



Return Bids to:
Natural Resources Canada

Bid Receiving

See herein for bid submission instructions

Request for Proposal (RFP)

Proposal To: Natural Resources Canada
We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Comments

Issuing Office
Natural Resources Canada
Finance and Procurement Management Branch
580 Booth Street
Ottawa, ON
K1A 0E4

Title Techno-Economic Assessments of mineral processing and metallurgical process flowsheets.	
Solicitation No. NRCAN-5000078618	Date May 3, 2024
Requisition Reference No. 180558	
Solicitation Closes at 2 p.m. (Eastern Daylight Savings Time (EDT)) on June 5, 2024	
Address Enquiries to: Steve Verner; steve.verner@nrca-nrcan.gc.ca	
Telephone No. 343-543-6090	
Destination – of Goods and Services: Natural Resources Canada 555 Booth Street Ottawa, ON K1A 0G1	
Security THERE ARE NO SECURITY REQUIREMENTS ASSOCIATED WITH THIS REQUIREMENT.	
Vendor/Firm Name and Address Telephone No.: Email :	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)	
_____ Signature	_____ Date



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The Articles contained 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.

By signing its bid, the bidder confirms that they have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and certifies that:

1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.



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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other 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 to provide supports during the R&D phase of technology development through performing Techno-Economic Assessments of mineral processing and metallurgical process flowsheets. The TEA required would be classified as the AACE International Class 5 Estimates.

The contract will be from date of contract awarded to March 31, 2025. There will be a possibility of four (4) optional years.

- 1.2.1 This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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 fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing will be done in writing, by email.



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](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- **In the complete text content (except Section 1 and 3)**
Delete: Public Works and Government Services Canada” and “PWGSC”
Insert: “Natural Resources Canada.” and “NRCan”

- **At 02 Procurement Business Number:**
Delete: “Suppliers are required to”
Insert: “It is suggested that suppliers”

- **At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 1:**
Delete: in its entirety

- **At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2a:**
Delete: : The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC headquarters is: tpsgc.pareceptiondessaoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca. or, if applicable, the email address identified in the bid solicitation.
Insert: The only acceptable email address to use with CPC Connect for responses to bid solicitation issued by NRCan is: procurement-appvisionnement@NRCan-RNCan.gc.ca

- **At 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2b:**
Delete: “six business days”
Insert: “five business days”

- **At 20, Further information, article 2b:**
Delete: in its entirety

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

Delete: 60 days
Insert: 180 days



2.2 Submission of Bids

Bidders must submit all proposals using the Canada Post Canada (CPC) Connect service. Given the current constraints on NRCan's networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation.

Bids must be submitted no later than the date and time indicated on page 1 of the bid solicitation.

Only bids submitted using CPC Connect service will be accepted.

At least five (5) business days before the bid solicitation closing date, it is necessary for the Bidder to send an email requesting to open CPC Connect conversation to the following address:

procurement-aprovisionnement@NRCan-RNCan.gc.ca

Note 1: Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open CPC Connect conversation, as detailed in the Standard Instructions [2003 \(article 08, paragraph 2\)](#), or to send bids through CPC Connect message if the bidder is using its own licensing agreement for CPC Connect.

Note 2: Send as early as possible in order to ensure a response, Requests to open a CPC Connect conversation received after that time may not be answered.

IMPORTANT: It is requested that you write the bid solicitation number in "Subject" of the email:

[NRCan-5000078618-Techno-Economic study-180558](#)

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the bid is submitted correctly using CPC Connect service. Not complying with the 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.

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

2.3 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 FPS, 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: 2019-01](#) 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly



marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 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.

2.6 Improvement of Requirement During Solicitation Period

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

2.7 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 reasons: as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#)

1. Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:
 - 4.1 To generate knowledge and information for public dissemination.

2.8 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- The Bidder must submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately saved documents as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

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 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

- 3.1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Appendix 2.

3.1.2 Exchange Rate Fluctuation

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



Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

In section IV of their bid, the Bidders should include:

- a) 1st page of the RFP signed, with their legal name;
- b) The name of the contact person (provide also this person's mailing address, phone numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.



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.

4.2 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 44 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 63 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	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		84.18	73.15	77.70
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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 – Required Documentation

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 Contractor must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

All applicants, regardless of their status under the policy, must have the following information at the time to participate in a procurement process:

- Suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners;
- Suppliers that are a partnership do not need to provide a list of names.

Supplier’s Legal Name: _____

OR

Name of each member of the joint venture:

Member 1: _____

Member 2: _____



Member 3: _____

Member 4: _____

Organizational Structure:

- corporate entity (shareholders) - provide the names of the current Board of directors
- privately owned corporation - provide a list of the owner's names
- sole proprietor - provide a list of the owner's names

LIST OF NAMES

LAST NAME	FIRST NAME	TITLE

5.2.2 Indigenous Designation

Who is eligible?

An Indigenous business can be:

- a band as defined by the Indian Act
- a sole proprietorship
- a limited company
- a co-operative
- a partnership
- a not-for-profit organization

in which Indigenous persons have at least 51% ownership and control.

An Indigenous business can also be a joint venture consisting of 2 or more Indigenous businesses or an Indigenous business and a non-Indigenous business, provided that the Indigenous business or businesses have at least 51% ownership and control of the joint venture.

In instances where 1 or more Indigenous businesses, as defined under the rules of PSIB, are involved in a contract with 1 or more non-Indigenous businesses or individual contractors, 33% of the total monetary value of the work contracted for must be performed by Indigenous businesses.

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

- Our Company is NOT an Indigenous Firm
- Our Company is an Indigenous Firm, as identified above.



5.2.3 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" list available at the bottom of the page of the [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.

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.4.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

5.2.4.3 Former Public servant

<p>Former Public Servants</p> <p>See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".</p>	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p>
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p>

SIGNATURE for CERTIFICATION

The Contractor certifies having read and understood the information included in the present document and acknowledges receipt.

Name

Date

Signature of Authorized Representative



PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this procurement.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Optional Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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](#) (2022-12-01), General Conditions - Medium Complexity – Professional Services, apply to and form part of the Contract.

- If 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 and form part of this contract:

[4007](#) (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2025 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

Name: Steve Verner
Title: Senior Procurement Officer
Organization: Natural Resources Canada
Address: 580 Booth Street, Ottawa, ON K1A 0E4
Telephone: 343-543-6090
E-mail address: steve.verner@nrcan-rncan.gc.ca

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

7.5.2 Project Authority

Name: _____ (to be filled out at contract award)
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
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.

7.5.3 Contractor's Representative

Name: _____ (to be filled out at contract award)
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
E-mail address: _____

7.6 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: 2019-01](#) of the Treasury Board Secretariat of Canada.



7.7 Payment

7.7.1 Basis of Payment - Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ _____ (*insert the amount at contract award*). Customs duties are included, and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. (*will be completed at contract award*) Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment

Monthly Payment

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

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

7.7.5 Time Verification

SACC *Manual* clause [C0711C](#) (2008-05-12), Time verification



7.8 Invoicing Instructions

Invoices shall be submitted using **the following method**:

E-mail:

Invoicing-Facturation@nrcan-rncan.gc.ca

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

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the Contract number: _____ (to be filled out at contract award)

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

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

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

7.11 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](#) (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions [2010B](#) (2022-12-01), Medium Complexity – Professional Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on _____" **or** ", as amended on _____" *and insert date(s) of clarification(s) or amendment(s) including its Inuit Benefits Plan. (if applicable).*

7.12 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)



7.13 Insurance - No Specific Requirement

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.

7.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX A - STATEMENT OF WORK

SW.1.0 TITLE

Techno-Economic Assessments of mineral processing and metallurgical process flowsheets.

SW.2.0 BACKGROUND

The Government of Canada has developed a list of 31 minerals considered critical for the sustainable economic success of Canada and our allies. Canada can leverage its mining and processing expertise and world-leading environmental, social and governance credentials, and become the global supplier of choice for clean and advanced technologies. To transition from promising mineral deposits to marketable products, investment in fundamental research and development (R&D) is needed to address the complex technological challenges around the extraction, processing and production of critical metals, and to better understand the global market for these key commodities.

CanmetMINING is a federal government laboratory within Natural Resources Canada (NRCan), with many years of experience conducting minerals processing R&D in collaboration with the Canadian mining industry and academia. Through the Critical Minerals Research, Development and Demonstration Program (CMRDD), CanmetMINING is undertaking a significant effort in critical minerals R&D in mineral characterization, mineral processing, hydrometallurgy and pyrometallurgy. By advancing science, developing new and sustainable technological solutions, and building technical capacity in Canada, the program aims to advance Canadian critical minerals projects towards commercialization.

One tool commonly used in the mining industry to evaluate the economic viability of new technologies is Techno-Economic Assessment (TEA). When TEA is used during the R&D phase, the assessment can provide insights on the economic drivers of the processing technologies in development, which can then help guide the focus of further R&D studies. As CanmetMINING continues to develop new mineral and metallurgical processing technologies for critical minerals, the service of one Techno-Economic Assessment (TEA) Consultant to support the R&D activities by conducting economic evaluations of processing technologies and flowsheets is required.

SW.3.0 OBJECTIVES

The goal of this contract is to provide supports during the R&D phase of technology development through performing Techno-Economic Assessments of mineral processing and metallurgical process flowsheets. The TEA required would be classified as the AACE International Class 5 Estimates.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks, Deliverables, Milestones and Schedule

The Contractor will be performing Techno-Economic Assessments of mineral processing and metallurgical process flowsheets, corresponding to the AACE International Class 5 Estimates. Working with CanmetMINING researchers, the following tasks will need to be performed:

- 1) Discuss with NRCan researchers on the details and status of the processing technology-in-development, and the objectives of the TEA study.
- 2) Using the laboratory results and data provided by the researchers and supplementing with information in technical reports of other similar technologies/applications, and/or also using provisional estimates and assumptions based on the Contractor's experience, prepare the Process Design Criteria and Process Flow Diagram of the technology. Review the design criteria with the researchers to ensure agreement.
- 3) Through performing mass and energy balance and selecting process equipment, calculate the capital cost and operating cost for the process technology.



- 4) Based on the calculated costs, assess the major cost drivers in the process technology, i.e. which process parameters or equipment most significantly affect the capital and operating cost of the process. In addition, provide the researchers recommendations on improving the economics of the technology-in-development, and with supporting information on how the recommendations were derived.
- 5) Update the TEA as required when additional information is made available or improvements in the R&D is achieved.
- 6) Prepare a final report to summarize the TEA results and findings.

Deliverables:

Deliverable 1: An initial meeting within ten (10) working days of signing the contract, at the kick-off of each TEA study, and as required. The date and type (telephone, video-conference) will be decided jointly between NRCan and the Contractor.

Deliverable 2: Process Design Criteria and Process Flow Diagram. For each TEA study, the Contractor must provide one electronic copy of the document in Microsoft Excel format.

Deliverable 3: Techno-Economic Assessment study. For each TEA study, the Contractor must provide one electronic copy of the document, in Microsoft Excel format, that list the capital cost items and associated costs, and the total capital cost. The document should also list the operating cost items, and the total operating cost. Sufficient info should also be provided to indicate the major cost drivers of the process technology, and provide the researchers recommendations on improving the economics.

Deliverable 4: Final Report. For each TEA study, submission of the final report (in English), in Microsoft Word format, which summarizes the results and findings, including major cost drivers and recommendations on improving the economics.

Deliverable 5: All reports and data provided by NRCan during the preparation of the TEA studies must be returned at the completion of the contract.

Task	Description	Deliverable	Schedule
1	Initial Meeting	As per Deliverable 1 description above	Within 10 working days of Contract Award Date
2	Process Design Criteria and Process Flow Diagram	As per Deliverable 2 description above	Within 2 weeks of providing all relevant data for each TEA study
3	Techno-Economic Assessment	As per Deliverable 3 description above	Within 4 weeks of providing all relevant data for each TEA study
4	Final report	As per Deliverable 4 description above	Within 6 weeks of providing all relevant data for each TEA study
5	Return of reports and data	As per Deliverable 5 description above	Completion of the Contract.



SW.4.2 Reporting Requirements

It is the responsibility of the Contractor to ensure that the Contract requirements are met and that deliverables are submitted on time; and the TEA studies are of an acceptable quality as accordance to AACE International Class 5 Estimate. The Contractor shall provide regular progress updates to the Project Authority and/or NRCan researchers, and shall be available to meet and discuss TEA outcomes and to answer questions as required, through email communications or meetings. Informal exchanges on the project and related topics are welcome and encouraged at any time during the life of this project.

SW.4.3 Method and Source of Acceptance

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

SW.4.4 Specifications and Standards

The reports, and any related documents, shall be delivered in an electronic format compatible with Microsoft Word and Excel. Portable Document Format (PDF) or other formats that cannot be manipulated will not be accepted.

The deliverables shall be prepared in English.

All deliverables resulting from this Contract are to be marked “© Copyright Company’s Name, 2024 (2025): the Crown is licensed to copy, distribute, and use for any non-commercial purpose”. All deliverables and data resulting from this Contract are owned by and the property of under the property of Natural Resources

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor’s Obligations

In addition to the obligations outlined in Section 4 of this Statement of Work, the Contractor shall:

- return all materials belonging to NRCan upon completion of the Contract;
- submit all written reports in electronic Microsoft Office Word or Excel format;
- attend meeting with project authority and/or NRCan researchers , as necessary;

In satisfying the requirements of this agreement, the Recipient is encouraged to comply with the provisions and intent of the NRCan Scientific Integrity Policy (SIP) and to discharge its contractual obligations in support of research, science, or related activities in a manner consistent with all relevant NRCan SIP provisions. For more information on the Scientific Integrity Policy, please visit the NRCan website at:

<https://www.nrcan.gc.ca/scientific-integrity/21665#a20>

Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © His Majesty the King in right of Canada (year) or © Sa Majesté le Roi du chef du Canada (année).

SW.5.2 NRCan’s Obligations

As required to perform the contract work and at the discretion of the NRCan Project Authority, NRCan will endeavour to provide Contractor personnel with:

- access to publications, reports, studies, etc.
- access to a staff member who will be available to coordinate activities, and provide other assistance or support as required



- provide comments on the outcome of each TEA study within five (5 working days)

Natural Resources Canada is committed to making our Department more inclusive for everyone and fostering an equitable workplace culture that values diversity and creates an environment that is welcoming and rewarding for all. We encourage the businesses that work with us to reflect these values. More information can be found at: <https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html>

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

The work is expected to be completed in the Contractor's place of business, and on specific tailings site selected for use case study. NRCan will not reimburse the contractor for any travel expenses or disbursements.



ANNEX B - BASIS OF PAYMENT

(Will 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 bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

For the purpose of this evaluation, all time experience will be measured in full months. Start and end date must be included. For example: if the experience is from Dec.1, to April 15, we will only count 4 months.

NOTE: NRCan reserves the right to contact the client reference in order to validate all information provided in the proposal.

Criterion ID	Mandatory Technical Criteria	Proposal Page #	Compliant (Yes/No)
M1	<p>The Bidder MUST propose a resource with at least four (4) years experience performing Techno-Economic Assessment (TEA) studies for mineral processing and metallurgical processes within ten (10) years from the bid solicitation closing date.</p> <p>The bidder MUST provide the resource's CV, which demonstrates the required experience of the resource proposed. The bidder SHOULD clearly indicate the relevant areas in the resource's CV.</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No
M2	<p>The proposed resource MUST have a valid professional engineering license.</p> <p>A copy of the valid professional engineering license MUST be provided as an appendix to the proposal.</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No



<p>M3</p>	<p>The Bidder MUST clearly demonstrate that the proposed resource has completed five (5) different projects for which they have performed Techno-Economic Assessment (TEA) studies for mineral processing and metallurgical processes, within ten (10) years from the bid solicitation closing date.</p> <p>In order to demonstrate that the resource possesses the required experience, the bidder SHOULD provide the following information:</p> <ol style="list-style-type: none"> 1. Name of the TEA studies completed. 2. Project summary of the TEA studies completed. 3. TEA start and completion dates (month and year). 4. Client contact name, phone and email (references*) <p>* References may be contacted to confirm the information provided. NOTE: A Techno-Economic Assessment (TEA) study is an AACE International Class 5 Estimate, and must include all of the steps from the developing of the process design criteria to the calculation costs and the identification of the cost drivers, as outlined in SW 4.1</p>		<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
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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	Points Breakdown	Max Points	Proposal Page #
<p>R1</p>	<p>RESOURCE'S EXPERIENCES</p> <p>The Bidder SHOULD submit five (5) project summaries demonstrating that proposed resource has completed the TEA studies in any of the following 4 critical minerals: lithium, nickel, REE and graphite, within ten (10) years from the bid solicitation closing date.</p> <p>To support their response NRCan requests that the bidder provides the following information for each of the five (5) projects submitted. Projects</p>	<p>8 points per project related to at least one critical mineral.</p>	<p>40</p>	



	<p>can be repeated between criteria M3 and R1.</p> <ol style="list-style-type: none"> 1. Project name 2. Project start and completion dates (month and year) 3. Client contact name, phone and email (references*) <p>* References may be contacted to confirm the information provided.</p>			
R2	<p>RECENTLY COMPLETED PROJECT</p> <p>In addition to R1, the bidder SHOULD clearly demonstrate that the project has been recently completed.</p>	<p>Maximum of 4 points per project to be awarded as follow:</p> <p>less than 36 months from the bid solicitation closing date: 4 points</p> <p>Greater than or equal to 36 months, but less than 60 months from the bid solicitation closing date: 3 points</p> <p>Greater than or equal to 60 months, but less than 84 months from the bid solicitation closing date: 2 points</p> <p>Greater than or equal to 84 months, but less than 120 months from the bid solicitation closing date: 1 point</p>	20	
CORPORATE CRITERION				
R3	<p>The Bidders should demonstrate the following corporate activities they have implemented to promote anti-racism and diversity within their organisation:</p> <ol style="list-style-type: none"> a. The bidder has internally published policies or commitments on anti-racism and inclusiveness; b. The bidder has publicly available organisational commitments to a diverse workforce; c. The bidder's employees are mandated to take mandatory training on anti-racism d. The bidder's employees are mandated to take unconscious bias training; e. The bidder has developed internal staffing and/or recruitment strategy(ies) to 	<p>Maximum 3 points to be awarded as follows:</p> <p>3 pts - Bidder has demonstrated at least the existence of 4 out of 5 activities.</p> <p>2 pts – Bidder has demonstrated at least 2 of the 5 activities.</p> <p>1 pts – Bidder has demonstrated at least 1 of the 5 activities.</p> <p>0 pts = the bidder does not address.</p>	3 points	



	<p>increase representation of underrepresented groups in their workforce.</p> <p>The bidder should provide details of the following activities.</p> <p>For activities described in a. and b. (policy and commitments), the bidder should provide copies of policy or commitment documents including their effective date.</p> <p>For activities described in c. and d. (training), the bidder should provide the name of the course and the service provider; if developed internally, a copy of the course outline.</p> <p>For activities described in e. (staffing), the bidder should provide copies of job posting, or other staffing/recruitment documents demonstrating compliance with the rated criteria.</p>			
Total Technical Points:			63	
Total Points Needed to be Considered Compliant (70%)			44	



APPENDIX 2 - FINANCIAL BID PRESENTATION SHEET

FIRM HOURLY RATE – Limitation of Expenditure

1. Fees

The all-inclusive firm hourly rate for the completion of this project is in Canadian funds and does not include applicable taxes.

A	B	C	D (BxC)
CATEGORY OF PERSONNEL	FIRM HOURLY RATE **	NUMBER OF HOURS REQUIRED *	TOTAL ESTIMATE COSTS (Applicable Taxes Excluded)
TEA Consultant Contract awarded date – March 31 st , 2025	\$ _____	500 hrs	\$ _____
OPTIONAL SERVICES			
TEA Consultant April 1 st , 2025 – March 31 st , 2026	\$ _____	500 hrs	\$ _____
TEA Consultant April 1 st , 2026 – March 31 st , 2027	\$ _____	500 hrs	\$ _____
TEA Consultant April 1 st , 2027 – March 31 st , 2028	\$ _____	500 hrs	\$ _____
TEA Consultant April 1 st , 2028 – March 31 st , 2029	\$ _____	500 hrs	\$ _____
TOTAL TENDERED PRICE FOR FINANCIAL PROPOSAL EVALUATION:			\$ _____

* Level of effort presented herein is used for evaluation purposes only and it is not a commitment by Canada. Any estimated level of effort specified in the Pricing Details detailed above is provided for financial proposal evaluation purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee nor as a commitment by NRCan to respect those estimated in any resulting contract.

** For any errors in the calculation, the hourly rate schedule will be upheld.