





**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION .....5**

1.1 INTRODUCTION .....5

1.2 SUMMARY.....5

1.3 DEBRIEFINGS.....6

1.4 EPOST CONNECT SERVICE .....6

**PART 2 - BIDDER INSTRUCTIONS.....7**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....7

2.2 SUBMISSION OF BIDS.....7

2.3 ENQUIRIES - BID SOLICITATION .....8

2.4 APPLICABLE LAWS .....9

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD .....9

2.8 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY.....9

**PART 3 - BID PREPARATION INSTRUCTIONS..... 10**

3.1 BID PREPARATION INSTRUCTIONS..... 10

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... 12**

4.1 EVALUATION PROCEDURES ..... 12

4.1.1 TECHNICAL EVALUATION ..... 12

4.2 BASIS OF SELECTION..... 12

4.2.1 HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE ..... 12

**PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION..... 14**

5.1 CERTIFICATIONS REQUIRED WITH THE BID ..... 14

5.1.1 INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES ..... 14

5.1.2 ADDITIONAL CERTIFICATIONS REQUIRED WITH THE BID ..... 14

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION ..... 14

5.2.1 INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION ..... 14

5.2.3 STATUS AND AVAILABILITY OF RESOURCES ..... 15

5.2.4 EDUCATION AND EXPERIENCE ..... 16

5.2.5 FORMER PUBLIC SERVANT ..... 16

5.2.6 LANGUAGE REQUIREMENT ..... 16

5.2.6 ABORIGINAL DESIGNATION ..... 18

**PART 6 - SECURITY..... 19**

6.1 SECURITY REQUIREMENTS ..... 19

**PART 7 - RESULTING CONTRACT CLAUSES..... 20**

7.1 STATEMENT OF WORK..... 20

7.2 STANDARD CLAUSES AND CONDITIONS..... 20

7.2.1 GENERAL CONDITIONS ..... 20

7.2.2 SUPPLEMENTAL GENERAL CONDITIONS..... 20

7.3 DISPUTE RESOLUTION ..... 20

7.4 SECURITY REQUIREMENTS ..... 21



7.5	TERM OF CONTRACT .....	22
7.5.1	PERIOD OF THE CONTRACT .....	22
7.6	COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs) .....	22
7.7	AUTHORITIES .....	22
7.7.1	CONTRACTING AUTHORITY .....	22
7.7.2	PROJECT AUTHORITY .....	22
7.7.3	CONTRACTOR'S REPRESENTATIVE .....	22
7.8	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	23
7.9	PAYMENT .....	23
7.9.1	BASIS OF PAYMENT – FIRM PRICE, FIRM UNIT PRICE(S) OR FIRM LOT PRICE(S).....	23
7.9.2	METHOD OF PAYMENT.....	23
7.10	INVOICING INSTRUCTION .....	23
7.11	CERTIFICATIONS .....	24
7.11.1	COMPLIANCE.....	24
7.12	APPLICABLE LAWS .....	24
7.13	PRIORITY OF DOCUMENTS.....	24
7.14	FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR).....	25
7.15	INSURANCE.....	25
7.16	CONTRACT ADMINISTRATION.....	25
<b>ANNEX “A” - STATEMENT OF WORK.....</b>		<b>26</b>
<b>ANNEX “B” - BASIS OF PAYMENT (TO BE COMPLETED AT CONTRACT AWARD).....</b>		<b>31</b>
1.	FIRM PRICE - MILESTONE PAYMENTS .....	31
<b>ANNEX “C” - SECURITY REQUIREMENTS CHECK LIST .....</b>		<b>33</b>
.....		<b>34</b>
.....		<b>35</b>
<b>APPENDIX “1” - EVALUATION CRITERIA.....</b>		<b>36</b>
1.	TECHNICAL CRITERIA.....	36
1.1	MANDATORY EVALUATION CRITERIA.....	36
1.2	EVALUATION OF RATED CRITERIA.....	37
<b>APPENDIX “2” - FINANCIAL PROPOSAL FORM.....</b>		<b>41</b>
1.	FIRM PRICE - MILESTONE PAYMENTS .....	41



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

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



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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

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

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

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

**Part 5 Certifications:** includes the certifications to be provided;

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, and any other annexes and attachments.

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

### 1.2 Summary

#### 1.2.1

Natural Resources Canada's Office of Energy Research and Development and Renewable and Electrical Energy Division in partnership with Crown-Indigenous Relations and Northern Affairs Canada's Climate Change and Clean Energy Directorate are seeking to commission a report to identify research and analyze the policy, technical, regulatory and financial conditions faced by utilities in regard to clean energy development in remote communities that are not connected to the intercontinental grid in Ontario, Quebec, British Columbia, Newfoundland and Labrador, Yukon, Northwest Territories and Nunavut not including industrial sites (e.g. mines).

#### 1.2.2

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

#### 1.2.3



## **International Trade Agreements**

The requirement is subject to the provisions of the following trade Agreements:

Canadian Free Trade Agreement (CFTA)  
Canada-Korea Free Trade Agreement  
Canada-Peru Free Trade Agreement  
Canada-Honduras Free Trade Agreement  
Canada-Chile Free Trade Agreement

### **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.

### **1.4 Epost Connect Service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 Bid Preparation Instructions, of the solicitation for further information.

Given that many people are currently working from home, and in an effort to reduce the spread of the corona virus (COVID-19) within communities, bidders are requested to transmit their bid electronically using the epost Connect Service. Information on epost Connect Service can be found in Part 2 entitled Bidders Instructions and Part 3 entitled Bid Preparation Instructions, of the bid solicitation.



## 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
- **Under Subsection 2 of Section 20:** Not applicable

Subsection 5.4 of [2003 \(2020-05-28\)](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** 60 days

**Insert:** 120 days

### 2.2 Submission of Bids

2.2.1 Electronic transmission of proposals is permitted.

Bids must be submitted only to Natural Resources (NRCan) Bid Receiving Unit by the date, time and place indicated in the bid solicitation. Due to the nature of the bid solicitation, bids transmitted by mail or facsimile to NRCan will not be accepted.

This bid solicitation requires bidders to use the [ePost Connect service](#) provided by Canada Post Corporation to transfer their bid electronically.

To submit a bid using ePost Connect Service, the Bidder must either:

- send directly its bid only to the specified NRCan Bid Receiving Unit ([nrcan.procurement-approvisionnement.nrcan@canada.ca](mailto:nrcan.procurement-approvisionnement.nrcan@canada.ca)), using its own licensing agreement for ePost Connect provided by Canada Post Corporation; or
- send as early as possible, and in any case, at least five (5) business days prior to the solicitation closing date and time, (in order to ensure response), an email that includes the bid solicitation number to the



specified NRCan Bid Receiving Unit requesting to open an ePost Connect conversation. Requests to open an ePost Connect conversation received after that may not be answered

The Natural Resources Canada Bid Receiving Unit e-mail address in the National Capital Region is:

[nrcan.procurement-provisionnement.rncan@canada.ca](mailto:nrcan.procurement-provisionnement.rncan@canada.ca)

**Note:** Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open an ePost Connect conversation, as detailed in the Standard Instructions [2003](#), or to send bids through an ePost Connect message if the bidder is using its own licensing agreement for ePost Connect

**NRCan will not assume responsibility for proposals directed to any other location.**

Contact the Contracting Authority Kaeli McCarthy at 343-571-9878 by telephone call for receipt of bid confirmation.

### **IMPORTANT**

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

**NRCan-500060144 Report on the Impacts and Opportunities associated with Clean Energy Projects for Utilities Serving Remote Communities across Canada**

The onus is on the Bidder to ensure that the proposal is submitted correctly to the epost email address. Not complying with the 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.

**Submissions sent by email (with the exception of epost connect from Canada Post), regular mail or in person will not be accepted.**

## **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, Canada.

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 five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.8 Basis for Canada's Ownership of Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following reasons: as set out in the [\*Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts\*](#):

1. 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 the bidder submit its bid electronically and in accordance with section 08 of [2003](#) standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid (1 electronic copy)

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

Section III: Certifications (1 electronic copy)

Section IV: Additional Information (one (1) electronic copy)

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

#### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid**

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

#### **Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06) Exchange Rate Fluctuation

#### **Section III: Certifications**

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



#### **Section IV: Additional Information**

The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.



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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical 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 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 37 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 62 points.
2. Bids not meeting (choose "(a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% 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 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%
6. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd



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## 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

**5.2.3 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.

#### 5.2.6 Language Requirement

The bidder certifies that the resources submitted in response to this solicitation can communicate orally and in writing, in English and French

#### 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
_____	_____



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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**

### **6.1 Security Requirements**

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.



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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

#### 7.2.2 Supplemental General Conditions

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

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

### 7.3 Dispute Resolution

#### *Mediation*

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

#### *Arbitration*

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.



The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

#### *Meaning of "Dispute"*

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

## **7.4 Security Requirements**

**7.4.1** The following security requirements (*SRCL and related clauses provided by ISP*) apply and form part of the Contract.

### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:**

#### **PWGSC FILE No. (166129) NRCan-5000060114**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, **PWGSC**.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the CSP, **PWGSC**.
5. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex "B"
  - b) *Contract Security Manual* (Latest Edition).

**7.4.1.2** The Company Security Officer must ensure through the [Industrial Security Program \(ISP\)](#) that the Contractor and individuals hold a valid security clearance at the required level.



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## 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: **Kaeli McCarthy**  
Title: Procurement Specialist  
Organization: Natural Resources Canada  
Address: 580 Booth St. Ottawa ON K1A 0E4  
Telephone: 343-571-9878  
E-mail address: [Kaeli.McCarthy@canada.ca](mailto:Kaeli.McCarthy@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:  
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:  
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 firm prices as specified in in Annex B for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are excluded 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 Instruction

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

E-mail:

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

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



OR

Fax:

Local NCR region: **613-947-0987**

Toll-free: **1-877-947-0987**

**Note:** Use highest quality settings available.

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

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

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

## 7.11 Certifications

### 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, Canada.

## 7.13 Priority of Documents

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

- a) The Articles of Agreement;
- b) The supplemental general conditions IP [4007 \(2010-08-16\)](#) - Canada to Own Intellectual Property Rights in Foreground Information
- c) The general conditions [2035 \(2020-05-28\)](#), General Conditions - Higher Complexity - Services
- d) Annex A, Statement of Work
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List
- g) The Contractor's bid dated \_\_\_\_\_,





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

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

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

#### **7.15 Insurance**

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

#### **7.16 Contract Administration**

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



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## ANNEX “A” - STATEMENT OF WORK

### 1. Title

REPORT ON THE IMPACTS AND OPPORTUNITIES ASSOCIATED WITH CLEAN ENERGY PROJECTS FOR UTILITIES SERVING REMOTE COMMUNITIES ACROSS CANADA

### 2. Context

There are almost 300 communities and industrial sites across Canada, many of which are Indigenous that rely partially or completely on fossil fuels (mainly diesel) for heat and power. For decades, diesel has been the only practical option for many communities, and has been a reliable and secure source of energy for remote communities. However, diesel energy has drawbacks such as high and variable fuel costs, long and vulnerable supply chains, contribution to anthropogenic climate change, and local environmental impacts such as fuel spills, noise, and diminished air quality. In many communities, diesel energy infrastructure like power plants, generators, and fuel tanks, are nearing or past their end-of-life date and are in need of refurbishment or replacement. The Government of Canada has historically been and is currently the major funder of energy infrastructure in many remote communities.

The Government of Canada is committed to [supporting the transition away from diesel dependence for remote and Indigenous communities by 2030](#). The federal government’s efforts in this transition are led by Natural Resources Canada (NRCan) and Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC), along with other federal departments. It is recognized that Indigenous communities, provincial and territorial governments, and utilities are critical partners in advancing this goal.

In recent years, interest in clean energy projects has grown in both isolated and grid-connected communities. Projects vary greatly in size and scope and operate in differing regulatory environments. They generally seek to provide various benefits, including (but not limited to) revenue generation, cost savings, job creation, business development, energy independence and greenhouse gas reductions. Community, government and utility stakeholders priorities can both align and differ, which sometimes makes it difficult to determine what exactly success for a project entails. For instance, Indigenous communities may prioritize job creation or energy independence over greenhouse gas reductions, whereas provincial and territorial governments may place greater focus on achieving greenhouse gas reduction targets. In contrast, utilities are an essential service, needing to focus operations on reliability and affordability, particularly those utilities that serve northern and isolated-grid communities.

In many communities, new sources of generation are needed to meet growing demand or replace aging infrastructure. With the growing demand to replace diesel generated electricity with cleaner sources, there are a range of potential negative impacts on utilities, including grid reliability, isolated grids’ limited ability to accommodate intermittent renewable energy sources, flattening sales, sunk costs in diesel infrastructure, additional capacity required to manage more complex financial and technical environments, and increased operating costs. There are also potential opportunities for utilities, such as new or alternative revenue streams and other benefits associated with a cleaner energy portfolio.

Most utilities operate using a ‘cost of service plus’ model, resulting in strong pressure from government to keep electricity rates low for utility consumers. In some jurisdictions, there are policies such as net-metering or power-purchase agreements that allow utilities to purchase electricity from independent power producers.



Large southern utilities connected to the Pan-North American electricity grid face significant challenges in integrating high penetrations of renewables and increasing energy efficiency – northern utilities face additional hurdles in this regard.

While there is significant variation in energy considerations across jurisdictions, general features that should be factored into the analysis and recommendations include: 1) remote communities, especially those in the North, pay the highest rates for electricity in Canada, 2) the rate base is small, 3) grids are islanded with no external markets, 4) redundant energy systems will likely need to be maintained, and 5) diesel subsidies are a major element in the existing energy financial structure for many remote communities and utilities.

The report will consider all the above factors and attempt to identify additional considerations. The final report should also provide recommendations as to how various stakeholder groups can support future renewable energy and energy efficiency projects within existing business models or via other pathways such as, but not limited to co-operatives, community ownership models or private-public partnership (P3) opportunities.

### 3. Objectives

NRCan and CIRNAC are seeking to commission a report to identify research and analyze the policy, technical, regulatory and financial conditions faced by utilities in regard to clean energy development in remote communities that are not connected to the intercontinental grid in Ontario, Quebec, British Columbia, Newfoundland and Labrador, Yukon, Northwest Territories and Nunavut not including industrial sites (e.g. mines). Specifically, the report will research and analyze how renewable energy, energy storage and energy efficiency projects are being economically integrated by utilities into local electricity grids, how these projects fit within or are impacted by existing utility business models, and what their impact is on utility financial performance and electricity rates charged to customers. It will explore the value proposition to utilities and options to integrate more renewable energy and energy efficiency technologies on their grids, and, ultimately, reduce greenhouse gas emissions.

The report is to be completed with the participation of utilities, provincial and territorial governments. The participants to the study will have the opportunity to share their views and thus contribute to the development of government policies and programs. This participation is expected to include, but not be limited to, the role of interviewees, providers of documentation and members of the advisory committee. The report to be released to the participants will include recommendations to utilities, legislators, regulators and policy makers to advance clean energy integration and revenue generation and savings from renewable energy and energy efficiency projects.

In particular, the consultant shall:

1. Research and analyze the policy, regulatory, technical, environmental, social and financial impacts on utilities of renewable energy, energy storage and energy efficiency projects in remote communities in Canada.
2. Collect financial, technical and clean energy project data from utilities, provincial and territorial governments.
3. Summarize and prioritize policy, regulatory, technical, environmental, social and financial challenges to renewable energy (i.e. small-scale (<20kW) to utility-scale (>250kW)), energy storage and energy efficiency projects in remote communities (including consideration for their cumulative effects), from a utility's perspective, and suggest workable solutions to each barrier identified.



4. Conduct primary (stakeholder interviews, government and utility document analysis) and secondary research (published academic literature) on the feasibility of community-led, utility-involved renewable energy and energy efficiency projects in remote communities
5. Investigate alternative ownership models for remote community-led renewable energy and energy efficiency projects to identify risks (e.g. financial, technical, social, political, etc.) and liabilities as well as potential benefits (e.g. new revenue streams, diesel displacement, infrastructure cost savings, economic reconciliation, improved community relations and community empowerment, etc.), including but not limited to utilities becoming distributors of renewable energy and energy efficiency technologies under at least three scenarios as follows:
  - a. Utilities provide, install, own and operate renewable energy technologies installed in remote communities;
  - b. Utilities own the storage and distribution systems while communities own renewable energy technologies. Operations and maintenance is carried out by community members hired by the utilities.
  - c. Utilities provide electricity and the community owns and assumes independent responsibility for the maintenance and repair of renewable energy technologies installed in remote communities.
6. Investigate alternate models for energy efficiency deployment for remote residential, commercial and institutional customers, such as utility-led projects/programs (e.g. Property Assessed Clean Energy (PACE)).
7. Identify indicators (i.e. economic, environmental, social and corporate governance) that could be used by utilities, communities and provincial/territorial governments to value and assess the social, economic and environmental benefits and impacts of clean energy projects on a lifecycle basis. Provide examples where and how these valuations have been used to advance community clean energy, energy storage and energy efficiency policy.
8. Provide recommendations to utilities, utility boards, provinces and territories that, if implemented, would enable new business models and create new revenue streams for utilities, allow higher market-penetration of renewable energy, energy storage and more energy efficiency projects, while maintaining stability and affordability for ratepayers, helping to optimize the value of clean energy and energy efficiency projects for utilities, and advancing potential economic opportunities for all parties.
9. Provide recommendations to federal policy and programming that can support utilities in their adoption of clean energy, energy storage and energy efficiency technologies by reducing risks and costs associated with these technologies.
10. Compile best/current/proven practices for community-led renewable energy and energy efficiency projects in a utility-involved environment.
11. Determine community capacity shortfalls and how federal, provincial and territorial governments and utilities can support and facilitate their role in the integration of renewable energy, energy storage and energy efficiency measures.

**4. Deliverables**

Task #	Description	Deliverables	Schedule
Task 1	Literature Review	<ul style="list-style-type: none"> <li>• Literature review and analyses</li> <li>• Presentation and teleconference meeting with project authorities</li> </ul>	<ul style="list-style-type: none"> <li>• TBD</li> </ul>



Task 2	Stakeholder Interviews	<ul style="list-style-type: none"><li>• Teleconference meeting with project authorities to review and approve proposed list</li><li>• List may be from 30 to 60 persons or organizations</li><li>• Any further changes will be subject to the same approval process as in Tasks 1 and 2</li></ul>	<ul style="list-style-type: none"><li>• TBD</li></ul>
Task 3	Research the Current Renewable Energy and Energy Efficiency Market	<ul style="list-style-type: none"><li>• Determine the feasibility of utilities and Independent Power Producers supplying renewable energy and energy efficiency systems within remote communities</li></ul>	<ul style="list-style-type: none"><li>• TBD</li></ul>
Task 4	Prepare preliminary report	<ul style="list-style-type: none"><li>• Meet in person or teleconference with project authorities to present report outlines</li><li>• Develop draft report</li><li>• Present draft report to project authorities</li><li>• Incorporate project authorities feedback in report</li></ul>	<ul style="list-style-type: none"><li>• TBD</li></ul>
Task 5	Preliminary report presentation and addressing comments	<ul style="list-style-type: none"><li>• Presentation</li><li>• Incorporate project authorities' feedback into report</li></ul>	<ul style="list-style-type: none"><li>• TBD</li></ul>
Task 6	Presentation to Advisory Committee	<ul style="list-style-type: none"><li>• Presentation</li><li>• Address comments and revisions from Advisory Committee members</li></ul>	<ul style="list-style-type: none"><li>• TBD</li></ul>
Task 7	Presentation to NRCAN and CIRNAC senior management	<ul style="list-style-type: none"><li>• In person or virtual presentation to senior management</li><li>• Receive comments and instructions from senior management and incorporate into final report</li><li>• Address project authorities' comments and revisions</li></ul>	<ul style="list-style-type: none"><li>• TBD</li></ul>
Task 8	Provide ongoing support/make further edits to report as required by the Project Authorities	<ul style="list-style-type: none"><li>• As required, make additional edits to final report as directed</li><li>• Follow-up briefings or presentations (up to 3) to federal, provincial, utility or community representatives</li></ul>	<ul style="list-style-type: none"><li>• TBD</li></ul>



Task 9	Submit Final Report	<ul style="list-style-type: none"> <li>• Submit draft final report for approval</li> <li>• Provide all references and supporting documents for final report</li> <li>• Submit approved final report in both official languages</li> </ul>	<ul style="list-style-type: none"> <li>• 03-31-2022</li> </ul>
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**4.1 Method and Source of Acceptance**

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

**5. OTHER TERMS AND CONDITIONS OF THE SOW**

**Contractor’s Obligations**

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

- 1) Keep all documents and proprietary information confidential;
- 2) Ensure that no documents deemed Protected (or higher) are stored or maintained on the contractor’s premises outside of the NRCan digital repository/telework environment.
- 3) Return all materials belonging to NRCan upon completion of the Contract;
- 4) Submit all written reports in hard copy and/or electronic Microsoft Office Word or Corel WordPerfect format;
- 5) Attend meeting with stakeholders if necessary;
- 6) Participate in teleconferences, as needed; (i.e. Zoom, MS Team etc.)

**NRCan’s Obligations**

- 1) Access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.
- 2) Ensure that no document deemed Protected (or higher) be shared with the contractor (hard copy) outside the NRCan network
- 3) Access to a staff member who will be available to coordinate activities
- 4) Provide comments on draft reports within five (5 working days) and/or,
- 5) Provide other assistance or support.



**ANNEX “B” - BASIS OF PAYMENT (TO BE COMPLETED AT CONTRACT AWARD)**

**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.

Milestone #	Description of Milestone	Firm Price (Applicable Taxes Excluded)
1	Literature Review -Literature review and analyses -Presentation and teleconference meeting with project authorities	(16% of total project value) \$ _____
2	Stakeholder Interviews • Teleconference meeting with project authorities to review and approve proposed list • List may be from 30 to 60 persons or organizations  Any further changes will be subject to the same approval process as in Tasks 1 and 2	(32% of total project value) \$ _____
3	Research the Current Renewable Energy and Energy Efficiency Market  • Determine the feasibility of utilities and Independent Power Producers supplying renewable energy and energy efficiency systems within remote communities	(16% of total project value) \$ _____
4	Prepare preliminary report • Meet in person or teleconference with project authorities to present report outlines • Develop draft report • Present draft report to project authorities • Incorporate project authorities feedback in report	(19% of total project value) \$ _____
5	Preliminary report presentation and addressing comments • Presentation • Incorporate project authorities’ feedback into report	(3% of total project value) \$ _____
6	Presentation to Advisory Committee • Presentation  Address comments and revisions from Advisory Committee members	(3% of total project value) \$ _____



Milestone #	Description of Milestone	Firm Price (Applicable Taxes Excluded)
7	Presentation to NRCAN and CIRNAC senior management <ul style="list-style-type: none"><li>In person or virtual presentation to senior management</li><li>Receive comments and instructions from senior management and incorporate into final report</li><li>Address project authorities' comments and revisions</li></ul>	(3% of total project value) \$ _____
8	Provide ongoing support/make further edits to report as required by the Project Authorities <ul style="list-style-type: none"><li>As required, make additional edits to final report as directed</li><li>Follow-up briefings or presentations (up to 3) to federal, provincial, utility or community representatives</li></ul>	(6% of total project value) \$ _____
9	Submit Final Report <ul style="list-style-type: none"><li>Submit draft final report for approval</li><li>Provide all references and supporting documents for final report</li><li>Submit approved final report in both official languages</li></ul>	(2% of total project value) \$ _____





# ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST



Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat 166129
Security Classification / Classification de sécurité UNCLASSIFIED

## SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		Natural Resources Canada	
2. Branch or Directorate / Direction générale ou Direction		Electricity Resources Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Report on the impacts and opportunities of renewable energy and energy efficiency projects on utilities serving remote communities across Canada			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat 166129
Security Classification / Classification de sécurité UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



Contract Number / Numéro du contrat 166129
Security Classification / Classification de sécurité UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		NATO					COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



## 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.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder’s Proposal
M1	The lead contractor/project manager proposed must have a minimum of 10 years’ experience within the last 20 years in one or more of the following fields: utility business operations, utility rate review policy, electricity policy, energy policy, public policy, resource management, business, engineering or relevant domain. For any relevant work experience, the Bidder must provide complete details as to where, when (month and year), and how (through which activities/responsibilities) the stated experience was obtained.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	The contractor team proposed must have a combined experience of at least 20 years in five or more of the following fields: utility business operations, utility rate review policy, electricity policy, energy policy, public policy, resource management, business, engineering or relevant domain. For any relevant work experience, the Bidder must provide complete details as to where, when (month and	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
	<p>year), and how (through which activities/responsibilities) the stated experience was obtained. Resumes must be included for each member of the team.</p> <p>*Note: References will only be contacted to confirm the information provided.</p> <p>*NRCan reserves the right to contact the named client project authorities to verify the accuracy of the information provided</p>		
<b>M3</b>	<p>The contractor team proposed must have a minimum of 5 years of combined experience in the field of microgrids. For any relevant work experience, the Bidder must provide complete details as to where, when (month and year), and how (through which activities/responsibilities) the stated experience was obtained.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**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:

<b>Point Rated Requirements:</b>				
Item	Requirement	Points Breakdown	Max Points	Illustrated Compliance
<b>R1</b>	<p>The contractor team proposed should have a minimum of 2 years of combined experience in Northern policy/programs. For any relevant work experience, the Bidder must provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated experience was obtained.</p>	<ul style="list-style-type: none"> <li>• 2-5 years: 2</li> <li>• &gt;5 – 10 years: 4</li> <li>• &gt;10 – 15 years: 6</li> <li>• &gt;15 - 20 years: 8</li> </ul>	<b>8</b>	



<b>Point Rated Requirements:</b>				
<b>Item</b>	<b>Requirement</b>	<b>Points Breakdown</b>	<b>Max Points</b>	<b>Illustrated Compliance</b>
<b>R2</b>	The contractor team proposed should have a minimum of 2 years of combined experience in renewable energy and/or energy efficiency research, demonstration or deployment projects. For any relevant work experience, the Bidder must provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated experience was obtained.	<ul style="list-style-type: none"> <li>• 2 – 5 years: 2</li> <li>• &gt;5 – 10 years: 4</li> <li>• &gt;10 – 15 years: 6</li> <li>• &gt;15 - 20 years: 8</li> </ul>	<b>8</b>	
<b>R3</b>	The contractor team proposed should have a minimum of 2 years of combined experience in the remote and Indigenous communities field, including engagement, project planning/management, and data collection. For any relevant work experience, the Bidder must provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated experience was obtained.	<ul style="list-style-type: none"> <li>• 2 – 5 years: 2</li> <li>• &gt;5 – 10 years: 4</li> <li>• &gt;10 – 15 years: 6</li> <li>• &gt;15 - 20 years: 8</li> </ul>	<b>8</b>	
<b>R4</b>	The contractor team proposed should provide the following information about their experience interpreting financial statements; - summary/description (5 points) - scope/complexity (5 points)	5: excellent, 4: very good, 3: good, 2: fair, 1: poor, 0: unsatisfactory  A maximum of 5 points will be awarded for each the summary/description and the scope/complexity	<b>10</b>	
<b>R5</b>	The contractor team proposed should have a minimum of 2 years of combined experience working with utilities which serve Northern or remote communities such as reviewing/assessing/developing business models and regulatory environments.	<ul style="list-style-type: none"> <li>• 2 – 5 years: 2</li> <li>• &gt;5 – 10 years: 4</li> <li>• &gt;10 – 15 years: 6</li> <li>• &gt;15 - 20 years: 8</li> </ul>	<b>8</b>	



<b>Point Rated Requirements:</b>				
<b>Item</b>	<b>Requirement</b>	<b>Points Breakdown</b>	<b>Max Points</b>	<b>Illustrated Compliance</b>
	For any relevant work experience, the Bidder must provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated experience was obtained.			
<b>R6</b>	<p>The contractor team proposed should have a minimum of 2 years of combined experience working with Provincial/Territorial governments which serve Northern or remote communities, such as participating in or facilitating engagement sessions and exchanging data.</p> <p>For any relevant work experience, the Bidder must provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated experience was obtained.</p>	<ul style="list-style-type: none"> <li>• 2 – 5 years: 2</li> <li>• &gt;5 – 10 years: 4</li> <li>• &gt;10 – 15 years: 6</li> <li>• &gt;15 - 20 years: 8</li> </ul>	<b>8</b>	
<b>R7</b>	<p>The contractor team proposed should have a minimum of 2 years of combined experience in Northern or Indigenous policy issues.</p> <p>For any relevant work experience, the Bidder must provide complete details as to where, when (month and year), and how (through which activities/responsibilities) the stated experience was obtained.</p> <p>For any relevant work experience, the Bidder must provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated experience was obtained.</p>	<ul style="list-style-type: none"> <li>• 2-5 years: 2</li> <li>• &gt;5 – 10 years: 4</li> <li>• &gt;10 – 15 years: 6</li> <li>• &gt;15 - 20 years: 8</li> </ul>	<b>8</b>	
<b>R8</b>	The quality and clarity of the proposal will be assessed according to the following criteria:	1. Structure, where the compatibility between the structure of the document and that outlined in the	<b>4</b>	



<b>Point Rated Requirements:</b>				
<b>Item</b>	<b>Requirement</b>	<b>Points Breakdown</b>	<b>Max Points</b>	<b>Illustrated Compliance</b>
		assessment criteria (1 point) 2. Ease with which relevant information can be obtained (1 point) 3. Format (1 point) 4. Overall clarity of information (1 point)		
<b>Total Points Available</b>			<b>62</b>	
<b>Total Points Minimum to be Considered Compliant (60%)</b>			<b>37</b>	

The evaluation grid described below will be used to evaluate the bidders' proposals based on each rated criterion.

<b>EVALUATION GRID</b>	
<b>Excellent (100%)</b>	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.
<b>Very good (80%)</b>	The information provided clearly shows the bidder fully understands all elements of the rated criteria.
<b>Good (60%)</b>	The information provided clearly shows the bidder fully understands certain but not all elements of the rated criteria.
<b>Unsatisfactory (40%)</b>	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.
<b>Poor (20%)</b>	The information provided shows that the bidder has a basic understanding of the specified criteria.
<b>Unacceptable (0%)</b>	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.

Milestone #	Description of Milestone	Firm Price (Applicable Taxes Excluded)
1 to 9	Report on the impacts and opportunities associated with clean energy projects for utilities serving remote communities across Canada.	\$ _____
<b>Total Firm Price for Financial Proposal Evaluation:</b>		\$ _____