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Natural Resources Canada

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Request for Proposal (RFP)

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.

Comments – Commentaires

Issuing Office – Bureau de distribution

Finance and Procurement Management Branch
Natural Resources Canada
1 Challenger Drive
Dartmouth, Nova Scotia

Title – Sujet	
Employment in Canada’s Clean Fuels Sector	
Solicitation No. – No de l’invitation NRCan- 5000060717	Date July 9, 2021
Requisition Reference No. - N° de la demande 165979	
Solicitation Closes – L’invitation prend fin at – 02:00 PM (EDT) on – August 9, 2021	
Address Enquiries to: - Adresse toutes questions à: julia.pace@canada.ca	
Telephone No. – No de telephone 902-719-4856	Fax No. – No. de Fax
Destination – of Goods and Services: Destination – des biens et services: Natural Resources Canada 930 Carling Avenue Ottawa, Ontario K1A 0Y3	
Security – Sécurité There are no security requirements associated with this requirement.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l’entrepreneur Telephone No.:- No. de téléphone: Facsimile No.: - No. de télécopieur: Email – Courriel :	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie)	
Signature	Date



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The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work; the Basis of Payment, Certification and any other annexes and attachments.

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

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to help establish baseline employment statistics in the Canadian clean fuels sector. This work will define clean fuels and the clean fuels sector for the purposes of tracking employment, considering alignment with other Canadian clean fuels definitions and industrial studies, as well as definitions in other jurisdictions. It will include the development and deployment of a survey instrument to collect statistical data on current employment both nationally and regionally.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing will be done in writing, by email.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003 \(2020-05-28\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8:** Delete entirely
- **Subsection 2 of Section 8:** Delete entirely
- **Under Subsection 2 of Section 20:** Not applicable

2.2 Submission of Bids

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

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document.

- Send proposals to this email address: nrcan.quebecbid-soumissionquebec.mcan@canada.ca

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

- Contact the Contracting Authority, Julia Pace at 902-719-4856 either by telephone call or text message for receipt of bid confirmation.

IMPORTANT

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

NRCan – 5000060717 Employment in Canada’s Clean Fuels Sector



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 three (3) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

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

Section III: Certifications (1 electronic copy)

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

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.

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Appendix "1" Evaluation Criteria.

4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix "2" 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 35 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 58 points.
2. Bids not meeting (a), (b) and (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
	Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score	115/135	89/135	92/135	
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating	84.18	73.15	77.70	
Overall Rating	1st	3rd	2nd	

9.



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>), all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

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>), 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.



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) (<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).

7.3 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 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 March 31, 2022 inclusive.

7.6 Comprehensive Land Claims Agreements (CLCAs)

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

7.7 Authorities

7.7.1 *Contracting Authority*

The Contracting Authority for the Contract is:

Name: Julia Pace
Title: Senior Procurement Officer
Organization: Natural Resources Canada
Address: 1 Challenger Drive, Dartmouth, NS
Telephone: 902-719-4856
E-mail address: Julia.pace@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 \$ _____ (insert the amount 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.



7.9.2 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

Due to Covid-19, Invoices shall be submitted using **the following method:**

E-mail:

nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@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 Contract number: _____

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

7.11 Certifications and Additional Information

7.11.1 Compliance

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

7.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 general conditions [2010B](#) (2020-05-28) Professional Services – Medium Complexity;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) the Contractor's bid dated _____,

7.14 Foreign Nationals (Canadian Contractor)

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

7.15 Insurance 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.

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.



ANNEX “A” - STATEMENT OF WORK

SW 1.0 Title

Employment in Canada’s Clean Fuels Sector

SW 2.0 Background

Natural Resources Canada (NRCan) Clean Fuels Branch has a mandate to catalyze the growth of the clean fuels¹ industry in Canada – supporting the production, distribution and use of clean fuels across the economy. These activities will help Canada reduce greenhouse gas emissions in support of 2030 targets and a net-zero 2050 goal, drive prosperity through job creation, economic activity and exports, help the energy sector pivot towards low-carbon growth and enhance energy security.

The Government of Canada is taking action to grow clean fuel markets. In December 2020, it published the draft [Clean Fuels Regulations](#), which will drive down the carbon intensity of liquid fuels used in Canada. An accelerated pollution price will change the relative price of fuels, helping to increase demand for clean fuels over time. As part of the [Strengthened Climate Plan: A Healthy Environment and a Healthy Economy](#), the Government also announced several complementary measures that will support clean fuel markets. This includes \$8B for the Strategic Innovation Fund-Net Zero Accelerator, a \$1.5B Clean Fuels Fund to de-risk investments in new clean fuels production capacity, funding for codes and standards, several tax measures including for carbon capture storage and utilization investments, and funding to support the purchase of clean fuels in federal marine and aviation operations. The Government also released a [Hydrogen Strategy for Canada in December 2020](#), which lays out recommendations for growing Canada’s hydrogen economy and positioning Canada to be a supplier of choice to the world.

Given the growing economic importance of the clean fuels sector, it is important to understand employment and related-jobs demographic trends over time, including for comparison purposes with other countries like the United States (e.g. as detailed in the [U.S. Energy and Employment Report](#)). However, there are no consistent and comprehensive statistical studies done on employment covering the range of industries that make-up the clean fuels sector in Canada (e.g. pre-processing, production, distribution, manufacturing of clean fuel technologies).

The Government of Canada is also taking action to increase the diversity of the Canadian workforce, and therefore it requires employment data that can highlight and track trends in employment diversity. Without granular demographic data and requisite benchmarks, it will be difficult to both project and assess if Canada is on track to meet diversity and inclusion objectives, including the identification of gaps to better support underrepresented groups (Indigenous communities, women, LGBTQ2S+ etc.).

SW 2.1 Language

All deliverables must be submitted in English to the Project Authority.

¹ Clean fuels includes: hydrogen, renewable natural gas, biogas, ethanol, biodiesel, renewable diesel, co-processing, biocrude, synthetic fuels, sustainable aviation fuel



SW 3.0 Objectives

The objective of this study is to help establish baseline employment statistics in the Canadian clean fuels sector. This work will define clean fuels and the clean fuels sector for the purposes of tracking employment, considering alignment with other Canadian clean fuels definitions and industrial studies, as well as definitions in other jurisdictions. It will include the development and deployment of a survey instrument to collect statistical data on current employment both nationally and regionally.

The survey will be sent to companies. Information that could identify any individual must not be collected. This should be expressly made clear by the Contractor conducting the survey to the companies that will provide survey results to the Contractor (i.e. to whomever completes the survey). Companies submitting survey results must under no circumstances submit personally identifiable information to the Contractor, and the Contractor must ensure anonymity of individuals.

This study will also look at demographic employment data (e.g. indigenous groups, visible minorities, women, Northern and remote communities). The survey and analysis will enable comparisons with clean fuels/alternative fuels employment demographic data in other countries, notably the US. The survey and analysis, and respective chosen definition of the clean fuels sector, should preferably allow the resultant employment statistics by fuel type to be compared with production or capacity statistics (compiled either by the same survey, or produced elsewhere in other comparable studies/statistical products).

1. Define a clean fuels sector and identify entities to be surveyed

Recommend a definitional framework for the Canadian clean fuels sector that best aligns with other Canadian clean energy and fuels definitions, as well as definitions in comparable jurisdictions like U.S. and the European Union. The sector scope should include the basket of liquid, gaseous and solid clean fuels, and consider value chain industries as well as clean fuel technology providers. The recommendation should outline the pros and cons of the proposed definitional framework, including comparability with other definitions and quality of data collection. The project authority shall approve the definitional framework.

2. Collect information on the universe of entities that fall within the definitional framework

Provide a list of companies and organizations that fall within the definitional framework and could form part of the survey sample. This may require additional research, including through relevant [North American Industry Classification System \(NAICS\) codes](#) and [Data Axle's database \(formerly InfoCanada\)](#), to fill gaps. In select cases, the contractor may need to contact firms to ascertain their involvement in the clean fuels sector.

3. Develop the questionnaire and statistical analysis methodology and plan for administration

Design a survey instrument, statistical analysis methodology (including sampling plan) and administration plan. It must include methodology and target participation rates. Develop the survey instrument, which must include questions covering the following topics:

- Organizational information, including type and size
- Products, technologies and/or services manufactured or delivered
- Employment income by key job categories



- Workforce size and demographic and diversity composition
- Challenges, barriers and opportunities related to employment
- Whether diversity and inclusion mandates are in place, and how they are designed
- Key hiring pipelines (recent graduates, existing fossil fuel sector, etc.)

Other categories of questions can be added to meet the objectives of this contract and for the purpose of comparability with other jurisdictions. The project authority shall approve the survey instrument, statistical analysis methodology and administration plan through an iterative process.

4. Administer survey instrument, and conduct research and analysis

Administer the survey instrument, in addition to reviewing publicly available data, reports, and other approaches, as appropriate to bolster the data collected. Using the data collected, draw key conclusion about employment in the sector, and disaggregated across liquid, gaseous and solid fuel types. Provide supplemental research containing a comparative analysis with other relevant data and jurisdictions.

SW 4.0 Project Requirements

4.1 Submit Work Plan

The contractor shall submit as part of their proposal a project work plan that includes, but is not limited to the following elements:

1. An outline of timelines and the approach the Contractor will take to completing each task;
2. A clear explanation of the methodology and sample calculations for the statistical methodology proposed;
3. An outline of technical or statistical issues regarding the data that could impact results, and possible solutions, if applicable; and
4. Milestones for success, budget and resources.

4.2 Tasks, Deliverables and Schedule

The key tasks are as follows:

1. Plan and lead a project kick-off meeting.
2. Present the recommended definition framework with the project authority for discussion, refinement and approval.
3. Present the survey instrument and sampling plan with the project authority for discussion, refinement and approval. Also present the report outline.
4. Administer questionnaire and statistical analysis methodology and conduct research and analysis.
5. Preliminary data analysis with intermediate reporting to get insights into results.
6. Finalize with the project authority a report outline.
7. Prepare and submit a draft report for review that contains at a minimum the following:
 - a. Executive summary: a synopsis of the objectives of the study, methodological approach and shortcoming, and key findings
 - b. Methodology: a clear explanation of the methodology and sample calculations (in an appendix) for



- the statistical methodology.
- c. Analysis and discussion (main body): a detailed explanation of the survey findings in table, graphical and text format, supplemental research and analysis, a comparative analysis with other relevant data and jurisdictions, and additional methodological explanations to help the reader understand how to interpret the data.
 - d. Recommendations – based on results and consideration of additional studies to inform future studies.
 - e. Conclusion: a summary of the findings
8. Prepare and submit a draft final report and summary deck that incorporates comments received from the project authority.
 9. Present findings to the project authority and/or other Government of Canada officials.
 10. Prepare and submit final report and provide the project authority with the raw data from the survey in Excel format. Using the raw data, the findings of the study should be reproducible from the explanations entailed in the methodology.

Deliverables/Milestones Schedule

Tasks/Activities	Deliverables/Milestones	Time Schedule
1	Plan and lead a kick-off meeting	Within one week of contract award
2	Present the recommended definitional framework with the project authority for discussion, refinement and approval.	Within four weeks of contract award
3	Present the survey instrument and sampling plan with the project authority for discussion, refinement and approval. Also present the report outline.	Within six weeks of contract award
4	Administer questionnaire and statistical analysis methodology and conduct research and analysis.	Within eight weeks of contract award
5	Preliminary data analysis with intermediate reporting.	Within 12 weeks of contract award
6	Finalize with the project authority a report outline.	Within 12 weeks of contract award
7	Prepare and submit a draft report for review.	Within 16 weeks of contract award
8	Prepare and submit a draft final report that incorporates comments received from the project authority.	Within 18 weeks of contract award
9	Present findings to the project authority and/or other Government of Canada officials.	Within 18 weeks of contract award



Tasks/Activities	Deliverables/Milestones	Time Schedule
10	Prepare and submit final report and provide the project authority with the raw data from the survey in Excel format.	Within 20 weeks of contract award

4.3 Reporting Requirements

The contractor will be required to report by email, via video conference or by phone on a bi-weekly basis, or upon request by the Project Authority, to provide an update on the project, progress on the milestones and discuss any feedback the project authority may have.

4.4 Specification and Standards

The final report shall be delivered in English, in Microsoft Word and PDF with appropriate formatting. Hard copies are not required. All sources of information are to be referenced and provided in the report.

All raw data, images, tables and charts to be supplied as individual modifiable files in Excel, accompanying Word document. If photos are used, the contractor is to obtain permission from the sources.

Any supporting material shall be delivered in English, in Microsoft Excel or Word format. Hard copies are not required. All sources of information are to be referenced and provided.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor’s Obligations

In addition to the obligations outlined in Section 2 and Section 4 of this Statement of Work, the Contractor shall:

- attend meetings with stakeholders, if necessary;
- participate in teleconferences, as needed;
- report bi-weekly via e-mail

SW.5.2 NRCan’s Obligations

Based on exigencies of need, the project authority shall:

- provide assistance and guidance regarding scope of the data to be collected
- provide comments on draft reports within ten (10 working days) and/or,
- provide other assistance or support.

SW.5.3 Location of Work, Work Site and Delivery Point

Work is expected to be completed at the Contractor’s place of business. The final report and supplementary material shall be delivered electronically to the Project Authority via email.



ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)



APPENDIX “1” - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

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

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

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

1. Technical Criteria

1.1 Mandatory Evaluation Criteria

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

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail	Comments
M1	The Bidder MUST identify a Project Manager, including submitting the CV of the Project Manager describing their experience, and also describe the company’s expertise as it relates to the SOW (Annex A).			
M2	The Bidder MUST demonstrate a minimum of five (5) years experience within the last ten (10) years in performing Canadian labour market research and/or conducting employment surveys.			
M3	The Bidder MUST demonstrate a minimum of five (5) years experience within the last ten (10) years in performing analyses of composition and trends in the Canadian energy sector.			



M4	The Bidder MUST demonstrate a minimum of five (5) years experience within the last ten (10) years researching and working with stakeholders in the Canadian energy sector.			
M5	The Bidder MUST demonstrate experience performing national or regional statistical analyses.			

1.2 Evaluation of rated criteria

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

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

Proposals will be evaluated based on the following criteria:

Criterion ID	Point Rated Technical Criteria	Max Points	Points Awarded	Comments
R1	<p>The Bidder demonstrates a comprehensive methodological approach to complete all aspects of the project including:</p> <p>Eleven (11) points - The methodological approach includes a detailed description of each step that will be undertaken to meet each deliverable in the Statement of Work. The methodology is complete, realistic and feasible.</p> <p>Seven (7) points - The methodological approach includes descriptions of each step that will be undertaken to meet each deliverable in the Statement of Work, but is a) missing a key step OR b) some steps are not realistic or feasible.</p> <p>Three (3) points - The methodological approach is incomplete (missing 2 key steps), or is not realistic or not feasible and the approach is not convincingly advantageous.</p> <p>Zero (0) points - There is no methodological approach in the proposal.</p> <p>A maximum of eleven (11) points can be awarded.</p>	11		
R2	<p>The Bidder's proposed Work Plan should demonstrate a clear, logical and feasible work plan for punctual delivery of the identified tasks and deliverables under the Statement of Work. This work plan should include the following:</p>	10		



Criterion ID	Point Rated Technical Criteria	Max Points	Points Awarded	Comments
	<p>a. Scheduling of deliverables and milestones b. Task breakdown and assignment of experienced personnel to each task c. Level of effort d. Reporting and debriefing arrangements e. Identify potential risks and problem areas and provide a realistic plan for mitigating risks</p> <p>Bidders will be allocated points based on identifying and describing each of the work plan elements listed above (maximum two (2) points per element up to a maximum of ten (10) points).</p>			
R3	<p>The Bidder should demonstrate, using project description(s), experience in performing Canadian labour market research and/or conducting employment surveys (Maximum of 2 project descriptions to be submitted). For each project description, points will be awarded as followed:</p> <p>Four (4) points - The bidder has experience producing reports about Canadian labour market data, as well as conducting employment surveys in Canada's energy sector. Two (2) points - The bidder has experience producing reports from labour market data, as well as conducting employment surveys. One (1) point - The bidder has no relevant experience related to producing reports from Canadian labour market data, but shows expertise in conducting surveys or vice versa. Zero (0) points – The bidder does not demonstrate experience in labour market research and/or surveying.</p> <p>Up to a maximum of four (4) points per project for a total of eight (8) points can be awarded.</p>	4 x 2 = 8		
R4	<p>The Bidder should demonstrate, using project description(s), experience in performing analyses of composition and trends in the Canadian energy sector (Maximum of 2 project descriptions to be submitted). For each project description, points will be awarded as followed:</p> <p>Four (4) points - The bidder has experience analyzing composition and trends in the Canadian energy sector, including renewable fuels and related supply chains and technology manufacturers. Two (2) points - The bidder has experience analyzing composition and trends in the Canadian energy sector and limited experience with renewable fuels.</p>	4 x 2 = 8		



Criterion ID	Point Rated Technical Criteria	Max Points	Points Awarded	Comments
	<p>One (1) point - The bidder has no relevant experience related to analyzing renewable fuels, but shows expertise in analyzing compositions and trends in the energy sector.</p> <p>Zero (0) points – The bidder does not demonstrate experience in analyzing the energy sector.</p> <p>Up to a maximum of four (4) points per project for a total of eight (8) points can be awarded.</p>			
R5	<p>The Bidder should demonstrate, using project description(s), experience in researching and working with stakeholders in the Canadian energy sector (Maximum of 2 project descriptions to be submitted).</p> <p>Four (4) points - The bidder has experience researching and working with stakeholders in the Canadian energy sector, including Indigenous communities.</p> <p>Two (2) points - The bidder has experience researching and working with stakeholders in the Canadian energy sector.</p> <p>Zero (0) points – The bidder does not demonstrate experience in researching stakeholders in the Canadian energy sector.</p> <p>Up to a maximum of four (4) points per project for a total of eight (8) points can be awarded.</p>	4 x 2 = 8		
R6	<p>The Bidder should demonstrate, using project description(s), experience in performing national or regional statistical analyses (Maximum of 2 project descriptions to be submitted).</p> <p>Four (4) points - The bidder has experience conducting national and regional statistical analyses.</p> <p>Two (2) points - The bidder has experience conducting national or regional statistical analyses.</p> <p>Zero (0) points – The bidder does not demonstrate experience in conducting any geographical analysis.</p> <p>Up to a maximum of four (4) points per project for a total of eight (8) points can be awarded.</p>	4 x 2 = 8		
R7	<p>Overall quality of the proposal, clarity, organization, ability to synthesize complex information and logic with respect to the Statement of Work requirements.</p> <p>Points will be awarded based on the evaluation grid below.</p> <p>A maximum of five (5) points can be awarded.</p>	5		
Total Points Available:		58		



Criterion ID	Point Rated Technical Criteria	Max Points	Points Awarded	Comments
Total Points To be Considered Compliant:		35		

EVALUATION GRID for R7 overall quality assessment	
Excellent (100%) – five (5) points	The rated criteria are addressed in detail and the information provided shows that the bidder fully and thoroughly understands all elements of the rated criteria.
Very good (80%) – four (4) points	The information provided clearly shows the bidder fully understands all elements of the rated criteria.
Good (60%) – three (3) points	The information provided clearly shows the bidder fully understands certain but not all elements of the rated criteria.
Unsatisfactory (40%) – two (2) points	The information provided shows a limited understanding of the specified criteria, without showing that the bidder fully understands all elements of the rated criteria. The bidder shows basic communication skills. The project results presented are poor and non-significant.
Poor (20%) – one (1) point	The information provided shows that the bidder has a basic understanding of the specified criteria.
Unacceptable (0%) – zero (0) points	The information provided does not meet the criteria.



APPENDIX “2” - FINANCIAL PROPOSAL FORM

1. Firm Price - Milestone Payments

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

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

Milestone #	Description of Milestone	Time Schedule	Payment %	Firm Price (Applicable Taxes Excluded)
1	Plan and lead a kick-off meeting	Within one week of contract award		
2	Present the recommended definitional framework with the project authority for discussion, refinement and approval.	Within four weeks of contract award		
3	Present the survey instrument and sampling plan with the project authority for discussion, refinement and approval. Also present the report outline.	Within six weeks of contract award	20%	\$ _____
4	Administer questionnaire and statistical analysis methodology and conduct research and analysis.	Within eight weeks of contract award		
5	Preliminary data analysis with intermediate reporting.	Within 12 weeks of contract award	40%	\$ _____
6	Finalize with the project authority a report outline.	Within 12 weeks of contract award		



Milestone #	Description of Milestone	Time Schedule	Payment %	Firm Price (Applicable Taxes Excluded)
7	Prepare and submit a draft report for review.	Within 16 weeks of contract award	20%	\$ _____
8	Prepare and submit a draft final report that incorporates comments received from the project authority.	Within 18 weeks of contract award		
9	Present findings to the project authority and/or other Government of Canada officials.	Within 18 weeks of contract award		
10	Prepare and submit final report and provide the project authority with the raw data from the survey in Excel format.	Within 20 weeks of contract award	20%	\$ _____
Total Firm Price for Financial Proposal Evaluation:				\$ _____