



**Return Bids to:**

**Retourner Les Soumissions à:**

Natural Resources Canada  
Procurement Services Unit  
Attention: Valerie Holmes  
Email: [Valerie.holmes@canada.ca](mailto:Valerie.holmes@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).*

**Comments – Commentaires**

*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 by telephone at **613-864-8017** 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*

**Issuing Office – Bureau de distribution**

Finance and Procurement Management Branch  
Procurement Services Unit  
Natural Resources Canada  
580 Booth Street, 5<sup>th</sup> Floor  
Ottawa, Ontario  
K1A 0E4

<b>Title – Sujet</b>	
<b>Northern Industrial Electric Load and Heat Database</b>	
<b>Solicitation No. – No de l’invitation</b>	<b>Date</b>
<b>NRCan-5000056320</b>	December 14, 2020
<b>Requisition Reference No. - N° de la demande</b>	
162387	
<b>Solicitation Closes – L’invitation prend fin</b>	
<b>at – à 02:00 PM (Eastern Standard Time (EST))</b>	
<b>on – le January 18, 2020</b>	
<b>Address Enquiries to: - Adresse toutes questions à:</b>	
<b>Valerie Holmes</b>	
<a href="mailto:Valerie.holmes@canada.ca">Valerie.holmes@canada.ca</a>	
<b>Telephone No. – No de telephone</b>	<b>Fax No. – No. de Fax</b>
613-864-8017	
<b>Destination – of Goods and Services:</b>	
<b>Destination – des biens et services:</b>	
Natural Resources Canada 1 Haanel Drive - Building 5A Ottawa, Ontario, K1A 1M1	
<b>Security – Sécurité</b>	
There are no security requirements associated with this requirement.	
<b>Vendor/Firm Name and Address</b>	
<b>Raison sociale et adresse du fournisseur/de l’entrepreneur</b>	
<b>Telephone No.:- No. de téléphone:</b>	
<b>Facsimile No.: - No. de télécopieur:</b>	
<b>Email – Courriel :</b>	
<b>Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie)</b>	
_____ 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.



## **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:

**Annex "A"** - the Statement of Work

**Annex "B"** - the Basis of Payment

The Appendixes include:

**Appendix 1 to Part 4** - the Evaluation Criteria

**Appendix 2 to Part 4** - Financial Proposal Form.

### **1.2 Summary**

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to provide information and data on the heat and power demands at large remote northern industrial sites and military bases to facilitate future analytical and feasibility work with regards to the techno-economic integration of various forms of renewable energy to supplement or transition away from reliance on diesel fuel.

#### **1.2.1 Security Requirement**

There is no security requirements associated with this requirement.



### **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

**Insert:** Natural Resources Canada.

**Delete:** PWGSC

**Insert:** NRCan

#### Section 2 – Procurement Business Number:

**Delete:** “Suppliers are required to”

**Insert:** “It is suggested that suppliers”

#### Subsection 5.4 of Section 5 – Submission of Bids:

**Delete:** 60 days

**Insert:** 120 days

#### Subsection 1 of (Facsimile) of Section 8:

**Delete:** entirely

#### Subsection 2 (epost Connect) of Section 8:

**Delete:** entirely

#### Under Subsection 2 of Section 20 – Further Information:

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: [Valerie.holmes@canada.ca](mailto:Valerie.holmes@canada.ca)
- Contact the Contracting Authority **Valerie Holmes** at **613-864-8017** 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:

**NRCan-5000056320 - Northern Industrial Electric Load and Heat Database**

**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 **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

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





## 2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **ten (10)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.8 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 reasons: as set out in the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts.

Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:

- 4.1 To generate knowledge and information for public dissemination.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Due to the outbreak of COVID-19, NRCan is foregoing the need to have people outside delivering packages to our Bid Receipt Unit. Therefore, given this pandemic, you must submit your bids as follows:

#### Your Company Name – Section I/II/III – Technical/Financial Proposal/Certifications

**Section I: Technical Bid:** One (1) PDF copy - labelled as per the above

**Section II: Financial Bid:** One (1) PDF copy – labelled as per the above

**Section III: Certifications:** One (1) PDF copy - labelled as per the above

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement \(https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573\)](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing and printing double sided/duplex.

#### 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 to Part 4. The total amount of Applicable Taxes must be shown separately.

### **Exchange Rate Fluctuation**

C3011T (2013-11-16), Exchange Rate Fluctuation

## **Section III: Certifications**

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



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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 requirements 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 to Part 4 – 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 **sixty (60)** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting 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. Natural Resources will conduct a financial evaluation against all technically responsive bids by comparing the relative “Total Bid Price” (see **Attachment 2 to Part 4**) for each Category and Level of Expertise.

Only those responsive proposals proposing a total contract value that falls above the “Median” minus 10% and below the “Median” plus 20% will be considered financially responsive and subject to further consideration in the bid evaluation process. The “Median” will be calculated based on the total contract value submitted by all responsive bidders. A “Median” is the middle financial proposal in a set of financial proposals whereby half the financial proposals are greater and half are lower. For example in the following set of numbers: 100, 150, 200,



400, 900, the median would be 200, while the median minus 10% would be 180, the median plus 20% would be 240.

Responsive proposals have submitted financial proposals  $\geq 10\%$  below the median price of the responsive proposals and  $\leq 20\%$  over the median price of the responsive proposals, all other bids will be declared non-responsive. Only those bids within that range will be given further consideration. Once the compliant bids have been determined, the Highest Combined Rating of 70% Technical Merit and 30% Price will be applied.

Example of 70% Technical Merit and 30% Price Determination				
	Bidder 1	Bidder 2	Bidder 3	Bidder 4
Technical Points Achieved by Bidder (out of 100 available points)	90/100	80/100	85/100	85/100
Price Quoted by Bidder	\$85,000	\$80,000	\$50,000	\$75,000

Note that the median price is \$77,500. The median price -10% would be \$69,750.00 and +20% would be \$93,000.00. The financial proposal of Bidder 3 would be considered non-compliant, since it is below the **median minus 10%**.

The final evaluation would then include an evaluation of the proposals of only the remaining responsive bidders, depicted in the following table:

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 4
Overall Score for All the Point Rated Technical Criteria (out of 100 available points)	90/100	80/100	75/100
Bid Evaluated Price	C\$85,000	C\$80,000	C\$75,000
Calculations	Technical Merit Score x 70	Pricing Score x 30	Combined Rating
Bidder 1	$90/100 \times 70 = 63.00$	$75/85 \times 30 = 26.47$	89.47
Bidder 2	$80/100 \times 70 = 56.00$	$75/80 \times 30 = 28.13$	84.13
Bidder 4	$75/100 \times 70 = 52.50$	$75/75 \times 30 = 30.00$	82.50

In this scenario, bidder #1 would be considered for contract award.



## APPENDIX 1 TO PART 4 – EVALUATION CRITERIA

### 1. Mandatory Technical Criteria

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
<b>M1</b>	<p>The Project Manager <b>MUST</b> provide three (3) unique and verifiable references from completed projects.</p> <ul style="list-style-type: none"> <li>• At least one (1) of those three references must be from a completed project that is similar in scope to NRCan's project. The remainder of those three references must be from completed projects that relate to acquisition of data, preparation of databases and delivery of results in database and GIS format.</li> <li>• The minimum documentation required for each reference includes: <ul style="list-style-type: none"> <li>○ Company name of client</li> <li>○ Name and phone number of client contact</li> <li>○ Brief (75-100 word) description of work undertaken including an overview of the methodology used</li> <li>○ Timing and duration of project</li> </ul> </li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M2</b>	The Bidder <b>MUST</b> provide a copy of the resume of all persons assigned to the project.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M3</b>	The proposed Project Manager <b>MUST</b> have a minimum of two (2) years of consulting experience, with activities in Northern and Remote industrial sector.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

### 2. Point Rated Technical Criteria

Point Rated Requirements:				
Item	Requirement	Points Breakdown	Max Points	Illustrated Compliance
<b>R1</b>	<p>The Bidder shall provide a project and tasks schedule that assigns resources and timelines to meet the requirements as per the Statement of Work.</p> <p>Points assigned against the following:</p> <p>a) The degree to which the schedule has included the steps indicated in the</p>	<p>a) Excellent <b>5</b>  Good <b>3</b>  Poor <b>0</b></p> <p>b) Excellent <b>3</b>  Good <b>2</b>  Poor <b>0</b></p> <p>c) Excellent <b>2</b></p>	<b>10</b>	



**Point Rated Requirements:**

Item	Requirement	Points Breakdown	Max Points	Illustrated Compliance
	<p>Statement of Work (<b>max 5 points</b>)</p> <p>b) The degree to which the Bidder has assigned personnel to complete each identified task in a timely and cost effective manner, including making efficient use of NRCan’s staff’s time (<b>max 3 points</b>)</p> <p>c) The degree to which the Bidder meets the required deliverables due date (<b>max 2 points</b>)</p>	<p>Good      <b>1</b></p> <p>Poor        <b>0</b></p>		
<b>R2</b>	<p>The Bidder shall provide a detailed approach to performing the work and development of the project database, as per the Statement of Work.</p> <p>Points assigned against the following:</p> <p>a) The Bidder should describe the approach for assembling data related to Northern industrial activities, and satisfies the tasks required in the SOW. (<b>max 20 points</b>)</p> <p>b) The Bidder should describe in detail the deliverables, including a sample of the data fields that will be provided and the GIS layer(s) (<b>max 20 points</b>)</p>	<p>a) Excellent    <b>20</b></p> <p>    Good        <b>15</b></p> <p>    Fair          <b>10</b></p> <p>    Poor         <b>0</b></p> <p>b) Excellent    <b>20</b></p> <p>    Good        <b>15</b></p> <p>    Fair          <b>10</b></p> <p>    Poor         <b>0</b></p>	<b>40</b>	
<b>R3</b>	<p>The proposed level of detail for data fields developed as part of this contract, related to:</p> <ul style="list-style-type: none"> <li>- number of industrial sites to be included</li> <li>- level of detail for each site</li> <li>- level of detail for each site’s energy needs</li> </ul> <p>(<b>max 20 points</b>)</p>	<p>Excellent    <b>20</b></p> <p>Good         <b>15</b></p> <p>Fair          <b>10</b></p> <p>Poor         <b>0</b></p>	<b>20</b>	
<b>R4</b>	<p>The Project Manager, Company and the proposed team shall demonstrate appropriate education, knowledge and experience for developing a database and GIS layers related to Northern industrial applications.</p>	<p>a) Excellent    <b>12</b></p> <p>    Good        <b>8</b></p> <p>    Fair         <b>5</b></p> <p>    Poor         <b>0</b></p> <p>b) Excellent    <b>12</b></p>	<b>40</b>	



<b>Point Rated Requirements:</b>					
<b>Item</b>	<b>Requirement</b>	<b>Points Breakdown</b>		<b>Max Points</b>	<b>Illustrated Compliance</b>
	Points assigned against the following:	Good	<b>8</b>		
		Fair	<b>5</b>		
		Poor	<b>0</b>		
	a) The Project Manager’s experience in conducting similar assignments. ( <b>max 12 points</b> )	c) Excellent	<b>16</b>		
		Good	<b>10</b>		
	b) The team members’ experience in conducting similar assignments. ( <b>max 12 points</b> )	Fair	<b>5</b>		
		Poor	<b>0</b>		
	c) The company’s experience in conducting similar assignments, demonstrated through previous project experience of a similar nature ( <b>max 16 points</b> )				
<b>Total Points Available</b>				<b>100</b>	
<b>Total Points needed to be Considered Compliant (60%)</b>				<b>60</b>	





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## APPENDIX 2 TO PART 4 – FINANCIAL PROPOSAL FORM

The Bidder shall provide the following financial details:

<b>Deliverable/Milestone</b>	<b>Delivery Date</b>	<b>Cost</b>
<b>Milestone 1</b> A report documenting methods used, data sources consulted, results of the tasks outlined above, and data gaps	March 1, 2021	\$
<b>Milestone 2</b> A database containing relevant findings to make it presentable	March 15, 2021	\$
<b>Milestone 3</b> Geographic Information System (GIS) files such that the findings can be presented and queried in a GIS program	Prior to March 31, 2021	\$
<b>Total Bid Price:</b>		<b>\$</b>



## 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website. (<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.

### **6.2 Insurance Requirements**

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



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## 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 OR Requirement

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid 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

**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 and form part of 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](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:

**Valerie Holmes**  
Procurement Specialist  
Natural Resources Canada  
580 Booth Street, 5<sup>th</sup> Floor  
Ottawa, Ontario  
K1A 0E4  
Tel: 613 864 8017



Email: [Valerie.holmes@canada.ca](mailto:Valerie.holmes@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 (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.

#### **7.7.3 Contractor's Representative (to be provided at contract award)**

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 \$ \_\_\_\_\_ <inserted at time of contract award>. 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

At this time, NRCan will only accept invoices submitted to:

E-mail:

[nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca](mailto:nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca)

**Note:** Attach “PDF” file. No other formats will be accepted

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: \_\_\_\_\_ <inserted at time of Contract Award>

**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 Ontario.

## 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 4007 (2010-06-18) - Canada to Own Intellectual Property Rights in Foreground Information;
- c) the general conditions **2035 – Higher Complexity – Services**;
- d) **Annex “A”**, Statement of Work;
- e) **Annex “B”**, Basis of Payment;
- f) the Contractor's bid dated \_\_\_\_\_.

## 7.14 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause A2000C \_\_\_\_\_ (*insert date*) Foreign Nationals (Canadian Contractor)

**OR**

SACC Manual clause A2001C \_\_\_\_\_ (*insert date*) Foreign Nationals (Foreign 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).



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## ANNEX “A” - STATEMENT OF WORK

### SW1 Title

#### Northern Industrial Electric Load and Heat Database

### SW2 Background

Energy use for mining processes at remote sites (i.e. not connected to a regional electricity grid) in Canada’s north results in high GHG emissions due to the significant reliance on diesel fuel for heat and power. Energy production for mining operations is becoming increasingly expensive and represents a potential operational and financing risk from a carbon emissions perspective. Furthermore, there are other remote interests in the north that are equally reliant on diesel fuel for heat and power including, military bases, oil and gas operations, ports and pulp & paper operations.

With regards to mining, Canadian companies have demonstrated interest in the integration of renewable energy into their operations from both a corporate social responsibility perspective and, more importantly, from a financial risk perspective. Two existing mines in Canada have already adopted wind energy into their operations (Rio Tinto Diavik Mine in NWT and Glencore Group Raglan Mine in Quebec), and others, such as Agnico Eagle have submitted proposals to NRCan for funding wind projects at their existing and future mining assets.

In order to further the Federal and Territorial governments aim to reduce remote northern communities’ and industrial sites’ reliance on diesel fuel and to support development and security in Canada’s north, CanmetENERGY is undertaking research into the feasibility of using various forms of renewable energy to transition away from diesel energy. In order to support research directed towards using renewables at large remote industrial sites (as described above) and military bases, we require a comprehensive understanding of the power and heat demands at these sites, as well as other site-specific details (e.g., location, current and future operational needs).

### SW3 Objectives

The objective of this contract is to provide information and data on the heat and power demands at large remote northern industrial sites and military bases to facilitate future analytical and feasibility work with regards to the techno-economic integration of various forms of renewable energy to supplement or transition away from reliance on diesel fuel.

### SW4 Project Requirements

#### *SW4.1 Tasks, Deliverables, Milestones and Schedule*

The contract comprises of the following:

#### **TASKS:**

Identify large active industrial sites and military bases in northern Canada (above the 55<sup>th</sup> parallel) that are not connected to a regional electricity grid. Only consider sites that have baseload demand of 1 MW or higher, or will foreseeably have baseload demand of 1 MW or higher. . For each site determine:



*Activity data*

- Site location
- Current activities (e.g. type of mine)
- Planned or foreseeable activity beyond normal existing activities (e.g. large mine expansion)
- Anticipated closure date

*Energy demand*

- Existing energy demand:
  - Energy Needs:
    - Electrical: Hourly electrical load data (modeled or measured)
    - Heat: Hourly heat data (modeled or measured)
    - If no data is available, provide as granular as detail as possible for electric and heat data (e.g. daily, monthly, seasonally, annually)
  - Capacity Needs:
    - Peak load
    - Base load
    - Thermal load

*Energy supply*

- How heat and power needs are currently met.
  - Diesel
    - Number and size of generators
    - Remaining useful life
    - How diesel is transported to site, including onsite storage capacity.
    - Fuel and generator costs: the cost per liter to transport fuel to the site (indicating subsidies if any) and the annual cost of operating diesel generators.
  - Other (e.g. wind, biomass, etc.)
    - Details about other sources of heat and power, their remaining useful life, and cost to generate this energy.
- Planned or foreseeable heat and power developments, and associated costs.

**DELIVERABLES:**

The following deliverables shall be required:

1. A report documenting methods used, data sources consulted, results of the tasks outlined above, and data gaps. The information in the report should be captured in table format where appropriate. The report should not be overly detailed and should be as concise as possible.
2. A database containing relevant findings, summarized as needed to make it presentable.



3. Geographic Information System (GIS) files such that the findings can be presented and queried in a GIS program. Other GIS layers in the study area to be provided are:<sup>1</sup>
  - a. Regional roads: those that connect communities and/or sites together. Does not include roads within a community/site. Include planned and/or foreseeable roads.
  - b. Electrical transmission lines: Existing and planned and/or foreseeable, and capacity.
  - c. Ports: those used as points for transporting diesel.

**MILESTONES:**

<b>Deliverable/Milestone</b>	<b>Delivery Date</b>
<b>Milestone 1</b> A report documenting methods used, data sources consulted, results of the tasks outlined above, and data gaps	March 1, 2021
<b>Milestone 2</b> A database containing relevant findings to make it presentable	March 15, 2021
<b>Milestone 3</b> Geographic Information System (GIS) files such that the findings can be presented and queried in a GIS program	Prior to March 31, 2021

**SCHEDULE:**

The contractor shall provide regular update meetings, with a minimum of four meetings with the Project Authority. One kick off meeting, two mid-contract update meetings, and one meeting for presentation of findings.

***SW4.2 Reporting Requirements***

To ensure that contract is completed in an acceptable manner (on time, on budget, and of acceptable quality), the Contractor and Project Authority will have regular biweekly contact.

***SW4.3 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.

**SW5 Other Terms and Conditions of the SOW**

***SW5.1 NRCan’s Obligations***

The Project Authority will be available to the Contractor to discuss the project.

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<sup>1</sup> These layers may be publicly available on platforms such as the Federal Geospatial Platform. If this is the case, the contractor does not need to provide them, but can let CanmetENERGY-Ottawa know where they can be accessed.



### ***SW5.2 Location of Work, Work Site and Delivery Point***

The work will be completed at the Contractor's place of business.

### ***SW5.3 Special Requirements***

The data generated under this contract is not to be shared with another party other than NRCan unless permission is granted. The data is not to be used by the Contractor unless permission is granted by NRCan. NRCan will retain sole ownership of the data and any IP and patents that result from it.

### **SW6 Required Resources or Types of Roles to be Performed**

The contractor is expected to have expertise and knowledge about energy use in the north and the ability to create GIS files.





## **ANNEX “B” - BASIS OF PAYMENT**

*<inserted at time of Contract Award>*