Return Bids to:

Retourner Les Soumissions à :

Natural Resources Canada

Len.Pizzi@canada.ca

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

Proposal To: Natural Resources Canada

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

Proposition à: Ressources Naturelles Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine 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

Finance and Procurement Management Branch Natural Resources Canada 183 Longwood Road South Hamilton, ON L8P 0A5

| Title - Sujet | | | |
|--|---------------|-------------------|--|
| Pathways to Greater Low-Carl | oon Fuels D | eployment in the | |
| Canadian Transportation Sect | or | | |
| Solicitation No. – No de l'invitation | | Date | |
| NRCan-5000027059 | | January 4, 2017 | |
| Requisition Reference No N° de la 135530 | demande | | |
| Solicitation Closes – L'invitation pre | nd fin | | |
| at – à 02:00 PM EST on – le January 20, 2017 | | | |
| | | | |
| Address Enquiries to: - Adresse tou | tes questions | à: | |
| len.pizzi@canada.ca | | | |
| Telephone No. – No de telephone | Fax No. – No | o. de Fax | |
| () | (005) 045 | . 0004 | |
| (905) 645-0676 | (905) 645 | 0-0831 | |
| Destination – of Goods and Services | l s: | | |
| Destination – des biens et services: | | | |
| Natural Resources Canada | | | |
| 580 Booth Street | | | |
| Ottawa, ON | | | |
| K1A 0E4 | | | |
| | | | |
| Constitut Cónstitá | | | |
| Security – Sécurité | | | |
| There is no security require | ments ass | ociated with this | |
| requirement. | | | |
| | | | |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur | | | |
| Naison sociale et auresse un rournisseurae i entrepreneur | | | |
| | | | |
| | | | |
| - Indian No. 10 (2) | | | |
| Telephone No.:- No. de téléphone: Facsimile No.: - No. de télécopieur: | | | |
| Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) | | | |
| Nom et titre de la personne autorisée à signer au nom du fournisseur/de | | | |
| l'entrepreneur (taper ou écrire en caractères d'imprimerie) | | | |
| | | | |
| | | | |
| | | | |
| 1 | | | |

Date

Signature



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection:
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment.

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

1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders for....

1.2.1 The main objective of this contract is to produce a report that will present a path forward for lower carbon fuels deployment (first generation biofuels, advanced biofuels, and renewable natural gas) in Canada based on in-depth analysis of the forward looking market, environmental and policy landscape. Analysis will be conducted based on the information currently available coupled with reasonable assumptions of future policy and market developments, and consultation with stakeholders.

1.3 Debriefings

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

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> (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

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

2.2 Submission of Bids

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

len.pizzi@canada.ca

IMPORTANT

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

NRCan-5000027059 - Pathways to Greater Low-Carbon Fuels Deployment in the Canadian Transportation Sector

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

Due to the nature of the bid solicitation, bids transmitted by mail or facsimile to NRCan will not be accepted.

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

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to

enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Basis for Canada's Ownership of Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

 the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

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

Section III: Certifications (1 electronic copy)

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

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

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

Section I: Technical Bid

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

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

Section II: Financial Bid

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

Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix "1" - Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.
 The rating is performed on a scale of 100 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 60/40 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 C | ombined Rating Technic | al Merit (60%) and Pric | e (40%) |
|----------------|--------------------------|------------------------|-------------------------|------------------------|
| | | Bidder 1 | Bidder 2 | Bidder 3 |
| Overall Techn | ical Score | 115/135 | 89/135 | 92/135 |
| Bid Evaluated | Price | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| | Technical Merit Score | 115/135 x 60 = 51.11 | 89/135 x 60 = 39.56 | 92/135 x 60 = 40.89 |
| Calculations | Pricing Score | 45/55 x 40 = 32.73 | 45/50 x 40 = 36.00 | 45/45 x 40 = 40.00 |
| Combined Rat | ing | 83.84 | 75.56 | 80.89 |
| Overall Rating | | 1st | 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. 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 Declaration of Convicted Offences

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete
 list of names of all individuals who are currently directors of the Bidder or, in the case of a private
 company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

| Name of Bidder: |
|---|
| OR |
| Name of each member of the joint venture: |

| Member 1: | | |
|-----------|------|--|
| Member 2: | | |
| Member 3: | | |
| Member 4: | | |

Identification of the administrators/owners:

| SURNAME | NAME | TITLE |
|---------|------|-------|
| | | |
| | | |
| | | |
| | | |
| | | |

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from 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 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

| a. name of former public servant; | |
|---|-------------|
| b. date of termination of employment or retirement from the Public Service. | |
| By providing this information, Bidders agree that the successful Bidder's status, with respe former public servant in receipt of a pension, will be reported on departmental websites as published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-Guidelines on the Proactive Disclosure of Contracts. | part of the |
| Work Force Adjustment Directive | |
| Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Wo Adjustment Directive? Yes () No () | ork Force |
| If so, the Bidder must provide the following information: | |
| a. name of former public servant; | |
| b. conditions of the lump sum payment incentive; | |
| c. date of termination of employment; | |
| d. amount of lump sum payment; | |
| e. rate of pay on which lump sum payment is based; | |
| f. period of lump sum payment including: | |
| start date end date and number of weeks | |
| g. number and amount (professional fees) of other contracts subject to the restriction force adjustment program. | s of a work |
| Professional fees Amount | |
| | |

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership

vi. a not-for-profit organization

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

OR

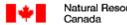
b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

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

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

| ☐ Our Company is NOT an Aboriginal Firm, as identified above. |
|---|
| ☐ Our Company is an Aboriginal Firm, as identified above. The supplier must complete the certificate in |
| the appropriate clause below. |

SACC Manual clauses <u>A3000T</u>, <u>A3001T</u>, <u>M3030T</u>, <u>M9030T</u>, <u>S3035T</u> and <u>S3036T</u> contain a certification that suppliers must complete and submit with their bid/offer/arrangement. Failure by suppliers to submit this completed certification form with their bids/offers/arrangements will render the bid/offer/arrangement non-responsive.



PART 6 - SECURITY REQUIREMENTS

Security Requirements 6.1

Not applicable.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <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

<u>2010B</u> (2016-04-04), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

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

7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information

7.3 Dispute Resolution

Mediation

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

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator. The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"



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

RFP # NRCan- 5000027059

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

7.4 **Security Requirements**

7.4.1 There is no security requirement applicable to this Contract.

7.5 **Term of Contract**

7.5.1 **Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2017 inclusive.

7.6 **Comprehensive Land Claims Agreements (CLCAs)**

Not applicable.

7.7 **Authorities**

7.7.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Len Pizzi Name:

Title: **Procurement Officer**

Organization: Natural Resources Canada

Address: 183 Longwood Road South, Hamilton, ON, L8P 0A5

Telephone: (905) 645-0676 Facsimile: (905) 645-0831 E-mail address: len.pizzi@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.7.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:

Name:

Title:

Organization: Address: Telephone:

Facsimile:

E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.7.3 Contractor's Representative (to be provided at contract award)

By providing information on its status, with respect to being a former public servant in receipt of a *Public* Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.9 **Payment**

Basis of Payment - Firm Price, Firm Unit Price(S) or Firm Lot Price(s) 7.9.1

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the ____ (insert "firm price" OR "firm unit price(s) OR "firm lot price(s)", as Contractor will be paid a ___ _ insert "contract" OR "in Annex ____" for a cost of \$_____ insert the amount specified in at contract award). Customs duties are included and Applicable Taxes are extra.

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

7.9.2 **Method of Payment**

Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.10 **Invoicing Instructions**

Invoices shall be submitted using one of the following methods:

| C mail: | |
|---------|--|
| E-maii. | |
| | |

| NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca | | | |
|--|--|--|--|
| Note: Attach "PDF" file. No other formats will be accepted | | | |
| OR | | | |
| <u>Fax:</u> | | | |
| Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987 | | | |
| Note: Use highest quality settings available. | | | |

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

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

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

7.11 Certifications

7.11.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.12 Applicable Laws

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

7.13 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions **4007** Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16):
- (c) the general conditions **2010B** Professional Services Medium Complexity (2016-04-04);
- (d) Annex A, Statement of Work:
- (e) Annex B, Basis of Payment; and
- (f) the Contractor's bid dated _____, (insert date of bid).

7.14 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

OR

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

7.15 Insurance

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

7.16 Contract Administration

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

ANNEX "A" - STATEMENT OF WORK

SW.1.0 TITLE

Report on Pathways to Greater Low-Carbon Fuels Deployment in the Canadian Transportation Sector

SW.2.0 BACKGROUND

The transportation sector currently contributes nearly one quarter of Canada's greenhouse gas emissions. Greater deployment of lower carbon fuels could play a key role in reducing emissions from this sector. The deployment of low carbon fuels takes place in a complex landscape wherein market factors, technologies, and economic and environmental government policies must interact successfully to support higher levels of supply and demand for renewable fuels. As programs and policies under the Government of Canada's Renewable Fuel Strategy (2008) draw to a close and Canada formulates carbon reduction strategies under the pan-Canadian Framework, a comprehensive analysis on the status of the industry is warranted to laid the foundation for the development of the most beneficial pathways that Canada could take to evolve our present asset base and regulatory framework to meet future transport energy and environmental regulation needs.

The intent of this study is not to formulate a new federal policy on renewable fuels but to identify the most beneficial pathways to increase the deployment low carbon fuels based on an analysis of present and future trends in energy and commodity markets, technologies, and federal policies.

SW.3.0 RATIONALE

The Transportation and Alternative Fuels Division (TAF) has a mandate to implement policy and programs for the deployment of lower carbon fuels in Canada. TAF wishes to identify the most beneficial pathways to increase the deployment of low carbon fuels in Canada given the present industry asset base and federal policy levers.

SW.4.0 OBJECTIVES

The main objective of this contract is to produce a report that will present a path forward for lower carbon fuels deployment (first generation biofuels, advanced biofuels, and renewable natural gas) in Canada based on in-depth analysis of the forward looking market, environmental and policy landscape. Analysis will be conducted based on the information currently available coupled with reasonable assumptions of future policy and market developments, and consultation with stakeholders. Recommendations should be presented on a forward-looking basis with all assumptions clearly laid out.

The report should address key elements in the following sections:

Markets - Towards Advanced Renewable Fuel Supply and Use, Infrastructure Buildout

Producers

- Industry capacity and production
 - Current capacity and production
 - Current value chain for first generation biofuels, renewable natural gas, advanced biofuels
 - Outlook for key drivers of growth
 - o Outlook for financial sustainability of the first generation renewable fuel industry
 - Outlook for advanced biofuel production given existing first generation asset base.
- Feedstock (first generation biofuels, advanced biofuels, renewable natural gas)
 - Present feedstocks

- Stocks, Uses, Cost
- o Future Feedstocks
 - Stocks, Uses, Cost
- Forward looking readiness for commercialization of next generation fuels (cellulosic ethanol, renewable diesel [including biojet], renewable natural gas)
 - Cost curve projections for technology and production costs

The Biorefinery model

- Feasibility of a profitable biorefinery model
 - Based on current domestic asset base, emerging biofuels/bioproducts of first generation, advanced biofuels and renewable natural gas production.
 - Potential impacts on business model and value chain of the Canadian biorefinery.

International supply and demand outlook for renewable fuels

- International growth outlook for supply and demand for US, EU, Brazil
- Impact of US policy on Canadian supply and demand
 - o Impact of future Renewable Fuels Standard mandates
 - o Impact of US Blender's Tax Credit reform
 - Impact of US natural gas supply on Canadian markets

Findings

 Based on the analyses in the Markets section, report findings on the state of the Canadian industry. The industry's present state should be compared to its potential for biorefinery development as well as the international supply and demand outlook for renewable fuels. Gaps and opportunities should then be identified.

Environment - Towards Greater Carbon Reduction in Transport

- Drivers and impact of carbon pricing on Canadian producer economics for low carbon fuels (first generation biofuels, advanced biofuels, renewable natural gas)
- Drivers and impact of carbon pricing on consumers of low carbon fuels (blenders, utilities, end users)
- International sustainability regimes for carbon reduction
 - Relevant international regimes for sustainability and their impact on the Canadian industry (i.e. IATA for biojet fuel).

Findings

 Based on the analyses in the Environment section, report findings on the drivers and impacts of carbon pricing on producers and consumers (first generation biofuels, advanced renewable fuel production and renewable natural gas). Also, conduct analysis on any potential interactions of carbon pricing with international sustainability regimes.

Federal Policy - Towards an Enabling Framework for Low Carbon Fuel Deployment

Based on Findings identified in the preceding sections, federal levers will be assessed for their effectiveness (cost and outcomes) in addressing any gaps that exist between market outlooks, the pace of commercialization of new fuels and higher levels of renewable fuel use. Renewable fuels to be examined below are first generation biofuels, advanced biofuels and renewable natural gas.

- Key levers to de-risk commercialization of low carbon fuels and bioproducts
 - Cost and effectiveness of federal levers given forward looking market, technology and environmental contexts
- Key policy barriers to enabling the deployment of low carbon fuels and other bioproducts
 - Cost gap of barriers given forward looking market, technology and environmental contexts

Recommendations

This section will present a high-level summary of the findings in market, environmental and federal policy sections. It should include key considerations on future outlooks for producer growth, international supply and demand, as well as key levers and policy barriers on the federal level. Important considerations/caveats for future analysis should be described.

Finally, recommendations should be articulated on the most beneficial paths forward for federal government policy on low carbon fuel deployment.

SW.5.0 PROJECT REQUIREMENTS

SW.5.1 Tasks, Deliverables, Milestones and Schedule

The key tasks are as follows:

- 1. Plan and lead a project kickoff meeting
- 2. Gather all the necessary information and research from TAF as well as other sources
- 3. Develop a methodology to collect data and derive findings, present to TAF for review
- 4. Develop and finalize with TAF a report outline
- 5. Prepare and submit a draft report and slide deck presentation for TAF's review and comment
- 6. Prepare and submit a draft final report and slide deck that incorporates comments received from the TAF.
- 7. Prepare and submit a final report and slide deck.
- 8. Prepare a summary on the methodology, assumptions and data limitations of the model and analysis, submit to TAF.

Deliverables / Milestones Schedule

| Task | Deliverables / Milestones | Time Schedule |
|------|--|---|
| 1 | Plan and lead a project kickoff meeting | Within ~ 1 week of contract award |
| 2 | Gather all the necessary information and research from TAF as well as other sources | Within ~ 3 weeks of contract award |
| 3 | Develop a methodology to collect data and derive findings, present to TAF for review Develop and finalize with TAF a report outline | Within ~ 4 weeks of contract award |
| 4 | Prepare and submit a draft report for TAF's review and comment. Include summary on the methodology, assumptions and data limitations of the analysis. | Within ~ 3 weeks of report outline approval |

| 5 | Prepare and submit a draft final report and slide deck that incorporates comments received from the TAF. | Within ~ 1 week of receiving TAF comments on draft report |
|---|--|---|
|---|--|---|

SW.5.2 Reporting Requirements

The contractor will be required to meet with the client on a bi-weekly basis to provide an update on the project, progress against the research plan, discuss any feedback the client may have etc. At the contractor's choice, meetings can be via video-conference, teleconference, or in person (travel will not be reimbursed for these meetings).

SW.5.3 Method and Source of Acceptance

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

SW.5.4 Specifications and Standards

The report to be delivered to NRCan in English, in Microsoft Powerpoint. Hard copies are not required.

SW.6.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.6.1 Contractor's Obligations

In addition to the obligations outlined in sections 4 and 5 of this Statement of Work, the Contractor shall:

- Return all materials belonging to NRCan upon completion of the Contract.
- Participate in bi-weekly meeting (teleconferences).
- Submit the invoice within one week of client acceptance of the final report and slide deck, no later than March 31, 2017.

SW.6.2 NRCan's Obligations

Under this contract, NRCan will:

- Provide assistance and guidance regarding the development of the report findings;
- Provide available documentation on the topic
- · Validate assumptions for the analyses; and
- Review and provide feedback to the report and slide deck within 5 business days.

SW.6.3 Estimated Period of the Contract

The estimated period of the contract is from the date of Contract Award to March 31, 2017.

SW.6.4 Language of Work

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

ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)

APPENDIX "1" - EVALUATION CRITERIA

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

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

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

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

1. TECHNICAL CRITERIA

1.1 Mandatory Evaluation Criteria

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

| Criterion ID | Mandatory Criteria | Proposal Page # | Pass/Fail |
|-----------------|---|--------------------|-----------|
| M1 | The bidder MUST identify a Project Manager and all proposed personnel including their roles and responsibilities, back-up project manager and personnel and their related expertise for consideration under this Proposal. | | |
| M2 | The bidders MUST include within their proposal a detailed curriculum vitae (CV) for each proposed resource named in their proposal. The CVs should include: 1. a detailed description of the proposed resource's work experience in the topic of the study; and 2. educational and professional designation attainments, and all other academic credentials for each proposed resource. | | |

| Criterion ID | Mandatory Criteria | Proposal Page # | Pass/Fail |
|-----------------|---|--------------------|-----------|
| М3 | The proposal MUST demonstrate that the project lead has participated on a project of similar nature to this study by providing project examples carried out within the last five years. At least one of the projects should be related to the assessment of bio fuels , including at least one of the following: a) market analysis of the biofuel industry, environmental impacts of the biofuel industry, policy impacts on the biofuel industry, policy analysis. Within each project summary provided, bidders must indicate: | | |
| | the name of the client organization and the name of a contact that may be used as a reference; a brief description of the scope of services provided; a summary of the methodologies and approaches employed the dates and duration of the project; and the dollar value of the project (to the Offeror). NRCan reserves the right to contact the named client project authorities to verify the accuracy and veracity of each of the | | |
| M4 | The Bidder's Technical Proposal MUST include a detailed methodology that will clearly illustrate how their expertise in the area of fuel production, processing and distribution will fulfil the objectives of the project. It will demonstrate the Bidder's understanding of the proposal, provide a draft outline of the report and demonstrate knowledge of the sector and key data sources. | | |

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.

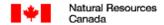
Proposals must achieve the stated minimum points required for each rated criterion to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:

| Criterion ID | Point Rated Technical Criteria | Minimum Points /Maximum Points | Proposal Page # |
|-----------------|---|--------------------------------|--------------------|
| R1 | Project Approach/Methodology | 30 | |
| | The methodology provided in M4 will be rated on the following criteria: | | |
| | a) The Bidder will demonstrate in their proposal, in their own words, an understanding of the scope of work and objectives, without repeating from the Statement of Work (SOW). b) The Bidder will demonstrate that the proposed methodology will lead to successful completion of the project objectives and identify the tasks | | |



required to produce a high-quality end product. c) The Bidder will provide a **draft outline** of the report that will demonstrate their knowledge of the sector and key data sources Points breakdown for R1 1)Understanding of Scope and objectives = Max 10pts 2) Demonstration of the tasks required to produce a high-quality end product = Max 10pts 3) The methodology includes a draft outline to demonstrate their knowledge of the sector and includes key data sources = Max 10 pts Provides an excellent methodology that addresses all requirements identified in the Statement of Work, including sources of data, and will realistically achieve a high quality delivery of the project objectives – 30 points Provides a very good methodology that addresses all requirements identified in the Statement of Work, including sources of data and will realistically achieve a high quality delivery of the project objectives with minor adjustments – 24 points Provides a good methodology that addresses all requirements identified in the Statement of Work, including sources of data, and will realistically achieve a high quality delivery of the project objectives with a few key adjustments to the data collection methodology – 18 points Provides an unsatisfactory methodology and/or sources of data, that will not realistically achieve a high quality delivery of the project objectives or is non-responsive - 0 points A key to the terms "Excellent, Very Good, Good, Unsatisfactory and Non-Responsive" is depicted at the end of the Evaluation Grid. R2 Work Plan and Schedule: 10 The Bidder's proposed Work Plan should demonstrate a clear, logical and feasible work plan for punctual delivery of the identified tasks and deliverables under the Statement of Work. This work plan should include information such as: a. Scheduling of deliverables and milestones b. Task breakdown and assignment of experienced personnel to each task c. Level of effort d. Reporting and debriefing arrangements e. Identify potential risks and problem areas and provide a realistic plan for mitigating risks Points breakdown for R2 Provides an excellent plan for the timely production and delivery of all required deliverables - 10 points. Provides a very good plan for the timely production and delivery of all required deliverables – 8 points. Provides a good plan for the timely production and delivery of all required deliverables – 6 points.



| P.O. | Provides an unsatisfactory plan for the timely production and delivery of all required deliverables or is non-responsive – 0 points. A key to the terms "Excellent, Very Good, Good, Unsatisfactory and Non-Responsive" is depicted at the end of the Evaluation Grid. | 45 | |
|------|--|----|--|
| R3 | Project Team Experience | 45 | |
| | The Bidder's proposal should demonstrate that the proposed team has a mix of knowledge and hands-on experience to accomplish specific project-related tasks by citing previously completed projects of similar scope and complexity which demonstrate an understanding and a strong background in the assessment of low carbon transportation fuels in the following areas: | | |
| | a) market analysis of the biofuel industry;b) environmental impacts of the biofuel industry;c) policy impacts on the biofuel industry; and/ord) policy analysis. | | |
| | The experience must have been acquired within the last 10 years. Each project submitted for this rated requirement must be summarized with the following information: | | |
| | The name of the client organization; Project title; The name of disease and telephone number of the elient outbority. | | |
| | The name, address and telephone number of the client authority; Month/year and duration of the project The dollar value of the project | | |
| | A brief description of the contract including scope, objective, and results; and The name and role of each of the project resources involved. | | |
| | Points breakdown for R3 | | |
| | Demonstrates that the proposed team has excellent academic knowledge and demonstrates a wealth of experience in successfully completing work/projects relating to biofuels as evidenced by seven (7) or more reference projects – 45 points. | | |
| | Demonstrates that the proposed team has very good academic knowledge and demonstrates strong experience in successfully completing work/projects relating to biofuels as evidenced by five (5) or more reference projects – 36 points. | | |
| | Demonstrates that the proposed team has good academic knowledge and some experience successfully completing work/projects relating to biofuels as evidenced by three (3) or more reference projects – 27 points. | | |
| | Fails to demonstrate that the proposed team has adequate academic knowledge and hands-on experience to accomplish the required project tasks – 0 points | | |
| | A key to the terms "Excellent, Very Good, Good, Unsatisfactory and Non-Responsive" is depicted at the end of the Evaluation Grid. | | |

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

| EVALUATION GRID | | | |
|----------------------|--|--|--|
| Excellent (100%) | The rated criteria are addressed in detail and the information provided shows that the bidder fully and thoroughly understands all elements of the rated criteria. | | |
| Very good (80%) | The information provided clearly shows the bidder fully understands all elements of the rated criteria. | | |
| Good (60%) | The information provided clearly shows the bidder fully understands certain but not all elements of the rated criteria. | | |
| Unsatisfactory (40%) | The information provided shows a limited understanding of the specified criteria, without showing that the bidder fully understands all elements of the rated criteria. The bidder shows basic communication skills. The project results presented are poor and non-significant. | | |
| Poor (20%) | The information provided shows that the bidder has a basic understanding of the specified criteria. | | |
| Unacceptable (0%) | The information provided does not meet the criteria. | | |

2. FINANCIAL CRITERIA

2.1 MANDATORY FINANCIAL CRITERIA

2.1.1 FUNDING LIMITATION

The maximum funding available for the Contract resulting from the bid solicitation is \$79,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

This maximum included a) the Price to perform the Work, b) any Travel and Living and c) Miscellaneous Expenses that may be required.

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

APPENDIX "2" - FINANCIAL PROPOSAL FORM

1. FIRM PRICE

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

| DESCRIPTION | FIRM PRICE |
|---|-----------------------------|
| | (applicable taxes excluded) |
| Report on Pathways to Greater Low-Carbon Fuels Deployment in the Canadian Transportation Sector | \$ |
| Total Firm Price for Financial Proposal Evaluation (taxes extra): | \$ |