



<p><b>Retourner Les Soumissions à:</b> <b>Return Bids to :</b></p> <p><a href="mailto:Serge.Tshimanga@Canada.ca">Serge.Tshimanga@Canada.ca</a></p> <p><b>Demande de proposition (DDP)</b> <b>Request for Proposal (RFP)</b></p> <p><i>Proposition à: Ressources Naturelles Canada</i> <i>Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).</i></p> <p><i>Proposal To: Natural Resources Canada</i> <i>We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.</i></p> <p><b>Commentaires - Comments</b></p> <p><b>Bureau de distribution - Issuing Office</b></p> <p>Direction de la gestion des finances et de l'approvisionnement Ressources naturelles Canada 580 rue Booth Ottawa, Ontario, Canada</p>	<p><b>Title - Sujet</b> United States softwood lumber industry project</p>	
	<p><b>Solicitation No. - No de l'invitation</b> <b>NRCan-5000029083</b></p>	<p><b>Date</b> 27 January 2017</p>
	<p><b>Requisition Reference No. - N° de la demande</b> 138005</p>	
	<p><b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 01:00 PM (heure normale de l'Est (HNE))</b> <b>on - le 06 February 2017</b></p>	
	<p><b>Address Enquiries to: - Adresse toutes questions à:</b></p> <p><a href="mailto:Serge.Tshimanga@canada.ca">Serge.Tshimanga@canada.ca</a></p>	
	<p><b>Telephone No. - No de telephone</b> (343) 292-8374</p>	<p><b>Fax No. - No. de Fax</b></p>
	<p><b>Destination - of Goods and Services:</b> <b>Destination - des biens et services:</b></p> <p>Ressources naturelles Canada 580 rue Booth Ottawa, Ontario, Canada</p>	
<p><b>Security - Sécurité</b></p> <p>N/A</p>		



	<p>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</p> <p>Telephone No.: - No. de téléphone: Facsimile No.: - No. de télécopieur:</p>
	<p>Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p> <p>_____ Signature</p> <p>_____ Date</p>



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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, all other annexes and appendixes.

### 1.2 Summary

By means of the RFP, NRCan is seeking the services of a firm to provide an in-depth analysis to project the amount that the U.S. will increase SWL production under three projected SWL duty rates. This will require a deep understanding of SWL supply, trade, and market demand of both the U.S., Canadian, and overseas markets. Key determinants (at a minimum) will be: market and price forecast, current capital allocations at the mills, ability and desire to invest in new capital, and availability of fibre supply, mill labour force, logistics capacity (e.g. hauling) and logging capacity. **NRCan is not seeking the results of a modelling exercise based on assumptions about supply elasticities.**

There is no security requirement associated with this procurement.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### 1.3 Debriefings

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



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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8:**  
**Delete:** Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation  
**Insert:** Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations is the facsimile number identified in the bid solicitation.
- **Under Subsection 2 of Section 20:** Not applicable

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document: [serge.tshimanga@canada.ca](mailto:serge.tshimanga@canada.ca)

**IMPORTANT**



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It is requested that you write the following information in “Subject” of the e-mail: **138005: RFP# NRCan-5000029083**

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

**NRCan will not assume responsibility for proposals directed to any other location or email address.**

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. 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.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority ([serge.tshimanga@canada.ca](mailto:serge.tshimanga@canada.ca)) no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

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

### **2.5 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately files as follows:

File I: Technical Bid

File II: Financial Bid

File III: Certifications and Additional Information

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

#### File I: Technical Bid

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

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

#### File II: Financial Bid

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

Exchange Rate Fluctuation: [C3011T](#) (2013-11-06), Exchange Rate Fluctuation.

#### File III: Certifications and Additional Information

Bidders must submit the certifications required under Part 5 - Certifications and Additional Information.





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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Appendix 1 - Evaluation Criteria.

#### 4.1.2 Financial Evaluation

##### Evaluation of Price

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

### 4.2 Basis of Selection

#### 4.2.1 Highest Rated Within Budget

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.

Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

#### 4.2.2 Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is **\$ 150,000.00 CAD** (Applicable Taxes extra). Bids with **Total Price** in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.



## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions - List of Names

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: \_\_\_\_\_

OR

Name of each member of the joint venture:



Member 1: \_\_\_\_\_  
 Member 2: \_\_\_\_\_  
 Member 3: \_\_\_\_\_  
 Member 4: \_\_\_\_\_

Identification of the administrators/owners:

SURNAME	NAME	TITLE

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

### 5.2.3 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.

### 5.2.4 Education and Experience



The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### 5.2.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada’s request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"**lump sum payment period**" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"**pension**" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant; \_\_\_\_\_
- b. date of termination of employment or retirement from the Public Service. \_\_\_\_\_



By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

**Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant; \_\_\_\_\_
- b. conditions of the lump sum payment incentive; \_\_\_\_\_
- c. date of termination of employment; \_\_\_\_\_
- d. amount of lump sum payment; \_\_\_\_\_
- e. rate of pay on which lump sum payment is based; \_\_\_\_\_
- f. period of lump sum payment including:
  - start date \_\_\_\_\_
  - end date \_\_\_\_\_
  - and number of weeks \_\_\_\_\_
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Professional fees	Amount
_____	_____
_____	_____

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

**5.2.6 Aboriginal Designation**

Who is eligible?

- a) An Aboriginal business, which can be:
  - i. a band as defined by the Indian Act
  - ii. a sole proprietorship
  - iii. a limited company
  - iv. a co-operative
  - v. a partnership
  - vi. a not-for-profit organization
 in which Aboriginal persons have at least 51 percent ownership and control,

OR

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

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.



- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above. The supplier must complete the certificate in the appropriate clause below.

SACC Manual clauses [A3000T](#), [A3001T](#), [M3030T](#), [M9030T](#), [S3035T](#) and [S3036T](#) contain a certification that suppliers must complete and submit with their bid/offer/arrangement. Failure by suppliers to submit this completed certification form with their bids/offers/arrangements will render the bid/offer/arrangement non-responsive.



## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirements associated with this procurement.



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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_. (*to be completed at contract award*)

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

### 7.3 Dispute Resolution

#### *Mediation:*

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

#### *Arbitration:*

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

#### *Meaning of "Dispute"*

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.





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

#### **7.4 Security Requirements**

There is no security requirement applicable to this Contract.

#### **7.5 Term of Contract**

##### **7.5.1 Period of the Contract**

The period of the Contract is from the award date to 31 March 2018 inclusive.

##### **7.5.2 Delivery Date**

All the deliverables stated in the Statement of Work must be received on or before 15 April 2017.

#### **7.6 Authorities**

##### **7.6.1 Contracting Authority (*to be provided at contract award*)**

The Contracting Authority for the Contract is:

Name:  
Title:  
Organization:  
Address:  
Telephone:  
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.

##### **7.6.2 Project Authority (*to be provided at contract award*)**

The Project Authority for the Contract is:

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



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

### 7.6.3 Contractor's Representative (*to be provided at contract award*)

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

## 7.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 7.8 Payment

### 7.8.1 Basis of Payment - Firm Price.

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

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

### 7.8.2 Basis of Payment - Limitation of Expenditure

For the supplementary cost (on demand), the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

### 7.8.3 Method of Payment

#### Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.



**Monthly Payment (for supplementary cost)**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted, including:
  - i) a copy of time sheets to support the time claimed;
  - ii) a copy of the invoices, receipts, vouchers for all incidental expenses, in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

**7.9 Invoicing Instructions**

Invoices shall be submitted using one of the following methods:

<p><u>E-mail:</u></p> <p><a href="mailto:NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca">NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca</a></p> <p><b>Note:</b> Attach "PDF" file. No other formats will be accepted</p>
<b>OR</b>
<p><u>Fax:</u></p> <p>Local NCR region: <b>613-947-0987</b> Toll-free: <b>1-877-947-0987</b></p> <p><b>Note:</b> Use highest quality settings available.</p>

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: \_\_\_\_\_

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

**7.10 Certifications and additional information**

**7.10.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if 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.



### 7.11 Applicable Laws

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

### 7.12 Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04) General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

### 7.13 Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

### 7.14 Insurance

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

### 7.15 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).



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## ANNEX A - STATEMENT OF WORK

### SW.1.0 TITLE

Assessing the ability of the United States softwood lumber industry to increase production in order to take advantage of potential countervailing and anti-dumping duties.

### SW.2.0 BACKGROUND

The 2006 Canada - United States (U.S.) Softwood Lumber Agreement (SLA) expired in October 2015 and the one-year standstill provision that was built into the SLA ended in October 2016. The U.S. Department of Commerce (DoC) has begun Countervailing Duty (CVD) and Anti-Dumping (AD) investigations into imports of Canadian softwood lumber (SWL). These investigations could result in substantial duties on Canadian softwood lumber shipments to the U.S.

With the expected imposition of SWL CVD/AD duties, Canadian imports into the U.S. market will be at a significant disadvantage. The duties will undoubtedly push up price to some degree. However, the degree to which the U.S. industry can increase production to take advantage of this reduction will strongly influence Canadian production levels.

As part of its core mandate and strategic priorities, Natural Resources Canada (NRCan) seeks to support the competitiveness of Canada's natural resource sector. Therefore, the Canadian Forest Sector (CFS) needs to obtain a fulsome understanding of the outcomes of any structural changes in the SWL production in the U.S.

### SW.3.0 OBJECTIVES

The goal of this analysis is to project the amount that the U.S. will increase SWL production under three projected SWL duty rates (35%, 45%, 55%). This will require a deep understanding of SWL supply, trade, and market demand of both the U.S., Canadian, and overseas markets. Key determinants (at a minimum) will be: market and price forecast, current capital allocations at the mills, ability and desire to invest in new capital, and availability of fibre supply, mill labour force, logistics capacity (e.g. hauling) and logging capacity.

This contract is designed to get answers to the "on the ground practical realities" from experts who know the industry, and who understand how the industry might respond to the opportunities, and risks presented by CVD/AD duties.

### SW.4.0 PROJECT REQUIREMENTS

#### SW.4.1 Tasks, Deliverables, Milestones and Schedule

Analysis of the potential for U.S. SWL producers to increase softwood lumber production under three projected SWL duty rates (35%, 45%, 55%).

A thorough report presenting the methodology and the results, and a PowerPoint presentation summarizing the report will be prepared and presented to NRCan executives and working level staff. Due to the sensitive nature of this research, the project must be implemented in a confidential manner, including all meetings, discussions, and deliverables.

All deliverables outlined in the table below must be completed by April 15<sup>th</sup>, 2017.



In order that the work of the contractor progresses in an agreed upon direction, no later than three weeks after the contract is awarded, the contractor will be required to submit an interim report and presentation that outlines the following points, and obtain approval from NRCan before proceeding further:

- Definition of U.S. regions (A.1.a)
- Definition of the parameters that will define which mills are examined on a mill by mill basis, and which are grouped into their regional pool (A.1.b).
- Outline of the types of strategies which will be explored in further detail in A.1.c
- Outline the categories of impediments which will be explored in further detail in A.1.d
- Discussion between contractor and NRCan to make transparent the methodology and objectives of the contractor

Between the April 15<sup>th</sup> 2017 deadline for the completion of the report and the January 31<sup>st</sup> 2018 end date of the contract, the contractor will be available for conference calls as required for NRCan to fully comprehend the results of the report.

Analysis	Description	Required Content	Deliverables	Timeline
A. Analysis of the potential for U.S. SWL producers to increase production under three projected SWL duty rates (35%, 45%, 55%)	1. U.S. ability to expand supply	a) Specification of U.S. industry into a minimum of 10 regions, with a more detailed focus on regions with large SWL capacity (i.e. more granularity is required than “U.S. South East” or PNW” b) U.S. production capacity, by mill (for mills above a specified production capacity), grouped into regions c) Detailed categorization of strategies mills could potentially use to increase production (e.g. add a shift, lengthen shifts, investments in x, y, z capital upgrades, greenfield investments, etc) d) Detailed description of impediments to production increases in the U.S., by region (e.g. fibre supply, tight labour supply, logistics issues) e) Detailed description of the ability to	1.Report  2.Presentation Deck  3.Presentation to NRCan staff	Report due April 2, 2017  Presentation deck and meeting by mid-April 2017



		<p>expand supply over time, by region.</p> <p>f) U.S. supply curve, by region (i.e. volume produced across a range of prices, assuming appropriate adjustment time). This supply curve should describe volume produced (after an adjustment period) across the prices expected under the three CVD/AD duty scenarios (35%, 45%, 55%).</p> <p>g) Detailed narrative outlining scenarios of how the U.S. industry could expand SWL capacity, under three scenarios: Aggressive expansion, moderate expansion, cautious expansion. (i.e. if there were to be an aggressive expansion, how would that happen, and how much production could be added).</p> <p>h) Quantitative and qualitative description of the degree to which U.S. producers will be able to increase production, vs the degree to which they will be absorbed in price increases.</p> <p>i) Quantitative and qualitative description of the degree to which third country imports will become a factor (e.g. European SWL imports into the U.S), outlining price points, volumes, and market conditions.</p>		
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	2. Markets	j) Demand outlook and its impact on U.S. supply and SWL price (e.g. forecast at different price points).		
	3. Canadian exports and market share	k) Quantitative and qualitative description of the cumulative impact of the work in 1) and 2) above will have on Canadian exports to the U.S. and other markets.		
	4. Analysis of the medium to long term impact of the U.S. supply curve changes on the Canadian SWL industry.	l) Qualitative and quantitative description of the long-term impact of production changes (outlined in 1. above) in the U.S. on Canadian SWL producers (i.e. what are the expected structural changes to the North American SWL industry).		
B. Ad-hoc Follow-up Questions and Discussion			Email response/clarification of results	As needed from April 2017 to Jan 31, 2018.

It is expected that the volume of work will be the most in A1, then A2, A3, and finally A4. It is expected that frequent interactions with NRCan staff will be required throughout the contract.

#### SW.4.2 Reporting Requirements

When requested by the Project Authority (PA), the Contractor must produce a report on the progress and status of the work, in a format acceptable to the PA (e.g. email summary).

#### SW.4.3 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.

#### SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW





### **SW.5.1 Contractor's Obligations**

In addition to the obligations outlined in Section 2 of this Statement of Work, the Contractor shall:

- 1)keep all documents and proprietary information confidential;
- 2)return all materials belonging to NRCan upon completion of the Contract;
- 3)submit all written reports in electronic Microsoft Office Word and Excel, or PDF format;
- 4)participate in teleconferences, as needed;
- 5)maintain all documentation in a secure area.

### **SW.5.2 - NRCan`s Obligations**

Provide comments on draft reports and status updates

### **SW.5.3 Location of Work, Work Site and Delivery Point**

The Contractor will complete the work at the Contractor's place of business, NRCan facilities, or in meeting locations

At the request of the Project Authority, the Contractor may be required to travel to Ottawa, Ontario Canada and/or to Vancouver, British Columbia, Canada (NRCan's preference, to be specified later) at some points either during the contract or to present the final results,

At the request of the Project Authority, the Contractor may be required to host a meeting at their location to review findings and discuss the project.

Teleconferences /videoconferences as required using an electronic method accessible to all parties (such as Skype).

### **SW.5.4 - Language of Work**

Language requirement is English. Language requirement in the city of Montreal is French.

Final deliverables are to be clearly marked on the cover page:

*©Her Majesty the Queen in Right of Canada, as represented by the Minister of Natural Resources, 201(7).*



**ANNEX B - BASIS OF PAYMENT**

**1. FIRM PRICE**

DESCRIPTION	FIRM PRICE (applicable taxes excluded)
All deliverables outlined in the table detailed in the Statement of Work found at Annex 'A' of this RFP which must be completed by April 15 <sup>th</sup> , 2017.	\$ _____
<b>A - Total Firm Price:</b>	\$ _____

**2. SUPPLEMENTARY COST (ON DEMAND)**

A	B	C	D (BxC)
Category of Personnel	Firm Per-Diem Rate	Maximum Level of Effort (Days)	Total Costs for Professional Fees (applicable taxes excluded)
1. Project Manager	\$ _____	3	\$ _____
<b>B - Total Price:</b>			\$ _____

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.

**3. TOTAL CONTRACT PRICE**

<b>Total before taxes (A + B)</b>	\$ _____
TAXES (5%)	\$ _____
Grand Total	\$ _____



**APPENDIX 1 - EVALUATION CRITERIA**

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

**1. TECHNICAL CRITERIA**

**1.1 MANDATORY EVALUATION CRITERIA**

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
<b>M1</b>	<p>The Bidder must propose a qualified <u>Project Manager</u> and include the CV of the Project manager.</p> <p>The CV must include details demonstrating:</p> <ul style="list-style-type: none"> <li>a) The Project manager has acted as project manager on at least one other project similar in nature to that of the project outlined in the Statement of Work (SoW) found at Annex A.</li> <li>b) The Project manager has performed the 4 tasks outlined in the SoW within the past 5 years.</li> </ul>		
<b>M2</b>	<p>The Bidder must submit a technical proposal which must at minimum include:</p> <ul style="list-style-type: none"> <li>A) detailed work plan/schedule</li> <li>B) methodology</li> <li>C) description of the team (including subcontractors, as applicable)</li> <li>D) Identification of Project Leader</li> <li>E) CVs of all proposed team members</li> </ul>		



### 1.2 EVALUATION OF RATED CRITERIA

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

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.

Proposals will be evaluated based on the following criteria:

<i>Point Related Evaluation Criteria</i>	<i>Rating Scale</i>	<i>Comments</i>	<i>Bidders Self-Score</i>
<b>Understanding of Technical Material/ Technical Proposal (10 Points)</b>			
Thorough understanding of the technical issues involved in this project and the logistical requirement to successfully conduct the project, and the Bidder’s strategy for meeting all project milestones. The Bidder’s approach must be clear, complete, reasonable and feasible. Proposal must include the Bidder’s approach to achieving the overall objectives of the project, and its approach to each of the tasks in the statement of work. The Bidder’s understanding of the issues must be evidenced both in a Background section of its proposal, and also in a task by task description of its proposed approach for completing the work. The approach must address potential issues that may arise during the conduct of the project and the Bidder’s strategy for handling any problems.			
<b>R1. Demonstrated understanding of objectives and issues through background section, (10 points)</b>	0: Not provided.  2: Not evident: incorrect understanding of scope.  4: Inadequate: poor understanding of scope. Incomplete, imprecise or lacking any evidence of understanding  6: Adequate: complete and correct understanding of scope but without any additional insights.  8: Good: complete and correct understanding of scope with some additional insights that demonstrate a more complete understanding of the objectives.		



	<p>10: Excellent: complete and correct understanding of scope combined with significant added insights that demonstrate the completeness of understanding of the objectives.</p>		
<p><b>Methodology and Data Collection (40 points)</b></p> <p>The Bidder shall clearly indicate what methodology will be used. The methodology should be in clear, logical steps that identify required data and how that data will be used to achieve the contract objectives.</p>			
<p><b>R2. Explanation of methodology and data (30 points)</b></p>	<p>0: Not provided.</p> <p>6: Not evident: insufficient or incorrect information provided..</p> <p>12: Inadequate: incomplete, vague or lacking evidence of understanding.</p> <p>18: Adequate: complete, realistic and achievable within the available time and resources.</p> <p>24: Good: complete and realistic, logical and straightforward.</p> <p>30: Excellent: comprehensive strategy, that provides a logical pathway from start to finish. Thoughtful consideration of details that will achieve all objectives.</p>		



<p><b>R3. Identification of potential problems during data collection and how these problems will be resolved. Implementation of quality controls (10 points)</b></p>	<p>0: Not provided.</p> <p>2: Not evident: little indication of recognition of problems and solutions.</p> <p>4: Inadequate: vague or incomplete recognition of problems and solutions.</p> <p>6: Adequate: complete and correct recognition of problems but with limited detail on solutions.</p> <p>8: Good: complete and correct recognition of problems and solutions, demonstrating a solid understanding of each issue.</p> <p>10: Excellent: comprehensive recognition of problems and solutions, demonstrating thoughtful consideration of primary and secondary details.</p>		
<p><b>Qualifications of Project Manager (10 points)</b></p> <p>The Bidder should provide the name of the Project Manager who will be assigned to this requirement, demonstrating his/her education, qualifications and experience. His/her curriculum vitae should also be included.</p>			
<p><b>R4. The relevant experience of the project manager (10 points)</b></p> <p>Criteria:</p> <ul style="list-style-type: none"> <li>A) Experience in leading market analysis</li> <li>B) Experience in data gathering projects</li> <li>C) Experience in database administration/management projects</li> </ul>	<p>0: Not evident, no experience</p> <p>2: Inadequate, less than 1 year experience in one of the criteria's</p> <p>6: Adequate, 1+ to 3 years' experience in 2 of the criteria's</p> <p>8: Good, 3+ to 5 years'</p>		



D) Experience in managing client support staff or call centre staff	experience 3 of the criteria's  10: Excellent, 5+ years' experience in more than 3 of the criteria's		
<b>Total Maximum points available: 60</b> <b>Minimum points required: 36</b>			



**APPENDIX 2 - FINANCIAL PROPOSAL FORM**

**1. FIRM PRICE**

1.1) Bidder tendered all-inclusive firm price. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

DESCRIPTION	FIRM PRICE (applicable taxes excluded)
All work and deliverables outlined in the Statement of Work found at Annex 'A' of this RFP.	\$ _____
<b>A - Total Firm Price:</b>	\$ _____

1.2) Supplementary cost (On demand).

The firm per-diem rate offered by the bidder for the additional work should be all-inclusive (in Canadian funds). Applicable taxes are excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included.

A	B	C	D (BxC)
Category of Personnel	Firm Per-Diem Rate	Level of Effort Required (Days)	Total Costs for Professional Fees (applicable taxes excluded)
1. Project Manager	\$ _____	3	\$ _____
<b>B - Total:</b>			\$ _____

**2. Bid Total Price**

A - Total Firm Price	\$ _____
B - Total professional fees	\$ _____
A + B = Total Price for financial proposal evaluation (taxes extra) :	\$ _____