

Return Bids to :

Retourner Les Soumissions à :

Natural Resources Canada - Ressources naturelles Canada

Bid Receiving Unit - Mailroom

Unité de réception des soumissions, Salle du courrier

588 rue Booth Street

Ottawa, Ontario

K1A 0E4

Request for Proposal (RFP)

Demande de proposition (DDP)

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

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

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

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

Comments - Commentaires

Issuing Office - Bureau de distribution

Finance and Procurement Management Branch

Natural Resources Canada

580 Booth Street, 5th Floor

Ottawa, Ontario

K1A 0E4

Title - Sujet Citizen-centered Residential Labeling & Reporting Pilot Project	
Solicitation No. - No de l'invitation NRCAN-5000025576	Date 30 August 2016
Client Reference No. - N° de reference du client 134467	
Requisition Reference No. - N° de la demande 5000025576	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM EST on - le 09 Septembre 2016	
Address Enquiries to: - Adresse toutes questions à: Serge Tshimanga	Buyer ID - Id de l'acheteur ABH
Telephone No. - No de telephone (343) 292-8374	Fax No. - No. de Fax (613) 997-5477
If marked "X" please see the box to the left <input checked="" type="checkbox"/> Acknowledgement copy required S'il ya un "X" ici, s.v.p. voir la boîte à la gauche Accusé de réception requis	
Destination - of Goods, Services and Construction: Destination - des biens, services et construction: Edmonton, AB	
Security - Sécurité Not applicable	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No.: - No. de téléphone: Facsimile No.: - No. de télécopieur:	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature _____	Date _____

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders for a Citizen-centered Residential Labeling & Reporting Pilot project.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *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** (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, 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”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8:**
Delete: Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation
Insert: Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations is the facsimile number identified in the bid solicitation.
- **Under Subsection 2 of Section 20:** Not applicable

Subsection 5.4 of **2003**, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

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: **Serge Tshimanga**

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.

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

The financial proposal should be presented, and identified, in a separate document from the technical proposal.

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

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. 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.

2.3 Enquiries - Bid Solicitation

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

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

2.4 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.

2.5 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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 (1 hard copy and 1 electronic copy on a medium such as CD, DVD, USB key)

Section II: Financial Bid (1 hard copy) in a separate file

Section III: Certifications (1 electronic copy)

If there is a discrepancy between the wording of the electronic copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with pricing details in Annex "1" PART 4. The total amount of Applicable Taxes must be shown separately.

3.1.2 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex "1" PART 4.

4.2 Basis of Selection

Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
2. Bids not meeting (a) and (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 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.

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 equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)			
	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.

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions - List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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.

5.2.3.2 Rate or Price Certification

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

5.2.3.3 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.

5.2.3.4 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.

5.2.3.4 Aboriginal Designation

An Aboriginal business, which can be:

- i. a band as defined by the Indian Act
- ii. a sole proprietorship
- iii. a limited company
- iv. a co-operative
- v. a partnership
- vi. a not-for-profit organization

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

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

This is to confirm:

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

Signature of Authorized Representative

Date

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

Not applicable.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

7.2.2.1 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.

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.

7.3 Security Requirements

There is no security requirement applicable to this Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to **31 March 2017** inclusive.

7.5 Authorities

7.5.1 Contracting Authority (*to be provided at contract award*)

The Contracting Authority for the Contract is:

Name:
Title:
Organization: Natural Resources Canada
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.

7.5.2 Project Authority (*to be provided 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.

7.5.3 Contractor's Representative (to be provided at contract award)

Name:
Title:

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost of \$ _____. Applicable Taxes are extra.

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

7.7.2 Method of Payment

Milestone Payments

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

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

7.7.3 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.

7.8 Invoicing Instructions

Invoices shall be submitted using one of the following methods:

E-mail: NRCan.invoice_imaging-	OR	Fax: Local NCR region: 613-947-0987
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<p>service_dimagerie_des_factures.RNCan@canada.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted</p>	<p>Toll-free: 1-877-947-0987</p> <p>Note: Use highest quality settings available.</p>
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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: _____.

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

7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if 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.

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The general conditions **2035** (2016-04-04) - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) The Contractor's bid dated _____.

7.12 Insurance

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

7.13 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

Citizen-centered Residential Labeling & Reporting Pilot Project

SW.2.0 BACKGROUND

Natural Resources Canada (NRCan) has a mandate through the *Energy Efficiency Act* to promote energy efficiency, to make and enforce regulations that prescribe standards and labelling requirements for energy-using products and products that affect energy use, and to collect data on energy use. The federal government also plays a role in providing leadership, identifying and coordinating solutions across jurisdictions and creating national frameworks, standards and tools that can be used by other jurisdictions and organizations. This role helps to overcome financial and non-financial barriers to energy efficiency, including the lack of policies, high incremental costs, and low consumer awareness and confidence. To support this mandate, NRCan’s Office of Energy Efficiency (OEE) will research, test and deliver new ways of engaging Canadians and stakeholders and support innovative solutions that help overcome these barriers and continuously improve the uptake of effective tools, technologies and practices.

An EnerGuide label is proof of an energy rating demonstrating the energy performance of a home. The program is designed to help homeowners increase the energy efficiency and comfort of their homes. Since 2007, only 6.7% homes in Edmonton have received the EnerGuide label. As part of its Energy Transition Strategy, the City of Edmonton (CoE) will be running a pilot project on the EnerGuide assessment and labeling process for homes. After research, modelling and program design, a voluntary pilot program will be conducted which will help build awareness and capacity and identify learnings that will contribute to the planning of an expanded “opt in” program followed by an anticipated universal mandatory program.

SW.3.0 OBJECTIVES

This experimentation project will research, design and test interventions to inform and improve the uptake of the City of Edmonton’s labeling and reporting program. The objective of the project will be to employ a user centered design approach to: build awareness, engage users and stakeholders directly, and identify Edmonton-specific learnings that will contribute to an evidence-based approach to develop and test ways to encourage the uptake of labeling and reporting among implicated stakeholders, like home owners and builders. The project is in collaboration with the CoE, the OEE and the Government of Alberta’s CoLab, a permanent, standing design team within the Department of Energy.

The Contractor will:

1. Lead project design and scoping
2. Coordinate fieldwork and research
3. Plan and facilitate codesign & ideation workshops
4. Support prototyping and pilots
5. Support pilot evaluation & learning

Project outcomes include:

- Increase awareness of the residential assessment and labeling program and its benefits.
- Increase knowledge of Canadians’ awareness and behaviors regarding residential labeling and identify interventions that yield results.
- Develop and coordinate a user-centered and collaborative approach to researching, designing and testing ways to improve the uptake of residential labeling and reporting.
- Collaborate with provincial and municipal jurisdictions in an innovative way to enrich our collective understanding and achieve shared objectives.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks, Deliverables, Milestones and Schedule

The Contractor will take the lead in and provide strategic direction for the creation, design and execution of a citizen-centered Residential Labeling and Reporting pilot project. The Contractor will use a citizen centered civic design approach to design and scope the pilot, lead the fieldwork, facilitate co-design and ideation workshops, oversee the prototyping of interventions, and report on findings and evaluation of process.

This project requires a consultant to be present in Edmonton for most of the project's duration.

Tasks/Activities	Deliverables	Time Schedule
Phase 1 - Project design and scoping		
Liaison between NRCan, Alberta and Edmonton	Bi-weekly verbal updates	Ongoing
Project Design & Scoping	Project Plan	September 2016
Stakeholder identification & communication planning	List of stakeholders and communications plan	September 2016
Phase 2 - Fieldwork		
Research planning	Action plan, engagement strategy, interview guide, timelines for fieldwork	September 2016
Stakeholder interviews and workshops	Agenda for workshops, Interview summary	September 2016
Fieldwork (with CoLab & CoE)	Data from Fieldwork	October 2016
Analysis & Contribute to Reporting	Support CoLab on research report	October 2016
Phase 3 - Codesign & Ideation		
Design workshop approach & protocol	Protocol document and agenda	October 2016
Workshop invitation / recruitment (via CoE)	List of workshop participants and Engagement strategy	October 2016
Internal team ideation and concepts	Support CoLab on insights, ideas and concepts report	November 2016
Phase 4 - Prototyping and Pilots		
Create prototype approach based on prototyped concepts	Action plan to test prototypes	November 2016
Implement one or more prototypes locally	Prototypes implemented	December 2016
Phase 5 - Pilot Evaluation & Learning		
Develop evaluation framework	Evaluation framework	December 2016
Pilot testing & evaluation	Support in evaluation report	January 2017
Evaluation and reporting	Support drafting of the Final Project report and recommendations.	January 2017

SW.4.2 Reporting Requirements

The Contractor will provide verbal bi-monthly (every 2 weeks), and written monthly updates to the Project Authority to ensure the contract demonstrates timely deliverables, accordance with the budget and acceptable quality.

The Contractor and Project Authority will attend monthly in-person or virtual meetings to ensure the project is on track, discuss challenges and revise planning and delivery accordingly.

The Contractor will be available to provide presentations to Project Authority management and to relevant stakeholders (CoE, OEE, stakeholders, etc.) at the frequency requested by the Project Authority.

The Contractor is responsible for data collection and performance measurement.

SW.4.3 Method and Source of Acceptance

All deliverables and services rendered under this 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.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

In addition to the obligations outlined in Section 2 of this Statement of Work, the Contractor shall:

- provide all public content in both official languages
- submit all written reports in hard copy and electronic Microsoft Office compatible documentary form
- attend meeting with stakeholders, as needed
- participate in teleconferences, as needed
- attend in-person meetings at NRCan once a month
- work on this iterative project in collaboration with the Project Authority and other stakeholders
- maintain all documentation in a secure area

SW.5.2 NRCan's Obligations

The Project Authority will provide all relevant information and documentation related to the project and serve as point of contact on all matters associated to the work, including:

- access to departmental information documents such as publications, reports, studies; government and departmental policies and procedures
- coordination of meetings and presentations
- provide comments on draft reports within five (5) working days
- provide approval of content
- provide other assistance or support as needed

SW.5.3 Location of Work, Work Site and Delivery Point

The work is expected to be completed at the Contractor's location, with regular meetings via teleconference. Much of the work will need to be done in Edmonton.

SW.5.4 Language of Work

All correspondence, meetings, tasks and deliverables associated to the requirement to be provided in English. All public communications content will be translated and provided in English and French by the Contractor.

SW.5.5 Special Requirements

Data Collection and Privacy

This project will involve collecting non-identifying data in accordance with the Privacy Act.

The Contractor shall comply with applicable laws pertaining to privacy and confidentiality in dealing with information and records related to the Project. The Contractor is subject to the federal Personal Information Protection and Electronic Documents Act and all substantially similar provincial legislation.

Public Opinion Research

This project will not involve public opinion research and all interventions will be factual and behavioural in nature.



ANNEX “B” BASIS OF PAYMENT

The total all-inclusive firm 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 firm price.

Milestone Payments

Milestone #	Description of Milestone	Milestone Firm Price (GST/HST excluded)
1	Delivery and acceptance by the Project Authority of deliverables upon completion of Phase 2 in the statement of work at Annex “A”.	\$
2	Delivery and acceptance by the Project Authority of deliverables upon completion of Phase 5 in the statement of work at Annex “A”.	\$
	Total Firm Price	\$



ANNEX “1” to PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. TECHNICAL PROPOSAL

1.1 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.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	<p>The main resource proposed by the Bidder MUST have a minimum of ten (10) years’ experience in the provision of citizen centered civic design services.</p> <p>A minimum of three (3) Project examples to be provided with at least one (1) within a government agency or department. Each project information should contain:</p> <ol style="list-style-type: none"> 1. the name of the client organization; 2. a brief description of the scope of services provided; 3. the dates and duration of the project; 4. Point of contact (name and email); 		
M2	<p>The main resource proposed by the bidder MUST be able to physically attend meetings with the city of Edmonton throughout the projects duration, lead workshops and do field research in the Edmonton area.</p> <p><i>Note: NRCan will not pay for travel and leaving expenses.</i></p>		
M3	<p>Bidders must provide detailed curriculum vitae (CV) of each proposed resource.</p> <p><i>Note: The CV will be used to validate the rated criteria below and the minimum 10 years’ experience required.</i></p>		

1.2 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.

Note: each criterion below is related to one resource.

Criterion ID	Point Rated Technical Criteria	Maximum Points	Proposal Page #
R1	The proposed resource’s number of projects using a citizen centered civic design approach to inform program/policy in Federal, provincial and municipal departments, Agencies, and Crown Corporations. List of project to be provided with a brief description, start and end for each. 1 point per project in excess of the minimum required in M1.	20	
R2	The proposed resource’s number of years using a citizen centered civic design approach to inform program/policy in Federal, provincial and municipal departments, Agencies, and Crown Corporations. 1 point per year over the minimum required in M1.	10	
R3	The proposed resource’s number of projects where he/she has designed and conducted user centered field research which includes the planning and design of interviews and interview questions. List of project to be provided with a brief description, start and end for each. 1 point per project	15	
R4	The proposed resource’s number of projects in which he/she has designed and facilitated ideation and creative thinking workshops with users and/or stakeholders. 1 point per project	15	
Total points		60	

2. FINANCIAL PROPOSAL

2.1 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**;

2.2 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.

Note: the cost details should include brief description, rates, level of effort (in days or hours) and miscellaneous expenses.

1) Phase 1 (Project design and scoping)

Item	Cost Details	Total Estimated Cost
1		\$
2		\$
3		\$
4		\$
5		\$
Sub-Total 1:		\$

2) Phase 2 (Fieldwork)

Item	Details	Total Estimated Cost
1		\$
2		\$
3		\$
4		\$
5		\$
Sub-Total 2:		\$

3) Phase 3 (Codesign & Ideation)

Item	Description	Total Estimated Cost
1		\$
2		\$
3		\$
4		\$
5		\$
Sub-Total 3:		\$

4) Phase 4 (Prototyping and Pilots)

Item	Description	Total Estimated Cost
1		\$
2		\$
3		\$
4		\$



RFP/DDP #

5		\$
Sub-Total 4:		\$

5) Phase 5 (Pilot Evaluation and Learning)

Item	Description	Total Estimated Cost
1		\$
2		\$
3		\$
4		\$
5		\$
Sub-Total 5:		\$

6) Bidder Total Tendered Price

Bidder total tendered price to perform the work (Sub-Total of 1, 2, 3, 4 and 5 above).	\$
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