



November 22, 2013

20-13-0155

## 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:

### **Secretariat Support Services to the Arctic Council's Sustainable Development Working Group**

The proposal shall be in accordance with the requirements of the attached Instructions to Bidders, Mandatory Requirements, Proposal Evaluation Criteria and Selection Methodology, Articles of Agreement, General Conditions, Supplementary Conditions, Terms of Payment, 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) must 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 per diem 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 per diem rate(s) 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 (GST) 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).

Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) shall be delivered to the following address, on or before **15:00 hrs, Eastern Daylight Time (EDT), January 8, 2014:**

## LETTER OF INVITATION

**Mailing Address:**

Department of Indian Affairs and Northern Development  
c/o Heritage Canada  
15 Eddy Street  
2nd Floor Mailroom 2F1  
Gatineau, Quebec K1A 0M5

**Location:**

Heritage Canada (Acting as the Bid Receiving Agent on behalf of DIAND)  
15 Eddy Street  
2nd Floor Mailroom 2F1  
Gatineau, Quebec K1A 0M5

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

Due to enhanced security measures for visitors to the building, the Procurement Officer has made the necessary arrangements with the building security/Commissionaires to allow Bidders, who choose to deliver their proposals by hand, access to the above location address during normal business hours (8:00 am to 4:00 pm). Proposals that are sent in by mail or by courier are routed through the Departmental Mail Room.

Proposals submitted by facsimile, electronic mail or by other means of electronic transmission shall not be accepted. However, proposals may be amended by facsimile or electronic means if such amendment is received prior to the closing date and time set herein for receipt of proposals.

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 819-953-7721, or by e-mail at [Veronique.Larose@aandc-aadnc.gc.ca](mailto:Veronique.Larose@aandc-aadnc.gc.ca). Enquiries and other communications are not to be directed to any other government official(s).

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:

RFP PACKAGE CONTENTS	
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 Appendix A : General Conditions Appendix B : Supplementary Conditions Appendix C : Terms of Payment Appendix D : Statement of Work Appendix E : Intellectual Property Appendix F : Travel Expenses Information	This material is provided for your information only. It details the specific Contract/Standing Offer Agreement/Supply Arrangement 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.
Annex A :	Certificate of Independent Bid Determination
Annex B :	Basis of Payment, Pricing Schedule
Annex C :	Certifications
	Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".  Bidders must complete and submit, as part of their financial proposal package, the Basis of Payment, Pricing Schedule attached hereto as Annex "B".  Bidders must complete, sign and submit, as part of their technical proposal package, the Certifications 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. **Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) must be delivered on or before the date and time stipulated in the Letter of Invitation.** Electronically transmitted bids will not be accepted.

## INSTRUCTIONS TO BIDDERS

### 4. Tender Envelope Submissions

Bidders must clearly identify, on the envelope containing their Technical Proposal, the following:

#### **Technical Proposal**

- RFP Number: 20-13-0155
- Project Name: Secretariat Support Services to the Arctic Council's Sustainable Development Working Group
- Closing Date: January 8, 2014
- “*Tender Documents Enclosed*”
- *Bidders Name and Address*

Bidders must clearly identify, on the envelope containing their Financial Proposal, the following:

#### **Financial Proposal**

- RFP Number: 20-13-0155
- Project Name: Secretariat Support Services to the Arctic Council's Sustainable Development Working Group
- Closing Date: January 8, 2014
- “*Tender Documents Enclosed*”
- *Bidders Name and Address*

### 5. 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.

### 6. 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.

### 7. 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.

### 8. 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

### 9. 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 819-953-7721 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.

### 10. 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:

- 10.1 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;
- 10.2 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
- 10.3 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.

### 11. Bid Validity Period

- 11.1 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- 11.2 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.
- 11.3 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.
- 11.4 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.

### 12. Receipt and Custody of Proposals

- 12.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.

## INSTRUCTIONS TO BIDDERS

- 12.2 Proposals received after the closing time will not be considered and will be returned unopened to the sender.
- 12.3 Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned.
- 12.4 All proposals as described in 12.3 above are subject to the provisions of the *Access to Information Act*.

### 13. Compliance with Request for Proposals Instructions, Clauses and Conditions and Resulting Service Contract/Standing Offer Agreement/Supply Arrangement 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/Standing Offer Agreement/Supply Arrangement. Proposals not in compliance with this requirement will be deemed to be non-compliant and given no further consideration.

### 14. Cost Limitations

- 14.1 **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.
- 14.2 **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.

### 15. Basis of Fees and Cost Quotation

- 15.1 The price(s) quoted in the financial proposal must be expressed in terms of fixed per diem rate(s) for each member of the project team - if applicable - assigned to perform the Work under the Contract. The percentage of time each team member will contribute in the performance of all the Work under the Contract must be indicated.
- 15.2 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.
- 15.3 The fixed hourly rate(s) will be inclusive of all payroll, overhead costs and profits required to complete the Work (Note: fixed hourly rate(s) are not to be quoted as ranges).

### 16. 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.

## INSTRUCTIONS TO BIDDERS

### 17. Option to Extend Contract

- 17.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract as per the Annex "B", Basis of Payment, Pricing Schedule, under the same terms and conditions.
- 17.2 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.
- 17.3 The Contractor agrees that, during the extended period the Contract, the rates/prices will be in accordance with the provisions of the Contract.

### 18. Intellectual Property

The Department of Indian Affairs and Northern Development has determined that there is no Intellectual Property arising from the performance of the Work under the Contract.

### 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.

### 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 819-953-7721, 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).

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

## **INSTRUCTIONS TO BIDDERS**

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.



## SELECTION AND EVALUATION CRITERIA

### 1. SELECTION AND EVALUATION METHODOLOGY

- 1.1 Four (4) hard copies of the Bidder's Technical Proposal and one (1) hard copies of the Bidder's Financial Proposal **MUST** be delivered to the specified address on or before the date and time as stipulated in the Letter of Invitation. Electronically transmitted bids will not be accepted.
- 1.2 Bidders **MUST** ensure that their Proposal provides sufficient evidence for Canada 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 Canada to complete its evaluation.
- 1.3 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 Evaluation Committee.
- 1.4 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.
- 1.5 Experience gained during formal education **will not** be considered work experience. All requirements for work experience **MUST** have been obtained in a professional work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.
- 1.6 **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.
- 1.7 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 Contract. No prior knowledge of or experience with the Bidder on the part of the Evaluation Committee will be taken into consideration.
- 1.8 **Each Proposal will be evaluated separately**, against the Mandatory Requirements and Point-Rated Criteria. The Selection and Evaluation Process for Proposals consists of the following stages:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. Proposals that have obtained the required minimum pass-mark of 35 points (49%) overall for the technical criteria rating will be evaluated on the basis of their Financial Proposal. (The rating is performed on a scale of 72 points.)

**Bidders failing to meet the requirements at any stage will be deemed to be non-compliant at that stage and will be given no further consideration.**

## SELECTION AND EVALUATION CRITERIA

### Definitions

The following definitions apply to the Criteria below:

“**Must**” refers to a requirement. Failure on the part of the Bidder to provide the information or demonstrate it meets a requirement expressed by “**Must**” within its Proposal, will result in the Proposal being deemed non-compliant and no further consideration given.

“**Should**” refers to a desired element. Failure on the part of the Bidder to provide the information requested by “**should**” within its proposal or to demonstrate that it meets the element expressed by “**should**” may result in the Bidder receiving less than full points on the Point-Rated Criteria. Bidders are encouraged to address elements expressed by “**should**”.

### A.1 MANDATORY REQUIREMENTS

Bidders’ proposals must meet all Mandatory Requirements for the proposal to be considered for further evaluation. Failure on the part of the Bidder to meet any one (1) of these requirements will result in their proposal being deemed non-compliant, with the proposal being given no further consideration. Each mandatory technical criterion must be addressed separately.

Bidders must complete, sign and submit, as part of their technical proposal package the following:

1. **Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".**

The Department require only one resource to perform the work.

MANDATORY CRITERIA	PAGE #	PASS	FAIL
M1. The proposed resource <b>Must</b> demonstrate experience facilitating groups of at least 10 people to build voting consensus on a minimum of three (3) separate projects within the last five (5) years.			
M2. The proposed resource <b>Must</b> demonstrate three (3) or more years of experience in the past ten (10) years working with indigenous/Aboriginal organizations.			
M3. Proposed Resource has earned a Bachelor’s degree from a recognized university. A copy of the university degree or an official transcript with the university seal <b>Must</b> be provided.			
M4. Proposed Resources <b>Must</b> include within their bid one (1) completed M4 Reference Form, with affirmative responses, completed by the proposed resource.			
M5. Proposed Resources <b>Must</b> include within their bid two (2) M5 Reference Forms, completed by two (2) different, impartial references. The M5 Reference Form <b>Must</b> affirm that the Proposed Resource satisfactorily managed a project of at least six (6) months in duration, within the last five (5) years, with “yes” answers to each and every question. The Reference Forms <b>Must</b> be for two separate projects.			

**SELECTION AND EVALUATION CRITERIA**

**Form M4: Reference Form**

<b>M4 REFERENCE FORM</b>		<b>Proposed Resource Name:</b>	
I certify that I possess individual proficiency in...			
...written comprehension of English and French.		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No	
...oral comprehension of English and French.		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No	
...reading comprehension of English and French.		<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No	
<b>Signature</b>	_____		
<b>Date</b>	_____		

**SELECTION AND EVALUATION CRITERIA**

**Form M5: Reference Form**

<b>M5 REFERENCE FORM</b>	
<b>Project Summary:</b>	
<b>Proposed Resource Name:</b>	
<b>Project Name (and #, if applicable):</b>	
<b>Name of Firm that worked on and invoiced the Project (if applicable):</b>	
<b>Duration of Project:</b>	
Please respond <b>Yes</b> or <b>No</b> to each of the following:	
<b>1. Did the Proposed Resource meet the following critical factors?</b>	
a. Completed the Project on time:	<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
b. Stayed within Budget:	<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
c. Met all the project objectives:	<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
d. Complied with the terms of the Statement of Work, job description, or project parameters:	<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No
<b>2. Was the Proposed Resource primarily responsible for...</b>	
a. ...directly managing the Project?	<input type="checkbox"/> Yes <b>OR</b> <input type="checkbox"/> No

**SELECTION AND EVALUATION CRITERIA**

<b>3. Did the Proposed Resource provide...</b>	
a. ...professional, relevant, and timely oversight demonstrating critical thinking?	( <input type="checkbox"/> ) Yes <b>OR</b> ( <input type="checkbox"/> ) No
b. ...corrective or preventive action when events complicated established plans?	( <input type="checkbox"/> ) Yes <b>OR</b> ( <input type="checkbox"/> ) No
c. ...quality and complete deliverables?	( <input type="checkbox"/> ) Yes <b>OR</b> ( <input type="checkbox"/> ) No
d. ...accurate and relevant services in respect of the scope of the project?	( <input type="checkbox"/> ) Yes <b>OR</b> ( <input type="checkbox"/> ) No
<b>4. Would you retain the services of this Proposed Resource again?</b>	( <input type="checkbox"/> ) Yes <b>OR</b> ( <input type="checkbox"/> ) No
<b>5. Did the Proposed Resource demonstrate proficiency with word processing and spreadsheet software?</b>	( <input type="checkbox"/> ) Yes <b>OR</b> ( <input type="checkbox"/> ) No
<b>6. As the "Referrer" providing this reference, I have read the Project Summary attached to this Reference form, and agree with the description of the work conducted by the Proposed Resource for the project.</b>	( <input type="checkbox"/> ) Yes <b>OR</b> ( <input type="checkbox"/> ) No
Please complete and sign the following:	
<b>Client Reference Name:</b>	_____
<b>Title:</b>	_____
<b>Organization Name:</b>	_____
<b>Telephone:</b>	_____
<b>Fax Number:</b>	_____
<b>Email Address:</b>	_____
<b>Signature:</b>	_____
<b>Date:</b>	_____

## SELECTION AND EVALUATION CRITERIA

### A2. RATED REQUIREMENTS

Proposals meeting **ALL** mandatory requirements will be evaluated and point-rated against the following point-rated criteria, using the evaluation factors and weighting indicators specified for each criterion. Evaluation in response to these criteria is based on a "rules of evidence" approach; that is, the DIAND Evaluation Committee may only evaluate a Bidder on the basis of the contents of the Bidder's submitted proposal, and **NOT** on any prior knowledge or experience with the Bidder or the Bidder's work. It is the responsibility of the Bidder to ensure the completeness, clarity, and provision of sufficiently detailed evidence to enable the DIAND Evaluation Committee to evaluate the Bidder's proposal on basis of the criteria contained within.

Information that is only a repetition, paraphrasing or other re-wording of information in this RFP will result in a score of 0 for that Evaluation Factor Point-rated Criterion, as applicable.

Bidders **MUST** achieve a minimum percentage score of 49% overall on point-rated criteria R1-R7 in order to be evaluated on the basis of their Financial Proposal for the work stream.

RATED CRITERIA	TOTAL SCORE	MINIMUM SCORE	MINIMUM SCORE (%)
R-1.Demonstrated knowledge and work experience in the areas of the human dimension of the Arctic and sustainable development.	5	0	0%
R-2.Demonstrated experience in facilitating discussions and building consensus in large groups with diverse perspectives.	15	8	53%
R-3.Demonstrated experience in project management, including having received training in administration or project management, delivered by a third-party institution.	10	3	30%
R-4.Knowledge of and experience in multilateral organizations as well as experience in working with intergovernmental organizations.	15	8	53%
R-5.Demonstrated experience in website maintenance and knowledge of graphic design tools (the products of which are accessible to Adobe Acrobat Reader), and knowledge of online collaboration tools.	12	7	58%
R-6.Submission of a quality proposal with a format and clarity that facilitates a clear and straightforward evaluation based on the information requested.	5	3	60%
R-7.Submission of a writing sample in English, written by the proposed resource, that is between 500 and 750 words and demonstrates the proposed resource's ability to write clearly, succinctly, and in a professional manner on a subject chosen by the proposed resource. The sample must be provided in paper and electronic format, accessible by Microsoft Windows 2007.	10	6	60%
<b>Total</b>	<b>72</b>	<b>35</b>	<b>49%</b>

**SELECTION AND EVALUATION CRITERIA**

**RATED CRITERIA – SCORING TABLE**

<b>No.</b>	<b>RATED CRITERION</b>	<b>EVALUATION FACTORS</b>	<b>PAGE NUMBERS AND COMMENTS</b>	<b>SCORE</b>
R-1	Demonstrated knowledge and work experience in the areas of the human dimension of the Arctic and sustainable development.	<p><b>5 points</b></p> <p>The response demonstrates direct, first-hand knowledge and significant work experience in the areas of the human dimension of the Arctic and sustainable development, including experience working in the North.</p> <p><b>3-4 points</b></p> <p>The response demonstrates direct, first-hand knowledge and some work experience in the areas of the human dimension of the Arctic and sustainable development.</p> <p><b>1-2 points</b></p> <p>The response demonstrates indirect, secondhand knowledge and little work experience in the areas of the human dimension of the Arctic and sustainable development.</p> <p><b>0 points</b></p> <p>The response demonstrates little to no knowledge and little to no work experience in the areas of the human dimension of the Arctic and sustainable development.</p>		/5
R-2	Demonstrated experience in facilitating discussions and building consensus in large groups with diverse perspectives.	<p><b>12-15 points</b></p> <p>The response demonstrates significant facilitation experience and consensus building in groups of over 20 people from three or more different national and three or more linguistic backgrounds.</p> <p><b>8-11 points</b></p> <p>The response demonstrates facilitation experience and</p>		/15

**SELECTION AND EVALUATION CRITERIA**

		<p>consensus building in groups of between 10-20 people from up to two different national and up to two linguistic backgrounds</p> <p><b>4-7 points</b></p> <p>The response demonstrates limited facilitation experience and consensus building in groups of at least 10 people from different national from similar national and linguistic backgrounds.</p> <p><b>0-3 points</b></p> <p>The response demonstrates little to no facilitation experience and consensus building in groups of less than 10 people from similar national and linguistic backgrounds.</p>		
R-3	<p>Demonstrated experience in project management, including having received training in administration or project management, delivered by a third-party institution.</p>	<p><b>9-10 points</b></p> <p>The response demonstrates significant experience, including certification in project management or administration, delivered by a third party institution.</p> <p><b>6-8 points</b></p> <p>The response demonstrates some experience in project management, including some or partial training in administration or project management, delivered by a third-party institution.</p> <p><b>3-5 points</b></p> <p>The response demonstrates some experience in project management, with no training in administration or project management, as delivered by a third party institution.</p> <p><b>0-2 points</b></p> <p>The response demonstrates little to</p>		/10



**SELECTION AND EVALUATION CRITERIA**

		no experience in project management, with no training in administration or project management, as delivered by a third party institution.		
R-4	Knowledge of and experience in multilateral organizations as well as experience in working with intergovernmental organizations.	<p><b>12-15 points</b></p> <p>The response demonstrates direct knowledge and significant experience in multilateral organizations, as well as experience working with or for multiple intergovernmental organizations, as defined by the Yearbook of International Organizations.</p> <p><b>8-11 points</b></p> <p>The response demonstrates indirect knowledge and significant experience in multilateral organizations, as well as experience working with or for a single intergovernmental organization, as defined by the Yearbook of International Organizations.</p> <p><b>4-7 points</b></p> <p>The response demonstrates indirect knowledge and some experience in multilateral organizations, as well as experience working with at least one intergovernmental organization, as defined by the Yearbook of International Organizations.</p> <p><b>0-3 points</b></p> <p>The response demonstrates little to no knowledge or experience in multilateral organizations, as well as little to no experience with intergovernmental organizations.</p>		/15
R-5	Demonstrated experience in website	<p><b>10-12 points</b></p> <p>The response demonstrates</p>		/12

**SELECTION AND EVALUATION CRITERIA**

	<p>maintenance and knowledge of graphic design tools (the products of which are accessible to Adobe Acrobat Reader), and knowledge of online collaboration tools.</p>	<p>significant experience with website maintenance, including liaison with webmasters, oversight of web servers, hardware, and software, some website design and testing, correspondence with users, and analysis of web traffic and analytics. The response demonstrates significant knowledge of graphic design tools, including a vector graphics editor. The response demonstrates significant and direct knowledge of online collaboration tools, including social media applications and platforms that enable content and document management over internet and intranet.</p> <p><b>7-9 points</b></p> <p>The response demonstrates experience with website maintenance, including liaison with webmasters, hardware, and software, some website design and testing, correspondence with users, and analysis of web traffic and analytics. The response demonstrates knowledge of graphic design tools. The response demonstrates knowledge of online collaboration tools, including social media applications and platforms that enable content and document management over internet and intranet.,</p> <p><b>4-6 points</b></p> <p>The response demonstrates limited experience with website maintenance, including liaison with webmasters. The response demonstrates limited knowledge of graphic design tools. The response demonstrates limited knowledge of online collaboration tools, including</p>		
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**SELECTION AND EVALUATION CRITERIA**

		<p>social media applications.</p> <p><b>0-3 points</b></p> <p>The response demonstrates little to no experience with website maintenance. The response demonstrates little to no knowledge of graphic design tools. The response demonstrates little to no knowledge of online collaboration tools, including social media applications.</p>		
R-6	<p>Submission of a quality proposal with a format and clarity that facilitates a clear and straightforward evaluation based on the information requested.</p>	<p><b>5 points</b></p> <p>The formatting and pagination of the proposal is logical, concise, and consistent. Text written by the proposed resource is comprehensible and free of errors related to spelling, grammar, and syntax.</p> <p><b>3-4 points</b></p> <p>The formatting and pagination of the proposal is generally logical and concise, with some inconsistencies. Text written by the proposed resource is comprehensible and avoids major errors related to spelling, grammar, and syntax.</p> <p><b>1-2 points</b></p> <p>The formatting and pagination of the proposal is somewhat logical and somewhat concise, with numerous inconsistencies. Text written by the proposed resource is generally comprehensible but includes numerous errors related to spelling, grammar, and syntax.</p> <p><b>0 points</b></p> <p>The formatting and pagination of the proposal is neither logical nor concise, with numerous inconsistencies. Text written by the proposed resource is unclear and includes numerous errors related to</p>		/5

**SELECTION AND EVALUATION CRITERIA**

		spelling, grammar, and syntax.		
R-7	Submission of a writing sample in English, written by the proposed resource, that is between 500 and 750 words and demonstrates the proposed resource’s ability to write clearly, succinctly, and in a professional manner on a subject chosen by the proposed resource. The sample must be provided in paper and electronic format, accessible by Microsoft Windows 2007.	<p><b>9-10 points</b></p> <p>The writing sample is in English. The writing sample is logical in its use of section titles, layout and/or spacing to separate paragraphs. The meanings of sentences are consistently clear. The writing sample is within the word limit. The writing sample avoids the use of unnecessary text or text that is unnecessarily long and complex. The writing sample uses appropriate vocabulary. The writing sample scores above forty (40) as measured by the Flesch Reading Ease test.</p> <p><b>6-8 points</b></p> <p>The writing sample is in English. The writing sample is generally logical in its use of section titles, layout and/or spacing to separate paragraphs, with some inconsistencies. The meanings of sentences are often clear. The writing sample is within the word limit. The writing sample generally avoids the use of unnecessary text or text that is unnecessarily long and complex. The writing sample uses appropriate vocabulary.</p> <p><b>3-5 points</b></p> <p>The writing sample is in English. The writing sample is illogical in its use of section titles, layout and/or spacing to separate paragraphs. The meanings of sentences are rarely clear. The writing sample is within the word limit. The writing sample contains some unnecessary text or text that is unnecessarily long and complex. The writing sample uses appropriate vocabulary, with some errors.</p>		/10

**SELECTION AND EVALUATION CRITERIA**

		<p><b>0-2 points</b></p> <p>The writing sample is in a language other than English or, being in English, fails to use section titles, layout and/or spacing to logically separate paragraphs. The meanings of sentences are unclear. The writing sample is not within the word limit. The writing sample contains quite a bit of unnecessary text or text that is unnecessarily long and complex. The writing sample fails to use appropriate vocabulary.</p>		
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**A.3 PASS-MARK**

In order to be judged acceptable, proposals must meet all the mandatory requirements and must achieve a pass-mark of 49% in the evaluation of rated requirements.

**A.4 FINANCIAL EVALUATION**

1. The Financial Evaluation will be carried out by the Contracting Authority independent of the Technical Evaluation Team. Financial Proposals will be evaluated based on the methodology detailed below.
2. 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, sealed envelope 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.
3. Failure on the part of the Bidder to provide the information required within the Financial Proposal under the Basis of Payment at Annex “B” will result in DIAND deeming the Bidder’s Proposal to be non-compliant, with the Proposal being given no further consideration by DIAND.
4. Bidders will be evaluated on the basis of their total price, proposed by the Bidder in Annex “B”.
5. The maximum budget available for the Contract resulting from the bid solicitation is as follows:  
A maximum per diem of \$580.00/day. (exclusive of applicable taxes)

(Goods and Services Tax or Harmonized Sales Tax extra, as appropriate). **Bids valued in excess of this amount will be declared non-compliant and be given no further consideration. This disclosure does not commit Canada to pay the maximum funding available.**

**A.5 BASIS OF SELECTION**

- 5.1 Only compliant Proposals will be considered.

**SELECTION AND EVALUATION CRITERIA**

- 5.2 Only Proposals that have met all Mandatory Requirements, and have achieved or exceeded the minimum required pass marks for the Point-Rated Criteria will be considered. All Proposals will be rated on technical acceptability before the price is considered.
- 5.3 Contract will be awarded based on a determination of Best Value taking into account both the technical merit of the Proposals and the Financial Evaluation. To arrive at an overall score achieved by a Bidder, a weighting has been established whereby technical merit will be valued at 90% of the Proposal and price will be valued at 10% of the Proposal. The Bidder will be selected on the basis of the highest combined rating of technical merit and price.
- 5.4 DIAND intends to award one (1) contract a result of this solicitation to the Bidder(s) representing Best Value, as determined in accordance with the Selection and Evaluation Criteria of this RFP. **Best Value shall be defined as the highest Total Scores.**

**EXAMPLE FOR ILLUSTRATIVE PURPOSES ONLY:**

<b>Example of Best Value Determination</b>			
	Bidder 1	Bidder 2	Bidder 3
Technical Points	88	82	76
Price Quoted	\$50.00	\$48.00	\$46.00
<b>CALCULATION</b>			
	Technical Points	Rated Price Points	Total Points
Bidder 1	$\frac{88 \times 90}{88} = 90.00$	$\frac{**46.00 \times 10}{50.00} = 9.2$	99.20
Bidder 2	$\frac{82 \times 90}{88} = 83.86$	$\frac{**46.00 \times 10}{48.00} = 9.58$	93.44
Bidder 3	$\frac{76 \times 90}{88} = 77.73$	$\frac{**46.00 \times 10}{46.00} = 10$	87.73
* Represents the highest technical score ** Represents the lowest priced proposal			

- 5.5 In the event that more than one (1) Proposal receives the same Total Score, of those Proposals, the Proposal with the higher Technical Score over all the Point-Rated Criteria will be considered to represent Best Value.
- 5.6 Canada reserves the right to refuse any and all Proposals received in response to this RFP, without incurring any obligation to any Bidder having responded. Canada reserves the right to award a Contract to the compliant Bidder that best meets the requirements, as described above, without incurring any obligation to any other Bidders having responded to this RFP.
- 5.7 Canada reserves the right to not award a Contract to any compliant Bidder whose Financial Proposal unreasonably exceeds Canada’s Project cost estimate.

## **SELECTION AND EVALUATION CRITERIA**



## ARTICLES OF AGREEMENT

**Contract Number** 20-13-0155

**File Number** 1632-11/20-13-0155

**These Articles of Agreement** are made as of \_\_\_\_\_, **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 identified 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 "Travel Expense Information", referred to herein as the Travel Expense Information

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 **June 30, 2015**, 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 of Ontario and the laws of Canada as applicable.

**A5 DEPARTMENTAL REPRESENTATIVE**

5.1 For the purpose of the Contract, the Minister hereby designates **to be identified 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 INTELLECTUAL PROPERTY**

- 10.1 The Department of Indian Affairs and Northern Development has determined that there is no Intellectual Property arising from the performance of the Work under the Contract.

**SC11 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) PROGRAM**

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

**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.

## **APPENDIX "B"**

### **SUPPLEMENTARY CONDITIONS**

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 OPTION TO EXTEND CONTRACT**

13.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract as per the Annex "B", Basis of Payment, Pricing Schedule, under the same terms and conditions.

13.2 Canada may exercise this option at any time by sending a notice to the Contractor at least thirty (30) calendar days prior to the Contract expiry date.

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

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

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

**As per Annex "B", Basis of Payment, Pricing Schedule.**

Maximum Authorized Fees .....	<b>\$0.00</b>
Actual and reasonable travel expenses for transportation, accommodation, meals and incidentals incurred by the Contractor as may be authorized by the Departmental Representative to a maximum amount of .....	<b>\$0.00</b>
Maximum Authorized Amount for Fees and Expenses .....	<b>\$0.00</b>
Maximum GST or HST Payable .....	<b>\$0.00</b>
<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** **For Contracts with travel expense provisions in TP1 of the Terms of Payment:** The travel and accommodation expenses shall not exceed the charges allowed in the current issue of the Treasury Board Travel Directive as set out in the attached "Travel Expenses Information". These expenses shall be substantiated to the satisfaction of the Departmental Representative with the supporting documents required by the said Directive.

**TP5** 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.

**TP6** 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%.

**TP7** 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.

**TP8** 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.

**APPENDIX "C"****TERMS OF PAYMENT****TP9 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) REGISTRANTS AND NON-REGISTRANTS**

9.1 **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,

9.2 **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.

**TP10 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS****10.1 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.

**10.2 Progress Claims and Invoicing**

10.2.1 **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).

**10.2.2 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.

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

- 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.

**10.3 Invoicing Instructions**

10.3.1 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.

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

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

and must be accompanied by:

- a) a "Progress Claim" (in accordance with the requirements of 10.2.1 above); and
- b) all receipts (for invoices including hospitality, miscellaneous and/or travel expense claims).

10.3.3 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 "D"**

### **STATEMENT OF WORK**

#### **SW1 BACKGROUND**

The Arctic Council is comprised of Canada, Finland, Iceland, the Kingdom of Denmark, Norway, Russia, Sweden, and the United States as well as six international indigenous/Aboriginal peoples' organizations recognized at the Arctic Council as Permanent Participants. Canada is chairing the Arctic Council for the second time since its inception in 1996. The current Canadian Chairmanship commenced in May 2013 and will be for the duration of two years.

During that period, Canada is also chairing the Sustainable Development Working Group (SDWG). The SDWG works on initiatives that provide practical knowledge and contribute to building the capacity of Indigenous Peoples and Arctic communities to respond to challenges and benefit from the opportunities emerging in the Arctic. As with the Arctic Council, the SDWG is focused on continuing to strengthen its work and impact. This requires a continued focus on improving effectiveness and efficiency.

On a strategic level, the SDWG Secretariat provides the Chair with support and advice to ensure timely completion of SDWG activities and initiatives. The Secretariat collaborates with the Chair to promote the involvement of all SDWG participants and facilitates relations with other Arctic Council working groups/external stakeholders.

On a practical level, the Secretariat provides logistical, administrative and technological support to all SDWG participants, including project leads. The Secretariat's role also includes ensuring and enabling collaboration with other Arctic Council Working Group Secretariats on the integration of sustainable development content into cross-cutting activities. The SDWG Secretariat has established a website, the content and technical issues of which are managed entirely by the Secretariat.

The Secretariat plays a vital role in maintaining the SDWG's professionalism and rigour by upholding high standards of writing, administration, logistics and technology. The Secretariat requires extensive project management skills in order to optimize the SDWG's work processes. In addition, the Secretariat marshals technology to increase the SDWG's efficiency and improve its workflow, while simultaneously reducing logistical and administrative inefficiencies.

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

- 2.1 To secure one resource to provide secretariat support services to the Arctic Council's Sustainable Development Working Group (SDWG) and fulfill the responsibilities of the Executive Secretary of the SDWG Chair.

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

The contractor shall perform the following tasks to the satisfaction of the Departmental Representative. The satisfactory performance of this agreement entails successful delivery of output specified within Section SW4 of this agreement.

##### **3.1 Sustainable Development Working Group Secretariat**

- 3.1.1. Develop and manage the SDWG Secretariat by providing secretariat support services to SDWG Chair (Canada) and to the other participants in the working group, including the identification of funding mechanisms for SDWG work (including administration and projects);
- 3.1.2. In a timely basis, carry out the secretariat support functions as requested by the SDWG Chair and Vice-Chairs. This includes correspondence and meeting reports, meeting logistics, coordination of meeting materials, and collection of records stemming from those meetings;

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

- 3.1.3. In consultation with the Chair of the SDWG, provide technical assistance for SDWG projects and activities being coordinated by lead countries, including identifying critical paths for SDWG administrative work and cross-cutting activities, creating efficiencies in work processes, taking all feasible steps to reduce the workload of the SDWG Chair, conducting research and preparing briefing notes, discussion papers and reports on Arctic Council and SDWG work;
- 3.1.4. Upon request, provide timely written reports to the SDWG Chair for meetings attended by the Contractor on behalf of the SDWG in the role of Executive Secretary, and distribute material in a timely fashion to SDWG members as directed by the SDWG Chair;
- 3.1.5. At the start of the fiscal year, and in line with the Treasury Board of Canada Secretariat *Directive on Travel, Hospitality, Conference and Event Expenditures*, provide the Departmental Representative and the SDWG Chair with a comprehensive planning document that outlines contractor's travel and related expenses, including, in both languages, rationale for travel and hospitality expenses, and, on a semi-annual basis, provide the Departmental Representative and the SDWG Chair an updated projection of these expenses, including rationale;
- 3.1.6. On an annual basis, provide a summary report on SDWG Secretariat activities;
- 3.1.7. In consultation with the SDWG Chair and the Departmental Representative, continue to develop core responsibilities for the Secretariat;
- 3.1.8. Use technology to facilitate communication and real-time collaboration among SDWG participants and stakeholders;
- 3.1.9. Manage SDWG communications by drafting appropriate strategies and documents as required and/or requested by the SDWG Chair, and in keeping with Arctic Council communications strategies;
- 3.1.10. Liaise with other Arctic Council Working Group Executive Secretaries to ensure that opportunities for cross-cutting activities are identified and brought to the attention of the SDWG Chair;
- 3.1.11. Utilise interactive communications and graphic design technologies to ensure that SDWG products are of high-quality, represent a professional look and feel, and promote outreach among national and circumpolar audiences.

**SW4 OUTPUT/DELIVERABLES**

The contractor shall submit to the Departmental Representative or SDWG Chair, on a timely basis on dates specified by the aforementioned parties, the following:

- 4.1. Monthly activity/progress reports (in a format accessible to MS Word), to be submitted with monthly invoices, on the work undertaken as a result of this agreement;
- 4.2. Correspondence, discussion papers, presentations, briefing materials, and other such documentation (in a format accessible to the MS Office suite, unless otherwise requested), as requested by the Departmental Representative or SDWG Chair;
- 4.3. Participate in and report on meetings, submitting comprehensive SDWG meeting minutes and decision points that convey the flow of dialogue during SDWG meetings. These minutes must be submitted within 10 calendar days following the meeting close date. Contractor's travel reports must be submitted within 15 calendar days of the travel completion date;
- 4.4. Maintain and regularly update the SDWG website's technical components, including troubleshooting,

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

- registering meeting participants, and managing related social media tools;
- 4.5. Provide technological and project outputs as required, including documents and web products (in a format accessible to Internet Explorer, the MS Office suite and Adobe Acrobat Reader);
- 4.6. Provide the Departmental Representative and the SDWG Chair with a comprehensive planning document that outlines contractor's travel and related expenses by April 15<sup>th</sup>; and,
- 4.7. Prior to the end of the Contract (or any extension thereof), at the exclusive option of the DIAND Project Authority, the Contractor must, in consultation with Canada:
- a) Provide knowledge transfer to DIAND or in-coming Contractor (as required) and otherwise provide assistance, to facilitate smooth transition of Secretariat work;
  - b) Provide all SDWG-related data back to the Department, such that no exclusive SDWG-related information is retained by the Contractor beyond the end date of the Contract.

**SW5 LOCATION OF WORK AND TRAVEL**

- 5.1 Unless on-site work and/or meetings at DIAND Headquarters, located in the National Capital Region (NCR) is required, the Contractor shall conduct work at its own premises, and provide its own equipment, software, and tools necessary for the performance of the tasks outlined in the SOW;
- 5.2 Unless authorized by the DIAND Project Authority, DIAND is not responsible for the Contractor's travel and associated costs between the Contractor's regular business facility and DIAND's facilities in the NCR. Meetings in the NCR will depend on operational requirements, and could be as frequent as monthly or bi-monthly. Travel must be undertaken in accordance with the Treasury Board Travel Directive; and,
- 5.3 All travel outside of the NCR requested by DIAND related to work under the contract must be authorized in advance by the DIAND Project Authority and undertaken in accordance with the Treasury Board Travel Directive. The Contractor must be willing and able to travel domestically and internationally, the associated expenses of which will be reimbursed as per the current National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?did=10&lang=eng>).

**SW6 DEPARTMENTAL SUPPORT**

- 6.1 Access to relevant documentation and reference materials to which the Contractor may require;
- 6.2 Review and approval of reports and other submitted deliverables prior to dissemination, as required, and the provision of comments and suggested revisions, in a timely manner; and,
- 6.3 Other assistance and support as appropriate.



## **APPENDIX "E"**

### **TRAVEL EXPENSE INFORMATION**

1. The following are the maximum rates allowed in the current issue of the Treasury Board Travel Directive and in accordance with the Special Travel Authorities of Treasury Board. As some rates are subject to change every January 1st, April 1st, July 1st and October 1st of each year, it is the Contractor's responsibility to ensure that the travel rates applied to the period being invoiced are in accordance with the TB Travel Directive, *Rates and Allowances*, Appendix B and C as published on the National Joint Council website <http://www.njc-cnm.gc.ca/doc.php?sid=3&lang=eng>.

Air Travel            The standard for air travel is economy class only. Under no circumstances will the Department defray the cost of business class travel by a Contractor. The Department may limit the reimbursement of the air travel portion when the lowest appropriate rate is not obtained.

Rail Travel            The standard for rail travel is the next higher class after the full economy class.

Taxis                    Receipts are only required to justify individual taxi fares in excess of ten dollars (\$10.00), taxes included.

Rental Vehicles      The standard for rental vehicles is mid size. Rental vehicles beyond the standard shall be authorized based upon factors such as, but not limited to, safety, the needs of the traveller and the bulk or weight of goods transported.

Rental vehicles are only to be used in instances where the Contractor has received prior authorization from the Departmental Representative identified in the Contract after having demonstrated, in writing to the Departmental Representative that the use of such vehicles is cost-effective in relation to commercial transportation.

Contractors must consult the PWGSC Car Rental Directory available at <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/index-eng.aspx> and, where feasible, utilize those Rental Companies that have agreed to extend their government rates to cost reimbursable Contractors working under Contract and traveling on official government business as identified in the Directory under Services Offered. A letter which confirms that the Contractor is on travel status on behalf of the government and specifies the duration of the Contract and the destination shall be provided to the Contractor by the Departmental Representative for the purpose of acquiring government rates from Rental Companies.

Collision damage waiver coverage is required for the entire period that a vehicle is rented. Contractors will not be reimbursed for insurance coverage premiums. Contractors who intend to carry passengers are advised to confirm with their insurance agent that they are adequately insured.

Contractors shall be reimbursed the daily vehicle rental fee (excluding any insurance coverage premiums) and the actual costs of parking the rental vehicle upon submission of actual receipts.

Private Motor  
Vehicles

Privately-owned vehicles are only to be used in instances where the use of a privately-owned vehicle is cost-effective in relation to commercial transportation, and, upon prior authorization of the Departmental Representative identified in the contract.

Insurance premiums related to the use of privately-owned vehicles are the responsibility of the Contractor. Contractors may request reimbursement of parking through the submission of receipts.

**APPENDIX "E"**  
**TRAVEL EXPENSE INFORMATION**

The following kilometric rates (**taxes included**) are applicable effective October 1, 2013:

**Cents/km (Taxes Included)**

<i>British Columbia</i>	<i>51.0</i>	<i>New Brunswick</i>	<i>49.5</i>
<i>Alberta</i>	<i>51.5</i>	<i>Prince Edward Island</i>	<i>50.5</i>
<i>Saskatchewan</i>	<i>45.5</i>	<i>Newfoundland</i>	<i>53.0</i>
<i>Manitoba</i>	<i>47.5</i>	<i>Yukon</i>	<i>63.5</i>
<i>Ontario</i>	<i>55.0</i>	<i>Northwest Territories</i>	<i>58.5</i>
<i>Quebec</i>	<i>57.0</i>	<i>Nunavut</i>	<i>58.5</i>
<i>Nova Scotia</i>	<i>51.0</i>		

Hotels

Contractors are expected to use moderately priced hotels. Only partial reimbursement of actual costs may be made by the Department should claims be for unreasonably high-priced accommodation.

Private

Non-Commercial  
Accommodations

Should a Contractor stay with friends or relatives the private non-commercial accommodation rate of \$50.00/overnight stay GST/HST inclusive is reimbursed.

Meals

The following rates (**taxes included**) are applicable during the period of October 1, 2013 to March 31, 2014:

	<u>All Provinces</u>	<u>Yukon &amp; Alaska</u>	<u>NWT</u>	<u>Nunavut</u>
<i>Breakfast:</i>	\$15.75	\$15.70	\$22.00	\$21.30
<i>Lunch:</i>	\$15.10	\$19.00	\$23.50	\$31.35
<i>Dinner:</i>	\$42.00	\$50.35	\$53.55	\$69.80

Incidental  
Expenses

The Contractor may claim seventeen dollars and thirty cents (\$17.30) GST/HST inclusive for each day of stay in commercial or private non-commercial accommodations.

**2. Receipt Requirements**

Only original receipts will be accepted from Contractors; photocopies of hotel bills, air/train tickets, taxi receipts, etc. are not claimable.

Receipts are required for the following:

1. *Air or ground transportation e.g. train, bus, car rental, parking costs, etc..*
2. *Taxis in excess of \$10.00.*
3. *Hotel accommodation.*

**ANNEX "A"**

**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;

**ANNEX "A"**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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:
  - 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.

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Printed Name and Signature of Authorized Agent of Bidder

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Position Title

---

Date

**ANNEX "B"**

**BASIS OF PAYMENT, PRICING SCHEDULE**

**CONTRACT PERIOD: February 1, 2014 to June 30, 2015**

(A1)	(B1)	(C1)	(D1)
Name of Proposed Consultant	Estimated Level of Effort (days)	Firm per diem rate*	Total Cost [B1xC1]
	355 days	\$	\$
Total Cost:			\$

**OPTIONAL CONTRACT PERIOD 1: July 1, 2015 to March 31, 2016**

(A2)	(B2)	(C2)	(D2)
Name of Proposed Consultant	Estimated Level of Effort (days)	Firm per diem rate*	Total Cost [B2xC2]
	190 days	\$	\$
Total Cost:			\$

**OPTIONAL CONTRACT PERIOD 1: April 1, 2016 to March 31, 2017**

(A3)	(B3)	(C3)	(D3)
Name of Proposed Consultant	Estimated Level of Effort (days)	Firm per diem rate*	Total Cost [BxC]
	256 days	\$	\$
Total Cost:			\$

<b>Total Cost (D1, D2 and D3)</b>	\$
-----------------------------------	----

\* The maximum budget available for the Contract resulting from the bid solicitation is as follow:

A maximum per diem of \$580.00/day. (exclusive of applicable taxes)

(Goods and Services Tax or Harmonized Sales Tax extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

## ANNEX "C"

### CERTIFICATIONS

#### 1. **Compliance with Terms and Conditions**

The Bidder by signing below hereby certifies that it has read the RFP in its entirety, including the Statement of Work, and signifies compliance with and acceptance of all the articles, clauses, terms and conditions contained or referenced in this RFP document.

#### 2. **Certification of Education and Experience**

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

#### 3. **Availability of Personnel**

The Bidder, by signing below, hereby certifies that, should it be authorized to provide service under any Contract resulting from this solicitation, the persons and facility proposed in its offer will be available to commence the provision of services within a reasonable time following the issuance and approval of a Contract, and will remain available to perform the work in relation to the fulfillment of the requirements.

#### 4. **Status of Personnel**

Any person proposed by the Bidder to perform the work or part of the work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's curriculum vitae to the DIAND Departmental Representative.

During the offer evaluation, the Bidder MUST, upon the request of the DIAND Project Authority, and/or the DIAND Departmental Representative, provide a copy of such written permission, in relation to any or all employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's offer from further consideration.

#### 5. **Official Language Capacity**

The Bidder certifies that, should it be authorized to provide services under any Contract Resulting from this solicitation,

It can provide oral and written services in both official languages.

**ANNEX "C"**

**CERTIFICATIONS**

**6. Verification of Information provided in the Bidder's proposal**

The Crown reserves the right to verify the information provided in the Bidder's proposal and to declare the bid non-responsive for any of the following reasons:

a. unverifiable or untrue statement;

b. unavailability of any person proposed on whose statement of experience and knowledge the Crown relied to evaluate the offer and award the Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date