



REQUEST FOR PROPOSAL NUMBER:	NRCan-5000013263
TITLE:	Provision of Technical, Stakeholder Engagement, Project Management and Administrative Secretariat Services to Establish and Support an Energy Efficient Set-top Box Working Group
DATE OF SOLICITATION:	September 19 th , 2013 (Eastern Standard EST)
SOLICITATION CLOSING DATE AND TIME:	October 29 th at 2:00 P.M. (Eastern Standard EST)
ADDRESS INQUIRIES TO CONTRACTING AUTHORITY:	Joan Anthony Natural Resources Canada Procurement Specialist Fax: (613) 996-1024 Email: janthony@nrcan.gc.ca
SECURITY:	There is no security requirement associated with this solicitation.
SEND PROPOSAL TO:	Natural Resources Canada Bid Receiving Unit, Mailroom 588 Booth street, Room 108 Ottawa, Ontario K1A 0Y7 Attention: Joan Anthony
VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT):	
CONTACT/TELEPHONE/FAX/EMAIL ADDRESS:	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):	
PROPOSAL TO: NATURAL RESOURCES CANADA We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto and on any attached sheets at the price(s) set out therefore. Signature of Person Authorized to Sign on behalf of Vendor/Firm: Date _____	



REQUEST FOR PROPOSAL (RFP)

FOR

The Provision of Technical, Stakeholder Engagement, Project Management and Administrative Secretariat Services to Establish and Support an Energy Efficient Set-top Box Working Group

FOR

NATURAL RESOURCES CANADA (NRCAN)

A "Request for Proposal" (RFP) is the solicitation document used to seek proposals or bids from suppliers. The term "Bidder", also called the "Offeror", refers to the potential supplier submitting a proposal or a bid. **The Bidder submitting a proposal may, however, consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Bidders' compliance to the Mandatory and Rated Requirements.**

Wherever the words "Proposal" or "Bid" appear in this document", each shall be taken to mean the same as the other.

The MANDATORY REQUIREMENTS of this RFP are identified specifically with the words "MANDATORY", "MUST", "ESSENTIAL", "SHALL", "WILL", "IT IS REQUIRED", AND "REQUIRED". IF a MANDATORY REQUIREMENT is not complied with, the proposal will be considered NON-RESPONSIVE and will not receive any further consideration. In the context of this RFP, Non-Responsive, Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

NOTICE TO BIDDERS: The following documents are enclosed and form part of this bid package:

RFP #5000013263, including all Parts, Appendices and Annexes as listed in the Table of Contents below.

The Bidder acknowledges that all of the aforementioned documents were received in its bid package. It is the responsibility of the Bidder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting the Contracting Authority (CA) as identified on Page 1 of this RFP. Failure to obtain any missing document(s) shall not relieve the Bidder from compliance with any obligation imposed by the RFP, nor excuse the Bidder from the guidelines set out therein.



TABLE OF CONTENTS

PART I: GENERAL INFORMATION	4
1. INTRODUCTION.....	4
2. SUMMARY.....	4
PART 2 – BIDDER INSTRUCTIONS.....	5
1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2. SUBMISSION OF BIDS/ BID RECEIVING UNIT ADDRESS	5
3. ENQUIRIES - BID SOLICITATION.....	6
4. BIDDER FINANCIAL CAPABILITY	6
5. APPLICABLE LAWS	6
6. DISCLOSURE OF INFORMATION	6
7. CONFLICT OF INTEREST.....	7
8. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY	7
9. BID PREPARATION INSTRUCTIONS.....	7
PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
1. EVALUATION PROCEDURES	9
2. RIGHTS OF NRCAN	9
3. BASIS OF SELECTION	9
4. SOLE BID – PRICE SUPPORT	10
5. CONTRACT AWARD NOTICE/ BIDDER PROPOSAL EVALUATION DEBRIEFING	10
PART 4 - RESULTING CONTRACT CLAUSES	12
1. STATEMENT OF WORK	12
2. PRIORITY OF DOCUMENTS	12
3. TERM OF CONTRACT	12
4. STANDARD CLAUSES AND CONDITIONS.....	12
5. SECURITY REQUIREMENT	14
6. AUTHORITIES	14
7. PAYMENT.....	15
8. INVOICING INSTRUCTIONS	17
9. CERTIFICATIONS	17
10. APPLICABLE LAWS	17
11. CONTRACT ADMINISTRATION	17
ANNEX A - STATEMENT OF WORK	18
ANNEX B – TECHNICAL EVALUATION CRITERIA	23
ANNEX C – FINANCIAL PROPOSAL	29
ANNEX D - CERTIFICATIONS	31



PART I: GENERAL INFORMATION

1. INTRODUCTION

The bid solicitation is divided into four (4) parts plus 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 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 4 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Financial Proposal, Technical Evaluation Criteria, Certifications and any other annexes.

2. Summary

By means of this RFP, NRCan is seeking proposals from bidders to;

- develop a systematic plan to assist in identifying and engaging key set-top box stakeholders in the area of STB energy efficiency, including but not limited to NRCan, provincial government, regulatory bodies, utilities and/or power authorities, manufacturers, software developers and service providers;
- develop and implement a systematic method and tools to inform and advise stakeholders in developing a collective plan of action toward accelerated STB energy efficiency that is mutually agreed-upon and for which all members take ownership; and
- map out a defined implementation plan focused on clear deliverables/results and timelines.

The period of the contract shall be for one year with the option to extend the period of the contract for up to two (2) additional twelve (12) month periods.

This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO- AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT), the Canada - Chile Free Trade Agreement (CCFTA), Canada - Colombia Free Trade Agreement and the Canada-Peru Free Trade Agreement (CPFTA).



PART 2 – BIDDER INSTRUCTIONS

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>) 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.

Standard Instructions - Goods or Services - Competitive Requirements 2003 (2013-06-01) are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3):** *delete* “Public Works and Government Services Canada” and *insert* “Natural Resources Canada”. *Delete* “PWGSC” and *insert* “NRCan”.
- **Under Subsection 4 and 5 of Section 1 - Code of Conduct and Certifications:** *delete* in its entirety
- **In section 2:** *delete* “Canadian suppliers are required to” and insert “It is suggested that Canadian suppliers”
- **Under subsection 4 of Section 5 – Submission of Bids:** *delete* “sixty (60) days” and *insert* “ninety (90) days”
- **Under Subsection 1 of Section 8 - Transmission by Facsimile:** *delete* “819-997-9776” and *insert* “613-995-2920”
- **Under Subsection 2 of Section 20:** not applicable.

2. SUBMISSION OF BIDS/ BID RECEIVING UNIT ADDRESS

It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

Natural Resources Canada
Bid Receiving Unit - Mailroom
588 Booth Street, Room 108
Ottawa, Ontario K1A 0Y7
Attention: Joan Anthony

It is requested that the Bidder’s name, return address, Request for Proposal Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder’s proposal. Failure to do so may result in bids being misdirected. **NRCan will not assume responsibility for proposals directed to any other location.**

The onus is on the Bidder to ensure that the proposal is delivered to the location above. Not complying with the above 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.

- 2.1 Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to NRCan will not be accepted.



3. ENQUIRIES - BID SOLICITATION

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

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

To comply with the [Code of Conduct for Procurement](#), bidders are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

4. BIDDER FINANCIAL CAPABILITY

The Bidder may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical and financial capability to satisfy the requirements as stipulated in this RFP. If requested, financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer. Information requested by NRCan is to be provided by the Bidder as stipulated in the request by the Contracting Authority.

Should the Bidder provide the requested information to Canada in confidence, while indicating that the disclosed information is confidential, Canada will then treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a proposal is found to be non-responsive on the basis that the Bidder is considered not to be financially capable of performing the subject requirements, official notification shall be provided to the Bidder by NRCan.

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.

6. DISCLOSURE OF INFORMATION

Any information, data and/or Intellectual Property which is provided in a proposal and is demonstrably proprietary to a Bidder, shall be so identified specifically (by paragraph, table, figure) in the proposal, and Natural Resources Canada will endeavor to protect such proprietary information, data and/or Intellectual Property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by Bidders for the purpose of this RFP will be treated as "Commercially Confidential" and kept in confidence by Natural Resources Canada unless expressly stated otherwise in this RFP. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of proposal evaluation and for the activities related to the process of contract



award, as applicable. Unless it is required to do so by law, NRCan will not divulge such data and/or information to any third party.

7. CONFLICT OF INTEREST

If NRCan determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with NRCan, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of NRCan. In the event that NRCan decides that action is necessary in order to remove such a conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with NRCan.

8. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

The contract will not result in the development of any intellectual property.

9. BID PREPARATION INSTRUCTIONS

Natural Resources Canada encourages the use of recycled paper and two-sided printing. Reduction in the size of documents will contribute to Natural Resources Canada's sustainable development initiatives and reduce waste.

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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- 3) use a numbering system that corresponds to the bid solicitation.

In support of the Policy on Green Procurement, it is requested that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid - (3 hard copies)

Section II: Financial Bid - 1 hard copy, under separate cover. Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not to be repeated in any other section of the bid.

Section III: Certifications-1 hard copies

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a proposal in response to this RFP.

All fees, associated with the transfer of data or of all documents as may be required by NRCan as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.



14.1 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 must demonstrate their capability in a thorough, concise and clear manner for successfully carrying out the work as described in the Annex "A" – Statement of Work".

Bidders must respond to government bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid or contract documents, and submit bids and enter into contracts only if they will fulfill all obligations of the contract.

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 and may result in a loss of points. 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.

It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Bidder must provide sufficient details in its proposal to substantiate compliance with what is required; all professional experience must be fully documented and substantiated in the proposal(s).

In the event of a proposal submitted through contractual joint venture, the proposal shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. (All members of the joint venture shall be jointly and severally or solidarily liable for the performance of any resulting contract awarded as a result of a joint venture.)

14.2 Page 1 of the RFP Document

It is mandatory that all bidders sign their submitted proposal. It is requested that all bidders complete, sign and date Page 1 of this RFP (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers and business contact) prior to submitting their proposal. As the signature indicates a clear acceptance of the terms and conditions set out in the RFP, it is the Bidder's responsibility to ensure that the signatory has the authority within its organization to commit the Bidder by making such a contractual offer.

As per article 1 of Part 2, the Bidder hereby agrees, by submitting his/her proposal in response to this RFP, to all the instructions, terms, conditions and clauses detailed herein.

14.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex "C"- Financial Proposal. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing will be applied as the initial conversion factor for the specified currency.

Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada.

14.4 Section III: Certifications

Bidders must submit the certifications as per Annex "D".



PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria and in conjunction with Annex "A" - Statement of Work;
- (b) If the Bidder is deemed non-responsive as a result of evaluation, the bid will be set aside and not considered for contract award.
- (c) The proposed successful bidder will be determined in accordance with the contractor selection method stated in this Part.
- (d) All proposals shall be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process. All bidders will be subject to the terms of the *Access to Information Act* and to other applicable law or orders of courts or other tribunals having jurisdiction.
- (e) An evaluation team will evaluate the proposals on behalf of NRCAN. While the evaluation team will normally be comprised of representatives of NRCAN, it *may* also include representatives from other Government Departments and Agencies or third party participants as selected by NRCAN.

2. RIGHTS OF NRCAN

NRCAN reserves the right to:

- seek clarification or obtain verification of statements made in a proposal;
- reject any or all proposals received in response the bid solicitation;
- enter into negotiations with bidders on any or all aspects of their proposal;
- accept any proposal in whole or in part without prior negotiation;
- cancel the bid solicitation at any time;
- reissue the bid solicitation;
- verify any or all information provided by the Bidder with respect to the solicitation including references;
- retain all proposals submitted in response to the solicitation;
- declare a proposal non-responsive if NRCAN determines during the evaluation phase that the Bidder does not have the legal status, the facilities or the technical, financial and/or managerial capabilities to fulfill the requirements stated herein;
- discontinue the evaluation of any proposal which is determined, at any stage of the evaluation process, to be non-responsive.

3. BASIS OF SELECTION

Only those bids that are deemed to be responsive (compliant) will be evaluated under the basis of selection:

Highest Combined Rating of Technical Merit and Price

The responsive (compliant) Bidder with the highest combined rating of technical merit (**70%**) and price (**30%**) will be recommended for award of a contract. See the following example table below.

Example of 70% Technical Merit and 30% Price Determination



	Bidder 1	Bidder 2	Bidder 3
Technical Points Achieved by Bidder	88	82	76
Price Quoted by Bidder	\$85,000	\$80,000	\$75,000
CALCULATIONS			
	Technical Points Achieved	Rated Price Points Achieved	Total Points Achieved
Bidder 1	$\frac{88}{*88} \times 70 = 70.00$	$\frac{**75}{85} \times 30 = 26.47$	96.47
Bidder 2	$\frac{82}{*88} \times 70 = 65.23$	$\frac{**75}{80} \times 30 = 28.13$	93.36
Bidder 3	$\frac{76}{*88} \times 70 = 60.46$	$\frac{**75}{75} \times 30 = 30.0$	90.46
* Represents the highest technical score			
** Represents the lowest priced proposal			

Assumption: Three responsive (compliant) bids have been received. The maximum technical score that can be obtained is 100 points. The highest technical score and lowest bid price receive full rated percentage and other proposals are pro-rated accordingly.

The winner is the Bidder scoring the highest Total Points as a result of applying the Best Value Calculations to the technical bid and the bid price respectively. Based on the above calculations a contract would be awarded to Bidder 1.

4. SOLE BID – PRICE SUPPORT

In the event that the Bidder’s proposal is the sole bid received and is deemed responsive, NRCan may request one or more of the following as acceptable price support:

- a) Current published price list indicating the percentage discount available to the federal government; and/or
- b) Paid invoices for like services sold to other customers; and/or
- c) A price certification statement; and/or
- d) Any other supporting documentation as requested.

5. CONTRACT AWARD NOTICE/ BIDDER PROPOSAL EVALUATION DEBRIEFING

A Contract Award Notice (CAN) will be prepared and published on the Government Electronic Tendering Service (GETS) hosted by Public Works and Government Services Canada’s website <https://buyandsell.gc.ca/> within seventy-two (72) days after award of any contract. Bidders may request and receive a de-briefing provided that a written request is received by e-mail at janthony@nrcan.gc.ca no later than thirty (30) calendar days from the published date of the CAN.

Bidders are requested to direct any additional questions they may have respecting this competitive bid process to the Contracting Authority detailed herein.

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the



solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 4 - RESULTING CONTRACT CLAUSES

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

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)*

2. PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any document that appears 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) General Conditions - Professional Services - Medium Complexity 2010B (2013-06-27);
- (c) The supplemental general conditions identified herein;
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment; *(to be included at contract award)*
- (f) The Contractor's bid dated _____ *(insert date of bid)*

3. Term of Contract

3.1 Period of the Contract

The period of the Contract is from date of Contract award to *(insert end date)* inclusive.

3.2 Option to Extend the Contract

The Contractor grants to NRCan the irrevocable option to extend the period of the contract for up to two (2) additional twelve (12) month periods, under the same terms and conditions and at the prices and/or rates stated in the contract.

The option may only be exercised by the Contracting Authority, at the request of the Project Authority, and will be evidenced, for administrative purposes only, through a contract amendment. NRCan may exercise the option, or any extension thereof, at any time by written notice to the Contractor at least 30 calendar days prior to the contract expiry date.

4. Standard Clauses and Conditions

Notwithstanding that they have not been expressly articulated, all clauses and conditions identified in the Contract by number, date and title are applicable and are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

4.1 General Conditions

General Conditions - Professional Services - Medium Complexity 2010B (2013-06-27) apply to and form part of the Contract with the modifications to the text below. If there is a conflict between the provisions of **2010B** and this document, this document prevails.



- As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

4.2 Insurance

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

4.3 Intellectual Property

The contract will not result in the development of any intellectual property.

4.4 Supplemental General Conditions

The following clauses apply to this contract:

4.4.1 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

Organizations are encouraged to select from one of the following two options:

Option 1: The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



Option 2: Each party hereby:

- a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and
- b) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

4.4.2 Withholding Tax of 15 Percent

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

4.4.3 Foreign Nationals (Canadian Contractor) *(To be completed at contract award)*

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

4.3.3 Foreign Nationals (Foreign Contractor) *(To be completed at contract award)*

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

4.4.4 Values and Ethics Code

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp

4.4.5 Closure of Government Offices

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

5. Security Requirement

There is no security requirement associated with this solicitation.

6. AUTHORITIES

6.1 Contracting Authority *(To be completed at contract award)*

The Contracting Authority for the Contract is:



Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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.

6.2 Project Authority *(To be completed at contract award)*

The Project Authority for the Contract is:

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.

7. PAYMENT

7.1 Basis of Payment

Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *(insert dollar value)*, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
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 percent committed, or
 - (b) four (4) 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.

7.2 Method of Payment

Against invoices (including receipts for travel and living, if applicable) submitted for milestone payments for charges incurred in accordance with the Basis of Payment and certification by the Project Authority that work performance was satisfactory and acceptable.

Payment by Her Majesty, to the contractor, for the work shall be made within thirty (30) days following the delivery and acceptance of all deliverables specified in the contract or the date of receipt of a duly completed invoice, whichever date is the later.

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as Canada requires.

7.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.4 Firm Per Diem Rate(s) (also known as daily rate)

The Firm Per Diem Rate(s) is based on 7.5 hours (seven hours and 30 minutes) exclusive of meal breaks with no provision for annual leave, statutory holidays and sick leave. For work performed for a duration of more or less than one (1) day, the daily rate will be prorated accordingly to cover actual time worked.

The Per Diem Rate(s) is 'all inclusive' except for travel expenses on project business outside the National Capital Region (that is pre-approved by the NRCAN Project Authority), and GST. Charges for expenses which are normally incurred in the provision of services, such as labour for conducting negotiations and providing estimates, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, copying/printing charges, office supplies, computer hardware and software charges, courier, long distance telephone charges, travel from a personal residence to the NRCAN site in the National Capital Region, local travel and the like, must be included in the rates and will not be permitted as additional charges to the contract.

7.5 Pre-Authorized Travel and Living Expenses

The Contractor will be paid for pre-authorized reasonable and proper travel and living expenses incurred by personnel directly engaged in the performance of the work, supported by appropriate receipts and calculated in accordance with the then current National Joint Council Directive on Travel and Living Expenses, (website: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) without allowance thereon for overhead or profit. All payments are subject to government audit. **All travel must have prior authorization of the Project Authority.**

7.6 Miscellaneous Expenses



The Contractor will be paid for pre-authorized reasonable and proper miscellaneous expenses supported by appropriate receipts at actual cost without allowance thereon for overhead or profit. All miscellaneous expenses must have prior authorization of the Project Authority.

8. INVOICING INSTRUCTIONS

Invoices shall be submitted using **one of the following methods:**

E-mail:

Invoicing@NRCan.gc.ca

Note:

Attach "PDF" file. No other formats will be accepted

OR Fax:

Local NCR region: **613-947-0987**

Toll-free: **1-877-947-0987**

Note:

Use highest quality settings available.

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers:

Contract number: **insert SAP PO #**

9. CERTIFICATIONS

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

10. APPLICABLE LAWS

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

11. CONTRACT ADMINISTRATION

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX A - STATEMENT OF WORK

SW.1.0 TITLE

Provision of Technical, Stakeholder Engagement, Project Management and Administrative Secretariat Services to Establish and Support an Energy Efficient Set-top Box Working Group.

SW.2.0 BACKGROUND

Consumer Electronics are proliferating such that their share of electrical energy consumption is increasing to rival that of white good appliances. Entertainment and home office equipment accounts for at least 20% of residential plug load consumption. While energy efficiency of many of these products is improving, the penetration of energy efficient set-top boxes into the market is not progressing at the same rate as other consumer electronics devices.

A set-top box (STB) is a piece of equipment that provides TV/video and related services to homes via terrestrial, cable, satellite or broadband or local networks. Energy consumption varies widely depending on technology and use, with recent estimates of annual consumption ranging from about 130 to 220 kwh per year per set-top box. In a household with one High Definition Digital Video Recording (HD DVR) and one standard receiver box, the consumption for the two set-top boxes alone would average at 350 kwh annually. This is equivalent to a typical dishwasher and more than a typical kitchen range.

The STB market is complex, volatile and innovating rapidly. It involves a diverse range of stakeholders, including government regulators, standards and technical experts, utilities, manufacturers, software providers and service providers. Regulation, voluntary labelling programs such as ENERGY STAR, and voluntary codes of conduct by industry stakeholders have been tested in other jurisdictions with varying results.

The Department of Natural Resources Canada (NRCan) wishes to accelerate energy efficiency in the design, deployment and operation of set-top boxes, with emphasis on those with conditional access provided by service providers. Full stakeholder engagement is necessary to achieve the objective in a balanced, effective and informed manner. NRCan is seeking to establish a secretariat to identify, engage, advise, lead and manage an all-stakeholder working group to improve energy efficiency for STBs.

SW.3.0 OBJECTIVES

The objective of this requirement is to obtain the services of a firm that will:

- develop a systematic plan to assist in identifying and engaging key set-top box stakeholders in the area of STB energy efficiency, including but not limited to NRCan, provincial government, regulatory bodies, utilities and/or power authorities, manufacturers, software developers and service providers;
- develop and implement a systematic method and tools to inform and advise stakeholders in developing a collective plan of action toward accelerated STB energy efficiency that is mutually agreed-upon and for which all members take ownership; and
- map out a defined implementation plan focused on clear deliverables/results and timelines.

Also, the Contractor will be required to maintain the functioning of the working group and its administrative activities.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks, Deliverables, Milestones and Schedule

4.1.1 Tasks and Deliverables

- 4.1.1.1 Identify, track and engage balanced stakeholder representation in a STB Working Group
 - i. develop a written engagement strategy



- ii. develop and maintain contact data base
- 4.1.1.2 Organize and support STB Working Group interactions (conference calls, face-to-face meetings, and follow-ups)
 - i. Facilitate and report on conference calls/meetings
 - ii. Advocate participation benefits to potential members and promote members' involvement
- 4.1.1.3 Synthesize working group input on technical matters, plans and strategies related to the STB energy efficiency environment, including but not limited to up-to-date technical developments, market information, standards and regulatory developments and voluntary agreements and codes of conduct or any other such examples of approaches and their outcomes in other jurisdictions
 - i. Accurately record, order and summarize information and compose and disseminate and/or present concise briefings to the Working Group
 - ii. Research, gather and/or offer additional information as above at the request of the Working Group, as needed.
- 4.1.1.4 Provide a work plan with clear and actionable deliverables and ensure timelines are met
- 4.1.1.5 Offer leadership and guidance, with the goal of helping the STB Working Group meet its objectives, being, for example:
 - i. a formal voluntary agreement
 - ii. methodology and means for gathering data on energy consumption and market penetration
 - iii. collaboration among members
- 4.1.1.6 Establish, maintain and administer a website/share site containing all minutes, supporting documentation and communication opportunities
- 4.1.1.7 Provide written quarterly reports
- 4.1.1.8 Provide a final narrative report

NRCan is required to review all produced documentation (work plan, agenda, minutes, developed strategies, common messages, etc) prior to distribution.

Some tasks are required on an as-and-when requested basis which will result in the following deliveries as detailed below.

4.1.2 Milestones and schedule

Milestones	Expected Delivery Dates
Provide engagement strategy and work plan	January 6, 2014
1st bimonthly status report	March 3, 2014
2nd bimonthly status report	May 5, 2014
3rd bimonthly status report	July 7, 2014
4th bimonthly status report	Sept 8, 2014
Supplementary status reports and final narrative report	November 15, 2014

SW.4.2 Reporting Requirements

The services delivered will be subject to review by NRCan to ensure conformity to the requirements stated within this statement of work.

The contractor is to provide NRCan with bi-monthly status reports (All reports prepared shall be submitted by e-mail in MS Word/Excel format) and contain at a minimum:

- an update of the contractor's activities during the period in question
- the progress of the STB Working Group activities
- the expenses related to this contract
- a plan of next bi-monthly period's activities



The contractor is to provide NRCAN with a final narrative report (at the end of the fiscal year) that will include: accomplishments of the year, where are we standing in term of meeting the STB Working Group's objectives, plan for next year, lessons learned, recommendations, and anything relevant that would help the STB Working Group moving forward.

SW.4.3 Method and Source of Acceptance

All deliverables and services rendered under any contract are subject to inspection 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.

All reports prepared under the contract shall be submitted by e-mail in MS Word/Excel format.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

In addition to the obligations outlined in Section 4 of this Statement of Work, the Contractor shall:

- participate in discussions and offer advice to the STB WG on how to meet its objectives
- provide advice on the nature and cost of resource options required to meet objectives
- keep all documents and proprietary information confidential;
- return all materials belonging to NRCAN upon completion of the Contract;
- submit all written reports in electronic Microsoft Office format;
- attend meetings with stakeholders;
- participate in teleconferences;
- attend meetings at NRCAN sites, if required; and/or,
- maintain all documentation in a secure area.
- maintain proper and accurate records of hours and expenses required

SW.5.2 NRCAN's Obligations

NRCAN will:

- provide comments on draft reports within a mutually agreeable timeframe;
- attend status meetings and provide feedback and guidance, as required; and
- provide the contractor with such information as NRCAN has available to help to fulfill the work outlined within this document

SW.5.3 Estimated Period of the Contract

The estimated period of the contract is from the date of Contract Award to November 15th, 2014.

SW.5.4 Location of Work, Work Site and Delivery Point

All work outlined within this document is to be completed at the contractor's place of business. All face-to-face meetings shall be held at a mutually agreed-upon location, and all deliverables shall be sent to the Project Authority's place of business at the following address: 1 Observatory Crescent, Building #3, Ottawa ON, K1A 0E4



SW.5.5 Language of Work

Services are to be provided in English or French, as required by the recipient of the service. Deliverables are to be provided in English. On occasion, NRCan may require deliverables in both official languages.

SW.5.6 Insurance Requirements

It is the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract, and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Contractor at its own expense.

Any insurance secured is to the benefit and protection of the Contractor and shall not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provisions of this Contract.

SW.6.0 REQUIRED RESOURCES OR TYPES OF ROLES TO BE PERFORMED

The contractor must assign one of its employees as the lead individual responsible for the tasks related to this statement of work (the lead resource).

The lead resource will be the contact point between NRCan and the contractor.

SW.7.0 APPLICABLE DOCUMENTS AND GLOSSARY

SW.7.1 Relevant Terms

Consumer electronics: Residential devices powered from the mains but excluding lighting and large appliances. Includes entertainment and home office systems.

Set-top Box (STB): For the purposes of this Request for Proposals, STB refers to a device whose main function is the reception, demodulation, descrambling, interactive processing and optional decoding or/and recording of digital TV and related services accessible through Conditional Access system, and which is also known as a Complex Set-top Boxes. Examples of such Equipment are Headed and Headless Complex Set-Top Boxes, e.g. for Satellite, DTT and/or IPTV, and certain equipment with recording capabilities.

SW.7.2 Applicable Document

- Annex A-1: Clarification of Requirements for Relevant Technical Knowledge and Ability to Provide Technical Information



ANNEX A-1

Clarification of Requirements for Relevant Technical Knowledge and Ability to Provide Technical Information

1. Technical Analysis

Performing evaluations related to energy-using products (including existing and new technology options):

- Evaluating and comparing operating and performance characteristics of products
- Analysis of statistics
- Evaluations of technical feasibility of improving product energy efficiency
- Assessing how technology is integrated into a larger system and the resulting operating and efficiency impacts
- Developing data collection strategies and tools

2. Benchmark Analysis

A benchmark is “a standard by which something can be measured or judged.” Benchmark models are the points against which the impact of energy efficiency improvements on the market can be measured.

Benchmark analysis requires but is not limited to the following:

- Understanding and applying benchmarking methodologies
- Identifying and selecting specific characteristics of a product to perform the benchmark analysis
- Performing economic and environmental analysis.

3. Market Analysis

Gathering and analysis of Canadian market information related to:

- Sales, categorized as required
- Products
- Distribution methods
- Service
- Maintenance
- Warranty

Examining Canadian market trends, barriers and requirements of various technologies and programs.



ANNEX B – TECHNICAL EVALUATION CRITERIA

B1 MANDATORY TECHNICAL 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.

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

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.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	The Bidder MUST provide the resume of the lead individual responsible for the tasks related to the statement of work (the lead resource).		
M2	<p>The Bidder must demonstrate that the proposed lead resource meets one of the following:</p> <ul style="list-style-type: none"> • have an accredited undergraduate degree in environmental studies, engineering, science, policy, sociology or business administration AND four (4) years of recent experience in stakeholder engagement, project management, and/or technical advice in the energy efficiency sector during the period of January 1, 2003 to the date of bid closing; <p>OR</p> <ul style="list-style-type: none"> • have any relevant accredited degree and a professional certification in program management, business administration, technology or science AND six (6) years of recent experience in stakeholder engagement, project management, and/or technical advice within the energy efficiency sector during the period of January 1, 2003 to the date of bid closing; 		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M3	The Bidder MUST demonstrate that the proposed lead resource has at least three (3) years of project management experience during the period of January 1, 2003 to the date of bid closing.		
M4	<p>The Bidder MUST demonstrate that a resource allocated to this project is capable of providing expert input on technical matters relevant to the project.</p> <ul style="list-style-type: none"> • In order to demonstrate, the Bidder MUST provide a written description of relevant experience of at least one resource allocated to the project. The description should not exceed two (2) pages. The Bidder must also provide the name and contact information of a reference to validate the information provided and to answer the evaluation questions. 		
M5	The Bidder MUST demonstrate that the resources allocated to this project have at least a combined total of fifteen (15) hours of experience in managing and coordinating webinars during the period of January 1, 2007 to the date of bid closing;		
M6	<p>The Bidder MUST provide a project description of the following:</p> <ol style="list-style-type: none"> 1) Two (2) projects or studies which the firm completed from January 1, 2005 to bid closing, related to the Consumer Electronics industry. 2) One (1) project related to Consumer Electronics industry completed from January 1, 2005 to bid closing, which the resource lead managed. 3) One (1) project involving public or stakeholder engagement, completed from January 1, 2005 to bid closing, which the resource supported. <p>Each project description MUST include, at a minimum, the following information:</p> <ul style="list-style-type: none"> • The project title and the industry sector or sub-sector; • The nature of the services provided including methodologies and approaches; • Topics addressed; • The name and contact information of a reference to validate the information provided <p>Note: It is recommended that each project description should be no more than one (1) page in length.</p>		
M7	<p>The Bidder MUST provide a brief description of two (2) project-related presentations given by the lead resource and completed from January 1, 2008 to bid closing.</p> <p>Each description MUST include the following:</p> <ul style="list-style-type: none"> • Project title, industry sector; 		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
	<ul style="list-style-type: none"> • Topics addressed; and • The name and contact information of a reference to validate the information provided and to answer the evaluation question. <p>For each project presentation described, the Bidder MUST provide a copy of the project slides.</p>		
M8	<p>The Bidder MUST provide a description of two (2) project related meetings facilitated by the lead resource and completed from January 1, 2008 to bid closing.</p> <p>Each description MUST include the following:</p> <ul style="list-style-type: none"> • Project title, industry sector; • Topics addressed; and • The name and contact information of a reference to validate the information provided and to answer the evaluation questions. 		
M9	<p>The Bidder MUST propose at least one resource (does not need to be the lead resource) that is capable of speaking, writing, and reading fluently in both in English and French.</p>		

B2 POINT RATED TECHNICAL CRITERIA

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

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

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) the stated minimum points required for the point rated technical criteria section will be further considered for award of a contract. Proposals not meeting the minimum points required will be deemed non-responsive.

Criterion ID	Point Rated Technical Criteria	Available Points	Proposal Page #
R1	<p><u>Experience of the Firm</u></p> <p>As per Mandatory Requirement 5, two (2) projects or studies which the firm completed from January 1, 2005 to bid closing, related to the Consumer Electronics industry will be evaluated.</p> <p>The evaluation will be based on the following for each project:</p> <ul style="list-style-type: none"> • relevance of the nature of the services provided, including methodologies and approaches employed, to the tasks required by 	50	



	<p>this statement of work (10 points)</p> <ul style="list-style-type: none"> relevance of the topics addressed to the Set-top Box industry (10 points) Project outcome. (5 points) 		
R2	<p><u>Experience of the Proposed Lead Resource: Project Management Experience</u></p> <p>As per Mandatory Requirement 5, one (1) project related to the Consumer Electronics industry, completed from January 1, 2005 to bid closing, which the lead resource managed will be evaluated.</p> <p>The evaluation will be based on the following:</p> <ul style="list-style-type: none"> relevance of the nature of the services provided, including methodologies and approaches employed, to the tasks required by this statement of work (10 points) relevance of the topics addressed to the Set-top Box industry industry (10 points) project outcome (5 points) the project submitted in this section is different from the project submitted in the previous section: experience of the firm (5 points) 	30	
R3	<p><u>Relevant Technical Knowledge and Ability to Provide Technical Information</u> The As per Mandatory Requirement 4, the Bidder shall demonstrate that at least one resource allocated to this project has relevant technical knowledge and is capable of effectively providing expert input on technical matters relevant to the project.</p> <p>The Bidder shall provide a description outlining the proposed Technical Resource's experience as related to the project, as indicated in the 4.1.1.3 of the Statement of Work</p> <p>The combined descriptions should not exceed two (2) pages.</p> <p>The evaluation will be based on:</p> <ul style="list-style-type: none"> relevance to the Consumer Electronics industry of the information and/or advice provided, (10 points) relevance to the Set-top Box industry of the information and/or advice provided (15 points) <p>The remaining evaluation will be based on the answers to the following questions for each of the above areas of knowledge. (answers will be obtained by contacting the project references provided):</p> <ul style="list-style-type: none"> Was the identified resource able to provide complex technical information and advice on request? (Please provide a detailed example to support your answer.2.5 points) Was the advice acceptable and did the technical information prove reliable? (Please provide a detailed example to support your answer.2.5 points) Was the identified resource able to effectively communicate technical information being requested, i.e., at an appropriate level and providing pertinent background or context? Please provide a detailed example to support your answer. (5 points) 	35	
R4	<p><u>Experience of the Proposed Lead Resource: Stakeholder Engagement Experience</u></p> <p>As per Mandatory Requirement 5, one (1) project involving public or stakeholder engagement, completed from January 1, 2005 to bid closing, which the resource supported or for which the resource was responsible.</p>	35	



	<p>The evaluation will be based on the following:</p> <ul style="list-style-type: none"> • relevance of the nature of the services provided, including methodologies and approaches employed, to the tasks required by this statement of work (5 points) • organization and detail of engagement strategy and plan (10 points) • level of responsibility of resource for stakeholder engagement (maximum of 15 points awarded according to the following: <ul style="list-style-type: none"> ○ the resource proposed, designed and/ore led plan (15 points) ○ the resource assisted in plan development (10 points) ○ the resource supported existing plan (5 points) ○ the resource was not involved (0 points) • project outcome (5 points) 		
<p>R5</p>	<p><u>Experience of the Proposed Lead Resource: Project Presentation Experience</u></p> <p>As per Mandatory Requirement 6, a description of two (2) project related presentations given by the lead resource and completed from January 1, 2008 to bid closing will be evaluated.</p> <p>For each project related presentation, the presentation material will be evaluated for the following:</p> <ul style="list-style-type: none"> • quality and professionalism of presentations; (5 points) • pertinence of presentations material to the topics addressed. (5 points) <p>The remaining evaluation will be based on the answers to the following questions for each project (answers will be obtained by contacting the project references provided):</p> <ul style="list-style-type: none"> • Was the lead individual able to effectively communicate the information being presented? Please provide a detailed example to support your answer. (2.5 points) • Was the lead individual able to clearly answer questions related to the presentation? Please provide a detailed example to support your answer. (2.5 points) <p>Backup question (in case the reference person is unable to remember an answer or if one of the previous questions do not apply): Was the lead individual well prepared to give the presentation? Please provide a detailed example to support your answer. (2.5 points)</p>	<p>30</p>	
<p>R6</p>	<p><u>Experience of the Proposed Lead Resource: Project Meeting Facilitation Experience</u></p> <p>As per Mandatory Requirement 7, a description of two (2) project related meetings facilitated by the lead resource and completed from January 1, 2008 to bid closing will be evaluated.</p> <p>Evaluation will be based on the answers to the following questions for each project meeting (answers will be obtained by contacting the project references provided):</p> <ul style="list-style-type: none"> • Was the lead individual able to keep the meeting running on schedule? Please provide a detailed example to support your answer. (5 points) • Did the lead individual have a sufficient understanding of the subject matter to effectively facilitate the meeting? Please provide a detailed example to support your answer. (5 points) <p>Backup question (in case the reference person is unable to remember</p>	<p>30</p>	



	an answer or if one of the previous questions do not apply): Was the lead individual able to effectively guide the participant interactions during the meeting? Please provide a detailed example to support your answer. (5 points)		
Total points available points		210	
A minimum of 60% total points is required to be considered compliant		126 points	



ANNEX C – FINANCIAL PROPOSAL

C1 TAXES AS RELATED TO BIDS RECEIVED

For Canadian-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable **included**, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, **excluded**;

For foreign-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) and **exclude** Canadian customs duties, excise taxes and GST or HST, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders. If the prices submitted in the financial proposal are not in Canadian Funds the exchange rate in effect on the date of bid closing will be applied for evaluation purposes only.

C2 FUNDING LIMITATION

NRCAN has allocated a maximum of \$170,000.00 (**maximum of \$61,000.00 for the completion the initial contract period, maximum of \$54,500.00 for Option Period#1 and a maximum of \$54,500.00 for Option Period#2**) in funding for this requirement, **inclusive of a) the Price to perform the Work and b) any Travel and Living and c) Miscellaneous Expenses that may be required**; Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra to the Funding Limitation; **any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.**

C3 PRICING DETAILS TO BE PROVIDED IN FINANCIAL PROPOSAL

The Bidder hereby offers to NRCAN, as requested by the Minister, to furnish all necessary expertise, supervision, materials, equipment and other items necessary to performing the work as described in the statement of work of this Request for Proposal and in accordance with the terms and conditions of the Request for Proposal, to the satisfaction of the Minister, or his or her authorized representative, for the following price(s).

Bidders must provide financial details as requested in this Annex. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

C3.1 Milestone Payments

Bidder tendered all inclusive ceiling price to perform the work is \$_____ in Canadian funds, GST/HST excluded. Any Travel and Living Expenses, in accordance with Treasury Board Guidelines, and other miscellaneous expenses must be included in the ceiling price. The ceiling price tendered will be payable in milestone payments.

The Bidder will complete the milestone schedule below by providing its proposed ceiling milestone amounts for the work, based on the percentages provided:



Milestone	Description of Milestone	Milestone Ceiling Price (GST/HST excluded)	Option Period#1 Milestone Ceiling Price (GST/HST excluded)	Option Period#2 Milestone Ceiling Price (GST/HST excluded)
1	15% of the total price for the work following delivery and acceptance by the Project Authority, of the Engagement Strategy and Work plan	\$	\$	\$
2	15% of the total price for the work following delivery and acceptance by the Project Authority of the 1st status Report as per the proposed work plan	\$	\$	\$
3	15% of the total price for the work following delivery and acceptance by the Project Authority the 2nd status Report as per the proposed work plan	\$	\$	\$
4	15% of the total price for the work following delivery and acceptance by the Project Authority the 3rd status report as per the proposed work plan	\$	\$	\$
5	25% of the total price for the work following delivery and acceptance by the Project Authority, of the Supplementary stats reports and final narrative report as per the proposed work plan	\$	\$	\$
Total		\$ Note funding limitation for this period	\$ Note funding limitation for this period	\$ Note funding limitation for this period
Total Ceiling Price including option periods NOTE: NRCan has allocated a maximum of \$170,000.00 including optional periods)		\$		

Pre-Authorized Travel and Living Expenses - The Contractor will be paid for pre-authorized reasonable and proper travel and living expenses incurred by personnel directly engaged in the performance of the work, supported by appropriate receipts and calculated in accordance with the then current National Joint Council Directive on Travel and Living Expenses, (website: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) without allowance thereon for overhead or profit. All payments are subject to government audit. **All travel must have prior authorization of the Project Authority.**

Miscellaneous Expenses -The Contractor will be paid for pre-authorized reasonable and proper miscellaneous expenses supported by appropriate receipts at actual cost without allowance thereon for overhead or profit. All miscellaneous expenses must have prior authorization of the Project Authority.



ANNEX D - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1. Federal Contractors Program – Certification

Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the [FCP](#) is available on the HRSDC Web site.



Signature of Authorized Company Official

Date

2. Former Public Servant Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"Former public servant" means a 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 and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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 Public Service.

"pension" means, in the context of the fee abatement formula, 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 (FPS) in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES ()** **NO ()**

If so, the Bidder must provide the following information:

- (a) Name of former public servant;
- (b) Date of termination of employment or retirement from the Public Service.

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

Work Force Reduction Program



Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

3. STATUS AND AVAILABILITY OF RESOURCES

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

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

Signature of Authorized Company Official

Date

4. EDUCATION AND EXPERIENCE

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature of Authorized Company Official

Date



5. CONTRACTUAL CAPACITY AND JOINT VENTURE CONTRACTUAL CAPACITY

The Bidder shall have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.

Joint Venture - a joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture (incorporated or contractual), the names and addresses of the members of the joint venture.

If a Contract is awarded to a contractual joint venture all members of the joint venture shall be jointly and severally or solidarily liable for the performance of the contract.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.