

Travaux publics et Services gouvernementaux Canada Public Works and Government Services Canada

RETOURNER LES SOUMISSIONS À:

RETURN BIDS TO:

SOUMISSIONBID@SAC-ISC.GC.CA

DEMANDE DE SOUMISSIONS BID SOLICITATION

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

Supply Arrangement No. $$\mathrm{N/A}$$. Only suppliers who are pre-qualified and have been issued a supply arrangement at This bid solicitation is issued in accordance with the conditions of the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans a soumission,

conditions de l'arrangement en matière d'approvisionnement Cette demande de soumissions est émise conformément aux numéro

d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission. . Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière

Solicitation No	Solicitation No N° de la demande 1000237878	Amendment No Nº de modification
Solicitation clo	Solicitation closes - La demande prend fin	File No N° de dossier
at - à	2:00 p.m. EDT	1000237878
on - le	2022-05-20	



PWGSC-TPSGC 9400-3 (02/2014)

Date

Signature

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Date of Solicitation - Date de la demande

2022-05-06

Address inquiries to - Adresser toute demande de renseignements à :

Bruno.Paradis2@sac-isc.gc.ca

Facsimile No. N° de télécopieur Area code and Telephone No. Code régional et N° de téléphone

Destination

Northwest Territories (NT)

Instructions

Municipal taxes are not applicable.

duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item. Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs

Instructions:

Les taxes municipales ne s'appliquent pas.

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et adresse du fournisseur	adresse du fournisseur
Telephone No N° de téléphone	
Facsimile No Nº de télécopieur	
Name and title of person authorized to sign on behalf of supplier (type or print)	sign on behalf of supplier
Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	à signer au nom du fournisseur

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Work

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

1.3 Comprehensive Land Claims Agreement(s)

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

- Tłjcho Land Claims and Self-Government Agreement

1.4 COVID-19 Vaccination Requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

1.5 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted electronically only to Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) by the date, time and e-mail address indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by any other means to CIRNAC will not be accepted.

2.3 Former Public Servant

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

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
- 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 <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** () If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

Section IV: Additional Information

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 Basis of Payment.

3.1.1 Electronic Payment of Invoices - Bid

The method of invoice payment by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) is by direct deposit to the Contractor's financial institution of choice.

3.1.2 SACC Manual Clauses

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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

M	Mandatory Requirements	Cross Reference to Proposal	Met Y/N
M1	Bidders must provide the following: Legal Name Operating Name Corporate Overview		
M2	Two written project summaries which describes the bidder's previous experience in website hosting and maintenance services within the last thirty six (36) months;		
	 Include client(s) to whom services were provided Dates/duration of contract Dollar value Location Stakeholders 		
М3	Proposed Project Team Lead (include detailed curriculum vitae) • Must have sixty (60) months of demonstrated website hosting and maintenance experience and demonstrate professional qualification, training and/or certifications relative to the type of work requested		
	*A copy of the certification must be attached with the bid		

4.1.1.2 Point Rated Technical Criteria

R	Point Rated Requirements	Max# Points	Points Awarded	Cross Reference to Proposal
R1	The bidder should demonstrate the relevance of their services provided to the services requested by CIRNAC as well as depth and capacity to perform the services indicated in the Statement of Work at Annex "A". Less than 1 project = 0 point 1 project = 5 points	10	/10	. repeda.
	2 projects or more = 10 points			
R2	Project Manager/Team Lead The Bidder's proposed resource should have experience in understanding and knowledge regarding website hosting and maintenance	10	/10	
	Less than 24 months = 0 point 24 to 47 months = 2 points 48 to 71 months = 4 points 72 to 95 months = 6 points 96 to 119 months = 8 points 120 months or more = 10 points			
R3	The bidder should clearly describe its proposed approach and methodology to meet the requirement detailed in the Statement of Work at Annex A. Up to 20 points will be awarded for writing the narrative portions of the proposal in a clear, concise and logical fashion and for structure based on the information requested in the bid solicitation process - Organizing the proposal to match the order and sequence of mandatory requirements and point rated criteria an limiting proposal content to information requested (5 points) - Writing throughout is clear, concise and logical (5 points) - Timeframe to complete (work schedule to include timelines) is reasonable (5 points) - Value for money (5 points) - Not addressed/unsatisfactory (0 point)	20	/20	
	Maximum Points	40		
	To	tal Score	/40	

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

SACC Manual Clause A0027T (2012-07-16), Basis of Selection – Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
- 2. Bids not meeting (choose "(a) or (b) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3		
Overall Technical Score		115/135	89/135	92/135		
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00		
	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70		
Calculations	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00		
Combined Rating		84.18	73.15	77.70		
Overall Rating		1st	3rd	2nd		

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 <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

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 <u>Ineligibility and Suspension Policy</u> (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 Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16), Status and Availability of Resources

5.2.3.2 Education and Experience

5.2.3.2.1 SACC Manual clause <u>A3010T</u> (2010-08-16) Education and Experience

5.2.3.3 COVID-19 Vaccination Requirement

5.2.3.3.1 SACC Manual clause A3081T (2021-11-29) COVID-19 Vaccination Requirement Certification

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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

<u>2010B</u> (2021-12-02), 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 Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC); and
- b) Section 10, Subsection 1 is amended as follows:

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

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

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

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)"

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

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

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

6.3.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information

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, 2026 inclusive.

6.4.2 Comprehensive Land Claims Agreement

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

- Tłįcho Land Claims and Self-Government Agreement

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Bruno Paradis

Title: Senior Procurement and Contracting Officer

Crown-Indigenous Relations and Northern Affairs Canada

Materiel and Assets Management Directorate

Address: 10 Wellington Street, 13th floor, Gatineau, Quebec, K1A 0H4

Telephone: 873-355-2459

E-mail address: Bruno.Paradis2@sac-isc.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: (Will be identified at Contract Award)

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

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

6.5.3 Contractor's Representative

(Will be identified at Contract Award)

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

The Co	ontractor will be paid for its costs reasonably and properly incurred in the performance of the
Work,	in accordance with the Basis of payment in annex B, to a limitation of expenditure
of \$	(amount at contract award). Customs duties are included and Applicable Taxes are extra

6.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____(amount at contract award). Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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 Electronic Payment of Invoices – Contract

The method of invoice payment by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) 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 Crown-Indigenous Relations and Northern Affairs Canada Electronic Payment Request form (http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20 545_1362495227097_eng.pdf), and submit the form to the address provided.

6.8 Invoicing Instructions

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

Each invoice must be supported by:

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

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

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

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 <u>4007</u> (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information:
- (c) the general conditions <u>2010B</u> (2021-12-02), General Conditions Professional Services (Medium Complexity),
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, COVID-19 Vaccination Requirement Certification;
- (h) the Contractor's bid dated _____ (will be inserted at Contract award)

ANNEX "A" STATEMENT OF WORK

Title

NWT Board Forum Website Hosting and Maintenance

Introduction

The Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) requires a single contractor to provide website hosting and maintenance services for the NWT Board Forum website (www.nwtboardforum.com).

Background

As members of the NWT Board Forum, the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) developed a Terms of Reference whereby the Department provides administrative support to the NWT Board Forum. A website was created for the NWT Board Forum and designed in Word Press. Graphics, text files and source files have been retained from the original contractor.

Objectives

- Modify and regularly update the website dedicated to the Northwest Territories (NWT)'s regulatory
 process and co-management network for NWT Board Forum members (internal audience) and
 members of the public including citizens, governments and industry (external audience) to:
- Improve the public's understanding and participation in the NWT's regulatory process by creating an interactive information resource for both board and public use;
- Develop elements of a common look and feel for the NWT Board Forum which could be used in future communications projects;
- Ensure all new NWT Board Forum reports, materials, training curriculum and photos are regularly incorporated onto the website. There are currently three online training modules. Typically there are 5 10 additional documents to be uploaded to the website per year.

Scope of Work

The Contractor must, perform the following to the satisfaction of the Project Authority:

- i) Provide the NWT Board Forum (www.nwtboardforum.com) with a website host and maintenance plan that helps achieve the following objectives to support the NWT Board Forum with their online initiatives:
- ii) Provide hosting services for the NWT Board Forum (www.nwtboardforum.com)
 - (1) maintain the domain name (<u>www.nwtbo</u>ardforum.com)
 - (2) host the website
 - (3) host interactive training modules insuring that the website has sufficient resources to support pre-made training modules
 - (4) provide a single point of contact for all website maintenance needs including software security patches and upgrades

- (5) ensure continuous access to the public website and provide twenty-four hour technical support in the event of a service outage
- iii) Provide webmaster services for the NWT Board Forum (www.nwtboardforum.com)
 - (1) provide expert advice and mentoring to the Project Authority regarding website design, renewal and accessibility standards
 - (2) provide technical support and training to the Project Authority on an as needed basis when new functionalities are added to the website
 - (3) maintain interactive training modules including maintaining licenses, and installing applicable patches, plugins and software upgrades to ensure continued website functioning
 - (4) maintain browser compatibility, the site must work with all modern browsers for both desktop (Internet Explorer, Microsoft Edge, Chrome, Firefox, Safari) and mobile devices (Chrome, Safari, Opera Mini, Internet Explorer)
 - (5) provide website analytics reports (i.e. website traffic, visitor counts)
 - (6) create and implement graphic design enhancements, as required
 - (7) complete the roll-out of feature enhancements
 - (8) complete quarterly regular website back-ups and site upgrades
 - (9) complete routine website text edits and document changes within ten business days of request submission
 - (10)complete urgent website text edits and document changes within one business day of request
 - (11)migrate and host new training modules as they are completed; liaise with training module developer to ensure compatibility with the website
 - (12) maintain training modules once they have been migrated ensuring continued functionality
 - (13)convert word documents to downloadable PDFs
 - (14) convert photographs to web friendly formats

Deliverables

The Contractor shall:

- i) Ensure the continued operation of the website providing uninterrupted service while implementing all updates and best practice security patches;
- ii) Provide one (1) electronic copy of all graphics, photos, text files, html source files and the site map, as requested by the Project Authority.

Language of Work

Meetings held with Project Authority must be in English. The work to be performed must be in English.

Travel Requirements

There no requirement for travel.

Applicable Documents

The Department will provide:

- i) All necessary copy, reference library documents;
- ii) Any additional necessary and/or relevant information to the extent that is available and of interest to the Contractor;
- iii) Content support and advice;
- iv) Liaison with the Contractor to review the work required and progress;

Written confirmation of required revisions

Solicitation No. - N° de l'invitation 1000237878 Client Ref. No. - N° de réf. du client 1000237878 Location of Work

The contractor must provide their own workspace. CIRNAC is not responsible for the provision of a work space.

Resources Available

The Contractor will be provided with:

- i) Graphics;
- ii) Photos;
- iii) Text Files;
- iv) Html source files;
- v) Site Map;

ANNEX "B" BASIS OF PAYMENT

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Statement of Work in annex A, to a limitation of expenditure of \$_____ (amount at contract award). Customs duties are included and Applicable Taxes are extra.

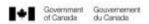
The Bidder's hourly rate for the propos			
CONTRACT PERIOD: Contract Award to March 31, 2026			
Category of Services	Total Cost		
NWT Board Forum Website Hosting and Maintenance	180 Hours		
Total Est			
Applicable Taxes Insert	GST: HST: PST:		
	GRAND TOTAL		

ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Number / Numéro du contrat 8 sification / Classification de sécurité Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS

LIST	E DE VÉRIFICATION DE	SEX	GENCES	RELATIVE	S À LA SÉCURITÉ	(LVERS)			
PART A - CONTRACT INFORMATIO	N / PARTIE A - INFORM	ATION	CONTR	ACTUELLE	4				
1. Branch / Sector / Directorate / Reg	ion /		2. Contra	act type/Ty	pe de contrat				_
Direction generale / Secteur / Direction generale / Secteur / Direction Governance and Partnerships,	tion / Région			an copy assume	on-compétitif	Competitive Type :	e / Compétitif	×	
3. Brief Description of Work / Brève de NWT Board Forum Website Mainten		*							
. Contract Amount / Montant du contr	nat 16,905.0				nd Address (for nor				19
Contract Start and End date / Date of Contract award to / au				oc as compa	grie (pour les cons				
. Will the supplier require / Le fournis	seur aura-t-il :								
7.1 access to PROTECTED and accès à des renseignements				tiou CLASSI	FIÉS?		No Non		Yes
7.2 an access card to AANDC p besoin d'une carte d'accès a							No Non		Yes
7.3 access to the departmental access au réseau informatique							No Non		Yes
(If the answer is No to all three	questions, go to Part D	/ Si ta	réponse	est Non au	x trois questions,	allez à la Partie	D)		Security
ART B - SAFEGUARDS OFF-SITE	(COMPANY) / PARTIE B	- MES	SURES D	E PROTECT	ION À L'EXTÈRIE	UR (COMPAGN	E)		
PHYSICAL INFORMATION / ASSETS	/ RENSEIGNEMEN	TS M	ATÉRIEL	S/BIENS					
. Will the supplier be required to recei	ive/store PROTECTED as	ndler (I ASSIEI	ED informati	nn/assets on its sit	e or numises?		-	
Le fournisseur sera-t-il tenu de rece							Non Non	П	Yes
NFORMATION TECHNOLOGY (IT) N	MEDIA / SUPPORT F	RELAT	IF À LA	TECHNOLOG	GIE DE L'INFORM	ATION (TI)			
1.1 Will the supplier be required to use	e its computers, portable r	media.	or IT sys	tems to elect	ronically process/s	tore sensitive	No No		Yes
information?			1.0		1800		Non	_	Ou
Le fournisseur sera-t-il tenu d'utilis électroniquement des renseigneme		s, med	sas porta	tifs ou syster	nes 11 pour traiter/	stocker			
3.2 Will the supplier be required to ele- Le fournisseur sera-t-Il requis de tr							No Non		Yes
d'autres parties?									
If yes, specify: / Si oui, specifiez :									
a) Email transmission / Transmi	ssion par courrier électron	nique :					No Non		Yes
b) Other transmission (Secure F	TP Collaboration etc)//	Autre h	ransmiss	on (FTP séc	urisé collaboration	etc)	IN No		Yes
c) Remote access required to A (VPN, Citrix):						District Control	Non Non		Yes
3.3 Will the supplier be required to safe	equard COMSEC* inform	ation o	r assets				1000	9 20 <u>00-0</u> 0	
Le fournisseur sera-t-il tenu de pro	téger des renseignement	s ou de	es biens	COMSEC* ?			No Non		Yes
Handling equipment and measures f	or secure transmission ar	nd emi	ssion (cr	yptographic,	secure fax/phone)/	Manipulation de	l'équipement	et des	2013. 2
mesures sécuritaires pour fin de tra	nsmission et émissions (c	ryptog	raphie, to	éléphone/télé	copieur sécure)				_
IO. SUMMARY CHART / TABLEAU	RÉCAPITULATIF								
Color State Color	Please refer to question :	PRO	отестер/	PROTEGE	1	CLASSIFED / CLASS	ant		7
Category	Vesifier vous référer à le question :	A		c	CONFIDENTIAL	SECRET	TOP SECR	ET	7
Information Planets Renseignements/Diens	7.1								1
Information (Assets (off site)		n	in	T I	ū	- Fi	n	_	1
Renseignementa/Etens (extédeur) 17 Information /Assets (off sile)	9.1	Ē	1 1	ī	n	- Ti	1 7		1
RenseignementalSters TI (extérieur) IT Transmission – e-mail Transmission TI – oburtiel	9.2 m)	Ħ	1 7						1
IT Transmission - other Transmission TI - suite	926)	ī	ī			7			
Remote Access to Network	9.7e)	Ħ	1 H	10		01			
Connection à distance au réseau COMSEC	9.3	Ħ	H						1
				- Ind					ೆ
PART C - PERSONNEL / PARTIE C	- PERSONNEL								
11.1 Personnel Security Screening Le Niveau d'enquête de la sécurité d			N/A / requis	Reliability			ecret To	op Sec	
			O CONTRACTOR						
11.2 May unscreened personnel be us Du personnel sans autorisation s	ed for portions of work? écuritaire peut-il se voir co	onfier o	des partic	es du travail?	_	No Yes Non Ou		A / on requ	uis
12. Will the documentation attached to La documentation associée à la pr					23	No Ye			
— мосительной паносно и и рг	and the state of t		C	- Ju Genoal		918	-		



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PART D - AUTHORIZATION / PART	TE D - AUTO	RISATION					
Organization Project Authority / C Name (print) = Nom (en lettres moulé Michelle Lewis		et de l'organisme Title - Titre Program Manager		Signature Lewis,	Michel	lle man and a second	
Telephone No. – N° de téléphone 867-669-2509	Facsimile N	io Nº de télécopleur	E-mail address - Adresse courriel Michelle.Lewis@canada.ca		Date 2021/12/15		
14. Organization Security Authority /	Responsable	de la sécurité de l'organis	me	200mm 102	2	5802:0GA:	
Name (print) - Nom (en lettres moulé Steven French	ies)	Title - Titre Supervisor, Contra	ect Security	Signature	french,	steven dame.	
na Compressora			E-mail address = Adress steven.french@sac-	diengrous	Date 2	2022/03/04	
 Are there additional instructions (Des instructions supplémentaires 			ion Guide) attached?		15?	No Yes	
16. Procurement Officer / Agent d'ap Name (print) = Nom (en lettres moulé		Title - Titre		spara	adis,	Digitally eigned by passile, truno Dre DHCA, DHCA, DUMSC-SAC, CHIP passile, transf Passile, tr	
Bruno Paradis		Sr Procurement an	d Contracting Officer	ntracting Officer bri		UNO Date: 0.02-03-06 15-05-12	
Telephone No. = Nº de téléphone 873-355-2459	Facsimile No Nº de télécopieur		E-mail address = Adresse courriel bruno.paradis2@sac-isc.go		Date 2022/02/08		
17. Contracting Security Authority / A Name (print) – Nom (en lettres moulé Steven French		tante en matière de sécu Title - Titre Supervisor, Contra		Signature	french,	steven Dataly specify-host, some	
Telephone No. – N° de téléphone 819-360-2958	ne Facsimile No N° de télécopleur		E-mail address = Adresse countel steven.french@sac-isc.gc.ca		Date 2022/03/04		

TBS/SCT 350-103(2004/12)	Security Classification / Classification de sécurité Unclassified	C PH
		Canadä

ANNEX "D" **COVID-19 VACCINATION REQUIREMENT CERTIFICATION**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVI	D-19 Vaccination Requirement Certification	
l,	(first and last name), as the representative	
of	(name of business) pursuant	
to	(insert solicitation number), warrant and certify that a	all
perso	nnel that (name of business) will provide on the	
result	ing Contract who access federal government workplaces where they may come into contact wit	h
public	servants will be:	
a.	fully vaccinated against COVID-19;	
b.	for personnel that are unable to be vaccinated due to a certified medical contraindication,	
	religion or other prohibited grounds of discrimination under the Canadian Human Rights Act,	
	subject to accommodation and mitigation measures that have been presented to and approve	d
	by Canada; or	
C.	partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their fi	st
	dose and subject to temporary measures that have been presented to and approved by Cana	da,
	immediately after which period the personnel will meet the conditions of (a) or (b) or will no lor	ge
	access federal government workplaces where they may come into contact with public servants	3
	under this Contract;	
until s	such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination	
Policy	for Supplier Personnel are no longer in effect.	
l cert	fy that all personnel provided by (name of	
busin	ess) have been notified of the vaccination requirements of the Government of Canada's COVID	-19
Vacci	nation Policy for Supplier Personnel, and that	

Solicitation No. - N° de l'invitation 1000237878 Client Ref. No. - N° de réf. du client 1000237878 the _____ (name of business) has certified to their compliance with this requirement. I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract. Signature: Optional For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above. Information you provide on this Certification Form and in accordance with the Government of Canada's

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.