



**Return Bids to :**

Natural Resources Canada  
Bid Receiving Unit - Mailroom  
Loading Dock  
588 Booth Street  
Ottawa, Ontario K1A 0Y7  
Attention: Jinping Wei

**Retourner Les Soumissions à :**

Ressources Naturelles Canada  
Unité de réception des soumissions - Salle  
du courrier  
Quai de chargement  
588 rue Booth,  
Ottawa, Ontario K1A 0Y7  
Attention: Jinping Wei

**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  
580 Booth St.  
Ottawa, ON  
K1A 0E4

<b>Title – Sujet</b> Data Collection for Imported Biofuels.	
<b>Solicitation No. – No de l'invitation</b> <b>NRCan-5000047248</b>	<b>Date</b>
<b>Requisition Reference No. - N° de la demande</b>  156809	
<b>Solicitation Closes – L'invitation prend fin</b> <b>at – à 02:00 PM (Eastern Standard Time (EST))</b> <b>on – le January 6, 2020</b>	
<b>Address Enquiries to: - Adresse toutes questions à:</b>  <a href="mailto:Jinping.wei@canada.ca">Jinping.wei@canada.ca</a>	
<b>Telephone No. – No de telephone</b>  343-292-7352	<b>Fax No. – No. de Fax</b>
<b>Destination – of Goods and Services:</b> <b>Destination – des biens et services:</b>  580 Booth Street Ottawa, ON K1A 0E4	
<b>Security – Sécurité</b>  There is no security requirements associated with this requirement.	
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>        <b>Telephone No.: - No. de téléphone:</b> <b>Facsimile No.: - No. de télécopieur:</b>	
<b>Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
_____ <b>Signature</b>	_____ <b>Date</b>



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

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



## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: 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 Appendices include the Evaluation Criteria and the Financial Proposal Form.

### **1.2 Summary**

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for a detailed study on low carbon fuels. This study will identify the main low carbon fuels imported into Canada and collect life cycle inventory low carbon fuel production data to incorporate into Environment and Climate Change Canada's LCA modeling tool. These additional data will allow to better estimate the life cycle carbon intensity of imported low carbon fuels into Canada and have a consistent LCA methodology applied to all low carbon fuels in the LCA tool.

1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### **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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

The [2003](#) (2019-03-04) 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”
- **Subsection 1 of Section 8:**  
**Delete:** Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation  
**Insert:** Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations is the facsimile number identified in the bid solicitation.
- **Under Subsection 2 of Section 20:** Not applicable

### 2.2 Submission of Bids

It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

Natural Resources Canada  
Bid Receiving Unit - Mailroom  
Loading Dock  
588 Booth Street  
Ottawa, Ontario K1A 0Y7      Attention: **Jinping Wei**

It is requested that the Bidder’s name, return address, Request for Proposal Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder’s proposal. Failure to do so may result in bids being misdirected. **NRCan will not assume responsibility for proposals directed to any other location.**

The onus is on the Bidder to ensure that the proposal is delivered to the location above. 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.



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

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

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

### **2.5 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 7 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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

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

- (6.2) statutes, regulations or previous obligations of Canada to a third party or parties preclude contractor ownership of the Intellectual Property Rights in Foreground Information;
- (6.4.2) the main purpose of the contract, or of the deliverables contracted for, is to augment an existing body of Canada's background information as a prerequisite to the transfer of the augmented background to the private sector, through licensing or assignment of ownership (not necessarily to the original contractor), for the purposes of commercial exploitation;
- (6.4.3) the main purpose of the contract, or of the deliverables contracted for, is to deliver a component or subsystem that will be incorporated into a complete system at a later date, as a prerequisite to the



planned transfer of the complete system to the private sector, through licensing or assignment of ownership, for purposes of commercial exploitation;



## **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 soft copy on flash drive)

Section II: Financial Bid (1 soft copy on flash drive) **in a separate file and document**

Section III: Certifications (1 hard copy or 1 soft copy on flash drive)

**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.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

#### **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.

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

Bidders must submit the certifications required under Part 5.





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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, 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 32 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 53 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).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.5$	$89/135 \times 70 = 46.2$	$92/135 \times 70 = 47.6$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.6$	$45/50 \times 30 = 24.6$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		64.1	70.8	77.6
<b>Overall Rating</b>		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 [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide 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 [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](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 respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

**Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant; \_\_\_\_\_
- b. conditions of the lump sum payment incentive; \_\_\_\_\_
- c. date of termination of employment; \_\_\_\_\_
- d. amount of lump sum payment; \_\_\_\_\_
- e. rate of pay on which lump sum payment is based; \_\_\_\_\_
- f. period of lump sum payment including:
  - start date \_\_\_\_\_
  - end date \_\_\_\_\_
  - and number of weeks \_\_\_\_\_
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Professional fees	Amount
_____	_____
_____	_____

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.



## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirements associated with this requirement.





## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

[2010B](#) (2018-06-21), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

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

#### 7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

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

### 7.3 Dispute Resolution

#### *Mediation*

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

#### *Arbitration*

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



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

#### *Meaning of "Dispute"*

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

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto: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 award to **May 31, 2020** 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:

Name: Jinping Wei  
Title: Procurement Officer  
Organization: Natural Resources Canada  
Address: 580 Booth St., Ottawa, ON, K1A 0E4  
Telephone: 343-292-6757  
E-mail address: [jinping.wei@canada.ca](mailto:jinping.wei@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 completed upon 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 completed upon contract award)

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address

## 7.8 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.9 Payment

### 7.9.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a Firm price, as indicated in Annex B for a cost of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

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

### 7.9.2 Method of Payment

#### Milestone Payments

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



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

**7.10 Invoicing Instructions**

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

<p><u>E-mail:</u></p> <p><a href="mailto:nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca">nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca</a></p> <p><b>Note:</b> Attach "PDF" file. No other formats will be accepted</p>
<b>OR</b>
<p><u>Fax:</u></p> <p>Local NCR region: <b>613-947-0987</b> Toll-free: <b>1-877-947-0987</b></p> <p><b>Note:</b> Use highest quality settings available.</p>

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

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers: Contract number: \_\_\_\_\_ (To be completed upon contract award)

**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 (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information;
- (c) The general conditions 2010B (2018-06-21) General Conditions – Professional Services - Medium Complexity;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) The Contractor's bid dated \_\_\_\_\_, (To be completed upon contract award)

### 7.15 Insurance

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

### 7.16 Contract Administration

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



## ANNEX “A” - STATEMENT OF WORK

### SW1.0 TITLE

*Data Collection for Imported Biofuels.*

### SW2.0 BACKGROUND

Under the Pan-Canadian Framework on Clean Growth and Climate Change, the Government of Canada is developing the Clean Fuel Standard (CFS) with the objective of achieving 30 megatonnes of annual reductions in GHG emissions by 2030. The CFS will apply to a broad suite of fuels used across transportation, industry and buildings, creating demand for low carbon fuels.

Environment and Climate Change Canada (ECCC) is developing a lifecycle assessment methodology and modelling tool to assess the carbon intensities of fuels for the Clean Fuel Standard. The fuel lifecycle assessment (LCA) modelling tool will be based on the best-available and peer-reviewed methodologies and data to produce accurate carbon intensity values for Canadian fuel pathways with the appropriate level of granularity. The modelling tool must provide transparent and traceable carbon intensity calculations and, comply with International Standards Organization (ISO) standards 14040 and 14044.

In its current state of development, the LCA tool is using GREET and literature to determine carbon intensity values for imported feedstocks and for imported low carbon fuels.

In 2017 Canada consumed just over 3 billion liters (BL) of ethanol per day, 1.2 BL of which were imported, and used 0.64 BL of biomass-based diesel per day, 0.46 BL of which were imported.

### SW3.0 OBJECTIVES

This study will identify the main low carbon fuels imported into Canada and collect life cycle inventory low carbon fuel production data to incorporate into ECCC's LCA modeling tool. These additional data will allow to better estimate the life cycle carbon intensity of imported low carbon fuels into Canada and have a consistent LCA methodology applied to all low carbon fuels in the LCA tool.



**SW4.0 PROJECT REQUIREMENTS**

**SW4.1 Tasks, Deliverables and Milestones Schedule**

Milestone	Key Task	Deliverables / Milestones	Draft Time Schedule
1	1. Plan and lead a project kickoff meeting	Establish schedule to check-in with project authority and ECCC staff to review data collection results and challenges	Within ~ 1 week of contract award
	2. Develop and finalize with NRCan a report outline	Report outline	Within ~ 2 weeks of contract award
	3. Develop and finalize a methodology for the collection and sharing of facility level data	Prepare and submit the following products: a. The methodology for data collection b. Identify any foreseen challenges in collecting data. Propose solutions.	Within ~ 4 weeks of contract award
2	4. Prepare and submit a draft report for review	Draft report containing the following items:  a. Executive Summary: A synopsis of the objectives of the study and answers to the most relevant questions as well as recommendations/solutions. b. Introduction: A background that includes the purpose, scope and deliverables of this study. c. Analysis (main body): the main body of the report addresses the specific objectives set under SW.4.0.	March 31, 2020
3	5. Incorporate changes into second draft report	Second draft report	April 30, 2020
	6. Prepare and submit a final report and any supporting material	Final report and any supporting material	May 31, 2020

**SW4.2 Specific Deliverable Objectives**

1. Identify the top 20 imported low carbon fuels (e.g. ethanol, biodiesel and hydrogenated derived renewable diesel) into Canada, including country of origin. It is recommended to use British



Columbia's Low Carbon Fuel Standard (LCFS) reporting as a starting point to identify the top imports.

2. Collection of data from literature
  - a. For imported low carbon fuels from the U.S., it is recommended to first source data and information from the literature (e.g. USDA crop data). Other sources could include BC LCFS data, California's LCFS data.
  - b. Compare against literature values from comparable process technologies.
  - c. It is desired to also collect feedstock production data, where available.
3. Using the data collection template to be provided by the Project Authority, collect and compile measurable operational (i.e. primary) data from the various process units that can be used to feed into the determination of the life cycle carbon intensity of each low carbon fuel.
4. Each low carbon fuel data collection should include a detailed process flow diagram indicating material flows, and energy and emissions inputs and outputs. Where energy inputs are from outside sources, such as grid electricity, liquid fuels, gaseous fuels, etc. as much reference data on point of origin, travel distances, and method of transport are to be collected as well.
  - a. Country or regional-specific input parameters such as power generation mix should be taken into account.
  - b. Agricultural practices (e.g. application of fertilizers, tilling) will need to be identified and taken into account.
5. Data collected and used will be clearly identified as primary or secondary data, how it was collected, source, and applicable unit operations.
6. Primary data is needed to determine GHG emissions from each stage from feedstock extraction/collection to transportation to Canadian blending terminals or refineries and needs to consider the following elements:
  - a. Stages will include, but may not be limited to: feedstocks production, feedstock transmission, production and processing, and low carbon fuel transportation to Canada. All GHG emissions for energy used should be calculated with regional specific emissions factors (Electricity, Natural Gas, Heat)
  - b. Direct land management impacts are required where applicable.
  - c. Gas leaks, venting and flares must be considered if applicable.
7. Data collection should follow an appropriate lifecycle inventory methodology so as to allow for easy transformation of the data into the new ECCC LCA modelling tool. Methodology should adhere to ISO 14040 and 14044 standards. Methodology choices are to be well documented.
  - a. Data variability and uncertainty is to be considered and documented. Data collected needs to be verifiable. A quality and assurance protocol should be established and described.
  - b. Recommend estimation methodologies for missing data parameters in accordance with ISO 14040 and 14044 standards or other best practices, where available. The proposed estimations will be discussed with the project authority and ECCC.

### **SW4.3 Reporting Requirements**

The contractor will be required to report by e-mail or by-phone on a bi-weekly basis to provide an update on the project, progress on the milestones and discuss any feedback the client may have.





#### **SW4.4 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.

#### **SW4.5 Specifications and Standards**

The final report shall be delivered to NRCan in English, in Microsoft Word format. Hard copies are not required. All sources of information are to be referenced and provided in the report.

Any supporting material shall be delivered to NRCan in English, in Microsoft Excel, openLCA, SimaPro, or other LCA file formats (GREET.net etc.) or Word format. Hard copies are not required. All sources of information are to be referenced and provided.

#### **SW5.0 OTHER TERMS AND CONDITIONS**

##### **SW5.1 Contractor's Obligations**

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

- Report bi-weekly via e-mail.
- Participate in teleconferences, as needed.
- Submit the invoice within one week of client acceptance of final report and database, **and no later than June 15, 2020.**

##### **SW5.2 NRCan's Obligations**

Under this contract, NRCan will:

- Provide assistance and guidance regarding the scope of data to be collected;
- Provide available documentation on the topic; and
- Review and provide feedback to the draft reports within 10 business days.

##### **SW5.3 Language of Work**

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

##### **SW5.5 Travel**

The work will be completed exclusively within the contractor's office. There is no allowance for travel for this contract.



**ANNEX “B” - BASIS OF PAYMENT**

*(To be completed at contract award)*

**1. FIRM PRICE - Milestone Payments**

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

Milestone #	Description of Milestone	Milestone Firm Price (applicable taxes excluded)
1	67% of the total price upon delivery and acceptance by the Project Authority, of deliverables for tasks 1-3 of Milestone 1 and task 4 of Milestone 2, as identified in Annex A, SW4.1	\$ _____
2	33% of the total price upon delivery and acceptance by the Project Authority, of deliverable for tasks 5 and 6 of Milestone 3, and all other and previous deliverables, as identified in the statement of work at Annex A, SW4.1.	\$ _____
<b>Total Firm Price:</b>		\$ _____



## 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.

Proposals MUST demonstrate compliance with all of the following Mandatory Requirements and MUST provide the necessary documentation to support compliance.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	The Bidder <b>MUST</b> 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 Bidder <b>MUST</b> demonstrate a minimum of 5 years’ experience in collecting and analyzing data for low carbon fuel production, including feedstock data.		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M3	The Bidder <b>MUST</b> demonstrate a minimum of 5 years' experience in analyzing, assessing or evaluating low carbon fuel production technologies.		
M4	The Bidder's proposal <b>MUST</b> : <ul style="list-style-type: none"> <li>• Address key points/tasks in SW.4.2 in the SOW</li> <li>• Include a detailed methodology for collecting the required facility level data</li> </ul>		

### 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:

Req. ID	Rated Requirement	Evaluation Criteria Scoring Method/ Points Breakdown	Maximum Points Available	Proposal Page #
R1	The Bidder demonstrates a comprehensive methodological approach to complete all aspects of the project.	<p><b>(11 pts)</b> The methodological approach includes a detailed description of each step that will be undertaken to meet each deliverable in the Statement of Work. The methodology is complete, realistic and feasible; the approach offers advantages and/or trade-offs justifications.</p> <p><b>(7 pts)</b> The methodological approach includes descriptions of each step that will be undertaken to meet each deliverable in the Statement of Work, but is a) missing a key step OR b) some steps are not realistic or feasible. The approach offers some advantages with trade-off justifications.</p> <p><b>(3 pts)</b> The methodological approach is incomplete (missing 2 key steps), or is not realistic or not feasible, and the approach is not convincingly advantageous.</p>	11	



		<b>(0 pts)</b> There is no methodological approach in the proposal.		
<b>R2</b>	Bid includes possible problems and challenges that could impact the quality and/or delivery of the project and proposed solutions.	<p><b>(6 pts)</b> Possible problems and challenges that could arise that would impact the quality and/or delivery of the project are clearly described; demonstrate a realistic approach and understanding of the project; the proposed solutions are realistic and within the scope of the project.</p> <p><b>(3 pts)</b> Possible problems and challenges that could arise that would impact the quality and/or delivery of the project are not clearly described or are incomplete, i.e. they are not entirely aligned with the Statement of Work and/or the Contractor's proposed approach OR the proposed solutions are not sufficient to address the issues or are outside the scope of the project as described in the Statement of Work.</p> <p><b>(0 pts)</b> Possible problems and challenges that could arise that would impact the quality and/or delivery of the project are not described and do not demonstrate a complete understanding of the project.</p>	6	
<b>R3</b>	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 the following:	Bidders will be allocated points based on identifying and describing each of the work plan elements listed <b>(maximum 2 points per element, Maximum 10 points in total)</b> .	10	



	<p>a. Scheduling of deliverables and milestones</p> <p>b. Task breakdown and assignment of experienced personnel to each task</p> <p>c. Level of effort</p> <p>d. Reporting and debriefing arrangements</p> <p>e. Identify potential risks and problem areas and provide a realistic plan for mitigating risks</p>			
<b>R4</b>	<p>Experience in collecting and analyzing data.</p> <p>(As demonstrated through a maximum of 2 project descriptions)</p>	<p><b>(6 pts)</b> The bidder has experience in reviewing biofuel literature data, collecting operational data from biofuel facilities, specifically including feedstock parameters (for example, amount of fertilizer used).</p> <p><b>(4 pts)</b> The bidder has experience in reviewing biofuel literature data and collecting operational data from biofuel facilities;</p> <p><b>(2 pts)</b> The bidder has experience in collecting operational data from other industries.</p>	<p><b>12</b> <b>(Maximum of 6 points per project)</b></p>	
<b>R5</b>	<p>The Bidder demonstrates experience in studying, researching, and/or working with one or both ethanol production and/or processes, renewable diesel production and/or processes.</p> <p>(As demonstrated through a maximum of 2 project descriptions)</p>	<p><b>(4 pts)</b> The bidder has experience conducting technical analyses of ethanol and/or renewable diesel production, including preparation of detailed process flow diagram indicating material flows, and energy and emissions inputs and outputs in Canada and/or abroad.</p> <p><b>(2 pts)</b> The bidder has experience with conducting technical analyses of ethanol and/or renewable diesel production.</p>	<p><b>8</b> <b>(Maximum of 4 points per project)</b></p>	
<b>R6</b>	<p>The bidder should demonstrate, using project description(s), that the Project Manager has experience working in close collaboration with</p>	<p><b>(3 pts)</b> The Project Manager has experience in working in close collaboration with clients. The Project Manager demonstrates how successful the client collaboration experience was.</p>	<p><b>6</b> <b>(Maximum of 3 points per project)</b></p>	



	clients. (Maximum of 2 project descriptions)	<p><b>(2 pts)</b> The Project Manager has experience in working in close collaboration with clients, but did not demonstrate clearly if the resulting collaboration was successful.</p> <p><b>(1 pts)</b> The Project Manager has experience in working with clients, but not in close collaboration.</p> <p><b>(0 pts)</b> No reference project provided.</p>		
<b>TOTAL POINTS AVAILABLE</b>			<b>53</b>	
<b>TOTAL POINTS NEEDED TO BE CONSIDERED COMPLIANT (60%)</b>			<b>32</b>	



**APPENDIX 2 – FINANCIAL PROPOSAL FORM**

**1. FIRM PRICE - Milestone Payments**

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

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

Milestone #	Description of Milestone	Milestone Firm Price (applicable taxes excluded)
1	67% of the total price upon delivery and acceptance by the Project Authority, of deliverables for tasks 1-3 of Milestone 1 and task 4 of Milestone 2, as identified in Annex A, SW4.1	\$ _____
2	33% of the total price upon delivery and acceptance by the Project Authority, of deliverable for tasks 5 and 6 of Milestone 3, and all other and previous deliverables, as identified in the statement of work at Annex A, SW4.1.	\$ _____
<b>Total Firm Price for Financial Proposal Evaluation:</b>		\$ _____