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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

#### **ANNEXES include:**

Annex A - Statement of Work

Annex B - Basis of Payment.

#### **APPENDICES include:**

Appendix 1 – Evaluation Criteria

Appendix 2 – Financial Proposal Form

### 1.2 Summary

1.2.1 By means of this RFSO, Natural Resources Canada - CammetMINING, is seeking offers from bidders to provide chemical analysis services of solid and liquid samples containing rare earth elements:

- The period of the Standing Offer is from date of award to March 31, 2021.
- Delivery point is 555 Booth Street, Ottawa, ON K1A 0G1.
- There is no security requirement associated with this requirement.
- There will be one (1) Standing Offer awarded as a result of this process.

The estimated value of the Standing Offer is \$200K. This is an estimate only and is not a guarantee or a commitment of this amount by Natural Resources Canada



- 1.2.2 The requirement is subject to the provisions of the Comprehensive Economic and Trade Agreement (CETA), World Trade Organization - Agreement on Government Procurement (WTO-AGP), North American Free Trade Agreement (NAFTA), Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement (CCFTA), Canada-Columbia Free Trade Agreement (CCoFTA), Canada-Honduras Free Trade Agreement (CHFTA), Canada-Panama Free Trade Agreement (CPaFTA), Canada-Peru Free Trade Agreement (CPFTA), and the Canada-Korea Free Trade Agreement (CKFTA)
- 1.2.3 The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

### **1.3 Security Requirements**

There is no security requirement associated with this Request for Standing Offer or any resulting call-ups issued against awarded Standing Offers.

### **1.4 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

### **1.5 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.



## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the modifications to the text below.

#### **In the complete text content (except Section 3)**

**Delete:** Public Works and Government Services Canada”

**Insert:** “Natural Resources Canada.”

**Delete:** “PWGSC”

**Insert:** “NRCan”

#### **Section 2:**

**Delete:** “Suppliers are required to”

**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 [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

### 2.2 Submission of Offers

Offers must be submitted only to Natural Resource Canada (NRCan) Bid Receiving Unit by the date, time and place indicated in the RFSO and on Page 1 of the RFSO.

Due to the nature of the Request for Standing Offer, transmission of offers by facsimile to NRCan will not be accepted.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? YES ( ) NO ( )

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES ( ) NO ( )



If so, the Offeror 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.

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.

## **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than **five (5)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## **2.5 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.



## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

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

#### **ELECTRONIC COPY (Preferred Method):**

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

**Section I:** Technical Bid – 1 soft copy on CD, DVD or USB

**Section II:** Financial Bid - 1 soft copy on CD, DVD or USB

**Section III:** Certifications – 1 soft copy on CD, DVD or USB

**Or**

#### **HARD COPY:**

**Section I:** Technical Bid – 4 hard copies

**Section II:** Financial Bid - 1 hard copy

**Section III:** Certifications – 1 hard copy

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.

**Prices must appear in the financial bid only. No prices must 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) paper; and
- (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](#).

To assist Canada in reaching its objectives, bidders should:

1. use paper containing fiber 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 color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

Due to the nature of the RFSO, offers transmitted by email and by facsimile will not be accepted.



**Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Appendix 2 – Financial Proposal Form.

**Section III: Certifications**

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

**3.1.2 Exchange Rate Fluctuation**

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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

**3.1.3 Sole Bid - Price Support**

In the event that the Bidder's proposal is the sole bid received and is deemed responsive, NRCan may request one or more of the following as acceptable price support:

- a) Current published price list indicating the percentage discount available to the federal government; and/or
- b) Paid invoices for like services sold to other customers; and/or
- c) A price certification statement; and/or
- d) Any other supporting documentation as requested.



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory and Point Rated Technical Criteria**

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

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Offerors must submit their offers in accordance with Appendix 2 - Financial Proposal**

*SACC Manual* Clause [M0220T](#) (2016-01-28), Evaluation of Price-Bid

### **4.2 Basis of Selection**

#### **4.2.1 Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **27** points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of **45** points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **60%** for the technical merit and **40%** for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **60%**.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **40%**.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd



## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will render the offer non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.



Name of Bidder: \_\_\_\_\_

OR

Name of each member of the joint venture:

Member 1: \_\_\_\_\_

Member 2: \_\_\_\_\_

Member 3: \_\_\_\_\_

Member 4: \_\_\_\_\_

Identification of the administrators/owners:

SURNAME	NAME	TITLE

**5.2.2 Former Public Servants**

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 with FPS, bidders must provide the information required below prior to contract award.

**DEFINITIONS:**

For the purposes of this clause,

“fee abatement formula” means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the Public Service Superannuation Act.

"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 up of former public servants; or
- (d) Sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.



"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the 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.



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### 5.2.3 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 supplier 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
- Our Company is an Aboriginal Firm, as identified above.

### 5.2.5 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.



## **PART 6 – SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement associated with this Request for Standing Offer, or any subsequent call-ups issued against awarded Standing Offers.



## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirement**

**7.2.1** There is no security requirement applicable to the Standing Offer.

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

##### **7.3.1 General Conditions**

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

Section 1 of 2005 (2017-06-21) – Interpretation, should be amended as follows:

DELETE: Public Works and Government Services Canada

INSERT: Natural Resources Canada

##### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex A – Statement of Work. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

first quarter: January 1 to March 31

second quarter: April 1 to June 30

third quarter: July 1 to September 30

forth quarter: October 1 to December 31

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.



## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of Standing Offer Award to March 31, 2021 inclusive.

### **7.4.2 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Andrea Berthelet  
Title: Procurement Officer  
Address: 580 Booth Street  
Ottawa, ON K1A 0E4  
Telephone: 343-543-7092  
E-mail address: [andrea.berthelet@canada.ca](mailto:andrea.berthelet@canada.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### **7.5.2 Project Authority (to be completed at time of Standing Offer Award)**

The Project Authority for the Standing Offer 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 will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### **7.5.3 Offeror's Representative (to be completed at time of Standing Offer Award)**

Name:  
Title:  
Organization:  
Address:  
Telephone:



Facsimile:  
E-mail address:

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Natural Resources Canada (CammetMINNING).

## 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using a call-up against a Standing Offer (942).

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$10,000.00** (Applicable Taxes included).

## 7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions **2005** (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2010B** (2018-06-21) - General Conditions –Professional Services - Medium Complexity
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_.



## **7.12 Certifications and Additional Information**

### **7.12.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### **7.13 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### **7.14 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.



## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **7.1 Statement of Work.**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

**2010B** (2018-06-21), General Conditions - General Conditions –Professional Services - Medium Complexity

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period of the contract will be in accordance with the call-up against the standing offer.

### **7.4 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.

### **7.5 Payment**

#### **7.5.1 Basis of Payment – Firm Unit Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in contract. 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.

#### **7.5.2 Method of Payment – Single Payment**

The following Method of Payment will apply to the resulting Call-Ups:

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.



### 7.6 Invoicing Instructions

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

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

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

### 7.7 Insurance Requirements

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



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## ANNEX A - STATEMENT OF WORK

### SW.1.0 Title

#### Analytical Services for Rare Earth Element Samples

### SW.2.0 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 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.

At present, mineral processing, leaching and extraction studies on REE processing are in progress at CanmetMINING. This request for standing offer focuses specifically on the provision of quantitative chemical analysis services to support the ongoing research studies.

### SW.3.0 Objective

To provide support to CanmetMINING in chemical elemental analysis of solid and liquid samples containing rare earth elements, on an "as and when required basis".

### SW.4.0 Project Requirements

#### SW.4.1 Work to be performed

The task consists of an ongoing support for quantitative determination of major and minor elements contained in various samples generated in the physical and chemical processing of rare earth ores. This include providing chemical analyses using the following state-of-the-art equipment:

- a. X-ray fluorescence (XRF), using the pressed pellets technique
- b. Inductively Coupled Plasma - Mass Spectrometry (ICP-MS) and/or Atomic Emission Spectroscopy (ICP-AES)
  - For solid samples, lithium borate fusion technique must be used.
  - For liquid samples.

NRCan will:

- a. Prepare solid samples (~ 5-10 grams) with a particle size of 95% passing 75 microns (200 mesh).
- b. Prepare liquid samples by placing 30 ml of the solution in plastic bottle.
- c. Complete the Request for Analysis form (provided by the supplier), along with a list containing information on the batch of samples submitted: Sample ID, sample type, mineralogy, sample size, requested preparation and measurement method, requested turn-around time etc.



The laboratory will:

- a. Perform the analyses “as received” using the type of analytical packages requested.
- b. Provide an analytical report following the completion of the requested analytical services within the specified turnaround timeframe.
- c. Will keep all unused portions of the samples for a minimum of thirty (30) days from the date the samples are received for analysis, after which it is the bidders responsibility to dispose of any unused samples, packing material, and containers used to hold the samples.
- d. All costs related to the shipping of the samples between NRCan offices located on Ottawa, Ontario and the analytical laboratory will be the responsibility and at the expense of the analytical laboratory.

#### SW.4.1.1 Procedures

The following will be applied to each call-up against the resulting standing offer:

1. NRCan will complete the ‘Request for Analysis Form’ (provided by the supplier) along with a list containing information on the batch of samples submitted: Sample ID, sample type, mineralogy, sample size, requested preparation and measurement method, requested turn-around time etc. to the analysis laboratory.
2. The analysis laboratory will confirm receipt of the ‘Request for Analysis Form’. Turn-around time commences upon suppliers confirmation of receipt of the ‘Request for Analysis Form’.
3. Supplier makes arrangements for the shipping of the samples from NRCan facilities to the analysis laboratory.
4. Supplier performs the analysis within the mandated time frame, as indicated in SW.6.0.
5. Supplier will email analysis report to NRCan Project Authority or alternate NRCan representative as indicated on the call-up.
6. Supplier disposes of the unused portions of the samples, packing material, and containers used to hold the samples.

#### SW.4.1.2 XRF - Pressed Pellet Package

The following table listed the mandatory elements and the requested detection limit for XRF using the pressed pellet technique. The lower limits of detection must be equal to, or better than, those shown below:

Element	Symbol	Unit	Detection Limit
Barium	Ba	ppm	10
Cobalt	Co	ppm	5
Chromium	Cr	ppm	10
Copper	Cu	ppm	5
Gallium	Ga	ppm	5
Lead	Pb	ppm	5
Nickel	Ni	ppm	4
Niobium	Nb	ppm	2
Rubidium	Rb	ppm	2
Strontium	Sr	ppm	2
Tin	Sn	ppm	5
Vanadium	V	ppm	5
Yttrium	Y	ppm	2
Zinc	Zn	ppm	5
Zirconium	Zr	ppm	5

Data for other elements must also be provided if those elements are part of the Contractor’s standard XRF Pressed Pellet package.



### SW.4.1.3 ICP, Rare Earth Elements and Trace Elements Package

The following table listed the mandatory elements and the requested detection limit for ICP-AES and/or ICP-MS. Solid analysis must be done by lithium borate fusion quenched in diluted acid followed by ICP-AES and/or ICP-MS analysis.

- (a) **ICP Package for Solid Samples:** the lower limits of detection must be equal to, or better than, those shown:

Oxide	Unit	Lower Detection Limit
Al <sub>2</sub> O <sub>3</sub>	%	0.01
CaO	%	0.01
Fe <sub>2</sub> O <sub>3</sub>	%	0.01
K <sub>2</sub> O	%	0.01
MgO	%	0.01
MnO	%	0.01
Na <sub>2</sub> O	%	0.01
P <sub>2</sub> O <sub>5</sub>	%	0.01
SiO <sub>2</sub>	%	0.01
TiO <sub>2</sub>	%	0.01
Loss on Ignition	%	0.1

- (b) **Rare Earth Elements and Trace Elements Package for Solid Samples:** the lower limits of detection must be equal to, or better than, those shown:

Element	Symbol	Unit	Lower Detection Limit
Cerium	Ce	ppm	0.1
Chromium	Cr	ppm	20
Cobalt	Co	ppm	1
Copper	Cu	Ppm	10
Dysprosium	Dy	ppm	0.1
Erbium	Er	ppm	0.1
Europium	Eu	ppm	0.1
Gadolinium	Gd	ppm	0.1
Hafnium	Hf	ppm	1
Holmium	Ho	ppm	0.1
Lanthanum	La	ppm	0.1
Lead	Pb	ppm	5
Lutetium	Lu	ppm	0.1
Molybdenum	Mo	ppm	2
Neodymium	Nd	ppm	0.1
Nickel	Ni	ppm	20
Niobium	Nb	ppm	1
Praseodymium	Pr	ppm	0.1
Samarium	Sm	ppm	0.1
Tantalum	Ta	ppm	0.5
Terbium	Tb	ppm	0.1
Thorium	Th	ppm	0.1
Thulium	Tm	ppm	0.1
Uranium	U	ppm	0.1
Ytterbium	Yb	ppm	0.1
Yttrium	Y	ppm	2
Zinc	Zn	Ppm	30
Zirconium	Zr	ppm	4



Data for other elements must also be provided if those elements are part of the Offeror's standard Rare Earth Elements and Trace Elements package.

(c) **ICP Package for Liquid Sample:** the lower limits of detection must be equal to, or better than, those shown:

Element	Symbol	Lower Detection Limit (µg/L)	
Aluminum	Al	2	
Calcium	Ca	700	
Cerium	Ce	0.01	
Cobalt	Co	0.05	
Dysprosium	Dy	0.01	
Erbium	Er	0.01	
Europium	Eu	0.01	
Gadolinium	Gd	0.01	
Holmium	Ho	0.01	
Iron	Fe	10	
Lanthanum	La	0.01	
Lead	Pb	0.01	
Lithium	Li	1	
Lutetium	Lu	0.01	
Magnesium	Mg	2	
Manganese	Mn	0.1	
Neodymium	Nd	0.01	
Niobium	Nb	0.05	
Potassium	K	30	
Preseodymium	Pr	0.01	
Samarium	Sm	0.01	
Scandium	Sc	20	
Silicon	Si	200	
Sodium	Na	10	
Silicon	Si	200	
Terbium	Tb	0.01	
Thorium	Th	0.01	
Thulium	Tm	0.01	
Uranium	U	0.01	
Ytterbium	Yb	0.01	
Yttrium	Y	0.01	
Zirconium	Zr	2	

Data for other elements must also be provided if those elements are part of the Offeror's standard ICP package.



### **SW.5.0 Output and Deliverables**

The Contractor will provide, in digital format, an analytical report following the completion of each call-up. The report will be provided by email to the Technical Authority, in a consistent Microsoft Excel-compatible format. The sample ID in the report must match exactly the manifest list provided by NRCan.

The analytical report for each batch must include the following information for each of the analytical procedures used:

- Total number of samples processed
- Date the analytical report was compiled
- Sample decomposition method used
- Analytical instrumentation used (i.e. XRF, ICP-AES, ICP-MS)
- Final results of analyses
- Elemental totals of the oxides in the solid samples, when applicable. Mass Balance is used by NRCan to check the quality of the analytical result, and should be totaling 98 to 101%.
- For each element, the Lower and Upper Detection Limits
- Units of measurement (ppm, ppb, %)
- Samples size fraction analyzed, where applicable or known
- Sample weight used for each analytical method, and if not fixed, the weight used for each analysis.

### **SW.6.0 Sample Turnaround Times**

Prepared sample will be submitted to the Contractor in batches of typically 5 to 20 samples.

Sample turnaround times must be within the following timeframes:

1-25 samples within three (3) weeks of confirmation by the supplier of receipt of the Request for Analysis Form.

26-50 samples within four (4) weeks of confirmation by the supplier of receipt of the Request for Analysis Form.

### **SW.7.0 Reporting Requirement for Standing Offer**

Suppliers must report on a quarterly basis on all the call-up activities. Reports must contain the following information:

- a) the standing offer number;
- b) the supplier name;
- c) the reporting period;
- d) the call-up number for each call-up, including amendments;
- e) the client department;
- f) the contracting authority;
- g) the date of the call-up;
- h) the call-up period;
- i) the line items acquired/services provided;
- j) the value of the call-up, Goods or Services Tax/Harmonized Sales Tax included, as applicable.

Quarterly reports are to be submitted to the contracting authority, as defined in the Standing Offer.



**ANNEX B - BASIS OF PAYMENT**

(Pricing to be indicated at time of Standing Offer award)

**Standing Offer Period** – From award of Standing Offer to March 31, 2021

**1. XRF - Pressed Pellet Package**

Element	Symbol	Unit	Detection Limit
Barium	Ba	ppm	10
Cobalt	Co	ppm	5
Chromium	Cr	ppm	10
Copper	Cu	ppm	5
Gallium	Ga	ppm	5
Lead	Pb	ppm	5
Nickel	Ni	ppm	4
Niobium	Nb	ppm	2
Rubidium	Rb	ppm	2
Strontium	Sr	ppm	2
Tin	Sn	ppm	5
Vanadium	V	ppm	5
Yttrium	Y	ppm	2
Zinc	Zn	ppm	5
Zirconium	Zr	ppm	5
<b>Package Price Per Sample</b>			

**2. ICP, Rare Earth Elements and Trace Elements Package**

(a) ICP Package for Solid Samples:

Oxide	Unit	Lower Detection Limit
Al <sub>2</sub> O <sub>3</sub>	%	0.01
CaO	%	0.01
Fe <sub>2</sub> O <sub>3</sub>	%	0.01
K <sub>2</sub> O	%	0.01
MgO	%	0.01
MnO	%	0.01
Na <sub>2</sub> O	%	0.01
P <sub>2</sub> O <sub>5</sub>	%	0.01
SiO <sub>2</sub>	%	0.01
TiO <sub>2</sub>	%	0.01
Loss on Ignition	%	0.1
<b>Package Price Per Sample</b>		



(b) Rare Earth Elements and Trace Elements Package for Solid Samples:

Element	Symbol	Unit	Lower Detection Limit
Cerium	Ce	ppm	0.1
Chromium	Cr	ppm	20
Cobalt	Co	ppm	1
Copper	Cu	Ppm	10
Dysprosium	Dy	ppm	0.1
Erbium	Er	ppm	0.1
Europium	Eu	ppm	0.1
Gadolinium	Gd	ppm	0.1
Hafnium	Hf	ppm	1
Holmium	Ho	ppm	0.1
Lanthanum	La	ppm	0.1
Lead	Pb	ppm	5
Lutetium	Lu	ppm	0.1
Molybdenum	Mo	ppm	2
Neodymium	Nd	ppm	0.1
Nickel	Ni	ppm	20
Niobium	Nb	ppm	1
Praseodymium	Pr	ppm	0.1
Samarium	Sm	ppm	0.1
Tantalum	Ta	ppm	0.5
Terbium	Tb	ppm	0.1
Thorium	Th	ppm	0.1
Thulium	Tm	ppm	0.1
Uranium	U	ppm	0.1
Ytterbium	Yb	ppm	0.1
Yttrium	Y	ppm	2
Zinc	Zn	Ppm	30
Zirconium	Zr	ppm	4
<b>Package Price Per Sample</b>			



(c) ICP Package for Liquid Sample:

Element	Symbol	Lower Detection Limit ( $\mu\text{g/L}$ )
Aluminum	Al	2
Calcium	Ca	700
Cerium	Ce	0.01
Cobalt	Co	0.05
Dysprosium	Dy	0.01
Erbium	Er	0.01
Europium	Eu	0.01
Gadolinium	Gd	0.01
Holmium	Ho	0.01
Iron	Fe	10
Lanthanum	La	0.01
Lead	Pb	0.01
Lithium	Li	1
Lutetium	Lu	0.01
Magnesium	Mg	2
Manganese	Mn	0.1
Neodymium	Nd	0.01
Niobium	Nb	0.05
Potassium	K	30
Preseodymium	Pr	0.01
Samarium	Sm	0.01
Scandium	Sc	20
Silicon	Si	200
Sodium	Na	10
Silicon	Si	200
Terbium	Tb	0.01
Thorium	Th	0.01
Thulium	Tm	0.01
Uranium	U	0.01
Ytterbium	Yb	0.01
Yttrium	Y	0.01
Zirconium	Zr	2
<b>Package Price Per Sample</b>		



**APPENDIX 1 – TECHNICAL EVALUATION CRITERIA**

**Mandatory Evaluation Criteria**

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Offeror's Proposal
<b>M1</b>	<p><b>Project Manager</b></p> <p>The Offeror <b>MUST</b> identify the Project Manager responsible for this work. The Project Manager will act as the primary contact from the time of requesting for sample analysis and the shipping/receiving of samples, to the returning of chemical analysis back to NRCan.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M2</b>	<p><b>Offeror' Know-how</b></p> <p>The Offeror <b>MUST</b> demonstrate their know-how in performing chemical analysis of solid and liquid samples generated from the physical and chemical processing of Rare Earth minerals.</p> <p>To clearly demonstrate the know-how, the offeror must include a brief description of the analytical methods requested, and their associated procedure (i.e. SOP) as it applies to the analysis of REE containing solid and liquid samples:</p> <ul style="list-style-type: none"> <li>o XRF, using pressed pallet technique</li> <li>o ICP-MS and/or AES, on solid samples (using <u>lithium borate fusion technique</u>) and liquid samples</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M3</b>	<p><b>Accreditation and Experience</b></p> <p>The Offeror must have at least ten (10) years of accredited experience in performing chemical elemental analysis on ores, and physical and chemical metallurgical processing products.</p> <p>To demonstrate the experience, the Offeror <b>MUST</b> indicate proof that they currently hold a valid ISO/IEC 17025 accreditation: General requirements for the competence of testing and calibration laboratories. The Offeror <b>MUST</b> also include the date of their initial accreditation under ISO/IEC 17025.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M4</b>	<p><b>Suitable Equipment</b></p> <p>The Offeror <b>MUST</b> have access to all the equipment to be used in completing the work, as listed in the Statement of Work. Subcontracting is not permitted. The equipment should be the latest model available or less than 5 years old.</p> <p>The Offeror <b>MUST</b> be able to meet all detection limits as listed in the Statement of Work.</p> <p>Offerors <b>MUST</b> provide a table listing all equipment to be used in completing the work and include the make, model number, age, and a brief description of capabilities and detection limits, as applicable.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M5</b>	<p><b>Turn-around Time</b></p> <p>The Offeror <b>MUST</b> guarantee a turnaround time of a maximum of three (3) weeks from the confirmation by the supplier of receipt of Request for Analysis Form for a typical batch; a typical batch consisting of 5-25 samples.</p> <p>The Offeror <b>MUST</b> guarantee a turnaround time of a maximum of four (4) weeks from the confirmation by the supplier of receipt of Request for Analysis Form for a larger batch; a larger batch consisting of 26-50 samples</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Point for Passing All Mandatory Criteria</b>		<b>15 Points</b>	



**Point Rated Evaluation Criteria**

<b>Point Rated Requirements:</b>				
<b>Item</b>	<b>Requirement</b>	<b>Points Breakdown for each requirement:</b>	<b>Max Points</b>	<b>Illustrated Compliance</b>
<b>R1</b>	<p><b>Offeror's Experience</b></p> <p>To clearly demonstrate the experience, the following should be included:</p> <ul style="list-style-type: none"> <li>Brief details on five (5) <b>Rare Earth Elements projects</b> in which the Offeror provided chemical analytical services in the past. The offeror's project examples must demonstrate experience using the aforementioned two (2) analytical methods, i.e. XRF and ICP. Only projects within the last ten (10) years are applicable.</li> </ul>	<p>Description demonstrates the relevance and depth of the experience.</p> <p>Up to 6 points per REE project for total of <b>30 points</b>. Points awarded as follows:</p> <ul style="list-style-type: none"> <li>Project Title and Date (<b>1 point</b>)</li> <li>Analytical methods utilized (<b>max 2 points</b>) <ul style="list-style-type: none"> <li>both methods (2 points)</li> <li>one methods (1 point)</li> </ul> </li> <li>Description and volume of analytical work performed (<b>max 3 point</b>) <ul style="list-style-type: none"> <li>Excellent (3 points)</li> <li>Very Good (2 points)</li> <li>Good (1 point)</li> <li>Unsatisfactory (0 point)</li> </ul> </li> </ul> <p>(See Evaluation Grid Below)</p>	<b>30</b>	
<b>Total Point Rated Criteria Points Available</b>			<b>30</b>	
<b>Total Mandatory Criteria Points Available</b>			<b>15</b>	
<b>Total Points Available Overall</b>			<b>45</b>	
<b>Total Points Needed to be Considered Compliant (60%)</b>			<b>27</b>	

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

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



## APPENDIX 2 – FINANCIAL PROPOSAL FORM

**Standing Offer Period** – From award of Standing Offer to March 31, 2021

**NOTE:** All costs related to the shipping of the samples between NRCan facilities located in Ottawa, Ontario and the analytical laboratory will be the responsibility and at the expense of the analytical laboratory. Shipping costs shall be included in the price per unit per type of analysis provided by the bidder (s) in each bid.

### 1. XRF - Pressed Pellet Package

Element	Symbol	Unit	Detection Limit
Barium	Ba	ppm	10
Cobalt	Co	ppm	5
Chromium	Cr	ppm	10
Copper	Cu	ppm	5
Gallium	Ga	ppm	5
Niobium	Nb	ppm	2
Nickel	Ni	ppm	4
Lead	Pb	ppm	5
Rubidium	Rb	ppm	2
Strontium	Sr	ppm	2
Tin	Sn	ppm	5
Vanadium	V	ppm	5
Yttrium	Y	ppm	2
Zinc	Zn	ppm	5
Zirconium	Zr	ppm	5
<b>Package Price Per Sample</b>			

### 2. ICP, Rare Earth Elements and Trace Elements Package

#### (a) ICP Package for Solid Samples

Oxide	Unit	Lower Detection Limit
Al <sub>2</sub> O <sub>3</sub>	%	0.01
CaO	%	0.01
Fe <sub>2</sub> O <sub>3</sub>	%	0.01
K <sub>2</sub> O	%	0.01
MgO	%	0.01
MnO	%	0.01
Na <sub>2</sub> O	%	0.01
P <sub>2</sub> O <sub>5</sub>	%	0.01
SiO <sub>2</sub>	%	0.01
TiO <sub>2</sub>	%	0.01
Loss on Ignition	%	0.01
<b>Package Price Per Sample</b>		



(b) Rare Earth Elements and Trace Elements Package for Solid Samples:

Element	Symbol	Unit	Lower Detection Limit
Cerium	Ce	ppm	0.1
Chromium	Cr	ppm	20
Cobalt	Co	ppm	1
Copper	Cu	Ppm	10
Dysprosium	Dy	ppm	0.1
Erbium	Er	ppm	0.1
Europium	Eu	ppm	0.1
Gadolinium	Gd	ppm	0.1
Hafnium	Hf	ppm	1
Holmium	Ho	ppm	0.1
Lanthanum	La	ppm	0.1
Lead	Pb	ppm	5
Lutetium	Lu	ppm	0.1
Molybdenum	Mo	ppm	2
Neodymium	Nd	ppm	0.1
Nickel	Ni	ppm	20
Niobium	Nb	ppm	1
Praseodymium	Pr	ppm	0.1
Samarium	Sm	ppm	0.1
Tantalum	Ta	ppm	0.5
Terbium	Tb	ppm	0.1
Thorium	Th	ppm	0.1
Thulium	Tm	ppm	0.1
Uranium	U	ppm	0.1
Ytterbium	Yb	ppm	0.1
Yttrium	Y	ppm	2
Zinc	Zn	Ppm	30
Zirconium	Zr	ppm	4
<b>Package Price Per Sample</b>			



(c) **ICP Package for Liquid Sample:** the lower limit of detection must be equal to, or better than, those shown:

<b>Element</b>	<b>Symbol</b>	<b>Lower Detection Limit (µg/L)</b>
Aluminum	Al	2
Calcium	Ca	700
Cerium	Ce	0.01
Cobalt	Co	0.05
Dysprosium	Dy	0.01
Erbium	Er	0.01
Europium	Eu	0.01
Gadolinium	Gd	0.01
Holmium	Ho	0.01
Iron	Fe	10
Lanthanum	La	0.01
Lead	Pb	0.01
Lithium	Li	1
Lutetium	Lu	0.01
Magnesium	Mg	2
Manganese	Mn	0.1
Neodymium	Nd	0.01
Niobium	Nb	0.005
Potassium	K	30
Preseodymium	Pr	0.01
Samarium	Sm	0.01
Scandium	Sc	20
Silicon	Si	200
Sodium	Na	10
Silicon	Si	200
Terbium	Tb	0.01
Thorium	Th	0.01
Thulium	Tm	0.01
Uranium	U	0.01
Ytterbium	Yb	0.01
Yttrium	Y	0.03
Zirconium	Zr	2
<b>Package Price Per Sample</b>		<b>\$</b>



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**TOTAL EVALUATED PRICE:**

<b>Standing Offer Period – From award of Standing Offer to March 31, 2021</b>	
<b>Analysis Package</b>	<b>Package Price Per Sample</b>
1. XRF - Pressed Pellet Package	
2. ICP, Rare Earth Elements and Trace Elements Package	
(a) ICP Package for Solid Samples	
(b) Rare Earth Elements and Trace Elements Package for Solid Samples:	
(c) ICP Package for Liquid Sample	
<b>Total Evaluated Price:</b>	

**NOTE:** All costs related to the shipping of the samples between NRCan facilities located in Ottawa, Ontario and the analytical laboratory will be the responsibility and at the expense of the analytical laboratory. Shipping costs shall be included in the price per unit per type of analysis provided by the bidder (s) in each bid.