



Return Bids to :

Retourner Les Soumissions à :
Natural Resources Canada

raymond.thai@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

Issuing Office – Bureau de distribution

Finance and Procurement Management
Branch
Natural Resources Canada
580 Booth Street, 5th Floor
Ottawa, Ontario
K1A 0E4

Title – Sujet	
Data gathering and maintaining the alternative fuel station database for the Fuel Diversification Division at Natural Resources Canada (NRCan)	
Solicitation No. – No de l'invitation	Date
NRCan-5000057055	January 21, 2021
Requisition Reference No. - N° de la demande	
5000057055	
Solicitation Closes – L'invitation prend fin	
at – à 02:00 PM (Eastern Daylight Savings Time (EST))	
on – le March 01, 2021	
Address Enquiries to: - Adresse toutes questions à:	
raymond.thai@canada.ca	
Telephone No. – No de telephone	
(343) 543-7427	
Destination – of Goods and Services:	
Destination – des biens et services:	
580 Booth Street Ottawa, ON K1A 0E4	
Security – Sécurité	
There is 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:	
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



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 INTRODUCTION4

1.2 SUMMARY.....4

1.3 DEBRIEFINGS.....5

PART 2 - BIDDER INSTRUCTIONS 6

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS6

2.2 SUBMISSION OF BIDS.....6

2.3 ENQUIRIES - BID SOLICITATION7

2.4 APPLICABLE LAWS.....7

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD7

2.6 BASIS FOR CANADA’S OWNERSHIP OF INTELLECTUAL PROPERTY8

PART 3 - BID PREPARATION INSTRUCTIONS 9

3.1 BID PREPARATION INSTRUCTIONS9

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... 11

4.1 EVALUATION PROCEDURES11

4.2 BASIS OF SELECTION11

ATTACHMENT #1 TO PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION 13

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 14

PART 6 - SECURITY AND OTHER REQUIREMENTS 20

6.1 SECURITY REQUIREMENTS20

PART 7 - RESULTING CONTRACT CLAUSES 21

7.1 STATEMENT OF WORK21

7.2 STANDARD CLAUSES AND CONDITIONS.....21

7.3 DISPUTE RESOLUTION.....21

7.4 SECURITY REQUIREMENTS22

7.5 TERM OF CONTRACT.....22

7.6 AUTHORITIES23

7.7 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....24

7.8 PAYMENT24

7.9 INVOICING INSTRUCTIONS.....24

7.10 CERTIFICATIONS.....25

7.11 APPLICABLE LAWS.....25

7.12 PRIORITY OF DOCUMENTS25

7.13 FOREIGN NATIONALS (CANADIAN OR FOREIGN CONTRACTOR).....25

7.14 INSURANCE.....25

7.15 CONTRACT ADMINISTRATION26

ANNEX “A” - STATEMENT OF WORK 27

ANNEX “B” - BASIS OF PAYMENT 34

APPENDIX “#1” - EVALUATION CRITERIA 35

APPENDIX “#2” – FINANCIAL PROPOSAL FORM 42



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 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, and the Basis of Payment.

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

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders in order to gather Canadian alternative fuels infrastructure information, and continue to maintain and update the Canadian location information by accessing the Department of Energy's National Renewable Energy Laboratory (NREL), NREL's Administration portal for its Alternative Fuels Station Locator.

This Request for Proposal (RFP) is intended to result in the award of one (1) contract for one (1) year plus four (4) irrevocable one (1) year option periods allowing Canada to extend the term of the contract.

1.2.1 Trade Agreements

The requirement is subject to the provisions of the:

- Canadian Free Trade Agreement (CFTA)
- Canada-Chile Free Trade Agreement (CCFTA)
- Canada-Columbia Free Trade Agreement (CCoFTA)



- Canada-Honduras Free Trade Agreement (CHFTA)
- Canada-Korea Free Trade Agreement (CKFTA)
- Canada-Panama Free Trade Agreement (CPaFTA)
- Canada-Peru Free Trade Agreement (CPFTA)
- Canada-Ukraine Free Trade Agreement (CUFTA)
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and
- World Trade Organization-Agreement on Government Procurement (WTO-GPA).

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 fifteen (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 1 and 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**
- **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: raymond.thai@canada.ca
- Contact the **Contracting Authority (Raymond Thai)** at 343-543-7427 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 – 5000057055 – Data gathering and maintaining the alternative fuel station database for the Fuel Diversification Division at Natural Resources Canada (NRCan)

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 **seven (7)** 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 **seven (7)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



2.6 Basis for Canada's Ownership of Intellectual Property

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

- To generate knowledge and information for public dissemination.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 PDF File)

Section II: Financial Bid (1 PDF File) in a separate file and document

Section III: Certifications (1 PDF File) in a separate file and document

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. The total amount of Applicable Taxes must be shown separately.

Exchange Rate Fluctuation

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



Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical 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.

4.2 Basis of Selection

4.2.1 Median Price Band

- If at least **three (3) technically** responsive proposals have submitted financial proposals $\geq 10\%$ below the median price of the responsive proposals and $\leq 30\%$ 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.
- If there are only **two (2)** technically responsive proposals, the Highest Combined Rating of 70% Technical and 30% price will be applied immediately.
- Finally, if at least **one (1)** technically responsive proposal has been submitted and the price is ascertained as fair and reasonable (at the sole discretion of the contracting authority), the contracting authority will recommend contract award to that vendor.

4.2.2 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 technical criteria
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. The rating is performed on a scale of a total of **88** available points.



4. The responsive (compliant) bids will be evaluated based on the tables and instructions in **Attachment #1 to Part 4**. 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.
5. 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%.
6. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
7. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
8. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



ATTACHMENT #1 TO PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

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

Example				
	Bidder 1	Bidder 2	Bidder 3	Bidder 4
Technical Total Points	88	82	85	85
Total Bid Price	\$91,000	\$80,000	\$75,000	\$65,000

Step 1: Note that the median price is \$77,500 (average of middle prices). The median price minus 10% would be \$69,750. The median price plus 30% would be \$100,750. The financial proposal of Bidder 4 would be considered non-compliant, since it is $\geq 10\%$ below the **median price**. (The acceptable range, in “Step 1” above, would be from \$69,750 to \$100,750).

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	88/100	82/100	85/100
Total Bid Price	C\$91,000	C\$80,000	C\$75,000
Calculations	Technical Merit Score x 70	Pricing Score x 30	Combined Rating
Bidder 1	$88/100 \times 70 = 61.60$	$75/91 \times 30 = 24.73$	86.33
Bidder 2	$82/100 \times 70 = 57.40$	$75/80 \times 30 = 28.13$	85.53
Bidder 3	$85/100 \times 70 = 59.50$	$75/75 \times 30 = 30.00$	89.50

In this scenario, **Bidder 3** is the compliant bidder with the highest overall score, and therefore will be recommended for contract award.

In the event that two or more responsive bids have the same highest combined rating of technical merit and price (a tie), the responsive bid that obtained the highest overall score for all of the point rated technical criteria detailed in Appendix #1, will be recommended for contract award.



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/canada-esdc-labour) 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.

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 of Authorized Representative

Date



PART 6 - SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this RFP or any resulting contract.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.4 Security Requirements

7.4.1 There is no security requirement applicable to this Contract.

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract Award to **March 31, 2022**.

7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **four (4) additional one (1) year period(s)** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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



7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Raymond Thai**
Title: Procurement Specialist
Organization: Natural Resources Canada
Address: 580 Booth Street, Ottawa, ON K1A 0E4
Cellphone: 343-543-7427
E-mail address: raymond.thai@canada.ca

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

7.6.2 Project Authority *(to be provided at contract award)*

The Project Authority for the Contract is:

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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

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



7.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.8 Payment

7.8.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex “B” for a cost of \$ _____ (*to be provided at 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.

7.8.2 Method of Payment

Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.9 Invoicing Instructions

Invoices shall be submitted using **the following method**:

E-mail:

rncan.invoiceimaging-servicedimageriedesfactures.rncan@canada.ca

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

Invoices and all documents relating to a contract must be submitted on the Contractor’s own form and shall bear the following reference numbers: Contract number: _____ (*provided at contract award*)

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



7.10 Certifications

7.10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.11 Applicable Laws

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

7.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information);
- (c) the general conditions 2010B (2020-05-28), Professional Services - Medium Complexity;
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (f) the Contractor's bid dated _____, *(to be inserted at contract award)*

7.13 Foreign Nationals (Canadian or Foreign Contractor)

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

OR

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.14 Insurance

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



7.15 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX "A" - STATEMENT OF WORK

SW1 TITLE

Data gathering and maintaining the alternative fuel station database for the Fuel Diversification Division at Natural Resources Canada (NRCan).

SW2 BACKGROUND

Within NRCan, the Clean Fuels Branch (CFB) promotes energy conservation and use of low carbon fuels is committed to undertaking initiatives designed to reduce fuel use and greenhouse gas (GHG) emissions in Canada in support of Canada's goal of net zero emissions by 2050 and NRCan's Strategic Objective 2: Environmental Responsibility and Activity 2: Clean Energy.

The CFB's Fuel Diversification Division (FDD) is tasked to inform Canadians and fleet operators regarding the availability of low carbon fuels in Canada. This information enables decision makers to make fuel-efficient buying choices.

FDD, in coordination with the United States Department of Energy's National Renewable Energy Laboratory (NREL), aims to continue adding and updating Canadian Electric Charging and Alternative refuelling infrastructure locations to NREL's web based Alternative Fuels Station Locator. For more than a decade NREL has provided this technical resource, which has taken the form of vehicle and fleet evaluations, data development and analysis, development of on-line tools and resources, and overall integration and management of this base of knowledge in Department of Energy's (DOE's) Alternative Fuels Data Center (AFDC) managed by NREL. (<http://www.afdc.energy.gov/locator/stations/>)

SW3 OBJECTIVE

Through this requirement, NRCan is seeking the services of a supplier to gather Canadian alternative fuels infrastructure information, and continue to maintain and update the Canadian location information by accessing NREL's Administration portal for its Alternative Fuels Station Locator. This will offer Canadians free and public access to a map that will help them locate charging and refuelling infrastructure to facilitate trip planning and further adoption of zero emission vehicles.

SW4 PROJECT REQUIREMENTS

4.1 Tasks, Deliverables, Milestones and Schedule

Task #1: Data Gathering/Populating Database

Accurate fuelling station information is critical to the credibility and usefulness of NREL's Alternative Fueling Station Locator website. The contractor shall assist FDD and NREL by ensuring the AFDC has quality Canadian data for both public and private access alternative fuelling stations. NREL's AFDC Fueling Stations database (database) contains U.S. fuelling station information for ethanol (E85 and mid-level blends), compressed natural gas (CNG), hydrogen, liquefied natural gas (LNG), liquid petroleum gas



(LPG) [propane], biodiesel blends of B20 and above, and electric vehicle supply equipment (EVSE). Fuelling stations or EVSE at private residences shall not be captured in the data.

For this work effort, the contractor shall continue to compile Canadian fuelling station records and add records for stations into the database according to NREL's data gathering methodology. Station data shall be confirmed and gathered for all Canadian provinces and territories and be available in both English and French. In the performance of this work, the contractor shall make every effort to ensure that entries are spelled and formatted consistently and meet defined field parameters. The contractor shall work with NREL and FDD to ensure its datasets are in sync with NREL's.

The contractor shall review the current data gathering methodology noted in the "About the Alternative Fuelling Station Data" website: (https://www.nrcan.gc.ca/energy-efficiency/energy-efficiency-transportation-and-alternative-fuels/electric-charging-alternative-fuelling-stationslocator-map/20487#/find/nearest?country=CA&show_about=true), the Data Included in the Alternative Fueling Stations Download website: (http://www.afdc.energy.gov/data_download/alt_fuel_stations_format), and NREL Developer Network Application Program Interface (API) for Alternative Fuel Stations website (<https://developer.nrel.gov/docs/transportation/alt-fuel-stations-v1/>) on a quarterly basis and following any changes to the tool methodology or user interface. Following each review, the contractor shall work with NREL and FDD to finalize and implement the changes and provide feedback that can improve the data gathering process.

The contractor will also ensure that any geospatial data that is collected conforms to Canada's Geospatial Platform guidelines. (<http://www.nrcan.gc.ca/earth-sciences/geomatics/canadas-spatial-data-infrastructure/standards-policies/8912>)

To ensure data quality, the Contractor shall use the NREL-established programming available through the web-based data administration application to run an automated geocoding check on each station when adding locations.

Task #2: Data Maintenance and Fueling Station Identification

The contractor shall review the current methodology used to verify and update the existing fueling station data, as well as all associated activities outlined in Task #1.

The Contractor shall develop a schedule according to province and territory and fuel type for the annual review and update of all records in the database, as outlined in Task #1. The Contractor shall deliver the schedule with the 1st monthly deliverable and an updated version, including completion status, with each deliverable thereafter.

The Contractor shall continue to coordinate with NREL and FDD to ensure the data fields are current and the information is accurately presented in NREL's application which is displayed on NRCan's website (<https://www.nrcan.gc.ca/energy-efficiency/energy-efficiency-transportation-and-alternative-fuels/electric-charging-alternative-fuelling-stationslocator-map/20487#/find/nearest?country=CA>). In addition, the Contractor shall continue populating the following, either in new or existing data fields: ethanol (blend levels less than 85%), EVSE (pricing to charge a vehicle, API feedback, on-site renewable source), CNG (number of dispensers, total compression capacity, on-site renewable source), LNG (on-



site renewable source), propane (new fields to differentiate primary stations, as agreed upon by industry), and hydrogen (new fields as agreed upon by industry).

NREL will update and maintain its Administration portal for its Alternative Fuel Station Locator to clear the workflow information for all fuelling stations (Fuel Status of “Available,” “Planned,” and “Temporarily Unavailable”). The Contractor shall continue to confirm the accuracy of every active record. The Contractor shall verify existing data by determining whether each station is still operational and whether the information associated with the station is accurate. Exceptions may apply for EVSE updated through real-time API data access with network providers (AeroVironment, Blink, ChargePoint, EVgo/GreenCo, SemaConnect, Sun Country Highway and any others). If a station has closed or is no longer providing the alternative fuel(s), the Contractor shall attempt to obtain information about why this is the case and shall add that information to the “Fuel Notes” field for that station. NREL’s Administration portal for its Alternative Fuel Station Locator will also allow the Contractor to view station data for out-of-service station locations (Fuel Status of “Unavailable,” and “Plan Cancelled”), including stations that only dispense low-level biodiesel blends (Tracking Status of “Low-Level BD Blends”), EVSE at multi-unit dwellings (Tracking Status of “Multi-Unit Dwelling”), and for stations only serving off-road vehicles (Tracking Status of “Off-Road Vehicles Only”).

To ensure data quality, the Contractor shall use the NREL-established programming available through the web-based data administration application to run an automated geocoding check on each station when making any changes to the station information. The Contractor shall use the reverse geocoding information to identify inaccurate addresses that may result in incorrect coordinates and update the addresses as necessary. Public and private stations that do not geocode to address level shall be re-evaluated to determine how the station address can be geocoded more specifically. If more specific location information is not available, the Contractor shall provide the list of stations to FDD, on a monthly basis.

The Contractor shall follow procedures to protect latitude and longitude data so that it is not overwritten for stations that were specifically located using Google Earth.

The Contractor shall add new stations to the database as they are identified. In addition to the industry collaboration efforts to identify new stations outlined in Task #3, the Contractor shall make a reasonable effort to have its email address added to newsletter mailing lists and press release lists to facilitate obtaining new and updated station information from credible sources. If NRCan receives information that can help the contractor in this area, NRCan does share, but is not responsible for sourcing these new data collection opportunities. The Contractor shall verify the accuracy of station information obtained through these efforts before adding information to the database. The Contractor shall conduct Internet searches to obtain station phone numbers when the phone numbers are not submitted or available. All new stations, except EVSE stations provided via API, shall have the “Effective Status Date” field populated based either on information from the station contact or on the Contractor’s reasonable estimation.

The Contractor shall work with NREL to integrate Application Programming Interface (API) EVSE real-time data updates from additional network providers. Any nondisclosure and/or data agreements are solely NRELs and the contractors responsibility. Following integration of each dataset, the Contractor



shall not be required to contact each networked station directly or perform regular crosschecks of the network provider data. However, in conjunction with FDD and NREL, the Contractor will provide feedback to each network provider on a quarterly basis. Suggested edits will be based upon a review of the data from each network, as well as on input from Station Locator users. The Contractor shall use a standard response to users indicating feedback has been sent along to a network provider, along with the specific network provider's phone number or email.

Task #3: Collaboration and Consultation

Identifying and potentially collaborating with organizations that maintain fuelling site information outside NREL's Alternative Fuels Station Locator (AFSL) is important in order to be broadly knowledgeable about each fuel and to maintain AFSL data quality. When the Contractor identifies credible datasets, they shall coordinate with FDD to identify new stations and determine if these stations should be added to the database.

The Contractor shall assist FDD in maintaining an email list for each alternative fuel industry, including members and others that are interested in knowing when the Station Locator data has been updated or there has been a change in user interface functionality. Additionally, the Contractor shall create two targeted outreach pieces for each industry, one being a year in review distributed before the end of the period of performance, with the intention of increasing awareness of the database, collaboration efforts, and fuel-specific activities.

The Contractor shall participate in collaborations with representatives of the electric vehicle/EVSE, CNG, E85, LNG, and hydrogen industries to identify and update existing refuelling information. Specific industry contacts may include vehicle manufacturers, state agencies, electric utilities, fuel suppliers etc. The Contractor shall focus on developing and maintaining relationships for the purpose of ongoing coordination. The Contractor shall also coordinate with FDD related to EVSE deployment occurring as a result of federal initiatives to expand EVSE charging infrastructure, and provide a quarterly list of workplace charging locations. As appropriate the Contractor shall facilitate discussions with EVSE network providers, FDD and NREL regarding real-time data sharing.

The Contractor shall add EVSE locations to the database as quickly as possible. New EVSE station location data (received largely from EVSE manufacturers and network service providers, as well as web forms) shall be verified as rapidly as possible within reason. The Contractor shall devote up to 10 hours per month to monitoring sources for new stations and station updates, in accordance with the monthly update schedule. In addition, the Contractor shall review up to any of the four other data sets provided by EVSE manufacturers, network service providers, navigation/mapping companies, and other industry representatives on a monthly basis to identify new and updated EVSE locations. Examples include, but are not limited to, Tesla Motors, Opconnect, Electrify Canada, IVY.

The Contractor shall develop a list of organizations with Canadian interests including online mapping tools, vehicle original equipment manufacturers, and navigation/point of interest data provider companies, which may benefit from the data in the database. In conjunction with FDD, the Contractor shall contact these organizations to educate them on the benefits of the Station Locator and the associated API, Data Download functionality, and mobile applications.



The Contractor shall also respond to up to three requests per month for additional/in-depth station data analyses. These requests may originate from industry stakeholders, universities, FDD, NREL, and or DOE staff and may involve outreach to stations or historical data analysis not already completed as part of the normal database maintenance or annual summary.

Task #4: Reporting

The Contractor shall add, review and confirm or update stations of all fuel types (biodiesel, CNG, E85, EVSE, hydrogen, LNG, and propane) through the web-based data administration application according to a monthly schedule developed in coordination with FDD. All station updates required within the month should be reviewed and verified.

The Contractor shall participate in a task kick-off conference call and regular discussions with FDD and NREL as needed to discuss task progress, barriers, and potential revised approaches.

The Contractor shall submit monthly reports detailing the number of stations updated and added for each fuel, notable sources contacted for additions, industry collaboration efforts outlined in Task #3, the results of any data comparisons that are in progress or have been completed, recent industry updates that affect alternative fuelling station infrastructure development in Canada, and difficulties encountered.

The Contractor shall submit an annual report summarizing the number of stations added and updated, activities performed, industry collaboration efforts undertaken and difficulties encountered during the entire period of performance for the task order, as well as suggestions for improvements to the update process.

Delivery schedule

Tasks	Deliverables	Frequency
Kick-off meeting	Meeting Agenda and meeting minutes	Within 2 weeks of contract award
#1 Data gathering /populating AFSL database	Data upload Activity Report	Ongoing
#2 Data Maintenance and Fuelling Station Identification	Data uploads Annual review schedule + updates	Ongoing, Monthly Annually
#3 Collaboration and Consultation	Report on collaboration activity	Monthly
#4 Reporting	Reports due 15 calendar days after month end	Ongoing, annually



Milestone Schedule

Milestones	Deliverables	Time Schedule
#1	1 st to 3 rd Monthly Reports, Monthly Data Uploads, collaboration, consultation and report per activities completed under Task #1, #2, #3 & #4	By June 30, 2021
#2	4 th to 6 th Monthly Reports, Monthly Data Uploads, annual report, collaboration, consultation, and reporting per activities completed under Task #1, #2, #3 & #4	By September 30, 2021
#3	7 th to 9 th Monthly Reports, Monthly Data Uploads, collaboration, consultation and report per activities completed under Task #1, #2, #3 & #4	By December 31, 2021
#4	10 th to 12 th Monthly Reports, Monthly Data Uploads, annual report, collaboration, consultation and reporting per activities completed under Task #1, #2, #3 and #4	By March 31, 2022

SW5 OTHER TERMS AND CONDITIONS OF THE SOW

5.1 Contractors Obligations

- **Communications Requirements**

In addition to the timely submission of all deliverables and fulfillment of obligations specified within the Contract, it is the responsibility of the Contractor to facilitate and maintain regular communication with the NRCan Departmental Representative. Communication is defined as all reasonable efforts to inform NRCan (project authority) of plans, decisions, proposed approaches, implementations, and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include phone calls, electronic mail, faxes, mailings, and meetings.

- **Review of Deliverables**

Document-based deliverables shall be provided by the contractor electronically (in Microsoft Word, Excel and Adobe/FoxIT PDF format) to the NRCan Departmental Representative and shall meet the language requirements stipulated in SW5.4.

- **Contractor Responsibilities**

The Contractor may be asked to share additional information related to each deliverable, as outlined in SW4, when requested by NRCan.

5.2 NRCans Obligations

The Departmental Representative or his/her designate will provide the following to the Contractor, as required for the completion of the work:

- Provide supporting documentation and guidance in order to facilitate the work of the Contractor;



- Ensure that appropriate subject matter experts from within NRCan are available to the Contractor to discuss and provide content material;
- Provide comments and revisions on the Contractor's draft deliverable submissions within the timeframe mutually agreed to by the Contractor and the Departmental Representative; and
- Provide other assistance, as required.

5.3 Location of Work and Delivery Point

The work will be conducted at the Contractors place of business. Report to be delivered to the project authority by email.

5.4 Language of Work

NRCan is under the obligation to respect the spirit and the letter of the *Official Languages Act*. The Contractor shall have the ability to perform all or part of the work in either Official Language (English or French). However, all deliverables produced under this Contract shall be in English. Deliverables will be translated into French by the contractor and will then be reviewed by NRCan to ensure accuracy. Documents submitted by NRCan to the Contractor will be in both official languages as required.

SW6 GLOSSARY

The following list of definitions and/or acronyms are relevant to and form a part of this Statement of Work (SOW). The list of definitions below is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this SOW. It is therefore imperative that questions of interpretations be directed to the NRCan Departmental Representative.

Term/Acronym	Definition
AFDC	Alternative Fuels Data Centre
AFSL	Alternative Fuels Station Locator
CNG	Compressed Natural Gas
DOE	Department of Energy
LNG	Liquefied Natural Gas
LPG	Liquid Petroleum Gas
EVSE	Electric Vehicle Supply Equipment
NCR	National Capital Region
NG	Natural Gas
NRCan	Natural Resources Canada
NREL	National Renewable Energy Laboratory
CFB	Clean Fuels Branch
FDD	Fuel Diversification Division, a division within the CFB



ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)



APPENDIX “#1” - EVALUATION CRITERIA

MANDATORY TECHNICAL CRITERIA

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

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

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

Bidders are requested to **cross reference the mandatory technical criteria in a concise format** by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

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.



Criterion	Mandatory Criteria	Proposal Page #
<p>M1</p>	<p>The Bidder must demonstrate* experience in performing data collection to a minimum of three (3) of the following types of fuels:</p> <ol style="list-style-type: none"> 1. Propane 2. Electric 3. Biodiesel 4. Compressed Natural Gas (CNG) 5. Ethanol 6. Hydrogen 7. Liquid Natural Gas (LNG) 8. Renewable Natural Gas (RNG) <p><i>*By providing one (1) project summary** completed within the last ten (10) years from the date of bid solicitation closing identified on page #1 of the RFP.</i></p> <p><i>**Project summary includes details (as applicable) on data collection such as PSI measurements, blends, pressure, and/or fill rate</i></p> <p>Note: Project summary submitted for M1 can be used for evaluation against point-rated criterion (R1).</p>	
<p>M2</p>	<p>The Bidder must demonstrate experience in database* management, uploading and formatting data by providing one (1) project summary (contains the name of the client organization, a brief description of the projects scope, description of the Bidders role for the project, and the duration of the project).</p> <p><i>*Comprised of a minimum of five-thousand (5,000) unique records and a minimum of twenty-five (25) fields per record</i></p> <p>Note: Project summary submitted for M2 can be used for evaluation against point-rated criterion (R2).</p>	
<p>M3</p>	<p>The Bidders technical proposal must include the following:</p> <ul style="list-style-type: none"> • A detailed work plan and schedule; • A description of each of the Bidders proposed resources' roles; and • Curriculum Vitae (CVs) for all proposed resources 	



Criterion	Mandatory Criteria	Proposal Page #
M4	<p>Bidders must propose a designated project leader that possesses a minimum of five (5)** years of experience* leading data collection and database management duties within the public and/or private sector.</p> <p><i>*Demonstrated by providing a project summary containing the name of the client organization, a brief description of the projects scope, a summary of the data collection and database management approaches employed, duration and dollar value of the project</i></p> <p><i>**From the date of bid solicitation closing on Page 1 of the RFP</i></p>	



POINT RATED CRITERIA

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

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

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

Bidders are requested to **cross reference the point-rated technical criteria in a concise format** by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

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.

Proposals will be evaluated based on the following criteria:



Item	Point Rated Technical Criteria	Points Breakdown	Maximum Points
R1	<p>Bidders should provide four (4) project summaries* to demonstrate experience in performing data collection with the various types of fuels.</p> <p>Each project summary addresses four (4) or more of the following fuel types:</p> <ol style="list-style-type: none"> 1. Propane 2. Electric 3. Biodiesel 4. Compressed Natural Gas (CNG) 5. Ethanol 6. Hydrogen 7. Liquid Natural Gas (LNG) 8. Renewable Natural Gas (RNG) <p><i>*One of the project summaries submitted under R1 can be used for mandatory criterion (M1)</i></p>	<p>Only four (4)** project summaries will be evaluated.</p> <p><i>**NRCan will not evaluate more than four (4) project summaries submitted against R1. In the event more than four (4) project summaries are submitted, NRCan will evaluate based on the order presented in the proposal.</i></p> <p>A maximum of <u>forty (40)</u> points will be awarded. Maximum of ten (10) points per project summary, as follows:</p> <p>10 points – Project summary addresses all seven (7) fuel types</p> <p>8 points – Project summary addresses six (6) fuel types</p> <p>6 points – Project summary addresses five (5) fuels types</p> <p>4 points – Project summary addresses four (4) fuel types</p>	40
R2	<p>Bidders should provide two (2) project summaries (containing the name of the client organization, a brief description of the projects scope, a summary of the data collection and database management approaches employed, duration of the project, and dollar value of the project)** to demonstrate their experience on database* management, uploading and formatting data.</p>	<p>Only two (2) project summaries will be evaluated. NRCan will not evaluated more than two (2) project summaries against R2. . <i>In the event more than two (2) project summaries are submitted, NRCan will evaluate based on the order presented in the proposal.</i></p> <p>A maximum of <u>twenty (20)</u> points will be awarded. Maximum of 10 points per project summary, as follows:</p> <p>10 points – Project summary is \geq twenty-thousand (20,000) unique records and \geq one-hundred (100) fields per record.</p>	20



	<p><i>*Each project summary is comprised of a minimum of ten-thousand (10,000) unique records and a minimum of fifty (50) fields per record</i></p> <p><i>**One of the project summaries submitted under R2 can be used for mandatory criterion (M2).</i></p>	<p>5 points – Project summary is ≥ ten-thousand (10,000) unique records and ≥ fifty (50) fields per record.</p>	
<p>R3</p>	<p>Bidders should demonstrate experience in the below areas of expertise by a providing three (3) project summaries completed by the Bidders organization, with each project summary demonstrating two (2) or more areas of expertise*.</p> <p>Project summaries should include:</p> <ul style="list-style-type: none"> A) brief description of each project including the expertise to demonstrate*, B) the responsibilities of the organization, C) the project duration, D) the dollar value, E) the name of the client organization <p>*Areas of Expertise to demonstrate:</p> <ul style="list-style-type: none"> i) Managing client support or call centre staff ii) Projects that required formatting and uploading data through a 3rd party interface iii) Working with stakeholders in the low carbon fuels industry <p>**Project summaries for R3 can also be used for evaluation of mandatory technical criterion (M1) and point-rated criterion (R1), if applicable</p>	<p>Only three (3)** project summaries will be evaluated. NRCan will not evaluate more than three (3) project summaries submitted against R3.</p> <p><i>**NRCan will not evaluate more than three (3) project summaries submitted against R3. In the event more than three (3) project summaries are submitted, NRCan will evaluate based on the order presented in the proposal.</i></p> <p>A maximum of eighteen (18) total points will be awarded. A maximum of six (6) points per project <u>summary</u> will be awarded.</p> <p>Project summary addresses one (1) area of expertise – 2 pts</p> <p>Project summary addresses two (2) areas of expertise – 4 pts</p> <p>Project summary addresses all three (3) areas of expertise – 6 pts</p>	<p>18</p>



R4	The Bidder should have five (5) years of experience accessing the United States Department of Energy’s (DOEs) database, demonstrated by providing a letter of confirmation from the National Renewable Energy Laboratory (NREL).	10 points – Bidder has five (5) or more years of experience accessing the DOEs database. 0 points – Bidder has no experience accessing the DOEs database.	10
Total Points Available			88



APPENDIX “#2” – FINANCIAL PROPOSAL FORM

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.

Initial Contract Period: April 1, 2021 – March 31, 2022

Milestones	Deliverables	Milestone Firm Price (applicable taxes excluded)
#1	1 st to 3 rd Monthly Reports, Monthly Data Uploads, collaboration, consultation, and reporting per activities completed under Task #1, #2, #3 & #4	\$ _____
#2	4 th to 6 th Monthly Reports, Monthly Data Uploads, annual report, collaboration, consultation, and reporting per activities completed under Task #1, #2, #3 & #4	\$ _____
#3	7 th to 9 th Monthly Reports, Monthly Data Uploads, collaboration, consultation and reporting per activities completed under Task #1, #2, #3 & #4	\$ _____
#4	10 th to 12 th Monthly Reports, Monthly Data Uploads, annual report collaboration, consultation and reporting per activities completed under Task #1, #2, #3 and #4	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____



Option Period #1: April 1, 2022 – March 31, 2023

Milestones	Deliverables	Milestone Firm Price (applicable taxes excluded)
#1	1 st to 3 rd Monthly Reports, Monthly Data Uploads, collaboration, consultation, and reporting per activities completed under Task #1, #2, #3 & #4	\$ _____
#2	4 th to 6 th Monthly Reports, Monthly Data Uploads, annual report, collaboration, consultation, and reporting per activities completed under Task #1, #2, #3 & #4	\$ _____
#3	7 th to 9 th Monthly Reports, Monthly Data Uploads, collaboration, consultation and reporting per activities completed under Task #1, #2, #3 & #4	\$ _____
#4	10 th to 12 th Monthly Reports, Monthly Data Uploads, annual report collaboration, consultation and reporting per activities completed under Task #1, #2, #3 and #4	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____



Option Period #2: April 1, 2023 – March 31, 2024

Milestones	Deliverables	Milestone Firm Price (applicable taxes excluded)
#1	1 st to 3 rd Monthly Reports, Monthly Data Uploads, collaboration, consultation, and reporting per activities completed under Task #1, #2, #3 & #4	\$ _____
#2	4 th to 6 th Monthly Reports, Monthly Data Uploads, annual report, collaboration, consultation, and reporting per activities completed under Task #1, #2, #3 & #4	\$ _____
#3	7 th to 9 th Monthly Reports, Monthly Data Uploads, collaboration, consultation and reporting per activities completed under Task #1, #2, #3 & #4	\$ _____
#4	10 th to 12 th Monthly Reports, Monthly Data Uploads, annual report collaboration, consultation and reporting per activities completed under Task #1, #2, #3 and #4	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____



Option Period #3: April 1, 2024 – March 31, 2025

Milestones	Deliverables	Milestone Firm Price (applicable taxes excluded)
#1	1 st to 3 rd Monthly Reports, Monthly Data Uploads, collaboration, consultation, and reporting per activities completed under Task #1, #2, #3 & #4	\$ _____
#2	4 th to 6 th Monthly Reports, Monthly Data Uploads, annual report, collaboration, consultation, and reporting per activities completed under Task #1, #2, #3 & #4	\$ _____
#3	7 th to 9 th Monthly Reports, Monthly Data Uploads, collaboration, consultation and reporting per activities completed under Task #1, #2, #3 & #4	\$ _____
#4	10 th to 12 th Monthly Reports, Monthly Data Uploads, annual report collaboration, consultation and reporting per activities completed under Task #1, #2, #3 and #4	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____



Option Period #4: April 1, 2025 – March 31, 2026

Milestones	Deliverables	Milestone Firm Price (applicable taxes excluded)
#1	1 st to 3 rd Monthly Reports, Monthly Data Uploads, collaboration, consultation, and reporting per activities completed under Task #1, #2, #3 & #4	\$ _____
#2	4 th to 6 th Monthly Reports, Monthly Data Uploads, annual report, collaboration, consultation, and reporting per activities completed under Task #1, #2, #3 & #4	\$ _____
#3	7 th to 9 th Monthly Reports, Monthly Data Uploads, collaboration, consultation and reporting per activities completed under Task #1, #2, #3 & #4	\$ _____
#4	10 th to 12 th Monthly Reports, Monthly Data Uploads, annual report collaboration, consultation and reporting per activities completed under Task #1, #2, #3 and #4	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____