

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Transport 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Transports Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments - Commentaires

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

By e-mail to: - Par courriel au :
alexander.hmaidan@tc.gc.ca

Attention: - Attention :
Alexander Hmaidan

<p>Solicitation Closes - L'invitation prend fin</p> <p>At - à :</p> <p>2:00 PM - 14:00</p> <p>On - le :</p> <p>October 03, 2022</p> <p>Time Zone - Fuseau Horaire :</p> <p>EDT</p>
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<p>Title – Sujet Technical Expert Consultant for the Committee on Aviation Environmental Protection (CAEP) Fuels Task Group (FTG)</p>	
<p>Solicitation No. – N° de l'invitation T8080-220093</p>	<p>Date August 31, 2022</p>
<p>Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – le</p>	<p>Time Zone Fuseau horaire Eastern Daylight Time (EDT)</p>
<p>F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/></p>	
<p>Address Inquiries to : - Adresser toutes questions à: Alexander Hmaidan alexander.hmaidan@tc.gc.ca</p>	<p>Buyer Id – Id de l'acheteur</p>
<p>Telephone No. – N° de téléphone : 613-558-5328</p>	<p>FAX No. – N° de FAX</p>
<p>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :</p>	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

<p>Delivery required Livraison exigée See herein - Voir aux présentes</p>	<p>Delivery offered Livraison proposée Not applicable - Sans objet</p>
<p>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</p>	
<p>Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :</p>	
<p>Name - Nom</p>	<p>Title - Titre</p>
<p>Signature</p>	<p>Date</p>

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial 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.

1.2 Summary

The purpose of this RFP is to procure the services of a subject matter expert (SME) Contractor to provide technical expertise to Transport Canada Civil Aviation (TCCA) on sustainable aviation fuels (SAF) and lower carbon aviation fuels (LCAF), supporting Canada's participation in the FTG and participating in the review/preparation of reports to CAEP, to reflect Canada's position on key issues.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 Transport Canada by the date and time indicated on page 1 of the bid solicitation.

2.3 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;
2. an individual who has incorporated;
3. a partnership made of former public servants; or
4. 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;
2. 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;
2. conditions of the lump sum payment incentive;
3. date of termination of employment;
4. amount of lump sum payment;
5. rate of pay on which lump sum payment is based;
6. period of lump sum payment including start date, end date and number of weeks;
7. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

2.5 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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid - one (1) soft copy
Section II: Financial Bid - one (1) soft copy
Section III: Certifications - one (1) soft copy
Section IV: Additional Information - one (1) soft copy

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

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 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

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule in Annex "C".

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 SACC Manual Clauses

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 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 Annex D.

4.1.2 Financial Evaluation

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Annex C.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

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.
2. Bids not meeting (a) or (b) 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 equals 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, 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.

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](#) website.

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 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.

5.2.3.2 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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

There is no security requirement applicable to the Contract.

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 in Annex A.

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 \(2022-05-12\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract will be from the date of Contract Award to March 31, 2023

7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to Two (2) additional One (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least Fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Alexander Hmaidan
Title: Procurement Specialist
Organization: Transport Canada
Address: 330 Sparks Street, K1A 0N5
E-mail address: Alexander.Hmaidan@tc.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.

7.6 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.

7.7 Payment

7.7.1 Basis of Payment- Firm Hourly Rates

The Contractor will be paid firm hourly rates as specified in Annex "B". Customs duties are excluded 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.

7.7.2 Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the *Project* Authority.

All payments are subject to government audit.

Estimated Cost: \$2,000

7.7.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7.4 Discretionary Audit

C0705C (2010-01-11) , Discretionary Audit

7.7.5 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.

7.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section titled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (i) A copy of the invoices, receipts, vouchers for all direct expenses;
- (ii) A description of the Work delivered; and
- (iii) A breakdown of the cost elements.

Invoices must be distributed as follows:

- (i) The original and 1 copy must be forwarded to the address shown on page 1 of the Contract for certification and payment;
- (ii) Upon request, 1 copy must be forwarded to the Contracting Authority identified under the section titled "Authorities" of the Contract;

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

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

7.11 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 (2022-05-12);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) the Contractor's proposal

7.12 Insurance – Specific Requirements

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

7.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX “A”

STATEMENT OF WORK

1.0 Scope

1.1 Title

Technical Expert Consultant for the Committee on Aviation Environmental Protection (CAEP) Fuels Task Group (FTG) in the International Civil Aviation Organization (ICAO)

1.2 Introduction

The purpose of this Statement of Work (SOW) is to procure the services of a subject matter expert (SME) Contractor to provide technical expertise to Transport Canada Civil Aviation (TCCA) on sustainable aviation fuels (SAF) and lower carbon aviation fuels (LCAF), supporting Canada’s participation in the FTG and participating in the review/preparation of reports to CAEP, to reflect Canada’s position on key issues.

1.3 Objectives of the Requirement

TCCA is seeking a suitably qualified contractor to support Canada’s participation in the FTG and in the review/preparation of reports to ICAO, to reflect Canada’s position on key issues.

1.4 Background, Assumptions and Specific Scope of the Requirement

SAF are an important element of ICAO’s basket of measures to reduce aviation emissions. In its [Resolution A40-18 \(2019\)](#), the ICAO Assembly acknowledged the need for SAF to be developed and deployed in an economically feasible as well as a socially and environmentally acceptable manner. ICAO requested Member States to identify existing approaches to assess the sustainability of all general alternative fuels, including those for use in aviation. These assessments should consider the following factors:

- greenhouse gas emissions (GHG) reduction on a life cycle basis;
- respecting the areas of high importance for biodiversity, conservation and benefits for people from ecosystems, in accordance with international and national regulations; and
- contributing to local social and economic development, and competition with food and water should be avoided.

The Assembly also requested States to adopt measures to ensure the sustainability of alternative fuels for aviation, building on existing approaches or by combining various approaches, and to monitor, at a national level, the sustainability of the production of alternative fuels for aviation.

CAEP, through its FTG, has been working on the development of processes and methodologies for consideration of SAF under CORSIA, including globally accepted sustainability criteria and life cycle methodologies. An integral part of this assessment is to determine life cycle GHG emissions, including induced land-use change (ILUC) impacts, for a variety of feedstocks and production pathways.

Canada is supporting the FTG and the development of a SAF industry in Canada. Canada needs to ensure that proposals developed at ICAO CAEP’s FTG can work in Canada and reflect Canadian realities for SAF production, wherever a Canadian context is applicable.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

Tasks

1. Participation in virtual and in-person ICAO CAEP FTG working group meetings as required. These meetings are typically held at least three times in a calendar year. Participation may also include travel to in-person meetings, as required. The contractor is expected to provide expert technical advice to the FTG to move the FTG working group activities forward, and to advise TCCA on any relevant Canadian positions and opportunities to contribute in the FTG tasks.
2. Virtual participation as a subject matter expert in various sub-task groups (e.g., Core Life Cycle Assessment (CLCA), Induced Land Use Change (ILUC), Emissions Reduction Accounting (ERA), Technology, Production, and Policy (TPP) via video/teleconference calls, typically every other month or as called upon by the sub-task groups. The contractor is expected to provide expert technical advice to the FTG sub-task groups to move the sub-task groups' activities forward.
3. Provide a report reviewing the FTG and sub-task groups' discussions via video/teleconference calls and emails. The contractor will provide a written analysis of the technical issues under discussion and/or upon consensus by the working groups. The contractor will provide this report to TCCA, expected within five (5) business days of the last meeting in a fiscal year.
4. Virtual participation in video/tele conference calls with other sub-task group experts to discuss scenarios and results.
5. Provide advice and analysis to TCCA through regular video/teleconferences and email updates with a turnaround time of five (5) business days after each FTG meeting and its subgroups, or as designated by the technical authority to return or report to TCCA. Advice and analysis cover the technical advice on the contractor's area of expertise, as it relates to the Canadian context of the FTG working group and sub-task group work items.
6. Contribute to TCCA review/preparation of reports to ICAO, to reflect Canada's position on key issues.
7. Provide assessment of key results and their impacts to Canada, including identification of potential opportunities and risks for Canadian production of SAF.
8. Support ICAO CAEP Steering Group meetings by providing technical advice on the contractor's area of expertise, including as it relates to the Canadian context of the steering group meetings.

Deliverables

1. Status reports and emails on discussions at FTG, analysis of implications for Canada, and recommended actions.
2. Review of FTG papers and reports, and then providing written recommendations on responses and Canadian positions.
3. Develop or assist in the preparation of Canadian position papers to ICAO and CAEP as it relates to FTG discussions.

2.2 Technical, Operational and Organizational Environment

The consultant will work from their office.

2.3 Method and Source of Acceptance

TCCA will approve each report or status update via email confirmation.

2.4 Reporting Requirements

Deliverables	Final Due Date
<p>1. Status reports and emails on discussion and analysis of FTG work items, implications for Canada, and recommended actions.</p>	<p>Five (5) business days after each FTG meeting and its sub-task groups, or as designated by the technical authority</p>
<p>2. Status report summarizing FTG tasks completed (if any) and highlights from ongoing FTG tasks, including issues and any applicable Canadian context from April 2022 to March 2023.</p>	<p>20 March 2023</p>
<p>3. Status report summarizing FTG tasks completed (if any) and highlights from ongoing FTG tasks, including issues and any applicable Canadian context from April 2023 to March 2024.</p>	<p>20 March 2024</p>
<p>4. Status report summarizing FTG tasks completed (if any) and highlights from ongoing FTG tasks, including issues and any applicable Canadian context from April 2024 to March 2025.</p>	<p>20 March 2025</p>

3.0 Project Schedule

3.1 Expected Start and Completion Dates

CAEP operates in a triennial cycle. The 13th cycle of CAEP began after the conclusion of its 12th meeting in February 2022. CAEP's FTG held a plenary meeting on March 24, 2022, which included a tentative schedule for FTG meetings throughout the 13th cycle of CAEP, concluding with the 13th CAEP meeting in February 2025. The services of the Contractor is aligned with the Government of Canada's fiscal year (April 1, 2022 to March 31, 2023). The contractor will have completed the requirements for the fiscal year by submitting the deliverables required five (5) days after the last FTG meeting in the Government of Canada's fiscal year and at the latest, by March 24, 2023.

3.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

In addition to the analyses and discussions provided five (5) after each meeting or as designated by the technical authority, there will be one final report that includes the contractor's contribution for that year which should be submitted by March 24, 2023.

4.0 Applicable Documents and Glossary

- Committee on Aviation Environmental Protection (CAEP)
- Fuels Task Group (FTG)
- Statement of Work (SOW)
- Subject Matter Expert (SME)
- Transport Canada Civil Aviation (TCCA)
- Sustainable Aviation Fuels (SAF)
- Lower Carbon Aviation Fuels (LCAF)
- International Civil Aviation Organization (ICAO)
- Greenhouse Gas (GHG)
- Life Cycle Assessment (LCA)
- Emissions Reduction Accounting (ERA)
- Technology, Production, and Policy (TPP)
- Induced Land Use Change (ILUC)
- Curriculum Vitae (CV)

ANNEX "B"

BASIS OF PAYMENT (TO BE COMPLETED BEFORE CONTRACT AWARD)

All prices are in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2.
- b. travel between the successful bidder's place of business and the NCR; and
- c. the relocation of resources

To satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

Resource	All-inclusive fixed Hourly Rate	Number of Hours	Total
	A	B	C = A x B
Period 1 - Contract Award to 31 March 2023			
Consultant		250 hours	
Total Price (Applicable Taxes excluded):			\$ _____ (CAD)

Resource	All-inclusive fixed Hourly Rate	Number of Hours	Total
	A	B	C = A x B
Optional Period 1 - 31 March 2023 to 31 March 2024			
Consultant		250 hours	
Total Price (Applicable Taxes excluded):			\$ _____ (CAD)

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Resource	All-inclusive fixed Hourly Rate	Number of Hours	Total
	A	B	C = A x B
Optional Period 2 - 31 March 2024 to 31 March 2025			
Consultant		250 hours	
Total Price (Applicable Taxes excluded):			\$_____ (CAD)

ANNEX "C"**PRICING SCHEDULE**

Bidders must complete the table below and must submit the Pricing Schedule in accordance with the details in the RFP. Bidders must include a price for all items. The information in this Annex will form part of the resulting contract.

All prices are in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- d. Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2.
- e. travel between the successful bidder's place of business and the NCR; and
- f. the relocation of resources

To satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

*****Note to Bidders*****

The estimated number of hours provided below should not be construed as a commitment or expectation on the part of Canada.

Resource	All-inclusive fixed Hourly Rate	Number of Hours (estimated)	Total
	A	B	C = A x B
Period 1 - Contract Award to 31 March 2023			
Consultant		250 hours	
Total Price (Applicable Taxes excluded):			\$ _____ (CAD)

Resource	All-inclusive fixed Hourly Rate	Number of Hours (estimated)	Total
	A	B	C = A x B
Optional Period 1 - 31 March 2023 to 31 March 2024			
Consultant		250 hours	
Total Price (Applicable Taxes excluded):			\$ _____ (CAD)

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Resource	All-inclusive fixed Hourly Rate	Number of Hours (estimated)	Total
	A	B	C = A x B
Optional Period 2 - 31 March 2024 to 31 March 2025			
Consultant		250 hours	
Total Price (Applicable Taxes excluded):			\$ _____ (CAD)

Evaluated Price (Applicable Taxes excluded):	\$ _____ (CAD)
(i.e., sum of: Total Period 1 + Total Optional Period 1 + Total Optional Period 2)	

*****Note to Bidders*****

The estimated number of days provided below should not be construed as a commitment or expectation on the part of Canada.

ANNEX "D"**BID EVALUATION CRITERIA**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

Bidders are advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2019 to December 2019; Project 2 timeframe is October 2019 to January 2020; the total months of experience for these two project references is seven (7) months.

When requested in a technical evaluation criterion to demonstrate either Work experience or Project experience, the Bidder must provide (at a minimum) the following information below in order to demonstrate compliance (in addition to any other required information identified in the criterion):

- 1) Name of the client organization;
- 2) Description of the contract or project work, including:
 - a) Scope of services provided by the Bidder or resource(s);
 - b) Contract stages/phases of Bidder or resource(s)' involvement; and
- 3) A description of the role held by the Bidder or the proposed resource(s) and how it contributed to achieving the specific objectives of the project;
- 4) For a completed project: start and end dates of the project (should provide both month and year);
- 5) For an in-progress project: start date and description of work completed to date and associated percentage completed to date; and
- 6) Provide a reference name, address, current telephone and facsimile number and e-mail address for each Project Description cited in the bid.

Table 1: Mandatory Criteria

Number	Mandatory Criterion	Referenced Section/Page in Bidder's proposal	Met/Not met?
M1	The bidder must provide a provide a current Curriculum Vitae (CV).		
M2	The bidder must demonstrate using project descriptions that they have experience working as an expert in international organizations (e.g., ICAO, IEA) for at least three (3) cumulative		

	years in the last five (5) years.		
M3	The bidder must demonstrate using their CV and/or publications (e.g., research reports to government, research articles with a national/international scope) that they are an internationally recognized SME in the techno-economic analysis, life cycle assessment, and analysis of ILUC from SAF, including expertise in the Canadian SAF context.		

Table 2: Rated Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Number	Rated Criterion	Scoring Instructions	Referenc ed Section/P age in Bidder's proposal and/or CV	Max Points	Bidder Score
R1	The bidder should demonstrate using project descriptions and publications that he/she has expertise in a broad array of current and emerging feedstock to SAF pathways, including relevant context applicable to Canada.	Points awarded based on quantity and quality of evidence provided. Points awarded based on years of relevant experience. Rating: ≥3 yrs. and <6 yrs.= 5pts, ≥6 yrs. and <8 yrs.= 10pts, ≥8 yrs. = 15 pts		15	
R2	The bidder should demonstrate using project descriptions and publications that he/she has expertise in GHG emissions calculations and LCA, including domestic and foreign/international approaches.	Points awarded based on quantity and quality of evidence provided. Points awarded based on years of relevant experience. Rating: ≥5 yrs. and <8 yrs.= 5pts, ≥8 yrs. and <10 yrs.= 10pts, ≥10 yrs. = 15 pts		15	

R3	The bidder should demonstrate using project descriptions and publications that he/she has expertise in financial analyses, market analyses, and techno-economic assessment pertaining to SAF production.	Points awarded based on quantity and quality of evidence provided. Points awarded based on years of relevant experience. Rating: ≥3 yrs. and <6 yrs.= 5pts, ≥6 yrs. and <8 yrs.= 10pts, ≥8 yrs. = 15 pts		15	
R4	The bidder should demonstrate using project descriptions, participation, membership, and publications of having knowledge of ASTM and CGSB standards pertaining to aviation fuels, SAF qualification process, and SAF specifications.	Points awarded based on quantity and quality of evidence provided. Points awarded based on years of relevant experience. Rating: ≥5 yrs. and <8 yrs.= 5pts, ≥8 yrs. and <10 yrs.= 10pts, ≥10 yrs. = 15 pts		15	
R5	The bidder should demonstrate using project descriptions and publications of having knowledge of land use impacts and carbon accounting, particularly ILUC and direct land use change.	1 project = 5 points 2 projects = 10 points 3 projects = 15 points		15	
R6	The bidder should demonstrate using project descriptions, participation, and publications of having experience in carbon capture and storage.	1 project = 5 points 2 projects = 10 points 3 projects = 15 points		15	
R7	The bidder should demonstrate using project descriptions, participation, and publications of experience in SAF sustainability criteria and requirements.	1 project = 5 points 2 projects = 10 points 3 projects = 15 points		15	
R8	The bidder should demonstrate using project descriptions, participation, and publications of having experience in emissions reduction permanence and double counting issues.	1 project = 5 points 2 projects = 10 points 3 projects = 15 points		15	
		Max points		120	

Maximum available points	120
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Bidder score (*)	
Result	

ANNEX "E" to PART 3 OF THE BID SOLICITATION**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)