



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 INTRODUCTION.....4

1.2 SUMMARY4

1.3 DEBRIEFINGS.....4

PART 2 - BIDDER INSTRUCTIONS 5

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS5

2.2 SUBMISSION OF BIDS.....5

2.3 ENQUIRIES - BID SOLICITATION.....6

2.4 APPLICABLE LAWS.....6

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD6

2.6 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY6

PART 3 - BID PREPARATION INSTRUCTIONS..... 7

3.1 BID PREPARATION INSTRUCTIONS7

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 8

4.1 EVALUATION PROCEDURE.....8

4.2 BASIS OF SELECTION.....8

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 10

PART 6 - SECURITY REQUIREMENTS..... 15

6.1 SECURITY REQUIREMENTS15

THERE ARE NO SECURITY REQUIREMENTS ASSOCIATED WITH THIS REQUIREMENT.15

PART 7 - RESULTING CONTRACT CLAUSES 16

7.1 STATEMENT OF WORK.....16

7.2 STANDARD CLAUSES AND CONDITIONS.....16

7.3 DISPUTE RESOLUTION.....16

7.4 SECURITY REQUIREMENTS17

7.5 TERM OF CONTRACT17

7.6 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs) – NOT APPLICABLE.....17

7.7 AUTHORITIES17

7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS18

7.9 PAYMENT18

7.10 INVOICING INSTRUCTIONS18

7.11 CERTIFICATIONS19

7.12 APPLICABLE LAWS.....19

7.13 PRIORITY OF DOCUMENTS19

7.14 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR)19

7.15 INSURANCE19

7.16 CONTRACT ADMINISTRATION20

ANNEX “A” - STATEMENT OF WORK..... 21

ANNEX “B” - BASIS OF PAYMENT (TO BE COMPLETED AT CONTRACT AWARD)..... 24

APPENDIX “A” - EVALUATION CRITERIA 25

APPENDIX “B” – FINANCIAL PROPOSAL FORM 32



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 for building on the knowledge of flux-assisted DRC (direct reduction of chromite) processes, the main objective of this project is to evaluate the development potential of DRC processes as a pre-reduction technology. The outcomes of this project will include (1) knowledge leading to further assessing the potential applicability of the flux-aided DRC process as a pre-reduction technology at industrial scales like the Premus technology, (2) optimum DRC product characteristics as a feed to electric arc furnaces, and (3) serving the broader needs of NRCan's Chromite R&D initiative in identifying innovative and clean technology options for producing marketable ferrochrome alloys from the Ring of Fire chromite ores.

Task 1. Review of pre-reduction processes
Task 2. Experimental and characterization studies
Task 3. Process flow sheets and techno-economic analysis

- 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

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 Procedure

- (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 31, 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>E-mail:</p> <p>nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted</p>
OR



Fax:

Local NCR region: **613-947-0987**

Toll-free: **1-877-947-0987**

Note: Use highest quality settings available.

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) the general conditions **2035** (2018-06-21), General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) 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

Evaluation of Direct Reduction of Chromite (DRC) process as a pre-reduction technology

Background

Under NRCan's chromite R&D initiative and in response to the need for new alternate technologies with lower energy requirements and reduced greenhouse gas emissions in the production of ferrochrome, NRCan has carried out systematic experimental studies using various fluxes. The studies indicated that ferrochrome can be produced at much lower temperatures than required by the conventional electric arc furnaces. This is defined as the direct reduction of chromite (DRC) process using a solid carbon reductant and a flux without melting or reduction in electric arc furnaces. The DRC process achieves high degrees of Cr metallization (85 to greater than 94%) through the use of NaOH, CaCl₂ or a metallurgical waste as the flux or catalyst (Yu and Paktunc 2018a,b^{1,2}; Paktunc et al. 2018a,b^{3,4}; Sokhanvaran et al. 2018⁵). The reduction rates are at least 3 times greater than the rate with no-flux. In the case of CaCl₂-assisted DRC, the ore/concentrate is mixed with solid reductant and CaCl₂ in the proportion of 100:22:30 and reduced for about 2 hours at 1300 °C. An efficient DRC process would restrict metallization to occur on solid reductant particles. Alloy particle growth is therefore controlled by the reductant particle size and porosity. This minimizes the formation of fine alloy particles within chromite, facilitating subsequent alloy separation.

One of the scaling-up studies commissioned to Kingston Process Metallurgy reviewed a range of industrial furnaces used in direct reduction of iron and pre-reduction processes developed for chromite. The study culminated with the identification of two reactor types that are potentially applicable for the DRC process. These are rotary kiln and rotating hearth furnaces. The rotary kiln process involves a travelling grate furnace ahead of the kiln to pre-heat and harden the pellets. In the rotating hearth furnace process, the green pellets are fed directly to the furnace. The computational fluid dynamics (CFD) modelling of the rotary kiln and rotating hearth furnaces incorporated a common kinetic reactions mechanism developed specifically for CaCl₂-assisted direct reduction of a Ring of Fire chromite ore. The study concluded that a rotary kiln is theoretically capable of achieving the target Cr metallization of 90% after about 2.4 h of reduction with the following assumptions: a 80-m long rotary kiln with a 4.25 m diameter, rotating at 0.7 rpm using a 53MW natural gas burner capable of processing 40 t/h of feed blend, using 15 mm diameter pellets entering the kiln at 900 °C with an exit dam height of 0.6 m. In the case of the rotating hearth furnace, the product quality predicted was just under 80% Cr metallization after 3 hours of reduction. This was using a furnace with a 60-m hearth diameter and a 7.6-m hearth width, capable of processing 10 t/h green pellets fed to the furnace as 2-layer stacks. When the number of pellet layers on the hearth is expanded to 8 layers to increase the feed rate to 38 t/h, convective transport of heat within the bed is diminished, resulting in a severe decrease in the degree of metallization (i.e. below 30% Cr metallization).

Objectives

Building on the knowledge of flux-assisted DRC processes, the main objective of this project is to evaluate the development potential of DRC processes as a pre-reduction technology.

The outcomes of this project will include (1) knowledge leading to further assessing the potential applicability of the flux-aided DRC process as a pre-reduction technology at industrial scales like the Premus technology, (2) optimum DRC product characteristics as a feed to electric arc furnaces, and (3)



servicing the broader needs of NRCan's Chromite R&D initiative in identifying innovative and clean technology options for producing marketable ferrochrome alloys from the Ring of Fire chromite ores.

Project Requirements

The bidders are required to provide a scope of work in support of their proposed work plan and methodology. The proposed scope of work will involve the following tasks.

Task 1. Review of pre-reduction processes

Literature on DRC and pre-reduction processes including patents and unpublished NRCan data will be reviewed and critically evaluated. This includes electric arc furnace smelting technologies with front-end pre-reduction processes. The review will culminate with designing a plan in addressing the research needs for pre-reduction experiments.

Task 2. Experimental and characterization studies

The experimental plan from Task 1 will be executed and supplemented by thermodynamic modelling and characterization of run products to determine and optimize feed make-up, pellet characteristics (before and after pretreatment), degree of reduction, product quality/characteristics including degree and quality of metallization, furnace temperature, and reaction kinetics. The pellet characteristics will include size and strength needed for its integrity during processing at high temperatures in applicable furnaces. The studies will lead to determining the optimum pellet characteristics and process conditions.

All required material like reductants, fluxes and binders will be supplied by the contractor. The main flux/catalyst is CaCl_2 ; however, tests may be needed utilizing other fluxes such as NaOH and cryolite. The samples will be prepared by the contractor including grinding, sieving, mixing, pelletizing as needed. The pellets will likely to measure 7 to 15 mm across.

Portions of the run products will be preserved in a clean and air-conditioned room until they are shipped to NRCan.

Bidders will propose a detailed methodology including relevant apparatus to accomplish the study objectives. The proposed methodology will be used to assess bidders' knowledge, experience and comprehension of the study requirements. The methodology and feed characteristics will be finalized in consultation with the Project Authority and his team following the completion of Task 1.

Task 3. Process flow sheets and techno-economic analysis

Incorporating the study findings from Task 2, process flow sheets will be developed for pre-reduction processes including identification of potential furnaces. This task will consider reactor types and sizes, unit capacity, throughput, material types, characteristics and handling (both feed and products), and heat sources. In addition, other aspects such as off-gasses, particulates, wastes, and flux interactions with furnace design and elements, and limitations on the efficiency and kinetics of reduction reactions in large furnace conditions will need to be considered.

Following the development of process flow sheets, key cost drivers will be identified and a preliminary techno-economic analysis will be performed.

The successful bidder will be provided with unpublished data and other information on the DRC process relevant to pre-reduction.

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: Sub-samples of the feed materials.

Deliverable 4: Products from the experiments and data tables (in digital forms).

Deliverable 5: Meeting to decide on the experimental conditions and material types prior to Task 2.

Deliverable 6: Draft report(s) summarizing the findings.

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

Deliverable 8: Presentation of 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.

Insurance Requirements

It is the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract, and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Contractor at its own expense.

Any insurance secured is to the benefit and protection of the Contractor and shall not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provisions of this Contract.



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.



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
<p>M1</p>	<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.</p> <p>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. - <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><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>		
<p>M2</p>	<p>Bidders Company Experience</p> <p>The bidder must have experience in conducting high-temperature experiments, materials characterization, technology reviews and development of process flow diagrams that are similar in scope to the proposed work. The bidder must provide at least two project examples related to previous work of a similar nature, involving review of technologies, experimental and characterization studies, and detailed investigations on chromite/ferrochrome completed within the past 10 years.</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>		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M3	<p>Bidders Proposed Resources</p> <p>The bidder must demonstrate that they have the proper facilities and equipment to perform the proposed work (i.e. high-temperature experiments aimed at collecting representative run products, determining product quality and composition, and assessing the degree of reduction and metallization) and that the project manager and/or the principal investigator must have experience in conducting studies similar to the proposed work (e.g. high-temperature furnace experiments, technology reviews).</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 EVALUATION OF RATED CRITERIA

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required 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>RESOURCE QUALIFICATIONS</p> <p>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> <p>Facilities and consultants experience:</p>	<p>10 points for team experience in conducting ferrochrome-related pyrometallurgy and reduction experiments with satisfactory client feedback</p> <ul style="list-style-type: none"> - 0 = less than 2 years experience and/or unsatisfactory client feedback - 5 = 2-5 years - 7 = 6-8 years 	40	



	<ul style="list-style-type: none"> team experience (two main resources – e.g. project manager, principal investigator) in conducting ferrochrome-related pyrometallurgy and reduction experiments with satisfactory client feedback (10 points) team experience in conducting furnace experiments and materials characterization related to chromite/ferrochrome (10 points) team experience in performing technology reviews (10 points) team experience in developing process flow diagrams (5 points) 	<ul style="list-style-type: none"> 10 = 9 years or more <p>10 points for the team experience in conducting furnace experiments and materials characterization related to chromite/ferrochrome</p> <ul style="list-style-type: none"> 0 = less than 2 years experience and/or unsatisfactory client feedback 5 = 2-5 years 7 = 6-8 years 10 = 9 years or more <p>10 points for teams experience in performing technology reviews</p> <ul style="list-style-type: none"> 0 = less than 2 years experience and/or unsatisfactory client feedback 5 = 2-5 years 7 = 6-8 years 10 = 9 years or more <p>5 points for the team experience in developing process flow diagrams</p> <ul style="list-style-type: none"> 0 = less than 1 year experience and/or unsatisfactory client feedback 2 = 1-3 years 4 = 4-6 years 5 = 7 years and more <p>5 points for team and facility experience for conducting collaborative research and development work</p>		
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	<ul style="list-style-type: none"> team and facility experience for conducting collaborative research and development work (5 points) 	<ul style="list-style-type: none"> 0 = less than 1 year experience and/or unsatisfactory client feedback 2 = 1-3 years 4 = 4-6 years 5 = 7 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>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</p>	<p>50</p>	



		for risks and alternate routes forward. 30 – 40 = comprehensive description of methodology and work plan, with all requirements clearly addressed including contingencies for risks and a robust alternate route forward.		
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 (Delete if not applicable):

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:		\$ _____