



**Return Bids to :**

**Retourner Les Soumissions à :**

Natural Resources Canada - Ressources  
naturelles Canada  
Bid Receiving Unit - Mailroom  
Unité de réception des soumissions, Salle du  
courrier  
588 rue Booth Street  
Ottawa, Ontario  
K1A 0E4

**Request for Proposal (RFP)  
Demande de proposition (DDP)**

*The Bidder offers to provide to Canada the goods,  
services or both listed in the bid solicitation in  
accordance with the conditions set out in the bid  
solicitation and at the prices set out in the bid.*

*This bid solicitation is issued in accordance with the  
conditions of Supply Arrangement No. .  
Only suppliers who are pre-qualified and have been  
issued a supply arrangement at the time this bid  
solicitation is issued are eligible to bid.*

*Le soumissionnaire offre de fournir au Canada les biens,  
services ou les deux énumérés dans la demande de  
soumissions aux conditions prévues dans la demande de  
soumissions et aux prix indiqués dans la soumission.*

*Cette demande de soumissions est émise conformément  
aux conditions de l'arrangement en matière  
d'approvisionnement numéro . Seuls  
les fournisseurs qui sont pré-qualifiés et auxquels un  
arrangement en matière d'approvisionnement a été émis  
au moment où cette demande de soumissions est émise  
peuvent présenter une soumission.*

**Comments - Commentaires**

**Issuing Office - Bureau de distribution**

Finance and Procurement Management  
Branch  
Natural Resources Canada  
580 Booth Street, 5th Floor  
Ottawa, Ontario  
K1A 0E4

Title - Sujet <b>Reduction and gas off gas analysis Tests for detailed investigation of the reducibility of KWG Material.</b>	
Solicitation No. - No de l'invitation <b>NRCan-5000025323</b>	Date 16 August 2016
Client Reference No. - N° de reference du client 134124	
Requisition Reference No. - N° de la demande 5000025323	
Solicitation Closes - L'invitation prend fin <b>at - à 02:00 PM EST on - le 31 August 2016</b>	
Address Enquiries to: - Adresse toutes questions à: <b>Serge Tshimanga</b>	Buyer ID - Id de l'acheteur
Telephone No. - No de telephone <b>(343) 292-8374</b>	Fax No. - No. de Fax <b>(613) 997-5477</b>
If marked "X" please see the box to the left <input checked="" type="checkbox"/> Acknowledgement copy required <i>S'il ya un "X" ici, s.v.p. voir la boîte à la gauche</i> <b>Accusé de réception requis</b>	
Destination - of Goods, Services and Construction: Destination - des biens, services et construction:	
Security - Sécurité	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No.:- No. de téléphone: Facsimile No.:- No. de télécopieur:	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature _____	Date _____



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, 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, the Basis of Payment and any other annexes.

### **1.2 Summary**

By means of the RFP, NRCan is seeking proposals from bidders to perform a series of reduction and smelting tests involving chromite ores from the Ring of Fire area, to provide products/materials formed at specific experimental conditions on an as and when requested basis.

### **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>) issued by Public Works and Government Services Canada.

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

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

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

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### 2.2 Submission of Bids

It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

Natural Resources Canada  
Bid Receiving Unit - Mailroom  
588 Booth Street, Room 108  
Ottawa, Ontario K1A 0Y7  
Attention: **Serge Tshimanga**

It is requested that the Bidder’s name, return address, Request for Proposal Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder’s proposal. Failure to do so may result in bids being misdirected. **NRCan will not assume responsibility for proposals directed to any other location.**



The onus is on the Bidder to ensure that the proposal is delivered to the location above. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

2.2.1 Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail 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 **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 ten (10) 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 (3 hard copies and 1 electronic copy on CD, DVD or usb key)

Section II: Financial Bid (1 hard copy). Separate document.

Section III: Certifications (1 hard copy).

If there is a discrepancy between the wording of the electronic copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must 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) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **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.



**The technical proposal must not exceed fifteen (15) pages.** CVs, full project descriptions and any other supporting materials should be appended. If the technical proposal (work description) exceeds the maximum number of pages, only the first fifteen (15) pages will be considered at the proposal evaluation stage.

#### **Financial Bid**

Bidders must submit their financial bid in accordance with the section 3 of ANNEX “1” to PART 4.

#### **Certifications**

Bidders must submit the certifications required under Part 5.



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in ANNEX "1" to PART 4.

### **4.2 Basis of Selection**

#### **Lowest Price Per Point**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
2. Bids not meeting (a) or (b) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.





## **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**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-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 - List of Names**

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.

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 societies, firms or partnerships do not need to provide lists of names.

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

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

#### **5.2.3.1 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.

#### **5.2.3.2 Rate or Price Certification**

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

#### **5.2.3.3 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.

#### **5.2.3.4 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.

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.

#### **5.2.3.4 Aboriginal Designation**

An Aboriginal business, which can be:

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

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

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

This is to confirm:

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

---

Signature of Authorized Representative

---

Date



## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

Not applicable.



## 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 Requirement

The Contractor must perform the Work in accordance with the Statement of Work at Annex "\_\_\_\_" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

**2010B** (2016-04-04), General Conditions - Professional Services - Medium Complexity, apply to and form part of the Contract.

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

#### 7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

##### 7.2.2.1 Dispute Resolution

###### *Mediation*

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

###### *Arbitration*

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

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



*Meaning of "Dispute"*

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

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

**7.3 Security Requirements**

There is no security requirement applicable to this Contract.

**7.4 Term of Contract**

**7.4.1 Period of the Contract**

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive.

**7.5 Authorities**

**7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

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

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

**7.5.2 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.

### 7.5.3 Contractor's Representative

### 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

### 7.7 Payment

#### 7.7.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$\_\_\_\_\_. Applicable Taxes are extra.

#### 7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ 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 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 7.7.3 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.

**7.8 Invoicing Instructions**

Invoices shall be submitted using one of the following methods:

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

**7.9 Certifications**

**7.9.1 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.

**7.10 Applicable Laws**

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

**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 general conditions 2010B (2016-04-04) - Professional Services - Medium Complexity;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

#### **7.12 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.

#### **7.13 Contract Administration**

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



## ANNEX “A” STATEMENT OF WORK

### Background:

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

Chromium represents an opportunity for Canada to enter an emerging and globally strategic market. The main application of chromium is in the stainless steel industry which is a vital to modern industry. A Ring of Fire deposit in northern Ontario is the only commercial quantities of chromite in North America and the fourth deposits in the world. However, the location of these deposits makes mining of this deposits quite challenging. Moreover, processing of chromite ore to marketable ferrochromium alloy is the other restriction for this development in Ontario due to expensive local electricity.

Natural Resources Canada has been directed through Budget 2015 to undertake a significant effort to support the development of Rare Earth Elements and chromite in order to maximize Canadian value and benefits from these deposits. As such, we conducted an exploratory level assessment of the full reduction technology as it applies to the processing of Ring of Fire chromite ores in year 1. The results of these studies were used to design the research plan for year 2. The initial screening provided a better understanding of the catalytic behaviour of different additives and a more detailed investigation is required to identify the optimum reduction conditions.

### Objective:

To perform a series of reduction and smelting tests involving chromite ores from the Ring of Fire area, to provide products/materials formed at specific experimental conditions. The results will serve as detailed assessment of various technologies and to optimize the reduction parameters as well as developing an understanding of different reduction stages. The products formed as requested will be used in detailed characterization studies.

### Work to be performed:

The reduction tests will be performed on chromite ores or concentrates mixed with various amounts of a reductant and a catalyst. The types and proportions of the chromite ore/concentrate, reductant and catalyst will be specified for each test.

The contractor will mix the ore/concentrate, reductant and catalyst for each test according to the specified proportions and experimental conditions for that test. The contractor may be asked to undertake additional sample preparation in the form of grinding and sieving the supplied materials. The tests will be performed in a completely sealed furnace and under Ar atmosphere. Test results and samples will be delivered to NRCan at specified time intervals usually within 1 or 2 weeks. Test conditions cannot be changed without obtaining written permission from NRCan.

### Task 1. Sample preparation:

1.1. Grind and sieve the ore/concentrate samples and reductants to the particle size ranges provided for each test. This is an optional sub-task.



1.2. Mix the sample (ore/concentrate) with reductant and catalysts as per the mass proportions indicated for each experiment.

### **Task 2. Reduction tests:**

The Reduction tests will be performed under an inert atmosphere using a high temperature tube furnace coupled to a gas analyzer. The by-products of the tests which are CO gas and some solid particulate from the reactants will be collected in two buffer bottles right after the gas outlet. The outlet tubing as well as the furnace tube must be cleaned after each experiment to prevent the clogging during experiments. The contractor must make sure that the furnace is completely sealed during the experiment (O<sub>2</sub> reading of the analyzer must be reported as an indicator for the O<sub>2</sub> levels in the furnace during the experiment). At the end of the experiments, products representative of the experiments will be obtained after quick cooling of the sample with min cooling rate of 30 °C/min. Quenching the samples in the cold region of the furnace flushed by high flow rate of Ar (2L/min) is recommended. Alternate quenching methodologies will be considered.

The total number of tests during the contract period will vary from 25 to 75 with the guaranteed minimum being **25** tests. There is no guarantee for the total number of tests. The experimental conditions and the type and quantity of the reactants will be determined by NRCan. In case of accidental failure in some test(s), repetition of the test(s) will be performed at the contractor's expense.

### **Task 3. Reporting:**

Deliverables include the following:

(1) Products representative of the crucible experiments. In cases where the sample sintered onto the crucible, the crucible with sample should be provided to NRCan for further characterization.

(2)

(3) Test results include raw gas analysis data provided in a digital format that are readable by Excel. Proper labelling of data columns is required.

(2) Brief reports outlining the details of the methodology, Quality Assurance/QualityControl protocols employed and observations.

### **Deliverables:**

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

**Deliverable 2:** Additional meetings (telephone) may be required to discuss the expected experimental objectives and requirements.

**Deliverable 3:** Brief reports outlining the methodology and QA/QC procedures employed, data files (Excel or text files) and products representative of the crucible experiments for each call against the Task Authorization contract.

### **Schedule:**



The deliverable 3 must be submitted to NRCan at specified dates usually after two weeks of receiving the samples by the contractor. This will be determined after each call against the standing offer contract. Products representative of the crucible experiments must be shipped to NRCan along with the experimental details and data files. The details of the delivery schedule will be discussed during the initial meeting as per Deliverable 1.

<b>Task</b>	<b>Dates</b>
Initial Meeting(deliverable #1)	Within 5 working days of Contract Award Date (CAD).
The meeting (provisional) before sending each set of experiments (if needed)	5 days before sending the new set of samples for test
Brief Reports and products from crucible experiments (deliverable #2)	As specified for each call against the standing offer contract



**ANNEX "B" BASIS OF PAYMENT**

**Professional Fees:**

The proposed firm all-inclusive price per test, in Canadian funds, GST/HST excluded, is  
\$\_\_\_\_\_.

Firm all-inclusive price per test	Estimated number of test	Total estimated cost
\$		\$



**ANNEX “1” to PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

*The technical proposal (work description) must not exceed fifteen (15) pages. CVs, full project descriptions and any other supporting materials should be appended. If the technical proposal (work description) exceeds the maximum number of pages, only the first fifteen (15) pages will be considered at the proposal evaluation stage.*

**1. MANDATORY TECHNICAL CRITERIA**

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

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

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

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	<p><b>Work plan</b></p> <p>The bidder must provide a proposal including a detailed work plan that should include at least the following:</p> <ol style="list-style-type: none"> <li>1) <u>Introduction</u>: understanding of the project and the Ring of Fire chromite issues.</li> <li>2) <u>Approach and methods</u>: demonstrating an approach that will lead to the successful completion of the project.</li> <li>3) <u>Detailed Plan</u> - information on the work to be performed including: <ul style="list-style-type: none"> <li>- Complete description of the activities to be carried out;</li> <li>- Contingencies for mitigating risks to ensure deliverables are completed on time.</li> <li>- List of equipment to be used.</li> </ul> </li> </ol> <p><u>Proposed resources</u>: names and respective roles.</p>		
M2	<p><b>Bidders Experience in Reduction and Smelting Tests</b></p> <p>Bidder must provide at least one project example related to previous work of a similar nature completed within the past 10 years. The project example should contain the following:</p> <ul style="list-style-type: none"> <li>➤ Brief Description;</li> <li>➤ Time Period (e.g. October 2012 to July 2016);</li> <li>➤ Client name and point of contact info for each project (for validation purposes only).</li> </ul>		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M3	<p><b>Bidders Proposed Resources</b></p> <p>At least one proposed resource must have a minimum 5 years of experience conducting similar pyrometallurgy test work within the last ten (10) years. Copy of the curriculum vitae (CV) to be provided.</p>		

## 2. POINT RATED TECHNICAL CRITERIA

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan's assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Requirement.	Rated requirement	Scoring method for evaluation criteria	Max. points	Demonst
R1	Bidders experience in reduction and smelting tests.	2 points per year.	20	
R2	Bidders proposed resources qualifications	<ul style="list-style-type: none"> <li>- Bachelor degree level (1 point)</li> <li>- Master degree level (2.5 points)</li> <li>- Doctoral degree level (5 points)</li> </ul> <p><i>Note: this is cumulative (ex.: 2 resources with Masters equals 5 points)</i></p>	10	
R3	Bidders Proposed Resource Experience related to pyrometallurgy test work.	2 points per year over the minimum required in O3 above.	20	
R4	<p><b>Approach and Methods</b></p> <p>The bidders approach and methods should include:</p> <p>Item 1) a complete description of the activities to be carried out including as minimum furnace test, gas analysis and quenching.</p> <p>Item 2) Measures to be employed for ensuring the product and data quality.</p> <p>Item 3) Identification of potential project challenges and a risk mitigation plan for ensuring deliverables are met on time.</p>	<ul style="list-style-type: none"> <li>- none of the requested items are addressed (0 points)</li> <li>- only one (1) item addressed (5 points)</li> <li>- only two (2) items addressed (15 points)</li> <li>- all three (3) items addressed (25 points)</li> </ul>	25	
O5	<p><b>Equipment (Bonus)</b></p> <p>Bidder with high temperature furnace (&gt;1300C), which is tight seal and coupled with a gas analyzer.</p>	<ul style="list-style-type: none"> <li>- 2 points for each extra furnace and 5 points for each extra piece of gas analyzer up to 10 points for any combination (ex.: 2 extra piece of gas analyser would give the total 10 points);</li> <li>- 5 points mitigation plan in case of equipment failure.</li> </ul>	15	
<b>Total</b>			<b>90</b>	





**3. FINANCIAL PROPOSAL**

Bidders must provide financial details as requested in this Annex. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

**Financial proposal must provide a firm all-inclusive price per test. Please note that a test included sections 1.3 and 1.6 of the Statement of Work.**

Bidder tendered firm all-inclusive price per test, in Canadian funds, GST/HST excluded	\$ _____.
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