Return Bids to :	Title - Sujet Energy Efficiency Rewards Pilot			
Retourner Les Soumissions à : Natural Resources Canada - Ressources naturelles Canada	Solicitation No No de l'invitation NRCan-5000026370	Date 05 October 2016		
Bid Receiving Unit - Mailroom Unité de réception des soumissions, Salle du	Client Reference No N° de reference du client 135055			
courrier 588 rue Booth Street	Requisition Reference No N° de la der 5000026370 Solicitation Closes - L'invitation prend fi			
Ottawa, Ontario K1A 0E4	at - à 02:00 PM EST on - le 15 November 20			
Request for Proposal (RFP)	Address Enquiries to: - Adresse toutes	Buyer ID - Id de l'acheteur		
Demande de proposition (DDP) The Bidder offers to provide to Canada the goods, services or	questions à: Serge Tshimanga			
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.	Telephone No No de telephone (343) 292-8374	Fax No No. de Fax (613) 997-5477		
Le soumissionnaire offre de fournir au Canada les biens, services	If marked "X" please see the box to the la required S'il ya un "X" ici, s.v.p. voir la boite à la			
ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.	Destination - of Goods, Services and Con Destination - des biens, services et cons			
Comments - Commentaires				
Issuing Office - Bureau de distribution				
Finance and Procurement Management Branch Natural Resources Canada 520 Basth Streat, 5th Stear	Security - Sécurité Not applicable			
580 Booth Street, 5th Floor Ottawa, Ontario K1A 0E4	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 print) Nom et titre de la personne autorisée à l'entrepreneur (taper ou écrire en carao	signer au nom du fournisseur/de		
	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 customized rewards platform and application as a pilot project that supports the federal Government's current priorities to be citizen-centred and to use digital tools to engage Canadians in new ways.

**Note:** this project will not involve public opinion research and all interventions via the app will be factual and behavioural in nature, for example, judgement questions such as: How much energy does it use? (under 25 kWs, 25-100 kWs, over 100 kWs); fact-based questions such as: Are you aware of the ENERGY STAR program? (Yes, No).

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

# 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (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 <u>2003</u>, 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 OY7 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.

#### 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 **ten (10)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 fifteen (15) 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 in a medium such as CD, DVD)
- Section II: Financial Bid (1 hard copy and 1 electronic copy in a medium such as CD, DVD) in <u>a separate</u> <u>file and document.</u>

Section III: Certifications (1 hard copy and 1 electronic copy in a medium such as CD, DVD)

If there is a discrepancy between the wording of the soft 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 <u>Policy on Green Procurement</u> (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 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.

The technical bid should include:

- 1) Rewards platform name and description, including:
- Participating loyalty points providers;
- Methods of engagement with audience;

- Number of users.
- 2) Name and description of the application (if different from the platform), including:
- Origin/history of the application. Be sure to indicate any change in source ownership if applicable and any other conditions in which full IP ownership is not held;
- Characterize the application as a synchronized, or fully networked application. Frequency of synchronization, if appropriate;
- Also include a description of the application interface;
- If the application is currently live on an App Store, provide links for downloading, the product webpage, and other relevant information.

# Section II: Financial Bid

Bidders must submit their financial bid in accordance with the section 2 of Annex 1 Part 4.

# 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

Г

## 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 Techr	nical Score	115/135	89/135	92/135
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 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 <u>Declaration Form</u> (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 "<u>FCP Limited</u> <u>Eligibility to Bid</u>" list (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from <u>Employment and Social Development Canada (ESDC) - Labour's</u> 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 "<u>FCP Limited Eligibility to Bid</u>" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex <u>Federal Contractors Program for</u> <u>Employment Equity - Certification</u>, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

# 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 nonresponsive.

# 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:

 $\Box$  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 "A" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

#### 7.2.1 General Conditions

<u>2035 (</u>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 \_\_\_\_\_ inclusive.

## 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **four** (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, NRCan will provide the details of the work for the contractor to provide a cost estimate that should not exceed \$250,000. This is related to section SW.4.2 of the Statement of Work.

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

#### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	
Title:	
Organization:	Natural Resources Canada
Address:	
Telephone:	
Facsimile:	<sup>_</sup> <sup>_</sup>
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

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

# 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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> 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 total sum not to exceed \$ \_\_\_\_\_ as specified in Annex B. 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**:

<u>E-mail:</u>	OR	Fax:
NRCan.invoice_imaging-		Local NCR region: 613-947-0987

service_dimagerie_des_factures.RNCan@canada.ca	Toll-free: 1-877-947-0987
Note: Attach "PDF" file. No other formats will be accepted	<b>Note:</b> Use highest quality settings available.

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

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

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

#### 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 wordings 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 Requirements

The Contractor MUST hold a valid Professional Liability Insurance no less than \$1,000,000.00 (per accident or occurrence) throughout the duration of the contract and a minimum of twelve (12) months after contract expiry date.

The Contractor is responsible for deciding if any other 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

Energy Efficiency Rewards Pilot

## 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.

Building on Canadians' affinity for loyalty points programs, predominant use of smartphones and engagement in new technologies, the OEE will engage Canadians in learning about energy use, opportunities and benefits of saving energy while nudging them towards energy efficient behaviours. This pilot project will test pointsbased incentives, or loyalty rewards, as means to improve OEE's engagement with Canadians to improve their awareness and adoption of more energy efficient behaviours. This intervention will be delivered via a mobile application (app: a small, specialized program downloaded onto mobile devices). This pilot does not seek to create a new app; rather it seeks to use an existing app with an already engaged user-base, established relationships with loyalty points providers or a demonstrated range of choice users have to exchange rewards for products or services, and an established and tested platform that can demonstrate being on a path to being national in scope.

This pilot project supports the federal Government's current priorities to be citizen-centred and use digital tools to engage Canadians in new ways. It also seeks to work in collaboration with other government departments and stakeholders to use rewards as a means to engage and "nudge" Canadians towards make energy efficient choices.

# SW.3.0 OBJECTIVES

The objective is to have a customized established/existing rewards platform and app in order to meet the following needs:

- 1. To increase awareness of energy use and energy efficiency (including awareness of the benefits of, and opportunities for, energy efficiency measures in homes, vehicles and consumer choices);
- To increase knowledge and brand awareness of Canada's energy efficiency programs, tools and services, for example: ENERGY STAR, EnerGuide Rating System, EnerGuide labeling Collect and analyze data and report on the findings;
- 3. To possibly roll out the app across Canada and expand in collaboration with provinces, territories and private sector stakeholders;
- 4. To influence Canadians to be more energy efficient in their daily lives;
- 5. To build awareness and foster behavioural change;
- 6. To improve OEE's understanding of Canadians' attitudes and awareness of energy use and opportunities to be more energy efficient, and to inform and better target policy and program measures.

# SW.4.0 PROJECT REQUIREMENTS

## SW.4.1 Tasks, Deliverables, Milestones and Schedule

The tasks the Contractor will perform include, but are not limited to, the following:

- Customize their established/existing rewards platform and app as per NRCan's needs.
- Develop and deliver a pilot project to engage Canadians in energy efficiency, based on information from the OEE and additional sources.
- To work with the Project Authority and others in the OEE and create monthly app content in advance and on an as-needed basis, and adjust interaction tactics and revise content according to the results of the interactions and related opportunities.
- To produce draft content and final content.
- To offer the app users with the choice of rewards to collect in exchange for interacting with the app (for example: Aeroplan Miles, PetroPoints, etc.).
- To collect and provide data on the interactions as a result of the app and provide a monthly data report.
- Participate in an initial meeting and to liaise with the Project Authority and other stakeholders responsible for advising on the content and data collection of the app; to review all relevant material supplied by the Project Authority and to develop a project plan and schedule.
- Coordinate, and where applicable, attend meetings/conference calls with the Project Authority and stakeholders to present the app and results.
- Prepare all app content such as games, quizzes and interventions, based on feedback from, and in collaboration with, the Project Authority and stakeholders.
- Lead the intervention design and delivery via their own physical and technological equipment.
- Prepare a mid-term, final report and presentation capturing the results of the pilot.
- Scan for and engage additional stakeholders and possible partners for future phases of the rewards pilot, in collaboration with the Project Authority.
- Perform other ad hoc tasks related to the app delivery as identified by the Project Authority.

**Note:** Some of the tasks above may require up to three (3) rounds of revision. The Project Authority will review draft documents provided by the Contractor and will provide feedback to the Contractor within five (5) business days. The Contractor will implement any changes within two (2) business days and provide updated documents for additional review and comment by the Project Authority under the same timeframes. The Contractor will meet regularly with the Project Coordinator to ensure the project is on track to meet its deliverables.

The following features/capabilities, but not limited to, are required for the customized application:

- Individuals to receive points from popular consumer loyalty point providers as a reward for their interaction and demonstrated learning with the app;
- Data collection to show comparative results: initial interventions will assess awareness and establish a baseline from which to compare against and demonstrate improved energy efficiency awareness and behaviours;
- Data collection to show impact measurement to learn the level and nature of user engagement, including regional breakdowns, what incentives and activities Canadians interact with, and demonstrated learning and actions;
- Usable under Android and iPhone platforms.



Tasks/Activities	Deliverables/Milestones	Time Schedule
Draft project plan	Draft Project Plan	Week 1
Final project plan Initial content development	Final Project Plan First 2 months of content	Week 3 Week 4-8
Energy Efficiency Rewards launch	App is launched to user- base	Week 8-10
Data assessment and meetings with Project Authority and/or other stakeholders	Data report	Monthly
Content development based on initial data assessment	Next 2 months of content	Week 10-12
Mid-term pilot assessment including data assessment and improvements	Mid-term report	Week 20-22
Content development based on mid-term report, previous monthly data assessments and meetings with Project Authority and other stakeholders	Next 2 months of content	Week 22-24
Final data assessment and report development	Final report, including, findings and recommendations for future phases with stakeholders and partners	Week 33-35
Presentation development	Presentation	Week 36

# SW.4.2 Options:

There is a possibility of additional work which will mostly include, but not limited to, the following:

- Additional developed based on lessons learned, including analysis of campaign effectiveness, breakdown of audience demographics and response insights
- Establish partnerships with provincial, territorial and private-sector organisations interested in leveraging the Rewards App opportunity;
- Explore additional content strategies, for example:
  - Development of or alignment social media campaigns
  - Audience-specific offers (based on promo codes)
  - QR code/barcode scanning (retail opportunities)
  - Transportation & energy conservation e.g. Metro passes.
  - Video content
  - Geo-mapping functionality



- Account crediting for behaviours (renovations, light replacements, product purchases, etc.)
- Engaging contractors or NRCan-certified energy advisors
- Launching the rewards App in additional regions;
- New energy efficiency features and tools introduced on the app;
- Annual end-of-year program summary and analysis report, including:
  - Data-driven recommendations for future energy efficiency applications for rewards;
  - $\circ$  Full evaluation report investigating program impact on audience behaviour.

**Note:** NRCan will provide details of each additional (tasks, milestones and expected deliverables) prior to exercising the option.

## SW.4.3 Reporting Requirements

The Contractor will provide verbal bi-monthly (every 2 weeks), and written monthly data reports 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 (Provinces, Territories, utility companies, etc.) at the frequency requested by the Project Authority.

The Contractor is responsible for data collection and performance measurement.

The following are some of the performance measures and data to be collected:

- Acquisition Number of pilot sign ups.
- Activation Number of those who engage post sign-up.
- Retention Number of users who continue to use the app over time.
- Referrals Number of app referrals to other new users.
- Change in awareness: User demonstrates learning about energy efficient behaviours and/or products and services (self-reported).
- Change in behaviour: User adopts an energy efficient behaviour (self-reported).
- Change in energy consumption: User reduces their energy consumption (self-reported).

#### SW.4.4 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 must:

- keep all documents, data collected and proprietary information confidential, in accordance with the federal Privacy Act, Personal Information Protection and Electronic Documents Act, and all substantially similar provincial legislation (the "Privacy Laws")
- provide all public content in both official languages
- submit all written reports in 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 at the Project Authority's place of work.

#### 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 (for publication on the app) will be translated and provided in English and French by the Contractor.

#### SW.5.5 Special Requirements

Data Collection and Privacy



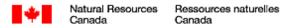
This project will involve the collection of personal information as described in section 3 of the *Privacy Act*. As such, the Contractor as well as the applicable platform holding the personal information must adhere to the following:

## The Contractor

- The Contractor must have a current privacy policy
- The privacy policy must be posted on the Contractor's website
- The Contractor must have or assign a Chief Privacy Officer

## The Platform (The App)

- The app must be able to display a privacy notice statement to all new and current users prior to engaging in any of NRCan's content or surveys.



#### ANNEX "B" BASIS OF PAYMENT

The total all-inclusive ceiling price to perform the work is \$\_\_\_\_\_\_ in Canadian funds, GST/HST excluded. Any Travel and Living Expenses, in accordance with Treasury Board Guidelines, and other miscellaneous expenses must be included in the firm price.

## **Milestone Payments**

Milestone #	Description of Milestone	Milestone Ceiling Price (GST/HST excluded)
1	Delivery and acceptance by the Project Authority of the App launch to user-base.	\$
2	Delivery and acceptance by the Project Authority of the mid-term report.	\$
3	Delivery and acceptance by the Project Authority of the final report and presentation.	\$
	Total	\$



## 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	The Bidder MUST have an established/existing rewards platform and application that can be customized, and which includes a public privacy notice statement to all new and current users. Screens shots to be provided. NRCan reserves the right to request additional information for validation purposes only.		
M2	The Bidder MUST have a current privacy policy which is posted on their website. (Web link to be provided). NRCan reserves the right to contact the client for validation purposes only.		
M3	<ul> <li>The Bidder MUST provide at least one (1) project summary where they have customized their established/existing rewards platform and app based on a client's needs within the past 10 years.</li> <li>The following should be provide for each project: <ol> <li>the name of the client organization;</li> <li>client point of contact</li> <li>a brief description of the scope of services provided;</li> <li>start and end date of the project;</li> </ol> </li> <li>NRCan reserves the right to contact the client for validation purposes only.</li> </ul>		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M4	<ul> <li>The bidder MUST have existing relationships with loyalty point's providers (for example: Aeroplan Miles, PetroPoints, etc.).</li> <li>The following can be provided for compliance to the criteria: <ul> <li>app related screenshots or;</li> <li>any documents supporting the agreement with the provider.</li> </ul> </li> </ul>		

## 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.

Criterion ID	Point Rated Technical Criteria	Maximum Points	Proposal Page #
R1	Mandatory criteria.	8	
R2	Platform engaged user-base: The bidder must demonstrate the platform number of the established engaged user-base. User-base of 10,000 to 25,000 (6 points) User-base of 25,000 to 50,000 (8 points) User-base of 50,000 to 100,000 (10 points) User-base of more than 100,000 (12 points)	12	
R3	<ul> <li>Platform Engagement methods: The bidder must demonstrate their methods of engagement with app users including a brief description and/or example.</li> <li>1 point per method of engagement up to 10.</li> </ul>	10	
	Total points	40	

#### 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**;

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.



## 2.2 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 section 2.3.1 below. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

#### 2.2.1 Milestone Payments

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

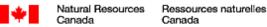
The Bidder must complete the milestone table below by providing its proposed ceiling milestone amounts for each milestone:

Milestone #	Description of Milestone	Milestone Ceiling Price (GST/HST excluded)
1	Delivery and acceptance by the Project Authority, of the App launch to user-base (Energy Efficiency Rewards launch).	Ş
2	Delivery and acceptance by the Project Authority, of the mid- term report (Mid-term pilot assessment).	\$
3	Delivery and acceptance by the Project Authority, of the final report and presentation (Final data assessment and presentation development).	\$
	Total Ceiling Price	\$

Bidder should provide details on each of the ceiling price proposed in the table above. Details should include rates; estimated level of effort, miscellaneous expenses, etc...Bidder may use the following for the details:

#### 1) Professional Fees:

А	В	С	D (BxC)
Category of Personnel	Per Diem Rate(s)	Level of Effort/Number of Days Required	Total Costs for Professional Fees
1.	\$		\$
2.	\$		\$
3.	\$		\$



RFP/DDP #

	Sub-Total 1:	\$
2) Miscell	aneous Expenses:	
ltem	Description	Total Estimated Miscellaneous Expense Cost
1		\$
2		\$
3		\$
4		\$
	Sub-Total 2:	\$
3) Total		
Total of	\$	

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

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

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