



Return Bids to :

Retourner Les Soumissions à :

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

Request for Proposal (RFP)

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

Comments – Commentaires

Issuing Office – Bureau de distribution

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

Title – Sujet Investigation of the applicability of Multi Gravity Separators (MGS) on pre-concentration of REE ores	
Solicitation No. – No de l'invitation NRCan-5000049830	Date November 20, 2019
Requisition Reference No. - N° de la demande	
Solicitation Closes – L'invitation prend fin At – 02:00 PM (Eastern Standard Time (EST)) On –December 09, 2019	
Address Enquiries to: - Adresse toutes questions à: Abbas Khokhar abbas.khokhar@canada.ca	
Telephone No. – No de telephone 343-292-8319	Fax No. – No. de Fax
Destination – of Goods and Services: Destination – des biens et services: 555 Booth Street Ottawa, ON K1A 0G1	
Security – Sécurité There is 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..... 5

1.1 INTRODUCTION..... 5

1.2 SUMMARY 5

1.3 DEBRIEFINGS 5

PART 2 - BIDDER INSTRUCTIONS 6

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 6

2.2 SUBMISSION OF BIDS 6

2.3 ENQUIRIES - BID SOLICITATION 7

2.4 APPLICABLE LAWS 7

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD..... 7

2.6 BIDDERS' CONFERENCE – NOT APPLICABLE 8

2.7 OPTIONAL SITE VISIT – NOT APPLICABLE..... 8

2.8 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY 8

PART 3 - BID PREPARATION INSTRUCTIONS..... 9

3.1 BID PREPARATION INSTRUCTIONS..... 9

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... 11

4.1 EVALUATION PROCEDURES..... 11

4.2 BASIS OF SELECTION 11

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 12

PART 6 - SECURITY REQUIREMENTS..... 17

6.1 SECURITY REQUIREMENTS 17

PART 7 - RESULTING CONTRACT CLAUSES 18

7.1 STATEMENT OF WORK 18

7.2 STANDARD CLAUSES AND CONDITIONS 18

7.3 DISPUTE RESOLUTION 18

7.4 SECURITY REQUIREMENTS 19

7.5 TERM OF CONTRACT 19

7.6 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs) – NOT APPLICABLE 19

7.7 AUTHORITIES 19

7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS..... 20

7.9 PAYMENT 20

7.10 INVOICING INSTRUCTIONS 21

7.11 CERTIFICATIONS 21

7.12 APPLICABLE LAWS 21

7.13 PRIORITY OF DOCUMENTS 21

7.14 FOREIGN NATIONALS (CANADIAN CONTRACTOR / FOREIGN CONTRACTOR) 22

7.15 INSURANCE 22

7.16 CONTRACT ADMINISTRATION 22

ANNEX “A” - STATEMENT OF WORK..... 23

ANNEX “B” - BASIS OF PAYMENT..... 26

APPENDIX “A” - EVALUATION CRITERIA 27



APPENDIX “B” – FINANCIAL PROPOSAL FORM 32



The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

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



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

The Appendixes include the Evaluation Criteria and the Financial Proposal Form

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to investigate the applicability of multi gravity separation technique on the pre-concentration of rare earth ores.

1. Investigate the performance of MGS (Multi Gravity Separation) on pre-concentration of REE ores
2. Design flowsheets incorporating MGS as scavengers and froth flotation as cleaners

Department: **Natural Resources Canada**

Period of Contract: 6 months

Delivery Date: May 30, 2020

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

Natural Resources Canada
Bid Receiving Unit (Mailroom)
588 Booth Street
1-107A
Ottawa, ON
K1A 0Y7
Attention: Abbas Khokhar

It is requested that the Bidder's name, return address, Request for Proposal Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder's proposal. Failure to do so may result in bids being misdirected. **NRCan will not assume responsibility for proposals directed to any other location.**



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

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

2.2.2 Due to the nature of the bid solicitation, bids transmitted by electronic mail to NRCan will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 (five) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 Improvement of Requirement During Solicitation Period

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



2.6 Bidders' Conference – Not Applicable

2.7 Optional Site Visit – Not Applicable

2.8 Basis for Canada's Ownership of Intellectual Property

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (1 hard copy) OR (1 electronic copy) on CD/USB
- Section II: Financial Bid (1 hard copy) OR (1 electronic copy) on CD/USB in a separate file and document
- Section III: Certifications (1 hard copy) OR (1 electronic copy) on CD/USB

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

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



Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Highest Rated Within Budget – use with SACC Manual clause A0210T

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 sixty (60) points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of (100) hundred 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 Bidder certifies having read and understood the information above and acknowledges receipt.

Signature of Authorized Representative

Date

Name



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this requirement.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

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

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

7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

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

7.3 Dispute Resolution

Mediation

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

Arbitration

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



Meaning of "Dispute"

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

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

7.4 Security Requirements

7.4.1 There is no security requirement applicable to this Contract.

7.5 Term of Contract

7.5.1 Period of the Contract

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

7.6 Comprehensive Land Claims Agreements (CLCAs) – Not Applicable

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Abbas Khokhar**
Title: Procurement Officer
Organization: Natural Resources Canada
Address: 580 Booth Street
Ottawa, ON K1A 0E4
Telephone: 343-292-7009
Facsimile: 613-947-5477
E-mail address: abbas.khokhar@canada.ca

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

7.7.2 Project Authority (to be provided at contract award)

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.

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

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

7.8 Proactive Disclosure of Contracts with Former Public Servants

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

7.9 Payment

7.9.1 Basis of Payment – Firm Price

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

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

7.9.2 Method of Payment

Milestone Payments

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

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



7.10 Invoicing Instructions

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

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

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

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

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

7.11 Certifications

7.11.1 Compliance

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

7.12 Applicable Laws

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

7.13 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information
- (c) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity – Services;
- (d) Annex A, Statement of Work;



- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____,

7.14 Foreign Nationals (Canadian Contractor / Foreign Contractor)

SACC Manual clause A2000C _____ (*insert date*) Foreign Nationals (Canadian Contractor)
OR
SACC Manual clause A2001C _____ (*insert date*) Foreign Nationals (Foreign Contractor)

7.15 Insurance

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

7.16 Contract Administration

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



ANNEX "A" - STATEMENT OF WORK

SW1 Title

Investigation of the applicability of Multi Gravity Separators (MGS) on pre-concentration of REE ores

SW2 Background

In recent years, a steady, reliable, and secure supply of critical metals has become increasingly important to major industrialized economies that seek to sustain their industrial base and develop advanced technologies, such as clean energy. In light of this, Canada, with its significant critical metal reserves, has an opportunity to supply some of the global demand for critical metals. However, to transition from promising mineral deposits to marketable products, investment in fundamental R&D and expertise is needed to address the complex technological challenges around the production, separation and processing of critical metals, and to better understand the global market for these key commodities.

Rare earth elements (REE) represent an opportunity for Canada to enter an emerging and globally strategic market. However, the metallurgy for Canadian ores containing REE involves a complex sequence of beneficiation, extraction, individual separation, refinement, alloying and formation stages before they can be used in the production of permanent magnets, consumer electronics and other high value-added high-tech products. Natural Resources Canada has been directed through Budget 2015 to undertake a significant effort to support the development of rare earth elements and chromite in order to maximize Canadian value and benefits from these deposits.

Most Canadian rare earth ores exhibit complex mineralogical characteristics. These deposits are often low in grade and contain rare earth minerals that are finely disseminated. In order to beneficiate these ores, fine grinding is typically required to liberate the valuable minerals. However, efficient recovery of fine particles has always been a challenge for mineral processing, and particularly in gravity separation. When the particle size is smaller than 100 µm, the force of water flow dominates over the force of gravity, hence diminishing the effectiveness of conventional gravity separation.

Multi Gravity Separation (MGS) is a modified gravity-shaking table. It has been reported that MGS can effectively separate the target mineral from the gangue mineral even when their specific gravities (SG) are 1 SG-unit apart. This capability of the MGS has the potential to outperform conventional gravity separation equipment, particularly for the finer fractions. Since many of the Canadian rare earth ores that are currently being investigated at CanmetMINING contain finely disseminated rare earth minerals, MGS is a promising technique for REE beneficiation.

SW3 Objectives

1. Investigate the performance of MGS on pre-concentration of REE ores
2. Design flowsheets incorporating MGS as scavengers and froth flotation as cleaners

SW4 Project Requirements

SW4.1 *Tasks, Deliverables, Milestones and Schedule*

The Contractor must design, plan and conduct a comprehensive laboratory testwork program to investigate the applicability of using multi gravity separation on two Canadian REE ores. CanmetMINING will provide the two REE ore samples at the award of the contract. The cost of obtaining analytical and mineralogical study, as required, are to be included in the contract value.



Under the guidance of CanmetMINING, the Contractor will need to perform the following tasks:

- 1) Provide a general overview on the application of MGS in mineral processing. Based on the physical characteristics and mineralogy of the two REE ore samples provided (mineralogy will be provided by CanmetMINING), assess their suitability in MGS.
- 2) Multi gravity separation
 - Grind the ores to a specific P80 particle size (P80 will be provided by CanmetMINING)
 - Conduct preliminary tests to examine the performance of MGS on each ore sample
 - Based on prior knowledge and experience on MGS, and the preliminary MGS test results, develop a MGS operating scheme to maximize rare earth recovery at minimum mass pull for each ore sample
- 3) MGS and Froth Flotation flowsheet
 - Conduct froth flotation as a cleaner stage on the MGS products. (Froth flotation conditions and reagent schemes will be provided by CanmetMINING)
 - Design and develop the MGS-Flotation flowsheet
 - Compare and discuss the result of the MGS-flotation flowsheet verses the flotation-only flowsheet

Deliverables:

Deliverable 1: An initial meeting within five (5) working days of signing the contract. The date, type (telephone, video-conference, WebEx, in person) and place of the meeting (if in person) will be decided jointly between NRCan and the supplier. The objective of the meeting is to discuss the proposal, in general, and to clarify the schedule and the work breakdown table.

Deliverable 2: Progress Review Meetings and Laboratory Visits, as per schedule determined during Deliverable 1.

Deliverable 3: Interim Report. The Contractor must provide one electronic copy of the interim report, which must contain all work completed to date as outlined in the Statement of Work, by Feb 14, 2020.

Deliverable 4: Draft Report. The Contractor must provide one electronic copy of the draft report, which must contain all the study findings as per the Statement of Work by March 10, 2020. Natural Resources Canada will review and provide comments to the Contractor within five (5) working days after receiving the draft report.

Deliverable 5: Final Report. Submission of the final report (in English), which must address all changes/comments provided by NRCan in Deliverable 4. One electronic copy must be received by NRCan by March 31, 2020.

Deliverable 6: Presentation. The Contractor must attend the annual NRCan REE workshop, to be held in April/May 2020 in Ottawa, to present the results.

Deliverable 7: The Contractor must return all test work samples, properly labelled, at the completion of the contract.

Schedule:



Task	Dates
Initial Meeting (Deliverable #1)	Within 5 working days of Contract Award Date (CAD).
Progress Meetings (Deliverable #2)	As per schedule decided in Deliverable 1
Interim Report (Deliverable #3)	February 14, 2020
Draft Report (Deliverable #4)	March 10, 2020
Final report (Deliverable #5)	March 31, 2020
Presentation (Deliverable #6)	April or May 2020, to be determined
Return of all samples (Deliverable #7)	Completion of the Contract



ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)



APPENDIX “A” - EVALUATION CRITERIA

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

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

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

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

1. TECHNICAL CRITERIA

1.1 MANDATORY EVALUATION CRITERIA

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

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder’s Proposal
M1	<p>Work Plan</p> <p>The Bidder MUST provide a proposal including a detailed work plan for fulfilling the mandate, specifically describing the work to be done to meet the requirements and a full description of how all deliverables described in this Statement of Work will be met.</p> <p>The work plan should include:</p> <ul style="list-style-type: none"> - Identification of the Project Manager (primary contact); - Detailed information on the work to be performed, a complete description of the activities to be carried out, the approach to completing the activities. - A table showing the breakdown of all activities to be performed, the anticipated number of work hours to complete each task, with the anticipated schedule and all deliverable dates. <p>The 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, NRCan reserves the right to review only the first fifteen (15) pages at the proposal evaluation stage.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M2	<p>Bidder's Proposed Resources Experience</p> <p>Each of the following MUST be met and clearly demonstrated:</p> <p>1) At least one (1) resource with experience related specifically to multi-stage gravity separation (Minimum two (2) project within the last ten (10) years).</p> <p>The bidder MUST provide a curriculum vitae (CV) for each proposed resource.</p> <p>For experience, the Bidder MUST indicate the name of the resource and demonstrate how they meet the criteria in the curriculum vitae (CV). An individual can address both M2 and M3 requirement if qualified.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	<p>Each of the following MUST be met and clearly demonstrated:</p> <p>1) At least one resource with experience in conducting bench-scale MGS and flotation testwork (Minimum two (2) project within the last ten (10) years).</p> <p>The bidder MUST provide a curriculum vitae (CV) for each proposed resource.</p> <p>For experience, the Bidder MUST indicate the name of the resource and demonstrate how they meet the criteria in the curriculum vitae (CV). An individual can address both M2 and M3 requirement if qualified</p>		

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 overall for the rated criteria 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:

Point Rated Requirements:				
Item	Requirement	Points Breakdown for each requirement:	Max Points	Illustrated Compliance
R1	<p>Bidders Proposed Resources Qualifications:</p> <p>Bidders core team member academic qualifications</p>	<p>Maximum 10 points to be awarded, as follows:</p> <ul style="list-style-type: none"> • Technical diploma (1 point) • Bachelor degree level (2 points) • Master degree level (3 points) • Doctoral degree level (5 points) 	10	
R2	<p>Bidder's Proposed Resources Experience:</p>	<p>Description demonstrates the relevance of the experience (up to 6 points per project example for a total of 18)</p>	18	



Point Rated Requirements:				
Item	Requirement	Points Breakdown for each requirement:	Max Points	Illustrated Compliance
	<p>Experience leading research related to developing MGS operating scheme for beneficiating rare earth minerals.</p> <p>Up to three (3) project examples with a brief description to be provided.</p>	<p>points). Breakdown of points for each project example, as follows:</p> <ul style="list-style-type: none"> • Description and relevance of project to the development of MGS operating scheme for beneficiating REE ores (4 points) <ul style="list-style-type: none"> - 4 points: highly relevant - 2 points: moderately relevant - 0 point: not relevant • Level of involvement of proposed resource in the project (2 points) <ul style="list-style-type: none"> - 2 points: was directly involved and was the lead in the whole project - 1 point: was responsible for some parts of the project - 0 point: played a minimal role in the project 		
R3	<p>Bidder's Proposed Resources Experience:</p> <p>Experience in conducting bench-scale MGS and flotation testing.</p> <p>Up to three (3) project examples with a brief description to be provided.</p>	<p>Description demonstrates the relevance of the experience (up to 4 points per project example for a total of 12 points). Breakdown of points for each project example, as follows:</p> <ul style="list-style-type: none"> • Description and relevance of project to MGS and flotation testing (2 points) <ul style="list-style-type: none"> - 2 points: highly relevant - 1 point: moderately relevant - 0 point: not relevant • Level of involvement of proposed resource in the project (2 points) <ul style="list-style-type: none"> - 2 points: was directly involved and was the lead in the whole project - 1 point: was responsible for some parts of the project - 0 points: played a minimal role in the project 	12	
R4	<p>Work Plan – Breakdown of tasks</p> <p>The Bidder's work plan clearly provides an approach that will lead to the successful completion of the project, and includes the following four tasks:</p>	<p>Bidder's work plan clearly explains how their approach will complete all the required tasks for this requirement (11 points per task, up to 44 points total). Breakdown of points for each task, as follows:</p>	44	



Point Rated Requirements:				
Item	Requirement	Points Breakdown for each requirement:	Max Points	Illustrated Compliance
	<p>1) Describe how the overview of MGS in mineral processing, and how the suitability assessment of the ore samples will be conducted.</p> <p>2) Describe the methodology that will be used to develop a suitable MGS operating scheme for each ore sample.</p> <p>3) Describe the planned testwork for MGS, i.e. the number of tests to be conducted, the operating parameters that will be investigated, the equipment to be used, and size of the test etc.</p> <p>4) Describe the planned testwork for designing the MGS-flotation flowsheet, i.e. how the tests will be conducted, the equipment to be used, and size of the test etc.</p>	<ul style="list-style-type: none"> • Demonstrates understanding of the task and its relevance (5 points) <ul style="list-style-type: none"> - 5 points: Excellent - 4 points: Very good - 3 points: Good - 0 point: Unsatisfactory • Clarity in explaining the approach in detail (6 points) <ul style="list-style-type: none"> - 6 points: Excellent - 4 points: Very good - 3 points: Good - 0 point: Unsatisfactory <p><i>A key to the terms “Excellent, Very Good, Good, Unsatisfactory and Non-Responsive” is depicted at the end of the Evaluation Grid.</i></p>		
R5	<p>Work Plan – Schedule & Level of Effort</p> <p>Bidder’s work plan clearly identifies a schedule for each task:</p> <ul style="list-style-type: none"> • the number of work hours anticipated, • name of the resource assigned to complete each task, • schedule and deliverable dates, <u>in table format</u>. <p>Bidder’s plan must also include strategies for overcoming challenges and ensuring deliverables are met on time.</p>	<p>Bidder’s plan clearly illustrates the level of effort for each task, schedule and deliverable dates, as outlined in their work plan:</p> <ul style="list-style-type: none"> • Allocated a reasonable number of work hours, and identified the resource required for completing each task (6 points) <ul style="list-style-type: none"> - 6 points: Excellent - 4 points: Very good - 2 points: Good - 0 points: Unsatisfactory • Included a reasonable schedule and deliverable dates (5 points) <ul style="list-style-type: none"> - 5 points: Excellent - 3 points: Good - 0 points: Unsatisfactory • Included strategies for meeting the deliverables time (5 points) <ul style="list-style-type: none"> - 5 points: Excellent - 3 points: Good - 0 points: Unsatisfactory 	16	



Point Rated Requirements:				
Item	Requirement	Points Breakdown for each requirement:	Max Points	Illustrated Compliance
		A key to the terms “Excellent, Very Good, Good, Unsatisfactory and Non-Responsive” is depicted at the end of the Evaluation Grid.		
Total Points Available			100	

The evaluation grid described below will be used to evaluate the Bidders' proposals based on each rated criterion.

EVALUATION GRID	
Excellent (100%)	Rated criteria are covered in-depth and submitted information demonstrates a complete and deep understanding of all rated criteria elements.
Very good (80%)	Submitted information clearly indicates a full understanding of all rated criteria elements.
Good (60%)	Submitted information clearly indicates a full understanding of most of the rated criteria, but not all.
Unsatisfactory (40%)	Submitted information indicates some understanding of criteria outlined, but do not demonstrate a full understanding of all rated criteria.
Poor (20%)	Submitted information indicates that the tenderer has a minimal understanding of the criteria outlined.
Unacceptable (0%)	Submitted information does not meet the criteria

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 **\$60,000.00** (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.

Milestone #	Description of Milestone	Milestone Firm Price (applicable taxes excluded)
1	Initial Meeting (Deliverable #1) Within 5 working days of Contract Award Date	\$ _____
2	Progress Meetings (Deliverable #2) As per schedule decided in Deliverable 1	\$ _____
3	Interim Report (Deliverable #3) February 14, 2020	\$ _____
4	Draft Report (Deliverable #4) March 10, 2020	\$ _____
5	Final report (Deliverable #5) March 31, 2020	
6	Presentation (Deliverable #6) April or May 2020, to be determined	
7	Return of all samples (Deliverable #7) Completion of the Contract	
Total Firm Price for Financial Proposal Evaluation:		\$ _____