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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 and the Basis of Payment.

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

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for....

1.2.1 A research paper, which aims to:

- Provide an environmental scan of quantitative data to describe Indigenous youth employment in Canada's natural resources sector (what's available; what does it tell us; what are the gaps);
- Identify the major employment barriers facing Indigenous youth in Canada's mining and/or clean energy sectors, from the perspective of Indigenous communities in Canada; and
- Provide an initial identification of promising means to overcome these barriers, as expressed by Indigenous communities.

1.2.2 This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavik Inuit Land Claims Agreement;
- Tlicho Land Claims Agreement;
- Labrador Inuit Land Claims Agreement;
- Maa-nulth Final Agreement;
- Sahtu Dene and Metis Comprehensive Land Claim Agreement;
- Carcross/Tagish First Nation Final Agreement;
- Kwanlin Dun First Nation Final Agreement;
- Kluane First Nation Final Agreement;



- Ta'an Kwach'an Council Final Agreement;
- Tr'ondëk Hwëch'in Final Agreement;
- Vuntut Gwitchin First Nation Final Agreement;
- Teslin Tlingit Council Final Agreement;
- Selkirk First Nation Final Agreement;
- First Nation of Nacho Nyak Dun Final Agreement;
- Little Salmon/Carmacks First Nation Final Agreement;
- Champagne and Aishihik First Nations Final Agreement;
- Nunavut Land Claims Agreement;
- Gwich'in Comprehensive Land Claim Agreement;
- Inuvialuit Final Agreement; and
- James Bay and Northern Quebec Agreement (JBNQA), including Inuit Portion of JBNQA, Cree Portion of JBNQA, Eeyou Marine Region Land Claims Agreement and Naskapi Portion of JBNQA;

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](#) (2018-05-22) 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**

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:

len.pizzi@canada.ca

IMPORTANT

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

Perspectives on Indigenous Youth Employment in Canada’s Natural Resources Sector - NRCan- 5000042658B

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.



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 "1". 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 and financial 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 75 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 70/30 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 (70%) and Price (30%)					
		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	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$	
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$	
Combined Rating		84.17	73.15	77.7	
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.



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There is no security requirements associated with this requirement.



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](#) (2018-06-21), 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:

[4006](#) (2010-08-16), Contractor 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

7.4.1 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 June 30, 2019 inclusive.

7.6 Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavik Inuit Land Claims Agreement;
- Tlicho Land Claims Agreement;
- Labrador Inuit Land Claims Agreement;
- Maa-nulth Final Agreement;
- Sahtu Dene and Metis Comprehensive Land Claim Agreement;
- Carcross/Tagish First Nation Final Agreement;
- Kwanlin Dun First Nation Final Agreement;
- Kluane First Nation Final Agreement;
- Ta'an Kwach'an Council Final Agreement;
- Tr'ondëk Hwëch'in Final Agreement;
- Vuntut Gwitchin First Nation Final Agreement;
- Teslin Tlingit Council Final Agreement;
- Selkirk First Nation Final Agreement;
- First Nation of Nacho Nyak Dun Final Agreement;
- Little Salmon/Carmacks First Nation Final Agreement;
- Champagne and Aishihik First Nations Final Agreement;
- Nunavut Land Claims Agreement;
- Gwich'in Comprehensive Land Claim Agreement;



- Inuvialuit Final Agreement; and
- James Bay and Northern Quebec Agreement (JBNQA), including Inuit Portion of JBNQA, Cree Portion of JBNQA, Eeyou Marine Region Land Claims Agreement and Naskapi Portion of JBNQA;

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Len Pizzi
Title: Senior 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

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

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 \$ _____. 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>rncan.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 4006 (2010-08-16) - Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B (2018-06-21), General Conditions – Professional Services - Medium Complexity;
- (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

SW.1.0 TITLE

Perspectives on Indigenous Youth Employment in Canada’s Natural Resources Sector

SW.2.0. BACKGROUND

In Budget 2018, the Government of Canada highlighted the importance of providing young Canadians¹ - particularly those facing barriers to employment – with the necessary information, skills, and work experience to transition into the labour market. Indigenous youth make up a large percentage of Canadian youth facing significant barriers to employment. Research reveals that education and access to skill development opportunities are two key factors contributing to low participation rates of Indigenous youth in Canada’s natural resources sector. Therefore, improving access to educational and skill development opportunities, and Indigenous youth’ *awareness* of these opportunities, is one key to improving their employment prospects in natural resource occupations. Doing so would also contribute to Canada’s inclusive economic growth.

One of NRCan’s priorities (e.g., Minister’s Mandate Letter) is to support innovation and clean technologies in Canada’s natural resource sectors, namely the energy, mining, forestry sectors. Increasing Indigenous youth employment in natural resources, especially in clean technology and STEM jobs, would support this priority. This research project will increase the understanding of the challenges and opportunities related to employment rates of Indigenous youth and career readiness in the natural resource sectors, including the clean technology sector. The research will advance one of the proposals of the Clean Technology Economic Strategy Table (CTEST): *“Engaging with Indigenous communities to create opportunities for partnership and co-development of clean technology initiatives.”*

Canada’s natural resources sector plays a critical role in supporting a sustainable and inclusive economy. It is also one of the most important economic sectors for Indigenous employment. Economic development in Indigenous communities (First Nations, Inuit and Métis) necessitates meaningful engagement, close collaboration and communication in order to respect the wishes, and understand the needs and the expectations of residents. Building local capacity and ensuring two-way knowledge transfer is fundamental to supporting natural resource development in their communities and territories. This research will help identify the means to increase community capacity in a manner that is culturally appropriate and respects the respective socio-economic condition of individual communities through education, mentoring, and skill development.

SW.3.0. OBJECTIVES

The objectives of this research paper are to:

- Provide an environmental scan of quantitative data to describe Indigenous youth employment in Canada’s natural resources sector (what’s available; what does it tell us; what are the gaps);
- Identify the major employment barriers facing Indigenous youth in Canada’s mining and/or clean energy sectors, from the perspective of Indigenous communities in Canada; and
- Provide an initial identification of promising means to overcome these barriers, as expressed by Indigenous communities.

SW.4.0. Research Methodology

To achieve the research objectives, the researcher will conduct primary research through direct engagement with Indigenous groups (e.g., workshop(s) and interviews) and secondary research

¹ For the purpose of this study, youth is defined as 34 years of age and under.



(document and literature reviews, statistical data, government/academic sources). The research will address Indigenous youth employment issues across all three Indigenous groups (Inuit, Métis and First Nations).

No Public Opinion Research is permitted for this project, including ‘Opinion Based Surveys’.

SW.5.0. PROJECT REQUIREMENTS

SW.5.1. Tasks, Deliverables, Milestones and Schedule

Task 1: Provide an environmental scan describing Indigenous youth employment in Canada’s natural resources sector.

The environmental scan will be conducted through document and literature review, examination of open source material including statistical data (e.g., Census 2016), and other sources as identified by the researcher. Additional sources could include: engagement with Indigenous communities (or individuals); different levels of government, natural resources firms, and academic experts in natural resource sectors or projects (energy, mining, forestry); as well as those that provide or facilitate education and training programs for Indigenous youth, such as the Indigenous Skills and Employment Training (ISET) holders located in multiple communities across Canada.

Task 2: Identify barriers facing Indigenous youth for employment in clean energy in Canada’s energy, mining and forestry sectors.

The study will profile the barriers faced by Indigenous youth seeking employment opportunities in Canada’s natural resources sector. The findings must capture the “voice” of these communities (i.e., what was expressed by Indigenous peoples, not necessarily what was heard by the contractor). The study should also give specific consideration to STEM jobs/opportunities, career paths and awareness – as building STEM capacity in the natural resources labour force is linked to clean energy and Canada’s transition to a low-carbon economy.

To fulfill the needs of this research, the contractor will:

- Complete three case studies examining youth employment in three different Indigenous communities (i.e., Métis, First Nations and Inuit), applied against their experience in clean energy as it relates to the energy, forestry and mining sectors).
- The contractor must decide on his/her own method of identifying which communities best lend themselves to a case study. One way of doing this would be to host a workshop with representatives from a broad range of Indigenous communities, discuss Indigenous youth employment barriers, and have them select the three most appropriate communities.
- There are other viable means for selecting communities to be studied. While it is for the contractor to determine the best means of identifying communities for the case studies, selection must be done by engaging Indigenous groups or organizations directly, and the process must be documented.
- Each case study will consist of engaging directly with Indigenous youth in the community, and with those who support Indigenous youth employment aspirations (i.e., parents, elders, administration associated with education, training and economic development).
- The research results and report must represent the “voice” of the community being studied (i.e., what was *expressed* by Indigenous peoples, not necessarily what was *heard* by the contractor). This could include for example, but would not be limited to, an emerging consensus or commonly held viewpoints from the community’s perspective. **The contractor will validate* their research findings**



to ensure this is the case. Description of the validation process is found just below the Table on p.4, in BOLD.

Deliverables	Milestone Payment	Timeline	Description
Project Outline	20 %	February 11, 2019	A detailed outline (in MS Word) of the research methodology, time lines, and criteria for selecting the three communities for case studies. The research methodology must incorporate research methodologies respectful of Indigenous communities and their requirements including access to, and use of any data or knowledge. It also must reflect the principles of ownership, control, access and possession by Indigenous communities.
Summary Report of the environmental scan	20 %	March 11, 2019	A Summary Report (in MS Word) of the environmental scan that draws on quantitative data and describes Indigenous youth employment in Canada's natural resources sector.
Draft Report	40%	March 31, 2019	A Draft Report (in MS Word, excluding annexes) that contains the environmental scan, a description of Indigenous youth employment barriers in Canada's clean technology sector (energy, mining and forestry), and some promising means to overcome these barriers.
Final Report	20 %	June 30, 2019	A Final Report (in MS Word, including an Executive Summary, PowerPoint deck and annexes), after validation* of the draft report with Indigenous communities.

***Validation ensures that what was expressed by Indigenous participants, is what is reflected in the final report. This requires direct engagement (sharing the draft report) with Indigenous communities/leaders to verify this. It also takes into consideration participants' ability to respond (time and/or technology constraints). Validation also ensures that the report accurately reflects any contribution of participants not already covered in this paragraph (time commitments, etc.).**

SW.6.0. OTHER TERMS AND CONDITIONS OF THE SOW

SW 6.1 Contractor's Obligations

- Keep all documents and proprietary information confidential;
- Return all documents and material belonging to NRCan upon completion of the contract;
- Submit all written reports in electronic Microsoft Office Word and/or PowerPoint format;
- Maintain all documents in a secure area;
- Attend meetings with stakeholders, as required;
- Participate in teleconferences, as needed;
- Attend meetings at NRCan sites, as needed;
- Consult with NRCan in advance of any planned interviews or dissemination activity; and,



- Participate in one or more results dissemination activities organized by NRCAN, as needed.

6.1.1 Contractor's Knowledge and Experience

A. The Contractor or a senior member of the research team must be an Indigenous person with recent and relevant experience of working with, or conducting research with Indigenous communities, organizations and / or governments.

If not, the research team must partner with an Indigenous member of an Indigenous organization with recent experience working with, or conducting research with Indigenous communities, organizations and/or governments. The research must incorporate research methodologies respectful of Indigenous communities and their requirements including access to, and use of any data or knowledge and must reflecting the principles of ownership, control, access and possession by Indigenous communities.

B. The contractors must demonstrate knowledge of:

1. Public policy issues (economic, regulatory, politics, cultural) related to Indigenous communities in Canada;
2. Labour market and employment conditions in Canada;
3. Employment barriers and opportunities facing young Canadians in general and Indigenous youth in particular ;
4. The history of Indigenous People and natural resources in Canada, including knowledge of legal issues, and awareness of national and international mechanisms related to the protection of Indigenous people's rights (e.g., United Nations Declaration on the Rights of Indigenous Peoples [UNDRIP]); and,
5. Distinctions based-approach for research across all groups of Indigenous peoples in Canada.

C. The contractors must demonstrate experience in:

6. Conducting research on socio-economic development with respect to Indigenous communities and labour market in Canadian natural resources sectors.
1. Qualitative and quantitative research in Indigenous communities in Canada, including developing credible and trusting relationships with these communities).

SW 6.2. NRCAN's Obligations

- Provide access to necessary internal research and documentation to support with the development of the contract;
- Provide access to a key contact that will coordinate all information transfers and necessary support;
- Provide comments on draft reports within 15 working days; and,
- 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; and,
- Natural Resources Canada may choose to disseminate the report, in full or in part, for the purpose of subsequent stakeholder dialogue.

SW.6.4. 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 Public Opinion Research shall be undertaken to complete the work. **No overhead is allowed**



ANNEX "B" - BASIS OF PAYMENT



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>A. The contractor or the senior member of the research team MUST be an Indigenous person with recent and relevant experience of working with, or conducting research with Indigenous communities, organizations and / or governments.</p> <p>B. If not A above, the contractor or the research team MUST partner with an Indigenous member of an Indigenous organization with recent experience working with, or conducting research with Indigenous communities, organizations and / or governments.</p>		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M2	<p>The contractor and/or its Indigenous partner MUST demonstrate knowledge in the following areas:</p> <ol style="list-style-type: none"> 1. Public policy issues (economic, regulatory, politics, cultural) related to Indigenous communities in Canada; 2. Labour market and employment conditions in Canada; 3. Employment barriers and opportunities facing young Canadians in general and Indigenous youth in particular ; 4. History of Indigenous People and natural resources in Canada, including knowledge of legal issues and awareness of national and international mechanisms related to the protection of Indigenous people’s rights (e.g., United Nations Declaration on the Rights of Indigenous Peoples [UNDRIP]); and, 5. Distinctions based-approach for research across all groups of Indigenous peoples in Canada. 		
M3	<p>The contractor and/or its Indigenous partner MUST have experience conducting research (qualitative and quantitative) on socio-economic development with respect to Indigenous communities and labour market in Canadian natural resources sectors. Evidence MUST be provided in the bidder’s resume.</p>		
M4	<p>The contractor and/or its Indigenous partner MUST have experience publishing academic and/or non-academic papers/reports discussing issues related to employment and labor conditions of Indigenous communities in Canada. Evidence MUST be provided in the bidder’s resume</p>		
M5	<p>The contractor MUST include within the proposal a detailed curriculum vitae (CV) for each proposed resource named in their proposal. CVs should include the following:</p> <ol style="list-style-type: none"> 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	Minimum Points /Maximum Points	Proposal Page #
R1	<p>Describe why Indigenous youth employment in Canada’s natural resource sectors is a public policy issue that the Government of Canada should address.</p> <p>0-6 points - Unsuitable No details provided to demonstrate the understanding of the issue</p> <p>7-11 points – Poor Insufficient detail provided to allow a meaningful assessment of the understanding</p> <p>12-16- points – Below Average General Understanding of the issue but key policy issues incompletely demonstrated</p> <p>17-22- points - Satisfactory General understanding of the issue is demonstrated, but fails to explain policy or other linkages</p> <p>23-30 points – Outstanding It demonstrates the supplier is fully capable of meeting our requirements and in some areas exceeding our expectations</p>	30	
R2	<p>Describe why you (the contractor) and/or your research team is best positioned to complete this research. You may want to include a discussion of the team members’ CVs, as submitted under M5.</p> <p>0-6 points - Unsuitable Insufficient detail provided to allow a meaningful assessment of ability to meet our requirements</p> <p>7- 11 points – Poor Incomplete demonstration of capability to meet the key elements of the work</p> <p>12-16 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>17-22 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>23- 35 points – Outstanding It demonstrates that the supplier is capable of exceeding the key requirements in all respects with an advanced strategy to find new</p>	35	



	partners and provide innovative approaches and credible recommendations		
R3	<p>A Work plan that demonstrates how you (the contractor) and/or your research team will meet the project's deliverables. This should consider: primary and secondary research, information sources, and time lines</p> <p>0-6 points - Unsuitable Insufficient detail provided to allow a meaningful assessment of ability to meet our requirements</p> <p>7-11 points – Poor Incomplete demonstration of capability to meet the key elements of the work</p> <p>12-16 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>17-22 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>23-35 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>	35	
Total points		100	
Total Points To be Considered Compliant (75%):		75	

2. FINANCIAL CRITERIA

2.1 MANDATORY FINANCIAL CRITERIA

2.1.1 FUNDING LIMITATION

The maximum funding available for the Contract resulting from the bid solicitation is \$ 85,000.00 (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	Milestone Firm Price (applicable taxes excluded)
1	Project Outline – 20% of overall contract value Due on February 11, 2019	\$ _____
2	Summary Report of the environmental scan – 20% of overall contract value Due on March 11, 2019	\$ _____
3	Draft Report – 40% of overall contract value Due on March 31, 2019	\$ _____
4	Final Report – 20% of overall contract value Due on June 30, 2019	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____