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Natural Resources Canada / Ressources naturelles Canada

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Request for Proposal (RFP)
Demande de proposition (DDP)

Proposal To: Natural Resources Canada We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à: Ressources Naturelles Canada Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments – Commentaires

Issuing Office – Bureau de distribution Natural Resources Canada / Ressources naturelles Canada Finance and Procurement Management Branch 5320 122 Street NW Edmonton, AB T6H 3S5

National Stakeholder Engagement on I Innovation & Energy Regulation for Ne Pathways in Canada		
Solicitation No. – No de Date		
NRCan-5000073423	August 23, 2023	
Requisition Reference No N° de 178005		
Solicitation Closes – L'invitation p at – à 2 p.m. Mountain Daylight T on – le September 25, 2023		
Address Enquiries to: - Adresse to	utes questions à:	
Moira.Farkas@NRCan-RN0	Can.gc.ca	
Telephone No. – No de telephone		
403-462-1162		
Destination – of Goods and Services Destination – des biens et services		
Destination – des biens et services).	
580 Booth Street		
Ottawa, ON K1A 0E4		
NIA VET		
Security - Sécurité		
THERE ARE SECURITY REQUIRED ASSOCIATED WITH THIS REQUIRED		
Vendor/Firm Name and Address Raison sociale et adresse du fourn l'entrepreneur	iisseur/de	
Telephone No.:- No. de téléphone: Email – Courriel :		
Name and Title of person authorize behalf of Vendor/Firm (type or prin Nom et titre de la personne autoris nom du fournisseur/de l'entrepren écrire en caractères d'imprimerie)	t) ée à signer au	
Signature	Date	

Title - Sujet



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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.

By signing its bid, the bidder confirms that they have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and certifies that:

- The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation:
- 2. This bid is valid for the period requested in the bid solicitation;
- 3. All the information provided in the bid is complete, true and accurate; and
- 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

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, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment and the Security Requirements Checklist.

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for....

- 1.2.1 NRCan is seeking a qualified contractor to undertake a series of engagement sessions with downstream energy system actors to examine the specific actor needs across Canada over the course of approximately 6 months. Specifically, to, (1) better understand characteristics of and contributing factors to different regulatory challenges as experienced by actors in the downstream energy sector. Then (2) identify which opportunities to leverage or develop to address those challenges systemically through federal programming.
- 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 Contract Security Program of Public Works and Government Services Canada (http://www.tpsqc-pwqsc.gc.ca/esc-src/introduction-eng.html) website.
- 1.2.3 This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- In the complete text content (except Section 1 and 3)

Delete: Public Works and Government Services Canada" and "PWGSC"

Insert: "Natural Resources Canada." and "NRCan"

- At 02 Procurement Business Number:

Delete: "Suppliers are required to" **Insert:** "It is suggested that suppliers"

- At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service,

article 1:

Delete: in its entirety

 At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2a:

Delete: The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC headquarters is: tpsgc.pareceptiondessoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca. or, if applicable, the email address identified in the bid solicitation.

Insert: The only acceptable email address to use with CPC Connect for responses to bid solicitation issued by NRCan is: procurement-approvisionnement@NRCan-RNCan.gc.ca

 At 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2b:

Delete: "six business days" **Insert**: "five business days"

- At 20, Further information, article 2b:

Delete: in its entirety

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 180 days

2.2 Submission of Bids

by CPC Connect only

Bidders must submit all proposals using the Canada Post Canada (CPC) Connect service. Given the current constraints on NRCan's networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation.

Bids must be submitted no later than the date and time indicated on page 1 of the bid solicitation.

Only bids submitted using CPC Connect service will be accepted.

At least five (5) business days before the bid solicitation closing date, it is necessary for the Bidder to send an email requesting to open CPC Connect conversation to the following address:

procurement-approvisionnement@NRCan-RNCan.gc.ca

Note 1: Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open CPC Connect conversation, as detailed in the Standard Instructions <u>2003 (article 08, paragraph 2)</u>, or to send bids through CPC Connect message if the bidder is using its own licensing agreement for CPC Connect.

Note 2: Send as early as possible in order to ensure a response, Requests to open a CPC Connect conversation received after that time may not be answered.

<u>IMPORTANT:</u> It is requested that you write the bid solicitation number in "Subject" of the email: *NRCan-5000073423* National Stakeholder Engagement on Federal Supports for Innovation & Energy Regulation for Net-Zero Emissions Pathways in Canada

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 CPC 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 email, mail or facsimile to NRCan will not be accepted.

2.3 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 <u>Financial Administration Act</u>, 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 <u>Public Service Superannuation</u>
<u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u>
<u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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;
- number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except

where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 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.

2.6 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) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 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 <u>Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts</u>

- 1. Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:
 - 4.1 To generate knowledge and information for public dissemination.
- 2. Where the Foreground IP consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

2.8 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

 The Bidder must submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately saved documents as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

Section IV: Additional Information

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

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

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

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

3.1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Appendix "X".

3.1.2 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.

3.1.1 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.1.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

3.1.1.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> 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.

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

4.1.2.1 Mandatory Financial Criteria

Mandatory financial evaluation criteria are included in Appendix "2" - Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

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 78 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 131 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)					
	Bidder 1 Bidder 2 Bidder 3				
Overall Techn	ical Score	115/135	89/135	92/135	
Bid Evaluated	d Price \$55,000.00 \$50,000.00 \$45,000		\$45,000.00		
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70	
Pricing Score		45/55 x 30 = 24.55	45/50 x 30 = 27	45/45 x 30 = 30	
Combined Rat	ting	84.18	73.15	77.70	
Overall Rating	1	1 st	3rd	2nd	

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

5.1.2.2 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 supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.
Our Company <u>is NOT an Aboriginal Firm</u>
Our Company is an Aboriginal Firm, as identified above.

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 <u>Ineligibility and Suspension Policy</u> (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:	- - -
Member 4.	_

Identification of the administrators/owners/Board of Directors:

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 website.

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 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

5.2.3.3 Former Public servant

Former Public Servants	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?
See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Yes No If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?
	Yes No If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
SIGNATURE for CERTIFICATION The Contractor certifies having read and understood the	a information included in the present document and
acknowledges receipt.	s information included in the present document and
Name	Date
Signature of Authorized Representative	

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- 1. Before award of a contract, 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;
 - d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part–7 Resulting Contract Clauses;
 - e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part–3 Section IV Additional Information.
- Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a
 contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion
 of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

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 wi	th the Statement	of Work at Annex "	'" and the
Contractor's technical bid entitled,	dated	·		

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract. [If 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:

<u>4007</u> (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

7.3.2 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 178005

- 1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding Capability at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor 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 MUST NOT utilize its facilities to process, produce, or store PROTECTED information or assets until the CSP, PWGSC has issued written approval.
- 4. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
- 5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 6. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex "C";
 - (b) Contract Security Manual (Latest Edition).

7.3.3 Contractor's Sites or Premises Requiring Safeguarding Measures

7.3.3.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up to date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

7.3.3.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

7.4 Term of Contract

	7.4.1	Period	of the	Contract
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The period of the Contract is from date of Contract to inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Moira Farkas Title: Procurement Officer Natural Resources Canada Procurement Services Unit

Address: 5320 122 Street NW, Edmonton, AB T6H 3S5

Telephone: 403-462-1162

Work.

E-mail address: moira.farkas@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.

or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.
7.5.2 Project or Technical Authority
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.
7.5.3 Contractor's Representative
Name: Title: Organization: Address: Telephone: E-mail address:
7.6 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.
7.7 Payment
7.7.1 Basis of Payment - Firm Price
In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in in Annex "B" for a cost of \$ 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

7.7.2 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.

7.8 Invoicing Instructions

Invoices shall be submitted using the following method:

E-mail:
Invoicing-Facturation@nrcan-rncan.gc.ca
Note: Attach "PDF" file. No other formats will be accepted

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

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

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

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

7.11 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 <u>4007</u> (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions <u>2035</u> (2022-12-01), General Conditions Higher Complexity Services;
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Security Requirements Check List;
- (h) the Contractor's bid dated .

7.12 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) Foreign Nationals (Foreign Contractor)

7.13 Insurance - No Specific Requirement

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.

7.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

Canada

ANNEX "A"

STATEMENT OF WORK

National Stakeholder Engagement on Federal Supports for Innovation & Energy Regulation for Net-Zero **Emissions Pathways in Canada**

BACKGROUND

Actors in Canada's energy sector consistently report challenges related to obtaining regulatory approval for technological solutions that would be implemented under economic regulation to modernize the electricity grid and natural gas distribution system in support of Canada's net-zero emissions by 2050 targets. Provincial and territorial energy regulators are exploring pathways to supporting investments in innovation through regulation and are interested in implementing new approaches to evaluating and encouraging such projects leading to greater customer value, while also respecting legislated mandates. The potential role of 'innovation sandboxes' to better address regulatory and non-regulatory issues that are blocking innovation and the adoption of solutions at scale are also being explored by stakeholders in support of an energy system transformation aligned with net-zero by 2050 emission targets in Canada.

The Innovation and Electricity Regulation Initiative seeks to better leverage the insight and results from federal electricity grid modernization and natural gas distribution system research, development, and deployment programs in response to stakeholder needs within regulatory processes. The engagement will employ collaborative methods to enable the federal government to better respond to the needs of provincial and territorial regulators as it relates to evaluating innovation and projects proposed under transition pathways to 2050. The project will consider options both within existing regulatory constructs and under potential future regulatory and policy frameworks. For example, as a result of insights from this engagement project, NRCan plans to explore new approaches to evaluating innovative energy system projects to generate data to help inform benefit/cost models that evaluate business cases for wider deployment of successful innovations in support of net-zero by 2050 targets from a regulatory context. In addition, NRCan will consult with interested regulators, provincial and territorial governments, and energy stakeholders to develop options to accelerate grid modernization within regulatory constructs in support of a high-electrification future.

Ultimately, this initiative will produce a framework for enhancing federal programs to support provincial and territorial processes that can accelerate grid modernization and scale innovative solutions for the energy sector transformation in Canada. Specifically, this framework will be derived from insights on:

- The relevant actors (e.g., utilities, private sector companies, policy makers) in the downstream energy sector² and their respective roles and requirements for enabling innovations (e.g., technologies, services, customer and business models, market designs, system operations) to achieve net-zero commitments:
- Key examples and case studies of utility and regulatory developments in regulatory energy innovation;
- The enabling factors for establishing processes and resources in regulatory structures to support downstream energy sector innovation;
- Additional supports required to enable energy innovation to achieve net-zero commitments; and
- The policy, regulatory, and market structure(s) required to enable actors in energy innovation.

 $^{^{1}}$ Innovation & Electricity Regulation Initiative as part of the Clean Tech Targeted Regulatory Review - Regulatory Roadmap https://www.nrcan.gc.ca/transparency/acts-and-regulations/forward-regulatory-plan/clean-technologytargeted-regulatory-review-regulatory-roadmap/23714#s5.2.2

² Downstream energy system refers to the conversion of energy into end products and to customer consumption. In the fossil fuel sector this refers to the conversion into end products (e.g., crude oil and natural gas into products). In the electricity sector, this refers to the distribution of electricity to end customers. This also includes independent system operators that operate wholesale electricity markets.

PROJECT OVERVIEW

NRCan is seeking a qualified contractor to undertake a series of engagement sessions with downstream energy system actors to examine the specific actor needs across Canada over the course of approximately 6 months. Specifically, to, (1) better understand characteristics of and contributing factors to different regulatory challenges as experienced by actors in the downstream energy sector. Then (2) identify which opportunities to leverage or develop to address those challenges systemically through federal programming. Insight from these sessions will help to inform the development of a framework to enhance federal programs to better support regulators and actors in their regulatory processes through our federal programming.

OBJECTIVES

The objectives of this Statement of Work are as follows:

To develop a detailed understanding of potential federal program mechanisms and related criteria for evaluating and measuring success of mechanisms to support downstream energy system stakeholders to meet net-zero emissions objectives in the current regulatory environment;

 To develop a detailed overview of stakeholder needs and their current and future roles in enabling netzero emissions objectives; and

Project Requirements

Tasks, Deliverables, Milestones and Schedule

To satisfy the above objectives, it is anticipated that tasks and deliverables will provide key insights on the role of downstream energy system actors and mechanisms to facilitate innovation in Canada's downstream energy sector to meet net-zero 2050 objectives, specifically:

- A summary of supports (e.g., data, information, mechanisms, processes) that are necessary for stakeholders to participate in energy innovation within Canada's various regulatory environments;
- A summary of the roles of actors, how these roles might change over time, and their specific needs;
 and
- A description and methodology on how Government of Canada programs can better serve regulators and respective regulatory processes in Canada's electricity sector.

The engagement sessions will involve engagement with key stakeholders in the energy sector, including:

- Provincial and territorial energy regulators;
- Provincial and territorial policymakers in the energy sector;
- Key private sector stakeholders;
- Key Government of Canada entities; and
- Downstream electric and gas utilities, key stakeholder associations and customer / community advocates.

Phase 1 of the engagements will involve key sector actors to validate and refine stakeholder needs. A preliminary needs assessment will be provided by NRCan.

Phase 2 of the engagements will use workshops to develop different program models, identify relevant selection and evaluation criteria, highlight how to measure success, and identify other federal supports. Both phases will receive feedback from a steering committee consisting of NRCan as well as external stakeholders, including Regulators. NRCan will establish the steering committee.

Phase 1

In this session the engagement outcomes will validate and refine NRCan's understanding of stakeholder roles and needs as they relate to:

Existing and potential federal policies and programming and related activities;

- Innovation in Canada's downstream energy sector related to electricity and electrification, as well as to emissions reductions in gaseous energy distribution, including but not limited to blending of renewables (RNG and H2); and
- Successful activities or initiatives in regulatory innovation from domestic and international energy sector case studies.

Phase 2

The second phase of engagement will involve targeted co-development sessions with key stakeholder groups to ideate, prototype, and test the drafted collaborative framework. These sessions will involve co-development exercises to gain detailed understanding on and develop recommendations for:

- Specific stakeholder needs for regulatory innovation to meet net-zero commitments and grid modernization efforts;
- Options for private and public funding models to support infrastructure and operational expenditures to advance grid modernization (e.g., CAPEX, OPEX, TOTEX models);
- Modified roles and responsibilities to meet the needs of actors to accelerate grid modernization;
- Measurements for how to track success in regulatory innovation and grid modernization;
- Specific information, mechanisms and processes that are necessary for stakeholders to innovate in this regulatory environment; and
- How the Government of Canada can provide support through policies, programming, collaboration, convening, or other mechanisms.

General Requirements

NRCan will provide feedback with the development of the engagement process. Responsibilities of the successful vendor will include the following:

- Technical logistics in the delivery of multiple online engagement sessions;
- Logistics of delivery of a final in-person workshop;
- Logistics of event management including the invitation and management of attendees;
- Development of facilitation guides;
- Provision of facilitators and note-takers for the event;
- Synthesis and delivery of key reports and findings from each engagement session;
- Delivery of associated briefing notes and outcome presentations from the synthesis report; and
- Development of a design-thinking methodology for to facilitate the workshop.

Milestone	Tasks	Deliverables	Time Schedule	Constraints
1	Workplan Development	 Research work plan development Summary of work plan and related briefings and presentations Coordination and feedback from steering committee 	1 month after Contract Award (October 2023)	NRCan provision of preliminary findings to be validated Steering committee member availability
2	Phase 1: Key Informant Engagement - Stakeholder Validation of Needs and Opportunities	 Material development and delivery of question guides and pre-reads Coordination and feedback from steering committee Engagement delivery & logistics Delivery of post-interview summary materials (briefing note, presentation and notes) 	1 month after milestone 1 (November 2023)	Stakeholder availability Steering committee member availability

3	Phase 2: Co- development workshop(s)	1. 2. 3. 4. 5.	Delivery of post-event summary Delivery of post-event updates and information to feed into post-engagement summary materials	Maximum 3 months after milestone 2 (November 2023 – January 2024)	Stakeholder availability Steering committee member availability.
4	Draft synthesis report & outcome documents	1. 2. 3.	Delivery of draft synthesis report tying together the findings of the engagement sessions and codevelopment exercises for comment. Coordination and feedback from steering committee Delivery of draft 2-page summary document for comment. Delivery of draft summary presentation for comment.	1 month after milestone 3 (February 2024)	Outcomes from stakeholder events
5	Final Deliverable: Synthesis report & Outcome documents	1. 2. 3.	Delivery of finalized synthesis report tying together the findings of the engagement sessions and co-develop exercises. Delivery of finalized 2-page summary document. Delivery of finalized summary presentation.	1 month after milestone 4 On or before March 31 2024	Outcomes from stakeholder events

Reporting Requirements

The vendor will be responsible to prepare and present a project timeline at the beginning of the project. The vendor is also responsible for regular updates to the project team including:

- A kick-off meeting with the project team;
- Regular progress meetings for 30 minutes with the project team. Timing to be determined by the Project Authority and the Vendor during the kick-off meeting;
- Pre-event approval meetings with project team approximately 1 month before each engagement session;
- Submission of report updates following each stakeholder event within 1 month of each stakeholder engagement session; and
- Results presentations following each co-design report within 1 month of each engagement session.

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.

Specifications and standards

Work will be delivered as described in the previous sections including:

(French and English).

- 1) All engagement sessions and workshops must be provided in both of Canada's official languages
- 2) All engagement sessions and workshops must meet the accessibility needs of participants (e.g., visual aids and/or speech to text, etc).
- 3) One engagement session with leading stakeholders. The vendor is required to develop the materials, agendas, and logistics for the engagement sessions, including the provision of staff to effectively deliver the event.
- 4) Six workshops with stakeholder groups. This will include key Government of Canada entities, regulators, utilities, Provincial / Territorial government actors, and private sector actors. The vendor is required to develop the materials, agendas, and logistics for the engagement sessions, including the provision of staff to effectively deliver the event.
- 5) Documents summarizing the stakeholder engagement sessions to summarize the engagement sessions listed above. This includes the following output documents:
 - a) A synthesis report following each engagement session and how it will shape the following engagements:
 - Key engagement session specifically, how their feedback will shape the codevelopment sessions
 - ii) Stakeholder engagement workshops 1 6 in particular, key information from these stakeholder groups that will fit into the main report
 - A synthesis report following the engagement events, summarizing the findings of the engagements and the development of a holistic collaboration framework. The report is to be delivered in PDF format following a standard report format (I.e., Background, introduction, methodology, results, discussion, policy and program recommendations conclusions);
 - c) A high-level 2-page document summarizing the key results and policy implications, which is to be released publicly; and
 - d) A presentation deck of key results, to be submitted in PPT file. The Vendor will also provide the results to the project team in the form of a formal presentation.

Technical, Operational, and Organizational Environment

In order to fulfil the key requirements for this statement of work, the following elements related to the technical, operational, and organizational environments should be noted.

Technical Environment

Meetings with the Project Authority and the delivery of the national engagement sessions will be delivered virtually. The Vendor is responsible for providing the relevant logistics expertise and software capabilities to successfully facilitate these events.

Operational Environment

To facilitate these national engagement sessions, the Vendor will be required to provide materials and have the capabilities to deliver the event in both French and English.

Organizational Environment

The Project Authority will have final approval authority on all matters related to the fulfillment of this work. This involves the engagement agendas, materials, registration lists, final reports and outcome documents.

Other terms and conditions of the statement of work

Contractor Obligations

In addition to the obligations outlined in the previous sections of this Statement of Work, the Contractor shall:

- 1) Keep all documents and proprietary information confidential;
- 2) Return all materials belonging to NRCan upon completion of the Contract;
- 3) Submit all written reports in electronic Microsoft Office Word or Power Point and PDF format;
- 4) Attend meeting with stakeholders, if necessary; and
- 5) Participate in teleconferences, as needed.

NRCan's Obligations

To support this SOW, NRCan shall provide:

- Access to departmental materials, government and departmental policies and procedures, publications, reports, studies, etc.;
- Access to online meeting software, where applicable;
- Access to a staff member who will be available to coordinate activities;

- Provide comments on draft reports within five (5 working days); and/or
- Provide other assistance or support.

Estimated Period of the contract

The estimated period of the contract is 6 months from the date of Contract Award.

Location of work, work site, and delivery point

The work is expected to be completed at the contactor's place of business. The work will be delivered virtually through the delivery of the engagement sessions and delivery of final reports and outcome materials.

Language of work

The work will be conducted predominantly in English; however, the engagement sessions and workshops will need to be facilitated and delivered in both French and English.

Required resources or types of roles to be performed

The roles to be performed by the Contractor's resources as well as specific expertise or minimum requirements for each role are outlined in the sections below.

The Contractor will be required to deliver the engagement sessions as described in the aforementioned sections. As an outcome of this process, the Vendor will be required to provide and perform:

- A Software and virtual platform for virtual engagement;
- Staff for the delivery of the engagement events;
- Communication and delivery of event invitations and coordination of event logistics;
- The development and delivery of the engagement event materials (e.g., presentations, pre-reads, and related correspondence); and
- The development and delivery of post-engagement reports and outcome documents, including related briefing notes and presentations.

The Contractor will be required to identify their relevant skills and experience in delivering these types of events as per the instructions in the RFP. In their application, Contractors should identify whether they have relevant experience, skills and access related to:

- Design and delivery of stakeholder engagement sessions;
- Writing of post-engagement reports;
- Experience with design-thinking methodologies for workshops;
- Experience with co-development processes;
- Experience and skills related to qualitative research methodologies;
- Experience and skills related to writing synthesis reports, briefing notes, and presentations;
- Access to software and platforms for the delivery of virtual engagement sessions;
- Experience and skills related to the delivery and logistics of virtual and in-person workshops; and
- Experience with and knowledge of the energy regulatory environment in Canada.

References

Please provide references from at least two current/recent customers/clients for whom you have provided similar services. NRCan reserves the right to contact the references for validation and confirmation.

Accessibility

In accordance with the Policy on the Planning and Management of Investments - https://www.tbs-sct.canada.ca/pol/doc-eng.aspx?id=32593; Directive on the Management of Procurement - https://www.tbs-sct.canada.ca/pol/doc-eng.aspx?id=32692) and the Accessible Canada Act, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, Bidders must highlight all the accessibility features and components of their proposal for the requirement described in the Statement of Work (SOW).

Canada

RFP # NRCan-5000073423

Diversity

Natural Resources Canada is committed to making our Department more inclusive for everyone and fostering an equitable workplace culture that values diversity and creates an environment that is welcoming and rewarding for all. We encourage the businesses that work with us to reflect these values. More information can be found at: https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-publicservice/diversity-inclusion-public-service2.html

In satisfying the requirements of this agreement, the Recipient is encouraged to comply with the provisions and intent of the NRCan Scientific Integrity Policy (SIP) and to discharge its contractual obligations in support of research, science, or related activities in a manner consistent with all relevant NRCan SIP provisions. For more information on the Scientific Integrity Policy, please visit the NRCan website at: https://www.nrcan.gc.ca/scientific-integrity/21665#a20

ANNEX "B"

BASIS OF PAYMENT

(Will be completed at contract award)



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Government Gouverner of Canada du Canada	ment	Contract Number / Numéro du contrat 178005
I of Cariada du Cariada		ty Classification / Classification de sécurité
	8	
	SECURITY REQUIREMENTS CHECK LIST (S RIFICATION DES EXIGENCES RELATIVES À L	
ART A - CONTRACT INFORMATION / PART Originating Government Department or Organ	nization / Natural Resources Canada 2. Bra	nch or Directorate / Direction générale ou Direction
Ministère ou organisme gouvernemental d'or a) Subcontract Number / Numéro du contrat	The second secon	OERD bcontractor / Nom et adresse du sous-traitant
Brief Description of Work / Brève description		
Series of stakeholder engagement sessions with dow	instream energy sector actors for programmatic needs.	
a) Will the supplier require access to Control	led Goods?	✓ No Ye
Le fournisseur aura-t-il accès à des march	ACCUSED AND ACCUSE	L Non L Ou
Regulations?	ified military technical data subject to the provisions of the	✓ Non Ou
sur le contrôle des données techniques?	es techniques militaires non classifiées qui sont assujet	ies aux dispositions du Règlement
Indicate the type of access required / Indique		
Le fournisseur ainsi que les employés auro	e access to PROTECTED and/or CLASSIFIED information ont-ils accès à des renseignements ou à des biens PRO	
(Specify the level of access using the char (Préciser le niveau d'accès en utilisant le t		
b) Will the supplier and its employees (e.g. d	leaners, maintenance personnel) require access to restri	
PROTECTED and/or CLASSIFIED informa Le fournisseur et ses employés (p. ex. net	ation or assets is permitted. toyeurs, personnel d'entretien) auront-ils accès à des zo	nes d'accès restreintes? L'accès
à des renseignements ou à des biens PRO	OTÉGÉS eVou CLASSIFIÉS n'est pas autorisé.	
 c) Is this a commercial courier or delivery req S'agit-il d'un contrat de messagerie ou de 	uirement with no overnight storage? livraison commerciale sans entreposage de nuit?	✓ No Ye
	pplier will be required to access / Indiquer le type d'infon	mation auquel le fournisseur devra avoir accès
Canada 🗸	NATO/OTAN	Foreign / Étranger
b) Release restrictions / Restrictions relatives	s à la diffusion	
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Aucune restriction relative	Tous les pays de l'OTAN	
	process and the state of the st	Aucune restriction relative à la diffusion
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APPENDIX "1" - EVALUATION CRITERIA

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

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

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

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

1. Technical Criteria

1.1 Mandatory Evaluation Criteria

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



Criterion ID	Mandatory Criteria	Compliant	Cross Reference to Proposal (Page #)
M1	The Bidder MUST possess strong expertise in conducting engagement sessions in the energy sector. Specifically, in the development of materials for interviews and engagement sessions (e.g., questions, pre-reads, note-taking documents), conducting interviews and engagement session, summarizing results, and developing outcome documents. The Bidder MUST demonstrate that it is an established service provider in this domain, by submitting the following information for three (3) project summaries of previous work for engagement and research in the energy sector during the past five (5)* years. This includes: 1. The project name; 2. The client's name, title, and organization; 3. The client's contact information (address, phone number, email address, website); 4. A brief summary of the project, including: description of the scope of services provided (max 500 words); 5. A brief description of the methodologies and / or tools used (max 500 words); 6. Name and role of each of the resources (i.e., people) involved in the provision of services; and 7. The dates and duration of the project (in months). Note: NRCan may contact references to verify	☐ Yes ☐ No	
	information. *From date of bid solicitation on page #1 of the RFP.		
M2	The Bidder MUST provide a detailed Project Work Plan covering all of the requirements in the statement of work, including: 1. Project overview with key activities and deliverables; 2. Timelines and milestones; 3. The level of effort and resource for each activity; 4. Demonstration of how the approach will address the needs of the energy and regulatory sector, including pertinent topic areas, relevant stakeholders, and necessary resources to consult; 5. Methodology and execution with potential problems and proposed solutions identified; and, 6. Demonstration of how the approach will address the expected deliverables (such as quality control and reporting systems, and the processes in place to ensure successful delivery of the work).	☐ Yes	

Criterion ID	Mandatory Criteria	Compliant	Cross Reference to Proposal (Page #)
М3	The Bidder's proposed Project Team Leader MUST have at least five (5) years of experience* in the past 10 years in leading and delivering stakeholder engagement projects and research in the energy sector. In addition, at least one (1) of those years MUST be within the past three (3)** years. The experience MUST be identified in the CV. Experience should not overlap. *The required experiences MUST be summarized with a summary table identifying relevant projects conducted,	☐ Yes ☐ No	
	including: the name of the client organization, a brief description of the project's scope, the duration of the project, and the role of the project lead. ** From date of bid solicitation on page #1 of the RFP.		
M4	The Bidder MUST include within their proposal a detailed curriculum vitae (CV) for each proposed resource's* named in their proposal and the Team Leader. CVs MUST include the following: 1. A detailed description of the proposed resource's work experience (in months) in the provision of engagement projects, research in the energy sector, and their respective role in the project(s); 2. When the proposed resource's specific work experience took place (indicated by year) 3. Educational and professional designations, and all other academic credentials; 4. The number of non-overlapping months of previous work experience during the past five (5) years in the provision of engagement projects, research in the energy sector, and their respective role in the project(s); 5. The proposed resource's English and French language capabilities (reading, written and oral).**	☐ Yes ☐ No	
	*NRCan will not evaluate more than five (5) resources submitted. If bidders are providing more than 5, NRCan will evaluate based on the order of submitted. ** Demonstrated by providing evidence of education/training (certificate or transcript), and/or previous engagement(s) completed (with a reference*** provided) ***Each reference containing the following: a) Name of client; b) Name and phone number of client's contact and, c) Date(s) and duration of project(s).		

Criterion ID	Mandatory Criteria	Compliant	Cross Reference to Proposal (Page #)
M5	Bidders <u>MUST</u> outline how they will make accommodation for accessibilities in the interviews and engagement sessions. This includes visual aids, and/or speech to text software, etc.	☐ Yes ☐ No	
M6	Bidders MUST be able to provide the engagement sessions and workshops in both of Canada's official languages.	☐ Yes	
M7	Each proposed resource <u>MUST</u> possess at least two (2) years of recent and in-depth expertise conducting engagement sessions in the energy sector within the past 5 years. Experience should not overlap.	☐ Yes	

1.2 Evaluation of rated criteria

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

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

Proposals will be evaluated based on the following criteria:

Criterion ID	Rated Requirement	Points Breakdown	Maximum Points	Cross Reference to Proposal Page #
R1	Within each project summary provided (M1), bidders are to indicate the following details under headings: Heading 1 - Dates and duration of the project (expressed in months) and any delays; Heading 2 - Brief description of the: a) project goals and how they were met; b) scope of services provided, including the methodology and/or tools used; Heading 3 - Demonstration of how the project involved engagement services; Heading 4 - Demonstration of how the project involved energy policy and regulation;	Each summary will receive up to 9 points for a total maximum of 27 points. Heading 1 Up to one (1) point per project summary up to a total maximum of 3 points. O points: dates and duration of projects (expressed in months) not listed. 1 point: dates and duration of projects are listed (expressed	27	

		in months with any delays		
	NRCan reserves the right to contact the named client project authority to verify the accuracy of the Bidder's project summaries.	clearly listed). Heading 2 Up to 4 points per project summary up to a total		
	A maximum of three (3) project summaries will be evaluated. If more than the three (3) projects are submitted, the most recent projects will be used.	maximum of 12 points. 0 points: 2a) and 2b) not addressed. 1 point: only 2a) or 2b) addressed, examples not relevant. 2 points: only 2a) or 2b) addressed with relevant example. 3 points: 2a) and 2b) addressed but one of the examples is not relevant. 4 points: 2a) and 2b) addressed and both have relevant examples.		
		Heading 3 Up to two (2) points per project summary up to a total maximum of 6 points. O points: not demonstrated point: demonstrated but example not directly related to requirement points: demonstrated and directly related to requirement		
		Heading 4 Up to 2 points per project summary up to a total maximum of 6 points. O points: not demonstrated 1 point: demonstrated but example not directly related to requirement 2 points: demonstrated and directly related to requirement		
R2	Project Work Plan The detailed work plan (M2) should cover all the objectives of the Statement of Work including developing and conducting the engagement sessions. The workplan should include the following:	Up to two (2) points per element for a total maximum of 12 points O points: element not addressed. 1 point: element addressed but methodology is not	12	
	Project overview with key activities and deliverables	comprehensive to all conditions.		

	 Timelines and milestones; The level of effort and resource for each activity; Clear understanding of how the approach will address the needs of the energy and regulatory sector, including pertinent topic areas, relevant stakeholders, and necessary resources to consult; Methodology and execution with potential problems and proposed solutions identified. This includes the tools, resources, and details of how the project will be delivered and how any risks will be mitigated; and, Approach and understanding of the expected deliverables (such as quality control and reporting systems, and the processes in place to ensure successful delivery of the work). 	2 points: element fully addressed with comprehensive details for all conditions, including the respective methodologies, resources, and tools required.		
R3	Each proposed resource MUST possess at least two (2) years of recent and indepth expertise conducting engagement sessions in the energy sector within the past 5 years. Experience should not overlap (M7). The bidder should possess strong expertise in developing materials for interviews and engagement sessions (e.g., questions, pre-reads, note-taking documents), conducting interviews and engagement session, summarizing results, and developing outcome documents. Experience will be evaluated based on the CV requirements in M4.	One (1) point for each year of experience beyond two (2) years, two (2) points if the experience is in the last five (5) years, in engagement services and policy analysis in the energy sector, to a maximum of eight (8) points per resource (and a maximum of 5 resources).	40	
R4	Experience in providing energy policy and / or regulatory analysis and advisory services (M4): The Bidder should demonstrate that each proposed resource each has a minimum of two (2) years of recent and in-depth experience in the provision of energy policy and / or regulatory analysis and advisory services in the	One (1) point for each year of experience beyond two (2) years, two (2) points if the experience is in the last five (5) years, in providing energy policy and / or regulatory analysis and advisory services to a maximum of eight (8) points	40	

past five (5) years. Experience should per resource (and a maximum not overlap. of 5 resources). Points will be provided for experience beyond two (2) years. R5 7 The Team Leader's experience in A maximum of seven (7) coordinating activities of project points will be awarded as personnel in engagement services follows and research in the context of energy **1 point:** >5-6 years' and policy experience within the last (10) ten vears The Bidder's proposed Project Team 2 points: >6 -7 years' experience within the last (10) Leader should demonstrate experience in stakeholder engagement projects, ten vears research, and in the energy sector. **3 points:** >7-8 years' Points will be awarded for experience experience within the last (10) beyond the mandatory criteria (M3). ten vears **4 points:** >8-9 years' experience within the last (10) ten vears **5 points:** >9-10+ years' experience within the last (10) ten years **1 point:** >1-2 years' experience in the last (3) three years 2 points: >2 - 3 years' experience in the last (3) three years R6 5 The Bidders should demonstrate that Up to 1 point for each activity to a total maximum of 5 they have implemented corporate activities to promote anti-racism and points. diversity within their organization, which could include, but is not limited to: **0 points:** the bidder does not a. The bidder has internally address. published policies or **0.5 point:** The bidder has commitments on anti-racism provided information on the existence of the activity but and inclusiveness; b. The bidder has publicly does not provide sufficient available organizational detail or supporting commitments to a diverse documents. workforce: 1 point: The bidder has fully c. The bidder's employees are described the activity and mandated to take training on provided supporting documents as evidence. anti-racism: d. The bidder's employees are mandated to take unconscious bias training; and, e. The bidder has developed internal staffing and/or recruitment strategy(ies) to increase representation of

underrepresented groups in their workforce.			
The bidder should provide details of the following activities: - For activities described in a. and b. (policy and commitments), the bidder should provide copies of policy or commitment documents including their effective date. - For activities described in c. and d. (training), the bidder should provide the name of the course and the service provider; if developed internally, a copy of the course outline. - For activities described in e. (staffing), the bidder should provide copies of job posting, or other staffing/recruitment documents demonstrating			
compliance with the rated criteria.			
	Total Points Available	131	
	Minimum Points Required	78	

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.

2.1.1 COST BREAKDOWN

It is mandatory to present a cost breakdown to support the Financial Proposal (Appendix "2" - Financial Proposal Form). Add additional lines if applicable.

DESCRIPTION	HOURLY RATE OR FIRM Per- Diem	LEVEL OF EFFORT OR Days	COST \$
			\$
			\$
Total			\$

APPENDIX "2" - FINANCIAL BID PRESENTATION SHEET

EXAMPLE 1: Firm Price Contract

1. Firm Price - Milestone Payments

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

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

Milestone #	Description of Milestone	Firm Price (Applicable Taxes Excluded)
1	10% of the total price for the work following delivery and acceptance by the Project Authority, of Milestone #1 entitled, 'Workplan Development', as identified in the statement of work at Annex "A").	\$
2	20% of the total price for the work following delivery and acceptance by the Project Authority, of Milestone #2 entitled, 'Phase 1: Key Informant Engagement – Stakeholder Validation of Needs and Opportunities as identified in the statement of work at Annex "A").	\$
3	30% of the total price for the work following delivery and acceptance by the Project Authority, of Milestone #3 entitled, 'Phase 2: Co-development workshop(s)' as identified in the statement of work at Annex "A").	\$
4	20% of the total price for the work following delivery and acceptance by the Project Authority, of Milestone #4 entitled, 'Draft synthesis report & outcome documents' as identified in the statement of work at Annex "A").	\$
5	20% of the total price for the work following delivery and acceptance by the Project Authority, of deliverable #5 entitled, 'Final Deliverable: Synthesis report & outcome documents' as identified in the statement of work at Annex "A").	\$
Total Firm Price for Financial Proposal Evaluation:		\$