytes (MB)**. It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by mail, fax or other means **will not** be accepted. Bidders should ensure that their name, address, "Closing Date" of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

#### 4. Bidder's GST/HST Registration Number

Bidders registered in the Federal Goods and Services Tax Program or the Harmonized Sales Tax Program shall set out the registration number in their proposal.

#### 5. Language of Contractual Documents

Should your bid be successful following the evaluation process, the language of the contractual documents will be the same as the language you chose to use in your proposal.

#### 6. Proposal Signatures

In order to be considered, proposals must be signed by the Bidder or by an authorized representative of the Bidder. If a proposal is being submitted by a joint venture, the proposal must clearly state that it is submitted as a joint venture and must be signed by all members of the joint venture, or, a statement must be provided to the effect that the signatory represents all members of the joint venture.

#### 7. Legal Capacity

The Bidder/Offeror must have the legal capacity to contract. If the Bidder/Offeror is a sole proprietorship, a partnership or a corporate body, the Bidder/Offeror must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders/offerors submitting a bid as a joint venture.

## INSTRUCTIONS TO BIDDERS

### 8. Debriefing

A debriefing will be provided, on request, only following entry by the Department of Indian Affairs and Northern Development (DIAND) into a contractual arrangement with the successful Bidder(s). Should a Bidder desire a debriefing, the Bidder must contact Véronique Larose by fax at 819-953-7830 or by email at Veronique.Larose@aandc-aadnc.gc.ca within fifteen (15) working days of receipt of notification that their bid was unsuccessful. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

### 9. Bidders Recourse

If, despite the information provided during the debriefing, a Bidder is still dissatisfied with the Departments handling of the procurement, the following recourse mechanisms are available:

- 9.1 in the case of all procurements, unsuccessful bidders have the right to file a written complaint with the Departmental Procurement Review Committee, Department of Indian Affairs and Northern Development;
- 9.2 in the case of procurements subject to the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada - Chile Free Trade Agreement (CCFTA) or the Canada – Peru Free Trade Agreement (CPFTA), unsuccessful bidders have the right to file a written complaint with the Canadian International Trade Tribunal; and/or
- 9.3 in the case of procurements not subject to trade agreements, unsuccessful bidders have the right to bring action in Federal Court.

Bidders are requested to contact the Procurement Official identified in the Request for Proposals, Letter of Invitation for further information regarding complaint filing procedures.

### 10. Bid Validity Period

- 10.1 Bids will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- 10.2 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive Bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- 10.3 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.
- 10.4 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either: (a) continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or (b) cancel the solicitation; or (c) cancel and re-issue the solicitation.

## INSTRUCTIONS TO BIDDERS

### 11. Receipt and Custody of Proposals

- 11.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.
- 11.2 Proposals received after the closing time will not be considered and will be returned unopened to the sender.
- 11.3 Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned.
- 11.4 All proposals as described in 11.3 above are subject to the provisions of the *Access to Information Act*.

### 12. Compliance with Request for Proposals Instructions, Clauses and Conditions and Resulting Service Contract Terms and Conditions

Bidders who submit a proposal in response to this Request for Proposals agree to be bound by the instructions, clauses and conditions of this solicitation and accept the terms and conditions of the resulting Service Contract. Proposals not in compliance with this requirement will be deemed to be non-compliant and given no further consideration.

### 13. Cost Limitations

- 13.1 **Request for Proposal Stage:** Bidders who are currently under Standing Offer Agreements, Supply Arrangements or Service Contracts with other programs within DIAND for the provision of services similar to those set out in the RFP shall not offer in this proposal call rates that exceed those rates established in their current contractual agreements. Bidders may, however, introduce new rates for those time periods that are not currently covered by existing Standing Offer Agreements, Supply Arrangements or Service Contracts.
- 13.2 **Upon Award:** It is understood and agreed, that the Bidder/Contractor has not/shall not, for the purpose of this agreement, introduce time rates that exceed those rates which have been established under any other Standing Offer Agreements, Supply Arrangements or Service Contracts currently in force between the Bidder/Contractor and other programs within DIAND for the provision of similar services over the same time periods as those set out in this Contract.

### 14. Basis of Fees and Cost Quotation

- 14.1 The price(s) quoted in the proposal must be expressed in terms of fixed price per month rate(s) based on a 31 day month - if applicable - assigned to perform the Work under the Contract.
- 14.2 At no time will time rates include such things as travel/miscellaneous expenses, or GST/HST as such practices inflate time rates, do not reflect market/going rates and may prejudice against a Bidder from being awarded a Contract.
- 14.3 The fixed per month rate(s) will be inclusive of all payroll, overhead costs and profits required to complete the Work (Note: per month rate(s) are not to be quoted as ranges).

## INSTRUCTIONS TO BIDDERS

### 15. 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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

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

### 16. Option to Extend Contract

16.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by two (2) additional one (1) year periods under the same terms and conditions.

16.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Contract expiry date.

16.3 The Contractor agrees that, during the extended period the Contract, the rates/prices will be in accordance with the provisions of the Contract.

### 17. Bidder Notification

Bidders will be notified in writing of the successful Contractor(s) name and address, once the Department has completed the evaluation of all valid bids received.

### 18. Intellectual Property

The Department of Indian Affairs and Northern Development has determined that any Intellectual Property arising from the performance of the Work under the Contract will vest in Canada for the following reason: the main purpose of the Contract, or of the deliverables contracted for is to generate knowledge and information for public dissemination.

### 19. Security Requirement

The Department of Indian Affairs and Northern Development has determined that there is no security requirement arising from the performance of the work under this Request for Proposal.

### 20. Contract Award

The Department intends to award one (1) contract as a result of this proposal call.



## **INSTRUCTIONS TO BIDDERS**

### **21. Former Public Servants In Receipt of a Lump Sum Payment or Government Pension**

Bidders who are contracting as an individual; a Corporation/Partnership or, a Sole Proprietorship with a Major Controlling Interest in the Contracting Entity that are either:

- a) a former public servant in receipt of a lump sum payment package; or
- b) a former public servant in receipt of a government pension

must provide, as part of their technical proposal, the following information regarding their status as a former public servant:

- a) if applicable, termination date, amount of lump sum payment incentive and lump sum payment period; and/or
- b) date of retirement: Month/Day/Year

### **22. Communications During Request for Proposal Tendering Period**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Véronique Larose by facsimile at 819-953-7830, or by e-mail at Veronique.Larose@aandc-aadnc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

## SELECTION AND EVALUATION CRITERIA

### 1.0 SELECTION AND EVALUATION METHODOLOGY

- 1.1 Bidders **MUST** ensure that their Proposal provides sufficient evidence for DIAND to assess the compliance of the Proposal with the criteria listed in this Request for Proposal (RFP). It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable DIAND to complete its evaluation.
- 1.2 Bidders **MUST** include any reference material they wish to be considered for evaluation **within** their Proposal. Any material or documents outside the Proposal will not be considered; should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material **MUST** be included **within** the Proposal. URL links to the Bidder's website will not be considered by the DIAND Evaluation Committee.
- 1.3 To meet the requirements described herein, the experience of the Bidder **MUST** be work for which the Bidder provided services to clients exterior to the Bidder's own organization. Internal business development projects will not be accepted.
- 1.4 **Listing experience without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.** Bidders are advised that the month(s) of individual Resource experience listed for a project in which the time frame overlaps that of another referenced project for the same named Resource will only be counted once. For example: Project #1 time frame is July 2003 to December 2003; Project #2 time frame is October 2003 to January 2004; the total months of experience for these two project references is seven (7) months.
- 1.5 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Bidder on the part of the DIAND Evaluation Committee will be taken into consideration.

**SELECTION AND EVALUATION CRITERIA**

**2.0 MANDATORY REQUIREMENTS**

Bidders' proposals **MUST** meet **ALL** of the Mandatory Requirements in order for their proposals to be considered for further evaluation. Failure on the part of the Bidder to meet any one (1) or more of the Mandatory Requirements will result in their proposal being deemed non-compliant, with the proposal being given no further consideration:

<u>Media Monitoring Services</u>	
Mandatory Requirement	COMPLIANT (YES/NO)
<p><b>M1: Proposal</b></p> <p>The Bidder’s proposal <b>MUST</b> demonstrate evidence of previous/current relevant qualifications and experience in providing a full range of tasks and activities under the Appendix “D”, as defined in the Statement of Work (SOW).</p> <p>The Bidder <b>MUST</b> include within its Proposal a current detailed curriculum vitae (CV) for each proposed Resource named in their Proposal.</p> <p><b>CVs should include:</b></p> <ul style="list-style-type: none"> <li>a) Relevant work/project experience (chronologically indicated in years/months, e.g. May 2011 to March 2012), including a brief description of the services provided and for whom;</li> <li>b) Relevant skill and ability application; and</li> <li>c) All formal training should be listed chronologically; the title of the course or program and duration in days or months should be included.</li> </ul>	
<p><b>M2: Certificate of Independent Bid Determination</b></p> <ul style="list-style-type: none"> <li>a) Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "C".</li> </ul>	

**SELECTION AND EVALUATION CRITERIA**

<u>Media Monitoring Services</u>	
Mandatory Requirement	COMPLIANT (YES/NO)
<p><b>M3: Firm Experience</b></p> <p>At the Firm level, the Bidder <b>MUST</b> provide one (1) written project summary describing in detail the Bidder’s current and previous experience in successfully providing similar services, as described in the SOW (Appendix ‘D’), during the past five (5) years (calculated on the closing date of the RFP). Along with the project summary, the Bidder <b>MUST</b> provide the name and one means of contact (i.e. e-mail address or telephone number) of the client project authority to whom the Bidder reported.</p> <p>Within the project summary provided, the Bidder should indicate (a-g ):</p> <ul style="list-style-type: none"> <li>a) the name and a brief description of the client organization;</li> <li>b) the client project authority name, title and contact information;</li> <li>c) a brief description of the scope and complexity of the project;</li> <li>d) the dates/duration (in years/months) of the project;</li> <li>e) the dollar value of the project to the Bidder;</li> <li>f) the number and role of Bidder Resources/personnel involved in the project; and</li> <li>g) description of transcripts/clippings that display evidence of the Bidder’s capabilities of the project.</li> </ul> <p>See the following form ‘Project Summary’ below for a suggested format for submission of project information. The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Summary.</p> <p><i>DIAND reserves the right to contact the named client references for the purpose of verifying the accuracy and veracity of the information provided in the Bidder’s Proposal. Should DIAND choose to contact the references and should one (1) or more provide a negative reference regarding the accuracy or veracity of the Bidder’s Proposal, the Proposal will be deemed non-compliant and given no further consideration.</i></p>	

**SELECTION AND EVALUATION CRITERIA**

**Form M3: Project Summary**

<b>Firm Name:</b>		<b>Project Name:</b>	
<b>Client Organization:</b>			
<b>Project Scope and Objectives:</b>			
<b>Dates/Duration: (in years/months)</b>		<b>Number of Resources Involved:</b>	
<b>Project Dollar Value to Bidder:</b>			
<b>Resource(s) Utilized:</b>	<b>Role / Responsibility:</b>		<b>Level of Effort (Days):</b>
<b>Extent and Role of the Bidder's involvement in the Assignment, including project outcome and results:</b>			
<b>Client Project Authority (to whom the Bidder reported) Name, Title, E-mail address, Phone Number</b>			

## SELECTION AND EVALUATION CRITERIA

### 3.0 POINT-RATED CRITERIA

Only those Proposals meeting **ALL** of the above Mandatory Requirements will be deemed compliant and will be evaluated by the DIAND Evaluation Committee on the basis of the Point-Rated Criteria.

Bidders **MUST** achieve a minimum score overall of 70/100 on the Point-Rated Criteria, in order to be evaluated on the basis of their Financial Proposal.

Bidders failing to meet the minimum required score on the Point-Rated Criteria will be deemed non-compliant and given no further consideration

<u>Media Monitoring Services</u>		
Point-Rated Criteria	Weight	Evaluation Factors
<p><b>R1: Project Summary</b></p> <p>The project summary submitted as evidence of compliance with Mandatory Requirement <b>M3</b> will be evaluated on the basis of their relevance to DIAND’s requirements for Media Monitoring Services (as outlined in the SOW) in breadth, nature, size, scope, and approach.</p>	<p><b>/45</b></p>	<p>Up to 45 points based on the extent to which the cited Project Summary is relevant to DIAND-Nunavut Region’s requirements, as described in the SOW.</p> <p>The following factors (a) will be considered in determining the relevance of the Project Summary:</p> <p><b>a)</b> Relevance and similarity of the Bidder’s Project to DIAND’s requirement in media monitoring, (up to a maximum of 9 points per item) based on the following:</p> <ul style="list-style-type: none"> <li>- Evidence/examples of transcripts based on broadcast media;</li> <li>- Experience providing media monitoring services to remote locations (North of 60);</li> <li>- Evidence/capability/ability to provide online syndicated media content (Really Simple Syndication “RSS” feed);</li> <li>- Evidence of timely reporting/delivery of complied media monitored content; and</li> <li>- Experience and satisfactory performance on similar projects in the same subject area (government).</li> </ul>
<p><i>The following <b>Rating Scale</b> will be used to evaluate each project summary on the basis of factor ‘a’ above:</i></p> <ul style="list-style-type: none"> <li>● Excellent = project summary provided demonstrates relevance and similarity to DIAND’s requirements in all of the areas = 45/45 points</li> <li>● Satisfactory = project summary provided demonstrates relevance and similarity to DIAND’s requirements in most of the areas = 36/45 points</li> <li>● Minimal = project summary provided demonstrates relevance and similarity to DIAND’s requirements in only one (1) of the areas = 18/45 points</li> <li>● Poor = project summary provided demonstrates poor relevance and similarity to DIAND’s requirements in only one (1) of the areas = 9/45 points</li> <li>● Not Addressed / Unsatisfactory = project summary provided does not demonstrate relevance and similarity to DIAND’s requirements in any of the areas = 0/45 points</li> </ul>		

**SELECTION AND EVALUATION CRITERIA**

<u>Media Monitoring Services</u>		
Point-Rated Criteria	Weight	Evaluation Factors
<p><b>R2: Proposal [Named Resource(s)]</b></p> <p>For the Resources given in compliance with Mandatory Requirement <b>M1</b>, the Bidder should provide evidence of the extent of the Resource’s (i.e. all resources) experience, understanding and knowledge, as applicable to Appendix “D” SOW.</p> <p>Based on CV(s) submitted in compliance with Mandatory Requirement <b>M1</b>, this criterion evaluates the applicability, depth and breadth of the Bidder’s compliant named resources on a <i>collective basis</i>. As such, demonstrated evidence of the Bidder’s named resources’ experience, understanding and knowledge acquired while working for the Bidder <b>or</b> for other organizations will be considered; provided that it is applicable to the RFP.</p>	<p><b>/40</b></p>	<p>Up to 40 points, based on up to 20 points per factor, based on the following factors (a-b):</p> <p>Applicability of the Bidder’s resources’ experience in Media Monitoring Services based on the following:</p> <ul style="list-style-type: none"> <li>a) Substantiation of the Bidder’s resources’ experience and operational context in which that experience, understanding and knowledge was obtained to (up 20 points);</li> <li>b) Evidence how each resource(s) was involved in obtaining experience and a clear indication of time allocations (up to 20 points).</li> </ul>
<p><i>The following <b>Rating Scale</b> will be used to evaluate factors ‘a’ and ‘b’ above:</i></p> <ul style="list-style-type: none"> <li>● Excellent = project summary provided demonstrates relevance and similarity to DIAND’s requirements in all of the areas = 40/40 points</li> <li>● Satisfactory = project summary provided demonstrates relevance and similarity to DIAND’s requirements in most of the areas = 32/40 points</li> <li>● Minimal = project summary provided demonstrates relevance and similarity to DIAND’s requirements in only one (1) of the areas = 16/40 points</li> <li>● Poor = project summary provided demonstrates poor relevance and similarity to DIAND’s requirements in only one (1) of the areas = 8/40 points</li> <li>● Not Addressed / Unsatisfactory = project summary provided does not demonstrate relevance and similarity to DIAND’s requirements in any of the areas = 0/40 points</li> </ul>		

**SELECTION AND EVALUATION CRITERIA**

<b>Media Monitoring Services</b>		
<b>Point-Rated Criteria</b>	<b>Weight</b>	<b>Evaluation Factors</b>
<p><b>R3: Aboriginal Opportunities Consideration</b></p> <p>The following optional component allows the Bidder to provide a plan in the proposed work for specific measures being considered to afford economic opportunities to Nunavut Land Claims beneficiaries and/or Nunavut Land Claims businesses.</p> <p>The Bidder may consider efforts through any of: employment, subcontracting, capacity building, use of supplies/services, etc. or other related measures it proposes to employ in the course of its work. In addition, the Bidder should indicate any partners, agencies, organizations or suppliers with which it proposes to work to achieve these results.</p>	<p><b>/15</b></p>	<p>Up to 15 points based on up to 7.5 points per factor, based on the following factors (a-b):</p> <ul style="list-style-type: none"> <li>a) Bidder has an office located in the Nunavut Land Claims Agreement Area or the Bidding company is wholly or partially owned by Nunavut Land Claims beneficiaries;</li> <li>b) Bidder has provided a plan demonstrating the proposed approach to utilizing Nunavut Land Claims subcontractors and service providers for both technical and administrative roles. The plan should include but not be limited to: potential subcontractors and service providers, list of existing available Nunavut Land Claims subcontractors and service providers, consultation with Nunavut Land Claims subcontractors and service providers.</li> </ul>
<p><i>The following <b>Rating Scale</b> will be used to evaluate factors ‘a’ and ‘b’ above:</i></p> <ul style="list-style-type: none"> <li>• Excellent = the Bidder’s approach proposes more than one (1) specific measure aimed at achieving results to afford economic opportunities to Nunavut Land Claims beneficiaries and/or Nunavut Land Claims businesses, including comprehensive provision of technical and administrative services for the proposed work = 15/15 points.</li> <li>• Good = the Bidder’s approach proposes one (1) specific measure aimed at achieving results and demonstrates the meaningful technical contribution to the proposed work = 13/15 points.</li> <li>• Minimal = the Bidder’s approach proposes one (1) specific measure aimed at achieving results but does not demonstrate the meaningful contribution to the proposed work = 9/15 points.</li> <li>• Poor = the Bidder’s approach proposes measures aimed at affording economic opportunities to Nunavut Land Claims beneficiaries and Nunavut Land Claims businesses; however, specific approaches or portions of the work are not described = 7/15 points.</li> <li>• Not Addressed / Unsatisfactory = the Bidder’s approach does not propose measures for enhancing participation of Nunavut Land Claims beneficiaries or Nunavut Land Claim businesses = 0/15 points.</li> </ul>		

<b>Total Point-Rated R1-R3</b>	<b>/100</b>	<b>BIDDERS MUST ACHIEVE A MINIMUM SCORE OF 70% (70/100) OVERALL ON POINT-RATED CRITERIA R1-R3, IN ORDER TO BE EVALUATED ON THE BASIS OF THEIR FINANCIAL PROPOSAL.</b>
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## **SELECTION AND EVALUATION CRITERIA**

### **4.0 PASS-MARK**

In order to be judged acceptable, proposals must meet all the mandatory requirements and must achieve a pass-mark of 70% in the evaluation of rated requirements.

### **5.0 FINANCIAL PROPOSAL**

1. Bidders meeting ALL Mandatory Requirements and evaluated on the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal.
2. The Financial Evaluation will be carried out by the Contracting Authority independent of the Evaluation Committee responsible for rating the Technical Proposal. Financial Proposals will be evaluated based on the methodology detailed below.
3. All of the information required in this section MUST appear in the Bidder's Financial Proposal ONLY. The Bidder's Financial Proposal MUST be submitted in a separate attachment from the Bidder's Technical Proposal. The Bidder's failure to comply with this condition will result in the Bidder's Proposal being declared non-compliant and being given no further consideration.
4. Failure on the part of the Bidder to provide the information required within the Financial Proposal Tables will result in Canada deeming the Bidder's Proposal to be non-compliant, with the Proposal being given no further consideration by Canada.

### **6.0 BASIS OF SELECTION**

Only compliant Proposals will be considered.

The total price for Year 1 to Year 5 submitted in each acceptable proposal will be divided by its respective rating technical score and the proposal offering the lowest cost per point will be deemed to represent best value to the Department.

## ARTICLES OF AGREEMENT

**Contract Number** 01-13-0002

**File Number** 1632-11/01-13-0002

**These Articles of Agreement** are made as of **Upon Award, between Her Majesty The Queen** in right of Canada (referred to in the Contract as "Her Majesty") represented by the Minister of Indian Affairs and Northern Development (referred to in the Contract as the "Minister")

and

**To be determined at contract award**

**[Street Address]**

**[City] , QC [Postal Code]**

(referred to in the Contract as the "Contractor").

Her Majesty and the Contractor agree as follows:

### **A1 CONTRACT**

- 1.1 The following documents and any amendments relating thereto form the Contract between Her Majesty and the Contractor:
  - 1.1.1 these Articles of Agreement;
  - 1.1.2 the document attached hereto as Appendix "A" and titled "General Conditions", referred to herein as the General Conditions;
  - 1.1.3 the document attached hereto as Appendix "B" and titled "Supplementary Conditions", referred to herein as the Supplementary Conditions;
  - 1.1.4 the document attached hereto as Appendix "C" and titled "Terms of Payment", referred to herein as the Terms of Payment;
  - 1.1.5 the document attached hereto as Appendix "D" and titled "Statement of Work", referred to herein as the Statement of Work
  - 1.1.6 the document attached hereto as Appendix "E" and titled "Intellectual Property", referred to herein as the Intellectual Property.
- 1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

### **A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK**

- 2.1 The Contractor shall, between the date of these Articles of Agreement and **completion date**, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

**ARTICLES OF AGREEMENT**

**A3 CONTRACT AMOUNT**

3.1 Subject to the terms and conditions of this Contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor:

3.1.1 the sum of **N/A**.

3.1.2 a sum not to exceed **\$0.00**.

**A4 APPROPRIATE LAW**

4.1 This Contract shall be governed by and construed in accordance with laws in force in the **[Province/Territory of Work]** and the laws of Canada as applicable.

**A5 DEPARTMENTAL REPRESENTATIVE**

5.1 For the purpose of the Contract, the Minister hereby designates **[To be determined at contract award]**, as the Departmental Representative.

This Contract has been executed on behalf of the Contractor and on behalf of Her Majesty the Queen in right of Canada by their duly authorized officers.

**SIGNED, SEALED AND DELIVERED**

by \_\_\_\_\_ [Signing Authority Name] , [Signing Authority Title]

in the presence of \_\_\_\_\_

Date \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**

by \_\_\_\_\_ the Contractor

in the presence of \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX "A"**  
**GENERAL CONDITIONS**

**GC1 INTERPRETATION**

1.1 In the Contract,

1.1.1 "Contract" means the Contract documents referred to in the Articles of Agreement;

1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;

1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;

1.1.4 "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract;

1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;

1.1.6 "prototypes" includes models, patterns and samples;

1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

**GC2 SUCCESSORS AND ASSIGNS**

2.1 The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

**GC3 ASSIGNMENT**

3.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

3.2 No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.

**GC4 TIME OF THE ESSENCE**

4.1 Time is of the essence of the Contract.

4.2 Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

**APPENDIX "A"****GENERAL CONDITIONS**

- 4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, Her Majesty may exercise any right of termination contained in GC7.

**GC5 INDEMNIFICATION**

- 5.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, error, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.2 The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 5.3 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

**GC6 NOTICES**

- 6.1 Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile, electronic mail or other means of electronic transmission, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile, electronic mail or other means of electronic transmission, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

**GC7 TERMINATION OR SUSPENSION**

- 7.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.

**APPENDIX "A"****GENERAL CONDITIONS**

- 7.2 All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 7.3 In addition to the amount which the Contractor shall be paid under GC7.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 7.4 Payment and reimbursement under the provisions of GC7 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 7.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 7.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC7 except as expressly provided therein.

**GC8 TERMINATION DUE TO DEFAULT OF CONTRACTOR**

- 8.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:
- 8.1.1 the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
- 8.1.2 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- 8.2 In the event that Her Majesty terminates the work in whole or in part under GC8.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.
- 8.3 Upon termination of the work under GC8.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

**APPENDIX "A"****GENERAL CONDITIONS**

- 8.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 8.5 If, after the Minister issues a notice of termination under GC8.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC7.1 and the rights and obligations of the parties hereto shall be governed by GC7.

**GC9 ACCOUNTS AND AUDITS**

- 9.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 9.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.
- 9.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

**GC10 CONFLICT OF INTEREST**

- 10.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to the Departmental Representative.

**GC11 CONTRACTOR STATUS**

- 11.1 This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel are engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

**GC12 WARRANTY BY CONTRACTOR**

- 12.1 The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 12.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation.

**APPENDIX "A"**  
**GENERAL CONDITIONS**

**GC13 AMENDMENTS**

13.1 No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

**GC14 ENTIRE AGREEMENT**

14.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.



**APPENDIX "B"****SUPPLEMENTARY CONDITIONS****SC1 RELEASE AND DISCLOSURE OF PROPRIETARY, PERSONAL AND THIRD PARTY INFORMATION**

- 1.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract.
- 1.2 The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to an authorized subcontractor information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract.
- 1.3 Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.
- 1.4 Subject to the *Access to Information Act*, R.S.C. 1985, and, to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor including personal and third party information.

**SC2 SALES TAX**

- 2.1 These services are being purchased with public (Canada) funds for the use of a federal government department and as such, with the exception of the province of Quebec, are not subject to the payment of provincial ad valorem sales and consumption taxes levied by the province or territory in which the taxable services are delivered.

**SC3 IDENTIFICATION/ACCESS CARD**

- 3.1 A Contractor who has been issued a departmental Identification/Access Card must return it to the appropriate Security Section upon termination or completion of the Contract services and/or on the date that the card expires.

**SC4 OFFICIAL LANGUAGES**

- 4.1 Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.
- 4.2 Contractors must also respect the right of employees to work in the language of their choice and respect the language(s) of work in each region. To that end, Contractors must be able to provide their services in the working language of each region and in the two official languages of the National Capital Region (NCR). In DIAND, the languages of work in the NCR are English and French; in the Quebec regional office, French; and English in all other departmental regional offices and in the IOGC regional office.

**APPENDIX "B"****SUPPLEMENTARY CONDITIONS****SC5 NON-RESIDENTS WHO PERFORM SERVICES IN CANADA**

- 5.1 The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor identified in said Act and will perform services in Canada. This amount will be held on account with respect to any liability for taxes which may be owed to Canada. In addition, an amount of 9 percent may be withheld for provincial income tax purposes from non-residents providing services in the Province of Quebec.

**SC6 CRIMINAL CODE OF CANADA**

- 6.1 The Contractor certifies that it has not lost capacity to Contract with Her Majesty pursuant to Section 750 of the Criminal Code of the Canada.

**SC7 GENDER-BASED ANALYSIS**

- 7.1 The Contractor shall familiarize itself with the DIAND Gender-Based Analysis Policy <http://www.ainc-inac.gc.ca/ai/gba/gnd-eng.asp> and when performing the Contract Work shall take into account gender considerations described in the DIAND Gender-Based Analysis Policy that are applicable to the Contract Work. The Contractor may consult with the Departmental Representative with respect to the DIAND Gender-Based Analysis Policy in order to ensure compliance with the DIAND Gender-Based Analysis Policy.
- 7.2 Where applicable, DIAND will conduct a gender-based analysis in accordance with the DIAND Gender-Based Analysis Policy. The Departmental Representative will inform the Contractor of any gender equality issues that arise as a direct result of the Contract Work.
- 7.3 If the Contractor becomes aware of any gender equality issues that have not been identified through a gender-based analysis conducted by DIAND, the Contractor shall inform the Departmental Representative in writing and in a timely fashion.

**SC8 CERTIFICATION - CONTINGENCY FEES**

- 8.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 8.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
- 8.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract or recover from the Contractor by way of reduction to the Contract price or otherwise the full amount of the contingency fee.
- 8.4 In this section:
- 8.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.
- 8.4.2 "employee" means a person with whom the Contractor has an employer/employee relationship.

**APPENDIX "B"****SUPPLEMENTARY CONDITIONS**

8.4.3 "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

**SC9 FORMER PUBLIC SERVANTS**

9.1 It is a term of the Contract:

9.1.1 that the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;

9.1.2 that the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based, and

9.1.3 that the Contractor has informed the Departmental Representative of any exemption in respect of the abatement of a Contract fee received by the Contractor under the Early Departure Incentive Program Order.

**SC10 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) PROGRAM**

10.1 The Contractor's GST/HST number is [GST/HST Number]

**SC11 PERSONNEL REPLACEMENT AND SUBSTITUTIONS**

11.1 The Contractor shall provide the services of the personnel named in their proposal to perform the Work, unless the Contractor is unable to do so for reasons beyond his/her control.

11.2 Should the Contractor at any time be unable to provide the services of the resource(s) named in their proposal, the Contractor shall be responsible for providing replacement personnel at the same cost, who shall be of similar or greater ability or attainment, and whom shall be acceptable to the DIAND Departmental Representative.

11.3 In advance of the date upon which any replacement resources are to commence work, the Contractor shall notify the DIAND Departmental Representative, in writing, of the reason for the unavailability of their named resource(s). The Contractor shall then provide to the DIAND Departmental Representative the name(s) and detailed curriculum vitae (c.v.) of the qualifications and experience of the proposed replacement resource(s).

11.4 As applicable, proposed replacement resources will be evaluated by DIAND on the basis of the evaluation criteria included within the Request for Proposals document(s). Proposed replacement resources must receive the same or higher score on the point-rated criteria as the resource whom they are proposed to replace. Should the proposed replacement resource(s) not meet or exceed the ability/attainment of the resource(s) whom they are proposed to replace, DIAND reserves the right to refuse the proposed replacement resource(s).

11.5 Under no circumstances shall the Contractor allow performance of the services by replacement resources that have not been duly authorized by the DIAND Departmental Representative.

**APPENDIX "B"****SUPPLEMENTARY CONDITIONS**

- 11.6 DIAND reserves the right to direct the Contractor to undertake replacements of his or her personnel should deployed Contractor personnel not meet (in DIAND's exclusive opinion) the Department's skills and abilities expectations. Contractor personnel substitutions made by the Contractor may only be undertaken with the express and prior written authorization of the DIAND Departmental Representative.
- 11.7 In any event that the Contractor is unable to provide the services of a resource that is of similar or greater ability or attainment and is acceptable to the DIAND Departmental Representative, DIAND reserves the right to terminate the Contract.

**SC12 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE**

- 12.1 **For the services of an Individual:** No individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply shall derive any direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions; and

that during the terms of the Contract any persons engaged in the course of carrying out this Contract shall conduct themselves in compliance with the principles of the *Conflict of Interest Act*, the *Values and Ethics Code for the Public Service*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* which are the same as those in the *Conflict of Interest and Post-Employment Code for the Public Service*, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

- 12.2 **For the services of a Firm:** It is a term of this Contract that no individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, shall derive any direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.

**SC13 CONTRACTOR'S REPRESENTATION**

- 13.1 The Contractor represents and warrants that in performing the services detailed in this Contract or in performing any work pursuant to this Contract:
- 13.1.1 it shall not infringe or in any manner interfere with the copyright or other proprietary interest of any person, corporation or organization; and
- 13.1.2 it shall obtain an appropriate license or consent from the owner of any copyright or other proprietary interest with respect to the use of such interest to the extent which such license or consent may be required in order to enable it to lawfully perform the said services or work.
- 13.2 The Contractor further recognizes and acknowledges that this Contract neither expressly nor impliedly authorizes it, nor is intended to authorize it, to perform the services or work herein in a manner which constitutes an unlawful use of the copyright or other proprietary interest of any person, corporation or organization.

## **APPENDIX "B"**

### **SUPPLEMENTARY CONDITIONS**

#### **SC14 OPTION TO EXTEND CONTRACT**

- 14.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by two (2) additional one (1) year periods under the same terms and conditions.
- 14.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Contract expiry date.
- 14.3 The Contractor agrees that, during the extended period the Contract, the rates/prices will be in accordance with the provisions of the Contract.

#### **SC15 INTELLECTUAL PROPERTY**

The Department of Indian Affairs and Northern Development has determined that any Intellectual Property arising from the performance of the Work under the Contract will vest in Canada for the following reason: the main purpose of the Contract, or of the deliverables contracted for is to generate knowledge and information for public dissemination.

**APPENDIX "C"**  
**TERMS OF PAYMENT**

**TP1** Payment for the satisfactory performance of the work under this agreement shall be based on:  
Maximum Authorized Fees

\$0.00/month to a maximum of 0 months .....	\$0.00
Maximum GST Payable (5%) .....	\$0.00
<b>Total Maximum Authorized Contract Value .....</b>	<b>\$0.00</b>

**TP2** Administration fees are not reimbursable under this agreement as the time/unit rate(s) and/or fixed fee(s) specified in TP1 are inclusive of all payroll, overhead and administration costs and profits required to complete the Work.

**TP3** This Contract value shall not be exceeded without the approval of the Contract signing authority.

**TP4** Payments in accordance with the Terms of Payment herein will be made to the Contractor upon receipt of invoices therefor approved by the Departmental Representative for satisfactory performance of this agreement. It is understood and agreed that the Departmental Representative shall be the final judge concerning the quality and acceptability of the work.

**TP5** Payment will be issued to the Contractor 30 days after the work (or part thereof, where provided for under TP1) is satisfactorily completed and an invoice received therefor. Where payment is not made within the 30 day payment period, and where the government is responsible for the delay, interest will be paid on the invoice amount at the Bank of Canada rate in effect on the date on which the amount is paid, plus 3%.

**TP6** Interest is payable on acceptable invoices that are not paid within the 30 day payment period. Interest will not be paid on invoices paid within the 30 day payment period. Interest will not be paid on an interim basis; nor will interest be paid on interest charges.

**TP7** The period for which interest will be paid will be from the day after the end of the 30 day payment period to the date that payment is issued. In respect of interest amounts which are less than ten dollars (\$10.00) in value, said interest shall not be paid unless the Contractor so demands by means of written communication to the Departmental Representative. Interest payments in excess of ten dollars (\$10.00) will be paid automatically.

**TP8 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) REGISTRANTS AND NON-REGISTRANTS**

8.1 **GST or HST Registrants:** Any amount levied against Her Majesty in respect of the federal Goods and Services Tax (GST) or Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy shall be paid from the Government of Canada Refundable Advance Account to the Contractor in addition to the amounts paid from the departmental appropriation for the work done. The Contractor agrees to remit the GST or HST to the Canada Customs and Revenue Agency.

or,

**APPENDIX "C"****TERMS OF PAYMENT**

- 8.2 **Non GST or HST Registrants:** Any amount to be levied by a non-GST or HST Registrant against Her Majesty in respect of the federal Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy and the amounts for the work done shall be paid directly from the departmental appropriation to the Contractor.

**TP9 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS****9.1 Progress Payments**

Unless otherwise agreed upon by the Departmental Representative, Progress Payments will be made to the Contractor on a monthly basis upon compliance with the following terms and conditions and in accordance with the Invoicing Instructions specified herein.

**9.2 Progress Claims and Invoicing**

- 9.2.1 **Progress Claims:** Progress Claims, which must include, at a minimum, the following information/documentation, shall be prepared by the Contractor and submitted to the Departmental Representative in accordance with the Invoicing Instructions detailed herein on a monthly basis:

- a) Contractor's Name and Address;
- b) Progress Claim Number;
- c) Contract Number;
- d) Contractor's Report of Progress/Activities;
- e) Period of Work covered by the Progress Claim; and
- f) Description of Expenditures (expenditures shall be claimed in accordance with the Contract Basis and Method of Payment).

**9.2.2 Certificate of Contractor**

It is understood and agreed, that in submitting a Progress Claim, the Contractor is certifying that:

- a) All authorizations required under the Contract have been obtained. The Progress Claim is consistent with the progress of the Work and is in accordance with the terms of the Contract.
- b) Indirect costs have been paid for, or accrued, in the Contractor's accounts.
- c) Direct materials and Work under subcontract have been received, accepted and either paid for, or accrued, in the Contractor's accounts following receipt of invoice from vendors/subcontractors, and have been, or will be, used exclusively for the purpose of the Contract.
- d) All direct labour costs have been paid for, or accrued, in the Contractor's accounts and all such costs were incurred exclusively for the purpose of the Contract.
- e) All other direct costs have been paid for, or accrued, in the Contractor's accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the Contract.
- f) The Contractor has not been given notice of, nor is he/she aware of, any liens, encumbrances, charges or other claims against the Work.

**APPENDIX "C"**  
**TERMS OF PAYMENT**

**9.3 Invoicing Instructions**

9.3.1 On a pre-determined monthly date which has been mutually agreed upon by the parties to the Contract, the Contractor shall submit two (2) copies of their invoice to the Departmental Representative as named in the Contract.

9.3.2 **All invoices for Progress Claims shall be submitted to:**

**To be determined at contract award**

Department of Indian Affairs and Northern Development  
Room - 10 Wellington Street  
Gatineau, Quebec K1A 0H4

9.3.3 Pursuant to paragraph 221 (1) (d) of the *Income Tax Act*, payments made by departments and agencies under applicable service Contracts must be reported on a T1204 supplementary slip. To comply with this requirement, Contractors are required to provide the following information on each invoice:

- a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number or Business Number (BN), as well as the address and the postal code;
- b) the status of the Contractor, i.e. individual, unincorporated business, or corporation;
- c) for individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST) Harmonized Sales Tax (HST) number;
- d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and
- e) the following certification signed by the Contractor or an authorized officer:  
"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, c) or d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

Progress Claim payments will only be made upon receipt and acceptance of the above noted documentation.



**APPENDIX "C.1"**  
**FEE SCHEDULE**

**Media Monitoring Services**

Bidders **MUST** indicate the applicable all-inclusive fixed per month rate based on a 31 days month (CAD), for their proposed Resource(s) during the term of the Contract

<b><u>FS:1</u></b>	<b><u>PER MONTH RATES (CAD)</u></b>				
<b><u>Media Monitoring</u></b>	<b><u>Award to July 31, 2014</u></b>	<b><u>August 1, 2014 to July 31, 2015</u></b>	<b><u>August 1, 2015 to July 31, 2016</u></b>	<b><u>August 1, 2016 to July 31, 2017</u></b> <i>(option year)</i>	<b><u>August 1, 2017 to July 31, 2018</u></b> <i>(option year)</i>
<b><u>Resources</u></b>	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Multiply by 12 months	12	12	12	12	12
Total the year	\$	\$	\$	\$	\$

## **APPENDIX "D"**

### **STATEMENT OF WORK**

#### **SW1 BACKGROUND**

The Communications Division of the Department of Indian Affairs and Northern Development (DIAND), Nunavut Regional Office (NRO) provides media clips and summaries of relevant broadcast media to departmental personnel in order to inform them on developments and activities reported in the media. Within the Communications Division, this media information is used to provide insight into the public environment in an effort to better understand public perceptions and sensitivities around particular issues.

To provide this service to its clients, the Communications Division requires the services of a supplier to monitor and deliver media clips and summaries to the Division on a strict daily schedule.

#### **SW2 OBJECTIVE(S)**

**To provide daily media monitoring coverage and summaries of:**

- 2.1 Regional CBC radio broadcasts (English only) and;
- 2.2 Relevant Northern content of CBC Television's Northbeat (English only).

#### **SW3 SCOPE OF WORK**

The Contractor shall perform the following to the satisfaction of the Departmental Representative:

- 3.1 On a daily basis, monitor and provide a transcript in an electronic format of English CBC Regional radio broadcasts, specifically 06:30, 07:30, 08:30, and 12:30 broadcasts;
- 3.2 On a daily basis, monitor and provide a transcript in an electronic format of the northern content of CBC television's Northbeat news program;
- 3.3 On a daily basis and in a timely fashion email transcripts as set forth in Scope of Work points 3.1 and 3.2 to specified individuals.

#### **SW4 OUTPUT/DELIVERABLES**

The Contractor shall:

- 4.1 On a daily basis, within one (1) hour of the broadcast, provide a transcript as set forth in Scope of Work points 3.1 and 3.2 DIAND Nunavut Regional Office Communications Staff via e-mail attachment in Microsoft Word format (note: Northbeat broadcast summaries can be provided by 12:00 noon the next workday).

#### **SW5 DEPARTMENTAL SUPPORT**

The Departmental Representative will:

- 5.1 Email addresses of specified individuals for inclusion in distribution lists;
- 5.2 Feedback as necessary, i.e. not receiving emails or problems with attachments.

**APPENDIX "D"**  
**STATEMENT OF WORK**

**SW6 CONTRACTOR'S PROPOSAL**

- 6.1 The Contractor's proposal, dated \_\_\_\_\_, insofar as it is not at variance with anything contained in the Contract document, shall apply to and form part of the Contract.

## APPENDIX "E"

### INTELLECTUAL PROPERTY

#### Canada to Own Intellectual Property Rights in Foreground Information

- 01 Interpretation
- 02 Disclosure of Foreground Information
- 03 Canada to Own Intellectual Property Rights in Foreground Information
- 04 License to Intellectual Property Rights in Background Information
- 05 Right to License
- 06 Access to Information; Exception to Contractor Rights
- 07 Waiver of Moral Rights
- 08 License to Intellectual Property Rights in Foreground Information
- 09 No Right for Contractor to Sub-license

#### 01 INTERPRETATION

1. In the Contract,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

**APPENDIX "E"****INTELLECTUAL PROPERTY****02 DISCLOSURE OF FOREGROUND INFORMATION**

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or such earlier time as the Minister or the Contract may require.
2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

**03 CANADA TO OWN INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION**

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)  
or  
© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

3. (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.
- (ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

**APPENDIX "E"****INTELLECTUAL PROPERTY****04 LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN BACKGROUND INFORMATION**

1. The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required in order for Canada to exercise its license in the Intellectual Property Rights in the Foreground Information. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
2. The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
3. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.
4. Notwithstanding subsection 1, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

**05 RIGHT TO LICENSE**

1. The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

**06 ACCESS TO INFORMATION; EXCEPTION TO CONTRACTOR RIGHTS**

1. Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
  - (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
  - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;

**APPENDIX "E"****INTELLECTUAL PROPERTY**

- (c) is independently developed by or for Canada; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

**07 WAIVER OF MORAL RIGHTS**

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

**08 LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION**

1. Subject to subsection 2, if the Contractor wishes to make use of the Foreground Information for purposes of its commercial exploitation or further development, then the Contractor may make a written request for a license to the Minister. Such a request should be made within thirty (30) working days following completion of the Work. The Contractor shall give the Minister an explanation as to why such a license is required. The Minister shall respond in writing to any request for such a license within a reasonable period of time. If the request is refused the response shall provide an explanation for the refusal. Should the Minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and the Minister. It is understood that those terms may include payment of compensation to Canada.
2. Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada, or personal information (as this term is defined in the *Privacy Act* (R.S.C., c. P-21)) collected by the Contractor as part of the Work, then the license referred to in subsection 1 shall be restricted to the Intellectual Property Rights in Foreground Information that are capable of being exploited without the use of such information or data or such personal information.

**09 NO RIGHT FOR CONTRACTOR TO SUB-LICENSE**

1. The Contractor shall not have the right to sub-license or otherwise authorize any party to exercise any of the Intellectual Property Rights in the Foreground Information.

**ANNEX "A"**  
**PRINT AND BROADCAST MEDIA MONITORING REQUIREMENTS**

**Broadcast Media Monitoring**

Monitor the following media with consideration of the key terms specified in Annex "B" Issues of Relevance Media monitoring:

1. Northern content of Iqaluit regional CBC Radio broadcasts (English only), specifically 06:30, 07:30, 08:30, and 12:30 broadcasts and;
2. Northern content of CBC Television's Northbeat (English only) relevant to coverage pertaining to Nunavut territory.



**ANNEX "B"**  
**MEDIA MONITORING SERVICES:**  
**ISSUES OF RELEVANCE TO DIAND**

**Key Terms of concern as they relate to DIAND Policies, Programs, and Services (General)**

- Inuit
- Inuit Nunatta
- Aboriginal Affairs and Northern Development Canada (AANDC)
- Minister, Aboriginal Affairs and Northern Development
- Nutrition North Canada (NNC)
- Food security or food insecurity
- Canadian High Arctic Research Station (CHARS)
- Economic development
- Infrastructure
- Mineral exploration
- Geoscience
- Resource development
- Appointments of individuals to boards
- Arctic security and sovereignty
- Truth and Reconciliation Commission (TRC)
- Residential schools
- Environment and climate change
- Arctic research
- Transportation
- Communications
- Fisheries
- Wildlife management
- Tourism
- Education
- Health and social issues
- Family and women's issues
- Arts, culture and heritage
- Canadian Northern Economic Development Agency (CanNor)

**Aboriginal Organizations and issues of concern as they relate to DIAND Policies, Programs, and Services (General)**

1. Inuit organization leaders
2. Territorial elections
3. Qullit Nunavut Status of Women Women's Association
4. Pauktuutit Inuit Women's Association
5. Accountability/Allegation of financial mismanagement
6. Inuit Learning and Development Pilot Project
7. Federal Youth Internship Program (YIP)
8. Residential Schools Litigation
9. Nunavut Tunngavik Inc. Litigation
10. Annual Assemblies and special Assemblies (i.e. Canadian Federation of Municipalities)
11. Government-to-government transfer system
12. Investing in Aboriginal Education/Training
13. Investing in the well-being in Children and Families
14. Investing in Inuit Youth
15. Addressing key health/disease concerns

**Evolution of Public Government**

- Devolution
- Government of Nunavut
- Infrastructure
- Communications Infrastructure
- Housing
- Northern Strategy

**ANNEX "B"**  
**MEDIA MONITORING SERVICES:**  
**ISSUES OF RELEVANCE TO DIAND**

- Sovereignty
- Military activities
- Parks and protected areas
- Heritage and archaeological sites
- Arctic Council
- Munk-Gordon Forum on Arctic Security

**Nunavut Land Claims Agreement - Institutions of Public Government**

- The Nunavut Act
- Nunavut Land Claims Agreement (NLCA)
- Nunavut Land Claims Agreement Act (NCLAA)
- Nunavut Surface Rights Tribunal
- Nunavut Surface Rights Tribunal Act
- Nunavut Impact Review Board (NIRB)
- Nunavut Wildlife Management Board (NWMB)
- Nunavut Planning Commission (NPC)
- Nunavut Water Board
- Hunters and Trappers Organization (HTO)
- Nunavut Tourism

**Progress on Regional Land Claims, Self-Government Implementation**

- Nunavut Tunngavik Inc. (NTI)
- Nunavut General Monitoring Plan (NGMP)
- Qikiqtani Inuit Association (QIA)
- Kivalliq Inuit Association (KIA)
- Kitikmeot Inuit Association (KIA)
- Inuit Tapiriit Kanatami (ITK)
- Inuvialuit Settlement Region
- Eeyou Marine Region Land Claims Agreement
- Nunavik Inuit Land Claims Agreement
- Nunavik Marine Region Planning Commission
- The Environmental Impact Review Board (Northwest Territories)
- Mackenzie Valley Environmental Impact Review Board
- Yukon Environmental and Socio-economic Assessment Act

**Public Service Renewal**

- Government restructuring
- Client Service (Federal)

**Environmental and Regulatory Board, Agencies and Issues**

- Beverly and Qamanirjuaq Caribou Management Board
- Perry Caribou
- Caribou (general)
- Aboriginal and Northern Community Action Program (ANCAP)
- Canadian Parks and Wilderness Society (CPAWS)
- Northern Contaminants Program (NCP)
- Contaminated Sites
- Distant Early Warning Line
- Canadian Arctic Resources Committee (CARC)
- Contaminants

**ANNEX "B"**  
**MEDIA MONITORING SERVICES:**  
**ISSUES OF RELEVANCE TO DIAND**

- Land use planning
- Water quality/monitoring
- Freshwater
- Freshwater fish
- Freshwater invertebrates
- Snow and Ice
- Marine and coastal environment (i.e. oil spills, erosion, acidification, accidents, marine traffic)
- Marine fish
- Marine invertebrates
- Marine mammals
- Avian wildlife
- Terrestrial wildlife
- Polar bears
- Species at risk
- Landforms and soils
- Geology
- Bedrock surficial, geochemical, geophysical
- Vegetation
- Vegetation speies at risk
- Weather
- Insects/Invertebrates
- Air quality
- Noise
- Crime
- Energy Use, production and supply
- Economy
- Employment
- Environmental protection (general)
- Southampton Island caribou herd
- Arctic Marine Habitat and wildlife
- Environmental assessment
- Canadian Environmental Assessment Act (CEAA)
- Canadian Environmental Protection Act (CEPA)
- Infrastructure development and impacts on the environment
- Seismic exploration
- Land Ownership

**Northern Environmental Assessment**

- Mackenzie Valley
- Yukon Environmental and Socio-economic Assessment

**Government Policy and Programs (General)**

- Bill C-47, Northern Jobs and Growth Act
- Bill C-10, Safe Streets and Communities Act
- Aboriginal taxation (general)
- Federal Budget

**ANNEX "B"**  
**MEDIA MONITORING SERVICES:**  
**ISSUES OF RELEVANCE TO DIAND**

**Economic Development/Infrastructure**

- Northern Economic Development Program
- Environmental industries
- Entrepreneurship
- Infrastructure Program
- Innovation and Knowledge fund

**Resource Development and Oil and Gas (Firms, Major Projects)**

- Geoscience Forum
- Oil and Gas (general)
- Agnico-Eagle Inc.
- AREVA Resources Canada Inc.
- ArcelorMittal S.A.
- Baffinland Iron Mines Corporation
- Canada Coal Inc.
- Canada Nickel Corp.
- Iron Ore Holdings LP
- Hope Bay Mining Ltd.
- Peregrine Diamonds Ltd
- Sabina Gold & Silver Corp.
- Shear Diamonds Ltd.
- MMG Resources Inc.
- Xstrata Zinc Canada
- Jericho Mine
- Mary River Project
- Meadowbank
- Meliadine
- Doris
- Kiggavik
- High Lake
- Izoc Lake
- Back River
- Hackett River

**Other**

- Consultation with Inuit
- Indigenous Peoples
- Public Consultation (general)
- Consultation on Northern Strategy
- Crown fiduciary obligations
- Post Secondary Education
- Traditional land use areas
- Inuit Organization Support Funding
- International Polar Year (IPY)
- Housing
- Waste Water and Sewage
- Municipal Infrastructure
- Suicide
- Inuit/Aboriginal Education
- Inuktitut Language Revitalization

**ANNEX "C"**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

\_\_\_\_\_

Corporate Name of Recipient of this Submission

for: \_\_\_\_\_

Name and Number of Bid and Project

in response to the call or request (hereinafter "call") for bids made by:

\_\_\_\_\_

Name of Tendering Authority

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_

Corporate Name of Bidder or Tenderer (hereinafter "Bidder")

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a) has been requested to submit a bid in response to this call for bids;
  - b) could potentially submit a bid in response to this call for bids based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
  - a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

**ANNEX "C"**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a bid; or
  - d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

---

Printed Name and Signature of Authorized Agent of Bidder

---

Position Title

---

Date

