

Solicitation No. 84084-170211
Media and Social Media Monitoring and Analysis

Closing Date and Time: Feb 13, 2018
2:00 pm MST

National Energy Board



Office national de l'énergie

**MEDIA AND SOCIAL MEDIA MONITORING AND ANALYSIS
REQUEST FOR PROPOSAL (RFP) - SOLICITATION # 84084-170211**

Enquiries: All enquiries and bid submissions are to be directed to: Nafissa Diop

Telephone: (403) 390-3773

Email: Nafissa.diop@neb-one.gc.ca or
proposals.propositions@neb-one.gc.ca

Issuing Office

National Energy Board
517 Tenth Avenue
Calgary, Alberta
T2R 0A8

Vendor

TBD

VENDORS NAME AND SIGNATURE

Name (please print)

Date

Signature

Canada

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INTRODUCTION

This document states terms and conditions which apply to solicitation 84084-170211/ Media and Social Media Monitoring and Analysis. It is divided into six 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include

- **ANNEX A** Statement of Work (SOW)
- **ANNEX B** Basis of Payment
- **ANNEX C** to Part 4 of the bid solicitation - Evaluation Procedures & Criteria
- **ANNEX D** Certifications
- **ANNEX E** Electronic Payment Instrument

SUMMARY

This bid solicitation is being issued to satisfy the requirement of the National Energy Board for Media and Social Media Monitoring and Analysis. To this end, the NEB is looking for a service provider that offers an integrated and streamlined solution to media and social media monitoring and analysis. The overall objective of the contracted services being sought is to provide the NEB communications team with a tool to monitor, aggregate, disseminate, and analyze media content and conversations in social media (social listening).

- a. It is intended to result in the award of one (1) contract from date of award to March 31, 2019, plus an option to extend the term of the Contract by up to two (2) additional year periods under the same conditions.
- b. The requirement is subject to the provisions of Canadian Free Trade Agreement (CFTA).

1 GENERAL INFORMATION:

1.1 Statement of Work

The Work to be performed is detailed under **Annex A** (Statement of Work) of the resulting contract clauses

1.2 Debriefings

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

1.3 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA)

1.4 Canadian Content

The requirement is subject to a preference for Canadian goods and/or services as defined in clause A3050T.

SACC Manual clause A3050T 2014-11-27 Canadian Content Definition

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>) issued by Public Works and Government Services Canada.

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

The [2003](#) 2017-04-27 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days
Insert: ninety (90) days

2.2 Submission of Bids

Bids must be submitted by email to nafissa.diop@neb-one.gc.ca or

proposals.propositions@neb-one.gc.ca as indicated on page 1 of the bid solicitation

Bid Closing Date and Time

Date: February 13, 2018

Time: 2:00 PM (MST)

Due to the nature of the bid solicitation, bids transmitted by facsimile to National Energy Board (NEB) 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: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 3 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 Alberta.

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 Ombudsman Clause

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.

2.7 Direct Deposit

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid PDF copies by email,

Section II: Financial Bid PDF copies by email,

Section III: Certifications PDF copies by email,

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment (**ANNEX B**). The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **ANNEX E** Electronic Payment Instruments, to identify which ones are accepted.

If **ANNEX E** Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

Bidders must submit the certifications and additional information required under (**ANNEX D**).

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

ANNEX C to Part 4 of the bid solicitation - Evaluation Procedures and Basis of Selection Section 2.1 Mandatory Technical Criteria

4.1.1.2 Point Rated Criteria

ANNEX C to Part 4 of the bid solicitation - Evaluation Procedures and Basis of Selection Section 2.2 Point Rated Criteria.

4.1.2 Financial Evaluation

ANNEX C to Part 4 of the bid solicitation - Evaluation Procedures and Basis of Selection Section 2.3 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 100 points.
2. Bids not meeting (a), (b) and (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 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
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.
8. To determine the total evaluated price, the rate for contract initial period(A), rate for contract option period year 1 (B) and rate for contract option period year 2 (C)
9. Total evaluated price = A+ B + C

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract. Please fill out certification in **ANNEX D**.

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

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 contract award. 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.

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

5.1.1 Suppliers Representation Certification

The Contractor represents and warrants that in performing the services detailed in this contract or in performing any work pursuant to this contract:

It shall not infringe or in any manner interfere with the copyright or other proprietary interest of any person, corporation or organization; and

it shall obtain an appropriate license or consent from the owner of any copyright or other proprietary interest with respect to the use of such interest to the extent which such license or consent may be required in order to enable it to lawfully perform the said services or work.

The Bidder further recognizes and acknowledges that this contract neither expressly nor implied authorized it, nor is intended to authorize it, to perform the services or work herein in a manner which constitutes an unlawful use of the copyright or other proprietary interest of any person, corporation or organization.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_p rogram.page?&_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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 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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at **Annex A**.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010C 2016-04-04, General Conditions - Services (Medium Complexity) apply to and form part of the Contract, as modified below:

Section 02, delete "Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c. 16",

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2019 inclusive

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nafissa Diop
Title: Procurement Officer
National Energy Board
Telephone: 403 390 3773
E-mail address: Nafissa.diop@neb-one.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform

work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is: (to be provided upon contract award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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

6.5.3 Contractor's Representative

To be provided upon contract award

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

Basis of Payment – Fixed time rate – Limitation of expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of **\$ TBD**. Customs duties are excluded and Applicable Taxes are extra.

6.7.2 Monthly Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.8 Invoicing Instructions

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

The original and one (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities".

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) 2016-04-04, General Conditions - Services (Medium Complexity)
- (c) Annex A, Statement of Work
- (d) Annex B Basis of Payment
- (e) the Contractor's bid dated (TBD)

6.12 Procurement Ombudsman - Dispute Resolution Services

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.

6.13 Procurement Ombudsman - 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 (SOW)

Title: Media and Social Media Monitoring and Analysis

Background:

The National Energy Board (NEB) is an independent federal regulator that reports to Parliament through the Minister of Natural Resources. It makes decisions and recommendations on applications for pipeline facilities that cross international or interprovincial borders, associated tolls and tariffs, international power lines and certain energy export and import authorizations. In specified areas the NEB has regulatory responsibilities for oil and gas exploration and production activities. The NEB regulates companies to conduct their activities safely in order to eliminate or reduce risk for the public, workers, the environment, and property over the full lifecycle of an energy infrastructure project. It is located in Calgary, Alberta and has a staff of approximately 450 employees and an annual budget of over \$70 million.

It is important for the NEB to understand the public environment in which it operates and to be able to provide Canadians with timely information that reflects and responds to their concerns about regulated activities. A core aspect of understanding the public environment is to monitor media coverage across Canada, including online news, print and broadcast, and as well as conversations happening on the various social media channels widely used by Canadians (e.g., Facebook, Twitter, Instagram, LinkedIn, and YouTube and blogs). The information garnered through media and social media monitoring and analysis helps inform strategic communications advice formulated in support of NEB's five core activities (i.e., Energy Adjudication, Safety and Environment Oversight, Energy Information and Engagement and Internal Services).

Additionally, as Canadians expect the NEB to be accountable for delivering on its commitments, it should be expected that the success of the NEB's communications program should be measured in a quantifiable way. Media and social media monitoring provide a valuable tool to assess the impact of NEB communications and measure success against identified objectives (e.g., objectives on regional reach or clarity of messages).

Objective:

The overall objective of the contracted services being sought is to provide the NEB communications team with a tool to monitor, aggregate, disseminate, and analyze media content and conversations in social media (social listening). These services provide an important tool for staff to summarize data, identify issues and track the performance of NEB activities under its communications program.

To this end, the NEB is looking for a service provider that offers an integrated and streamlined solution to media and social media monitoring and analysis. The following describe the elements of the service being sought:

1. PLATFORM (DASHBOARD)

- 1.1. Simultaneous user access for at least 10 authorized NEB staff members
- 1.2. Bilingual (French and English) user interface
- 1.3. Ability to create an unlimited number of dashboards to monitor and follow themes, issues and projects using search agents and key words to analyze media content and social media content
- 1.4. Platform that allows for the aggregation, filtering and analysis of online, radio, television and print news contents originated in Canada and abroad, in both French and English, through:

- 1.4.1. Up to 40 search agents and an unlimited number of key words
- 1.4.2. Metrics including volume, reach, top publications, region, sentiment and advertising value equivalency.
- 1.5. Platform that allows for the aggregation, filtering and analysis of social media posts and conversations, whenever permissible under privacy laws, of blogs, review sites, forums, comment boards and social media platforms (at a minimum: Twitter, Facebook, YouTube and LinkedIn), through:
 - 1.5.1. Up to 40 search agents and an unlimited number of key words
 - 1.5.2. Metrics including volume, reach, influencers, and sentiment
- 1.6. Platform that allows for the measurement of social echo related to news articles (i.e., how many times an article has been shared or is being discussed on social media platforms)
- 1.7. Platform that offers an interface with a database to identify key influencers (e.g. reporters, news room staff or bloggers), manage contact information, create tailored and exportable distribution lists, disseminate news releases and other communications via email, and measure the performance of email communications being disseminated (e.g., open rate)
- 1.8. Ability to generate exportable charts and other graphical representations to illustrate trends and analysis of media and social media content (in png or jpg format at a minimum)
- 1.9. Ability to export data related to media and social media content (in Excel format at a minimum)
- 1.10. Ability to create and export tailored presentations (in PDF and/or PowerPoint formats)
- 2. ONLINE NEWS MEDIA MONITORING**
 - 2.1 Real-time, fulsome coverage of both French and English language online Canadian media coverage (applicants must provide a list of key outlets monitored and total number of national online news sources monitored for both official language)
 - 2.2 Real-time, fulsome coverage of online international media coverage (applicants must provide a list of key sources and total number of international outlets monitored)
 - 2.3 Ability to monitor up to 40 search agents through an unlimited number of keywords.
 - 2.4 Archive and online distribution capability of news link search results
 - 2.5 Daily email reports with search results to authorized users
- 3. TV, RADIO AND PRINT MEDIA MONITORING**
 - 3.1 Fulsome coverage of coverage of both French and English language print Canadian media coverage (applicants must provide a list of key outlets monitored and total number of national online news sources monitored for both official language)
 - 3.2 Real-time, fulsome coverage of both French and English language TV and radio media coverage (applicants must provide a list of key outlets monitored and total number of national online news sources monitored for both official language)
 - 3.3 Ability to monitor up to 40 search agents with unlimited number of keywords in TV, radio and print media, including licensed content, categorized in
 - 3.4 Ability to integrate TV, radio and print media reports seamlessly into online monitoring platform, with a clickable link to the transcript, audio/video content or full-text and complete image of the printed page where the article appeared — unlimited, no pay per click formula
 - 3.5 Searchable global broadcast and radio content database displayed in online media monitoring portal to allow retroactive searches — at least 30 days for TV and radio clips, and 12 months for print and transcripts of TV and radio reports
 - 3.6 Ability to edit and share media clips at no additional cost — unlimited, no pay per click formula
- 4. SOCIAL MEDIA LISTENING**
 - 4.1 Ability to monitor, in real time, up to 40 search agents using an unlimited number of key words a large number of blogs, review sites, forums, comment boards as well as social media activities on the following platforms (at a minimum): Twitter, Facebook, Instagram, YouTube and LinkedIn

(applicants must specify what channels are monitored and the total number of blogs, review sites, forum and comment boards monitored)

- 4.2 Ability to track and report in a streamlined manner the social echo of news articles (i.e., number of times a given article is shared or discussed) on the following platform (at a minimum): Twitter, Facebook, including Facebook messengers, and LinkedIn
- 4.3 Ability to analyze social media activities by the following categories (at a minimum): region, platform, language (French and English), key words, themes, top posters/influencers, sentiment/tonality
- 4.4 Ability to use social media listening data in an integrated fashion within the platform (dashboard)
- 4.5 Ability to generate an unlimited number of charts and other graphical representations and to export them (in png and jpg at a minimum) for integration in presentations and documents
- 4.6 Ability to export data to different file formats (e.g., Excel or CVS)

5. MEDIA CONTACT DATABASE

- 5.1. Access by at least 10 authorized users to comprehensive media contact database in Canada and United States
- 5.2. Unlimited email press releases and media advisories/pitches and media lists
- 5.3. Unlimited archiving of email press releases and media advisories/pitches and media lists
- 5.4. Database update on demand
- 5.5. Capability to find journalists actively writing about topics, beats, job role, geographical location and language
- 5.6. Ability to monitor email campaign performance (e.g., open rates, click through and bounce back)

6. NEWSFEED

- 6.1.1. Display news from media monitoring searches to owner's website or intranet with full content control (i.e. control of what items are displayed and in what order)
- 6.1.2. Must be available in different technical (e.g. HTML iframe, RSS, RSS2) and visual formats (e.g., scrolling, static)

7. NEWSLETTER

- 7.1. Newsletter tool used to distribute news to a distribution group (internal or external) — to be curated by the an NEB staff member
- 7.2. Administrator-controlled distribution of selected articles to chosen receivers
- 7.3. Ability to integrate print, TV, radio, online, social media and proprietary content into the newsletter
- 7.4. Ability to generate analytics report for email campaigns (e.g., open rates, click through and bounce back)

8. TECHNICAL SUPPORT

- 8.1. Unlimited training and support with dedicated account manager
- 8.2. Unlimited consultation on best practices and help with reporting
- 8.3. No hidden costs, all fees included

9. MONTHLY REPORT

- 9.1. Will include between 12 and 16 slides with fully customizable areas on each slide to insert analysis and observations of both supplier and NEB analysts
- 9.2. Will include statistics and analysis of media and social media coverage on predefined topics (e.g. National Energy Board or Kinder Morgan's Trans Mountain Expansion Project)
- 9.3. Slides on media coverage will feature the following, as appropriate:
 - Summary slide of monthly coverage
 - Main stories according to reach and virality indicator (e.g., social echo)
 - Coverage by media type, for both hits and potential reach (i.e. for online news, print, radio and TV)

- Coverage by region
 - Trends in tonality of coverage
 - Analysis of key themes and arising issues for the period
 - Key message penetration indicators to be developed with NEB staff
- 9.4 Slides on media coverage will feature the following, as appropriate:
- Summary slide of monthly coverage
 - Trending themes
 - Key influencers
 - Tonality of conversations
 - Share of voice (i.e. breakdown for each platform)
- 9.5 Reports to be delivered to client with 5 business days following month end, or sooner

10 AD-HOC REPORTS

- 10.1 Up to 12 ad-hoc reports to cover analyze special issues and respond to organizational need (e.g., post announcement or topic-specific report)
- 10.2 Will include between 12 and 16 slides with fully customizable areas on each slide to insert analysis and observations of both the supplier and NEB analysts
- 10.3 Will include statistics and analysis of media and social media coverage on predefined topics
- 10.4 Slides on media coverage will feature the following, as appropriate:
- Summary slide of monthly coverage
 - Main stories according to reach and/or virality indicator (e.g., social echo)
 - Coverage by media type, for both hits and potential reach (i.e. for online news, print, radio and TV)
 - Coverage by region
 - Trends in tonality of coverage
 - Analysis of key themes and arising issues for the period
 - Key message penetration indicators to be developed with NEB staff
- 10.5 Slides on media coverage will feature the following, as appropriate:
- Summary slide of monthly coverage
 - Trending themes
 - Key influencers
 - Tonality of conversations
 - Share of voice (i.e. breakdown for each platform)
- 10.6 Reports to be delivered to client with 3 business days following request, or sooner

OPTIONAL SERVICE *to be priced separately*

11 DAILY NEWSLETTER CURATION

- 11.1 Curation of daily newsletter by the applicants' analysts according to predefined themes, search agents and keywords provided by NEB staff
- 11.2 Each newsletter should have up to 25 stories daily
- 11.3 The newsletter should cover online, print, radio and television
- 11.4 Each story should be identified with the title or lead, the source/outlet, name of the program (when relevant), the author/reporter (if available), the date of publication, and between 35 and 80 words (for instance, first few sentences, or hit sentences)
- 11.5 Delivered every business day before 9 am Eastern Time

ANNEX B
BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Statement of Work the Contractor will be paid a firm price as specified in these tables below. Customs duties are included and Applicable Taxes are extra.

Price Table Contract Initial Period (A) (from Date of contract award to March 31, 2019)					
	Requirement:	Price per month	Price per year	Price per Report	Price per Newsletter
1	<p>SUBSCRIPTION</p> <p>Subscription to service with access the following as described in Annex A – SOW</p> <ul style="list-style-type: none"> • Platform (dashboard) • Online news media monitoring • TV, radio and print monitoring • Social media listening • Media contact database • Newsfeed • Technical support 	NA		NA	NA
2	<p>SERVICE: MONTHLY REPORT</p> <p>Provision of monthly reports as described in Annex A – SOW</p>		NA	NA	NA
3	<p>SERVICE: AD-HOC REPORTS</p> <p>Provision of 12 ad-hoc reports as described in Annex A – SOW</p>	NA	NA		NA
4	<p>OPTIONAL SERVICE: DAILY NEWSLETTER CURATION</p> <p>Provision of daily newsletter to NEB staff as described in Annex A – SOW</p>	NA	NA	NA	

Price Table Contract Period Option Year 1 (B) (from April 1, 2019 to March 31, 2020)					
	Requirement:	Price per month	Price per year	Price per Report	Price per Newsletter
1	<p>SUBSCRIPTION</p> <p>Subscription to service with access the following as described in Annex A – SOW</p> <ul style="list-style-type: none"> • Platform (dashboard) • Online news media monitoring • TV, radio and print monitoring • Social media listening • Media contact database • Newsfeed • Technical support 	NA		NA	NA
2	<p>SERVICE: MONTHLY REPORT</p> <p>Provision of monthly reports as described in Annex A – SOW</p>		NA	NA	NA
3	<p>SERVICE: AD-HOC REPORTS</p> <p>Provision of 12 ad-hoc reports as described in Annex A – SOW</p>	NA	NA		NA
4	<p>OPTIONAL SERVICE: DAILY NEWSLETTER CURATION</p> <p>Provision of daily newsletter to NEB staff as described in Annex A – SOW</p>	NA	NA	NA	

Price Table Contract Period Option Year 2 (C) (from April 1, 2020 to March 31, 2021)					
	Requirement:	Price per month	Price per year	Price per Report	Price per Newsletter
1	<p>SUBSCRIPTION</p> <p>Subscription to service with access the following as described in Annex A – SOW</p> <ul style="list-style-type: none"> • Platform (dashboard) • Online news media monitoring • TV, radio and print monitoring • Social media listening • Media contact database • Newsfeed • Technical support 	NA		NA	NA
2	<p>SERVICE: MONTHLY REPORT</p> <p>Provision of monthly reports as described in Annex A – SOW</p>		NA	NA	NA
3	<p>SERVICE: AD-HOC REPORTS</p> <p>Provision of 12 ad-hoc reports as described in Annex A – SOW</p>	NA	NA		NA
4	<p>OPTIONAL SERVICE: DAILY NEWSLETTER CURATION</p> <p>Provision of daily newsletter to NEB staff as described in Annex A – SOW</p>	NA	NA	NA	

ANNEX C

C TO PART 4 OF THE BID SOLICITATION

EVALUATION PROCEDURES AND BASIS OF SELECTION

1.0 Basis of Selection

1.1 Mandatory and Rated Technical Criteria

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points. Bids not meeting (a), (b) and (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

2.0 Evaluation Procedures

2.1 Mandatory Technical Criteria

The Mandatory Requirements listed below will be evaluated on a simple met/not met (i.e. compliant/non-compliant) basis. Each Mandatory Requirement should be addressed separately. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration. Proposals **MUST** demonstrate compliance with all of the following Mandatory Requirements and **MUST** provide the necessary documentation to support compliance.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	PLATFORM (DASHBOARD) Supplier must provide simultaneous user access for at least 10 authorized NEB staff members.		
M2	PLATFORM (DASHBOARD) Supplier must provide Bilingual (French and English) user interface.		
M3	PLATFORM (DASHBOARD) Supplier must provide platform with ability to create an unlimited number of dashboards to monitor and follow themes, issues and projects using search agents and key words to analyze media content and social media content.		
M4	PLATFORM (DASHBOARD) Supplier must provide ability to export charts and other graphical representations.		

<p>M5</p>	<p>PLATFORM (DASHBOARD) Supplier must provide a platform that allows for the aggregation, filtering and analysis of online, radio, television and print news contents originated in Canada and abroad, in both French and English, through:</p> <ul style="list-style-type: none"> • Up to 40 search agents and an unlimited number of key words • Metrics including volume, reach, top publications, regional breakdown, sentiment advertising value equivalency. 		
<p>M6</p>	<p>PLATFORM (DASHBOARD) Supplier must provide a platform that allows for the aggregation, filtering and analysis of social media posts and conversations, whenever permissible under privacy laws, of blogs, review sites, forums, comment boards and social media platforms (at a minimum: Twitter, Facebook, YouTube and LinkedIn), through:</p> <ul style="list-style-type: none"> • Up to 40 search agents and an unlimited number of key words Metrics including volume, reach, influencers, and sentiment • 		
<p>M7</p>	<p>PLATFORM (DASHBOARD) Supplier must provide a platform that allows for the measurement of social echo related to news articles (i.e., how many times an article has been shared on social media platforms)</p>		
<p>M8</p>	<p>PLATFORM (DASHBOARD) Supplier must provide a platform that offers an interface with a database to identify key influencers (e.g. reporters, news room staff or bloggers), manage contact information, create tailored and exportable distribution lists, disseminate via email news releases and other communications, and measure the performance of email communications being disseminated (e.g., open rate)</p>		
<p>M9</p>	<p>PLATFORM (DASHBOARD) Supplier must provide a platform with the ability to generate exportable charts and other graphical representations to illustrate trends and analysis of media and social media content (in png or jpg format at a minimum)</p>		
<p>M10</p>	<p>NEWSFEED PLATFORM (DASHBOARD) Supplier must provide the ability to display news from media monitoring searches to owner's website or intranet with full content control (i.e. control of what items are displayed and in what order)</p>		
<p>M11</p>	<p>NEWSLETTER Supplier must provide the ability to produce a newsletter tool used to distribute news to a distribution group (internal or external) to be curated by the an NEB staff member</p>		
<p>M12</p>	<p>TECHNICAL SUPPORT Supplier must provide</p> <ul style="list-style-type: none"> • Unlimited training and support with dedicated account manager • Unlimited consultation on best practices and help with reporting 		

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	<ul style="list-style-type: none"> No hidden costs, all fees included 		
M13	MONTHLY REPORT Supplier must provide a monthly report that includes between 12 and 16 slides with fully customizable areas on each slide to insert analysis and observations of both the supplier and NEB analysts		
M14	AD-HOC REPORTS Supplier must provide up to 12 ad-hoc reports to cover analyze special issues and respond to organizational need (e.g., post announcement or topic-specific report). Report will include between 12 and 16 slides with fully customizable areas on each slide to insert analysis and observations of both the supplier and NEB analysts		

2.2 Point Rated Criteria

The Technical Proposal should address, but not necessarily be limited to, each rated criteria listed herein. The rated criteria will be used to evaluate the relative merits of your proposal. The evaluation will be based solely on the contents of your proposal. It is essential that the elements contained in your bid be stated clearly and in a concise manner. Failure to provide complete information will be to your disadvantage. It is recommended that your proposal address the rated criteria in sufficient depth to permit a proper and complete evaluation of your submission. Items not addressed will be given a score of zero. 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.

Only proposals that obtain the minimum overall pass mark of 60% for the point-rated will be considered. The table below outlines how the points will be awarded.

Criteria	Point-Rated Criteria	Max Points	Evaluation Guideline	Awarded points
R.1	ONLINE NEWS MEDIA MONITORING Supplier provides real-time, fulsome coverage of both French and English language online Canadian media coverage (applicants must provide a list of key outlets monitored and total number of national online news sources monitored for both official language)	20	RATED POINT SCORE: <ul style="list-style-type: none"> Poor coverage: 5 points Good coverage: 10 points Excellent coverage: 20 points 	

R.2	PRINT MEDIA MONITORING Supplier provides fulsome coverage of coverage of both French and English language print Canadian media coverage (applicants must provide a list of key outlets monitored and total number of national online news sources monitored for both official language)	20	RATED POINT SCORE: <ul style="list-style-type: none"> • Poor coverage: 5 points • Good coverage: 10 points • Excellent coverage: 20 points 	
R3	TV, RADIO MEDIA MONITORING Supplier provides real-time, fulsome coverage of both French and English language TV and radio media coverage (applicants must provide a list of key outlets monitored and total number of national online news sources monitored for both official language)	20	RATED POINT SCORE: <ul style="list-style-type: none"> • Poor coverage: 5 points • Good coverage: 10 points • Excellent coverage: 20 points 	
R4	TV, RADIO AND PRINT MEDIA MONITORING Supplier provides ability to integrate TV, radio and print media reports seamlessly into online monitoring platform, with a clickable link to the transcript, audio/video content or full-text and complete image of the printed page where the article appeared — unlimited, no pay per click formula.	10	RATED POINT SCORE: <ul style="list-style-type: none"> • Not fulfilled: 0 points • Partially fulfilled: 5 points • Fully fulfilled: 10 points 	
R5	TV, RADIO AND PRINT MEDIA MONITORING Supplier provides searchable global broadcast and radio content database displayed in online media monitoring portal to allow retroactive searches — at least 30 days for TV and radio clips, and 12 months for print and transcripts of TV and radio reports	10	RATED POINT SCORE: <ul style="list-style-type: none"> • Not fulfilled: 0 points • Partially fulfilled: 5 points • Fully fulfilled: 10 points 	
R6	SOCIAL MEDIA LISTENING Supplier provides ability to monitor in real time up to 40 search agents using an unlimited number of key words a large number of blogs, review sites, forums, comment boards as well as social media activities on the following platforms (at a minimum): Twitter, Facebook, Instagram, YouTube and LinkedIn (applicants must specify what channels are monitored and the total	20	RATED POINT SCORE: <ul style="list-style-type: none"> • Not fulfilled: 0 points • Partially fulfilled: 10 points • Fully fulfilled: 20 points 	

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Media and Social Media Monitoring and Analysis

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2:00 pm MST

	number of blogs, review sites, forum and comment boards monitored)				
				Awarded Score	
				Maximum score	100
				Minimum pass mark (60% overall)	60

2.3 Financial Evaluation

Bidder must fill out prices tables as per **ANNEX B BASIS OF PAYMENT** and provide price for contract initial period(A), price for contract option period year 1 (B) and price for contract option period year 2 (C)

For financial evaluation purposes, the total price of A + B + C will be used.

ANNEX D CERTIFICATIONS

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:

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. 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:

- c. name of former public servant;

- d. date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

ANNEX E

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)