



<b>Request for Proposal Number:</b>	<b>NRCan-5000019359</b>
<b>Title:</b>	Updated Rare Earth Element R&D Gaps Analysis
<b>Date of Solicitation:</b>	07 December 2015 (Eastern Standard Time EST)
<b>Solicitation Closing Date and Time:</b>	21 December 2015 at 2:00 P.M. (OR Eastern Standard Time EST)
<b>Address Inquiries To Contracting Authority:</b>	<b>Serge Tshimanga</b> Natural Resources Canada Procurement Specialist Email: <a href="mailto:serge.tshimanga@canada.ca">serge.tshimanga@canada.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>Serge Tshimanga</b>

**PROCUREMENT BUSINESS NUMBER (PBN)** \_\_\_\_\_

In order to be able to receive a Natural Resources Canada (NRCan) contract, all suppliers **MUST** have a PBN. Companies who do not have a PBN **MUST** register for a PBN in the Supplier Registration Information system, on line at the Business Access Canada (formerly Contracts Canada) Internet site: [<Supplier Registration>](#)

**VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT):**

FIRM NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CONTACT: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 FACSIMILE: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):**

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**PROPOSAL TO: NATURAL RESOURCES CANADA**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto and on any attached sheets at the price(s) set out therefore.

**Signature of Person Authorized to Sign on behalf of Vendor/Firm:**

\_\_\_\_\_

**Date** \_\_\_\_\_



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**UPDATED RARE EARTH ELEMENT R&D GAPS ANALYSIS**

**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-5000019359**, 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" - Technical Evaluation Criteria;
- Annex "C" - Financial Proposal;
- Annex "D" - Certifications

### 2. Summary

By means of this RFP, NRCan is seeking proposals from Bidders to undertake a review of research and development needs to enable the Canadian rare earth elements industry to achieve production within 3-7 years.

The period of the contract shall be from contract award to **March 31, 2016**.

There is no security requirement associated with this requirement.

This requirement is not subject to the provisions of the Trade Agreements.

## 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).

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 (2015-07-03) 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 - Integrity Provision - Bid of 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements** is amended as follows:

DELETE: in its entirety

**Section 2 - Procurement Business Number of 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements** is amended as follows:

DELETE: Suppliers are required to...  
INSERT: It is suggested that supplier are required to...

**Subsection 5.4 - Submission of Bids of 2003 (2015-07-03) 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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements** is amended as follows:

DELETE: (819) 997-9776  
INSERT: (613) 995-2920

**Subsection 20.2 - Further Information of 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements** is amended as follows:

DELETE: in its entirety

### 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: Serge Tshimanga**

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 **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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:

- to generate knowledge and information for public dissemination;

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:

### HARD COPY:

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

**Section II:** Financial Bid - 1 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 copy





OR:

**ELECTRONIC STORAGE MEDIA:**

Since NRCan is working towards a greener environment by eliminating all hard copy file folders, we prefer to have all bids on a CD/DVD or USB. If you wish to submit in this format, please provide the following:

- File I:** Technical Bid
- File II:** Financial Bid.
- File III:** Certifications and page 1 of the RFP completed

**Note:** NRCan will accept either Hard copy or Electronic Storage Media submitted bids. However, it is NRCan's preference that bids be submitted on Electronic Storage Media in order for us to adhere to our Green Initiative.

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.

**NOTE: WHEN SUBMITTING A BID TO THIS SOLICITATION AND YOU USE A COURIER SERVICE, YOU ARE ADVISED TO WRITE THE BID SOLICITATION NUMBER, CLOSING DATE AND TIME ON THE FRONT OF THE COURIER PACKAGE; NOT JUST ON THE ENVELOPES WITHIN THE COURIER PACKAGE IN ORDER TO AVOID ANY UNCERTAINTY FROM OUR BID RECEIPT UNIT WHEN RECEIVING BIDS WITHOUT ANY INDICATION WHAT THEY ARE FOR.**

- b) **Format of Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:
  - i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - ii. use a numbering system that corresponds to the bid solicitation;
  - iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
  - iv. Include a table of contents.
  
- c) **Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:
  - i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
  - ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

**1. 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. 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. 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
<b>CALCULATIONS</b>			
	<b>Technical Points Achieved</b>	<b>Rated Price Points Achieved</b>	<b>Total Points Achieved</b>
<b>Bidder 1</b>	$\frac{88}{*88} \times 70 = 70.00$	$\frac{**75}{85} \times 30 = 26.47$	96.47
<b>Bidder 2</b>	$\frac{82}{*88} \times 70 = 65.23$	$\frac{**75}{80} \times 30 = 28.13$	93.36
<b>Bidder 3</b>	$\frac{76}{*88} \times 70 = 60.46$	$\frac{**75}{75} \times 30 = 30.0$	90.46
<p>* Represents the highest technical score  ** Represents the lowest priced proposal</p>			

**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 by Public Works and Government Services Canada’s website <https://buyandsell.gc.ca/> 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 [serge.tshimanga@canada.ca](mailto:serge.tshimanga@canada.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.

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## 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 bid 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 (2015-07-03);
- 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, 2016.

### 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](#) issued by Public Works and Government Services Canada.

#### 4.1 General Conditions

**General Conditions - Higher Complexity - Services 2035 (2015-07-03)** 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:



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).

#### 4.4 Supplemental General Conditions

The following clauses apply to this contract:

##### 4.4.1 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.

Organizations are encouraged to select from one of the following two options:

###### **Option 1:**

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

###### **Option 2:**

Each party hereby:

- a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and

b) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

#### 4.4.2 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.

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

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

OR

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

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

#### 4.4.4 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)

#### 4.4.5 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 solicitation.

### 6. Authorities

#### 6.1 Contracting Authority

The Contracting Authority for the Contract is:

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



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 submitted monthly for charges incurred and 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' including travel expenses on project business outside the National Capital Region (that is pre-approved by the NRCan Project Authority), as applicable, and exclusive of HST/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.

## 8. Invoicing Instructions

Invoices shall be submitted using one of the following methods:

E-mail - **NEW**

OR Fax:

[NRCan.invoice\\_imaging-service\\_dimagerie\\_des\\_factures.RNCan@canada.ca](mailto:NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca)

Local NCR region: **613-947-0987**  
Toll-free: **1-877-947-0987**

**Note:**

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

**Note:**

Use highest quality settings available.

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

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers:

Contract number: <provided at time of contract award>



## 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.

## 11. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

## ANNEX “A” - STATEMENT OF WORK

### Background

In recent years, a steady, reliable, and secure supply of critical metals has become increasingly important to major industrialized economies that seek to sustain their industrial base and develop advanced technologies, such as clean energy. In light of this, Canada, with its significant critical metal reserves, has an opportunity to supply some of the global demand for critical metals. However, to transition from promising mineral deposits to marketable products, investment in fundamental R&D and expertise is needed to address the complex technological challenges around the production, separation and processing of critical metals, and to better understand the global market for these key commodities.

Rare earth elements (REE) represent an opportunity for Canada to enter an emerging and globally strategic market. However, the metallurgy for Canadian ores containing REE involves a complex sequence of individual separation, refinement, alloying and formation stages before they can be used in the production of permanent magnets, consumer electronics and other high value-added high-tech products.

Natural Resources Canada has been directed through Budget 2015 to undertake a significant effort to support the development of rare earth elements and chromite in order to maximize Canadian value and benefits from these deposits. As such, we have identified the need to gather background information as a means of informing the development of a longer-term technical program.

### Objective

To undertake a review of research and development needs to enable the Canadian rare earth elements industry to achieve production within 3-7 years. The gaps analysis would investigate the current state of knowledge within the Canadian rare earth industry and subsequently identify the potential areas best served by focussed research and technology development to be funded under the five year program noted above.

### Work to be performed

The contractor must:

1. Develop a Canadian rare earth element industry sector profile including:
  - a. Deposits, level of development, mineralogy, processing plans, environmental management practices, economics etc.
2. Identify, describe and analyze the technical challenges encountered through the development of these deposits.
3. Examine and contrast global REE developments and operations
  - a. Highlight best practices and lessons learned
  - b. Identify emerging industry trends, processing options and pollution prevention opportunities
  - c. Include at least five (5) case studies to illustrate process challenges experienced and/or overcome, and progress towards viable operation
4. Provide a comprehensive analysis of processing and environmental challenges and options and prioritize R&D gaps, where possible consider economic implications

Data gathering must include but not limited to following two sources:

1. Data from the literature including scientific journals through to popular media, technical reports in public and private domain; and
2. Consultations with industry stakeholders (minimum fifteen (15)). The Contractor must keep a record of discussion following any communication with industry. These records must contain the industry contact information, the subject of discussion, the questions posed or raised during the discussions, and any feedback received on the subject.

In order to achieve the objectives outlined above, the contractor must complete all the tasks described and provide the results of this research to the Departmental Representative in the form of a written report.

This list of tasks is comprehensive, but may not necessarily be exhaustive. The Contractor is encouraged and expected to provide any additional information discovered during the contract period that is deemed relevant in fulfilling the objectives of this contract.

All of the economic information must be provided in Canadian dollars. When monetary estimates are not available in Canadian dollars, foreign currency estimates must be converted and presented in Canadian dollars accompanied by an explanation of the exchange rates used.

Use of Canadian data should be prioritized over those from foreign sources (e.g., United States and European Union). When only foreign data is available, the Contractor should extrapolate the data for the Canadian market and support the extrapolation with valid assumptions (e.g., based on GDP, market share and demand in North America).

A clear explanation of any assumptions used and calculations made must accompany any data provided.

## Reference Documentation

The contractor will be supplied with a copy of the previous REE R&D gaps analysis prepared by NRCan.

## Contact person

After the contract has been signed, NRCan will identify a resource liaison that the supplier may contact if more information is needed.

## Deliverables

**Deliverable 1:** An initial meeting within one (1) week of signing the contract. The date, type (telephone, video-conference, WebEx, in person) and place of the meeting (if in person) will be decided jointly between NRCan and the supplier. The objective of the meeting is to discuss the proposal, in general, and to clarify the schedule and the work breakdown table.

**Deliverable 2:** Stakeholder list and a list of interview questions within three (3) weeks of signing the contract. Natural Resources Canada will review and provide comments to the Contractor within five (5) working days after receiving the documents.

**Deliverable 3:** Draft Table of Contents: The Contractor must provide a draft Table of Contents which describes the structure of the proposed report and the content of the final report and a comprehensive bibliography that will support the study to be received within five (5) weeks of signing the contract. This must also describe the structure of the proposed content of the report including an executive summary. The titles of chapters, sections and subsections must be indicated with a brief description of their contents. Natural Resources Canada will review and provide comments to the Contractor within five (5) working days after receiving the documents.

**Deliverable 4:** Summary of stakeholder consultations including responses to the interview questions to be received within eight (8) weeks of signing the contract. The summary must include a list of persons contacted while gathering the information as well as their contact information including email addresses if available.



**Deliverable 5:** Draft Report: The Contractor must provide one electronic copy of the draft report which must contain all the study findings as per the Statement of Work by February 7, 2016. Natural Resources Canada will review and provide comments to the Contractor within five (5) working days after receiving the draft report.

**Deliverable 6:** Final Report: Submission of a report (in English) at the end of the project which must address all changes/comments provided by NRCan in Deliverable 5. One electronic copy and three hardcopies of the report must be received NRCan no later than March 1, 2016.

### Schedule

The last deliverable must be submitted to NRCan no later than March 1, 2016.

Task	Dates
Initial Meeting(deliverable #1)	Within 5 working days of Contract Award Date (CAD).
Stakeholder list and list of interview questions (deliverable #2)	No later than 3 weeks after CAD
Draft Table of contents (deliverable #3)	No later than 5 weeks after CAD
Summary of stakeholder consultations (deliverable #4)	No later than 8 weeks after CAD
Draft Report (deliverable #5)	February 7, 2016
Final report (deliverable #6)	March 1, 2016.

## 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.

**Note:** The technical proposal (work description) must not exceed twenty (20) pages. CVs, project descriptions and other supporting materials should be appended. If the technical proposal (work description) exceeds the maximum number of pages, only the first twenty (20) pages will be considered at the proposal evaluation stage.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder’s Proposal
M1	<p><b>Bidders Proposed Resources Experience</b></p> <p>Each of the following must be met:</p> <ol style="list-style-type: none"> <li>1) At least one resource with experience working within the mining sector (Minimum 5 years within the last ten (10) years)</li> <li>2) At least one resource with experience related to the processing of rare earth elements (Minimum 3 years within the last ten (10) years)</li> </ol>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
	<p>3) At least one resource with experience performing literature searches, assessing the reliability of technical data and determining technological needs (Minimum 3 years within the last ten (10) years).</p> <p>For each of the above, the bidder must indicate the name of the resource and demonstrate how he/she meets the criteria in the curriculum vitae (CV). An individual can meet more than one of the items above if qualified.</p>		
M2	Bidders <b>MUST</b> provide curriculum vitae (CV) for each proposed resource.	<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 will be further considered for award of a contract. Proposals not meeting the minimum points OR percentage required will be deemed non-responsive.

Minimum pass rate: 60 points out of a total of 100 possible points. Proposals that have not obtained this minimum score will not be considered for the contract.

Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume
R1	<b>Bidders Proposed Resources Qualifications</b>	Bidders core team member qualifications to a cumulative maximum of 10 points. - Bachelor degree level (1 point) - Master degree level (3 points) - Doctoral degree level (5 points)	10	



Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume
R2	<p><b>Bidders Proposed Resources Experience</b> assessing technical processing challenges within the mining industry (non REE). Project example with brief description to be provided.</p> <p>Project example with brief description to be provided</p>	<p>Description demonstrates the experience (2 points per project up to 20)</p>	20	
R3	<p><b>Bidders Proposed Resources Experience</b> assessing technical processing challenges specifically within the REE industry. Project example with brief description to be provided. (must be different projects than 02).</p> <p>Project example with brief description to be provided</p>	<p>Description demonstrates the experience (1 point per project up to 10)</p>	10	
R4	<p><b>Bidders Proposed Resources Experience</b> conducting detailed literature reviews, organizing and compiling of data, and identification of data gaps and research needs. Project example with brief description to be provided</p>	<ul style="list-style-type: none"> <li>- performing literature searches and critical reviews (5 points)</li> <li>- identifying and extracting relevant data from various sources of information (5 points)</li> <li>- Identifying data gaps and research needs (5 points)</li> </ul>	15	
R5	<p><b>Approach and Methods</b> comprehension of the NRCan program needs and objectives, and current challenges facing the development of an REE industry in Canada.</p>	<ul style="list-style-type: none"> <li>- bidder demonstrates little understanding of the goals of the NRCan REE program; primarily repeating information already provided in the RFP (2 points)</li> <li>- bidder demonstrates a clear understanding of the goals of the NRCan REE program, and challenges facing the development of an REE industry in Canada (5 points)</li> <li>- bidder not only demonstrates a clear understanding of the NRCan REE program goals and challenges facing the development of an REE industry in Canada, but adds insights based on</li> </ul>	10	





Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume
		their own experience in this area (10 points)		
R6	<p><b>Approach and Methods</b> bidder must present a method clearly demonstrating an approach that will lead to the successful completion of the project.</p> <p>The bidders plan clearly describes their approach to completing the requirements outlined in the Statement of Work and includes:</p> <ul style="list-style-type: none"> <li>➤ identification of tasks, resources, milestones and schedule in table format that will satisfy the requirements of the SOW;</li> <li>➤ identification of the methods of collecting information to be employed and the types and sources of data and information to be used;</li> <li>➤ methods of verifying data/info accuracy;</li> <li>➤ identification of potential project challenges and a risk mitigation plan for ensuring deliverables are met on time</li> </ul>	<ul style="list-style-type: none"> <li>- bidders plan addresses none of the requested items (0 points)</li> <li>- bidders plan clearly addresses only one of the requested items (5 points)</li> <li>- bidders plan clearly addresses only two of the requested items (10 points)</li> <li>- bidders plan clearly addresses only three of the requested items (15 points)</li> <li>- bidders plan clearly addresses all of the requested items (25 points)</li> </ul>	25	
R7	<p><b>Approach and Methods</b> bidders proposed plan (from requirement 06) effectively addresses requirements of the SOW</p>	<ul style="list-style-type: none"> <li>- bidder's plan is of suitable quality for completing the base requirements of the SOW but does not demonstrate innovative ideas (3 points)</li> <li>- bidder's plan demonstrates innovative ideas in at least two of the requested items and will lead to a superior final deliverable. (5 points)</li> <li>- bidder's plan demonstrates innovative ideas in all four of the requested items and will lead to a superior final deliverable (10 points)</li> </ul>	10	



Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume
<b>Total Points Available</b>			<b>100</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 **\$40,000.00** in funding for this requirement, **inclusive of**:

#### a) The Price to perform the Work

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.**

**Note: Fees are to be an all-inclusive rate, that include travel and living expenses, if applicable.**

### 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.	\$		\$
2.	\$		\$
3.	\$		\$
4.	\$		\$
5.	\$		\$
<b>Sub-Total 1:</b>			<b>\$</b>

**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.



## 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.

\_\_\_\_\_  
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 Value: \_\_\_\_\_  
\_\_\_\_\_

**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.



6. Aboriginal Designation

An Aboriginal business, which can be:

- i. a band as defined by the Indian Act
ii. a sole proprietorship
iii. a limited company
iv. a co-operative
v. a partnership
vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

This is to confirm:

- Our Company is an Aboriginal Firm, as identified above
Our Company is NOT an Aboriginal Firm

Signature of Authorized Company Official

Date

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