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**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
1055 du P.E.P.S., PO BOX 10380
Quebec, QC G1V 4C7

Title – Sujet Flash Metallization Economic Assessment	
Solicitation No. – No de l’invitation NRCan- 500073365	Date June 13 2023
Requisition Reference No. - N° de la demande 177317	
Solicitation Closes – L’invitation prend fin at – à 02:00 PM (Eastern Daylight Time (EDT)) on – le 12 July 2023	
Address Enquiries to: - Adresse toutes questions à: Bianca Moore bianca.moore@nrcan-rncan.gc.ca	
Telephone No. – No de telephone 343-543-4785	
Destination – of Goods and Services: Destination – des biens et services: Natural Resources Canada 580 Booth St Ottawa On K1A 0E4	
Security – Sécurité There are 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: Email – Courriel :	
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 contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP.

Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, and any other annexes.

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals to complete an Association for the Advancement of Cost Engineering (AACE) Class 5 cost estimate for a 4 MMTPY steelmaking facility which utilizes CE-O's Flash Metallization technology to achieve iron ore reduction. This will include estimates of all capital and operating expenses as well as include similar analyses for conventional Direct Reduced Iron and Blast Furnace facilities of equivalent scale. These estimates will be provided in a report which also assesses the sensitivity of all three facilities to changing market conditions and determines the overall competitiveness of Flash Metallization steelmaking technology.

The requirement is subject to the provisions of the: World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCoLFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canadian Free Trade Agreement (CFTA), the Canada-Ukraine Free Trade Agreement (CUFTA) and the Canada-Korea Free Trade Agreement (CKFTA).].



The resulting contract will not include deliveries of services within locations within: “Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations: Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.

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 will be done in writing, by email.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- **In the complete text content (except Section 1 and 3) Delete:** Public Works and Government Services Canada” and **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**
- **Subsection 2 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: 180 days

2.2 Submission of Bids

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

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

Only bids submitted using CPC Connect service will be accepted.

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

procurement-appvisionnement@NRCan-RNCan.gc.ca



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

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

IMPORTANT: It is requested that you write the bid solicitation number in “Subject” of the email:
[NRCan-500073365](#)

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

The onus is on the Bidder to ensure that the bid is submitted correctly using CPC Connect service. Not complying with the instructions may result in NRCan’s inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

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

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

2.3 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a) name of former public servant;



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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Improvement of Requirement During Solicitation Period

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

2.7 Bid Challenge and Recourse Mechanisms



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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy) [in a separate file and document](#)

Section III: Certifications (1 electronic copy)

Section IV: Additional Information (1 electronic copy)

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

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 Pricing Schedule in Basis of Payment in Annex B.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Appendix 1 – Evaluation Criteria.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Mandatory financial evaluation criteria are included in Appendix 2 - Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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 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/Board of Directors:

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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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



5.2.3.2 Education and Experience

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

5.2.3.3 Former Public servant

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

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

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

SIGNATURE for CERTIFICATION

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

Signature of Authorized Representative Date

Name



PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this procurement.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2010B](#) (2022-12-01), General Conditions - Medium Complexity – Professional Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

The following clauses apply to and form part of this contract:

[4006](#) (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to April 31, 2024 Inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Bianca Moore

Title: Procurement Specialist



Natural Resources Canada (NRCan)
Procurement Services Unit
Address: 580 Booth Street, Ottawa, ON K1A 0E4
Telephone: 343-543-4785
E-mail address: bianca.moore@nrcan-rncan.gc.ca

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

7.5.2 Project Authority (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.

7.5.3 Contractor's Representative (to be filled out at contract award)

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

7.6 Payment

7.6.1 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 \$ _____ *insert the amount 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.

7.6.2 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.

7.7 Invoicing Instructions

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

E-mail:

Invoicing-Facturation@nrcan-rncan.gc.ca

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

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the Contract number: _____.

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

7.8 Certifications and Additional Information

7.8.1 Compliance

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



7.9 Applicable Laws

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

7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4006](#) (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions [2010B \(2022-12-01\)](#), General Conditions - Medium Complexity – Professional Services
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on _____ " *or* ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.11 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)

7.12 Insurance - No Specific Requirement

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

7.13 Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.



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



ANNEX “A” – STATEMENT OF WORK

SW.1.0 TITLE

Economic Assessment of Flash Metallization Steelmaking

SW.2.0 BACKGROUND

CanmetENERGY Ottawa (CE-O) has been developing process flowsheets which utilize Flash Metallization (FM) technology in place of conventional DRI shaft furnaces with the aim of producing a modified, high temperature, Direct Reduced Iron process which yields a castable, low-carbon molten steel product directly from the reduction furnace. CE-O is now looking to conduct an economic assessment on these flowsheets to determine the economic competitiveness of Flash Metallization technology as a potential route to lower emission intensities in steelmaking.

CE-O is looking for a 3rd party consultant to conduct the assessment on the flowsheet to determine approximate CAPEX and OPEX requirements for full scale implementation of this technology within a range of market conditions such as varying feedstock & product prices, price of electricity, price of fuel, etc. The purpose of this exercise is to determine the economic competitiveness of Flash Metallization technology in comparison to current steelmaking technologies, specifically Direct Reduced Iron and Blast Furnace routes.

SW.3.0 OBJECTIVES

The objective is to complete an Association for the Advancement of Cost Engineering (AACE) Class 5 cost estimate for a 4 MMTPY steelmaking facility which utilizes CE-O’s Flash Metallization technology to achieve iron ore reduction. This will include estimates of all capital and operating expenses as well as include similar analyses for conventional Direct Reduced Iron and Blast Furnace facilities of equivalent scale. These estimates will be provided in a report which also assesses the sensitivity of all three facilities to changing market conditions and determines the overall competitiveness of Flash Metallization steelmaking technology.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks, Deliverables, Milestones and Schedule

Tasks/Activities	Deliverables	Time Schedule	Constraints
Project Initiation Report	Provide, for CE-O’s review and approval, a Scope of Work document detailing in high level the analyses	Within 20 business days of contract	If a Scope of Work documents was provided with the original bid package, the contractor must still update the



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	which will be done, the reporting format that will be used, the project schedule, and a list of resources and contact information.	being awarded. (1 month)	document to ensure the schedule accurately reflects the date the contract was awarded and resubmit the document in its entirety.
Project Status Report	Provide, for CE-O's review and approval, a status report outlining the capital and operating expenditure estimates of the Flash Metallization steelmaking facility.	Within 100 business days of contract being awarded. (5 months)	
Project Summary Report	Provide, for CE-O's review, a summary report outlining all cost estimates and case studies as well as detailed accounting of all assumptions made in the analyses.	Within 200 business days of contract being awarded. (10 months)	

SW.4.2 Reporting Requirements

All reporting requirements are detailed in the section SW.4.1, above. Three reports will be provided by the contractor, the first detailing the scope of work and project schedule, the second will be to confirm that the cost estimates around the Flash Metallization technology are appropriate and in keeping with the provided process flowsheet and the third will be a summary report of all cost estimates for all three types of facilities and the results of the case studies performed in the analysis.

In addition to this, the contractor will be asked to provide, at minimum, monthly status updates in the form of virtual meetings or conference calls, to ensure the project is on track and that the contractor has all necessary information needed to maintain the approved project schedule.

SW.4.3 Method and Source of Acceptance

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



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

SW.4.4 Specifications and Standards

All cost estimates will be done in accordance to the Association for Advancement of Cost Engineering (AACE) guidelines for class 5 cost estimates.

Reports will be submitted by email to the project authority in PDF format, as well as having one (1) paper copy printed and delivered by mail or courier service to the project authority. Any supplemental data, appendices, spreadsheets or other electronic documents that are too large to be emailed or printed in a suitable format shall be provided on a disk or flash drive and shall be delivered along with the paper copy of the accompanying report by mail or courier service.

SW.4.5 Technical, Operational and Organizational Environment

All work is to be completed by the contractor at the worksite of their choosing. Site visits to CanmetENERGY Ottawa may be scheduled at the contractors discretion but will require 1 business day prior notification to coordinate security clearance for visitors who are Canadian citizens and 10 business days for international visitors (including US visitors).

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

1. Conduct a Class 5 economic assessment (-50% to +100% accuracy) on the provided Flash Metallization Steelmaking process flowsheet, including providing a detailed summary of all CAPEX and OPEX estimates, and any additional assumptions or inputs used in the assessment. This must be done in accordance with the guidelines set out by the Association for Advancement of Cost Engineering (AACE).
2. Provide comparative case studies with varying model inputs to determine overall economic performance of CE-O's Flash Metallization flowsheet compared to that of commercially available routes (DRI-EAF & BF-BOF) at equivalent production scales.
3. Provide analysis and summary on impact to economic performance for all three routes (FM, DRI-EAF and BF-BOF) with varying model inputs, including:
 - a. Cost of primary feedstocks
 - b. Cost of electricity
 - c. Cost of natural gas (and coal for BF-BOF route)
 - d. Cost of CO₂ emissions



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- e. Selling price of final products
- 4. Attend all project update meetings.
- 5. Keep all documents and proprietary information confidential.

SW.5.2 NRCan's Obligations

- 1. Provide completed mass and energy balances of the Flash Metallization Steelmaking process flowsheet as well as all relevant FactSage inputs and outputs around the Flash Metallizer unit itself.
- 2. Provide any specific design details or specifications needed to complete the CAPEX and OPEX estimates for the balance of the flowsheet.

SW.5.4 Location of Work, Work Site and Delivery Point

This work will be completed at the contractor's place of business or at an alternate location of the contractor's choosing.

SW.5.5 Language of Work

All reports will be submitted in English.

SW.5.7 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.

SW.6.0 REQUIRED RESOURCES OR TYPES OF ROLES TO BE PERFORMED

Finally, the contractor must also demonstrate that they have access to or personally curate their own database of industrial equipment costs and that they are equipped with the information and resources needed to perform the work in the specified timeframe.

The contractor must demonstrate that they are directly capable of supplying the primary resource(s) for all tasks completed, only qualified contractors who are capable of performing the work themselves will be considered. If a contractor needs to outsource the work mid-contract they would need to provide written justification that is subject to approval, any additional expenses incurred are the responsibility of the contractor.



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SW.7.0 APPLICABLE DOCUMENTS AND GLOSSARY

SW.7.1 Applicable Documents

Process flowsheets will be provided at the time of Contract Award.



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APPENDIX 1 - EVALUATION CRITERIA

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

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

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

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

1. Technical Criteria

1.1 Mandatory Evaluation Criteria

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

Criterion ID	Mandatory Criteria	Proposal Page #	Met/ Not Met
M1	The bidder must demonstrate having previously performed at least two (2) AACE Class 5 cost estimates for facilities of comparable complexity and scale in the past five (5) years, period starting April 1 st , 2018 and ending April 1 st 2023.		
M2	The bidder must provide a resume(s) of the proposed resource(s) who will oversee the project activities as well as the resumes of any additional pertinent team member(s).		



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APPENDIX 2 - FINANCIAL BID PRESENTATION SHEET

Firm Price Contract with Milestone

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	Firm Price (Applicable Taxes Excluded)
1	Project Initiation Report	\$ _____
2	Project Status Report	\$ _____
3	Project Summary Report	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____