



Return Bids to :

Natural Resources Canada

Bid Receiving Natural Resources Canada
See herein for bid submission instructions

Request for Proposal (RFP)

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.

Comments :

Issuing Office :

Finance and Procurement Management Branch
Natural Resources Canada
Finance and Procurement Branch
Natural Resources Canada
1 Challenger Drive
Dartmouth, Nova Scotia
B2Y 4A2

Title	
Offshore and land-based, CO₂ Storage Study	
Solicitation No.	Date
NRCan- 5000063559	December 1, 2021
Requisition Reference No.	
167761	
Solicitation Closes –	
at – 02:00 PM (EST)	
on January 10, 2022	
Address Enquiries to:	
Julia.pace@nrcan-rncan.gc.ca	
Telephone No.	
902-719-4856	
Destination – of Goods and Services:	
Natural Resources Canada 580 Booth Street Ottawa, Ontario K1A 0E4	
Security – Sécurité	
There are no security requirements associated with this requirement.	
Vendor/Firm Name and Address	
Telephone No.:	
Email :	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)	
_____	_____
Signature	Date



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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 and any other annexes and attachments.

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 complete an overview and analysis of the regulatory framework governing CCS in Canada, including offshore CCS in Canadian waters. The study will take into consideration the state of readiness of CCS technologies and global regulatory insights and experiences, with a view to identifying legislative / regulatory gaps or challenges that are impacting further development of the technology in Canada.

The contract duration is from date of award to June 30, 2022.

1.2.1 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 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: The only acceptable email address to use with epost Connect for responses to bid solicitation issued by PWGSC headquarters is: tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca, or, if applicable, the email address identified in the bid solicitation. The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
Insert: The only acceptable email address to use with epost Connect for responses to bid solicitation issued by NRCan is: procurement-aprovisionnement@NRCan-RNCan.gc.ca
- **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

Bids must be submitted only to the Natural Resources Canada (NRCan) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation.

NRCan Bid Receiving Unit:

Only bids submitted using epost Connect service will be accepted.

At least 24 hours before the solicitation closes, the Bidder **MUST** send an email requesting to open an epost Connect conversation to the following address:
procurement-aprovisionnement@NRCan-RNCan.gc.ca



Note: Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open an ePost Connect conversation, as detailed in the Standard Instructions [2003 \(Subsection 2 of Section 08\)](#), or to send bids through an ePost Connect message if the bidder is using its own licensing agreement for ePost Connect.

IMPORTANT: It is requested that you write the bid solicitation number in “Subject” of the email:

NRCan – 5000063559 Offshore and land-based, CO₂ Storage

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

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

Due to the nature of the bid solicitation, bids transmitted by mail or facsimile 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the



reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Basis for Canada's Ownership of Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following reasons: as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#)

1. Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:
 - To generate knowledge and information for public dissemination.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically and in accordance with section 08 of 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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 (one (1) electronic copy)

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

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

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

Section I: Technical Bid

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

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

Section II: Financial Bid

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

Section III: Certifications

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



Section IV: Additional Information

In Section IV of their bid, bidders should provide:

1. the 1st page of this RFP signed with their legal name;
2. the name of the contact person (provide also this person's mailing address, phone numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.



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.

4.2 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 **criterion number RC4** for the technical evaluation, and
 - d. obtain the required minimum of 72 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 120 points.
2. Bids not meeting (a), (b), (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 60% for the technical merit and 40% 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 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		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	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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) (<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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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 – Required Documentation

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) (<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: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant; _____
- b. conditions of the lump sum payment incentive; _____
- c. date of termination of employment; _____
- d. amount of lump sum payment; _____
- e. rate of pay on which lump sum payment is based; _____



f. period of lump sum payment including:

- start date _____
- end date _____
- and number of weeks _____

g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Professional fees	Amount

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 AND OTHER REQUIREMENTS

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 _____. (*to be completed at contract award*)

7.2 Standard Clauses and Conditions

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

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, 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

[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.

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 to June 30, 2022 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: Julia Pace
Title: Procurement Specialist
Organization: Natural Resources Canada
Address: 1 Challenger Drive, Dartmouth, Nova Scotia
Telephone: 902-719-4856
E-mail address: Julia.pace@nrca-rncan.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside



the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.7.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:

Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail address:

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

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

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: 2019-01](#) 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 specified in Annex B for a cost of \$ _____ *insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.



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

7.9.2 Method of Payment

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 as follows:

E-mail:

invoiceimaging-servicedimageriedesfactures@nrcan-rncan.gc.ca

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

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

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

7.11 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 supplemental general conditions [4007](#) (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information;
- c) the general conditions – [2035](#) (2020-05-28) General Conditions - High Complexity Services;
- d) Annex A, Statement of Work;
- e) Annex B, Base of Payment;
- f) the Contractor's bid dated _____.

7.14 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause [A2000C](#) _____ (*insert date*) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) _____ (*insert date*) Foreign Nationals (Foreign Contractor)

7.15 Insurance

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

7.16 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by (*insert "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

1. TITLE

Identifying legal, regulatory, and jurisdictional challenges to CO₂ storage including offshore and land-based.

2. BACKGROUND

As outlined in the [Paris climate agreement](#), avoiding the worst impacts of global warming will require a dramatic reduction in carbon dioxide (CO₂) emitted into the atmosphere. Carbon capture and storage (CCS) is a promising climate-measure that will play a significant role in achieving net-zero by 2050. According to the International Energy Agency's (IEA) Net Zero Emissions roadmap, carbon capture, utilization and storage accounts for 7.6 GtCO₂ in global emissions reductions by 2050.

Canada is committed to net-zero by 2050, and is implementing a [Pan-Canadian approach](#) to reducing greenhouse gas (GHG) emissions and transitioning to a low-carbon economy. As a part of its strategy, the Government of Canada recognizes that the development and deployment of CCS technologies will be critical for Canada to meet its stated GHG emissions reduction targets. However, to facilitate the necessary long-term investment in CCS technologies, the federal government requires a complete understanding of the potential legal, regulatory, and jurisdictional barriers that could impact proposed research, development and demonstration (RD&D) projects from moving forward.

Canada has an abundant potential for underground storage of CO₂ due to the sedimentary basins covering most of the country's land and extending into Canadian waters, and use of oil and gas reservoirs and saline formations for CO₂ storage have performed well. However, despite the demonstrated successes, the absence of sufficient regulations/legislation in all jurisdictions across Canada to ensure that CO₂ is safely transported and permanently stored underground or offshore, could hamper the development of this valuable resource. As well as ensuring the safety and security of CCS activities, regulatory frameworks are also important to clarify the rights and responsibilities of CCS stakeholders, including relevant authorities, operators and the public, and to provide certainty for project investors.

The scope of the work to be undertaken is limited to identifying all legal, regulatory and jurisdictional barriers that exist at the domestic level and international CCS regulatory models that could be considered in a Canadian context that could impact CCS development. The outcomes of the work will be used to inform and identify strategies to encourage CCS RD&D in Canada. In the near term, it will be used to inform priority setting for the Office of Energy Research and Development's (OERD) federal and external funding programs for the next funding cycle.

Land-based

While land-based CCS is well demonstrated in Alberta and Saskatchewan, further development elsewhere in Canada could be constrained by the lack of enabling CCS regulatory frameworks that provide certainty for project developers and investors. CCS regulatory frameworks exist in Alberta and Saskatchewan, including:

Alberta (e.g. [Carbon Capture and Storage Statutes Amendment Act, 2010](#), [Mines and Minerals Act](#), [Oil and Gas Conservation Act](#), [Carbon Sequestration Tenure Regulation](#), [Carbon Sequestration Tenure Management](#)).

Saskatchewan (e.g. [Crown Minerals Act](#), [Oil and Gas Conservation Act](#), [Oil and Gas Conservation Regulations](#)).



Apart from Alberta and Saskatchewan, regulations to accommodate large-scale CO₂ storage would require development in other provinces / territories in Canada. The experiences of more advanced provinces can be leveraged as well as global best practices and CCS technical standards work, which has been ongoing over the last decade. This could include the Global CCS Initiative, that evaluates the legal and regulatory readiness of national jurisdictions; and the CSA Group's standard for the geological storage of CO₂.

Offshore

Another option is offshore sequestration, which includes injection of CO₂ directly into the deep ocean or into sub-seabed geologic formations. Injection into deep ocean –otherwise known as ocean sequestration –is still nascent and requires further research to ensure it is a suitable storage option which does not have long-term impacts to ocean habitats. However, sub-seabed injection is able to leverage some of the onshore knowledge.

Suitable sub-seabed geological formations with the required permeability, porosity, injectivity, density, pressure, temperature, and seal (i.e. cap rock) integrity for CCS exist off both the east coast and west coast of Canada and have the capacity to store hundreds of years' worth of CO₂ emissions. While technically feasible, the development of these technologies are constrained by a variety of factors, including high costs; the need for further technological progress; limited resources; and legal, regulatory and jurisdictional issues. Currently, Canada does not have a comprehensive regulatory framework specific to offshore CCS. While regulators have suggested that offshore CCS may be regulated under general environmental regulatory programs, little guidance has been provided on when and how these existing regulatory instruments would apply. For example, the "disposal at sea" program, which is administered by Environment and Climate Change Canada (ECCC), currently prohibits offshore CCS in Canadian waters with very limited exceptions. Even if ECCC was to provide an exception and allow for offshore CCS development in Canadian waters, it would likely be hindered by other regulatory programs. Specifically, Canada is party to the London Protocol, which was created to protect and preserve the marine environment from all sources of pollution.

International CCS regulatory models for offshore CCS that could be considered in a Canadian context, include the following countries: Norway, the UK, Australia, the US, the Netherlands, and Japan. For example, the Northern Lights Project situated off the coast of Norway is an off-shore CCS demonstration project with potentially similar legal regulatory and jurisdictional issues.

3. OBJECTIVES

NRCan is seeking a Service Provider to complete research report that provides an overview and analysis of the regulatory framework governing CCS both in Canada and globally. The report will take into account the current state of land-based and offshore CCS technologies, provide global regulatory insights and experiences, and identify the legislative and regulatory gaps and challenges that are impacting further development of the technology in Canada.

The contractor is expected to:

- Identify and assess relevant regulations and legislation that pertain to the development of land-based and offshore CCS in Canada including the Canadian Environmental Protection Act. Identify inter-provincial/territorial regulatory challenges and take into consideration the regulatory compatibility with the USA. Identify areas where regulatory certainty is needed to enable CCS to the scale that is required for reaching net zero.



- Identify and assess relevant regulations and legislation pertaining to the frameworks in place for countries that are at the forefront of developing CCS technologies. The list of countries include but is not limited to Japan, Norway, Australia, Great Britain, Iceland and The Netherlands.
- Identify and assess relevant international regulations currently in place including the [London Protocol](#), provide an understanding of Canada's involvement in the development of these regulations, and how Canada's regulatory framework interacts with its own domestic regulations.
- Identify the gaps in science, and the knowledge required to support the development of future regulatory frameworks.
- Using case studies from other jurisdictions, stakeholder input, expertise and legal opinion, provide three approaches that would lead to the advancement of regulatory frameworks in Canada.

It is expected that the contractor will use documents pertaining to CCS including but not limited to: existing legislative assessments, regulatory gaps and needs, documents from recent consultation processes, legal opinions, existing initiatives (e.g. Canada, US, Europe, Australia, Japan), stakeholder consultations (industry, associations, academia, governments, research communities), and experience the consultant can draw upon from related projects.

4. PROJECT REQUIREMENTS

In order to complete the work, the Contractor is expected to:

- Review and analyze recent literature to ascertain important influencing factors (technology, market, regulatory);
- Identify and consult with stakeholders as required to gather relevant information;
- Analyze information gathered to draw conclusions regarding CCS regulations that offer the best opportunities for Canada;
- Prepare updates according to the project schedule (Table 1) based on research, analysis, and consultations;
- Prepare a Final Report, summarizing their review and analysis which is to include at minimum a the following section:
 - Introduction
 - Situational Analysis
 - Assessment of regulatory framework (Canada and international)
 - Canadian opportunities
 - Conclusion/Summary
- Incorporate or respond to all comments on the draft report from the client;
- Ensure that all deliverables are provided as electronic documents with accessible formatting as per government guidelines (<https://crtc.gc.ca/eng/archive/acces.htm> and <https://a11y.canada.ca/en/guides/office2016/>), including:
 - Use an easily-readable, sans-serif font that is at least 11 point (for print-style documents) or 18 point (presentations)
 - Using a glossary to define acronyms, terms or jargon needed throughout the file
 - Using text descriptions for images
 - Using software application's heading styles
 - Using graphics only to enhance what is already provided in text
- Submit the final report;



4.1 DELIVERABLES, MILESTONES AND TIMELINES

Table 1: Project Schedule

Task	Deliverable/Milestone	Schedule
Task 1 - Kickoff meeting	Meeting with OERD Meeting Minutes	Within 1 week of Contract Award (CA)
Task 2 – Finalize work plan	Reference materials for meeting Work plan including framework Meeting with OERD Meeting Minutes	<i>Within 3 weeks of CA, exact date TBD during kickoff meeting</i>
Task 3 – Mid-project review report	Meeting with OERD to review progress, identify any issues, data gaps Preliminary findings presentation and report at minimum to include preliminary findings from review of Canadian and international legislation	<i>Within 10 weeks of CA (no later than March 31, 2022), exact date TBD during kickoff meeting</i>
Task 4 – OERD acceptance of draft report	OERD to review report and provide comment Meeting with OERD	<i>Within 12 weeks of CA, exact date TBD during kickoff meeting</i>
Task 5 – Draft Final report	Draft Report including final high level summary (ex. executive summary, report highlights page, etc), including identified gaps for regulations and proposed approaches Presentation of performance study findings and recommendations to OERD Any background information on other requirements) for reports, if applicable	<i>Within 20 weeks of CA, exact date TBD during kickoff meeting</i>
Task 6 – OERD Follow up and review of report	OERD to review report and provide comment Meeting with OERD	<i>Within 22 weeks of CA, exact date TBD during kickoff meeting</i>
Task 7 – Final report	Final report	<i>Within 24 weeks of CA, no later than June 30, 2022</i>

5. OTHER TERMS AND CONDITIONS OF THE SOW

5.1 CONTRACTORS OBLIGATIONS

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

1. Keep all documents and proprietary information confidential;
2. Submit all written reports in electronic Microsoft Office Word or Microsoft Excel format and PDF;
3. Supply other deliverables or results in the format(s) identified and agreed upon by the Project Authority and the Service Provider (ex. electronic database, transfer password or administrative rights, etc.);
4. Supply copies of any raw data, methodological notes, analysis and results associated with the project, but are not part of the core deliverables. For example supporting analysis used to develop a narrative or infographic);



5. Attend meetings virtually with OERD or participate in teleconferences as required;
6. Provide a monthly update on the status of the project by email;
7. Maintain all documentation in a secure area.

5.2 NRCAN'S OBLIGATIONS

In addition to the obligations outlined in Section 4.1 of this Statement of Work, NRCan shall:

1. Provide access to a staff member who will be available to coordinate activities
2. Provide comments on draft reports within ten (10 working days) and/or,
3. Provide other assistance or support.

6. LANGUAGE OF WORK

Final reports to be delivered in English.

7. LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The work will be conducted by the contractor on their premises.



ANNEX B - BASIS OF PAYMENT

Milestones	Description of Milestone	Deliverable date and % of budget	Firm Price (Applicable Taxes Excluded)
1	Kickoff meeting <ul style="list-style-type: none"> Meeting with OERD Meeting Minutes 	Within 1 week of Contract Award	
2	Finalize work plan <ul style="list-style-type: none"> Reference materials for meeting Work plan including framework Meeting with OERD Meeting Minutes 	Within 3 weeks (exact date TBD during kickoff meeting)	
3	Mid-project review report <ul style="list-style-type: none"> Meeting with OERD to review progress, identify any issues, data gaps Preliminary findings presentation and report to include at minimum preliminary findings from review of Canadian and international legislation 	March 31, 2022	\$ _____ 50%
4	OERD acceptance of draft report <ul style="list-style-type: none"> OERD to review report and provide comment Meeting with OERD 	Within 12 weeks (exact date TBD during kickoff meeting)	
5	Draft Final report <ul style="list-style-type: none"> Draft Report including final high level summary (ex. executive summary, report highlights page, etc), identified gaps for regulations and proposed approaches. Presentation of performance study findings and recommendations to OERD Any background information on other requirements) for reports, if applicable 	Within 20 weeks (exact date TBD during kickoff meeting)	\$ _____ 30%
6	OERD Follow up and review of report <ul style="list-style-type: none"> OERD to review report and provide comment Meeting with OERD 	Within 22 weeks (exact date TBD during kickoff meeting)	
7	Final report	June 30, 2022	\$ _____ 20%



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.



Req. ID	Mandatory Requirement	Pass / Fail
<p>M1</p>	<p>For each proposed primary resource (up to a maximum of three (3)) named in the Bidder's proposal, the Bidder MUST provide three (3) written project summaries, of no more than three (3) pages each in length, describing in detail their current and previous experience in the provision of providing paper-based research studies on technical subjects during the past five (5) years.</p> <p>At least two of all project summaries cited must describe the provision of providing regulatory studies on technical sectors.</p> <p>Within each project summary provided, bidders should indicate:</p> <ol style="list-style-type: none"> 1. the name of the client organization; 2. a brief description of the scope of services provided; 3. the dates and duration of the project; 4. an example of reports provided for the work 5. the name and role of the involved Offeror resources; and 6. the name and contact information of the client project authority to whom the Offeror reported. <p><i>NRCan reserves the right to contact the named client project authorities to verify the accuracy and veracity of each of the Bidders cited Project Summaries.</i></p>	
<p>M2</p>	<p>Bidders must include within their proposal a detailed curriculum vitae (CV) for each proposed primary resource named in their proposal. CVs must include the following:</p> <ol style="list-style-type: none"> 1. a detailed description of the proposed resource's work experience (indicated in years/months) in the provision of paper-based research studies, consultations and legal or regulatory review; 2. educational and professional designation attainments, and all other academic credentials for each proposed resource; and 3. the number of months of previous work experience during the past ten (10) years in the provision of paper-based research studies, consultations and legal or regulatory review; 	
<p>M3</p>	<p>Each of the following must be met by a Bidders Proposed Resources:</p> <ol style="list-style-type: none"> 1. At least one resource with experience in reviewing or assessing regulatory or legislative frameworks (Minimum 5 years within the last ten (10) years) 2. At least one resource with experience in Carbon Capture and Storage (CCS) (Minimum 5 years within the last ten (10) years). 3. At least one resource with experience performing literature searches, assessing the reliability of technical data and determining technological needs (Minimum 3 years within the last ten (10) years) <p>For each of the above, the bidder must indicate the name of the resource and demonstrate how he/she meets the criteria in the curriculum vitae (CV) required as part of M2.</p> <p>Note: An individual can meet more than one of the items above.</p>	



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	Maximum Points Available	Minimum Points Required	Bidder Score	Proposal Page #	Comments
RC1	<p>Project Summaries</p> <p>In the Project summaries provided in M1, the bidder should identify the top 6 projects that will be evaluated based on the current and previous experience of the proposes resources in successfully delivering paper-based research studies on technical subjects and on the relevance, similarity and applicability to NRCan's requirement</p>	<p>The Project Summaries will evaluated against the following factors:</p> <ul style="list-style-type: none"> ▪ Demonstration of experience with an understanding of NRCan's desired outcomes for regulatory and legislative study as defined within the Statement of Work; <i>(up to 4 points per project) → Points will be given according to the evaluation grid below</i> ▪ Similarity of cited projects to NRCan's requirement; <i>(up to 2 points per project) → Points will be given according to the evaluation grid below</i> ▪ Evidence that the study was provided on time, on budget and in accordance with the project goals. <i>(1 point per project)</i> 	42				
RC2	<p>Bidder's Proposed Resources Qualifications</p>	<p>Bidder's primary resources: points will be awarded based on the highest qualification within the primary resources</p> <ul style="list-style-type: none"> ▪ Bachelor degree level <i>(1 point)</i> ▪ Master degree level or post-graduate professional 	5				



Req. ID	Rated Requirement	Evaluation Criteria Scoring Method	Maximum Points Available	Minimum Points Required	Bidder Score	Proposal Page #	Comments
		degree (3 points) <ul style="list-style-type: none"> ▪ Doctoral degree level (5 points) 					
RC3	Bidder's Proposed Resources Experience: Experience in reviewing or assessing regulatory or legislative frameworks (Minimum 5 years within the last ten (10) years) This will be assessed using the project summaries provided for M1 for the resources noted in M3.	Description demonstrates the following experience: <ul style="list-style-type: none"> • 1 point per project for general regulatory or legislative experience • 2 points per project demonstrating experience regulatory or legislative experience within the decarbonisation or energy sector • 3 points per project demonstrating experience regulatory or legislative experience in CCS <i>(The points are cumulative per project for a maximum of 6 points per project.)</i> <hr/> <ul style="list-style-type: none"> • Additional 1 point will be awarded for demonstration of federal, provincial/territorial, or international experience (up to a maximum of 3) 	21				
RC4	Bidder's Proposed Resources Experience: Experience in CCS technologies with preference given to carbon sequestration (Minimum 5 years within the last ten (10) years) This will be assessed using the project summaries provided for M1 for the resources noted in M3	Description demonstrates the experience: <ul style="list-style-type: none"> • 1 point per project for CCS experience • 3 points per project demonstrating experience specifically with carbon storage and sequestration. 	12	3			



Req. ID	Rated Requirement	Evaluation Criteria Scoring Method	Maximum Points Available	Minimum Points Required	Bidder Score	Proposal Page #	Comments
RC5	<p>Bidder's Proposed Resources Experience:</p> <p>Experience conducting detailed literature reviews, organizing and compiling of data, and identifying data gaps and research needs. (Minimum 3 years within the last ten (10) years)</p> <p>This will be assessed using the project summaries provided for M1 for the resources noted in M3</p>	<ul style="list-style-type: none"> Performing literature searches and critical reviews (1 point per project up to 5 points). Identifying and extracting relevant data from various sources of information (1 point per project up to 5 points). Identifying data gaps and research needs (1 point per project up to 5 points). 	15				
RC6	<p>Approach and Methods:</p> <p>Bidder should present a methodology clearly demonstrating an approach that will lead to the successful completion of the project.</p> <p>The bidder's plan should clearly describe their approach to completing the requirements outlined in the Statement of Work (SOW) and includes:</p> <ul style="list-style-type: none"> identification of tasks, resources, milestones and schedule in table format that will satisfy the requirements of the SOW; identification of the methods of collecting information to be employed and the types and sources of data and information to be used; methods of verifying data/info accuracy; Identification of potential project challenges and a risk mitigation plan for ensuring deliverables are met on time. 	<p>→ Points will be given according to the evaluation grid below</p>	25				



Req. ID	Rated Requirement	Evaluation Criteria Scoring Method	Maximum Points Available	Minimum Points Required	Bidder Score	Proposal Page #	Comments
Total available points - a minimum of 72 points is required to compliant:			120				

EVALUATION GRID

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

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



APPENDIX 2 - FINANCIAL PROPOSAL FORM

1. Firm Price

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.

Description	Firm Price (Applicable Taxes Excluded)
<u>Offshore and land-based, CO₂ Storage Study</u>	
Total Firm Price for Financial Proposal Evaluation:	\$ _____