

**REQUEST FOR PROPOSAL**  
for  
**Innovator Support Services Program**

with



**Issued:** March 14, 2024

**Submission Deadline Extended:** April 8, 2024, 12 pm Mountain Daylight Time (MDT)

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# 1. Introduction

## 1.1 ERA

**Emissions Reduction Alberta** (“ERA”) is a registered tradename of the Climate Change and Emissions Management (CCEMC) Corporation. ERA was established as a key partner of the Government of Alberta to address Alberta’s Climate Leadership priorities. ERA has a mandate to identify and accelerate innovative solutions that secure Alberta’s success in a lower carbon economy. By supporting the next generation of clean technology, ERA helps Alberta build an open, sustainable and increasingly diversified economy that attracts investment, facilitates diversification, expands market access and delivers improved environmental outcomes.

More information about ERA can be found on our website: [www.eralberta.ca](http://www.eralberta.ca)

## 1.2 ERA Commercialization Strategic Priority Background

Alberta’s heavy industrial sectors have made significant progress over the last decade adopting and commercializing technologies that reduce emissions. However, small and medium-sized enterprises (SMEs) face challenges in mastering the commercialization process. Recognizing that innovation can encounter many challenges before it is commercialized, ERA’s business plan includes a strategic priority to drive commercialization and accelerate adoption of technology solutions that lead to economic growth and GHG reductions in Alberta.

The strategy has four objectives:

- Increase commercialization and market adoption of emissions-reducing technologies.
- Share technological learnings and project knowledge to accelerate commercial deployment of technologies.
- Leverage investments to create larger pools of capital for innovation and technology.
- Foster economic benefits (direct and indirect) in Alberta from projects funded by ERA, including measurable jobs, GDP creation in new and existing sectors, and economic diversification.

To better understand the challenges faced by SMEs, ERA commissioned a report (Barriers to Commercialization) in 2023 to identify and assess the barriers hindering technology commercialization in Alberta and to provide recommended solutions to mitigate them. Building on the success of an earlier pilot program, ERA is planning to retool and expand the Innovator Support Services (ISS) program. The purpose of the program is to provide targeted services that will engender SMEs with the support necessary to overcome some of the barriers to commercialization identified in the report.

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## 1.3 Terms and Conditions

The terms and conditions (“Terms and Conditions”) for this Request for Proposal (“RFP”) are contained in Appendix B. Participation in this RFP constitutes acceptance of the RFP Terms and Conditions.

## 2. Request for Proposal

### 2.1 Invitation to Participants

This Request for Proposal is an invitation by Emissions Reduction Alberta (ERA) to prospective proponents to submit proposals to provide commercialization services to SMEs who are selected by ERA to participate in its Innovator Support Services program.

Eligibility criteria for Service Providers includes but are not limited to:

1. Demonstrated success and experience in launching, operating, and managing technology-focused Accelerators/Entrepreneur Commercialization Services in Alberta and have an existing physical presence in Alberta.
2. Experience in building and maintaining an engaged network of subject-matter experts, mentors, investors, and other relevant relationships, for industry and market access. Preference will be given to service providers who have both an existing Alberta and Global network.
3. Experience in managing and reporting on private and/or public-sponsored innovation activities.
4. Use of milestones, metrics, measures for assessing Program impact and value to participants.

### 2.2 Scope of Services

ERA is seeking to enter into a three-year contract with one or more service providers who would provide individualized commercialization support to up to 150 SMEs who participate in ERA’s Innovation Support Services (ISS) Program.

ISS participants are SMEs receiving funding and project support from ERA via one of its Programs and have been identified to benefit from targeted commercialization support to enhance their projects outcomes. ISS support will be delivered concurrently during the ERA grant term and aligned with ERA project advisors. Exceptions can be made, at ERA’s discretion, to fund firms that have not received ERA funding.

ISS service delivery will be focused on providing expert commercialization services. The program requires experts in accelerating scale and commercialization working directly with SMEs to build and implement individualized commercialization action plans.

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## Program Objectives

The objectives of the Innovation Support Services program (ISS) are to:

- Accelerate the investment readiness, and commercialization readiness of ERA TIER funded technologies.
- Increase the economic competitiveness, growth and diversification of Alberta's economy by supporting ERA TIER funded companies to be successful and profitable in existing and new industries.
- Support the acceleration of technologies that support Alberta's emission free future economy.

## Technology Commercialization Success Dimensions

ERA has identified nine dimensions that drive technology commercialization success as outlined below. ERA TIER-funded companies will be assessed across these nine dimensions and Service Providers will be supplied with the results. RFP applicants are requested to explain how many of these areas they can provide support, and describe how these services have been deployed to accelerate commercialization.

1. **People and Talent:** This is a critical area of commercialization, as the venture's success largely hinges on the team's ability and experience to execute the commercialization strategy. Diverse skills across technical, commercial, and operational domains ensure better decision-making and problem-solving. This area includes technical and commercial expertise, industry expertise, marketing, technical skills, entrepreneurship and fundraising experience, general business skills, advisory team strength, and human capital strategies like hiring plans.
2. **Funding and Financial Management:** Essential for ensuring that the venture has the financial resources required for development, marketing, and scaling and for managing these resources efficiently to sustain operations. This encompasses funding/financing strategy, investor relations, investor readiness level, budgeting and financial planning, and cash flow management.
3. **Market Fit:** Vital for ensuring that the product or service meets the needs and expectations of the target market, which is key to gaining customer acceptance and achieving sales. It covers defining an attractive target market, use case clarity, customer persona, articulating social, environmental, and economic benefits, pricing strategy, market/competitive analysis, and customer feedback/validation.
4. **Go-to-Market Strategy:** Determines the effectiveness of the product launch and market penetration. A well-planned strategy ensures that the product reaches the intended audience, aligns with market needs, and achieves desired sales outcomes. Involves selecting primary channels (B2B, B2C, B2G, B2P), market entry and expansion plans, overall strategy, and customer engagement.
5. **Business Model Scalability:** Important for ensuring that the business model can adapt and grow with the venture, supporting long-term viability and profitability. Focuses on revenue models,

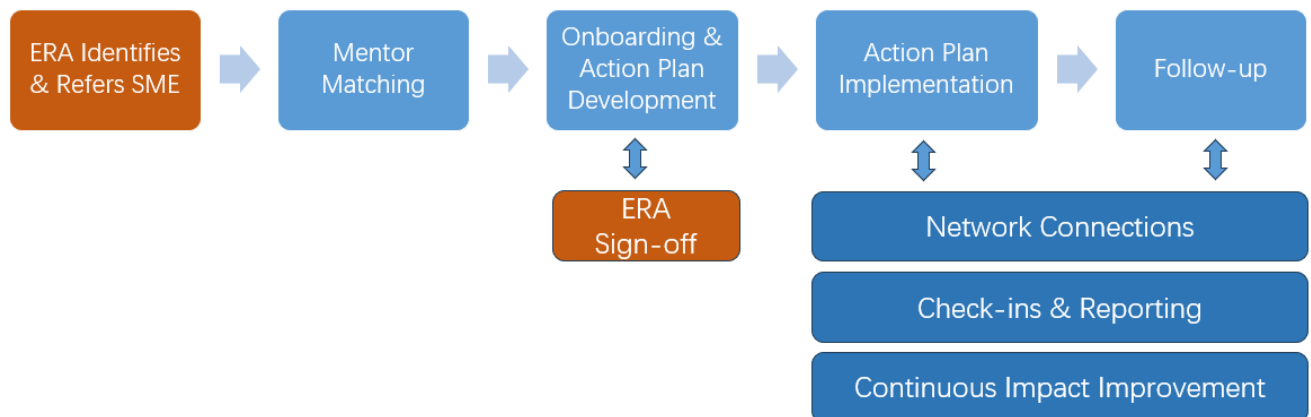
strategic partnerships/alliances, scalability/growth planning, and sustainability of required customer behavioral change.

6. **Product Development Strategy:** Ensures that the product meets market requirements and quality standards, which is essential for customer satisfaction and repeat business. Considers MVP functionality/testing, product/service development strategy and budgets, production model/strategy, and supply chain integration.
7. **Intellectual Property Strategy:** Protects the venture’s innovations and provides a competitive advantage in the market, which is crucial for attracting investment and establishing partnerships. Includes IP strategy and licensing/IP partnerships strategy.
8. **Regulatory Compliance:** Ensures that the venture operates within legal and regulatory boundaries, which is essential for avoiding legal issues and building trust with customers and partners. Involves understanding legal requirements, compliance strategy, product certification/standards, and legal/regulatory risk management.
9. **Internationalization & Exporting Strategy:** Important for ventures looking to expand their market reach beyond local or national boundaries, opening up new revenue streams and opportunities for growth. To achieve scale, entrepreneurs need to move beyond their home market and enter national and international markets. While it is important for entrepreneurs to be given the opportunity to build proof-of-concept in their home market, once obtained, support needs to quickly turn to securing contracts in other countries. This dimension emphasizes a global scaling strategy, plans and budgets.

### Service Delivery Components

The scope of the work for the ISS Service Provider will be to deliver the following service components:

**Figure 1: Service Delivery Components**



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1. **ERA Identifies and Refers SME:** Support ERA to triage and assign incoming referrals.
    - ERA will provide ISS information to eligible ISS clients which will include candidates of ERA program intakes, existing funding recipients and potential funding recipients.
    - Interested potential participants will complete an ISS self-assessment form.
    - Approved clients will sign an ISS participation agreement.
    - ERA will submit a referral package to the service provider.
  
  2. **Mentor Matching:** Assign the best fit mentor to the SME. All mentors will be vetted and pre-approved by ERA.
    - The ISS service provider will review the SME's background (i.e., technology and commercialization stage, gap dimension etc.) and will identify the best fit mentor from their pool of staff.
    - The service provider will accept the referral and assign an ISS Mentor within two (2) business days.
  
  3. **Onboarding and Action Plan Development:** Provide a comprehensive ISS orientation and development of a customized commercialization action plan.
    - The service provider will contact the SME client within three (3) business days to conduct a virtual/in-person ISS program orientation and action plan interview.
    - The action plan should be focused on prioritizing critical commercialization next steps.
    - The service provider will draft an action plan document to review and finalize with the SME client within five (5) business days of the interview.
    - The final action plan will be submitted to ERA for sign off prior to implementation.
  
  4. **Action Plan Implementation:** Deliver best in class targeted commercialization interventions to SME clients including but not limited to intensive advisory/consulting services, mentorship, coaching, structured acceleration or development interventions, individualized training, on demand support and educational services.
    - Provide customized action plan interventions based on the identified action plan.
    - Action plan interventions should be individualized to meet the specific needs of the SME client and be tracked in relation to tangible outputs or outcomes.
    - Service providers may provide up to 60 hours of support per SME client. Service Providers will outline the projected amount and timeline for allocation of these hours (e.g., at the beginning of the project, spread throughout, or near the end of the project) and include this information in the action plan. Support allocation should be prioritized based on need and highest relationship to commercialization impact with some SME clients expected to receive less support hours than others.
  
  5. **Follow-up:** Provide action plan follow-up support as needed and act as a trusted commercialization advisor.

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- The service provider should assess the action plan on a regular basis and amend as needed.
  - The service provider will be available for ad hoc reach outs from the SME client during the action plan period.
  - At the completion of the action plan, the service provider will conduct a wrap-up session with the SME and identify any further supports or contacts that the SME may benefit from to maximize their commercialization pathway.
6. **Network Connections:** Connect the SME client to relevant stakeholder contacts and entrepreneurial ecosystem supports to support action plan success.
- Identify and connect each SME client with relevant investor contacts to support access to investment capital.
  - Identify and connect each SME client with relevant industry contacts to support access to customers.
  - Identify and connect each SME client with relevant Alberta ecosystem supports.
7. **Check-ins and Reporting:** Work with the ERA Project Advisor and submit required reporting to support service delivery evaluation.
- The service provider will work with the ERA Project Advisor to align the commercialization plan with the overall project plan and will alert the Project Advisor to any issues or concerns.
  - The service provider will provide ERA with monthly invoices, together with a one-page document (template provided by ERA) explaining the work completed, aligning with the invoice submission.
  - The service provider will provide ERA with an annual progress report (template provided by ERA) on work towards executing the action plan for each SME client.
  - The service provider will provide ERA with a final report (template provided by ERA) summarizing the implementation and results of the action plan.
  - Five (5) hours of billable time will be allotted per client to complete reporting and administrative tasks.
8. **Continuous Impact Improvement:** Participate in continuous improvement activities to optimize impact over the course of the Agreement including performance monitoring, milestone tracking, reporting and evaluation.

### **Funding**

ISS Service providers will be paid up to a maximum of \$180 per hour.

Up to 60 action plan hours and 5 administrative hours will be pre-approved per SME client.

Additional hours or action plans may be approved on a case-by-case basis.



## Program Objectives and Targets

To assist service providers in preparing their proposals, the table below identifies Program objectives and a **sample** of anticipated short, mid, and long-term key performance indicators. ERA may add additional key performance indicators as needed.

**Table 1. Sample of Program Objectives and Performance Indicators**

Area and Objective	Short Term KPI	Mid to Long Term KPI
<b>People</b>  <b>Build Alberta Entrepreneur Ecosystem Capacity</b>	<ul style="list-style-type: none"> <li>• # companies supported</li> <li>• Participant demographics</li> <li>• #/type action plan interventions completed</li> <li>• #/% of participants who complete ISS program</li> <li>• # org strategy enhancement</li> <li>• Company satisfaction and NPS score</li> </ul>	<ul style="list-style-type: none"> <li>• # company jobs created</li> </ul>
<b>Business Strategy &amp; Commercial Readiness</b>  <b>Improve Alberta SME business maturity (enhance knowledge and skills in the functions of business focusing on the 9 dimensions)</b>	<ul style="list-style-type: none"> <li>• # financial strategy improvement</li> <li>• # market assessments completed</li> <li>• # companies pitch deck improvement</li> <li>• # data room improvement</li> <li>• # product/sales plan improvement</li> <li>• # global scaling strategy created</li> </ul>	<ul style="list-style-type: none"> <li>• # new partnerships</li> <li>• # new customers gained</li> <li>• \$ sales revenue</li> </ul>
<b>Technology Advancement</b>  <b>Increase commercialization of emission reduction technologies into existing and new markets</b>	<ul style="list-style-type: none"> <li>• TRL Progression</li> <li>• # participants who complete ERA project on time and on budget</li> </ul>	<ul style="list-style-type: none"> <li>• # new licensing agreements</li> <li>• # new patents</li> </ul>
<b>Finance &amp; Investment Potential</b>  <b>Improve Alberta company investor readiness</b>	<ul style="list-style-type: none"> <li>• # investor connections during program</li> </ul>	<ul style="list-style-type: none"> <li>• Follow-on Investment raised</li> <li>• Revenue growth</li> <li>• Export growth</li> </ul>

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## **Service Agreement**

The Agreement will include the service provider’s plan and milestones for meeting the Program deliverables.

The service agreement will include the following deliverables:

- Contribute to the attainment of overall ISS program objectives.
- Support ISS participant intake and referral.
- Work with ISS participants to develop customized commercialization action plans including outlining types of interventions and anticipated hours.
- Implement expert and customized program interventions.
- Participate in contract management and continuous impact improvement activities.
- Complete all required reports and report on success metrics.
- Act as a liaison between ISS participants and ERA including participation in ERA agreement check-ins throughout the term of the agreement, keeping ERA updated on overall ISS progress and communicating any issues.

## **Performance Impact Management**

Over the life of the Agreement, ERA employs an active contract management philosophy, regularly monitoring performance and supporting the service provider(s) to reach their outcomes. An ERA Program Manager will be assigned to work with the service provider to track and support the achievement of deliverables.

Agreement funding is tied to outcomes and achievement of results, regular milestone progress check-ins with the Program Manager, submission of Progress and Final Reports for each client.

All Service Agreements outline the intended outcomes of the Program and the corresponding performance indicators (measures) that will be tracked over the course of the Program.

Once programs are completed, ERA will continue to monitor participant company performance for an additional three (3) year period to accurately evaluate the economic and social benefits realized for Albertans and our province. The service provider will be asked to support this process with participating companies.

## **2.3 RFP Contact**

For the purposes of this procurement process, the RFP contact (“RFP Contact”) will be:

**Emissions Reduction Alberta**  
**Attention:** Tom McCaffery

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**Email:** [tmccaffery@eralberta.ca](mailto:tmccaffery@eralberta.ca)  
**Address:** #746 10104-103 Ave NW  
Edmonton, AB T5J 0H8

Proponents and their representatives are not permitted to contact any employees, officers, agents, or other officials or representatives of ERA, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

## 2.4 Contract for Services

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with ERA for the provision of services. It is ERA's intention to enter into an agreement with one or more entities.

Negotiations with the selected proponent will be subject to the process rules contained in the Terms and Conditions (see Appendix B) and will not constitute a legally binding offer to enter into a contract on the part of ERA or the proponent. There will be no legally binding relationship created with any proponent prior to the execution of a written agreement.

Negotiations may include requests by ERA for supplementary information from the proponent to verify, clarify or supplement the information provided in the proposal or to confirm the conclusions reached in the evaluation, and may include requests by ERA to improve pricing or performance terms from the proponent.

ERA may at any time at its sole discretion, discontinue negotiations with the proponent and may invite other proponents to enter into negotiations.

## 3. Submission Details

### 3.1 Submission Deadline

The deadline for submission of proposals in response to this RFP is April 8, 2024, by 12 PM **Mountain Daylight Time** (the "RFP Closing Date and Time"). Submissions must be emailed to the RFP Contact (Tom McCaffery at [tmccaffery@eralberta.ca](mailto:tmccaffery@eralberta.ca)) before the RFP Closing Date and Time. Proposals received after the RFP Closing Date and Time will be rejected. Proponents are encouraged to submit their proposals well in advance of the RFP Closing Date and Time.

ERA will not accept partial or incomplete submissions and ambiguous, unclear or unreadable proposals may be rejected. Proponents making submissions near the RFP Closing Date and Time do so at their own risk. Once submitted, all proposals become the property of ERA and ERA is under no obligation to return any material submitted by the proponent.

### 3.2 RFP Schedule

The following timelines are anticipated for the RFP process. Note that ERA at its sole discretion reserves the right to alter or cancel the anticipated timelines below.

STAGE	TIMING
Issue Date of RFP	March 14, 2024
Deadline for Questions	March 25, 2024 5 pm MDT
Submission Deadline	April 8, 2024 12 pm MDT (extended)
Short-List Presentations (if needed)	April 22, 2024
Successful Service Provider Selected	April 30, 2024
Engagement Start	May 20, 2024

The successful Proponent(s) will be notified by email by April 30, with an offer letter, which must be signed and returned to ERA no later than 2 weeks after notification.

ERA will then send out an Agreement laying out the legal terms of the services required.

### 3.3 Submission Content

Each document must be converted to PDF and emailed to the RFP Contact (Tom McCaffery, [tmccaffery@eralberta.ca](mailto:tmccaffery@eralberta.ca)) before the RFP Closing Date and Time. Each submission must consist of the following documents and may be combined into a single PDF document or sent as separate files.

- 1) Submission Form (see Appendix A):** Each submission must include a completed Submission Form signed by an authorized representative of the proponent and scanned to a PDF.
- 2) Attachments** to Submission Form (resume of mentors and references)

### 3.4 Proponent Questions

Unless otherwise advised by the RFP Contact, all questions, and any form of communication between the proponents and ERA in relation to this RFP, must be submitted in writing to the RFP Contact. All questions and responses will be documented.

ERA intends to disseminate all questions and their corresponding responses to all proponents. If a proponent considers a question confidential and requests that it and the response not be disseminated to all proponents, then they must explain why confidentiality is being requested. Questions and responses will be treated as confidential only in exceptional circumstances.

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If ERA, in its sole discretion, considers that the question and its corresponding response ought to be kept confidential, it will direct the response only to the proponent that has asked the confidential question, and not to the other proponents. If ERA determines that the question and the response ought not to be kept confidential, it will advise the proponent and the proponent will have the opportunity to withdraw the question.

The proponent has the responsibility to notify ERA, in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this RFP, as it is discovered, and to request any instruction, decision, or direction required to prepare the proposal.

Questions or concerns must be communicated in writing to the RFP Contact by 5:00pm MDT March 25, 2024. Questions received after this time will not be answered.

Verbal responses to enquiries are not binding on any party.

### **3.5 Proposal Alterations and Irrevocability**

Proponents may only amend or rescind their proposal before the RFP Closing Date and Time by submitting a clear and detailed written notice to the RFP Contact. Subject to Section 3.6 all Proposals become irrevocable after the RFP Closing Date and Time.

In either of the following circumstances:

1. the Proponent has rescinded a proposal before the RFP Closing Date and Time; or
2. ERA has received the proposal after the RFP Closing Date and Time,

such a proposal will be destroyed by ERA after the RFP Closing Date and Time.

### **3.6 Period of Commitment**

Proposals shall be final and binding on the proponent for 90 days from the RFP Closing Date and Time and may not be altered by subsequent offerings, discussions, or commitments unless the proponent is asked to do so by ERA. The proposal shall be used as the basis for the contract with ERA.

### **3.7 Proposal Irregularity or Non-Compliance**

ERA reserves the right to waive an irregularity or non-compliance with the requirements of this RFP where the irregularity or non-compliance is minor or inconsequential. The determination of what is or is not a minor or inconsequential irregularity or non-compliance, and the determination of whether to waive or not waive the irregularity or non-compliance, shall be at ERA's sole discretion.

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### **3.8 Interview and Presentations**

Top-ranked proponents may be invited to deliver a face-to-face presentation, if considered necessary, to ERA, followed by an interview session. The presentation is intended to highlight the experience and expertise of the proponent, clarify the proposed approach to meeting the needs of ERA, and provide the evaluation team an opportunity to interact with the proponent's service delivery team. The interview will be used to clarify contents of the written proposal and address any questions ERA has for the proponent.

Clarifications made by the proponent during the presentation or interview will become part of the proponent's proposal and may be included in any contract negotiation.

### **3.9 Reference Checks**

Reference checks may be completed for the proponents and/or their proposed resources and subcontractors. ERA reserves the right to conduct reference checks at any time during the RFP process. A proponent's proposal may be rejected if, in the opinion of ERA, the proponent or any proposed resource receive unsatisfactory references.

### **3.10 Resource Replacement**

Replacement of proposed resources is not encouraged, however, there could be circumstances following the RFP Closing Date and Time and prior to contract execution that a proponent may request in writing that a proposed resource be replaced. Any proposed resource replacement must have, in the sole opinion of ERA, equivalent or better qualifications than the resource originally proposed. Proponents will not receive additional credit in the evaluation process if the qualifications of the replacement resource exceed that of the originally proposed resource. ERA reserves the right to deny any request for replacement and reject any proposed resource replacement.

### **3.11 Extension, Amendment to or Cancellation of the RFP**

ERA may extend the RFP Closing Date and Time, or ERA may amend, suspend, postpone or cancel this RFP in its sole discretion.

## **4. Evaluation**

### **4.1 Evaluation Criteria**

Proposals will be evaluated based on the following criteria.

Evaluation Criteria Category	Weighting
<p><b>1. Proponent Profile</b></p> <p>Proponent exhibits a strong commercialization history and commitment to participate in and enhance the Alberta innovation ecosystem. The proposal outlines an understanding of and a commitment to work with ERA to support its commercialization strategy.</p>	<b>10%</b>
<p><b>2. Proponent Experience and Qualifications</b></p> <p>Proponent has:</p> <ul style="list-style-type: none"> <li>• a sustainable and successful track record of launching and operating technology focused commercialization support programs.</li> <li>• A strong and sustainable process for recruiting, training, retaining and quality assuring their mentor pool.</li> <li>• extensive entrepreneurial network connections locally and globally and high potential to meaningfully connect their network with program participants.</li> <li>• ability to draw in investment locally and globally and support investor readiness of participants.</li> <li>• experience working with government agencies and does not identify any unresolved_conflicts with government funding parameters.</li> </ul>	<b>35%</b>
<p><b>3. Proposed Approach</b></p> <p>Proponent demonstrates:</p> <ul style="list-style-type: none"> <li>• a strong, relevant, and feasible Commercialization Acceleration program and business model with ability to rapidly implement the program and optimize outcomes.</li> <li>• a commitment to and history of measuring program outcomes and aligning activities with an impact focus.</li> <li>• financial strength and provides a realistic strategy for delivering services within the cost structure.</li> <li>• a commitment to inclusion and diversity, has existing practices in place and history of engagement with underrepresented populations.</li> <li>• what differentiates them from other Commercialization Acceleration Programs and how they will add value to the Alberta innovation ecosystem.</li> </ul>	<b>30%</b>
<p><b>4. Proposed Staffing Resources</b></p> <p>Identified program staff and mentors exhibit a high level of experience and expertise in providing relevant, efficient and effective commercialization support to companies in the clean resource technology sector.</p>	<b>25%</b>
<b>Total Points</b>	<b>100%</b>

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## 4.2 Submission Information

Proponents must complete the Proposal Form (Appendix A) in its entirety.

## 4.3 Note on Proposal Quality

This is a competitive RFP process, and not all projects will be invited to the interview and presentation stage of the process. Success in this RFP process depends on the quality of the proposal submitted. In this regard, “quality” means both the quality of the proposal relative to the evaluation criteria and how well the criteria are addressed, including completeness and clarity. It is incumbent on each proponent to communicate the proposal’s merits through the responses provided in the written submission.

## 5. Confidentiality

ERA is subject to the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c.F-25 in the course of performing duties and functions and exercising powers delegated to it. All data and records in the custody or under the control of ERA that are required in the performance of duties or functions, or the exercise of powers delegated to ERA are subject to the *Records Management Regulation*, Alta Reg. 244/2001.

Subject to the requirements described above, ERA is governed by a comprehensive Privacy, Data Security and Confidentiality Policy (the “Policy”). The Policy requires that any and all information concerning the business affairs of ERA and its directors, officers, employees and applicants is to be kept private, secure and confidential. Confidential information that is collected, used or disclosed by ERA will be handled in a manner that recognizes both the right of the individual to have his or her confidential information protected and the need of ERA to collect, use and disclose such information for purposes that are reasonable.

To read the entire Policy, visit <http://eralberta.ca/privacy/>.



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## **APPENDIX A - Submission Form**

See attached.

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## APPENDIX B - RFP Process Terms and Conditions

### **B.1 General Information and Instructions**

#### ***B.1.1 Proponents Follow Instructions***

Proponents must structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section number of this document.

#### ***B.1.2 Proposals Language***

Proposals and all contents therein are to be written and submitted in English only.

#### ***B.1.3 No Incorporation by Reference***

The whole of the proponent's proposal must be submitted in a fixed form. The content of websites or other external documents referred to in the proponent's proposal but not attached may not be considered to form part of its proposal. If proponents wish to reference websites or external documents, they must obtain approval of the RFP Contact prior to the Submission Date.

Proponents are responsible for ensuring that all referenced content is accurate and are to provide notice to ERA of any changes to referenced content that may arise after submission. ERA may, at any time, require a proponent to provide a hard copy of some or all of the external content referenced.

#### ***B.1.4 References Scope and Past Performance Due Diligence***

ERA may consider information provided by the proponent's references and information independently obtained by ERA from any third-party about the proponent or its proposal in the course of ERA's own due diligence, including any previous dealings or experience, if any, with a proponent. ERA, at its sole discretion, may contact any of the proponent's customers who ERA believes may be able to provide information about the proponent that would be pertinent to this RFP.

#### ***B.1.5 Information in RFP Only an Estimate***

ERA and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the services or indicate what information that may be relied upon. It is the proponent's responsibility to obtain all information necessary to prepare a proposal in response to this RFP, including

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information provided in any addenda or supplemental information provided by ERA with respect to this RFP.

**B.1.6 *Proponents to Bear Their Own Cost***

Each proponent will bear its own costs associated with or incurred in the preparation and presentation of its proposal, including any costs incurred for interviews, demonstrations, or presentations.

**B.1.7 *Proposal to be Retained by ERA***

ERA will not return the proposal, or any accompanying documentation submitted by a proponent.

**B.1.8 *No Guarantees of Work or Exclusivity***

ERA makes no guarantee as to the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will be a contract for the provision of the scope of work described in Section 2.2.

**B.1.9 *Time Disputes***

In the event of a dispute regarding time, ERA's clock will govern.

**B.1.10 *Opportunity for Debriefing***

Unsuccessful proponents may request a debrief after receipt of notification of the outcome of this RFP process. All requests for a debrief meeting must be made within thirty (30) days of such notification to the RFP Contact. The intent of the debrief session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities.

**B.2 *Conduct and Confidentiality***

**B.2.1 *Conflict of Interest***

Please refer to Conflict of Interest Form in Appendix A.

ERA may disqualify, reject a proposal from a proponent, or take any other action it deems necessary for any conduct, situation or circumstance that ERA determines, in its sole discretion, to constitute a conflict of interest.

All proponents must advise ERA in writing through completion of Appendix A whether it has any actual, potential or perceived Conflict of Interest, including the nature and circumstances

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of each instance. A proponent may be disqualified from this RFP process, in the sole discretion of ERA, if it is found to have a Conflict of Interest.

### ***B.2.2 Illegal or Unethical Conduct***

Proponents are not to engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents are not to engage in any unethical conduct, including lobbying as described above, or other inappropriate communication, offering gifts to any ERA stakeholders or representatives, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise this competitive RFP process.

### ***B.2.3 Confidential Information***

All information provided by or obtained from ERA in any form (“ERA Information”) in connection with his RFP is the sole property of ERA and proponents agree to treat such information as confidential. Proponents agree that they will:

- a) not use ERA Information for any purpose other than replying to this RFP and in the performance of any subsequent contract for the services;
- b) not disclose ERA Information without the prior written authorization of ERA; and
- c) return all ERA Information to ERA immediately upon the request of ERA.

## **B.3 RFP Process Non-Binding**

### ***B.3.1 No Contract A and No Claims***

This RFP process is not intended to create and will not create a formal, legally binding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- b) neither the proponent or ERA will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

### ***B.3.2 No Contract Until Execution of Written Agreement***

This RFP process is intended to identify prospective proponents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between a proponent and ERA by this RFP

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process. A legal relationship will not arise until the successful negotiation and execution of a written agreement between the successful proponent and ERA.

### **B.3.3 Effect of this RFP**

This RFP does not in any way restrict or limit ERA's pre-existing rights to engage in commercial negotiations with any proponent or to procure the services from any supplier through any other process. Without limiting the generality of the foregoing, ERA may:

- a) choose whether to evaluate any proposal;
- b) modify this RFP or RFP process, including any technical, commercial or contractual terms;
- c) re-issue this RFP, either in the same form, or with modifications;
- d) begin or end negotiations with any proponent for some or all of the services;
- e) reject any proposal;
- f) abandon its plans to obtain any of the services;
- g) invite anyone (including any proponent) to submit an offer to provide some or all of the services under any terms; and
- h) at any time before awarding the contract, ERA may do the following:
  - i. require the proponent to submit further information not requested in this RFP to verify the proponent's ability to perform the contract, including financial data, references to support assertions of past relevant experience, information about the services, and proof of the proponent's legal capacity to perform the contract; and
  - ii. Cancel the RFP process without liability at any time.

### **B.4 Governing Law and Interpretation**

These Terms and Conditions of the RFP process:

- a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- c) Are to be governed by and construed in accordance with laws of the Province of Alberta and the federal laws of Canada applicable therein.