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

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



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

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

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to examine and assess the competitiveness of Canadian clean fuels industries. For the purposes of the study, clean fuels includes the production, distribution, and use of clean hydrogen, renewable natural gas, biogas, ethanol, biodiesel, renewable diesel, co-processing, biocrude, synthetic fuels, and sustainable aviation fuels. The report will assess a variety of quantitative and qualitative measures to determine how competitive Canada is in attracting and driving investment decisions in domestic clean fuels industries.

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 will be done in writing, by email.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

- **In the complete text content (except Section 1 and 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8: Delete Entirely**
- **Subsection 2 of Section 8: Delete entirely**
- **Under Subsection 2 of Section 20:** Not applicable

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

Delete: 60 days

Insert: 120 days

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:

rncan.albertabidssubmission-albertasoumissiondesoffres.rncan@canada.ca

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

IMPORTANT

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

NRCan RFP 5000060830 - Competitiveness of Canada’s Clean Fuels Industries

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 ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



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)
- Section IV: Additional Information (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 "B". The total amount of Applicable Taxes must be shown separately.

Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Appendix "C".

4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix "D"-Financial Proposal Form.

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 points specified for each criterion for the technical evaluation, and
 - d. obtain the required minimum of 24 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 40 points.
2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions

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

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



- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: _____

OR

Name of each member of the joint venture:

Member 1: _____

Member 2: _____

Member 3: _____

Member 4: _____

Identification of the administrators/owners:

SURNAME	NAME	TITLE

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website. (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution



and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.2.4 Education and Experience

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

5.2.5 Former Public Servant

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

Definitions

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

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

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



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

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant; _____
- b. date of termination of employment or retirement from the Public Service. _____

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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.



Signature

Date



PART 6 - SECURITY

6.1 Security Requirements

There are no security requirements associated with this requirement.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [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 \(2020-05-28\)](#), 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).

7.3 Dispute Resolution

Mediation

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

Arbitration

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

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



Meaning of "Dispute"

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

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

7.4 Security Requirements

7.4.1 There is no security requirement applicable to the Contract.

7.5 Term of Contract

7.5.1 *Period of the Contract*

The period of the Contract is from date of Contract Award to _____ inclusive.

7.6 Comprehensive Land Claims Agreements (CLCAs)

The Contract is not subject to any Comprehensive Land Claims Agreements.

7.7 Authorities

7.7.1 *Contracting Authority*

The Contracting Authority for the Contract is:

Name: Moira Farkas
Title: Procurement Officer
Organization: Natural Resources Canada
Address: 5320 122 Street NW, Edmonton, AB T6H 3S5
Telephone: 403-462-1162
E-mail address: moira.farkas@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

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

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 Fixed Time Rate – Ceiling Price

*SACC clause **C1206C** (2017-08-17)*

The Contractor will be paid for the Work performed in accordance with the Basis of payment at annex "B", to a ceiling price of \$_____. Customs duties are excluded and Applicable Taxes are extra.



7.9.2 Method of Payment

Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

7.9.3 Discretionary Audit

SACC Manual Clause, C0101C (2010-01-11) Discretionary Audit - Non-commercial Goods and/or Services).

7.9.4 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.10 Invoicing Instructions

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

E-mail:

nrcan.invoiceimaging-servicedimageriedesfactures.rncan@canada.ca

Note: Attach "PDF" file. No other formats will be accepted

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

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

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



7.11 Certifications and Additional Information

7.11.1 Compliance

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

7.12 Applicable Laws

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

7.13 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2010B (2020-05-28) General Conditions – Professional Services - Medium Complexity;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Evaluation Criteria;
- f) Annex D, Financial Proposal Form
- g) the Contractor's bid dated _____.

7.14 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.

7.15 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

SW1 Title

Competitiveness of Canada’s Clean Fuels Industries

SW2 Background

Natural Resources Canada’s Clean Fuels Branch has a mandate to catalyze the growth of the clean fuels industries in Canada – supporting the production, distribution and use of clean fuels across the economy. These activities will help Canada reduce greenhouse gas emissions in support of 2030 targets and a net-zero 2050 goal, drive prosperity through job creation, economic activity and exports, help the energy sector pivot towards low-carbon growth and enhance energy security.

The Government of Canada is taking action to grow clean fuel industries. In December 2020, it published the draft *Clean Fuels Regulations*, which will drive down the carbon intensity of liquid fuels used in Canada. An accelerated pollution price will change the relative price of fuels, helping to increase demand for clean fuels over time. As part of the Strengthened Climate Plan: *A Healthy Environment and a Healthy Economy*, and the 2021 federal budget, the Government also announced several complementary measures that will support clean fuel markets. This includes \$8B for the Strategic Innovation Fund Net-Zero Accelerator, a \$1.5B Clean Fuels Fund to de-risk investments in new clean fuels production capacity, funding for codes and standards, several tax measures including for carbon capture storage and utilization investments, and funding to support the purchase of clean fuels in federal marine and aviation operations. The Government also released a *Hydrogen Strategy for Canada* in December 2020, which lays out recommendations for growing Canada’s hydrogen economy and positioning Canada to be a supplier of choice to the world.

The Government of Canada is making these investments at a time when many international players are vying to claim a share of growing clean fuel industries. For this reason, it is important to track Canada’s competitive position relative to other major producing economies and ascertain whether the country is well-positioned to attract investments in clean fuels industries.

SW3 Scope of Work

The objective of the study is to examine and assess the competitiveness of Canadian clean fuels industries. For the purposes of the study, clean fuels includes the production, distribution, and use of clean hydrogen, renewable natural gas, biogas, ethanol, biodiesel, renewable diesel, co-processing, biocrude, synthetic fuels, and sustainable aviation fuels. The report will assess a variety of quantitative and qualitative measures to determine how competitive Canada is in attracting and driving investment decisions in domestic clean fuels industries.

The analysis should also consider competitiveness considerations across different elements of the value-chain, which includes feedstock supply chains, production capacity, distribution and retail infrastructure, and fuel-switching in major industrial sectors.



Specifically, the study will analyze and draw conclusions in the following three areas:

1. Defining “competitiveness” with respect to clean fuels industries

To frame the analysis, a clear definition of competitiveness will need to be developed at the outset. While the definition should be specific to clean fuels, the analysis should use existing and well-established definitions on competitiveness. The definition should be principally formulated to gauge the extent to which clean fuels industries in the upstream (feedstocks supply chains and production capacity) are able to attract private investment. However, competitiveness considerations in the mid- and downstream should also be outlined.

The analysis should examine the metrics available to measure competitiveness and make a recommendation on the optimal approach, considering issues that include but are not limited to:

- Productivity, innovation capacity, access to a skilled workforce, and infrastructure;
- Legislative, policy, regulatory and market dynamics, including fiscal policies and programs, market-based and performance-based regulations, and taxation measures;
- Ease of comparison or benchmarking to other jurisdictions (e.g., with varying sizes and structures to clean fuel industries).

2. Positioning Canada relative to other jurisdictions

Using the definitional framework and metrics from task 1, the analysis should provide Natural Resources Canada with a clear understanding of how competitive Canada is relative to other jurisdictions (e.g., the U.S., the EU, Brazil etc.). The analysis should consider the different competitiveness dynamics for various clean fuels, e.g. renewable diesel, clean hydrogen etc.

Jurisdictional comparisons should take into consideration policies and programs for different types of clean fuels as well as any relevant policies and programs across the federal government and other Canadian jurisdictions (i.e., provinces, territories, municipal government initiatives, etc.) Any jurisdictional comparison should take into consideration how ‘clean fuels’ are defined within a jurisdiction’s policy, regulatory, and program environments and also consider a jurisdiction’s natural advantages. The comparison should also highlight what legislative, regulatory, policy, and program levers other jurisdictions are using that Canada is not, as well as provide examples of what countries are “ahead” of Canada in the clean fuels space and what we can learn. Finally, in conducting a jurisdictional comparison, if Canada is found to not fair well relative to a specific jurisdiction, the report should detail where the gaps are and recommend areas of improvement. Any comparison should consider inherent differences that would be meaningful in drawing analytical conclusions, such as the size of the jurisdiction and industry being compared, or any other notable structural differences.

3. Value-chain considerations

The analysis should examine various elements of the value-chain, including enabling measures like RD&D, codes and standards, and awareness/public confidence to identify gaps in the policy, regulatory, and program environments and affect investment in Canada.



SW4 Tasks, Deliverables, Milestones and Schedule

SW4.1 Tasks

The specific tasks of this study are the following:

1. Plan and lead a project kick-off meeting.
2. Present key areas of focus and exploration for the literature review.
3. Prepare and submit a draft report for review and comment that contains the following:
 - a. Executive summary: a synopsis of the objectives of the study, methodological approach and shortcoming, and key findings
 - b. Methodology: a clear explanation of the methodology and key sources cited.
 - c. Analysis (main body): The analysis should include the detailed assessment of the literature and available data, covering all areas outlined in Section 3, Scope of Work.
 - d. Conclusion: should include recommendations and conclusions, as well as any analytical gaps along with ways to improve the analytical work moving forward.
4. Prepare and submit a draft final report that incorporates comments received from the project authority.
5. Present findings to the project authority and/or other Government of Canada officials.
6. Prepare and submit final report.

SW4.2 Deliverables and Milestones

Task	Deliverables / Milestones	Draft Time Schedule	Payment
1	Plan and lead a project kickoff meeting	Within ~ 1 week of contract award – the week of August 9, 2021	
2	Prepare and submit an outline for the report	Within ~ 2 weeks of contract award – the week of August 16, 2021	
3	Prepare and submit a draft report for review	Within ~ 6 weeks after completion of task 2 – the week of September 20, 2021	
4	Incorporate changes into second draft report	Within ~ 2 weeks after completion of task 3 – the week of October 11, 2021	
5	Prepare and submit a final report and any supporting material, including underlying data	Within ~ 2 weeks after completion of 4 – the week of October 25, 2021	



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. This work will be performed in a virtual environment. Travel and additional related expenses are not applicable.



ANNEX "B" - BASIS OF PAYMENT *(TO BE COMPLETED AT CONTRACT AWARD)*



APPENDIX “C” - 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 Bidder MUST demonstrate a minimum of five (5) years experience in performing market analysis in the clean fuels or oil and gas sector, particularly analysis of competitiveness in markets.		
M3	The Bidder MUST demonstrate a minimum of five (5) years experience in performing analyses of composition and trends in the Canadian clean fuels or oil and gas sector.		
M4	The Bidder MUST demonstrate experience performing international comparative statistical analyses.		



1.2 Evaluation of rated criteria

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

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

Proposals will be evaluated based on the following criteria:

Criterion ID	Point Rated Technical Criteria	Minimum Points /Maximum Points	Proposal Page #
R1	<p>The Bidder demonstrates a comprehensive methodological approach to complete all aspects of the project including:</p> <p>Twelve (12) points - 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 with trade-offs justifications.</p> <p>Seven (7) points - 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>Three (3) points - The methodological approach is incomplete (missing 2 key steps), or is not realistic or not feasible and the approach is not convincingly advantageous.</p> <p>Zero (0) points - There is no methodological approach in the proposal.</p> <p>A maximum of twelve (12) points can be awarded.</p>	12	
R2	<p>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:</p> <ul style="list-style-type: none"> 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 <p>Bidders will be allocated points based on identifying and describing each of the work plan elements listed above (maximum two (2) points per element up to a maximum of ten (10) points).</p>	10	



<p>R3</p>	<p>The Bidder should demonstrate, using project description(s), experience in performing market analysis in the clean fuels or oil and gas sector (Maximum of 2 project descriptions to be submitted). For each project description, points will be awarded as followed:</p> <p>Four (4) points - The bidder has experience producing reports regarding analysis in competitive markets in the clean fuels sector, including analyzing attracting upstream private investment and/or mid/downstream competitiveness.</p> <p>Two (2) points - The bidder has experience producing reports regarding analysis in competitive markets in the oil and gas sector, including analyzing attracting upstream private investment and/or mid/downstream competitiveness, but limited experience in analyzing competitiveness in the clean fuels sector.</p> <p>One (1) point - The bidder has no relevant experience related to analysis of competitiveness in markets, but shows limited expertise in conducting general market analysis in the clean fuels or oil and gas sector.</p> <p>Zero (0) points – The bidder does not demonstrate experience in market analysis in either the clean fuels or oil and gas sector.</p> <p>Up to a maximum of four (4) points per project for a total of eight (8) points can be awarded.</p>	<p>4 x 2 = 8</p>	
<p>R4</p>	<p>The Bidder should demonstrate, using project description(s), experience in performing analyses of and trends in the Canadian clean fuels or oil and gas sector (Maximum of 2 project descriptions to be submitted). For each project description, points will be awarded as followed:</p> <p>Five (5) points - The bidder has experience analyzing composition and trends in the Canadian clean fuel sector, including renewable fuels and related supply chains and technology manufacturers and in both upstream and downstream energy sector.</p> <p>Two (2) points - The bidder has experience analyzing composition and trends in upstream and/or downstream Canadian oil and gas sector supply chain, but no experience analyzing composition and trends in upstream and/or downstream Canadian clean fuels sector supply chain.</p> <p>One (1) point - The bidder has no relevant experience related to analyzing the upstream and/or downstream energy supply chain in either the Canadian clean fuels or oil and gas sector, but shows some expertise in analyzing compositions and trends in either the Canadian clean fuel sector or oil and gas sector.</p> <p>Zero (0) points – The bidder does not demonstrate experience in analyzing either the Canadian clean fuels or oil and gas sector.</p> <p>Up to a maximum of five (5) points per project for a total of ten (10) points can be awarded.</p>	<p>5 x 2 = 10</p>	
<p style="text-align: right;">Total points available:</p>		<p>40</p>	
<p style="text-align: right;">Total points to be considered compliant:</p>		<p>24</p>	



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

EVALUATION GRID	
Excellent (100%) – five (5)	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%) – four (4)	The information provided clearly shows the bidder fully understands all elements of the rated criteria.
Good (60%) – three (3)	The information provided clearly shows the bidder fully understands certain but not all elements of the rated criteria.
Unsatisfactory (40%) – two (2)	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%) – one (1)	The information provided shows that the bidder has a basic understanding of the specified criteria.
Unacceptable (0%) – zero (0)	The information provided does not meet the criteria.

2. Financial Criteria

2.1 Mandatory Financial Criteria

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

2.1.1 Funding Limitation

The maximum funding available for the Contract resulting from the bid solicitation is **\$85000.00 (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 **includes 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.

2.1.2 COST BREAKDOWN

It is mandatory to present a cost breakdown to support the Financial Proposal (Appendix "D" - Financial Proposal Form).



APPENDIX “D” - 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)
	\$ _____
A - Total Firm Price (Taxes Extra):	\$ _____

2. Fees

The all-inclusive firm per diem rate or firm hourly rate for the completion of this project is in Canadian funds and does not include applicable taxes.

A	B	C	D (BxC)
Category of Personnel	Firm Daily Rates OR Firm Hourly Rate **	Estimated Level of Effort OR Number of Hours *	Total Estimated Costs for Professional Fees (Applicable Taxes Excluded)
1.	\$		\$
2.	\$		\$
3.	\$		\$
4.	\$		\$
5.	\$		\$
A- Estimated Total Price – Hourly Firm Rate :			\$

*** LEVEL OF EFFORT PRESENTED HEREIN IS USED FOR EVALUATION PURPOSES ONLY AND IT IS NOT A COMMITMENT BY CANADA.**

**** FOR ANY ERRORS IN THE CALCULATION, THE HOURLY/PER DIEM RATE SCHEDULE WILL BE UPHELD.**

Any estimated level of effort specified in the Pricing Details detailed above is provided for financial proposal evaluation purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee nor as a commitment by NRCan to respect those estimated in any resulting contract.