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The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal 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.

Bidders with concerns regarding the provisions of the Bid Solicitation document (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 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 and the Basis of Payment,

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to calculate the total Cost of Ownership for Medium and Heavy-Duty Vehicles. Secondly, a public facing, user-friendly web interface must be developed that hosts the tool for users to obtain better insight into the costs associated with alternative fuel MHDVs.

There is no security requirement and travel is not included. The contract period is from contract award to March 1, 2021. All deliverables are due on or before March 1, 2021.

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 or by email.



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) (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](#) (2020-05-28) 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:**
- **Under Subsection 2 of Section 20:** Not applicable

2.2 Submission of Bids

2.2.1 Electronic transmission of proposals is permitted.

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:

Attention: Nadine Daoud nadine.daoud@canada.ca

IMPORTANT

It is requested that you write the following information in “Subject” of the e-mail:

NRCan-PR- 5000053601: Total Cost of Ownership Calculator for Medium and Heavy Duty Vehicles

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

Due to COVID-19 we will now only be accepting bids electronically. Bidders must phone 343-543-7068 to confirm bid receipt immediately after they’ve submitted their bid. As there is more work being completed remotely, it is vital to ensure you call and speak with the contract authority to advise you have submitted a bid and it has been received.

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 8 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 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Basis for Canada's Ownership of Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- (6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;



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 electronic copy)

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

Section III: Certifications (1 electronic copy)

Prices should appear in the financial bid only. No prices should 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

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

Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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 and financial 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– Evaluation Criteria.

4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix 1 – Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 50 points.
2. Bids not meeting choose "(a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 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	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders should 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

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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

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

- 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 or, in the case of a private company, the owners of the company.
- 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 partnerships do not need to provide lists of names.

Name of Bidder: _____

OR

Name of each member of the joint venture:



Member 1: _____
 Member 2: _____
 Member 3: _____
 Member 4: _____

Identification of the administrators/owners:

SURNAME	NAME	TITLE

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.2.3 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.



5.2.4 Education and Experience

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

5.2.5 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.

Professional fees	Amount
_____	_____
_____	_____

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.

5.2.6 Aboriginal Designation

Who is eligible?

- a) 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

- b. 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.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

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



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this requirement.



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 "____" and the Contractor's technical bid entitled _____, dated _____. (*to be completed at contract award*)

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2020-05-28), 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:

[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information

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

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 Contract to March 1, 2021.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nadine Daoud
Title: Procurement Officer
Organization: Natural Resources Canada
Address: 580 Booth St. Ottawa, ON, K1A 0E4
Telephone: 343-543-7068
E-mail address: nadine.daoud@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 provided 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

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 completed and accepted by Canada.

7.9 Invoicing Instructions

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

<p><u>E-mail:</u></p> <p>rncan.invoiceimaging-servicedimageriedesfactures.rncan@canada.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted</p>
OR
<p><u>Fax:</u></p>



Local NCR region: **613-947-0987**
Toll-free: **1-877-947-0987**

Note: Use highest quality settings available.

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

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

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 [4007](#) (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information.
- (c) the general conditions [2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____.

7.13 Foreign Nationals (Canadian Contractor)

SACC *Manual* clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

7.14 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.



7.15 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

Total Cost of Ownership Calculator for Medium and Heavy-Duty Vehicles

SW.2.0 BACKGROUND

Medium and heavy-duty vehicles (MHDVs) are used to carry out a range of critical activities including, but limited to, moving goods, moving people and enabling services such as refuse removal. However, emissions in this vehicle segment have been growing rapidly, accounting for more than one-third of transportation related GHG emissions while representing less than 5% of on-road vehicle registrations (StatCan, 2018). Due, in part, to increasing global trade and movement of goods (e.g. online shopping), emissions from on-road MHDVs have tripled since the mid-1990s and are projected to continue increasing. In 2015, heavy-duty vehicles (HDV) accounted for 37% of Canada’s transportation-related greenhouse gas emissions (GHG) emissions, and 9% of the country’s total emissions.

Canada has set goals to reduce emissions by 30% of 2005 levels by 2030 and to be net-zero by 2050. In addition, Canada has signed the Global Drive-to-Zero pledge, collaboratively seeking to accelerate the growth of the global zero- and near-zero-emission (ZE) commercial vehicle space.

Currently almost all freight trucks are fueled by diesel. The combustion of diesel results in air pollution known to cause health issues. Taking advantage of Canada’s clean grid, battery-powered and hydrogen fuel cell freight trucks could greatly reduce GHG emissions. Other alternative fuels, such as natural gas, renewable natural gas and renewable diesel, may also serve to reduce emissions.

However, there are barriers to transitioning to alternative fuels, including understanding the different cost implications as compared to conventional diesel vehicles. This may include differences in capital expenses, operating expenses, and maintenance costs as well as certain regional policies pertaining to alternative fuel vehicles. To help Canadian companies understand these costs and considerations, NRCan is seeking to fund the development of a total cost of ownership (TCO) calculator. The calculator would be made available online for Canadians to understand the business case and estimated payback period associated with an alternative fuel vehicle.

This work would complement NRCan’s existing efforts in this space, including the Green Freight Assessment Program, SmartWay and SmartDriver. Together, this suite of tools will help Canadian truck owners and operators reduce emissions while remaining competitive.

SW.3.0 OBJECTIVES

The objective of this project is to help companies better understand the costs associated with switching to alternative fuel vehicles, which would support Canada’s pledge to the Global Drive-to-Zero initiative. It is understood that vehicle availability and federal and regional policies may change, therefore it is essential to address how the total cost of ownership (TCO) calculator could be kept updated to provide accurate and current information to users.

To achieve this, the project will have two parts. Firstly, an Excel-based TCO calculator must be developed that provides current costing information and can accurately calculate the total cost of ownership for alternative fuel medium and heavy-duty vehicles given requisite inputs. Secondly, a public facing, user-friendly web interface must be developed that hosts the TCO calculator tool for users to obtain better insight into the costs associated with alternative fuel MHDVs.



SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks

Task 1:

- Conceptualize a suitable design for the calculator tool and identify inputs and outputs.
- Collect relevant Canadian MHDV information including regional differences. This could include capital, operating and maintenance costs as well as regional fuel and electricity prices. Identify most common MHDV use cases.
- Correspond with vehicle manufacturers and fuel suppliers for accurate costing information. This may include the manufacturer's suggested retail price (MSRP) as well as costs for different battery sizes/fuel tanks.
- Develop an Excel-based total cost of ownership calculator which incorporates the most pertinent information in determining the costs of acquiring, operating and maintaining an alternative fuel vehicle, and provide a point of comparison to the conventional (diesel) equivalent. Employ a user-friendly process, bearing in mind that companies may not be able to provide exhaustive data on their operations.
- Share all back-end calculations and costing information with NRCan and explain the general methodology in the report.
- Check process with selected partners to receive feedback, confirmation that the approach taken regarding costing and methodology are suitable and update the tool accordingly.
- Report on the maintenance requirements for the tool and recommended next steps for an expanded tool. Include commentary on the assumptions and limitations of the tool.

Task 2:

- Develop a user-interface approach which includes user instructions and adjustable parameters.
- Develop a web-based platform and transfer the calculator tool online; the tool should clearly display pertinent information such as the pay-back period in a user-friendly format including showing the information graphically. Include commentary on the assumptions and limitations of the tool.
- Conduct testing with different sized businesses to receive feedback and improve the tool.
- Launch the webpage and make the tool publicly accessible. The webpage and all included contents must be in both official languages (French and English) and must comply with requirements in the latest Web Content Accessibility Guidelines (WCAG).
- Report on the potential to improve the web-tool, maintenance requirements, who the tool might be best suited for, and gaps that could be explored in the future.
- Provide a way for those that use the tool to send in feedback.



SW.4.2 Deliverable & Schedule

Tasks	Deliverables	Estimated Schedule	Milestone #
1. Kick-off meeting	Discuss the general approach to the project.	At contract award	Milestone 1
2. Gather required information	Identify information/data being used and sources. Inputs, outputs, and the list of assumptions will be discussed.	1 month after contract award	Milestone 1
3. TCO calculator demonstration I	Demonstrate and discuss TCO calculator tool. At this stage, the tool's main functions should be complete and working.	September 2020	Milestone 1
4. TCO calculator demonstration II	Present finalized tool.	October 2020	Milestone 1
5. Kick-off meeting for web interface	Discuss the general approach to the web interface.	October 2020	Milestone 2
6. Web demonstration I	Demonstrate the TCO calculator tool on the web platform.	November 2020	Milestone 2
7. Stakeholder trial-run	Conduct trials with select partners.	November 2020	Milestone 2
8. Web demonstration II	Present finalized web interface.	December 2020	Milestone 2
9. Interim report	Submit interim report to NRCan for comment.	January 2021	Milestone 2
10. Final report	Submit final report to NRCan.	February 2021	Milestone 2

SW.4.3 Reporting Requirements

Communication is to be done primarily via telephone, email or in-person meetings as necessary. At the time of delivery, a report will be submitted documenting the work completed as a Word and PDF file.

Interim Report

An interim report will be submitted containing an overview of the work that has been completed to date and an outline of the final report structure (see below). This report will be brief and will serve primarily as a means for feedback.

Final Report

A draft report will deliver on the objectives noted in SW 3.0 and the project requirements noted in SW4.1. The project authority will review and comment on the draft report. Two rounds of review have been accounted for in the project plan.

The final report shall include: a cover page, an executive summary, table of contents, list of abbreviations, an introduction/background, main body, conclusion, and a full list of references and citations. The final report will be made available to the public and published by NRCan, and will include acknowledgement and contributions of the project authors/organizations.



SW.4.4 Method and Source of Acceptance

All deliverables rendered under this contract are subject to approval by the Project Authority (NRCan). 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

The Contractor shall:

- Keep all documents and proprietary information confidential;
- Submit all written reports in electronic Microsoft Office Word , PDF, MS Excel, with final report in Word and PDF
- Additional formats can be negotiated by common agreement between the Project authority and the Contractor; and
- Be available to review contract progress on or around the date of milestones.

SW.5.2 NRCan's Obligations

Under this contract, NRCan will:

- Provide assistance and guidance regarding the scope of data to be collected;
- Provide available documentation, data and information on the topic; and
- Review and provide feedback to the draft reports within 10 business days.

SW.5.3 Language of Work

All reports must be submitted in English. Correspondence with NRCan may be in the contractor's official language of choice.

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

The work is expected to be completed at Contractor's place of business. There are no living or travel costs associated with this contract.



ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)



APPENDIX “1” - EVALUATION 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.

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

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

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

1. TECHNICAL CRITERIA

1.1 MANDATORY EVALUATION 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.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/ Fail
M1	<p>Bidders MUST include within their proposal a detailed curriculum vitae (CV) for each proposed resource (including the project leader). CVs should include the following:</p> <ol style="list-style-type: none"> 1. a detailed description of the proposed resource’s work experience (indicated in years/months) in the the medium and heavy-duty vehicle or alternative fuel vehicle sector; and 2. Educational and professional designation attainments, and all other academic credentials for each proposed resource. 		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M2	The Project Team Leader MUST have at least ten (10) years of combined experience in professional areas including costing, policies, operations, consulting, infrastructure and stakeholder engagement in the context of medium and heavy-duty vehicles (MHDV) and/or alternative fuel vehicles, as evidenced by the CV and/or the project summaries.		
M3	All other proposed resources named in their proposal MUST have a combined two (2) years of professional experience in the area of medium and heavy-duty vehicles and/or alternative fuel vehicles, as evidenced by the CV and/or the project summaries.		
M4	<p>For each proposed resource named in the Bidder's proposal, the Bidder MUST provide three (3) written project summaries describing in detail their current and previous experience in the medium and heavy-duty vehicle and/or alternative fuel vehicle sector during the past seven (7) years.</p> <p>Within each project summary provided, bidders should indicate:</p> <ol style="list-style-type: none"> 1. the name of the client organization; 2. a brief description of the scope of services provided; 3. the dates and duration of the project; 4. the dollar value of the project (to the Offeror); 5. a description of the project or service; and 6. the name, email address and telephone number of the client project authority to whom the Offeror reported. <p><i>NRCan reserves the right to contact the named client project authorities for validation purposes only.</i></p>		
M5	<p>The Bidder's MUST provide a workplan for the requirement. The workplan should include:</p> <ul style="list-style-type: none"> • How each task listed in the Statement of Work will be approached • A clear plan for delivery of the identified tasks and deliverables 		

1.2 EVALUATION OF RATED CRITERIA

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

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

Proposals will be evaluated based on the following criteria:



Criterion ID	Point Rated Technical Criteria	Evaluation Criteria Scoring Method	Maximum Points	Proposal Page #
R1	<p>Project Summaries</p> <p>The Bidder should identify three (3) previous projects to be evaluated in this section. They will be evaluated against the following factors:</p> <ol style="list-style-type: none">1. Demonstration that the cited project aligns with the objective of this requirement stated in the SOW;2. Similarity of cited projects to NRCan's requirement (e.g. financial costing of vehicles, software tool with public user-interface);3. The provision of work relating to medium and heavy-duty vehicle costing and decarbonization within an environment similar to NRCan's;4. Evidence that the services were provided on time, on budget and in accordance with the established project goals.	<p>Each of the three projects will be scored as follows (maximum 5 points per project):</p> <p>5 points (The project summary fully addresses the aspects in the list of factors)</p> <p>3 points (The project summary addresses some of the aspects in list of factors in RC1)</p> <p>1 point (The project summary minimally addresses the aspects in the list of factors)</p> <p>0 points (The project summary is not relevant)</p>	15	



<p>R2</p>	<p>Task 1 – Work Plan</p> <p>The work plan for Task 1 will be evaluated against the following factors:</p> <ol style="list-style-type: none"> 1. The approach to Task 1 in the Statement of Work is sound and explained clearly. 2. The scope of work is well articulated and aligns with the project objectives. 3. The project schedule aligns with the timelines set in the Statement of Work. 4. The approach caters to the Canadian context and accounts for regional differences. 5. There is a way for the calculator to be updated as more vehicles become available and costing changes. 	<p>20 points (The workplan addresses all the aspects in the list of factors).</p> <p>15 points (The workplan addresses most of the aspects in the list of factors).</p> <p>10 points (The workplan addresses some of the aspects in the list of factors)</p> <p>5 points (The workplan minimally addresses the aspects in the list of factors).</p> <p>0 points (The Bidder does not address the criterion.)</p>	<p>20</p>	
<p>R3</p>	<p>Task 2 – Work Plan</p> <p>The work plan and schedule for Task 2 will be evaluated against the following factors:</p> <ol style="list-style-type: none"> 1. The approach to Task 2 in the Statement of Work is sound and explained clearly. 2. The scope of work is well articulated and aligns with the project objectives. 3. The project schedule aligns with the timelines set in the Statement of Work. 4. There is a way for the webpage to be updated as the calculator (Task 1) is updated. 	<p>10 points (The workplan addresses all the aspects in the list of factors).</p> <p>8 points (The workplan addresses most of the aspects in the list of factors).</p> <p>6 points (The workplan addresses some of the aspects in the list of factors)</p> <p>4 points (The workplan minimally addresses the aspects in the list of factors).</p> <p>0 points (The Bidder does not address the criterion.)</p>	<p>10</p>	
<p>R4</p>	<p>Project team strength and suitability</p>	<p>5 points (Proposed resources have 20+ years of combined of MHDV or alternative fuel vehicle experience.</p>	<p>5</p>	



	The Bidder's proposed resources (including the Project Team Leader) will be assessed to ensure that the skills, qualifications and experiences are suitable and sufficient to meet the requirements of this work.	3 points (Proposed resources have 15-19 years of combined MHDV or alternative fuel vehicle experience. 1 point (Proposed resources have 12-14 years of combined MHDV or alternative fuel vehicle experience.		
Total points			50	



APPENDIX “2” – FINANCIAL PROPOSAL FORM

1. FIRM PRICE - Milestone Payments

Bidder tendered all-inclusive firm price to perform the work is in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

The bidder must complete the schedule below indicating the firm proposed amounts for each step according to the indicated percentages

Milestone #	Description of Milestone	Milestone Firm Price (applicable taxes excluded)
1	Upon delivery and acceptance by the Project Authority, of Completion of Tasks 1-4 in the SOW SW. 4.2	\$ _____
2	Upon delivery and acceptance by the Project Authority, of Completion of Tasks 5-10 in the SOW SW. 4.2	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____