



Return Bids to :

Retourner Les Soumissions à :
Natural Resources Canada

Bid Receiving Unit – Mailroom
588 Both St (Loading Dock Access)
Room 1-107A
Ottawa, ON K1A 0Y7

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

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

Comments – Commentaires

Issuing Office – Bureau de distribution

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

Title – Sujet Ring of Fire ferrochrome slag quality and by-product potential.	
Solicitation No. – No de l'invitation NRCAN- 5000047369	Date
Requisition Reference No. - N° de la demande 154667	
Solicitation Closes – L'invitation prend fin at – 02:00 PM (Eastern Daylight Savings Time (EDT)) on – September 06, 2019	
Address Enquiries to: - Adresse toutes questions à: Name : Abbas Khokhar E-mail : abbas.khokhar@canada.ca	
Telephone No. – No de telephone 343-292-8319	Fax No. – No. de Fax
Destination – of Goods and Services: Destination – des biens et services: Natural Resources Canada 555 Booth ST Ottawa, ON K1A 0G1	
Security – Sécurité There is no security requirements associated with this requirement.	
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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The Articles contains in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

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



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment.

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

1.2 Summary

- 1.2.1 By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders, as outlined in the Statement of Work, to carry out an assessment of the potential viability of Ring of Fire ferrochrome slag as a commercial by-product. The findings will be placed in the context of ferrochrome slag quality from around the world, with emphasis on the ferrochrome slag produced in Tornio, Finland and standard materials currently in use by the construction industry of Canada.

Task 1: Slag preparation

Task 2: Slag characterization

Task 3: Chemical stability of slag samples

Task 4: Slag and leaching residue toxicity

Task 5: Evaluate slag and leaching residue as a construction material

Task 6: Slag quality assessment

The estimated period of the contract is from the date of Contract Award to March 30, 2020.

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



1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8: Delete entirely**
- **Under Subsection 2 of Section 20:** Not applicable

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

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

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

Bid Receiving Unit – Mailroom
588 Both St (Loading Dock Access)
Room 1-107A
Ottawa, ON K1A 0Y7
Attn: Abbas Khokhar

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.



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 five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Basis for Canada's Ownership of Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy OR 1 softcopy USB/CD)

Section II: Financial Bid (1 hard copy OR 1 softcopy USB/CD) in a separate file and document

Section III: Certifications (1 hard copy OR 1 softcopy USB/CD)

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

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

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

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

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.

Section I: Technical Bid

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

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

Section II: Financial Bid



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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in **Appendix "A" – Evaluation Criteria**.

4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in **Appendix "A" – Evaluation Criteria Article 2 Financial**.

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 Seventy (70) points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of hundred (100) points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be sixty (60)% for the technical merit and forty (40)% 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 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



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

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



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

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

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

Name of Bidder: _____

OR



Name of each member of the joint venture:

Member 1: _____
 Member 2: _____
 Member 3: _____
 Member 4: _____

Identification of the administrators/owners:

SURNAME	NAME	TITLE

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be



performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.4 Education and Experience

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

5.2.5 Former Public Servant

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

Definitions

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

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

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

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



Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

Professional fees	Amount
_____	_____
_____	_____

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

5.2.6 Aboriginal Designation

Who is eligible?



a) An Aboriginal business, which can be:

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

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

OR

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

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

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

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

The Bidder certifies having read and understood the information above and acknowledges receipt.

Signature of Authorized Representative

Date _____



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this requirement.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

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

7.3 Dispute Resolution

Mediation

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

Arbitration

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



hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

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

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

7.4 Security Requirements

7.4.1 There is no security requirement applicable to this Contract.

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract to March 30, 2020 inclusive

7.6 Comprehensive Land Claims Agreements (CLCAs) – Not Applicable

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Abbas Khokhar**
Title: Procurement Officer
Organization: Natural Resources Canada
Address: 580 Booth Street
Ottawa, ON K1A 0E4
Telephone: 343-292-7009
E-mail address: abbas.khokhar@canada.ca

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

7.7.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:



Name:
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.

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

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

7.8 Proactive Disclosure of Contracts with Former Public Servants

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

7.9 Payment

7.9.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost of \$ _____ (amount inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

7.9.2 Method of Payment

Milestone Payments

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



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

7.10 Invoicing Instructions

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

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

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers: Contract number: _____ **(To be inserted at Contract Award)**

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

7.11 Certifications

7.11.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.12 Applicable Laws

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

7.13 Priority of Documents



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

- (a) the Articles of Agreement;
- (b) 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information
- (c) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____,

7.14 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

OR

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

7.15 Insurance

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

7.16 Contract Administration

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



ANNEX “A” - STATEMENT OF WORK

Title: Ring of Fire ferrochrome slag quality and by-product potential

Background

As part of Canada’s Green Mining Initiative, NRCan is investigating measures that maximize both the sustainability and profitability of ferrochrome production, while mitigating negative environmental impacts. The best practices set by other ferrochrome-producing nations have demonstrated the potential for a circular economy approach. This approach commercializes the slag by-products of ferrochrome production, thereby reducing costs and waste sent to landfill, as well as mitigating the release of harmful compounds to the environment. It has been reported that the properties of ferrochrome slag make it more suitable as a construction material than natural stone, especially in cold, wet climates comparable to Canada. Therefore, the creation of an alternative non-virgin raw material with improved properties has the potential to not only reduce the costs and environmental impact of ferrochrome production, but other industries as well.

NRCan commissioned XPS Consulting and Testwork Services to carry out two pilot smelting campaigns of Ring of Fire chromite using a 300 kW pilot DC arc furnace. The campaigns generated dusts and slags during open-bath smelting of Black Thor chromite with varying feed blends and feed-rates. The slag was tapped from the DC arc furnace at the end of the tests and solidified either by: (a) slow cooling in refractory-lined ladles, or (b) granulation by water quenching. Additional detail concerning the slags from these pilot-test campaigns are provided in Table 1.

Table 1. Slag collection and cooling conditions from XPS pilot smelting campaigns

Campaign	Test	Ore blend	Feed rate	Mass collected	Solidification
1	1	Full blend	51 kg/hr	90 g	
1	3	Coarse fraction	56 kg/hr	453 g	
1	4	Coarse fraction	80 kg/hr	703 g	
1	5	Low flux	52 kg/hr	153 g	
2	1	Full blend	42 kg/hr	419 g	Furnace dip
2	1&2	Full blend	59 kg/hr	309.5 kg	
2	1&2	Full blend	59 kg/hr	90.2 kg	Granulated
2	1&2	Full blend	59 kg/hr	23.8 kg	Ladle cooled
2	3	Full blend	31 kg/hr	193 g	Furnace dip
2	3	Full blend	31 kg/hr	163 kg	
2	3	Full blend	31 kg/hr	8.6 kg	Granulated
2	3	Full blend	31 kg/hr	22 kg	Ladle cooled

The realization of the potential financial and environmental benefits of ferrochrome slag reutilization is primarily dependent on the slag quality as compared to current primary industrial materials and to current environmental best practices.

Objectives

The overarching objective of this project is to carry out an assessment of the potential viability of Ring of Fire ferrochrome slag as a commercial by-product. The findings will be placed in the context of



ferrochrome slag quality from around the world, with emphasis on the ferrochrome slag produced in Tornio, Finland and standard materials currently in use by the construction industry of Canada.

Projects Requirements

The bidders are required to provide a scope of work in support of their proposed work plan and methodology. The methodology should include the amount of material needed for each test. In the case of limited material, proposals should include ideas how to scale tests, if necessary. The scope of work will involve at a minimum the following tasks:

Task 1: Slag preparation

Slag samples from NRCan's pilot-scale smelting tests will be provided to the successful bidder. The bidder will first establish the particle size distribution of the samples. If more than 5 wt% of the sample has a particle size over 10 mm, the oversized fraction will be crushed in a manner that precludes contamination. The results of the particle size analysis (before and after any necessary crushing) will be reported.

Task 2: Slag characterization

Each slag sample should be analyzed for its bulk chemical composition (Standard SS-EN 15309:2007). In addition, the mineralogy of the samples should be identified by powder X-ray diffraction.

Representative portions of slag from each test should be mounted as polished sections. Scanning electron microscopy of the polished sections should be used to provide representative photomicrographs of the slag-forming phases. Identification of the major and minor phases along with their relative abundances and major-element composition should be included in the reports.

Task 3: Chemical stability of slag samples

The chemical stability of each slag sample will be assessed following the International Chromium Development Association (ICDA) protocol. This involves up-flow percolation chemical leaching experiments (European Standard SS-EN 14405:2017).

In addition, a standard toxicity characteristic leaching procedure (TCLP) should be performed on the slag samples.

The report should include pH and electrical conductivity measurements of the effluent from the leaching tests, along with the effluent compositions. The bulk composition of the solid residue from the leaching tests should also be determined. Mass balance checks should be reported as part of the results.

Task 4: Slag and leaching residue toxicity

Following Task 3, the Cr(VI) content of the raw slag samples, the solid residue of each of the leaching tests, and the corresponding effluents should be measured. This should be done via alkaline digestion followed by ion chromatography with spectrophotometric detection (Standard SS-EN 15192:2006).

Task 5: Evaluate slag and leaching residue as a construction material

The slag samples as well as the solid residues from Task 3 should be characterized in terms of their potential suitability as a construction material. This characterization should include the following properties: thermal insulating capacity, load-bearing capacity (strength), firmness (resistance to deformation), melting temperature, hygroscopicity, and density. Bidders will be evaluated based on their knowledge and experience with standard slag testing techniques.



Task 6: Slag quality assessment

The results of Tasks 1 – 4 should be compared to existing data for slags from operational smelting facilities internationally. In addition, the results of the Task 3 and Task 4 will be evaluated in the context of waste criteria for inert, non-hazardous, and hazardous waste (e.g., European Landfill Directive for Europe, U.S. Environmental Protection Agency standards, and Canadian waste standards).

The results of Task 5 should be evaluated to the properties of various ferrochrome slags currently available on the market internationally. In addition, the slag properties should be compared to the properties of materials currently used by the construction and civil engineering applications in Canada (e.g., cement, aggregate, and other relevant identified materials).

Taken together, the results of this task should be used to evaluate ferrochrome slag's viability as a construction material in Canadian markets.

Deliverables:

Deliverable 1: An initial meeting within five (5) working days 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 contractor. The objective of the meeting is to discuss the proposal, to clarify the schedule and refine/finalize the work plan.

Deliverable 2: Revised work plan within 3 working days of Deliverable 1.

Deliverable 3: Progress Report - The Contractor must provide a progress report that provides a summary of tests completed, discussion of the results, issues encountered, and proposed solutions. The time frame of the progress reports are to be decided upon Deliverable 2.

Deliverable 4: All produced materials including the remaining slag samples, test products, and thin sections are to be returned to NRCan.

Deliverable 5: All data tables and analysis are to be provided in digital form.

Deliverable 6: Draft reports summarizing the results of each task as they are completed.

Deliverable 7: Final Report: Submission of a report (in English) and data files (preferably as Excel files) at the end of the project. The final report must address all changes/comments on the draft report(s) provided by NRCan.

Deliverable 8: Presentation of the major study results during the year-end technical workshop. Time and place to be determined later.

Reporting Requirements

Contractor will provide by email bi-weekly updates on the progress.

Method and Source of Acceptance

All deliverables 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.

OTHER TERMS AND CONDITIONS OF THE SOW

Contractor's Obligations

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

1. keep all documents and proprietary information confidential;



2. return all materials belonging to NRCan upon completion of the Contract;
3. submit all written reports in hard copy and electronic Microsoft Office Word or Corel WordPerfect format;
4. attend meeting with stakeholders, if necessary;
5. participate in teleconferences, as needed;
6. attend meetings at NRCan sites, if required; and/or,
7. maintain all documentation and products in a secure area.

NRCan's Obligations

NRCan will provide comments on draft reports within five (5 working days) and/or, provide other assistance or support.

Location of Work, Work Site and Delivery Point

Work is expected to be completed at Contractor's place of business.

Language of Work

All reports and correspondence will be made in English.



ANNEX "B" - BASIS OF PAYMENT (to be completed at contract award)



APPENDIX “A” - EVALUATION CRITERIA

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

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

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

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

1. TECHNICAL CRITERIA

1.1 MANDATORY EVALUATION CRITERIA

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

No.	Mandatory requirement	Proposal Page #	Pass/Fail
M1	<p>General description of the work to be performed</p> <p>The bidder must provide a proposal including a detailed work plan for fulfilling the mandate, specifically describing the work to be done to meet the requirements and a full description of how all deliverables described in this Statement of Work will be met. The work plan must include:</p> <ul style="list-style-type: none"> - <u>Introduction</u> - that demonstrates the bidder understands the Ring of Fire chromite issues, the NRCan program for chromite R&D, specific project requirements, and potential challenges and risks associated with the current project. - <u>Detailed Work Plan</u> - information on the work to be performed, including a complete description of the approach, methodology, equipment, activities to be carried out in relation to each task, resources to be used, and contingencies for mitigating risks to ensure deliverables are completed on time. 		



	<p>- <u>Task Framework</u> - a table showing the breakdown of work including the number of hours allowed on each task, delivery dates of each deliverable and the resource name.</p> <p><u>Proposal length</u> - The technical proposal (work description) must not exceed twenty (20) pages. If the technical proposal exceeds the maximum number of pages, only the first twenty (20) pages will be considered at the proposal evaluation stage. (Note, CV's are not part of this total, see M3)</p>		
M2	<p>Bidders Company Experience</p> <p>Bidder must provide at least two project examples related to previous work of a similar nature, involving advanced characterization and material testing studies completed within the past 10 years. The bidder must have experience in slag preparations, characterization, leaching experiments, chemical and mechanical properties characterization, and review of international protocols and policies.</p> <p>Bidder has to demonstrate that they possess the knowledge and desired experience by having already performed this type of activity. The project example should contain the following:</p> <ul style="list-style-type: none"> ➤ Project Description ➤ Time Period (e.g. October 2012 to September 2016); <p>Client name and point of contact info (for validation purposes only);</p>		
M3	<p>Bidders Proposed Resources</p> <p>Bidder must demonstrate that they have the proper facilities and equipment to perform the proposed work (i.e. slag preparation and handling facilities; chemical laboratories; appropriate analytical equipment) and that the project manager and/or the principal investigator must have experience in conducting studies similar to the proposed work (i.e. slag quality and leaching tests; mechanical properties of construction materials).</p> <p>All experience requirements must have been acquired within the last ten (10) years. The bidder may propose more than one resource but at a minimum, main resources must have experience in each field.</p> <ul style="list-style-type: none"> • List of equipment and description of the facility • Copies of the curriculum vitae (CV) – not part of the 20 pages total. 		



1.2 Point 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 for each rated criterion to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:

Minimum pass rate: 70 points out of a total of 100 possible points. Proposals that have not obtained this minimum score will not be considered for the contract.

No	Rated requirement	Scoring method for evaluation criteria	Max. points	Demonstrated compliance by bidder
RC1	<p>Resources Qualifications The proposal should demonstrate that the bidder has the appropriate facility and equipment to conduct the proposed work and that the proposed resources have knowledge and experience directly related to the project requirements. (CV of resources including the list of projects completed)</p> <ul style="list-style-type: none"> • Facilities and consultants experience: team experience (two main resources – e.g. project manager, principal investigator) in conducting slag preparations and detailed material characterization with satisfactory client feedback (14 points) • team experience in conducting lab-based slag quality testing analysis (13 points) 	<p>14 points for team experience in conducting slag preparations and detailed material characterization with satisfactory client feedback</p> <ul style="list-style-type: none"> - 0 = less than 1 years experience and/or unsatisfactory client feedback - 3 = 1-2 years - 5 = 3-5 years - 7 = 6-7 years - 10 = 8-9 years - 14 = 10 years and more <p>13 points for the team experience in evaluating slag quality testing</p> <ul style="list-style-type: none"> - 0 = less than 1 years experience and/or unsatisfactory client feedback - 3 = 1-2 years - 5 = 3-5 years 	40	



	<ul style="list-style-type: none"> team experience in characterizing mechanical properties of rock/slag as a construction material (13 points) 	<ul style="list-style-type: none"> 7 = 6-7 years 9 = 8-9 years 13 = 10 years and more <p>13 points for the team experience in evaluating mechanical properties of rock/slag as a construction material</p> <ul style="list-style-type: none"> 0 = less than 1 years experience and/or unsatisfactory client feedback 3 = 1-2 years 5 = 3-5 years 7 = 6-7 years 9 = 8-9 years 13 = 10 years and more 		
<p>RC2</p>	<p>Approach and Method</p> <p>The bidder must present a method clearly demonstrating an approach that will lead to the successful completion of the project.</p> <p>The proposal will be evaluated based on the following factors:</p> <p>a) comprehension of the project needs and objectives (10 points);</p> <p>b) methodology and work plan (40 points) – includes contingencies for mitigating risks and ensuring deliverables are met on time.</p>	<p>a) 10 points for comprehension of the project needs and objectives</p> <p>0 = comprehension of the project needs and objectives and how the proposal addresses them poorly demonstrated.</p> <p>1-3 = comprehension of the project needs and objectives demonstrated, but little indication of how the proposal addresses needs.</p> <p>4 –10 = comprehension of the project needs and objectives clearly demonstrated, and excellent description of how the proposal addresses needs.</p> <p>b) 40 points for the research plan</p>	<p>50</p>	



		<p>0 – 1 = limited description of methodology and work plan; requirements not all addressed clearly.</p> <p>2 – 9 = basic description of methodology and work plan, but not all requirements addressed.</p> <p>10 – 29 = adequate description of methodology and work plan, with all requirements clearly addressed including some contingencies for risks and alternate routes forward.</p> <p>30 – 40 = comprehensive description of methodology and work plan, with all requirements clearly addressed including contingencies for risks and a robust alternate route forward.</p>		
RC3	<p>Task Framework</p> <p>The bidder must submit a clear, logical and well organized table indicating:</p> <ul style="list-style-type: none"> ➤ tasks; ➤ proposed resources; ➤ milestones; ➤ schedule 	<p>10 points for the task framework</p> <p>0 – 2 = table is not well organized and/or does not contain all required information</p> <p>3 – 6 = table is well organized and clearly shows all required information</p> <p>7 – 10 = table is well organized, clearly shows all required information and demonstrates a realistic means of achieving deliverables.</p>	10	
	Bidder must obtain 70 point out of 100 to be considered		100	

2. FINANCIAL CRITERIA

2.1 MANDATORY FINANCIAL CRITERIA

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



2.1.1 FUNDING LIMITATION

The maximum funding available for the Contract resulting from the bid solicitation is **\$100,000.00** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

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

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

2.1.2 COST BREAKDOWN

It is mandatory to present a cost breakdown to support the Financial Proposal (Appendix "B" - Financial Proposal Form).



APPENDIX “B” – FINANCIAL PROPOSAL FORM

1. FIRM PRICE - Milestone Payments

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

The bidder must complete the schedule below indicating the firm proposed amounts for each step according to the indicated percentages

Milestone #	Description of Milestone	Milestone Firm Price (applicable taxes excluded)
1	Deliverables 1 & 2 - 10%	\$ _____
2	Deliverables 3 to 6 - 50%	\$ _____
3	Deliverables 7 - 38%	\$ _____
4	Deliverables 8 - 2%	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____