



**Return Bids to :**  
**Retourner Les Soumissions à :**  
[Jinping.wei@canada.ca](mailto:Jinping.wei@canada.ca)

**Request for Proposal (RFP)**  
**Demande de proposition (DDP)**

**Proposal To: Natural Resources Canada**

*We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.*

**Proposition à: Ressources Naturelles Canada**

*Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).*

**Issuing Office – Bureau de distribution**

Finance and Procurement Management Branch  
Natural Resources Canada  
580 Booth Street  
Ottawa, ON  
K1A 0E4

Title – Sujet <b>Medium and heavy-duty vehicles in Canada: An overview of duty cycles</b>	
Solicitation No. – No de l'invitation <b>NRCan-5000055984</b>	Date November 6, 2020
Requisition Reference No. - N° de la demande 160462	
Solicitation Closes – L'invitation prend fin <b>at – à 02:00 PM Eastern Standard Time (EST)</b> <b>on – le November 27, 2020</b>	
Address Enquiries to: - Adresse toutes questions à:  <a href="mailto:Jinping.wei@canada.ca">Jinping.wei@canada.ca</a>	
Telephone No. – No de telephone  343-292-7352	Fax No. – No. de Fax  N/A
Destination – of Goods and Services: Destination – des biens et services:  580 Booth Street Ottawa, ON K1A 0E4	
Security – Sécurité  There are no security requirements associated with this requirement.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur           Telephone No.:- No. de téléphone: Facsimile No.:- No. de télécopieur: Email – Courriel :	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature _____	Date _____



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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.



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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 and Additional Information:** includes the certifications and additional information to be provided;

**Part 6 Security 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, the Federal Contractors Program for Employment Equity - Certification, and any other annexes and attachments.

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 identify and describe the range of duty cycles among Canadian class 4-8b Medium and heavy-duty vehicles (MHDV), excluding buses. Secondly, based on findings, provide a summary that identifies fuel-switching options (e.g. battery-electric, hydrogen, natural gas, renewable natural gas), including conversions, for a range of MHDV duty cycles in Canada, both near and long term.

There is no security requirement and travel is not included. The contract period is from contract award to April 30, 2021. All deliverables are due on or before April 30, 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 will be done in writing, 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: Delete entirely**
- **Subsection 2 of Section 8: Delete entirely**
- **Under Subsection 2 of Section 20:** Not applicable

### 2.2 Submission of Bids

Bidders must submit all proposals electronically. Given the current constraints on NRCan’s networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation. Bidders are asked to contact the Contracting Authority to confirm receipt of their bid. NRCan encourages bidders to submit all bids earlier than the closing time in order to ensure sufficient time to be received in NRCan’s server.

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.

- Send proposals to this email address: [jinping.wei@canada.ca](mailto:jinping.wei@canada.ca)

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

- Contact the Contracting Authority **Jinping Wei** at **343-292-7352** by either telephone call or email for receipt of bid confirmation.

### **IMPORTANT**

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

[RFP 5000055984 – MHDV Duty Cycles \[BIDDER NAME\]](#)

**Due to the nature of the bid solicitation, bids transmitted by mail or facsimile 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 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

### **2.5 Improvement of Requirement During Solicitation Period**

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



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## 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)
- Section IV: Additional Information (1 electronic copy)

**Prices should appear in the financial bid only. No prices should 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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

#### 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 – Financial Proposal Form. The total amount of Applicable Taxes must be shown separately.

#### Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

#### Section IV: Additional Information

Bidders must provide contact information (email address at minimum) for the Bidders' point of contact.





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## **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 Rated Within Budget**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 60% percent overall of the points 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 (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.



## 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. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity [Provisions of the Standard Instructions \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#integrity-provisions\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#integrity-provisions), all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

- 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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#). (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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. Failure to comply with the request may result in the bid being declared non-responsive.

#### **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.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



## **PART 6 - SECURITY AND OTHER 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 A and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2010B (2020-05-28), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

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

#### 7.2.2 Supplemental General Conditions

The following clauses apply to and form part of this contract:

4006 (2010-08-16), Contractor 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](mailto:boa.opo@boa.opo.gc.ca).

## **7.4 Security Requirements**

There is no security requirement applicable to the Contract.

## **7.5 Term of Contract**

### *7.5.1 Period of the Contract*

The period of the Contract is from date of Contract to April 30, 2021 inclusive.

## **7.6 Comprehensive Land Claims Agreements (CLCAs)**

The Contract is not subject to any Comprehensive Land Claims Agreements.

## **7.7 Authorities**

### *7.7.1 Contracting Authority*

The Contracting Authority for the Contract is:

Name: Jinping Wei  
Title: Procurement Officer  
Organization: Natural Resources Canada  
Address: 580 Booth Street, Ottawa ON, K1A 0E4  
Telephone: 343-292-7352  
E-mail address: [jinpings.wei@canada.ca](mailto:jinpings.wei@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.



### 7.7.2 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.

### 7.7.3 Contractor's Representative

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

## 7.8 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.

## 7.9 Payment

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

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

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



### 7.9.2 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.

### 7.10 Invoicing Instructions

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

<p><u>E-mail:</u></p> <p><a href="mailto:nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca">nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca</a></p> <p><b>Note:</b> Attach "PDF" file. No other formats will be accepted</p>
<b>OR</b>
<p><u>Fax:</u></p> <p>Local NCR region: <b>613-947-0987</b> Toll-free: <b>1-877-947-0987</b></p> <p><b>Note:</b> Use highest quality settings available.</p>

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

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

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

### 7.11 Certifications and Additional Information

#### 7.11.1 Compliance

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



## 7.12 Applicable Laws

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

## 7.13 Priority of Documents

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

- a) the Articles of Agreement;
- b) the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- c) the general conditions 2010B (2020-05-28), General Conditions – Professional Services - Medium Complexity;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Contractor's bid dated \_\_\_\_\_.

## 7.14 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

## 7.15 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.

## 7.16 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](mailto:boa.opo@boa.opo.gc.ca).



## ANNEX “A” - STATEMENT OF WORK

### SW.1.0 TITLE

Medium and heavy-duty vehicles in Canada: An overview of duty cycles

### SW.2.0 BACKGROUND

Medium and heavy-duty vehicles (MHDVs) are used to carry out a range of critical activities including, but not limited to, moving goods, moving people and enabling services such as refuse removal. Greenhouse gas (GHG) 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.<sup>1</sup>

Canada has set goals to reduce GHG 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. Moreover, Natural Resources Canada (NRCan) is committed to implementing the recommendations of the Generation Energy Council Report; specifically, decoupling Canada’s freight-related emissions from economic growth and to bring fleet average fuel efficiency in line with best-in class standards worldwide (both by 2030).

Through its SmartWay Transport Partnership, *SmartDriver* training and the Green Freight Assessment Program, NRCan has been supporting the MHDV sector to reduce GHG emissions.

Given the complexities and variations of MHDVs, there is a knowledge gap of the full range of Canadian duty cycles. Depending on the duty cycle, certain segments of the MHDV sector may be in a more favourable position to fuel switch than others. This study seeks to gain a deeper understanding of the MHDV duty cycles (classes 4-8b) in Canada to better understand the opportunity for GHG reduction.

### SW.3.0 OBJECTIVE

The objective of this project is to gain a deeper understanding of the range of medium and heavy duty vehicle cycles on Canadian roads in an effort to understand which cycles are best suited to transition to alternative fuels.

### SW.4.0 PROJECT REQUIREMENTS

#### SW.4.1 Tasks

**Task 1:** Identify and describe the range of duty cycles among Canadian class 4-8b MHDVs, excluding buses. Provide real-world, Canadian, examples, and discuss regional considerations.

- a. Provide real-world examples where these duty cycles are used in Canada (e.g. package delivery; long-haul) and comment on the size of businesses that use the respective duty cycle types (i.e. small, medium, large enterprises)
- b. Comment on any regional considerations (e.g. the impact of different terrains and climates on duty cycles; variety in local fleets needs)
- c. Identify, where possible, the quantity of MHDVs associated with the various types of duty cycles.

**Task 2:** Based on findings, provide a summary that identifies fuel-switching options (e.g. battery-electric, hydrogen, natural gas, renewable natural gas), including conversions, for a range of MHDV duty cycles in Canada, both near and long term.

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<sup>1</sup> Statistics Canada. Table 23-10-0067-01 Vehicle registrations, by type of vehicle.  
<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=2310006701>



In identifying and describing duty cycles, the review can include, but is not limited to, materials from the following:

- Peer reviewed journal articles (e.g. Journal of Management in Engineering);
- Industry association publications and magazines;
- Data available from OEMs, suppliers, and aftermarket equipment manufacturers on their websites or by other means;
- Information available from construction equipment owner/operators, fleet managers, off-road construction equipment rental companies or industry associations
- Information from the U.S. Environmental Protection Agency (EPA), California Air Resources Board (CARB) or other State authorities, Government of Canada, Provincial authorities, National Research Council Canada, European Joint Research Centre, and other government entities;
- Academia, or private emissions testing groups (e.g. West Virginia University, Southwest Research Institute)

**SW.4.2 Deliverables Schedule**

Deliverables	Schedule
1. Kick-off, discuss general approach to project	Within 1 week of contract award
2. Identify information/data being used and sources. Any assumptions that will be made.	December 2020
3. Submit draft report to NRCan for feedback/discussion.  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. This draft report will deliver on the objective noted in SW 3.0 and the tasks noted in SW4.1.	February/March 2021
4. Submit final report (including recommendations)  The final report shall include: a cover page, an executive summary, table of contents, list of abbreviations (if relevant), an introduction/background, main body, conclusion, and a full list of references and citations.	April 30, 2021

**SW.4.3 Method and Source of Acceptance**

All deliverables and services rendered under any 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 4 of this Statement of Work, the Contractor shall:

1. Keep all documents and proprietary information confidential;
2. Return all materials belonging to NRCan upon completion of the Contract;
3. Submit all written reports in hard copy and electronic Microsoft Office Word format;
4. Participate in teleconferences, as needed;
5. Maintain all documentation in a secure area.



### **SW.5.2 NRCan's Obligations**

Under this contract, NRCan will:

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

### **SW.5.3 Location of Work**

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

### 1. Firm Price - Milestone Payments

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.

Milestone #	Description of Milestone	Firm Price (Applicable Taxes Excluded)
1	50% of the total price for the work following delivery and acceptance by the Project Authority, of deliverables 1-3 as identified in the statement of work at Annex “A”.	\$ _____
2	50% of the total price for the work following delivery and acceptance by the Project Authority, of deliverable 4, and all previous deliverables, as identified in the statement of work at Annex “A”.	\$ _____
<b>Total Firm Price:</b>		\$ _____





## 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	Pass/Fail	Page Ref. #
M1	The Project Team Leader MUST have at least <b>three (3) years</b> of experience in professional areas in the context of medium and heavy-duty vehicles (MHDV) and/or alternative fuel vehicles with a focus on commercial and/or freight vehicles (i.e. light-duty vehicles and buses excluded), as evidenced by a CV and/or the project summary.		
M2	All other proposed resources named in the proposal MUST have a combined <b>three (3) years</b> of professional experience in the area of medium and heavy-duty vehicles and/or alternative fuel vehicles, with a focus on commercial and freight vehicles, as evidenced by a CV and/or the project summary.		



Criterion ID	Mandatory Criteria	Pass/Fail	Page Ref. #
M3	<p>For <b>each</b> proposed resource named in the Bidder’s proposal, the Bidder <b>MUST</b> provide at least one (1) written <b>project summary</b> describing in it their current and previous experience in the medium and heavy-duty vehicle and/or alternative fuel vehicle sector with a focus on commercial and/or freight vehicles.</p> <p>Within the project summary provided, bidders should indicate:</p> <ol style="list-style-type: none"> <li>1. the name of the client organization;</li> <li>2. a brief description of the scope of services provided;</li> <li>3. the dates and duration of the project;</li> <li>4. a description of the project or service; and</li> <li>5. the name, email address and telephone number of the client project authority to whom the Offeror reported.</li> </ol> <p><b><i>NRCan reserves the right to contact the named client project authorities for validation purposes only.</i></b></p>		
M4	<p>The Bidder’s <b>MUST</b> provide a <b>workplan</b> for the requirement. The workplan should include:</p> <ul style="list-style-type: none"> <li>• How each task listed in the Statement of Work will be approached</li> <li>• A clear plan for delivery of the identified tasks and deliverables</li> </ul>		

**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><b>Work Plan – Task 1</b></p> <p>The work plan for Task 1 will be evaluated against the following factors:</p> <ol style="list-style-type: none"> <li>1. The approach to Task 1 in the Statement of Work is sound and</li> </ol>	<p>Up to 5 points can be awarded per factor, for a potential 15 maximum points</p> <p><b>5 points</b> (All aspects in the factor are robustly addressed. E.g. bidder could provide their own insights/suggestions as to how to</p>	<b>15</b>	



	<p>explained clearly. It is well articulated and aligns with the project requirements as identified in Task 1, including a focus on MHDVs, excluding school buses.</p> <p>2. The approach caters to the Canadian context and clearly explains how it will do so</p> <p>3. The proposal indicates how it will, where possible, identify the quantity of MHDVs associated with the various types of duty cycles identified.</p>	<p>approach the factor in addition to what is provided in the SoW)</p> <p><b>4 points</b> (All aspects in the factor are addressed, but with no additional level of detail/effort beyond what is provided in the SoW, or factor)</p> <p><b>3 points</b> (At least half of the aspects in the factor are addressed and adequately explained/articulated as to how the work plan will approach them)</p> <p><b>2 points</b> (Less than half of the factors are addressed and/or no level of detail, or explanation as to how work plan will approach the task required is included)</p> <p><b>0 points</b> (No aspects are addressed)</p>		
<p><b>R2</b></p>	<p><b>Work Plan – Task 2</b></p> <p>The work plan for Task 2 will be evaluated against the following factors:</p> <p>1. The approach to Task 2 in the Statement of Work is explained clearly. It aligns with the project objective and the task as defined in the SOW (including fuel switching and conversions).</p> <p>2. The project schedule aligns with the timelines set in the Statement of Work.</p>	<p>Up to 5 points can be awarded per factor, for a potential 10 maximum points.</p> <p><b>5 points</b> (The workplan addresses all the aspects in the list of factors)</p> <p><b>3 points</b> (The workplan addresses half of the aspects in the list of factors).</p> <p><b>0 points</b> (The Bidder does not address the criterion, and/or does not provide specific enough detail to address the criterion.)</p>	<p><b>10</b></p>	
<p><b>R3</b></p>	<p><b>Project Summaries</b></p> <p>The Bidder should identify one (1) previous project to be evaluated in this section. If the vendor provides more than one (1) previous project, only the first will be scored. Please see M3 for additional detail. It will</p>	<p>Up to 5 points can be awarded per factor, for a potential 15 maximum points</p> <p>The project will be scored as follows:</p>	<p><b>15</b></p>	



	<p>be evaluated against the following factors:</p> <ol style="list-style-type: none"> <li>1. Demonstrate that the cited project aligns with the objective of this requirement as stated in the SOW;</li> <li>2. Similarity of cited projects to NRCan’s requirement (i.e.. the bidder clearly details how the project focused on MHDVs, excluding buses, and/or it focused on MHDV duty cycles (excluding buses));</li> <li>3. Demonstrate that the services were provided on time, on budget, and in accordance with the established project goals.</li> </ol>	<p><b>5 points</b> (The project summary addresses all the aspects in the factor and clearly details how the cited project meets that factor)</p> <p><b>3 points</b> (The project summary addresses some of the factors (e.g. may indicate it was delivered on time, but budget is excluded).</p> <p><b>0 points</b> (The project does not address any of the factors)</p>		
<b>Total points available</b>		<b>40</b>		
<b>Total points to be considered compliant (60%)</b>		<b>24</b>		

**2. Financial Criteria**

**2.1 Mandatory Financial Criteria**

Bidders must provide financial details as requested in this appendix. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

**2.1.1 Funding Limitation**

The maximum funding available for the Contract resulting from the bid solicitation is **\$60,000.00** CAD (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

This maximum **includes a) the Price to perform the Work, b) any Travel and Living and c) Miscellaneous Expenses that may be required.**

Any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.



## 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	Firm Price (Applicable Taxes Excluded)
1	50% of the total price for the work following delivery and acceptance by the Project Authority, of deliverables 1-3 as identified in the statement of work at Annex "A".	\$ _____
2	50% of the total price for the work following delivery and acceptance by the Project Authority, of deliverable 4, and all previous deliverables, as identified in the statement of work at Annex "A".	\$ _____
<b>Total Firm Price for Financial Proposal Evaluation:</b>		\$ _____