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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 and the Basis of Payment.

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

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to perform a full analysis of impacts and fuel savings attributions related to the SmartWay program. A Dashboard or Database in-tool will be designed to reflect the newly devised partner benefits methodology with a focus on automation.

Period: From Date of Contract Award to December 31, 2022.

Deliverables will be delivered to the project authority by email.

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

- **In the complete text content (except Section 1 and 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8:** Delete entirely.
- **Subsection 2 of Section 8:**
Delete: The only acceptable email address to use with epost Connect for responses to bid solicitation issued by PWGSC headquarters is: tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca, or, if applicable, the email address identified in the bid solicitation. The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
Insert: The only acceptable email address to use with epost Connect for responses to bid solicitation issued by NRCan is: procurement-appvisionnement@NRCan-RNCan.gc.ca
- **Under Subsection 2 of Section 20:** Not applicable

Subsection 5.4 of **2003**, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to the Natural Resources Canada (NRCan) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation.

NRCan Bid Receiving Unit:

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

procurement-appvisionnement@NRCan-RNCan.gc.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 \(Subsection 2 of Section 08\)](#), or to send bids through an ePost Connect message if the bidder is using its own licensing agreement for ePost Connect.

IMPORTANT: It is requested that you write the bid solicitation number in "Subject" of the email:

NRCan 5000064427 - SmartWay Program Effectiveness

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

The onus is on the Bidder to ensure that the bid is submitted correctly using epost Connect service. 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.

Due to the nature of the bid solicitation, bids transmitted by mail or facsimile to NRCan 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.

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

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will



be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Basis for Canada's Ownership of Intellectual Property

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

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

- To generate knowledge and information for public dissemination.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must 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 PDF File)

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

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

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

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

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

Section I: Technical Bid

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

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

Section II: Financial Bid

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

Exchange Rate Fluctuation

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



Section III: Certifications

Bidders must submit the certifications 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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 *Technical Evaluation*

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

4.1.2 *Financial Evaluation*

Mandatory financial criteria are included in Appendix #1 – Evaluation Criteria.

4.2 Basis of Selection

4.2.1 *Highest Rated Within Budget*

- 1. To be declared responsive, a bid must:
 - a. Comply with all the requirements of the bid solicitation;
 - b. Meet all mandatory technical criteria;
 - c. Obtain the required minimum of 17 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 28 points; and
 - d. Comply with the maximum funding requirement.

The **maximum funding available** for the Contract resulting from the bid solicitation is **\$140,000.00** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.



- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: _____

OR

Name of each member of the joint venture:

- Member 1: _____
- Member 2: _____
- Member 3: _____
- Member 4: _____

Identification of the administrators/owners:

SURNAME	NAME	TITLE

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](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: 2019-01](#) 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
_____	_____
_____	_____

5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
- i) a band as defined by the Indian Act
 - ii) a sole proprietorship
 - iii) a limited company
 - iv) a co-operative
 - v) a partnership
 - vi) a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.



- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above.

Signature

Date



PART 6 - SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this requirement.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "____" 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 (2021-12-02), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

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

7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

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.

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 Award to **December 31, 2022**.

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: **Raymond Thai**
Title: Procurement Specialist
Organization: Natural Resources Canada
Address: 580 Booth Street, Ottawa, ON K1A 0E4
Telephone: 343-543-7427
E-mail address: raymond.thai@NRCan-RNCan.gc.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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.9 Payment

7.9.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex “B” for a cost of \$ _____ (to be provided at contract award). Customs duties are included and Applicable Taxes are extra.



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

7.9.2 Method of Payment

Milestone Payments

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

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

7.10 Invoicing Instructions

Invoices shall be submitted using one of the following methods:

<p><u>E-mail:</u></p> <p>Invoicing-Facturation@nrcan-rncan.gc.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted</p>
OR
<p><u>Fax:</u></p> <p>Local NCR region: 613-947-0987</p> <p>Toll-free: 1-877-947-0987</p> <p>Note: Use highest quality settings available.</p>

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

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

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



7.11 Certifications and Additional Information

7.11.1 Compliance

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

7.12 Applicable Laws

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

7.13 Priority of Documents

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

- a) the Articles of Agreement;
- b) the supplemental general conditions **4007** (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information);
- c) the general conditions **2010B** (2021-12-02) Professional Services - Medium Complexity;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Contractor's bid dated _____, *(to be inserted at contract award)*

7.14 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

OR

SACC Manual clause **A2001C** (2006-06-16), Ressortissants étrangers (entrepreneur étranger)

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.



ANNEX “A” - STATEMENT OF WORK

SW.1.0 TITLE

SmartWay Program Effectiveness

SW.2.0 BACKGROUND

Originally administered by the United States Environmental Protection Agency (EPA), the SmartWay program was launched in Canada in 2012 to help reduce fuel costs, emissions, and increase efficiency in the transportation industry.

The SmartWay Transport Partnership is a collaboration designed to help businesses reduce fuel costs while transporting goods in the cleanest most efficient way possible. SmartWay works with freight carriers and shippers committed to benchmarking their operations, tracking their fuel consumption and improving their annual performance. More than 3,900 North American companies have signed on to the SmartWay Transport Partnership, and are invested in reducing fuel costs, improving efficiency, and encouraging best practices in their freight supply chains. Upon joining SmartWay, partner companies submit operating and emissions data using the SmartWay tool, which establishes their baseline measure. SmartWay provides partners with information and resources to improve fuel efficiency, which companies are then able to decide whether to follow. Companies continue to submit operating and emissions data on a voluntary basis for each following year. The SmartWay tool tracks the company’s fuel efficiency and generates a benchmarking report that outlines the company’s key performance indicators relative to other partners. SmartWay must also report on annual fuel savings attributable to the program. SmartWay currently uses a comparative methodology, where new partners data is compiled to simulate an industry average baseline for fuel usage. The program then compares returning partner fuel-use data back to the baseline to obtain the total fuel savings that can be attributed to the program.

SW.3.0 OBJECTIVE

The SmartWay program currently reports its annual fuel savings in petajoules through an internal reporting system the *Better Energy Efficiency Reporting System* (BEERS). The comparative methodology currently used to calculate the baseline average is in need of a full review in order to re-adjust and reflect the “Global” and full impact of the program. An update and improvement of the current partners benefit dashboard is also needed as to reflect the newly adopted methodology that will be devised through the current project. SmartWay is looking to improve upon its current manual model to an automatically generated calculation system for annual partner fuel savings and other data sets, and thus limiting the possibility of error. Another problem is that current fuel savings model only captures the savings for truck carrier partners.

SW.4.0 PROJECT REQUIREMENTS

The Contractor will acquire an in-depth understanding of the Greening Freight Programs, the SmartWay tools, SmartWay database and current comparative partner benefits calculation methodology. A new or revised partner benefits methodology will be presented and shall be approved by the NRCan project authority. The contractor will perform a full analysis of impacts and fuel savings attributions related to the SmartWay program. A Dashboard or Database in-tool will be designed to reflect the newly devised partner benefits methodology with a focus on automation.



SW.4.1 Tasks, Deliverables and Milestones

Task and Milestone #1:

a. Program Overview

- The contractor will familiarize with the Greening Freight Program: SmartWay, SmartDriver and the Green Freight Assessment Program. The focus will be on the SmartWay Program.
- An analysis of the current Partners Benefit Comparative Methodology will be performed.
- An overview of best practices from other programs will be performed.

b. Methodology Proposal

- The contractor shall propose an in-depth path forward.
- A proposal of a Global Benefits Methodology Calculation approach will be presented to and shall receive the NRCan project authority approval to be deemed “completed”. The proposed Global Benefits Methodology shall include aspects such as partners’ investment decision attributions and the Greening Freight Programs influence and attributions.

Deliverable: Methodology Approach Proposal

Task and Milestone #2:

a. Data Assessment

- NRCan will provide the contractor with an overview of the SmartWay tools, and data deriving from the database (which is non-Protected).
- The structure and organization of the data will be reviewed and the current methodology will be analyzed.
- Feasible recommendations on data capturing shall be provided by the contractor.

b. Data Cleansing

- For modelling purposes, the contractor will clean and render the data in a format capable for transferring into the database.
- Categorizing the data into datasets, as well as dealing with inconsistencies and outliers.

c. Web Data Scraping

- Use of tools to extract freight transportation industry fuel consumption data from the web to help develop a more accurate baseline.
- Collecting non SmartWay partner fuel use, total kilometers, average payload and other relevant data that would help develop a stronger, more accurate baseline.

d. Industry Two-Way Discussions

- The contractor will conduct discussions with SmartWay partners and non partners freight stakeholders that have been pre-approved by NRCan. Identifying freight stakeholders’ data needs by way of a two-way discussion.

*Flexibility MUST be built into the design of the discussions to allow adaptation or accommodation to be easily integrated for persons with disabilities (e.g. speech to text/text to speech technology, sign-language interpretation for the hearing impaired).



e. Initial draft summary report

- The interim report should summarize the issues in data quality, and identify the weakness of SmartWay's current methodology for calculating fuel savings.
- Explain how industry fuel consumption data was retrieved and what was found.

Deliverable: Interim Report

Task and Milestone #3:

a. Modeling

- The contractor will develop an industry/baseline model calculation that would be used for determining annual fuel savings.
- This model will preferably include a forecasting measurement, and will be used as a standardized calculation for each year.

b. Fuel savings dashboard or in-tool feature

- The contractor will produce an automated dashboard system that is capable of calculating annual fuel savings and forecasts.
- This feature will likely be generated via a link to an Excel spreadsheet, a web base application or directly in the SmartWay database.
- The Dashboard or Database in-tool will provide the following automatic functionalities:
 - Generate calculated fuel savings value in petajoules for truck carriers, shippers, and logistics companies by linking automatically to an exported file from the SmartWay database, or the database directly;
 - Graphically display fuel consumption trends for the freight transportation industry and SmartWay partners;
 - Display additional information such as the number of new and returning partners, the number of trucks per class, total fuel used, total litres per tonne-Km, and tonne-Km ;
 - Will feature year over year and total performance esthetical pleasing quick display.
 - Shall have real-time updates and reports capabilities.
 - Will have data export to Excel capabilities.
 - Incorporate any suggestions made by the contractor and approved by NRCan project authority.
- An in-tool feature would involve using a model that could be embedded in the SmartWay database, which will automatically generate various predetermined reports.

c. Technical Documentation

- The contractor will provide a user manual in Word format for newly produced dashboard.

Deliverable: Dashboard OR Database in-tool feature



Task and Milestone #4:

The Contractor will compile a final report based on the following:

- An extension of the interim report;
- The final report must include an explanation of the model itself and how it was constructed;
- Justification of steps and assumptions taken;
- The report must include quantitative and qualitative findings.
- Impact of program
- Findings presentation
- The contractor will develop an industry/baseline model calculation that would be used for determining annual fuel savings.
- This model will preferably include a forecasting measurement, and will be used as a standardized calculation for each year.

Deliverable: Final summary report

SW.4.2 Deliverables Schedule

Task	Milestone	Delivery Date*
Project initiation meeting	#1	Within 2 weeks after contract awarded
Monthly updates meeting		
Task #1 – Methodology Approach Proposal		1 month after contract awarded
Task #2 – Interim Report	#2	2 months after contract awarded
Task #3 – Dashboard/Database in-tool feature	#3	8 months after contract awarded
Task #4 – Final Report	#4	December 31, 2022

***Dates are considered tentative and could be modified prior to Contract Award.**

SW.4.2 Method and Source of Acceptance

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

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor’s Obligations

In addition to the obligations outlined in SW 3-4 of this Statement of Work, the Contractor must:

- Return all materials belonging to NRCan upon completion of the Contract;
- Submit all written reports in hard copy and electronic Microsoft Office Word or Corel WordPerfect format;



- Attend meeting with stakeholders, if necessary;
- Participate in teleconferences, as needed;

SW.5.2 NRCan's Obligations

The Project Authority will provide the supplier with relevant non-Protected data from the SmartWay Database that is required to perform the work under this requirement.

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

The work shall be conducted at the Contractor's regular place of business. Deliverables will be delivered to the project authority by email.

SW.5.4 Language of Work

All deliverables must be submitted in English. Correspondence with NRCan may be in the contractor's official language of choice.



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

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

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



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 Criteria	Proposal Page #
<p>M1</p>	<p>The Bidder MUST possess current and previous* experience with data analysis and statistical modeling, demonstrated by providing a minimum of three (3)** written project summaries.</p> <p>Within each project summary provided, Bidders MUST indicate:</p> <ol style="list-style-type: none"> 1. Name of the client organization; 2. A brief description of the scope of services provided; 3. Dates and duration of the project; <p>*Current and previous: Within the last five (5) years from the date of bid solicitation closing on Page #1 of the RFP.</p> <p>**NRCan reserves the right to evaluate three (3) project summaries. If more than three (3) project summaries are submitted, NRCan will evaluate based on the order presented within the technical bid.</p> <p>Mandatory Technical (M1) can be evaluated against Point-Rated (R1).</p>	
<p>M2</p>	<p>The Bidder’s proposed Project Team Leader MUST have a minimum of five (5) years of experience with data analysis, statistical modelling, and performance measurement, demonstrated through the Curriculum Vitae (CV) of the Project Team Leader.</p> <p>Mandatory Technical (M2) can be evaluated against Point-Rated (R2).</p>	
<p>M3</p>	<p>The Bidder’s proposed Project Team Members (excluding the Project Team Leader) MUST have a combined total of five (5) years of experience in data analysis, statistical modelling, and performance measurement, demonstrated through a Curriculum Vitae (CV) for EACH proposed Project Team Members.</p> <p>Mandatory Technical (M3) can be evaluated against Point-Rated (R3).</p>	



Item	Mandatory Criteria	Proposal Page #
M4	<p>The Bidder MUST demonstrate experience in Dashboard design, production and implementation by providing two (2)* recent** project summaries</p> <p>Within each project summary provided, Bidders MUST indicate:</p> <ol style="list-style-type: none">1. Name of the client organization;2. A brief description of the scope of services provided;3. Dates and duration of the project; <p>*NRCan reserves the right to evaluate two (2) project summaries. If more than two (2) project summaries are submitted, NRCan will evaluate based on the order presented within the technical bid.</p> <p>**Completed within the last five (5) years from the date of bid solicitation closing on Page #1 of the RFP.</p>	
M5	<p>The Project Team Members MUST each have a university degree or college diploma from a recognized university or college in the area of:</p> <ul style="list-style-type: none">• Mathematics;• Analytics;• Statistics; <p>OR</p> <p>A combination of training and a minimum of three (3) years of combined experience in the area of data analysis and statistical modelling, demonstrated through a Curriculum Vitae (CV).</p>	
M6	<p>Bidders MUST include within their proposal a detailed Curriculum Vitae (CV) for EACH proposed resource named in their proposal.</p> <p>CVs MUST include the following:</p> <ol style="list-style-type: none">1. A detailed description of the proposed resource's work experience (indicated in years/months); and2. Educational and professional designation attainments, and all other academic credentials for each proposed resource;	



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:

Item	Point Rated Technical Criteria	Points Breakdown	Maximum Points
<p>R1</p>	<p>Project Summaries</p> <p>For each of the three (3) Project Summaries submitted under Mandatory Technical (M1), the Bidder should address the following components from tasks #2a, #3a and #3b from Annex “A” – Statement of Work (SOW):</p> <p>Task #2a: Data Assessment</p> <p>Task #3a: Modelling</p> <p>Task #3b: Dashboard or in-tool feature</p>	<p>A maximum of six (6) points will be awarded as follows for EACH project summary:</p> <p>Task #2a (Data Assessment) addressed – 2 points</p> <p>Task #3a (Modelling) addressed – 2 points</p> <p>Task #3b (Fuel savings dashboard or in-tool feature) addressed – 2 points</p> <p>Point-Rated (R1) can be evaluated against Mandatory Technical (M1)</p>	<p>18</p>
<p>R2</p>	<p>Bidder’s proposed Project Lead Experience in Data Analysis, Statistical Modelling and Performance Measurement.</p> <p>The Bidder’s proposed Project Lead should possess a minimum of six (6) years of experience in Data Analysis, Statistical Modelling and Performance Measurement, demonstrated through the</p>	<p>A maximum of five (5) points will be awarded as follows:</p> <p>≥6 – 7 years – 1 point</p> <p>≥7 – 8 years – 2 points</p> <p>≥8 - 9 years – 3 points</p> <p>≥9 - 10 years – 4 points</p> <p>>10 years – 5 points</p> <p>Point-Rated (R2) can be evaluated against Mandatory Technical (M2)</p>	<p>5</p>



	Curriculum Vitae (CV) of the Project Team Leader.		
R3	<p>Bidder’s proposed Project Team (excluding Project Lead) Experience in Data Analysis, Statistical Modelling and Performance Measurement.</p> <p>The Bidder’s proposed Project Team should possess more than a minimum of six (6) years of cumulative experience in Data Analysis, Statistical Modelling and Performance Measurement, demonstrated through the Curriculum Vitae (CV) of EACH Project Team Members</p>	<p>A maximum of five (5) points will be awarded as follows:</p> <p>≥6 – 7 years – 1 point ≥7 – 8 years – 2 points ≥8 - 9 years – 3 points ≥9 - 10 years – 4 points >10 years – 5 points</p> <p>Point-Rated (R3) can be evaluated against Mandatory Technical (M3)</p>	5
Total Points Available			28
Minimum Points Required (60%)			17



2. Financial Criteria

2.1 Mandatory Financial Criteria

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

MANDATORY FINANCIAL CRITERIA

The maximum funding available for the Contract resulting from the bid solicitation is **\$140,000.00** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

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

Item	Mandatory Criteria	Proposal Page #
MF1	The total cost of the Bidder's financial proposal must not exceed \$140,000.00 CAD (Applicable Taxes extra)	



APPENDIX "2" - FINANCIAL PROPOSAL FORM

Firm Price - Milestone Payments

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

Milestone #	Description of Milestone	Firm Price (Applicable Taxes Excluded)
1	Milestone #1 (upon completion of Task #1 – Methodology Approach Proposal) Within one (1) month after Contract award.	\$ _____
2	Milestone #2 (upon completion of Task #2 – Interim Report) Within two (2) months after Contract award.	\$ _____
3	Milestone #3 (upon completion of Task #3 – Dashboard/Database in-tool feature) Within eight (8) months after Contract award.	\$ _____
4	Milestone #4 (upon completion of Task #4 – Final Report) To be completed by December 31, 2022.	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____