



REQUEST FOR PROPOSAL

RETURN BIDS TO:

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

soumission.bid@aadnc-aandc.gc.ca

REQUEST FOR PROPOSALS

Proposal to DIAND:

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

Title NGMP Information Management Needs Assessment	
Solicitation Number 1000196047	
Date (YYYYMMDD) 2017-11-28	
Solicitation Closes At 00:00	Time Zone Pacific Standard Time (PST)
On (YYYYMMDD) 2017-12-18	
Contracting Authority	
Name Johnny Tsang	
Telephone Number (604) 616-5801	
Facsimile Number (604) 775-7149	
Email Address johnny.tsang@canada.ca	
Destination(s) of Services Iqaluit, Nunavut	
Security THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS	
Instructions:	
See Herein	
Delivery Required	
See Herein	
Person Authorized to sign on behalf of Bidder	
Name	
Title	

Bidder
Name
Address
Telephone Number
GST/HST Number
QST Number

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TITLE Nunavut General Monitoring Plan (NGMP) Information Management Needs Assessment

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement applicable to the tender.

1.2 Statement of Work

The Work to be performed is detailed at Annex "A".

1.3 Greening Government Operations

In April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Department of Indian Affairs and Northern Development (DIAND) procurements will be including more demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce their negative impact on the environment.

1.4 Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claims Agreement

1.5 Set-aside Under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

Removed.

1.6 Debriefings

After contract award, Bidders may request a debriefing on the results of the bid solicitation process. Bidders must make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person as determined by Canada.

1.7 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise concerns regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. Additional information on the services of the OPO is available at www.opo-boa.gc.ca.

1.8 Trade Agreements

Removed.

1.9 Electronic Payment

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Bidders/Offerors' financial institution of choice.

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If not registered for direct deposit payments, by entering into this procurement process, the Bidder/Offeror agrees to provide the information required to establish direct deposit by registering with the Department of Indian Affairs and Northern Development Electronic Payment Request form (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>) at contract award, and submit the form to the address provided.

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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) Subsection 3. a. of Section 01 Integrity Provisions – Bid of the Standard Instructions 2003 incorporated by reference above are deleted in their entirety and replaced with the following:

Insert:

3.

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

- c) Section 03 is amended as follows:

Delete: "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16"

- d) Section 05, Subsection 2, is amended as follows and renumbered accordingly:

Delete: d. "send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided in section 08";

Insert: d. send its bid only to the Bid Receiving Address specified on page 1 of the bid solicitation;

Delete: e. "ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid"

- e) Section 05, Subsection 4 is amended as follows:

Delete: 60 days

Insert: 180 days

- f) Section 08 is amended as follows:

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Delete: Subsections 1 - 3

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

g) Section 12, Subsection 1 is amended as follows and renumbered accordingly:

Delete:

- a. "the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform";

h) Section 17, Subsection 1 c) is revised as follows:

- c) the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;

i) Section 17, Subsection 3 is amended as follows:

Delete: "The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract."

Insert: "The bid must be signed by all the members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract."

j) Section 20, is amended as follows:

Delete: Subsection 2.

2.1.1 SACC Manual Clauses

Removed

2.2 Submission of Bids

2.2.1 Bids (and any amendments thereto) must be submitted only by Email to the Department of Indian

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Affairs and Northern Development (DIAND) Bid Receiving Address by the date and time indicated on page 1 of the bid solicitation. DIAND will not assume responsibility for bids (and any amendments thereto) directed to any other locations. Bids submitted by any other means will not be accepted.

- 2.2.2** The total size of the Email, including all attachments, must not exceed 15 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the Email does not exceed this limit.

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

2.2.3 Email Submissions

In the Email containing their proposal, Bidders must clearly identify the RFP number in the Subject Line and must clearly identify the following in the body of the Email:

- Contracting Authority
- Closing Date
- Bidder's Name and Address
- "*Tender Documents Attached*"

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

"*pension*" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension](#)

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[Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.
By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid as separate attachments to their Email as follows:

- Attachment I: Technical Bid in PDF format
- Attachment II: Financial Bid in PDF format
- Attachment III: Certifications

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the table below:

	Estimated Number of Days	Fixed Per-Diem Rate	Estimated Cost
Senior Resource			
Intermediate Resource			
Junior Resource			
Estimated Resources Cost:			

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Attachment 1 to Part 4 – Mandatory Technical Evaluation Criteria

4.1.1.2 Point Rated Technical Criteria

Attachment 2 to Part 4 – Point Rated Technical Criteria

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

SACC Manual Clause [A0036T](#) (2007-05-25), Basis of Selection - Highest Rated Within Budget

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 85 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 121 points.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

ATTACHMENT 1 TO PART 4 - MANDATORY TECHNICAL EVALUATION CRITERIA

No.	Mandatory Criteria	Bidder's response	Met / Not Met
M1	<p><u>Senior and Intermediate Resource Experience:</u></p> <p>The Bidder must demonstrate the following minimum experience in <u>conducting Information Management (IM) research, analysis and assessment:</u></p> <ul style="list-style-type: none"> - Senior resource: 10 years within the last 15 years - Intermediate: 5 years within the last 10 years <p><i>(It is not necessary to include experience outside the most recent 15 years from date of bid closing)</i></p>		
M2	<p><u>Senior Resource Experience:</u></p> <p>The Bidder must demonstrate that the Senior Resource has substantial experience evaluating and assessing information management systems and making recommendations on the structure of proposed information management systems.</p> <p>Substantial is defined in terms of:</p> <ul style="list-style-type: none"> - Acting as project manager/lead for a minimum of three (3) prior comprehensive IM needs assessments for any of the federal, provincial or municipal government, Institutions of Public Government, or other public institutions. - Projects should have lasted at least 3 months in duration. - Projects should include the following: information gathering and issues scoping for IM needs; evaluating and assessing best practices of IM platforms; observations and recommendations of IM system; research and/or contribution to peer-review work and/or unpublished reports over 30 pages related to IM system evaluation, assessment and recommendation. 		
M3	<p><u>Intermediate Resource Experience:</u></p> <p>The Bidder must demonstrate the Intermediate resource(s) have substantial technical experience in IM research, analysis and assessment.</p> <p>Substantial is defined in terms of:</p> <ul style="list-style-type: none"> - A minimum of two (2) prior IM needs assessment projects assessments for any federal, provincial, municipal government, Institutions of Public Government, or other public institutions lasting at least 3 months in duration per project. - Projects should include the following: information gathering and issues scoping for IM needs; evaluating and assessing best practices of IM platforms; observations and recommendations of IM system; field work research and/or contribution to peer-review work and/or unpublished reports over 30 pages. 		
M4	<p>The Bidder must provide a Curriculum Vitae for each proposed resource, including relevant capabilities, experience, and a description of proposed activities in which each specific resource would be involved.</p>		
M5	<p><u>Senior Resource Education:</u></p> <p>The Bidder must include proof of relevant education. A minimum of a University (PhD, Graduate, Undergraduate) degree.</p>		

ATTACHMENT 2 TO PART 4 – POINT RATED TECHNICAL CRITERIA

Point Rated Technical Criteria (RT) and Scores		Maximum Number of Points
RT1	<p><u>Senior Resource Experience:</u></p> <p>Within the last 15 years, demonstrate 10 years of experiences in the following areas of program and/or operational review:</p> <ul style="list-style-type: none"> • lead minimum three (3) comprehensive IM needs assessment projects for any federal, provincial, municipal government, Institutions of Public Government, or other public institutions. • Experience with creating information management strategy, establishing IM vision and objectives, defining specific priorities and align information flow & IM activities to respond to public demands and researchers' needs, to enhance stewardship of government information. • The technical experience to evaluate and assess existing information management systems and make recommendations on the structure of a proposed information management system • data collection (qualitative and quantitative), data analyses, quality control and drafting of evaluation reports • experience working in Northern, Remote and with Indigenous stakeholders <p style="text-align: right;">(10 points for each experience)</p>	50
RT2	<p><u>Intermediate Resource Experience:</u></p> <p>Within the last 10 years, demonstrate 5 years of experiences in the following areas of program and/or operational review:</p> <ul style="list-style-type: none"> • project management experience of two (2) comprehensive IM needs assessment projects for any federal, provincial, municipal government, Institutions of Public Government, or other public institutions. • Experience with creating information management strategy, establishing IM vision and objectives, defining specific priorities and align information flow & IM activities to respond to public demands and researchers' needs, to enhance stewardship of government information. • the technical capacity to evaluate and assess existing information management systems and make recommendations on the structure of a proposed information management system • data collection (qualitative and quantitative), data analyses, quality control and drafting of evaluation reports • experience working in Northern, Remote and with Indigenous stakeholders <p style="text-align: right;">(10 points for each experience)</p>	50
RT3	<p><u>Northern and Inuit-Owned Businesses and Engagement in the contract:</u></p> <p>Points will be awarded for clearly demonstrating that the bidder:</p> <ul style="list-style-type: none"> • Is A Certified Inuit-Owned Business as registered with Nunavut Tunngavik Inc.; and/or • Has Office(s) and/or employee(s) located in Nunavut; and/or • Will engage Inuit professional services in the completion of the contract. <p style="text-align: right;">(5 points for each)</p>	15

Point Rated Technical Criteria (RT) and Scores		Maximum Number of Points
RT4	<p><u>Proposal Quality</u></p> <p>Up to six (6) points will be awarded for writing the narrative portions of the Proposal in a clear, concise, and logical fashion, and for ordering/structuring the Proposal based on the information requested in the Bid Solicitation.</p> <ul style="list-style-type: none"> a) Organizing the proposal to match the order and sequence of the Mandatory Requirements and Point-Rated Criteria and limiting proposal content to information requested (two (2) points); b) Any cross-references within the proposal for highlighted information are easily identified and clearly found. For example, where the Bidder includes instruction "evidence of RT2 factor a) is on page 23," the information is found on page numbered 23, and is highlighted in a way that brings the evaluators' attention to the information (such as with a heading). This may be through a table of contents (two (2) points) c) Writing throughout is clear, concise and logical (two (2) points). d) Not Addressed / Unsatisfactory (zero (0) points) <p style="text-align: right;">*no partial points will be awarded</p>	6
Overall Score (pass 70%)		/121

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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

5.2.3.2 Rate or Price Certification

Removed

5.2.3.3 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of the contract:

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND); and
- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 – Standard Clauses and Conditions.
- c) Section 10, Subsection 1 is amended as follows:
 - Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".
 - Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".
- d) Section 10, Subsection 2 , paragraph a. is amended as follows:
 - Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)".
 - Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)".
- e) Insert:

2010B 36 (2015-04-01) Indemnification

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The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

6.3.2 Supplemental General Conditions

6.3.2.1 [4007](#) (2010-08-16) Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information applies to and forms part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2018 inclusive.

6.4.2 Option to Extend the Contract

Removed.

6.4.3 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claims Agreement

6.4.4 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kim Fletcher
Title: Senior Contracts Officer
Department of Indian Affairs and Northern Development
Address: Suite #600 - 1138 Melville Street, Vancouver, BC V6E 4S5

Telephone: 604-616-4341
E-mail address: Kim.Fletcher@aandc-aadnc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Department of Indian Affairs and Northern Development

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Address: _____

Telephone: ___ ___ _____

E-mail address: _____

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____

Title: _____

Company: _____

Address: _____

Telephone: ___ ___ _____

E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex "B".

6.7.2 Limitation of Expenditure

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

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Method of Payment – Monthly Payment

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

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

6.7.4 SACC Manual Clauses

Removed.

6.7.5 Electronic Payment

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Department of Indian Affairs and Northern Development Electronic Payment Request form (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>), and submit the form to the address provided.

6.7.6 T1204 – Direct Request By Department

- 6.7.6.1 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 6.7.6.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 6.3.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

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

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2. Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

Removed.

6.9.3 SACC Manual Clauses

Removed.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nunavut.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions **4007** (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions **2010B** (2016-04-04), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.13 Official Languages

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.

6.14 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.15 Joint Venture

6.15.1 The joint venture (the "Joint Venture") is comprised of the following members:

[List Joint Venture members]

- 6.15.2** _____ has been appointed as the "**Lead Member**" of the Joint Venture and has full authority to act as agent for each member of the Joint Venture with respect to all matters relating to the Contract;
- 6.15.3** By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;
- 6.15.4** The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;
- 6.15.5** Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and
- 6.15.6** All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

ANNEX "A"
STATEMENT OF WORK

1. Project Title

Nunavut General Monitoring Plan Information Management Needs Assessment

2. Background

The Nunavut General Monitoring Plan (NGMP) provides for the collection, analysis and reporting of information on the long-term conditions of Nunavut's environment, people, communities, and economy.

General monitoring is a requirement under the Nunavut Agreement and is founded within the Nunavut Agreement and the Nunavut Project Planning and Assessment Act. Both stipulate that government, in cooperation with the Nunavut Planning Commission (NPC), shall develop and implement a plan for monitoring the long-term state and health of the ecosystem and socio-economic environment of Nunavut.

Article 12.7.6 of the Nunavut Agreement states that, "there is a requirement for general monitoring to collect and analyze information on the long term state and health of the eco-systemic and socio-economic environment in the Nunavut Settlement Area. Government, in co-operation with the Nunavut Planning Commission, shall be responsible for developing a general monitoring plan and for directing and coordinating general monitoring and data collection."

Section 227(1) of the Nunavut Project Planning and Assessment Act states that, "the Government of Canada and the Government of Nunavut must, in cooperation with the Commission, develop a plan for the general monitoring of the long-term state and health of the eco-systemic and socio-economic environment of the designated area and must direct and coordinate the general monitoring and the collection of information relating to it.

NGMP is mandated with developing an IM system to ensure that the monitoring information is reliable and accessible for the researchers and public.

NGMP has now been in existence for five years, an Information management (IM) needs assessment is much needed to determine what NGMP's IM needs may be, and how to implement. The needs assessment is the first step in developing implementing a solid and well-considered IM plan.

3. Objectives

The objectives of this work are as follows:

Phase 1: Information Gathering and Issues Scoping

- 3.1 To gain an understanding regarding the expectations from member organizations of NGMP's Steering Committee, namely, the Government of Nunavut, Nunavut Planning Commission, Nunavut Tunngavik Inc. (NTI), and Government of Canada, as to what they require from NGMP's information management system.
- 3.2 To gain an understanding from data producers as represented by the project leads for projects funded by NGMP as to what they may require from NGMP's information management system.

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- 3.3 To gain an understanding from end users as represented by the general public, industry and Nunavut regulators on what they may require from NGMP's information management system.
- 3.4 To analyze and consolidate the findings from Objectives 3.1 and 3.2 with NGMP's overall mandate and responsibilities and produce a report delineating the possible scope and application of any proposed information management system. This work must take into account variables such as cost, feasibility, implementability and the capacity of NGMP to manage and implement a system on an ongoing basis.

Phase 2: Observations and Recommendations

- 3.5 Research into best practices re. existing IM platforms that may meet NGMP's IM needs. This work must be completed using the lens of NGMP's location and mandate taking into account accessibility of data and data links and the limitations that these may place on any future IM system. As a result it is advisable that the successful bidder may wish to investigate IM systems structures for organizations with similar mandates and locations including but not limited to Polar Knowledge Canada, The Cumulative Impacts Monitoring Program in the Northwest Territories, as well as proposed IM solutions being developed by the Government of Canada. Finally investigate any data repositories being developed by the three Northern Territorial governments.
- 3.6 To analyze and consolidate the findings from Objective 3.5 and the previous information gathering exercise to produce recommendations delineating potential IM management solutions for NGMP. Recommendations should consider best fit, cost/benefit analyses, and a risk analysis in lieu of future technology trends, northern location and data access imitations and content management difficulties. The successful bidder would be ineligible to bid on future contracts resulting from their recommendation report.

4. Scope of Work

The Contractor shall perform the following to the satisfaction of the Project Authority:

4.1 Information Gathering and Issues Scoping

Conduct interviews with members and employees of NGMP stakeholders, NGMP Northern partners, northern researchers to determine what datasets, contents and function are needed to include in the IM system; to collect recommendations as what options are for NGMP's IM needs.

4.2 Observations and Recommendations Report

Interview IM specialists & Analyze similar monitoring program's IM system (Arctic Monitoring and Assessment Program AMAP; NWT CIMP, e.g.)

4.2.1 Related IM Platforms Review

Investigate the current available platforms (FGP, CCIN, e.g.) to determine if they meet NGMP IM needs.

4.2.2 IM System Recommendation

Use the information collected provide a recommendation on the most appropriate information management system for NGMP based upon best fit, acceptable risk tolerances and cost-benefit.

4.2.3 Risk Analysis

Conduct a required risk analysis.

Required Resources

The contractor shall provide a senior, intermediate and/or junior resource in the fulfillment of this contract.

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The senior and intermediate resources shall be responsible for:

- all aspects of the project including: project management, data collection (qualitative and quantitative), data analyses, quality control, the design, development and implementation of appropriate methodologies for evaluating modern IM infrastructure and frameworks and the drafting of evaluation reports, and;
- The development of recommendations and the analysis of findings.

The junior resource shall be responsible for:

- data collection;
- data analysis, and;
- the drafting of meeting notes and technical reports.

The contractor shall demonstrate the proposed Senior & Intermediate resources have the following minimum experience in conducting evaluations of Information Management systems and/or implementing information management systems.

- Senior resource: 10 years within the last 15 years
- Intermediate resource: 5 years within the last 10 years

5. Outputs/Deliverables

The contractor shall provide, develop and present the following in an objective manner:

(a) Phase 1 Products:

- A completed "Information Gathering and Issues Scoping Report" (described below); and
- One (1) presentation/briefing on findings.

The contractor shall provide one (1) electronic copy (MS Word format) of the "Information Gathering and Issues Scoping Report" and one (1) electronic copy of the briefing presentation (MS PowerPoint format) on or before February 2018.

Phase 1: Information Gathering and Issues Scoping Report

This report shall include:

- The contract management plan;
- The research and information gathering plan – describing the sources of information to be used and methods to be used to compile the information;
- The consultation plan – describing how input from participants, proponents, and interest groups will be gathered;
- The compilation of results and analysis of the research and information gathering; and
- An issues identification section – describing issues for further consideration in the review and information gaps related to these issues.

Approximate Timelines

Upon completion of the acceptable draft Issues Scoping Report the contractor shall present the PowerPoint presentation on its findings.

It is estimated that this Phase 1 will take approximately 40 business days to complete.

(b) Phase 2 Products:

- A completed "Observations and Recommendations Report"; and
- One (1) presentation/briefing on observations, conclusion and recommendations suitable for presentation.

The contractor shall provide one (1) electronic copy (MS Word format) of the Phase 2 “Observations and Recommendations Report” and one (1) electronic copy of the briefing presentation (MS PowerPoint format) on or before March 31 2018.

Phase 2: Observations and Recommendations Report

This report shall include:

- A description of work plan development and execution;
- An information inventory and collection section detailing;
 - document reviews undertaken;
 - key informant interviews with subject matter experts;
 - identification of participants' roles and responsibilities;
 - meetings;
 - questionnaires; and
 - observations;
- An information analysis section reflecting a review of submissions and other information gathered;
 - a review of submissions and other information gathered
 - best efforts to assess and characterize the impacts of the implementation of an information management system on communities, groups, industries, governments;
 - analysis of NGMP information management process needs including identifying the current strengths and weaknesses of existing systems and their ability to help NGMP meet its stated objectives;
 - identification of any constraints that may affect the implementation of any information management system.
- A recommendation section that details observations, conclusions, recommendations based upon the provided analysis.

Approximate Timelines

Upon completion of an acceptable “Observations and Recommendations Report”, the contractor shall present the PowerPoint presentation on its findings and conclusions.

It is estimated that this Phase 2 will take approximately 30 business days to complete.

Travel

Infrequent travel to Iqaluit will be required in order to fulfil the terms and conditions of this contract.

Departmental Support

The department will:

- Provide to the contractor all background documents needed in order to complete the required reports and presentations.
- Staff availability to provide support as required by the facilitator.
- Provide appropriate venues, the provision of any needed audio-visual equipment (projectors, screens, laptops) as well as any additional logistical/meeting coordination support that may be required for presentations/briefings.

6. Greening Government Operations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a

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lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

Furthermore, in June 2008 the [Federal Sustainable Development Act](#) was passed to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that will make environmental decision making more transparent and accountable to Parliament. A Federal Sustainable Development Strategy is developed every three years that includes shrinking the environmental footprint of government operations. Green procurement is a key enabler of these objectives.

In accordance with the [Policy on Green Procurement](#) and Federal Sustainable Development Strategy, for this requirement:

General

- a) The Contractor is encouraged to offer or suggest green solutions whenever possible.
- b) The Contractor should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.
- c) The Contractor should use green meetings practices when conducting workshops and meetings. Guides to green meeting practices are available through [Environment Canada](#) and the [United Nations Environment Program](#).

Travel

- a) The Contractor is encouraged to work off-site to reduce commuting requirements where security requirements allow.
- b) The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- c) Where transportation is required, the Contractor is encouraged to use environmentally preferred modes of transportation, where feasible.
- d) The Contractor is encouraged to use accommodations with environmental ratings: Contractors of the Government of Canada may access the [PWGSC Accommodation Directory](#) to search for accommodations with Green Key and/or Green Leaf ratings that will honor the pricing for Contractors.

Paper Consumption

- a) The Contractor is requested to provide all correspondence including (but not limited to) their bid, documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Contracting Authority or Project Authority.
- b) Printed material is requested on paper that is EcoLogo certified or equivalent, certified as using fibre originating from a sustainably managed forest and/or minimum recycled content of 30%. Paper is also to be processed chlorine free, whenever possible.
- c) The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Goods Used in Service Delivery

- a) It is desirable that the Contractor, in provisioning the Service, procure equipment, such as computer equipment, peripherals and telephony equipment that meet the most current environmental specifications used by the Government of Canada when procuring similar equipment, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers.

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Government of Canada environmental specifications can be found in the Green Procurement Plans available [online](#) or by contacting AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca.

- b) It is desirable that the Contractor, in provisioning the Service, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers.
- c) The Contractor is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Contractor and used to deliver the Service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.

ANNEX "B"
BASIS OF PAYMENT

The Contractor will be paid fixed Per-Diem rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

	Fixed Per-Diem Rate
Senior Resource	
Intermediate Resource	
Junior Resource	

Estimated resources cost: \$_____ (a)

Travel and Living Expenses

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

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated travel cost: \$_____ (b)

Total Estimated Cost – Limitation of Expenditure: \$_____ (a) + (b) (applicable taxes extra)