



**Return Bids to :**

**Retourner Les Soumissions à :**

Natural Resources Canada – Ressources naturelles Canada  
Bid Receiving Unit – Mailroom  
Unité de réception des soumissions, Salle du courrier  
588 rue Booth Street  
Ottawa, Ontario  
K1A 0E4  
Attention: **Valerie Holmes**

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

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

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

**Comments – Commentaires**

**If you are submitting a proposal using a courier service, please ensure you clearly indicate the RFP Number, Closing Date and Closing Time on the front of the courier envelope.**

**Issuing Office – Bureau de distribution**

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

<b>Title – Sujet</b> <b>Density, compressional- and shear-wave velocity measurements on rock samples from the New Afton mine, British Columbia</b>	
<b>Solicitation No. – No de l'invitation</b> <b>NRCan- 5000026696</b>	<b>Date</b> 31 October 2016
<b>Client Reference No. - N° de reference du client</b> 135678	
<b>Requisition Reference No. - N° de la demande</b> 5000026696	
<b>Solicitation Closes – L'invitation prend fin</b> <b>at – à 02:00 PM EST</b> <b>on – le 12 December 2016</b>	
<b>Address Enquiries to: - Adresse toutes questions à:</b> <b>Valerie Holmes</b> <a href="mailto:Valerie.holmes@canada.ca">Valerie.holmes@canada.ca</a>	<b>Buyer ID – Id de l'acheteur</b> AB4
<b>Telephone No. – No de telephone</b> (343) 292-8371	<b>Fax No. – No. de Fax</b> (613) 947-5477
<i>If marked "X" please see the box to the left required</i> <i>S'il y a un "X" ici, s.v.p. voir la boîte à la gauche</i> <input checked="" type="checkbox"/> <b>Acknowledgement copy</b> <b>Accusé de réception requis</b>	
<b>Destination – of Goods, Services and Construction:</b> <b>Destination – des biens, services et construction:</b>  Natural Resources Canada 930 Carling Avenue (CEF, Building 5) Ottawa, Ontario K1A 0Y3	
<b>Security – Sécurité</b>  There is no security requirement Il n'y a aucune exigence de sécurité	
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>    <b>Telephone No.:- No. de téléphone:</b> <b>Facsimile No.:- No. de télécopieur:</b> <b>Email :- Courriel :</b>	
<b>Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b> <b>(taper ou écrire en caractères d'imprimerie)</b>   <div style="display: flex; justify-content: space-between;"><div>_____ Signature</div><div>_____ Date</div></div>	



Table of Contents

<b>PART 1 – GENERAL INFORMATION .....</b>	<b>4</b>
1. Introduction .....	4
2. Summary .....	4
2.1 Security Requirement .....	4
2.2 Trade Agreements.....	4
3. Debriefings .....	5
<b>PART 2 – BIDDER INSTRUCTIONS.....</b>	<b>6</b>
1. Standard Instructions, Clauses and Conditions.....	6
2. Submission of Bids .....	6
3. Enquiries - Bid Solicitation .....	7
4. Applicable Laws.....	7
5. Improvement of Requirement During Solicitation Period.....	7
6. Basis for Canada's Ownership of Intellectual Property.....	7
<b>PART 3 – BID PREPARATION INSTRUCTIONS .....</b>	<b>8</b>
1. Bid Preparation Instructions .....	8
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>11</b>
1. Evaluation Procedures .....	11
1.1 Mandatory Technical Evaluation.....	11
2. Basis of Selection.....	11
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>12</b>
1. Certifications Required with the Bid .....	12
1.1 Declaration of Convicted Offences .....	12
2. Certifications Precedent to Contract Award and Additional Information .....	12
2.1 Integrity Provisions – List of Names .....	12
3. Additional Certifications Precedent to Contract Award .....	13
3.1 Status and Availability of Resources .....	13
3.2 Rate or Price Certification .....	14
3.3 Education and Experience .....	14
3.4 Former Public Servant .....	14
3.5 Aboriginal Designation .....	15
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS .....</b>	<b>17</b>
1. Security Requirements .....	17
2. Insurance Requirements .....	17
<b>PART 7 - RESULTING CONTRACT CLAUSES.....</b>	<b>18</b>
1. Statement of Work.....	18
2. Standard Clauses and Conditions.....	18
2.1 General Conditions.....	18
2.2 Supplemental General Conditions .....	18
3. Security Requirements .....	19
4. Term of Contract .....	19
4.1 Period of the Contract.....	19
5. Authorities.....	19
5.1 Contracting Authority.....	19
5.2 Project Authority .....	19
5.3 Contractor's Representative .....	20



---

6.	Proactive Disclosure of Contracts with Former Public Servants .....	20
7.	Payment .....	20
7.1	Basis of Payment – Firm Price, Firm Unit Price(S) or Firm Lot Price(s) .....	20
7.2	Method of Payment .....	20
8.	Invoicing Instructions .....	21
9.	Certifications .....	21
9.1	Compliance.....	21
10.	Applicable Laws.....	21
11.	Priority of Documents .....	21
12.	Foreign Nationals (Canadian Contractor OR Foreign Contractor) .....	22
13.	Insurance .....	22
14.	Contract Administration.....	22
<b>ANNEX “A” – STATEMENT OF WORK .....</b>		<b>23</b>
SW1	Title.....	23
SW2	BACKGROUND .....	23
SW3	OBJECTIVE .....	23
SW4	DETAILED TECHNICAL TASKS .....	23
SW4.1	Tasks.....	23
SW4.2	Deliverables.....	24
SW5	SCHEDULE.....	24
<b>ANNEX “B” – BASIS OF PAYMENT .....</b>		<b>25</b>



## PART 1 – GENERAL INFORMATION

### 1. Introduction

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

**Part 1 General Information:** provides a general description of the requirement;

**Part 2 Bidder Instructions:** provides the instructions, clauses and conditions applicable to the bid solicitation;

**Part 3 Bid Preparation Instructions:** provides bidders with instructions on how to prepare their bid;

**Part 4 Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

**Part 5 Certifications:** includes the certifications to be provided;

**Part 6 Security, Financial and Other Requirements:** includes specific requirements that must be addressed by bidders; and

**Part 7 Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

**Annex “A”** - the Statement of Work

**Annex “B”** - the Basis of Payment

and any other annexes.

### 2. Summary

By means of the RFP, NRCan is seeking proposals from Bidders to provide all of the necessary facilities, equipment, materials, competent and experienced crew to conduct density, compressional-wave (Vp), and Shear-wave (Vs) seismic velocity on the rocks samples that will be provided by Natural Resources Canada. Vp and Vs measurements will be done under confined pressure ranging from 10 MPa to 200 MPa

#### 2.1 Security Requirement

There is no security requirements associated with this requirement and any resulting contract.

#### 2.2 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-Chile Trade Agreement, the Canada-Colombia Trade Agreement, the Canada-Panama Trade Agreement, the Canada-Peru Trade Agreement the Canada-Honduras Free Trade Agreement and Agreement on Internal Trade (AIT)



### **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

### 1. Standard Instructions, Clauses and Conditions

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

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

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

#### **In the complete text content (except Section 1 – Integrity Provisions – Bid):**

DELETE: Public Works and Government Services Canada (PWGSC)

INSERT: Natural Resources Canada (NRCan)

#### **In Section 2 – Procurement Business Number:**

DELETE: “Suppliers are required to”

INSERT: “It is suggested that suppliers”

#### **In Section 5.4 – Submission of Bids:**

DELETE: sixty (60) days

INSERT: one hundred and twenty (120) days

#### **In Section 8.1 – Transmission by Facsimile:**

DELETE: 819-997-9776

INSERT: 613-992-2920

#### **In Section 20.2 – Further Information:**

DELETE: in its entirety

### 2. Submission of Bids

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

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

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.

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

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** 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.

### **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.

### **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 seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **6. Basis for Canada's Ownership of Intellectual Property**

Natural Resources Canada has determined that there will not be any Intellectual Property produced under any resulting Contract.



## PART 3 – BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

NRCan will accept your bids in one of the following formats:

#### HARD COPY:

**Section I:** Technical Bid – 4 copies (1 original, 3 copies)

**Section II:** Financial Bid - 1 copy, **under separate cover**. Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not to be repeated in any other section of the bid.

**Section III:** Certifications – 1 copy

Natural Resources Canada encourages the use of recycled paper and **two-sided printing**. Reduction in the size of documents will contribute to Natural Resources Canada's sustainable development initiatives and reduce waste.

OR:

In support of the Policy on Green Procurement, it is requested that bidders provide their bid as follows:

#### ELECTRONIC STORAGE MEDIA:

Since NRCan is working towards a greener environment by eliminating all hard copy file folders, we prefer to have all bids on a CD/DVD or USB. If you wish to submit in this format, please provide the following:

**Section I:** Technical Bid – 4 copies (1 original, 3 copies)

**NOTE:** 1 CD/DVD/USB will contain: 1 Technical, sole Financial Bid, Certifications and signed first page (Original)  
3 CD/DVD/USB will contain: just the Technical Bid

**Section II:** Financial Bid - 1 copy (included with original Technical Bid).

**Section III:** Certifications – 1 copy (included with original Technical Bid and sole Financial Bid)

**Note:** NRCan will accept either Hard copy or Electronic Storage Media submitted bids. However, it is NRCan's preference that you submit using Electronic Storage Media in order to adhere to our green initiative.

**NOTE: WHEN SUBMITTING A BID TO THIS SOLICITATION AND YOU USE A COURIER SERVICE, YOU ARE ADVISED TO WRITE THE BID SOLICITATION NUMBER, CLOSING DATE AND TIME ON THE FRONT OF THE COURIER PACKAGE; NOT JUST ON THE ENVELOPES WITHIN THE COURIER PACKAGE IN ORDER TO AVOID ANY UNCERTAINTY FROM OUR BID RECEIPT UNIT WHEN RECEIVING BIDS WITHOUT ANY INDICATION WHAT THEY ARE FOR.**

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a proposal in response to this RFP.





To assist Canada in reaching its objectives, bidders are encouraged to:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. 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.
- iii. use a numbering system that corresponds to the bid solicitation.

## **1. 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 must demonstrate their capability and describe their approach in a thorough, concise and clear manner for successfully carrying out the work as described in the Annex “A” – Statement of Work”.

Bidders must respond to government bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid or contract documents, and submit bids and enter into contracts only if they will fulfill all obligations of the contract.

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 and may result in a loss of points. 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.

It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Bidder must provide sufficient details in its proposal to substantiate compliance with what is required; all professional experience must be fully documented and substantiated in the proposal(s).

In the event of a proposal submitted through contractual joint venture, the proposal shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. (All members of the joint venture shall be jointly and severally or solidarily liable for the performance of any resulting contract awarded as a result of a joint venture.)

## **2. Page 1 of the RFP Document**

It is mandatory that all bidders sign their submitted proposal. It is requested that all bidders complete, sign and date Page 1 of this RFP (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers and business contact) when submitting their proposal. As the signature indicates a clear acceptance of the terms and conditions set out in the RFP, it is the Bidder's responsibility to ensure that the signatory has the authority within its organization to commit the Bidder by making such a contractual offer.



As per article 1 of Part 2, the Bidder hereby agrees, by submitting his/her proposal in response to this RFP, to all the instructions, terms, conditions and clauses detailed herein.

### **3. Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Annex "B"- Financial Proposal at the pre-determined rates provided. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing will be applied as the initial conversion factor for the specified currency.

Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada.

#### **3.1 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

### **4. Section III: Certifications**

Bidders must submit the certifications as per Part 5.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 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.

#### 1.1 Mandatory Technical Evaluation

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	The Bidder <b>MUST</b> provide technical details on the equipment to be used for the pressurized Vp and Vs measurements. More specifically, the Bidder <b>MUST</b> demonstrate that they are capable of making such measurements on samples provided at a maximum pressure of 200 MPa.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	The Bidder <b>MUST</b> have a minimum of three (3) years of experience in conducting Vp and Vs measurements	<input type="checkbox"/> Yes <input type="checkbox"/> No	

### 2. Basis of Selection

#### 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. 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.

### 1. Certifications Required with the Bid

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

#### 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>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

**Note: Bidders are only required to fill out this form if they have been convicted of a criminal offence.**

### 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.

#### 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>), 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

### **3. Additional Certifications Precedent to Contract Award**

#### **3.1 Status and Availability of Resources**

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.



### **3.2 Rate or Price Certification**

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

### **3.3 Education and Experience**

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

### **3.4 Former Public Servant**

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

#### **DEFINITIONS:**

For the purposes of this clause, "**former public servant**" means a 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 and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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 Public Service.

"**Pension**" means, in the context of the fee abatement formula, 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 (FPS) in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES ( )** **NO ( )**

If so, the Bidder must provide the following information:

- (a) Name of former public servant: \_\_\_\_\_
- (b) Date of termination of employment or retirement from the Public Service. \_\_\_\_\_

### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?  
**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: \_\_\_\_\_
  - Number of weeks: \_\_\_\_\_
- (g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

Contract Number:

\_\_\_\_\_  
\_\_\_\_\_

Contract Amount:

\_\_\_\_\_  
\_\_\_\_\_

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### 3.5 *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 supplier must complete the certificate in the appropriate clause below.

SACC Manual clauses [A3000T](#), [A3001T](#), [M3030T](#), [M9030T](#), [S3035T](#) and [S3036T](#) contain a certification that suppliers must complete and submit with their bid/offer/arrangement. Failure by suppliers to submit this completed certification form with their bids/offers/arrangements may render the bid/offer/arrangement non-responsive.

---

Signature of Authorized Representative

---

Date





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

### **1. Security Requirements**

NRCan has determined that there is no security requirement associated with this Contract.

### **2. Insurance Requirements**

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.



## PART 7 - RESULTING CONTRACT CLAUSES

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

### 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 dated \_\_\_\_\_. (*to be completed at contract award*)

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

#### 2.1 General Conditions

**2035 (2016-04-04), 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).

#### 2.2 Supplemental General Conditions

##### 2.2.1 Dispute Resolution

###### *Mediation*

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

###### *Arbitration*

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

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



### *Meaning of "Dispute"*

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

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

## **3. Security Requirements**

There is no security requirement applicable to this Contract.

## **4. Term of Contract**

### **4.1 Period of the Contract**

The period of the contract shall be from date of award to **March 30, 2017**

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: **Valerie Holmes**  
Title: Procurement Specialist  
Organization: Natural Resources Canada  
Address: 580 Booth Street, 5<sup>th</sup> Floor, Room 5-D4-2  
Ottawa, Ontario, K1A 0E4  
Telephone: (343) 292-8371  
Facsimile: (613) 947-5477  
E-mail address: [Valerie.holmes@canada.ca](mailto:Valerie.holmes@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.

### **5.2 Project Authority (to be provided at contract award)**

The Project Authority for the Contract is:

Name:



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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **5.3 Contractor's Representative**

Name:  
Title:  
Tel:  
Fax:  
Email:

## **6. Proactive Disclosure of Contracts with Former Public Servants**

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

## **7. Payment**

### **7.1 Basis of Payment – Firm Price, Firm Unit Price(S) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price 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.

### **7.2 Method of Payment**

#### **Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;



- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

## 8. Invoicing Instructions

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

<u>E-mail:</u>  <a href="mailto:NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca">NRCan.invoice_imaging- service_dimagerie_des_factures.RNCan@canada.ca</a>  <b>Note:</b> Attach "PDF" file. No other formats will be accepted	<b>OR</b>	<u>Fax:</u>  Local NCR region: <b>613-947-0987</b> Toll-free: <b>1-877-947-0987</b>  <b>Note:</b> 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: \_\_\_\_\_ **(provided at time of contract award)**  
Invoicing Instructions to suppliers: <http://www.nrcan.gc.ca/procurement/3485>

## 9. Certifications

### 9.1 Compliance

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

## 10. Applicable Laws

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

## 11. Priority of Documents

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

- a) the Articles of Agreement;
- b) the supplemental general conditions contained herein;



- c) the general conditions **2035 (2016-04-04), Higher Complexity – Services**
- d) Annex “A”, Statement of Work;
- e) Annex “B”, Basis of Payment;
- f) the Contractor's bid dated \_\_\_\_\_

## **12. Foreign Nationals (Canadian Contractor OR Foreign Contractor)**

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

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

## **13. 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.

## **14. Contract Administration**

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



## ANNEX “A” – STATEMENT OF WORK

### SW1 Title

**Density, compressional- and shear-wave velocity measurements on rock samples from the New Afton mine, British Columbia.**

### SW2 BACKGROUND

As part of the phase 5 of the Targeted Geoscience Initiative (TGI-5), the Earth Science Sector of Natural Resource Canada want to acquire physical rock property information on 100 rocks samples from the New Afton mine near Kamloops, BC. The physical rock properties will be used to define the key characteristics of the New Afton porphyry deposit including host rocks and alteration, guide interpretation of geophysical data sets, and help to make linkages between geophysical measurements and geological formations.

### SW3 OBJECTIVE

The Contractor shall provide all of the necessary facilities, equipment, materials, competent and experienced crew to conduct density, compressional-wave (Vp), and Shear-wave (Vs) seismic velocity on the rocks samples that will be provided by Natural Resources Canada. Vp and Vs measurements will be done under confined pressure ranging from 10 MPa to 200 MPa.

### SW4 DETAILED TECHNICAL TASKS

#### SW4.1 Tasks

Bulk density, P-wave (Vp) and shear-wave velocity (Vs) measurements should be conducted on 100 drill core samples of mineralized and hydrothermally-altered host rocks of the New Afton copper-gold deposit. A general description of the main rock types and alterations can be found on:

[http://s1.q4cdn.com/240714812/files/documents\\_presentations/2016/Mar/NewAfton-C-Zone-Presentation\\_TGDG-Feb16.pdf](http://s1.q4cdn.com/240714812/files/documents_presentations/2016/Mar/NewAfton-C-Zone-Presentation_TGDG-Feb16.pdf)

The samples delivered for this task are from HQ-size diamond drill core that range 15-20 cm in length. All core samples have been split in two (half cylinder) and only one half cylinder samples will be provided for measurements. The original HQ standard diameter of core prior to splitting was 6.35 cm. Core splitting was done with rock saw with diamond saw blades. Isotropic seismic velocity measurements should be measured on dry samples under the following confining pressures values:

10 MPa, 20 MPa, 40 MPa, 60 MPa, 80 MPa, 100 MPa, 125 MPa, 150 MPa, 175 MPa, and 200 MPa.

All measurements should be reported in SI units and labelled with the sample identification number.



**SW4.2 Deliverables**

A Microsoft Excel table comprising the sample number, density, Vp and Vs at different confining pressures (as described in the technical specifications), and a general description of the samples with peculiarities visible in the rock sample, such as veins, fracture zones, large fragments and sulphide mineralization.

**SW5 SCHEDULE**

All deliverables must be received by **March 30, 2017**.





## ANNEX “B” – BASIS OF PAYMENT

The Bidder is to provide firm price cost proposal in Canadian Funds, Customs and Duty included, GST/HST excluded:

The Bidder shall be a firm price of: \$\_\_\_\_\_ (Bidder’s to provide)

The Bidder is to provide a cost breakdown to show how they arrived at the firm price identified above.