



Return Bids to :

Retourner Les Soumissions à :

NRCan.quebec_bid_soumission-quebec_bid_soumission.RNCan@canada.ca

**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.

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.

Comments – Commentaires

Issuing Office – Bureau de distribution

Natural Resources Canada
1 Challenger Drive
Dartmouth, Nova Scotia
B2Y 4A2

Title – Sujet Study of Federal Programming Strategies to Achieve Energy Savings	
Solicitation No. – No de l'invitation NRCan-5000025490	Date September 14, 2016
Client Reference No. - N° de reference du client Ticket 134575	
Requisition Reference No. - N° de la demande	
Solicitation Closes – L'invitation prend fin at – à 02:00 PM Daylight Savings Time (EDT) on – le October 24, 2016	
Address Enquiries to: - Adresse toutes questions à: Julia Armstrong	Buyer ID – Id de l'acheteur
Telephone No. – No de telephone	Fax No. – No. de Fax Julia.armstrong@canada.ca
<i>If marked "X" please see the box to the left</i> <input checked="" type="checkbox"/> Acknowledgement copy required <i>S'il ya un "X" ici, s.v.p. voir la boîte à la gauche</i> Accusé de réception requis	
Destination – of Goods, Services and Construction: Destination – des biens, services et construction: <i>Natural Resources Canada</i> <i>930 Carling Avenue</i> <i>Ottawa, Ontario K1A 0Y3</i>	
Security – Sécurité No security requirement	
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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This Model Bid Solicitation contains samples of the terms that will form the basis for any future requests for proposals (RFPs).

To the extent possible, these Articles are written as they will appear in any future RFP(s). However, individual RFPs and the Resulting Contract Clauses may be modified to suit individual requirements. For example, the nature of the requirement, the term of the resulting Contract, the evaluation methodology and the basis of payment clauses may all be tailored to individual requirements.

The Articles in the Resulting Contract Clauses are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this Annex, is a Mandatory requirement of this RFP. Suppliers submitting an Offer containing statements implying that their Offer is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

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



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, Security Requirements, the Security Requirements Checklist and the Insurance Requirements

1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders to provide NRCan with recommendations on how best to design, deliver, and coordinate federal energy efficiency programming that would complement the approach taken by the U.S. to improve the energy efficiency of the built environment. The contract period will be from date of award to March 31, 2017.

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”
- **Under Subsection 2 of Section 20:** Not applicable

2.2 Submission of Bids

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document:

NRCan.quebec_bid_soumission-quebec_bid_soumission.RNCan@canada.ca

IMPORTANT

It is requested that you write the following information in “Subject” of the e-mail: **Study of Federal Programming Strategies to Achieve Energy Savings, NRCan - 5000025490**

The address above is reserved for the submission of your proposal. No other communication should be sent to that address.

Bids sent by fax or mail will not be accepted

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 5 (five) 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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Section I: Technical Bid (1 electronic copy)

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

Section III: Certifications (1 electronic copy)

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

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with Appendix 2. The total amount of Applicable Taxes must be shown separately

Section III: Certifications

3.1.2 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, financial and evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

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

4.1.2 Financial evaluation

4.1.2.1 Criteria Mandatory financial

Financial evaluation criteria is required is included in Appendix 2.

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

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

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.1$	$92/135 \times 70 = 47.7$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30$
Combined Rating		84.16	73.1	77.7



Overall Rating	1st	3rd	2nd
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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 Additional Certifications Precedent to Contract Award

5.2.2.1 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.

5.2.2.2 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.



5.2.2.3 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.

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

There are no security requirements.

6.2 Insurance Requirements

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.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2010B (2016-04-04), General Conditions – Professional Services - Medium Complexity, 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).

7.3 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.

7.4 Security Requirements

7.4.1 There is no security requirement applicable to this Contract.

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of award to February 28, 2017.



7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julia Armstrong
 Title: Procurement Officer
 Organization: Natural Resources Canada
 Address: 1 Challenger Drive, Dartmouth, NS
 Telephone: 902-426-7279
 E-mail address: Julia.armstrong@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.6.2 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.

7.6.3 Contractor's Representative *(to be identified at contract award)*

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

7.7 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.

7.8 Payment

7.8.1 Basis of Payment – Firm Price, Firm Unit Price(S) or Firm Lot Price(s)

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

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

7.8.2 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 7.8 Invoicing Instructions

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

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

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>

7.10 Certifications

7.10.1 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.

7.11 Applicable Laws

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

7.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information
- (c) the general conditions 2010B (2016-04-04) Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____,

7.13 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.

7.14 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

1.0 SCOPE

1.1 Title

Study of Federal Programming Strategies to Achieve Energy Savings in Canada’s Built Environment

1.2 Introduction

Natural Resources Canada (NRCan) currently undertakes a wide range of activities designed to improve the energy efficiency of Canada’s built environment. These have led to significant benefits for consumers and businesses in the form of reduced energy costs and greenhouse gas emissions. NRCan activities generally fall into the following categories: (1) research, development and deployment; (2) market stimulation (i.e. efforts to accelerate the uptake of high-efficiency technologies and building practices); (3) building code development; (4) and minimum standards for energy-using equipment.

In 2013, Canadians saved over \$17 billion in energy costs and avoided over 38 Mt of GHG emissions, as a result of energy efficiency improvements between 1990 and 2013 in the built environment. In May 2015, Canada submitted its Intended Nationally Determined Contribution to the United Nations Framework on Climate Change, which included a 2030 target of 30% below 2005 levels. While NRCan programs and regulations have played a significant role in improving energy efficiency and reducing greenhouse gas emissions to date, the ambitious nature of future energy and environmental challenges necessitate consideration of alternative approaches to increase the impacts of these activities as well as the efficiency of their delivery.

Given the integration of the Canada-U.S. market for many technologies used in the built environment and the fact that the U.S. Department of Energy (DOE) is active in the delivery of programs to improve the energy efficiency of the built environment, the U.S. approach is of particular interest to NRCan. An approach to energy efficiency programming in Canada that is complementary to that in the U.S. would allow for greater coordination of activities, leveraging of respective outcomes, and more efficient use of resources.

1.3 Objectives of the Study

The objective of this study is to provide NRCan with recommendations on how best to design, deliver, and coordinate federal energy efficiency programming that would complement the approach taken by the U.S. to improve the energy efficiency of the built environment. This study will also equip NRCan with the tools necessary to adapt, as needed, its existing programs to maximize their positive impacts on the energy efficiency of the built environment. The study will be developed in two phases:

- **Phase 1: Program Structure** – using the U.S. DOE’s approach as a model, provide recommendations to NRCan regarding (a) the types of activities that would most effectively improve the energy efficiency of the built environment; and (b) how these activities should be designed to work together to optimize the efficiency of their delivery.
- **Phase 2: Program Goals** – given outcomes of Phase 1, provide NRCan with methodologies and tools to prioritize specific program activities and establish activity-level goals that recognize (a) the interdependence of activities in contributing to a single, common energy efficiency goal for the built environment; and (b) the influence of U.S. DOE activities on Canada’s built environment.

2.0 REQUIREMENTS

2.0 Tasks, Deliverables and Milestones

The Contractor must undertake the following tasks and produce the deliverables within the identified completion timeframe as indicated below: **Note: Project duration is 18 weeks from the contract award date.**

Phase	Tasks	Deliverables	Estimated Due Date
Preliminary	Finalize methodology and schedule for approval by Project Authority	Methodology discussed at kick-off meeting	Within 2 weeks of contract award
Phase 1: Program Structure	<p>Task 1.1: Category Definitions</p> <ul style="list-style-type: none"> • Using the U.S. DOE’s approach as a model, define high-level categories of government activities that can be used to influence the energy efficiency of the built environment. • Describe the role that each activity category plays 	Draft Report for Phase 1	Within 6 weeks of contract award



	<p>in improving the energy efficiency of the built environment and why federal governments are best-positioned to deliver them.</p> <p>Task 1.2: Category Linkages</p> <ul style="list-style-type: none"> Using the U.S. DOE’s approach as a model, define and describe a model to represents how the outcomes from these activity categories should work together to achieve a common energy efficiency goal for the built environment. <p>Task 1.3: Activity Governance and Processes</p> <ul style="list-style-type: none"> Assuming that all activities are designed in a manner that will support achievement of a common energy efficiency goal, recommend a decision-making structure and process that would ensure they are being delivered in a manner that recognizes the linkages identified in Task 1.2. <p>Task 1.4: Technology Tracking</p> <ul style="list-style-type: none"> Recognizing the wide range of technologies and building practices being influenced by government activities and the different stages of market readiness, define an approach to tracking their relative status, including the key indicators that should be tracked to monitor success. <p>Task 1.5: NRCan Activity Mapping</p> <ul style="list-style-type: none"> Provide an overview of current NRCan activities designed to improve the energy efficiency of the built environment programming and map them to the categories defined in Task 1.1. <p>Task 1.6: U.S. DOE Activity Mapping</p> <ul style="list-style-type: none"> Provide an overview of current U.S. DOE activities designed to improve the energy efficiency of the built environment programming and map them to the categories defined in Task 1.1. <p>Task 1.7: Gap Analysis</p> <ul style="list-style-type: none"> Using an infographic, provide a simple, accessible comparison of the resulting maps from tasks 1.5 and 1.6. Identify and discuss gaps in the NRCan map when compared to that of the U.S. DOE and recommend options for activities that could enhance the effectiveness of NRCan activities in improving the energy efficiency of the built environment. 		
	Draft Report for Phase 1		
Phase	Tasks	Deliverables	Estimated Due Date
Phase 2: Program Goals	<p>Task 2.1: Market Indicators</p> <ul style="list-style-type: none"> For the activity categories identified in Task 1.1, define the list of market/product/technology data that would need to be collected on an on-going basis to properly assess and track impacts of these activities on energy use intensity. <p>Task 2.2: Modelling Activity Impacts</p> <ul style="list-style-type: none"> Develop a logic model for an analytical model capable of using the data identified in Task 2.1 to quantify the impacts of activities identified in Tasks 1.5 and 1.7. Such a model should be able to compare relative impacts of activities, allowing for clear prioritization. For the activities identified in Tasks 1.5 and 1.7, define activity-specific methodologies/algorithms designed to quantify activity impacts while recognizing the interaction and overlap of outcomes. <p>Task 2.3: Methodology for Built Environment Goal</p> <ul style="list-style-type: none"> Assuming that a model was developed in accordance with Task 2.2, recommend a general methodology for Canada to use this model to establish a goal for built environment energy use intensity. The methodology will: <ul style="list-style-type: none"> produce a goal that is ambitious, achievable, and measurable; and, 	Draft Report for Phase 2	Within 15 weeks of contract award



	<ul style="list-style-type: none"> ○ recognize and account for the impact of U.S. DOE activities and goals on the Canadian built environment. 		
	<p>Task 2.4: Methodology for Activity Goals</p> <ul style="list-style-type: none"> • Recommend a methodology/framework for establishing activity-level goals that would be related to a goal defined in accordance with Task 2.3, such that a roll-up of all activity-level goals would equal the built environment goal. 		
	Draft Report for Phase 2		
Final Report	Respond to comments from the Contract Authority on the Draft Reports for Phases 1 and 2, combining them into a single report covering all of the above tasks.	Final Report	Within 2 weeks of comments from Contract Authority

3.0 DRAFT, FINAL DRAFT AND FINAL REPORTS

The Contractor must follow the following requirement when preparing the reports:

- Findings will be presented in a clear, comprehensible format. Where technical terms are referred to, these will be clearly defined in a glossary attached as an appendix;
- All graphs will include titles and axes labels with metric units of measure, unless the other units are the standard, industry-accepted or common usage. Axes labeled in other units shall be given secondary status;
- The report will clearly explain any data manipulation methodologies employed;
- Wherever assumptions are made, list the assumptions and provide both a qualitative and quantitative assessment of them; and,
- The report will provide the appropriate reference and a reference list will be attached in an appendix.



ANNEX "B"

BASIS OF PAYMENT

Note: To be completed at contract award

Milestone	Date	Value
Draft Report for Phase 1		\$
Draft Report for Phase 2		\$
Final report		\$
Total		\$



APPENDIX 1 - EVALUATION CRITERIA

TECHNICAL CRITERIA

MANDATORY TECHNICAL CRITERIA

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

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

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

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

For evaluation purposes,

- where means the name of the employer as well as the position/title held by the individual;
- when means the start date and end date (e.g. from January 2008 to March 2010) of the period during which the individual acquired the qualification/experience; and
- how means a clear description of the activities performed and the responsibilities assigned to the individual under this position and during this period.

For each resume submitted, the Bidder must ensure that:

- i. the proposed resource title and the individual's name are clearly indicated; and
- ii. the resume clearly demonstrates where, when and how the stated qualifications/experience of the individual were acquired.

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

Within the Mandatory Criteria listed below, "built environment" refers to residential homes and commercial buildings; and "programs" includes research & development activities; market transformation activities; and the development of codes and standards.

1. Evaluation Criteria

1.1 The mandatory technical criteria

The mandatory criteria listed below will be evaluated on a pass/fail basis. Proposals which do not meet the mandatory criteria will be considered non-responsive.

ATTENTION BIDDERS: Write beside each of the criterion the relevant page number(s) from your bid which addresses the requirement identified in the criteria.			
#	Mandatory Technical Criteria	Met (Yes/No)	Cross-Reference to bid (indicate page #)
MT1	<p>Project Lead experience with developing strategies¹ for federal, provincial, or state level government programming to achieve specific goals for energy efficiency improvements in the built environment.</p> <p>The resource proposed as the Project Lead for this requirement must have a minimum of two (2) successful projects in the last five (5) years in which they had to develop energy efficiency strategies</p>		

¹ Broad, over-arching plans for large government entities (i.e. not municipalities or utilities) to implement to achieve energy efficiency improvements in the built environment.



	<p>for a government entity. The project authority will take the views of client organizations or companies into account to assess project success as per 4.1.1. Each project must obtain a minimum rating of “Somewhat Satisfied” to meet MT1.</p> <p>The information submitted must include the following:</p> <ul style="list-style-type: none"> • A brief overview of the project, describing the goals of the strategy; • Date of project (start and end dates of the work); • Country (and region if appropriate) of project; • Responsibilities performed by the proposed resource during the project; and • Name and contact information (telephone and/or email) of client organization or company to whom the services were provided. 		
MT2	<p>Additional Resource experience working in the design of programs for federal, provincial, or state level government (i.e. not municipalities or utilities) to achieve energy efficiency improvements in the built environment.</p> <p>A minimum of one (1) of the proposed resource(s), other than the project lead, must have contributed to the design of a minimum two (2) programs to achieve energy efficiency improvements in the built environment in the last five (5) years. The project authority will take the views of client organizations or companies into account to assess project success as per 4.1.1. Each project must obtain a minimum rating of “Somewhat Satisfied” to meet MT1.</p> <p>The information submitted must include the following:</p> <ul style="list-style-type: none"> • A brief overview of the program and the resources role in its design; • Date of project (start and end dates of the work); • Country (and region if appropriate) of project; • Responsibilities performed by the proposed resource during the project; and • Name and contact information (telephone and/or email) of client organization or company to whom the services were provided. 		
MT3	<p>Experience working in the modelling of energy efficiency program impacts.</p> <p>A minimum of one (1) of the proposed resource(s) must have conducted analytical modelling to assess the impact of a minimum of three (3) programs on the energy efficiency of the built environment in the last five (5) years. The project authority will take the views of client organizations or companies into account to assess the success of this modelling as per 1.1.1. Each project must obtain a minimum rating of “Somewhat Satisfied” to meet MT1.</p> <p>The information submitted must include the following:</p> <ul style="list-style-type: none"> • A brief overview of the program and the resources role in its design; • Date of project (start and end dates of the work); • Country (and region if appropriate) of project; • Responsibilities performed by the proposed resource during the project; and • Name and contact information (telephone and/or email) of client organization or company to whom the services were provided. 		

1.1.1 Assessment of Mandatory Technical Criteria

Client organizations or companies identified as the entity for whom worked described in 4.1 was performed will be asked to rate their satisfaction with the outcomes of these projects using the scale presented in the following table:

Success Rating	Not at All Satisfied	Slightly Satisfied	Somewhat Satisfied	Very Satisfied	Completely Satisfied
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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.

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

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) the stated minimum points required for the point rated technical criteria section (which is equivalent to 20 points of the total points available) will be further considered for award of a contract. Proposals not meeting the minimum points required will be deemed non-responsive.

#	Point-Rated Technical Criteria	Points allocated	Actual Score	Cross-Reference to bid (indicate page #)
RT1	<p>Resource Experience conducting studies of the potential for emerging technologies to improve the energy efficiency of the built environment and the barriers to their wide spread adoption in the market.</p> <p>The proposed resource(s) should have experience conducting studies in the last five (5) years of emerging technologies and the markets in which they could be introduced. The project authority may take the views of client organizations or companies into account to assess the success of these studies.</p> <p>The information submitted should include the following:</p> <ul style="list-style-type: none"> • Brief description of the studies and technologies assessed; • Date of project (start and end dates of the work); • Country (and region if appropriate) of project; • Responsibilities performed by the proposed resource during the project; and • Name and contact information (telephone and/or email) of client organization or company to whom the services were provided. <p>Up to five (5) points will be allocated in accordance with 1.2.1 (below) for each study that involves the potential energy efficiency benefits of emerging technologies to a maximum of twenty five (25) points overall.</p>	25		
RT2	<p>Project Lead experience developing or assessing the impacts of U.S. Department of Energy programming to improve the energy efficiency of the built environment.</p> <p>The resource proposed as the Project Lead for this requirement should have specific experience in the last five (5) years conducting studies to inform the design of U.S. Department of Energy programming to improve the energy efficiency of the built environment and/or to assess the impacts that these programs have on the energy efficiency of the built environment.</p> <p>The project authority may take the views of client organizations or companies into account to assess the success of these studies.</p>	30		



	<p>The information submitted should include the following:</p> <ul style="list-style-type: none"> • Brief description of the studies and the programs assessed; • Date of project (start and end dates of the work); • Country (and region if appropriate) of project; • Responsibilities performed by the proposed resource during the project; and • Name and contact information (telephone and/or email) of client organization or company to whom the services were provided. <p>The two studies in MT2 can be used to demonstrate experience and be included in the scoring under this criterion along with additional studies, if available.</p> <p>Up to five (5) points will be allocated in accordance with 1.2.1 for each study that involves the design of U.S. Department of Energy programming to a maximum of thirty (30) points overall.</p>			
RT3	<p>Proposed Approach and Methodology</p> <p>The proposed Approach and Methodology should meet the objectives and tasks identified in the SOW.</p> <p>A score of thirty (35) points will be assigned if Bidder's response to this criterion is in depth and the requirement is exceeded. The knowledge, experience or approach demonstrated should ensure highly effective performance on this aspect of the work. Addresses and exceeds all elements as outlined in the Statement of Work.</p> <p>A score of twenty (20) points will be assigned if the Bidder's response to this criterion addresses the requirement well. The knowledge, experience or approach demonstrated should ensure more than adequate performance on this aspect of the work. Addresses all elements as outlined in the Statement of Work.</p> <p>A score of ten (10) points will be assigned if the Bidder's response satisfactorily addresses this criterion. The knowledge, experience or approach demonstrated should meet the minimum needed for adequate performance on this aspect of the work. Addresses most elements as outlined in the Statement of Work.</p> <p>A score of five (5) points will be assigned if the Bidder's response minimally addresses the criterion. The knowledge, experience or approach demonstrated is insufficient for the effective performance of the work. Addresses some elements as outlined in the Statement of Work.</p> <p>A score of zero (0) points will be assigned if The Bidder does not address the criterion. Does not address any elements as outlined in the Statement of Work.</p>	35		
	Total	90		



1.2.1 Assessment of Point-Rated Technical Criteria (RT1 and RT2)

NON-RESPONSIVE	POOR	JUST ACCEPTABLE	ACCEPTABLE	GOOD	EXCELLENT
0 points	1 point	2 points	3 points	4 points	5 points
- Did not submit information which could be evaluated	<ul style="list-style-type: none"> - Project demonstrates slightly or substantially below the desirable minimum technical experience - Little evidence of capability to meet performance requirements 	<ul style="list-style-type: none"> - Project demonstrates desirable minimum technical experience is just met - Evidence of acceptable capability 	<ul style="list-style-type: none"> - Project clearly demonstrates desirable minimum technical experience is met - Evidence of average capability, should be adequate for effective results 	<ul style="list-style-type: none"> - Project demonstrates desirable minimum technical experience is more than met - Evidence of superior capability, should ensure effective results 	<ul style="list-style-type: none"> - Exceptionally strong technical experience demonstrated - Evidence of exceptional capabilities will ensure high-quality results



APPENDIX 2– FINANCIAL PROPOSAL

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**;

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

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.

3. FIRM FIXED PRICE

Bidder tendered 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. The firm price tendered will be payable in milestone payments.

The Bidder will complete the milestone schedule below by providing its proposed firm milestone amounts for the work, based on the percentages provided. The invoice must be prepared based on the level of effort – number of hours spent on the tasks by the resource person(s) multiplied by the applicable charge out rate:

The financial proposal must show the number of required days and resources for each. Per diem rates for the period of the contract should be indicated. Start and Completion date must be identified, as above.



SEE STATEMENT OF WORK, 2.1 REQUIREMENTS FOR DETAILED DESCRIPTION

<i>Task</i>		<i>Time (Days)</i>	<i>Cost per day</i>	<i>Total Cost per day</i>
Phase 1 – Program Structure	Task 1.1: Category Definitions		\$ _____	\$ _____
	Task 1.2: Category Linkages		\$ _____	\$ _____
	Task 1.3: Activity Governance and Processes		\$ _____	\$ _____
	Task 1.4: Technology Tracking		\$ _____	\$ _____
	Task 1.5: NRCan Activity Mapping		\$ _____	\$ _____
	Task 1.6: U.S. DOE Activity Mapping		\$ _____	\$ _____
	Task 1.7: Gap Analysis		\$ _____	\$ _____
	Draft Report for Phase 1		\$ _____	\$ _____
Sub-Total Firm Price Phase 1				\$ _____
<i>Task</i>		<i>Time (Days)</i>	<i>Cost per day</i>	<i>Total Cost per day</i>
Phase 2 – Program Goals	Task 2.1: Market Indicators		\$ _____	\$ _____
	Task 2.2: Modelling Activity Impacts		\$ _____	\$ _____
	Task 2.3: Methodology for Built Environment Goal		\$ _____	\$ _____
	Task 2.4: Methodology for Activity Goals		\$ _____	\$ _____
	Draft Report for Phase 2		\$ _____	\$ _____
Sub-Total Firm Price Phase 2				\$ _____
<i>Task</i>		<i>Time (Days)</i>	<i>Cost per day</i>	<i>Total Cost per day</i>
	Final Report		\$ _____	\$ _____
Sub-Total Firm Price Final Report				\$ _____
Total Firm Price for Bid Evaluation:				\$ _____