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The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP.

**Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.**

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.

By signing its bid, the bidder confirms that they have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and certifies that:

1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.



## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

Annex A - Statement of Work,

Annex B - Basis of Payment,

The Appendices include:

Appendix 1 – Evaluation Criteria

Appendix 2 – Financial Bid Presentation Sheet

### **1.2 Summary**

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for....

1.2.1 Providing a service that monitors the use of the ENERGY STAR® brand (name and marks) in online marketplaces across Canada. Monitoring efforts should focus on the most visible sites, such as large-scale retailers as well as known targets identified by NRCan to ensure protection of the ENERGY STAR® brand. The service should identify instances of misuse of the ENERGY STAR® brand or marks, such as the ENERGY STAR® certification mark on uncertified products

1.2.2 There are no security requirements associated with this procurement.



1.2.3 This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### **1.3 Debriefings**

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



## 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](#) (2022-03-29), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- **In the complete text content (except Section 1 and 3)**  
**Delete:** Public Works and Government Services Canada” and “PWGSC”  
**Insert:** “Natural Resources Canada.” and “NRCan”
  
- **At 02 Procurement Business Number:**  
**Delete:** “Suppliers are required to”  
**Insert:** “It is suggested that suppliers”
  
- **At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 1:**  
**Delete:** in its entirety
  
- **At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2a:**  
**Delete:** : The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC headquarters is: [tps-gc.pwgsc@tps-gc.pwgsc.gc.ca](mailto:tpsgc.pareceptiondessomissions-apbidReceiving.pwgsc@tps-gc.pwgsc.gc.ca). or, if applicable, the email address identified in the bid solicitation.  
**Insert:** The only acceptable email address to use with CPC Connect for responses to bid solicitation issued by NRCan is: [procurement-appvisionnement@NRCan-RNCan.gc.ca](mailto:procurement-appvisionnement@NRCan-RNCan.gc.ca)
  
- **At 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2b:**  
**Delete:** “six business days”  
**Insert:** “five business days”
  
- **At 20, Further information, article 2b:**  
**Delete:** in its entirety

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days



## 2.2 Submission of Bids

Bidders must submit all proposals using the Canada Post Canada (CPC) Connect service. Given the current constraints on NRCan's networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation.

Bids must be submitted no later than the date and time indicated on page 1 of the bid solicitation.

**Only bids submitted using CPC Connect service will be accepted.**

At least five (5) business days before the bid solicitation closing date, it is necessary for the Bidder to send an email requesting to open CPC Connect conversation to the following address:

[procurement-provisionnement@NRCan-RNCan.gc.ca](mailto:procurement-provisionnement@NRCan-RNCan.gc.ca)

**Note:** Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open CPC Connect conversation, as detailed in the Standard Instructions [2003 \(article 08, paragraph 2\)](#), or to send bids through CPC Connect message if the bidder is using its own licensing agreement for CPC Connect.

**Note 2:** Send as early as possible in order to ensure a response, Requests to open a CPC Connect conversation received after that time may not be answered.

**IMPORTANT:** It is requested that you write the bid solicitation number in "Subject" of the email:  
**NRCan 5000072745-B - ENERGY STAR® Brand Monitoring**

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the bid is submitted correctly using CPC Connect service. Not complying with the instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

Due to the nature of the bid solicitation, bids transmitted by email, mail or facsimile to NRCan 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
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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





## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

### 2.4 Enquiries - Bid Solicitation

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

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

### 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory*).

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.

### 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at



least **five (5)** calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

The Bidder must submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately saved documents as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

#### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.



## **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with Appendix 2 – Financial Bid Presentation Sheet.

### **3.1.2 Exchange Rate Fluctuation**

**C3011T** (2013-11-06), Exchange Rate Fluctuation

## **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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Appendix 1 – Evaluation Criteria.

### **4.2 Basis of Selection**

#### **4.2.1 Highest Combined Rating of Technical Merit and Price**

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 65 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 130 points.

- 2. Bids not meeting (a) or (b) or (c) 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% 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 equal 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		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 Integrity 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.

#### 5.1.2 Additional Certifications Required with the Bid

##### 5.1.2.1 Aboriginal Designation

Who is eligible?

- a. An Aboriginal business, which can be:
  - i. a band as defined by the Indian Act
  - ii. a sole proprietorship
  - iii. a limited company
  - iv. a co-operative
  - v. a partnership
  - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.



The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- Our Company is NOT an Aboriginal Firm
- Our Company is an Aboriginal Firm, as identified above.

## 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 specified 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 property 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.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: \_\_\_\_\_

OR

Name of each member of the joint venture:

Member 1: \_\_\_\_\_  
 Member 2: \_\_\_\_\_  
 Member 3: \_\_\_\_\_  
 Member 4: \_\_\_\_\_





Identification of the administrators/owners/Board of Directors:

SURNAME	NAME	TITLE

**5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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**

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



**5.2.3.3 Former Public servant**

<p><b>Former Public Servants</b></p> <p>See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".</p>	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p>
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p>

**SIGNATURE for CERTIFICATION**

The Contractor certifies having read and understood the information included in the present document and acknowledges receipt.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name



## **PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

There are no security requirements associated with this procurement.



## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled, dated \_\_\_\_\_. (*to be completed at contract award*)

### 7.2 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 7.2.1 General Conditions

[2010B](#) (2022-12-01), General Conditions - Medium Complexity – Professional Services, apply to and form part of the Contract. [If applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan)]

### 7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

#### 7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Contract is not subject to any Comprehensive Land Claims Agreement(s).

### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Raymond Thai**  
Title: Procurement Specialist  
Organization: Natural Resources Canada (NRCan)



Address: 580 Booth Street, Ottawa, ON K1A 0E4  
Telephone: 343-543-7427  
E-mail address: [raymond.thai@NRCan-RNCan.gc.ca](mailto:raymond.thai@NRCan-RNCan.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.

### 7.5.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_ (to be filled out at contract award)  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
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.

### 7.5.3 Contractor's Representative

Name: \_\_\_\_\_ (to be filled out at contract award)  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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



## 7.7 Payment

### 7.7.1 Basis of Payment - Firm Price, Firm Unit Price(S) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.7.2 Method of Payment

#### Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

## 7.8 Invoicing Instructions

Invoices shall be submitted using **the following method**:

E-mail:

[Invoicing-Facturation@nrcan-rncan.gc.ca](mailto:Invoicing-Facturation@nrcan-rncan.gc.ca)

**Note:** Attach "PDF" file. No other formats will be accepted

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the Contract number: \_\_\_\_\_ (**to be filled out at contract award**)

**Invoicing Instructions to suppliers:** <http://www.nrcan.gc.ca/procurement/3485>

## 7.9 Certifications and Additional Information

### 7.9.1 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.

#### **7.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (to be filled out at contract award)

#### **7.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2022-12-01), Conditions - Medium Complexity – Professional Services
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

#### **7.12 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)**

*SACC Manual* clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

***OR***

*SACC Manual* clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

#### **7.13 Insurance - No Specific Requirement**

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.

#### **7.14 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.



- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".





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## ANNEX “A” – STATEMENT OF WORK

### 1.0 SCOPE for “ENERGY STAR® Brand Monitoring”

#### 1.1 Objective

The objective of this project is to strengthen NRCan’s efforts to monitor the unauthorized use of the ENERGY STAR® name and marks in online marketplaces across Canada to ensure the integrity of the brand for authorized organizations (Participants) and consumers.

#### 1.2 Background

The ENERGY STAR® symbol is an internationally recognized and trusted mark of high energy efficiency. The symbol means that a product, new home, building, or industrial facility is certified as energy efficient. Natural Resources Canada's (NRCan's) Office of Energy Efficiency (OEE), under an agreement with the United States Environmental Protection Agency (EPA), promotes the international ENERGY STAR® symbol in Canada and monitors its use.

In promoting and administering the ENERGY STAR® initiative in Canada, NRCan **must** ensure that the ENERGY STAR® name and trademarks are used appropriately. Ensuring that the ENERGY STAR® name and marks are used properly protects every ENERGY STAR® Participant’s investment in the program and consumer confidence in the ENERGY STAR® brand.

NRCan is responsible for protecting the brand and registered marks through proactive monitoring and enforcement. Failure to enforce infringements can result in the weakening of the mark and loss of distinctiveness of the brand.

Both NRCan and the EPA have set out specific rules associated with brand use. Non-compliance and misuse of ENERGY STAR® brand elements by authorized Participants can lead to cancellation of agreements (and a loss of the ability to use this high-influence brand), whereas misuse by non-participants can lead to deletion of their social media pages, fines, or legal action, depending on the severity of the case.

NRCan’s current process to identify infractions is manual and reactive, e.g., performing web searches, manually verifying claims against certified product listings, and directly contacting website owners when infractions are identified.

### 2.0 REFERENCE DOCUMENTS

- 2.1 [ENERGY STAR Canada brand book](#): provides instructions on how the ENERGY STAR® marks and name should be used in Canada. The Brand Book also presents examples of common mark uses and misuse;
- 2.2 [ENERGY STAR Searchable product list](#): the official list of currently-certified ENERGY STAR® products.

### 3.0 REQUIREMENTS

#### 3.1 Scope of Work



Provide a service that monitors the use of the ENERGY STAR® brand (name and marks) in online marketplaces across Canada. Monitoring efforts should focus on the most visible sites, such as large-scale retailers as well as known targets identified by NRCan to ensure protection of the ENERGY STAR® brand. The service should identify instances of misuse of the ENERGY STAR® brand or marks, such as the ENERGY STAR® certification mark on uncertified products.

### 3.2 Tasks

#### 3.2.1 Web Monitoring

3.2.1.1 **Web monitoring:** Conduct monitoring activities of web sites for inappropriate use of the ENERGY STAR® name and marks. Web monitoring activities include results from domain scans, keyword scans and image scans. Monitoring **must** occur across a variety of retailers, including big box stores and e-commerce sites in the Canadian marketplace. Results **must** be reported to NRCan on a regular basis (see 3.2.3).

Web monitoring **must** include the following activities:

- **Unauthorized non-Participant use:** Reports **must** identify unauthorized use of the ENERGY STAR® brand including the name and marks. Any non-authorized organization (non-Participant) using the ENERGY STAR® brand **must** be included in the monthly reports;
- **Unauthorized uncertified product use:** The web monitoring service **must** be able to identify uncertified products that are using the ENERGY STAR® certification mark. Product models found using the ENERGY STAR® certification mark online **must** have their product model numbers compared to NRCan’s ENERGY STAR® [Searchable product list](#). Any product model not found on the list **must** be reported to NRCan as ENERGY STAR® as non-compliant; and
- **Whitelisting capabilities:** The service **must** be able to whitelist authorized ENERGY STAR® Participants from web monitoring activities to reduce the frequency of false positives.

Specifically, trademarks to be monitored are:

ENERGY STAR Participant Trademark	
ENERGY STAR Certification Trademark	



Keyword search terms to be monitored are:

- ENERGY STAR
- ENERGY STAR Certified
- ENERGY STAR approved
- ENERGY STAR rated
- ENERGY STAR qualified
- Certifié ENERGY STAR
- Qualifié ENERGY STAR
- Conforme aux exigences d'ENERGY STAR
- coté ENERGY STAR
- ENERGYSTAR

### 3.2.2 Enforcement services

- 3.2.2.1 NRCan will review cases of misuse as identified in monthly reports of all activities identified in 3.2.1 and submit actionable cases for enforcement to the Contractor;
- 3.2.2.2 Cases **must** be enforced through cease-and-desist letters sent by the Contractor on behalf of NRCan;
- 3.2.2.3 The Contractor **must** send a follow-up letter after 30 days on behalf of NRCan if the targeted organization fails to respond;
- 3.2.2.4 The Contractor **must** track all actionable cases. Any response to cease and desist letters **must** be provided directly to NRCan; and
- 3.2.2.5 Templates for the letters will be provided by NRCan.

### **3.3 Deliverables and Milestones Schedule**

The contractor **must** provide monthly brand infringement and enforcement reports to the Project Authority no later than the 5th business day following the period being reported. These reports **must** include a detailed summary of all brand monitoring results and all actioned enforcement tasks. The contractor **must** provide a record of all communications (enforcement actions) taken on behalf of NRCan.

The contractor **must** provide monthly performance analytics reports for Task 3.2 to the Project Authority no later than the 5th business day following the period being reported.

#### **Milestones Schedule\***

- Milestone #1 = 1<sup>st</sup> monthly performance analytic report delivered
- Milestone #2 = 2<sup>nd</sup> monthly performance analytic report delivered
- Milestone #3 = 3<sup>rd</sup> monthly performance analytic report delivered
- Milestone #4 = 4<sup>th</sup> monthly performance analytic report delivered
- Milestone #5 – 5<sup>th</sup> month performance analytic report delivered
- Milestone #6 = 6<sup>th</sup> monthly performance analytic report delivered
- Milestone #7 = 7<sup>th</sup> monthly performance analytic report delivered
- Milestone #8 = 8<sup>th</sup> monthly performance analytic report delivered



- Milestone #9 = 9<sup>th</sup> monthly performance analytic report delivered
- Milestone #10 = 10<sup>th</sup> monthly performance analytic report delivered

\*This schedule is considered tentative. Canada reserves the right to modify this schedule prior to Contract Award.

#### 4.0 Source of Acceptance

All deliverables and services rendered under any contract are subject to a review by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory or require their correction before payment will be authorized.

### 5.0 OTHER TERMS AND CONDITIONS

#### 5.1 Contractor's Obligations

In addition to the tasks outlined in the requirements section of this Statement of Work, the Contractor **must**:

- 5.1.1 return all materials belonging to NRCan, where applicable, upon completion of the contract;
- 5.1.2 submit any written reports in electronic format
  - 5.1.2.1 Brand Monitoring reports: Microsoft Excel; and
  - 5.1.2.2 Analytic Reports: in graphic form in Microsoft Excel and Word;
- 5.1.3 participate in teleconferences, as needed;

#### 5.2 NRCan's Obligations

During the contract period, NRCan will provide:

- 5.2.1 any relevant background information about the ENERGY STAR® program and requirements for labelling and promotion; access to a staff member who will coordinate activities and provide assistance/support; and
- 5.2.2 comments on deliverables will be provided within a reasonable timeframe.

NRCan shall:

- 5.2.3 give access to or provide data from NRCan's ENERGY STAR® product database;
- 5.2.4 give access to a staff member who will be available to coordinate activities;
- 5.2.5 provide templates for any enforcement correspondence;
- 5.2.6 provide comments on draft reports within fifteen (15 working days) and/or,
- 5.2.7 provide other assistance or support.

The Contractor **will not** be provided access to any NRCan system, network, software or database unless determined essential by the Project Authority.



### 5.3 Language of Work

The language of the work shall be in English.

### 5.4 Location of Work

All work will be completed at the Contractor's place of business. Deliverables will be provided to the project authority (NRCan) through email.

### 6.0 DIVERSITY

Natural Resources Canada is committed to making our Department more inclusive for everyone and fostering an equitable workplace culture that values diversity and creates an environment that is welcoming and rewarding for all. We encourage the businesses that work with us to reflect these values. More information can be found at: <https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html>

### 7.0 SCIENTIFIC INTEGRITY POLICY

*In satisfying the requirements of this agreement, the Recipient is encouraged to comply with the provisions and intent of the NRCan Scientific Integrity Policy (SIP) and to discharge its contractual obligations in support of research, science, or related activities in a manner consistent with all relevant NRCan SIP provisions. For more information on the Scientific Integrity Policy, please visit the NRCan website at: <https://www.nrcan.gc.ca/scientific-integrity/21665#a20>*



**ANNEX "B" – BASIS OF PAYMENT**

**(Will be completed at contract award)**



**APPENDIX 1 - EVALUATION CRITERIA**

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

**1. Technical Criteria**

**1.1 Mandatory Evaluation Criteria**

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Requirement #	Mandatory Requirement	Compliant	Referenced Section/Page in Bidder’s Proposal
M1	<p><b>Web monitoring</b></p> <p>The Bidder <b>must</b> possess expertise in conducting web monitoring activities including results from domain scans, keyword scans and image scans. The Bidder <b>must</b> demonstrate their expertise by submitting the following information for two (2) recent** projects completed by the Bidder:</p> <ul style="list-style-type: none"> <li>I. Project Name</li> <li>II. Proponent’s Name, Title and Organization*</li> <li>III. Proponent’s Contact Information (address, phone number, email address, website)</li> <li>IV. Date of Completion</li> <li>V. Cost of Project (Rounded to nearest \$5,000)</li> <li>VI. Summary of Project (Approximately 100 words or less)</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Requirement #	Mandatory Requirement	Compliant	Referenced Section/Page in Bidder's Proposal
	<p>VII. An attached cover page of the final report of the project described.</p> <p>*Note: References will <b>only</b> be contacted to verify information and <b>NOT</b> to request additional information.</p> <p>** The projects <b>must</b> have been completed within the last five (5) years from date of bid solicitation closing on page #1 of the RFP.</p> <p><b>The Bidder may refer to projects already submitted as part of their response to any other Mandatory Requirement in the proposal.</b></p>		
M2	<p><b>Enforcement services</b></p> <p>The Bidder <b>must</b> possess expertise in providing enforcement services as described in the Statement of Work (SOW). The Bidder <b>must</b> demonstrate their expertise by submitting the following information for two (2) recent* projects completed by the Bidder within the last five (5)** years:</p> <ol style="list-style-type: none"> <li>I. Project Name</li> <li>II. Proponent's Name, Title and Organization*</li> <li>III. Proponent's Contact Information (address, phone number, email address, website)</li> <li>IV. Date of Completion</li> <li>V. Cost of Project (Rounded to nearest \$5,000)</li> <li>VI. Summary of Project (Approximately 100 words or less)</li> <li>VII. An attached cover page of the final report of the project described.</li> </ol> <p>* Note: References will <b>only</b> be contacted to verify information and <b>NOT</b> to request additional information.</p> <p>** The projects <b>must</b> have been completed within the last five (5) years from date of bid solicitation on page #1 of the RFP.</p> <p><b>The Bidder may refer to projects already submitted as part of their response to any other Mandatory Requirement in the proposal.</b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	





Requirement #	Mandatory Requirement	Compliant	Referenced Section/Page in Bidder's Proposal
M3	<p><b>Analytical Reporting</b></p> <p>The Bidder <b>must</b> possess expertise in analytical reporting in regards to project activities and outcomes identified in Section 3.0 of the SOW. The Bidder <b>must</b> demonstrate their expertise in this domain by submitting the following information for two (2) recent* projects** completed by the Bidder:</p> <ol style="list-style-type: none"> <li>I. Project Name</li> <li>II. Proponent's Name, Title and Organization***</li> <li>III. Proponent's Contact Information (address, phone number, email address, website)</li> <li>IV. Date of Completion</li> <li>V. Cost of Project (Rounded to nearest \$5,000)</li> <li>VI. Summary of Project (Approximately 100 words or less)</li> <li>VII. An attached example of the analytic reporting methods used for the project (maximum two pages).</li> </ol> <p>* The projects <b>must</b> have been completed within the last five (5) years from date of bid solicitation on page #1 of the RFP.</p> <p>** Note: References will <b>only</b> be contacted to verify information and <b>NOT</b> to request additional information.</p> <p><b>The Bidder may refer to projects already submitted as part of their response to any other Mandatory Requirement in the proposal.</b></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	



## 1.2 Evaluation of rated criteria

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required overall for the rated criteria to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:

Point- Rated Criteria	Points Breakdown		Referenced Section/Page in Bidder's Proposal
	Bidder's Methodology and Approach		



RT1	<p>The Bidder should provide a detailed work plan covering all the requirements in Section 3.2.1 of the Statement of Work for web monitoring.</p> <p>The plan should set out each of the following elements:</p> <ul style="list-style-type: none"> <li>(a) The specific activities;</li> <li>(b) Timelines;</li> <li>(c) The level of effort and resource for each activity;</li> <li>(d) Bidder’s understanding of web monitoring activities and requirements;</li> <li>(e) Methodology and execution with identifying potential problems and proposed solutions;</li> <li>(f) Approach and understanding of the expected deliverables (such as quality control and reporting systems, and the processes in place to ensure successful delivery of the work).</li> </ul>	<p>A maximum of ten (10) points will be awarded for each element, up to a maximum of sixty (60) points.</p> <p>Six (6) elements addressed – 60 pts</p> <p>Five (5) elements addressed – 50 pts</p> <p>Four (4) elements addressed – 40 pts</p> <p>Three (3) elements addressed – 30 pts</p> <p>Two (2) elements addressed – 20 pts</p> <p>One (1) element addressed – 10 pts</p> <p>No element addressed – 0 pt</p>	<b>/60</b>	
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RT2	<p>The Bidder should provide a detailed work plan covering all the requirements in section 3.2.2 of the Statement of Work for enforcement services.</p> <ul style="list-style-type: none"> <li>(a) The specific activities anticipated;</li> <li>(b) Timelines;</li> <li>(c) The level of effort and resource for each activity;</li> <li>(d) Bidder’s understanding of the enforcement services as they relate to web monitoring activities; ;</li> <li>(e) Methodology and execution with identifying potential problems and proposed solutions;</li> <li>(f) Approach and understanding of the expected deliverables (such as quality control and reporting systems, and the processes in place to ensure successful delivery of the work).</li> </ul> <p>Ten (10) points will be allotted for each element for up to a maximum of sixty (60).</p>	<p>A maximum of ten (10) points will be awarded for each element, up to a maximum of sixty (60) points.</p> <p>Six (6) elements addressed – 60 pts</p> <p>Five (5) elements addressed – 50 pts</p> <p>Four (4) elements addressed – 40 pts</p> <p>Three (3) elements addressed – 30 pts</p> <p>Two (2) elements addressed – 20 pts</p> <p>One (1) element addressed – 10 pts</p> <p>No element addressed – 0 pt</p>	<b>/60</b>	
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<p><b>RT3</b></p>	<p><b><u>Diversity</u></b></p> <p>The Bidders should demonstrate the following corporate activities they have implemented to promote anti-racism and diversity within their organisation:</p> <ul style="list-style-type: none"> <li>a. The bidder has internally published policies or commitments on anti-racism and inclusiveness;</li> <li>b. The bidder has publicly available organisational commitments to a diverse workforce;</li> <li>c. The bidder’s employees are mandated to take mandatory training on anti-racism</li> <li>d. The bidder’s employees are mandated to take unconscious bias training;</li> <li>e. The bidder has developed internal staffing and/or recruitment strategy(ies) to increase representation of underrepresented groups in their workforce.</li> </ul> <p><b>Supporting Documents:</b></p> <p>The bidder should provide details of the following activities.</p> <p>For activities described in a. and b. (policy and commitments), the bidder should provide copies of policy or commitment documents including their effective date.</p> <p>For activities described in c. and d. (training), the bidder should provide the name of the course and the service provider; if developed internally, a copy of the course outline.</p> <p>For activities described in e. (staffing), the bidder should provide copies of job posting, or other staffing/recruitment documents demonstrating compliance with the rated criteria.</p>	<p><b>Maximum 2 point for each Diversity Activity (Max 10 Points)</b></p> <p><b>0 points</b> - the bidder does not address.</p> <p><b>1 points</b> - The bidder has provided information on the existence of the diversity activity but does not provide the supporting documents.</p> <p><b>2 points</b> - The bidder has fully described the diversity activity and provided supporting documents as evidence.</p>	<p><b>10</b></p>	
<p><b>Total points available</b></p>			<p><b>130</b></p>	
<p><b>Minimum points required</b></p>			<p><b>65</b></p>	



**APPENDIX 2 - FINANCIAL BID PRESENTATION SHEET**

**Firm Price - Milestone Payments**

Bidder tendered all-inclusive firm price to perform the work is in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

<b>Milestone #</b>	<b>Description of Milestone</b>	<b>Firm Price (Applicable Taxes Excluded)</b>
<b>1</b>	1st monthly performance analytic report delivered.	\$ _____
<b>2</b>	2nd monthly performance analytic report delivered	\$ _____
<b>3</b>	3rd monthly performance analytic report delivered	\$ _____
<b>4</b>	4th monthly performance analytic report delivered	\$ _____
<b>5</b>	5th monthly performance analytic report delivered	\$ _____
<b>6</b>	6th monthly performance analytic report delivered	\$ _____
<b>7</b>	7th monthly performance analytic report delivered	\$ _____
<b>8</b>	8 <sup>th</sup> monthly performance analytic report delivered	\$ _____
<b>9</b>	9 <sup>th</sup> monthly performance analytic report delivered	\$ _____
<b>10</b>	10 <sup>th</sup> monthly performance analytic report delivered	\$ _____
<b>Total Firm Price for Financial Proposal Evaluation:</b>		<b>\$ _____</b>