



Return Bids to :

Retourner Les Soumissions à :

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

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

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.

**Proposition à: Ressources Naturelles
Canada**
Nous offrons par la présente de vendre à Sa
Majesté la Reine du chef du Canada, aux
conditions énoncées ou incluses par
référence dans la présente et aux annexes
ci-jointes, les biens, services et construction
énumérés ici sur toute feuille ci-annexée,
au(x) prix indiqué(s)

Comments – Commentaires

Issuing Office – Bureau de distribution
Finance and Procurement Management
Branch
Natural Resources Canada
580 Booth Street, 5th Floor
Ottawa, Ontario
K1A 0E4

Title – Sujet	
Ore sorting Single fragment testing	
Solicitation No. – No de l'invitation NRCan-5000027620	Date December 19, 2016
Requisition Reference No. - N° de la demande 136189	
Solicitation Closes – L'invitation prend fin at – à 02:00 PM Eastern Standard Time (EST) on – le January 5, 2017	
Address Enquiries to: - Adresse toutes questions à: Lucie.lepage@canada.ca	
Telephone No. – No de telephone (343) 292-8370	Fax No. – No. de Fax (613) 947-5477
Destination – of Goods and Services: Destination – des biens et services: Natural Resources Canada Mineral and Metal Sector 555 Booth Street Ottawa, Ontario K1A 0G1	
Security – Sécurité There is no security requirements associated with this requirement.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No.:- No. de téléphone: Facsimile No.: - No. de télécopieur:	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
_____ Signature	_____ Date



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 CONDITIONS.....5
- 2.2 SUBMISSION OF BIDS.....5
- 2.3 ENQUIRIES - BID SOLICITATION.....6
- 2.4 APPLICABLE LAWS.....6
- 2.5 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 PROCEDURES.....8
- 4.2 BASIS OF SELECTION.....8

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 9

PART 6 - SECURITY REQUIREMENTS..... 14

- 6.1 SECURITY REQUIREMENTS14

PART 7 - RESULTING CONTRACT CLAUSES 15

- 7.1 STATEMENT OF WORK.....15
- 7.2 STANDARD CLAUSES AND CONDITIONS.....15
- 7.3 DISPUTE RESOLUTION.....15
- 7.4 SECURITY REQUIREMENTS16
- 7.5 TERM OF CONTRACT16
- 7.6 AUTHORITIES16
- 7.7 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS17
- 7.8 PAYMENT17
- 7.9 INVOICING INSTRUCTIONS18
- 7.10 CERTIFICATIONS19
- 7.11 APPLICABLE LAWS.....19
- 7.12 PRIORITY OF DOCUMENTS19
- 7.13 INSURANCE19
- 7.14 CONTRACT ADMINISTRATION19

ANNEX “A” - STATEMENT OF WORK..... 20

ANNEX “B” - BASIS OF PAYMENT..... 23

APPENDIX “A” - EVALUATION CRITERIA 24

APPENDIX “B” – FINANCIAL PROPOSAL FORM 28



This Model Bid Solicitation contains samples of the terms that will form the basis for any future requests for proposals (RFPs) for Natural Resources Canada (NRCan).

To the extent possible, these Articles are written as they will appear in any future RFP(s). However, individual RFPs and the Resulting Contract Clauses may be modified to suit individual requirements. For example, the nature of the requirement, the term of the resulting Contract, the evaluation methodology and the basis of payment clauses may all be tailored to individual requirements.

The Articles in the Resulting Contract Clauses are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this Annex, is a Mandatory requirement of this RFP. Suppliers submitting an Offer containing statements implying that their Offer 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.

Offerors with concerns regarding the provisions of the Model Bid Solicitation (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, the Basis of Payment.

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

1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders to develop a systematic understanding of the factors affecting response of specific sensors to the properties of well-characterized REE mineral assemblages, at the single-fragment scale.

The period of the contract shall be from **Contract Award date to June 1, 2017**.

There is no security requirements associated with this requirement.

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

- **In the complete text content (except Section 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8:**
Delete: Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

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

Natural Resources Canada
Bid Receiving Unit - Mailroom
588 Booth Street
Ottawa, Ontario K1A 0Y7
Attention: Lucie Lepage

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.



The address above is reserved for the submission of your proposal. No other communication should be sent to that address.

Due to the nature of the bid solicitation, bids transmitted by mail or facsimile 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 days)** 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 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: 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 (4 hard copies) or 1 soft copy on CD/DVD or USB
- Section II: Financial Bid (1 hard copy) or 1 soft copy on CD/DVD or USB in a separate file and document
- Section III: Certifications (1 hard copy)

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.

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 in a thorough, concise and clear manner for carrying out the work.

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

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, 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.

The maximum funding available for the Contract resulting from the bid solicitation is **\$40,000.00** (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.

4.2 Basis of Selection

4.2.1 Highest Rated Within Budget

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of **80%** percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **100 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive.. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.



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 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 will render the bid/offer/arrangement non-responsive.



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There is no security requirement associated with this bid solicitation or any resulting contract.



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 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 \(2016-04-04\)](#), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

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

7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

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: the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

[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 award to June 1, 2017** inclusive.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lucie Lepage
Title: Contracting Officer
Organization: Natural Resources Canada
Address: 580 Booth Street, room 5-D2-2
Telephone: 343-292-8370
Facsimile: 613-947-5477
E-mail address: lucie.lepage@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.

7.6.2 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.

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

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address

7.7 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.

7.8 Payment

7.8.1 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). 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.

7.8.2 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.

7.8.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.



7.9 Invoicing Instructions

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

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

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

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

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



7.10 Certifications

7.10.1 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.

7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

7.12 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 - **4007** - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16).
- c) the general conditions **2010B (2016-04-04), Medium Complexity – Professional Services**
- d) Annex "A", Statement of Work;
- e) Annex "B", Basis of Payment;
- f) the Contractor's bid dated _____,

7.13 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.

7.14 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.



ANNEX “A” - STATEMENT OF WORK

REE Characterization: Ore Sorting – Single Fragment Testing

Background

In the first year of the Natural Resources Canada R&D Initiative to stimulate the technological innovation required for the commercial production of REE in Canada, an extensive literature review pertaining to coarse ore pre-concentration was completed (Goode et al., 2016). This included an overview of the available technologies and their potential applicability to select Canadian REE deposits. An important conclusion of this study was that pre-concentration by ore sorting or dense media separation has the potential to offer significant economic advantages for various Canadian REE production scenarios, and, consequently, that the amenability of representative Canadian REE ores to pre-concentration should be tested (Goode et al., 2016).

To support and better inform any testing that may be conducted at a larger scale to evaluate the suitability of existing ore sorting facilities for pre-concentration of representative Canadian REE deposits, a systematic understanding of the response of specific sensors to the properties of well-characterized mineral assemblages at the single fragment scale would be beneficial. This is especially relevant as REE are hosted in a wide variety of minerals often present in complex textural relationships with associated phases (e.g. gangue minerals). Such detailed studies would enable a more comprehensive description of the various factors that may affect signal output and resulting performance of various sensors, in order to facilitate optimization of ore sorting approaches for important Canadian REE deposit types.

Objective

To develop a systematic understanding of the factors affecting response of specific sensors to the properties of well-characterized REE mineral assemblages, at the single-fragment scale.

The successful bidder must interact with CanmetMINING scientists to develop appropriate analytical and testing strategies.

Work Requirements

CanmetMINING will select ore fragments representative of important types of Canadian REE deposits (ex. carbonatites, peralkaline, etc.), at size ranges appropriate for pre-concentration, that will be characterized in detail and categorized based on appropriate acceptance and rejection criteria. Variations in important properties such as mineralogy, mineral associations, mineral chemistry, liberation, veins, fractures, grain sizes, etc. which may contribute to or influence sorting performance will be carefully documented. These samples, along with characterization details will be provided to the successful bidder.

The successful bidder will subject these well-characterized and sorted fragments to detailed testing and response analysis using sensors of relevance for REE ores. The study will focus on spectroscopic methods based on the interaction of electromagnetic radiation with matter that yield information on mineralogical (e.g. identification of structural groups by vibrational spectroscopy) and chemical (e.g. elemental composition by laser induced breakdown spectroscopy) properties. In order to identify criteria that optimize ore sorting selectivity, this systematic approach will aim to better understand how the documented fragment properties may impact the useful sensor signal (e.g. detection limit, penetration depth, spectral overlaps, matrix effects, etc.) and, consequently, improve the data interpretation



procedures. This work will be performed by an external contractor in close collaboration with CanmetMINING scientists.

Reference Documentation

J.R. Goode and Associates. "A study of coarse ore pre-concentration and potential applicability to Canadian Rare Earth deposits". Canadian Rare Earth Element R&D Initiative, Natural Resources Canada, Ottawa, ON, 2016. Available at <http://rechromite.ca/en/>.

Deliverables and Schedule

The last deliverable must be submitted to NRCan no later than June 1, 2017.

Task	Dates
Initial meeting. The date, type (telephone, video-conference, WebEx, in person) and place of the meeting (if in person) will be decided jointly between NRCan and the supplier. The objective of the meeting is to discuss the proposal and to clarify the schedule and refine/finalize the work plan. (Deliverable 1)	Within five (5) working days of signing the contract.
Initial meeting to discuss project and establish approach for collaborative research (Deliverable 2)	Within 5 working days of Contract Award Date (CAD).
First report containing sensor response data, analysis, and interpretation for first set of samples (from REE ore #1). (Deliverable 3)	No later than 4 weeks after receipt of sample set #1 from CanmetMINING, including associated mineralogical information from internal work.
Meeting to discuss results from REE ore #1 and finetune research strategies and methodologies for REE ore #2, if necessary. (Deliverable 4)	No later than 1 week after receipt of first report from contractor.
Second report containing sensor response data, analysis, and interpretation for second set of samples (from REE ore #2). (Deliverable 5)	No later than 4 weeks after receipt of sample set #2 from CanmetMINING, including associated mineralogical information from internal work.
Progress Report (can be combined with Deliverable 5 if timing permits) (Deliverable 6)	March 24, 2017
Meeting to discuss results from REE ore #2 (Deliverable 7)	No later than 1 week after receipt of second report from contractor.
Meeting to discuss final report compilation, including global conclusions and recommendations from ore sorting work (characterization and sensor response analysis) for both types of Canadian REE ores studied (Deliverable 8)	No later than 2 weeks after receipt of second report from contractor.
Draft report on all sensor response analysis work by contractor (Deliverable 9)	May 1, 2017
Final report on all sensor response analysis work by contractor (Deliverable 10)	June 1, 2017



Bidders Response

The general description of the work to be performed (bidder's response) must not exceed fifteen (**15**) pages, CVs and realized projects description excluded. If the work description exceeds the maximum number of pages, only the first fifteen (15) pages will be considered at the proposal evaluation stage.



ANNEX "B" - BASIS OF PAYMENT

Milestone Payments

Bidder tendered all inclusive firm price to perform the work is \$_____ in Canadian funds, GST/HST excluded. The price tendered will be payable in milestone payments.

Milestone #	Description of Milestone	Milestone Firm Price (GST/HST excluded)
1	20% of the total price for the work following delivery and acceptance by the Project Authority, of Deliverables 1 and 2 - Initial meeting within 5 working days of Contract Award.	\$
2	70% of the total price for the work following delivery and acceptance by the Project Authority, of Deliverables 3 to 6 – Progress report, March 24, 2017.	\$
3	10% of the total price for the work following delivery and acceptance by the Project Authority, of Deliverables 7 to 10 – Final report, June 1, 2017.	\$
Total Firm Price		\$
Applicable taxes GST/HST		\$



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
M1	The Bidder must have experience in testing, using sensors based on electromagnetic radiation, the signal response and resulting sorting decisions of single coarse ore fragments at a size range suitable for pre-concentration. As this study is experimental in nature, all external variables must be carefully controlled. As such, the bidder must demonstrate the ability to test sensor response of single coarse ore fragments in an isolated (i.e. laboratory) environment. Bidder to describe how they meet this requirement.		<input type="checkbox"/> Yes <input type="checkbox"/> No



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M2	<p>General description of the work to be performed</p> <p>The Bidder must provide a work plan specifically describing the work to be done and the timelines involved in order to meet the requirements.</p> <p>For the purpose of preparing the work plan, bidders should assume two ore types and up to 20 coarse ore fragments for each.</p> <p>The work plan must include:</p> <ul style="list-style-type: none"> - Detailed information on the work to be performed, a complete description of the activities to be carried out and the resources used; - A table showing the breakdown of work including the level of effort for each task, timelines for each task and indicate the resource(s) level. 		<input type="checkbox"/> Yes <input type="checkbox"/> No
M3	<p>The Bidder must include a minimum of three projects and a brief description of them. At least one project must have been realized during the last 6 years and specifically focusing on a laboratory study of sensors for ore sorting and their application in the field. The bidder must have performed the following activities: testing, analyzing, data processing, interpretation and presenting the information.</p> <p>The bidder has to demonstrate that they possess the required experience by having performed this type of activity.</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No
M4	<p>The proposed Lead resource must have at least five (5) years of experience in sensor-based analytical method development. The Bidder may propose more than one resource but at a minimum, one resource must have the minimum required years of experience. All experience requirements must have been acquired within the last ten (10) years.</p> <p>Provide copies of the curriculum vitae (CV)</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No

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:



Criterion ID	Point Rated Technical Criteria	Maximum Points	Proposal Page #
R1	<p>Bidders Proposed Lead Resources Experience</p> <p>The Bidder must demonstrate that the proposed Lead resource has a minimum of 5 years experience in sensor method development and field application.</p> <p>- Brief description must clearly demonstrate experience and relevance.</p> <ul style="list-style-type: none"> - 5 years = 2 points - 6-8 years = 5 points - 9 years and more = 10 points 	10	
R2	<p>Proposed Project Resources Experience in sensor-based analytical method development and field application. Project examples with brief description to be provided.</p> <p>Brief description must clearly demonstrate the experience and relevance (5 points per project up to 35)</p>	35	
R3	<p>Approach and Methods</p> <p>Bidder must present a detailed work plan that meets the minimum requirements described in the SOW and clearly demonstrates a scientifically sound approach that will achieve the project goal.</p> <p>The work plan should address</p> <ol style="list-style-type: none"> 1) Experimental design, including overall approach, number of tests, and replication/verification of results; 2) Equipment (including sensors) that will be utilized; 3) Methods to be used for data analyses and presentation; 4) Identification of potential risks and solutions for overcoming them to ensure that deliverables are of good quality and on time. <p>- bidders plan addresses none of the requested items (0 points) - bidders plan clearly and in sufficient detail addresses only one of the requested items (1 - 10 points) - bidders plan clearly and in sufficient detail addresses only two of the requested items (11 - 20 points) - bidders plan clearly and in sufficient detail addresses only three of the requested items (21 - 35 points) - bidders plan clearly and in sufficient detail addresses all four of the</p>	50	



	requested items (36 - 50 points)		
R4	<p>Approach and Methods</p> <p>Bidder’s plan identifies tasks, resources, milestones and schedule in table format that will satisfy the requirements of the Statement of Work</p> <ul style="list-style-type: none"> - proposal is missing information related to tasks, resources, milestones and schedule for some of the requirements in the Statement of Work (1points) - proposal clearly identifies the required tasks, resources, milestones and schedule for all requirements in the Statement of Work (5 points) 	5	
Total points		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 **\$40,000.00** (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.



APPENDIX “B” – FINANCIAL PROPOSAL FORM

1. FIRM PRICE - Milestone Payments

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

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

Milestone #	Description of Milestone	Milestone Firm Price (applicable taxes excluded)
1	20% of the total price for the work following delivery and acceptance by the Project Authority, of Deliverables 1 and 2 - Initial meeting within 5 working days of Contract Award.	\$ _____
2	70% of the total price for the work following delivery and acceptance by the Project Authority, of Deliverables 3 to 6 – Progress report, March 24, 2017.	\$ _____
3	10% of the total price for the work following delivery and acceptance by the Project Authority, of Deliverables 7 to 10 – Final report, June 1, 2017.	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____