**Request for proposals**

**Legal Services for Canadian Business Activities**

**EIT InnoEnergy**

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# Overview of EIT InnoEnergy Skills Institute

The InnoEnergy Skills Institute (“IESI” or the “Skills Institute”) is a leader in reskilling and certifying workers for energy jobs and empowering and preparing them to enter the workforce, with 35 certifications and over 400 online training hours. The Skills Institute successfully introduced its offering to the North American market two years ago. Since then, the passage of the Inflation Reduction Act in the US, and similar investments made in Canada and Mexico, are accelerating the commitments to build a North American battery value chain. With this investment comes the demand to source-train-hire skilled workers to meet the demand for new manufacturing.

With significant state and federal funding opportunities related to workforce development and clean energy, this is a critical opportunity for the Skills Institute to solidify its offering as an industry-leader and become a sought-after partner to deploy this programming across a wide audience.

The Skills Institute’s differentiated offering is uniquely positioned to support existing grant teams and partnerships and directly lead grant pursuit efforts. However, the recent influx of federal and state funding for workforce development, climate, and energy programs, combined with existing funding opportunities in these areas, demand expertise and resources to effectively pursue grant opportunities that now total $50B annually in the US alone. The Skills Institute must build capacity, plan, and execute a plan to leverage its first mover advantage via grants and external partnerships.

For more information about our company please visit the following website:

<https://www.innoenergy.com/skillsinstitute/>

# Scope of work

**General objectives:**

The Skills Institute’s objective is to expand its business activities in Canada to support the skills and workforce needs related to commitments to building battery hubs.

**Detailed work scope:**

1. *Legal services.*

The Partner will provide legal services to enable entry and implementation of business in Canada, starting in Quebec. This includes contracts, NDAs, MOUs, adaptation to Canadian law, formation of a subsidiary and more.

**Methodology and organization of work**

The Partner will report to EIT InnoEnergy’s Head of Business Development in the North America office in Boston, Massachusetts.

**Timing and planning**

The expectation is that the Partner brings existing expertise, requires limited orientation time, and can act immediately on the opportunity.

The contract's duration is 12 months. In case the budget coverage for future support for the services presently tendered, plus the continuing need for the services provided by the Partner, persist, EIT InnoEnergy intends to extend the contract with the winner/s of the present supplier selection process for another 12 months. Any such contract extension would be done through a direct award procedure. Any such extension would be subject to financial coverage and high-quality performance of the contractor and continuous need for the services, and this does not bind EIT InnoEnergy to carry out an extension.

# Proposal Process

# *Participation*

1. Participation in this proposal procedure is open to all tenderers.
2. All participants must sign the tenderers’ declaration form attached and submit it with the proposal. Please note that the tenderer may not modify the text of the declaration form, rather the form must be submitted signed as provided by EIT InnoEnergy attached to the request for proposal document.

# *Submission of proposal*

|  |  |
| --- | --- |
|  | **DATE (Calendar dates)** |
| **Sending out** **RFP invitations to the potential suppliers** | **June 10, 2024** |
| **Deadline for requesting clarification from EIT InnoEnergy** | June 14, 2024 |
| **Deadline for submitting proposals** | ***June 20,2024*** |
| **Intended date of notification of award** | June 24, 2024 |
| **Intended date of contract signature** | July 1, 2024 |

Proposals must be emailed English to the following address to:

**Contact name**: for the attention of Mark Vasu, Head of Business Development

**E-mail**: mark.vasu@innoenergy.com

**The proposal shall contain:**

* **the technical response to the service requested (point 3).**
* **the financial offer (the price for the services.)** presented in USD.
* **an indication of supplier’s insurance coverage.** The proposal must specify whether the supplier has taken out a company liability insurance and/or professional liability insurance including the maximum amount of coverage USDper event per insurance.

Responses should be concise and clear. The tenderer’s proposal will be incorporated into any contract that results from this procedure. Tenderers are, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually. Subsequent modifications and counterproposals, if applicable, shall also become an integral part of any resulting contract.

The tenderer represents that the individual submitting the natural person or legal entity’s proposal is duly authorized to bind the person or its entity to the proposal as submitted. The tenderer also affirms that it has read the instructions to tenderers and has the experience, skills, and resources to perform, according to conditions set forth in this proposal and the tenderers’ proposal.

*Tenderers are requested to submit their proposal together with the filled-out tenderers’ declaration form (see point 4.1).*

# *Validity of the proposals*

Tenderers are bound by their proposals for 30 days after the deadline for submitting proposals or until they have been notified of non-award.

The selected winner must maintain its proposal for a further 60 days to close the contract.

**Proposals not following the instructions of this Request for Proposal can be rejected by EIT InnoEnergy.**

# *Requests for additional information or clarification*

The request for proposal should be clear enough to avoid tenderers having to request additional information during the procedure. In case the tenderers need additional information or clarification, please address any relevant requests to the address below. **All information requested or answered may only be done through written communication – email only.** **All questions should be sent prior to the deadline for requesting clarification as specified in 4.2. In case of complex or high value procurements, EIT InnoEnergy may arrange a clarification session which will be communicated to the** **tenderers.**

**Contact name**: for the attention of Mark Vasu,

**E-mail**: mark.vasu@innoenergy.com

EIT InnoEnergy has no obligation to provide clarification.

# *Costs for preparing proposals*

No costs incurred by the tenderer in preparing and submitting the proposal are reimbursable. All such costs must be borne by the tenderer.

# *Ownership of the proposals*

EIT InnoEnergy retains ownership of all proposals received under this tendering procedure. Proprietary information identified as such, which is submitted by tenderer in connection with this procurement, will be kept confidential throughout the tendering procedure.

The tenderer should accept that during the implementation of the contract and for four years after the completion of the contract, EIT InnoEnergy may disclose the existence and terms, and share copies, of the proposal and any resulting contract to internal and external audit services and as otherwise required by applicable law and/or regulations.

# *Clarification related to the submitted proposals*

After submission of the proposals, they shall be checked if they satisfy all the formal requirements set out in the proposal dossier. Where information or documentation submitted by the tenderers are or appear to be incomplete or erroneous or where specific documents are missing, EIT InnoEnergy may request the tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit. **All information requested or answered may only be done through written communication – email only.**

# *Negotiation about the submitted proposal*

After checking the administrative compliance of the tenderers, EIT InnoEnergy may negotiate the contract terms with the tenderers. In this negotiation, EIT InnoEnergy will ask all tenderers to adjust the proposal or specific sections of the proposal within an appropriate time limit. In case of negotiation, EIT InnoEnergy shall provide further information about the proceedings and timing.

# *Evaluation of proposals*

The quality of each proposal will be evaluated in accordance with the award criteria below. The award criteria will be examined in accordance with the requested service indicated in Section 3 of the document.

*Evaluation criteria*

1. Project experience and competences of the members of the proposed project teams (maximum points: 20)
2. Methodology approach of project and proposed project implementation (maximum points: 20)
3. Liability exposure: tenderer with best insurance coverage and least changes to contract template shall receive the highest score (maximum points: 20)

***Total technical score:*** ***60 points maximum***

1. Price or total cost: lowest offered expert unit price shall receive the highest score, other shall be calculated in relation to that in linear equation (maximum points: 40)

***Total financial score: 40 points maximum***

**Total maximum score: 100 points.**

# *Signature of contract(s)*

The successful and unsuccessful tenderers will be informed in writing (via email) about the result of the award procedure.

For the contract, the Service Agreement in Annex 2 shall apply. Any change desired by the tenderer in the provisions contained in the body of this Service Agreement needs to be communicated to EIT InnoEnergy as part of the proposal of such tenderer. The background is that such desired changes must be considered in the evaluation of each tenderer's proposal under Liability Exposure above. Significant changes are likely to lengthen the negotiation process, making it less likely that the Service Agreement can be signed in time.

Within 3 days of receipt of the contract from EIT InnoEnergy, the selected tenderer shall sign and date the contract and return it to EIT InnoEnergy. Upon receipt, EIT InnoEnergy shall also sign and send back to the winner one signed copy. In case the winning tenderer is unable to enter the contract within the above-mentioned time period, EIT InnoEnergy may decide to contract the second best.

# *Cancellation of the proposal procedure*

In the event of cancellation of the proposal procedure, EIT InnoEnergy will notify tenderers of the cancellation. In no event shall EIT InnoEnergy be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a proposal procedure, even if EIT InnoEnergy has been advised of the possibility of damages.

# *Appeals/complaints*

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. Appeals should be addressed to EIT InnoEnergy. The tenderers have *3* days to file their complaints from the receipt of the letter of notification of award.

# *Ethics clauses / Corruptive practices*

EIT InnoEnergy reserves the right to suspend or cancel the procedure, where the procedure proves to have been subject to substantial errors, irregularities, or fraud. If substantial errors, irregularities, or fraud are discovered after the award of the contract, EIT InnoEnergy may refrain from concluding the contract.

The tenderer shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (‘conflict of interests’). The tenderer should inform EIT InnoEnergy immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

# *Many journeys. One welcome.*

Diversity, inclusion, and equality of opportunity are core EIT InnoEnergy values. We are committed to extending the same warm welcome to everyone, whatever their personal journey. We strive to ensure every voice is heard.

We value the contribution that different viewpoints make to our business of innovation. Having a variety of perspectives at all levels also equips us to meet the needs of the diverse communities we serve.

We extend our commitment across the career cycle. We recruit people from diverse backgrounds—for example, as of 2022, we employed 39 nationalities split 50-50 male-female. We then ensure that every member of our team is involved, valued, and receives equal recognition and opportunities for advancement.

In all areas of the employee experience (including recruitment, compensation and career development), and in all dealings with customers and communities, EIT InnoEnergy staff will value merit regardless of age, social status, race, color or genetic features, disability, ethnic/social origin or national minority membership, gender, gender reassignment, sexual orientation, language, marital or partnership status, political or any other opinion, economic status, religion or spiritual belief.

Although we do not use this as a vendor selection criterion, we are interested in learning from others, and would be happy to receive anything about your Diversity values or policy that you would care to offer.

# *Annexes*

*Annex 1: Tenderers’ Declaration form.*

*Annex 2: Draft Contract Template.*