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The Articles contains in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



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 and any other annexes.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders for....

1.2.1 This research aims to:

- 1) Fill knowledge gap within NRCan on baseline fresh water use, including effluents that impact freshwater quality, and on clean technologies that have the potential to reduce the use of net freshwater (or reduce intensity of use) in the mining, energy, and forestry sectors; and
- 2) Make rough projections on freshwater use in Canada's Natural Resource Sectors of adopting the most promising technologies that may be available by 2030.

1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

1.2.3 There are no security requirements associated with this requirement.

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2017-04-27) 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 entirely**
- **Under Subsection 2 of Section 20: Not applicable**

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:

Len.Pizzi@canada.ca

IMPORTANT

It is requested that you write the following information in “Subject” of the e-mail:

NRCan-5000033910 - A Study on Water Use Baselines and Cleantech Opportunities in the Natural Resource Sectors

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.

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 no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as “proprietary” will be treated as such except where Canada



determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Ontario.

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

2.5 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 three (3) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 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:

- the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy) in a separate file and document

Section III: Certifications (1 electronic copy)

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

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

Section II: Financial Bid

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

Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including 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

Mandatory financial evaluation criteria are included in Appendix "1" – Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 100 points.
2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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) 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.

Signature

Date



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

Natural Resources Canada has determined that there is no security requirement associated to this request.



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 _____.

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

[2010B \(2016-04-04\)](#), General Conditions – Professional Services - Medium Complexity, 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).

7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

[4007 \(2010-08-16\)](#), Canada to Own Intellectual Property Rights in Foreground Information

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.

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 date of Contract to July 30, 2018 inclusive.

7.6 Comprehensive Land Claims Agreements (CLCAs)

Not applicable.

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Len Pizzi**
Title: Procurement Officer
Organization: Natural Resources Canada
Address: 183 Longwood Road South, Hamilton, ON, L8P 0A5
Telephone: (905) 645-0676
Facsimile: (905) 645-0831
E-mail address: len.pizzi@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.7.2 Project Authority *(provided 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.

7.7.3 Contractor's Representative (to be provided at contract award)

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

7.8 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.

7.9 Payment

7.9.1 Basis of Payment – Firm Price, Firm Unit Price(S) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \$ _____. (*provided at time of contract award*). 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.

7.9.2 Method of Payment

Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.10 Invoicing Instructions



Invoices shall be submitted using **one of the following methods:**

<p><u>E-mail:</u></p> <p>nrcan.invoiceimaging-servicedimageriedesfactures.rncan@canada.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted</p>
OR
<p><u>Fax:</u></p> <p>Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987</p> <p>Note: 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>

7.11 Certifications

7.11.1 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.

7.12 Applicable Laws

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

7.13 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions **4007** - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16);
- (c) the general conditions **2010B** Professional Services - Medium Complexity (2016-04-04);



- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment; and
- (f) the Contractor's bid dated _____.

7.14 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

OR

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

7.15 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.

7.16 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.



ANNEX "A" - STATEMENT OF WORK

Statement of Work (SOW) - NRCan's Long-term Cross-Sectoral Economic and Policy Research Agenda

A Study on Water Use Baselines and Cleantech Opportunities in the Natural Resource Sectors¹

SW.1.0 TITLE

A Study on Water Use Baselines and Cleantech Opportunities in the Natural Resource Sectors

SW.2.0. BACKGROUND

The Government of Canada has signaled the importance of developing a strong evidence base for policy development and future decision-making. In response, NRCan launched the development of a cross-sectoral Economic and Policy Research Agenda (The Research Agenda). The Research Agenda will further help position the Department and the Government of Canada to respond to emerging risks and opportunities and support evidence-based decision making and policy development. This will be accomplished by contracting external socio-economic research to address priority knowledge and data gaps and build a strong evidence-base for policy advice and strategic priorities. .

The use of clean technology in Canada is crucial to enhance productivity and competitiveness and reduce environmental impacts in the natural resource sectors. The federal government has identified support for innovation and the use of clean technologies in the natural resource sectors as a key component of Canada's approach to addressing climate change and generating clean growth. In recognition of this importance of clean technology for sustainable development, the federal Government has pledged to commit \$200 million more each year for clean technology in the natural resource sectors and \$100 million more each year for clean technology producers. Canada has also joined with 22 other partners to launch Mission Innovation and will seek to double clean energy and clean technology research and development funding to \$775 million by 2020.

The topic of Water Use Baselines and Cleantech Opportunities in the Natural Resource sectors is a topic for NRCan's 2017-2018 Research Agenda. This research will fill a departmental knowledge gap on baseline Natural Resource Sector net freshwater use, and current and future clean technology opportunities that promote sustainable development, including those that reduce freshwater use in Canada's Natural Resource Sectors; particularly in the energy, mining and forest sectors. Filling that knowledge gap will help NRCan set environmental performance baselines that are essential for smarter, more efficient and cleaner natural resource sector operations in Canada. This study responds to recommendations made in the Management of Canada's Freshwater Resources in the Natural Resource Sectors paper produced as part of NRCan's 2016-2017 Economic and Policy Research Agenda, specifically to collaborate and improve data availability and integration. Additionally, because sustainable development is central to NRCan's mandate, the findings of the research will increase NRCan's understanding of Canada's water resource supply, and technologies that have the potential to alleviate the impacts of natural resource sector activities on aquatic ecosystems.

SW.3.0. OBJECTIVES

This research aims to:

¹ For the purpose of this research, Energy sector includes upstream and downstream oil and gas industries, thermal and nuclear power generation, and hydroelectric power generation; Mining sector includes coal mining, metal ore and non-metallic mineral and quarrying; and Forest sector includes solid wood, pulp and paper mills.



1. Fill knowledge gap within NRCan on baseline fresh water use, including effluents that impact freshwater quality, and on clean technologies that have the potential to reduce the use of net freshwater (or reduce intensity of use) in the mining, energy, and forestry sectors;
2. Make rough projections on freshwater use in Canada's Natural Resource Sectors of adopting the most promising technologies that may be available by 2030.

SW.4.0. PROJECT REQUIREMENTS

SW.4.1. Tasks, Deliverables, Milestones and Schedule

The study should be a comprehensive, written report supported by robust and appropriate research and analysis. The analysis should be conducted through document and literature review, the examination of open source material including statistical data, material provided by NRCan, and as necessary, discussions or interviews with government, businesses, and academic experts. All references should be included.

The paper should include an executive summary or policy brief, table of contents, references, and make liberal use of visual aids such as graphs and charts. Additional deliverables could be a PowerPoint presentation, summarizing research findings; and Excel files used to calculate (estimate) the technology-based water use reductions.

Task 1: Establish a baseline of water clean technology in natural resources sectors, including energy, mining, and forestry.

This would include:

- a) A description of the impetus to conserve fresh water – in Canada and globally, and the future challenges that water scarcity could (will) contribute to;
- b) A description of technologies that monitor or have the potential to monitor the level and quality of freshwater;
- c) A current baseline of net freshwater use, where net use includes direct use and wastewater production from discharge of pollutants such as suspended solids, biochemical oxygen demand, phosphorus, Nitrogen, and toxicity from different substances resulting in reduced water available to ecosystems. Use will be categorized within Natural Resource sectors in Canada (energy, forestry, mining) and by:
 - a. *total use,*
 - b. *Total resource sector use as a function of local water availability*
 - c. *and sub- categorized by sector and by major process/technology within each sector sufficient to capture approximately 90% of freshwater use in each given sector*

Where data gaps exist, the outcome will be recommendations for obtaining needed data.

Task 2: A comprehensive description of main technologies and processes that use and or pollute freshwater in natural resource sectors (highest volume users/polluters in Canada).

This will include:

- a) Plain language technology scan that describes the main technologies and processes that use and pollute fresh water and treat polluted wastewater in each sector, and the major technology opportunities to improve on these across 3 Technology Readiness Levels (TRLs): current best in class“TRL” 9), near-



- commercial (TRL 6-8), and future technology (TRL 1-4).
- b) Description of the information and data needed to evaluate the technologies (e.g. cost and performance). The level of detail in recommended data collection should be sufficient for future use in developing learning rates and for modelling efforts.
- c) An identification of potential technologies and processes that Canada has or that could achieve its competitiveness in clean technologies water globally.

Task 3. A framework for performance metrics for better use of freshwater and waste production in natural resource sectors.

This will include:

- a) Scan of performance data from the most promising technologies, using sources such as technology verification studies, private sector sources, RD&D projects in other countries, academic papers, etc. Where data gaps exist, the outcome will be recommendations for addressing gaps.
- b) Using available data, the study would make rough projections on freshwater use in Canada’s natural resource sectors by adopting the most promising technologies that may be available by 2030.

Task 4. An overview of research on water clean technology in Canada and globally.

This will include:

- a) An overview of water technology innovation system in Canada, including key research networks and institutions; Canadian companies working in this area and their expertise; and Federal, Provincial, and Territorial research and funding support.
- b) An overview of global R&D efforts on water technologies in natural resource sectors, including current partnerships with Canadian researchers.

Task 5. Policy recommendations on modelling research on clean technology and freshwater management in Canada’s natural resource sectors.

This will include:

- a) Recommendations for obtaining needed data to develop learning curves for water clean technologies.
- b) An overview of challenges for investments in clean technologies that can reduce the use of freshwater in Canada’s natural resource sectors.

Timelines and deliverables are listed below.

<i>Deliverables</i>	<i>Timeline</i>	<i>Description</i>
Project Outline	January 31, 2018	A detailed scope of the research, including literature review, methodology, timelines, and expected report format is submitted to NRCan for review.
1 st Draft Report	March 30, 2018	A preliminary report on initial findings is submitted to NRCan for review and comments.
2 nd Draft Report	May 30, 2018	An updated draft including amendments from the working Group is submitted to NRCan for review.



Workshop of Key Research Findings (Knowledge Synthesis)	June 20, 2018	A half-day presentation of key research findings to NRCan Working Group.
Final Report	July 30, 2018	Final Report of no more than 70 pages (excluding annexes), an executive summary and a PowerPoint presentation are submitted to NRCan. Completion of the contract by July 30, 2018.

SW.5.0. OTHER TERMS AND CONDITIONS OF THE SOW

SW 5.1 Contractor’s Obligations

1. Keep all documents and proprietary information confidential;
2. Return all documents and material belonging to NRCan upon completion of the contract;
3. Submit all written reports in electronic Microsoft Office Word and/or PowerPoint format;
4. Maintain all documents in a secure area;
5. Attend meetings with stakeholders, as required.
6. Participate in teleconferences, as needed;
7. Attend meetings at NRCan sites, as needed;
8. Consult with NRCan in advance of any planned interviews or dissemination activity; and
9. Participate in one or more results dissemination activities organized by NRCAN, as needed.

5.1.1 Contractor’s Experience

The contractors must demonstrate that they have knowledge and/or experience in the following areas:

1. Clean technology industry in Canada’s Natural Resource Sectors and/or globally.
2. Research on water demand in the energy, mining, and forest sectors in Canada and/or globally.
3. Conducting research on projects related to Canada’s environmental sustainability issues; including climate change, water quality and availability, and life cycle water footprints in Canada’s natural resource sectors.
4. Access to and usage of Water Evaluation and Planning Model (WEAP) or other relevant water use evaluation models.
5. Public policy issues (economic, regulatory, politics) related to clean technology and water use in Canada.

The individual contractor or main researcher must also have, at least 7 total years of experience conducting research on innovation in water management and Canadian natural resources sectors.

SW 5.2 NRCan’s Obligations

1. Provide access to necessary internal research and documentation to support with the development of the contract;
2. Provide access to a key contact that will coordinate all information transfers and necessary support;
3. Provide comments on draft reports within 15 working days; and
4. Liaise with contractor and provide other assistance and support as needed.

Regarding NRCan’s intentions to release, reproduce and disseminate the report:

- Content of the report cannot be released without the written permission of Natural Resources Canada.
- The logo of Natural Resources Canada cannot be used without written permission.



- Natural Resources Canada may choose to disseminate the report, in full or in part, for the purpose of subsequent stakeholder dialogue.

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

The contractor is expected to complete the work at his/her place of business. All progress reports and presentations of research findings will be held at NRCan facilities in Ottawa, ON (in-person or via teleconference).

No overhead is allowed.



ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)



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
M1	<p>The bidder MUST demonstrate that they have experience of governance of natural resource sectors (specifically Mining, Energy, and Forestry) in Canada (essential) and/ internationally (beneficial) and at least two of the areas listed below:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Trends of Clean technology in Canada’s natural resource sectors <input type="checkbox"/> Freshwater use management in Canada’s natural resource sectors. <input type="checkbox"/> Clean growth <input type="checkbox"/> Water Evaluation and Planning (WEAP) model or other relevant water use evaluation models. <p>Evidence MUST be provided in the bidder’s resume.</p>		
M2	<p>For each proposed resource named in the proposal, the bidder MUST demonstrate that they have experience of technologies and processes that use or pollute water in at least one of Canada’s natural resource sectors, and capacity to achieve expertise in others over the course of this research paper. Evidence MUST be provided in the bidder’s resume.</p>		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M3	For each proposed resource named in the proposal, the bidder MUST demonstrate that they each have at least 3 cumulative years of experience conducting research aimed at developing the life cycle water footprints in Canada’s mining, energy, and forest sectors. Evidence MUST be provided in the bidder’s resume.		
M4	For each proposed resource named in the proposal, the bidder MUST demonstrate that they each have at least 3 cumulative years of experience conducting research related to the development of the baseline of water demand in natural resource sectors as well as research on climate change, innovation, and natural resources sectors in Canada and /or internationally . Evidence MUST be provided in the bidder’s resume.		
M5	For each proposed resource named in the proposal, the bidder MUST demonstrate that they each have experience publishing academic and/or non-academic papers/reports discussing issues related to water use management in natural resources and clean technology/innovation in Canada. Evidence MUST be provided in the bidder’s resume.		
M6	The Project Team Leader MUST have at least 7 cumulative years of experience with environmental regulatory compliance and environmental management related to mining, energy, and forest in Canada.		
M7	The Bidder MUST include within the proposal a detailed curriculum vitae (CV) for each proposed resource named in their proposal. CVs should include the following: 1. a detailed description of the proposed resource’s work experience (indicated in years/months) in the provision of services to a government agency, department or organization; 2. educational and professional designation attainments, and all other academic credentials for each proposed resource; 3. the number of months of previous work experience during the past three (3) years in the provision of services to government departments, agencies or organizations		

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.

Proposals must achieve the stated minimum points required overall for the rated criteria 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:



Criterion ID	Point Rated Technical Criteria	Maximum Points	Proposal Page #
R1	<p>A demonstrated understanding of the broader context of the issue.</p> <p>0-3 points - Unsuitable No details provided to demonstrate the understanding of the issue</p> <p>4-6 points – Poor Insufficient detail provided to allow a meaningful assessment of the understanding</p> <p>7-9 points – Below Average General Understanding of the issue and target audiences incompletely demonstrated</p> <p>10-12 points - Satisfactory General understanding of the issue is demonstrated, but fails to explain policy or other linkages</p> <p>13-15 points – Outstanding It demonstrates the supplier is fully capable of meeting our requirements and in some areas exceeding our expectations</p>	15	
R2	<p>A demonstrated specialized understanding of the issues and its dimensions (e.g., sector-specific, regional, community, national, etc.).</p> <p>0-4 points - Unsuitable No details provided to demonstrate the understanding of the issue and its dimensions</p> <p>5-8 points – Poor Insufficient detail provided to allow a meaningful assessment of the understanding</p> <p>9-12 points – Below Average General Understanding of the issues and its dimensions and key players in the local market incompletely demonstrated</p> <p>13-16 points – Satisfactory General understanding of the issue and natural resources sectors is demonstrated, but it fails to explain policy linkages, key players and target audiences in the market.</p> <p>17-20 points – Outstanding General understanding of the issue and natural resources sectors is demonstrated, but it fails to explain policy linkages, key players and target audiences in the market.</p>	20	
R3	<p>Experience on a similar project in the last past three years, and breath and depth of knowledge of the proposed research team involved in the proposal.</p>	20	



	<p>0-4 points - Unsuitable No reference to past performance No corporate history provide</p> <p>5-8 points – Poor Insufficient detail provided to allow a meaningful assessment of its past experience and knowledge of researchers</p> <p>9-12 points – Below Average Performance in the industry is referenced, but not in sufficient detail to determine whether the performance was positive and the researchers are knowledgeable.</p> <p>13-16 points – Satisfactory Experience is described satisfactorily in some areas and demonstrates the supplier is capable of meeting most of the key elements of the work.</p> <p>17-20 points – Outstanding Demonstrates that the supplier has major credibility, has presented to high-level fora, and experience conducting research for government. The supplier also has connection to relevant contacts/networks related to the topic.</p>		
R4	<p>Work plan that includes proposed deliverables and timeline, and demonstrates feasibility to undertake research work within the specified timelines.</p> <p>0-3 points - Unsuitable Insufficient detail provided to allow a meaningful assessment of ability to meet our requirements</p> <p>4-6 points – Poor Incomplete demonstration of capability to meet the key elements of the work</p> <p>7-9 points – Below Average General ability to meet the key elements of the work in some areas, but doubt remains in other key elements of the work.</p> <p>10-12 points - Satisfactory It demonstrates the supplier is fully capable of meeting the key requirements and in some areas exceeding our expectations. I.e., Strategy to identify and develop new partners</p> <p>13-15 points – Outstanding It demonstrates that the supplier is capable of exceeding the key requirements in all respects with an advanced strategy to find new partners and provide innovative approaches and credible recommendations</p>	15	
R5	<p>It demonstrates that the supplier is capable of exceeding the key requirements in all respects with an advanced strategy to find new partners and provide innovative approaches and credible recommendations</p> <p>0-2 points - Unsuitable Insufficient detail provided to allow a meaningful assessment of ability to meet our requirements.</p>	10	



	<p>3-4 points – Poor Incomplete demonstration of capability to meet the key elements of the work</p> <p>5-6 points – Below Average General ability to answer key research questions of the work in some areas, but doubt remains in other key elements of the work.</p> <p>7-8 points – Satisfactory Demonstrates the supplier is fully capable of addressing key research questions. Some aims and objectives are identified that are mostly relevant to the research project</p> <p>9-10 points – Outstanding It demonstrates that the supplier is capable of exceeding the key requirements in all respects. i.e. aims and objectives are concisely elaborated; highly relevant research questions are clearly articulated; and original/innovative research approach is outlined.</p> <p>Proposed approach exceeds our expectations in some areas. For example, linking the research proposal to several government priorities.</p>		
R6	<p>Proposed Methodology meets research objectives</p> <p>0-4 points - Unsuitable Insufficient detail provided to allow a meaningful assessment of the methodology to meet our requirements.</p> <p>5-8 points – Poor Incomplete demonstration of how the work will be conducted</p> <p>9-12 points – Below Average General knowledge of qualitative or quantitative research methodology, but doubt remains concerning ability to meet research objectives.</p> <p>13-16 points – Satisfactory Demonstrates the bidder is fully capable of addressing key research questions based on proposed approach</p> <p>17-20 points – Outstanding It demonstrates that the bidder is capable of exceeding projects requirements based on proposed methodology (using a mix of qualitative and quantitative methods) Proposed research approach exceeds our expectations.</p>	20	
Total points		100	

2. FINANCIAL CRITERIA

2.1 FUNDING LIMITATION

The maximum funding available for the Contract resulting from the bid solicitation is \$ 200,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.



This maximum **included a) the Price to perform the Work, b) any Travel and Living and c) Miscellaneous Expenses that may be required.**

Any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.



APPENDIX "2" – FINANCIAL PROPOSAL FORM

1. FIRM PRICE - Milestone Payments

Bidder tendered all-inclusive firm price to perform the work is in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

Milestone #	Description of Milestone	Deadline of Milestone	Milestone Firm Price (applicable taxes excluded)
1	Project Outline	January 31, 2018	\$ _____
2	1 st Draft Report	March 30, 2018	\$ _____
3	2 nd Draft Report	May 30, 2018	\$ _____
4	Workshop of Key Research Findings (Knowledge Synthesis)	June 20, 2018	\$ _____
5	Final Report	July 30, 2018	\$ _____
Total Firm Price for Financial Proposal Evaluation:			\$ _____