



<b>Request for Proposal Number:</b>	<b>NRCan-5000012953</b>
<b>Title:</b>	<b>Analysis of Forest Operations and Forest Product Equipment Manufacturers within Canada</b>
<b>Date of Solicitation:</b>	03 July 2013 (Eastern Daylight Savings Time EDT)
<b>Solicitation Closing Date and Time:</b>	12 August 2013 at 2:00 P.M. (Eastern Daylight Savings Time EDT)
<b>Address Inquiries To Contracting Authority:</b>	<b>Valerie Holmes</b> Natural Resources Canada Senior Procurement Officer Fax: (613) 996-1024 Email: <a href="mailto:valerie.holmes@nrcan.gc.ca">valerie.holmes@nrcan.gc.ca</a>
<b>Security:</b>	There is no security requirement associated with this solicitation.
<b>Send Proposal To:</b>	Natural Resources Canada Bid Receiving Unit, Mailroom 588 Booth street, Room 108 Ottawa, Ontario K1A 0Y7 Attention: <b>Valerie Holmes</b>
<b>PROCUREMENT BUSINESS NUMBER (PBN)</b> _____	
In order to be able to receive a Natural Resources Canada (NRCan) contract, all suppliers <b>MUST</b> have a PBN. Companies who do not have a PBN <b>MUST</b> register for a PBN in the Supplier Registration Information system, on line at the Business Access Canada (formerly Contracts Canada) Internet site: <a href="#">&lt;Supplier Registration&gt;</a>	
<b>VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT):</b>	
FIRM NAME:	_____
ADDRESS:	_____
	_____
	_____
CONTACT:	_____
TELEPHONE:	_____
FACSIMILE:	_____
EMAIL:	_____
<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):</b>	
NAME:	_____
TITLE:	_____
<b>PROPOSAL TO: NATURAL RESOURCES CANADA</b>	
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 and on any attached sheets at the price(s) set out therefore.	
<b>Signature of Person Authorized to Sign on behalf of Vendor/Firm:</b>	
	_____
	Date _____



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**ANALYSIS OF FOREST OPERATIONS  
AND  
FOREST PRODUCT EQUIPMENT MANUFACTURERS  
WITHIN CANADA**

**FOR**

**NATURAL RESOURCES CANADA (NRCAN)**

A "Request for Proposal" (RFP) is the solicitation document used to seek proposals or bids from suppliers. The term "Bidder", also called the "Offeror", refers to the potential supplier submitting a proposal or a bid. **The Bidder submitting a proposal may, however, consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Bidders' compliance to the Mandatory and Rated Requirements.**

Wherever the words "Proposal" or 'Bid' appear in this document", each shall be taken to mean the same as the other.

The MANDATORY REQUIREMENTS of this RFP are identified specifically with the words "MANDATORY", "MUST", "ESSENTIAL", SHALL", "WILL", "IT IS REQUIRED", AND "REQUIRED". IF a MANDATORY REQUIREMENT is not complied with, the proposal will be considered NON-RESPONSIVE and will not receive any further consideration. In the context of this RFP, Non-Responsive, Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

**NOTICE TO BIDDERS:** The following documents are enclosed and form part of this bid package:

**RFP #NRCan-5000012953**, including all Parts, Appendices and Annexes as listed in the Table of Contents below.

The Bidder acknowledges that all of the aforementioned documents were received in its bid package. It is the responsibility of the Bidder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting the Contracting Authority (CA) as identified on Page 1 of this RFP. Failure to obtain any missing document(s) shall not relieve the Bidder from compliance with any obligation imposed by the RFP, nor excuse the Bidder from the guidelines set out therein.



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## **PART 1: GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into four (4) parts plus 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: Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

**Part 4: Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

Annex "A" - Statement of Work,

Annex "B" - Financial Proposal,

Annex "C" - Technical Evaluation Criteria,

Annex "D" - Certifications,

### **2. Summary**

By means of this RFP, NRCan is seeking proposals from Bidders to create a report that defines the forest equipment manufacturing sector in Canada.

The estimated period of this contract shall be from date of award of contract to **March 31, 2014**.

There is no security requirement associated with this requirement.

This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada - Chile Free Trade Agreement (CCFTA) and the Canada-Peru Free Trade Agreement (CPFTA).



## PART 2: BIDDER INSTRUCTIONS

### 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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>

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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements**, are incorporated by reference into and form part of the bid solicitation.

In the complete context (**except Section 3**):

DELETE: Public Works and Government Services Canada (PWGSC)  
INSERT: Natural Resource Canada (NRCan)

**Section 1 - Code of Conduct and Certifications of 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements** is amended as follows:

DELETE: in its entirety

**Subsection 5.4 - Submission of Bids of 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements** is amended as follows:

DELETE: 60 days  
INSERT: 120 days

**Subsection 8.1 - Transmission by Facsimile of 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements** is amended as follows:

DELETE: 819-997-9776  
INSERT: 613-996-1024

**Subsection 20.2 - Further Information of 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements** is amended as follows:

DELETE: in its entirety

**Subsection 13.4 - GST or HST of 2035 (2013-04-24) Standard Instructions - Goods or Services - Competitive Requirements**, is amended as follows:

DELETE: Page 1  
INSERT: Page 2

Notwithstanding that they have not been expressly articulated in this RFP, the following Conditions and Policies (all of which are **MANDATORY**) apply to the RFP and thereby to the issue of any resultant contract. Incorporation of this NRCan site (that includes these documents) constitutes acknowledgement that the Bidder has read and agreed to be bound by them:

- NRCan Prevention and Resolution of Harassment in the Workplace



<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12414>

## 2. Submission of Bids / Bid Receiving Unit Address

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

Natural Resources Canada  
Bid Receiving Unit - Mailroom  
588 Booth Street, Room 108  
Ottawa, Ontario K1A 0Y7  
**Attention: Valerie Holmes**

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

The onus is on the Bidder to ensure that the proposal is delivered to the location above. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

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

## 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **three (3)** 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

To comply with the [Code of Conduct for Procurement](#), bidders are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

## 4. Security Requirement

There is no security requirement associated with this solicitation.

## 5. Bidder Financial Capacity

The Bidder may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical and financial capability to satisfy the requirements as stipulated in this RFP. If requested, financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer. Information requested by NRCan is to be provided by the Bidder as stipulated in the request by the Contracting Authority.



Should the Bidder provide the requested information to Canada in confidence, while indicating that the disclosed information is confidential, Canada will then treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a proposal is found to be non-responsive on the basis that the Bidder is considered not to be financially capable of performing the subject requirements, official notification shall be provided to the Bidder by NRCan.

## **6. 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.

## **7. Disclosure of Information**

Any information, data and/or Intellectual Property which is provided in a proposal and is demonstrably proprietary to a Bidder, shall be so identified specifically (by paragraph, table, figure) in the proposal, and Natural Resources Canada will endeavor to protect such proprietary information, data and/or Intellectual Property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by Bidders for the purpose of this RFP will be treated as "Commercially Confidential" and kept in confidence by Natural Resources Canada unless expressly stated otherwise in this RFP. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of proposal evaluation and for the activities related to the process of contract award, as applicable. Unless it is required to do so by law, NRCan will not divulge such data and/or information to any third party.

## **8. Conflict of Interest**

If NRCan determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with NRCan, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of NRCan. In the event that NRCan decides that action is necessary in order to remove such a conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with NRCan.

## **9. Basis for Canada's Ownership of Intellectual Property**

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

- Database may contain business confidential material and the Contractor should not sell for profit or dispose of this database to another organization;

NRCan reserves the right to grant, upon written request, a license to exercise the required Intellectual Property Rights in such Canada-owned information to the successful Contractor.

For reference, the Treasury Board Site is: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697>





## 10. Bid Preparation Instructions

Natural Resources Canada encourages the use of recycled paper and two-sided printing. Reduction in the size of documents will contribute to Natural Resources Canada's sustainable development initiatives and reduce waste.

In support of the Policy on Green Procurement, it is requested that bidders provide their bid in separately bound sections as follows:

**Section I:** Technical Bid - 4 hard copies (1 original, 3 copies)

**Section II:** Financial Bid - 1 hard copy, under separate cover. Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not to be repeated in any other section of the bid.

**Section III:** Certifications - 1 hard copy (to be include with the 1 original technical)

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a proposal in response to this RFP.

All fees, associated with the transfer of data or of all documents as may be required by NRCan as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

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) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

### 1. 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 must demonstrate their capability and describe their approach in a thorough, concise and clear manner for successfully carrying out the work as described in the Annex "A" - Statement of Work".

Bidders must respond to government bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid or contract documents, and submit bids and enter into contracts only if they will fulfill all obligations of the contract.

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 and may result in a loss of points. 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.

It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Bidder must provide sufficient details in its proposal to substantiate compliance with what is required; all professional experience must be fully documented and substantiated in the proposal(s).

In the event of a proposal submitted through contractual joint venture, the proposal shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents



all parties of the joint venture. (All members of the joint venture shall be jointly and severally or solidarily liable for the performance of any resulting contract awarded as a result of a joint venture.)

## **2. Page 1 of the RFP Document**

It is mandatory that all bidders sign their submitted proposal. It is requested that all bidders complete, sign and date Page 1 of this RFP (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers and business contact) prior to submitting their proposal. As the signature indicates a clear acceptance of the terms and conditions set out in the RFP, it is the Bidder's responsibility to ensure that the signatory has the authority within its organization to commit the Bidder by making such a contractual offer.

As per article 1 of Part 2, the Bidder hereby agrees, by submitting his/her proposal in response to this RFP, to all the instructions, terms, conditions and clauses detailed herein.

## **3. Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Annex "C"- Financial Proposal. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing will be applied as the initial conversion factor for the specified currency.

Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada.

## **4. Section III: Certifications**

Bidders must submit the certifications as per Annex "D".



## PART 3: EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria and in conjunction with Annex "A" - Statement of Work;
- (b) If the Bidder is deemed non-responsive as a result of evaluation, the bid will be set aside and not considered for contract award.
- (c) The proposed successful bidder will be determined in accordance with the contractor selection method stated in this Part.
- (d) All proposals shall be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process. All bidders will be subject to the terms of the *Access to Information Act* and to other applicable law or orders of courts or other tribunals having jurisdiction.
- (e) An evaluation team will evaluate the proposals on behalf of NRCan. While the evaluation team will normally be comprised of representatives of NRCan, it *may* also include representatives from other Government Departments and Agencies or third party participants as selected by NRCan.

### 2. Rights of NRCan

NRCan reserves the right to:

- seek clarification or obtain verification of statements made in a proposal;
- reject any or all proposals received in response the bid solicitation;
- enter into negotiations with bidders on any or all aspects of their proposal;
- accept any proposal in whole or in part without prior negotiation;
- cancel the bid solicitation at any time;
- reissue the bid solicitation;
- verify any or all information provided by the Bidder with respect to the solicitation including references;
- retain all proposals submitted in response to the solicitation;
- declare a proposal non-responsive if NRCan determines during the evaluation phase that the Bidder does not have the legal status, the facilities or the technical, financial and/or managerial capabilities to fulfill the requirements stated herein;
- discontinue the evaluation of any proposal which is determined, at any stage of the evaluation process, to be non-responsive.

### 3. Basis of Selection

Only those bids that are deemed to be responsive (compliant) will be evaluated under the basis of selection:

#### **Highest Combined Rating of Technical Merit and Price**

The responsive (compliant) Bidder with the highest combined rating of technical merit **(70%)** and price **(30%)** will be recommended for award of a contract. See the following example table below.



Example of 70% Technical Merit and 30% Price Determination			
	Bidder 1	Bidder 2	Bidder 3
Technical Points Achieved by Bidder	88	82	76
Price Quoted by Bidder	\$85,000	\$80,000	\$75,000
CALCULATIONS			
	Technical Points Achieved	Rated Price Points Achieved	Total Points Achieved
Bidder 1	$\frac{88 \times 70}{88} = 70.00$	$\frac{75 \times 30}{85} = 26.47$	96.47
Bidder 2	$\frac{82 \times 70}{88} = 65.23$	$\frac{75 \times 30}{80} = 28.13$	93.36
Bidder 3	$\frac{76 \times 70}{88} = 60.46$	$\frac{75 \times 30}{75} = 30.0$	90.46
*	Represents the highest technical score		
**	Represents the lowest priced proposal		

**Assumption:** Three responsive (compliant) bids have been received. The maximum technical score that can be obtained is 100 points. The highest technical score and lowest bid price receive full rated percentage and other proposals are pro-rated accordingly.

The winner is the Bidder scoring the highest Total Points as a result of applying the Best Value Calculations to the technical bid and the bid price respectively. Based on the above calculations a contract would be awarded to Bidder 1.

#### 4. Sole Bid - Price Support

In the event that the Bidder’s proposal is the sole bid received and is deemed responsive, NRCan may request one or more of the following as acceptable price support:

- a) Current published price list indicating the percentage discount available to the federal government; and/or
- b) Paid invoices for like services sold to other customers; and/or
- c) A price certification statement; and/or
- d) Any other supporting documentation as requested.

#### 5. Contract Award Notice/Bidder Proposal Evaluation Debriefing

A Contract Award Notice (CAN) will be prepared and published on the Government Electronic Tendering Service (GETS) hosted through Buy and Sell within seventy-two (72) days after award of any contract. Bidders may request and receive a de-briefing provided that a written request is received by e-mail at [valerie.holmes@NRCan-RNCan.gc.ca](mailto:valerie.holmes@NRCan-RNCan.gc.ca) no later than thirty (30) calendar days from the published date of the CAN.

Bidders are requested to direct any additional questions they may have respecting this competitive bid process to the Contracting Authority detailed herein.



## PART 4: RESULTING CONTRACT CLAUSES

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

### 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 proposal, dated \_\_\_\_\_. *(To be completed at contract award)*

### 2. Priority of Documents

If there is a discrepancy between the wording of any document that appears 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 - Higher Complexity - Services 2035 (2013-04-25);
- c) Intellectual Property
- d) The supplemental general conditions identified herein;
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment; *(to be included at contract award)*
- g) The Contractor's bid dated \_\_\_\_\_ *(insert date of bid)*

### 3. Term of Contract

#### 3.1 Period of Contract

The period of the Contract is from date of Contract award to **March 31, 2014** inclusive.

### 4. Standard Clauses and Conditions

Notwithstanding that they have not been expressly articulated, all clauses and conditions identified in the Contract by number, date and title are applicable and are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>) issued by Public Works and Government Services Canada.

#### 4.1 General Conditions

**General Conditions - Higher Complexity - Services 2035 (2013-04-25) 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).

#### 4.2 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.



### 4.3 Intellectual Property

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

- Database may contain business confidential material and the Contractor should not sell for profit or dispose of this database to another organization;

NRCan reserves the right to grant, upon written request, a license to exercise the required Intellectual Property Rights in such Canada-owned information to the successful Contractor.

For reference, the Treasury Board Site is: [http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/contracting/tipaucpca1-eng.asp#\\_Toc490365246](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contracting/tipaucpca1-eng.asp#_Toc490365246)

**SACC Manual clause 4007** - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16).

### 4.3 Supplemental General Conditions

The following clauses apply to this contract:

#### 4.3.1 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.

#### 4.3.2 Withholding Tax of 15 Percent

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.



**4.3.3 Foreign Nationals (Canadian Contractor) *(To be completed at contract award)***

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

**OR**

**4.3.3 Foreign Nationals (Foreign Contractor) *(To be completed at contract award)***

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

**4.3.4 Values and Ethics Code**

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tb\\_851/vec-cve-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp)

**4.3.5 Closure of Government Offices**

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

**5. Security Requirement**

There is no security requirement associated with this request.

**6. Authorities**

**6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: **Valerie Holmes**  
 Title: Senior Procurement Officer  
 Organization: Natural Resources Canada  
 Address: 615 Booth Street, Ottawa, Ontario, K1A 0E9  
  
 Telephone: (613) 943-3580  
 Facsimile: (613) 996-1024  
 E-mail address: [valerie.holmes@nrcan.gc.ca](mailto:valerie.holmes@nrcan.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.

**6.2 Project Authority *(to be completed at time of 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. Payment

### 7.1 Basis of Payment

#### Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*inserted at time of contract award*), Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.2 Method of Payment

Against invoices (including receipts for travel and living, if applicable) submitted monthly for charges incurred in accordance with the Basis of Payment and certification by the Project Authority that work performance was satisfactory and acceptable.

Payment by Her Majesty, to the contractor, for the work shall be made within thirty (30) days following the delivery and acceptance of all deliverables specified in the contract or the date of receipt of a duly completed invoice, whichever date is the later.

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as Canada requires.





### 7.3 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.

### 7.4 Firm Per Diem Rate(s) (also known as Daily Rate)

The Firm Per Diem Rate(s) is based on 7.5 hours (seven hours and 30 minutes) exclusive of meal breaks with no provision for annual leave, statutory holidays and sick leave. For work performed for a duration of more or less than one (1) day, the daily rate will be prorated accordingly to cover actual time worked.

The Per Diem Rate(s) is 'all inclusive' except for travel expenses on project business outside the National Capital Region (that is pre-approved by the NRCan Project Authority), and GST. Charges for expenses which are normally incurred in the provision of services, such as labour for conducting negotiations and providing estimates, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, copying/printing charges, office supplies, computer hardware and software charges, courier, long distance telephone charges, travel from a personal residence to the NRCan site in the National Capital Region, local travel and the like, must be included in the rates and will not be permitted as additional charges to the contract.

### 7.5 Pre-Authorized Travel and Living Expenses

The Contractor will be paid for pre-authorized reasonable and proper travel and living expenses incurred by personnel directly engaged in the performance of the work, supported by appropriate receipts and calculated in accordance with the then current National Joint Council Directive on Travel and Living Expenses, (website: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) without allowance thereon for overhead or profit. All payments are subject to government audit. **All travel must have prior authorization of the Project Authority.**

## 8. Invoicing Instructions

All invoices submitted to Natural Resources Canada (NRCan) must include the following information for processing

- Invoice date
- Invoice number
- Amount due (required currency specified)
- If prepaid by credit card, ensure that the invoice clearly indicated "Paid by Credit Card"
- Valid NRCan reference number (normally the purchase order number). This number is 10 numeric digits long or 9 alphanumeric digits

If you are unsure which NRCan reference number to include on your invoice, please contact the departmental representative listed on the purchase order or contract

Should any of the information required for processing the payment be missing, the supplier's invoice will be returned at the discretion of NRCan and will remain unpaid until valid payment referencing is provided.

All invoices must be submitted using one of the following methods (**only one copy of the invoice** should be sent to the department):

#### 1) Email (preferred method):

[Invoicing@NRCan.gc.ca](mailto:Invoicing@NRCan.gc.ca)



Note:

1. Departmental contact (project authority) identified in the contract can be cc'd on the email.
2. Suppliers are required to use PDF file format, as other formats are not compatible with and are not recognized by our systems.
3. PDF file name should not contains sign such as #, \$, % etc.
4. Only one invoice per PDF file can be recognized by our systems (an email can contain multiple PDF attachments). All supporting documents should be included within the invoice PDF file.
5. An automatic reply will be sent as notification that their e-mail has been received (and should be kept for reference on any later payment inquiries).
6. This e-mail address is to be used only for submitting invoices. Inquiries regarding payment status should be sent by e-mail to: [Payments@NRCan.gc.ca](mailto:Payments@NRCan.gc.ca)

## 2) Fax:

613-947-0987 (in the National Capital Region)  
1-877-947-0987 (toll-free)

Note:

- Suppliers sending invoices by fax are required to use the highest quality settings available, as low quality copies will not be accepted as valid for payment processing. The Invoice is required to be the first page and any supporting documents on the following pages. No fax cover sheet is required.
- This fax number is to be used only for submitting invoices. **Inquiries regarding payment status should be sent by e-mail to: [Payments@NRCan.gc.ca](mailto:Payments@NRCan.gc.ca)**

Note: **NRCan can no longer accept invoices by courier or regular mail. We appreciate your willingness to support our Green Initiative.**

**Contract Reference Number:** <provided at time of contract award>

### 8.1 Supplemental Invoicing Instructions

Pursuant to paragraph 221 (1) (d) of the Income Tax Act, payments made by departments and agencies to Contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Supplementary Slip. To enable departments and agencies to comply with this requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other identifying supplier information as applicable, along with a certification as to the completeness and accuracy of the information. To this end, the form entitled "T1204 Information Reporting by Contractor" and attached hereto as Appendix "B1" must be completed and returned within seven (7) days of the award of a contract.

## 9. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 10. Applicable Laws

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



## ANNEX "A" - STATEMENT OF WORK

### SW1 Title

Analysis of forest operations and forest product equipment manufacturers within Canada

### SW2 Background

The federal government, through Natural Resources Canada (NRCan), has invested heavily in the coordinated transformation of the Canadian forest sector, in particular through innovation. Equipment manufacturers, as providers of technology to the sector, can play an important role in that innovation. However, NRCan currently lacks in-depth knowledge of the equipment manufacturing industries in Canada that serve the various components of the forest sector. Results of an economic study of these industries will inform policy and program decisions on options for engaging equipment manufacturers in the transformation of the forest sector.

### SW3 Objectives

The objective of this study is to create a report that defines the forest equipment manufacturing sector in Canada. The scope would include identifying the major activities of the forest sector value chain and profiling the forest equipment manufacturing companies which are located in Canada. The study will also identify key foreign equipment manufacturing companies whose products are distributed within Canada and the value of these imports. The study will conclude with an assessment of the major issues and challenges which Canadian equipment manufacturing companies are facing in terms of innovation, market share, exporting, global trends and the opportunities that lay therein.

In addition to a written report, an Excel database of companies is to be developed and provided to NRCan as a deliverable of the study. In addition, a diagram of the forest sector value chain will be produced.

#### ***SW3.1 - Qualify the value of the forest industry equipment sector in Canada***

In order to populate a profile of Canadian forest sector manufacturing firms, the forest industry equipment sector will need to be defined. Equipment manufacturers that support the following forest industries will be included in the study. As part of the project kick-off, the investigators will work with the technical authority to identify any other forest industries that should be considered.

- Pulp manufacturing (mechanical, semi-mechanical, and chemical);
- Paper making;
- Lumber manufacturing (softwood and hardwood);
- Engineered wood product manufacturing;
- Secondary wood product manufacturing (e.g. flooring, furniture, windows and doors);
- Panel and veneer manufacturing;
- Forest harvesting;
- Biomass harvesting, transportation and processing;
- Wood pellet manufacturing;
- Torrefaction, Pyrolysis, and Gasification technology providers; and
- Bioenergy from forest biomass

During this process, NRCan will be consulted when determining the methodology on identifying suppliers for the breadth of this study. The value of the industry will be determined for baseline and benchmarking and will be used in the analysis of challenges and opportunities for Canadian equipment suppliers included in this study.

The manufacturers included in this study will be those along the forest industry value chain. Specifically, the study will include discussion of key trends in each value chain setup (end-product demand, producers,



technology and innovation trends) and map out the key equipment used in each chain steps looking at level on innovation, life cycle and key players (i.e. suppliers, distributors, etc). The value chain that will be used for the purpose of this study includes:

- Forestry and Harvesting - selection, sorting, inventory, chipping
- Residential processing - chipping, grinding, drying, etc.
- Transportation - forestry specific equipment
- Lumber manufacturing
- Sawmill operations
  - Log handling
  - Sawmilling
  - Planning
  - Drying
- Pulp & paper manufacturing including conversion operations, bioenergy, bioproducts
- Secondary wood product manufacturing
- Panel, OSB, EWP and veneer manufacturing
- Pelletizing
- Effluent treatment (i.e. digestion of effluent for biogas)

The investigators will work with the technical authority to identify any other critical value chain steps that should be considered.

**SW3.2 - Develop forest equipment manufacturer’s database from companies identified in SW3.1**

Create and populate a database of profiles of the equipment manufacturing suppliers identified in SW3.1. Include International companies with a Canadian sales presence. The information collected for the profiles will include:

- Company name and contact details;
- Location - head office and other locations in Canada;
- Type of equipment manufactured by sector defined above;
- Ownership and management / corporate structure;
- Number of employees;
- Revenues, including domestic vs. export sales;
- Type of financing, particularly whether the company has received government financing and if so, the type, program and amount.

Discuss findings/limitation with NRCan as they develop, particularly in circumstances when limited data is available and when an exceeding level of effort would be involved.

**SW3.3 - Identify issues and challenges of the forest equipment manufacturers**

Conduct a study of the main points and challenges for Canadian equipment suppliers. Major categories that can be explored are market share concentration, critical success factors, economies of scale, transaction costs, transportation costs, labour supply issues, basis of competition, innovation barriers and barriers for entry. In this analysis, look at key foreign equipment manufacturers, particularly those who have a significant market share in Canada. Prepare analysis of increasing Canadian equipment manufacturing using a SWOT format.

**SW4 Project Requirements**

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

Tasks/ Activities	Deliverables/Milestones
<b>Task 1</b> - Quantify the value of the forest industry equipment manufacturing segment in Canada	<ul style="list-style-type: none"> <li>• Determine the methodology on identifying suppliers in the forest industry equipment</li> </ul>



Tasks/ Activities	Deliverables/Milestones
	<p>manufacturing segment and along the value chain. As part of the project kick-off, the investigators will work with the technical authority to identify any other forest industries that should be considered and any relevant value chain steps that are not already identified. This will be completed in consultation with NRCan.</p> <ul style="list-style-type: none"> <li>• Create a list of Canadian equipment manufacturing firms from the identified forest industry segments and value chain.</li> <li>• Determine the value of the industry for baseline and benchmarking.</li> <li>• Include discussions of key trends in each value chain step (end-product demand, producers, technology and innovation trends) and map out the key equipment used in each chain steps looking at level of innovation, life cycle and key players.</li> <li>• Create diagram representation of the forest sector value chain.</li> </ul>
<p><b>Task 2</b> - Collect Quantitative Information of Canadian Manufacturers located in Canada and develop database</p>	<p>Create database (Excel) that profiles Canadian forest equipment manufacturers. Key characteristics include, but not limited to:</p> <ul style="list-style-type: none"> <li>• Name of company; type of equipment; ownership; management; number of employees; location; revenues; sale revenues in Canada vs. other markets.</li> <li>• Discuss findings/limitation with NRCan as they develop.</li> </ul>
<p><b>Task 3</b> - Identify issues and challenges of the forest equipment manufacturers</p>	<ul style="list-style-type: none"> <li>• Conduct a study of the main points and challenges for Canadian equipment suppliers and prepare an analysis of increasing Canadian equipment manufacturing using a SWOT format.</li> <li>• Provide some recommendations on policy program development to increase/support Canadian equipment manufacturers in their role in the innovation cycle.</li> </ul>
<p><b>Task 4</b> - Preparation and submission of Final report and database</p>	<ul style="list-style-type: none"> <li>• Submission of final report and database of Canadian Equipment manufacturers.</li> </ul>

**SW4.2 Reporting Requirements**

The Contractor will hold a conference call every month providing an update on the status of the project, which will be presented in a PowerPoint presentation. The updates will include methodology, results highlights to date and examples, and consults with NRCan for project activities.

**SW4.3 Method and Source of Acceptance**

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.



## **SW5 Other Terms and Conditions of the SOW**

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

In addition to the obligations outlined in Section SW4.1 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 format;
3. Present a final PowerPoint presentation of the results of the study;
4. Attend meetings with stakeholders, if necessary;
5. Participate in teleconferences every month;
6. Maintain all documentation in a secure area

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

NRCan will facilitate the completion of the project by managing the meetings and report development as well as access to documentation, networks, etc. including the following:

1. Government publications, reports, studies, etc;
2. Access to facilities and meeting rooms with associated equipment, telephone, etc., as required;
3. Access to a staff member who will be available to coordinate activities;
4. Provide comments on draft reports within five (5) working days and/or;
5. Offer other reasonable assistance or support, as appropriate.

### ***SW5.3 Estimated Period of the Contract***

The estimated period of the contract is from the date of award of contract to **March 31, 2014.**

### ***SW5.4 Location of Work, Work Site and Delivery Point***

The majority of the work will be conducted by Contractor on their premises. Monthly meetings will be held and the final products will be presented in PowerPoint by the Contractor in a teleconference organized and facilitated by NRCan.



## ANNEX “B” - TECHNICAL EVALUATION CRITERIA

### B1 Mandatory Technical 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.

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

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.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder’s Proposal
<b>M1</b>	<p>The Bidder <b>MUST</b> provide the resume for the Project Team Leader. The Project Team Leader <b>MUST</b> provide three (3) unique and verifiable references. Work undertaken <b>MUST</b> be in the areas of:</p> <ul style="list-style-type: none"> <li>• Economic impact studies and analysis; or</li> <li>• Benchmarking;</li> <li>• Industry analysis; and</li> <li>• Market research</li> </ul> <p>The minimum documentation required for each reference is as follows:</p> <ol style="list-style-type: none"> <li>a) Name of client</li> <li>b) Name and phone number of client’s contact</li> <li>c) Brief description of work undertaken, including an overview of the methodology used;</li> <li>d) Date(s) and duration of project.</li> </ol>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
<b>M2</b>	The Project Team Leader MUST have at least five (5) years of experience with managing consultant teams, within the last ten (10) years prior to bid closing.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M3</b>	All other members of the Project Team - excluding the Project Team Leader MUST have a minimum of three (3) years relevant experience (average across team members) within the last ten (10) years prior to bid closing. The Bidder MUST provide a list of the names of all other members of the Project Team, a copy of their resume with a description of their experience and their location.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## B2 Point Rated Technical Criteria

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

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

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) the stated minimum points OR percentage required for the point rated technical criteria section (which is equivalent to 70% (insert percentage) OR 42 points of the total points available) will be further considered for award of a contract. Proposals not meeting the minimum points OR percentage required will be deemed non-responsive.

<b>R1</b>	<b>0 - 8 points:</b> Very limited description of types, source, attainment methods and analysis of data / information <b>9 - 16 points:</b> Basic description of types, source, attainment methods and analysis of data / information <b>17 - 24 points:</b> Extensive description of types, source, attainment methods and analysis of data / information
<b>R2</b>	<b>0 - 5 points:</b> Proposed approach does not demonstrate realistic and achievable deliverables <b>6 - 10 points:</b> Proposed approach demonstrates realistic and achievable deliverables. <b>11 - 15 points:</b> Proposed approach demonstrates realistic and achievable deliverables and demonstrates work assignments.
<b>R3</b>	The Project Lead will be evaluated based on the number and types of projects, to a maximum of 2 projects <b>Types of Projects:</b> <b>5 points:</b> for experience completing similar project(s) in the equipment manufacturing sector <b>5 points:</b> for experience completing similar project(s) in the natural resource sector. <b>15 points:</b> for experience completing similar project in the equipment manufacturing impact studies and analysis, or Benchmarking, industry analysis, and market research
<b>R4</b>	The Project Lead will be evaluated based on the number and types of projects. <b>2 points</b> for experience as project lead for studies/analysis in the areas of: Economic impact studies and analysis, or Benchmarking, industry analysis and market research





Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume
<b>R1</b>	<p><b><i>The Bidder's Understanding of the Work:</i></b></p> <p>The Bidder's approach specifies the types and source of data/information to be collected and describes methods for their attainment and subsequent analysis.</p>	See table above	24	
<b>R2</b>	<p>The Bidder's approach demonstrates a realistic and achievable deliverables framework including milestones and work assignments.</p>	See table above	15	
<b>R3</b>	<p><b><i>Experience:</i></b></p> <p>The Bidder can demonstrate experience completing similar project(s) in the equipment manufacturing sector and/or natural resource sector.</p>	See table above	15	
<b>R4</b>	<p>The Project Leader's demonstrated relevant experience in planning and coordinating the activities of project personnel from a project team, Contractors and other support providers.</p>	See table above	6	
<b>Total Points Available</b>			<b>60</b>	
<b>Total Points Needed to be Considered Compliant (70%)</b>			<b>42</b>	



## ANNEX "C" - FINANCIAL PROPOSAL

### C1 Taxes as Related to Bids Received

For Canadian-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable **included**, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, **excluded**;

For foreign-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) and **exclude** Canadian customs duties, excise taxes and GST or HST, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders. If the prices submitted in the financial proposal are not in Canadian Funds the exchange rate in effect on the date of bid closing will be applied for evaluation purposes only.

### C2 Funding Limitation

NRCan has allocated a maximum of **\$80,000.00** in funding for this requirement, **inclusive of**:

- a) **The Price to perform the Work**
- b) **Any Travel and Living**
- c) **Miscellaneous Expenses that may be required**

Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra to the Funding Limitation; **any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.**

### C3 Pricing Details to be Provided in Financial Proposal

The Bidder hereby offers to NRCan, as requested by the Minister, to furnish all necessary expertise, supervision, materials, equipment and other items necessary to performing the work as described in the statement of work of this Request for Proposal and in accordance with the terms and conditions of the Request for Proposal, to the satisfaction of the Minister, or his or her authorized representative, for the following price(s).

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

#### C3.1 Professional Fees:

A	B	C	D (BxC)
Category of Personnel	Per Diem Rate(s)	Level of Effort/Number of Days Required	Total Costs for Professional Fees
1. Project Team Leader	\$	50 days	\$
2. Additional Resource #1	\$	20 days	\$
3. Additional Resource #2	\$	20 days	\$
4. Additional Resource #3	\$	20 days	\$
<b>Sub-Total 1:</b>			<b>\$</b>



**C3.2 Travel and Living Expenses**

Destination	Accommodation	Meals & Incidentals	Transportation	Total Estimated Travel Costs
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
<b>Sub-Total 2:</b>				\$

**C3.3 Bidder Total Tendered Price**

Bidder total tendered price to perform the work from contract award to <b>March 31, 2014</b> (Total of 1 and 2, as applicable).	\$
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Any estimated level of effort specified in the Pricing Details detailed above is provided for **financial proposal evaluation purposes only**. It is only an approximation of the requirements and is not to be considered as a contract guarantee. Travel, material and number of days (or level of effort) are provided as estimates only, and must not be construed as a commitment by NRCan to respect those estimated in any resulting contract.

Once the financial evaluation is completed, based on the above information, the contract will be awarded based on the winning Bidder’s Approach and Methodology and how they broke down the level of effort per resource.

**Firm Per Diem Rate(s) (also know as daily rate)** - The Firm Per Diem Rate(s) is based on 7.5 hours (seven hours and 30 minutes) exclusive of meal breaks with no provision for annual leave, statutory holidays and sick leave. For work performed for a duration of more or less than one (1) day, the daily rate will be prorated accordingly to cover actual time worked.

The Per Diem Rate(s) is ‘all inclusive’ except for travel expenses on project business outside the National Capital Region (that is pre-approved by the NRCan Project Authority), and GST. Charges for expenses which are normally incurred in the provision of services, such as labour for conducting negotiations and providing estimates, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, copying/printing charges, office supplies, computer hardware and software charges, courier, long distance telephone charges, travel from a personal residence to the NRCan site in the National Capital Region, local travel and the like, must be included in the rates and will not be permitted as additional charges to the contract.

**Pre-Authorized Travel and Living Expenses** - The Contractor will be paid for pre-authorized reasonable and proper travel and living expenses incurred by personnel directly engaged in the performance of the work, supported by appropriate receipts and calculated in accordance with the then current National Joint Council Directive on Travel and Living Expenses, (website: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) without allowance thereon for overhead or profit. All payments are subject to government audit. **All travel must have prior authorization of the Project Authority.**



## ANNEX "D" - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### Certifications Precedent to Bid Closing

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### 1. Federal Contractors Program - Certification

##### **Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the [FCP](#) is available on the HRSDC Web site.

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Signature of Authorized Company Official

\_\_\_\_\_  
Date



**2. Former Public Servant Certification**

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

**Definitions**

For the purposes of this clause,

"Former public servant" means a 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 and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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 Public Service.

"pension" means, in the context of the fee abatement formula, 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 (FPS) in Receipt of a Pension**

Is the Bidder a FPS in receipt of a pension as defined above? **YES ( ) NO ( )**

If so, the Bidder must provide the following information:

- (a) Name of former public servant;
- (b) Date of termination of employment or retirement from the Public Service.

**Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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: \_\_\_\_\_

Number of weeks: \_\_\_\_\_

- (g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

Contract Number:

Contract Amount:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**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.

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**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.

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date



**5. Contractual Capacity and Joint Venture Contractual Capacity**

The Bidder shall have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.

Joint Venture - a joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture (incorporated or contractual), the names and addresses of the members of the joint venture.

If a Contract is awarded to a contractual joint venture all members of the joint venture shall be jointly and severally or solidarily liable for the performance of the contract.

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date