





**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION .....5**

1.1 INTRODUCTION ..... 5

1.2 SUMMARY ..... 5

1.2.1..... 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 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

4.1.1 TECHNICAL EVALUATION..... 11

4.2 BASIS OF SELECTION..... 11

4.2.1 HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE ..... 11

**PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION..... 13**

5.1 CERTIFICATIONS REQUIRED WITH THE BID..... 13

5.1.1 INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES ..... 13

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION ..... 13

5.2.1 INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION ..... 13

5.2.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION..... 14

5.2.3 STATUS AND AVAILABILITY OF RESOURCES ..... 14

5.2.4 EDUCATION AND EXPERIENCE ..... 15

5.2.5 FORMER PUBLIC SERVANT ..... 15

5.2.6 ABORIGINAL DESIGNATION..... 17

**PART 6 - SECURITY AND OTHER REQUIREMENTS..... 18**

6.1 SECURITY REQUIREMENTS..... 18

**PART 7 - RESULTING CONTRACT CLAUSES ..... 19**

7.1 STATEMENT OF WORK ..... 19

7.1.2 TASK AUTHORIZATION ..... 19

7.2 STANDARD CLAUSES AND CONDITIONS ..... 20

7.2.1 GENERAL CONDITIONS ..... 20

7.2.2 SUPPLEMENTAL GENERAL CONDITIONS ..... 20




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|   |  |           |
|---|--|-----------|
| 7.3   | DISPUTE RESOLUTION.....  | 20        |
| 7.4   | SECURITY REQUIREMENTS.....   | 21        |
| 7.5   | TERM OF CONTRACT .....   | 21        |
| 7.5.1   | PERIOD OF THE CONTRACT.....  | 21        |
| 7.5.2   | OPTION TO EXTEND THE CONTRACT .....                                      | 22        |
| 7.6   | COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs).....                        | 22        |
| 7.7   | AUTHORITIES .....  | 22        |
| 7.7.1   | CONTRACTING AUTHORITY .....  | 22        |
| 7.7.2   | PROJECT AUTHORITY .....  | 22        |
| 7.7.3   | CONTRACTOR'S REPRESENTATIVE .....  | 23        |
| 7.8   | PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....      | 23        |
| 7.9   | PAYMENT .....  | 23        |
| 7.9.1   | BASIS OF PAYMENT – LIMITATION OF EXPENDITURE – TASK AUTHORIZATIONS ..... | 23        |
| 7.9.2   | METHOD OF PAYMENT .....  | 24        |
| 7.10  | INVOICING INSTRUCTIONS.....  | 24        |
| 7.11  | CERTIFICATIONS AND ADDITIONAL INFORMATION.....                           | 24        |
| 7.11.1  | COMPLIANCE.....  | 24        |
| 7.12  | APPLICABLE LAWS .....  | 25        |
| 7.13  | PRIORITY OF DOCUMENTS .....  | 25        |
| 7.14  | FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR) .....      | 25        |
| 7.15  | INSURANCE .....  | 25        |
| 7.16  | CONTRACT ADMINISTRATION.....   | 25        |
| <b>ANNEX A - STATEMENT OF WORK.....</b>           |  | <b>26</b> |
| <b>ANNEX B - BASIS OF PAYMENT.....</b>            |  | <b>31</b> |
| <b>ANNEX C - TASK AUTHORIZATION FORM .....</b>    |  | <b>32</b> |
| <b>APPENDIX 1 - EVALUATION CRITERIA.....</b>      |  | <b>34</b> |
| 1.2   | EVALUATION OF RATED CRITERIA .....                                       | 36        |
| <b>APPENDIX 2 - FINANCIAL PROPOSAL FORM .....</b> |  | <b>42</b> |



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.



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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

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

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

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

**Part 5 Certifications and Additional Information:** includes the certifications and additional information to be provided;

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

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

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

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 perform comprehensive ore sortability studies on up to eight (8) ore samples from Canadian critical minerals projects (REE, lithium or others), to determine the feasibility of sensor-based sorting and provide design information for sorting systems on an as and when required basis.

The resulting contract will be from date of award to March 31, 2024 with the option to extend the contract for three (3) Option years.

**1.2.1** This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### 1.3 Debriefings

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



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2020-05-28) 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
- **Subsection 2 of Section 8: Delete entirely**  
**Delete:** The only acceptable email address to use with epost Connect for responses to bid solicitation issued by PWGSC headquarters is: [tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca), or, if applicable, the email address identified in the bid solicitation. The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.  
**Insert:** The only acceptable email address to use with epost Connect for responses to bid solicitation issued by NRCAN is: [procurement-approvisionnement@NRCAN-RNCan.gc.ca](mailto:procurement-approvisionnement@NRCAN-RNCan.gc.ca)
- **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

Bids must be submitted only to the Natural Resources Canada (NRCAN) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation.

Only bids submitted using epost Connect service will be accepted.

At least 48 hours before the solicitation closes, the Bidder **MUST** send an email requesting to open an epost Connect conversation to the following address:  
[procurement-approvisionnement@NRCAN-RNCan.gc.ca](mailto:procurement-approvisionnement@NRCAN-RNCan.gc.ca)

**Note:** Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open an ePost Connect conversation, as detailed in the Standard Instructions [2003 \(Subsection 2 of Section 08\)](#), or



to send bids through an ePost Connect message if the bidder is using its own licensing agreement for ePost Connect.

**IMPORTANT:** It is requested that you write the bid solicitation number in “Subject” of the email:

**NRCan – 500066565 Sensor-based ore sorting**

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

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

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

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 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 reasons: as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#)

Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:

To generate knowledge and information for public dissemination.





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## **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 electronic copy)
- Section II: Financial Bid (1 electronic copy) in a separate file and document
- Section III: Certifications (1 electronic copy)
- Section IV: Additional Information (one (1) electronic copy)

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

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

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

#### **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 2. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

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

**In Section IV of their bid, bidders should provide:**



1. the 1<sup>st</sup> page of this RFP signed with their legal name;
2. the name of the contact person (provide also this person's mailing address, phone numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.



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## **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 1 - Evaluation Criteria.

### **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 43 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 72 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 70% for the technical merit and 30% 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 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
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 70/30 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 (70%) and Price (30%)</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> | $115/135 \times 70 = 59.63$ | $89/135 \times 70 = 46.15$ | $92/135 \times 70 = 47.70$ |
|   | <b>Pricing Score</b>         | $45/55 \times 30 = 24.55$   | $45/50 \times 30 = 27$     | $45/45 \times 30 = 30$     |
| <b>Combined Rating</b>  | 84.18                        | 73.15                       | 77.70                      |                            |
| <b>Overall Rating</b>   | 1st                          | 3rd                         | 2nd                        |                            |



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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

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

In accordance with the Integrity [Provisions of the Standard Instructions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#integrity-provisions) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#integrity-provisions>), all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).



- Bidders bidding as partnerships do not need to provide lists of names.

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

OR

Name of each member of the joint venture:

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

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

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

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

Identification of the administrators/owners:

| SURNAME | NAME | TITLE |
|---------|------|-------|
|         |      |       |
|         |      |       |
|         |      |       |
|         |      |       |
|         |      |       |

**5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website. (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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. Failure to comply with the request may result in the bid being declared non-responsive.

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

**Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant; \_\_\_\_\_
- b. conditions of the lump sum payment incentive; \_\_\_\_\_
- c. date of termination of employment; \_\_\_\_\_
- d. amount of lump sum payment; \_\_\_\_\_
- e. rate of pay on which lump sum payment is based; \_\_\_\_\_
- f. period of lump sum payment including:
  - start date \_\_\_\_\_
  - end date \_\_\_\_\_
  - and number of weeks \_\_\_\_\_





- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Professional fees

Amount

\_\_\_\_\_

\_\_\_\_\_

**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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **PART 6 - SECURITY AND OTHER 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 dated \_\_\_\_\_. (*to be completed at contract award*)

#### 7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### 7.1.2.1 Task Authorization Process

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex C.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and method(s) of payment as specified in the Contract.
3. The Contractor must provide the Project, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Contract Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### 7.1.2.2 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,
  - a. "**Maximum Contract Value**" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
  - b. "**Minimum Contract Value**" means 5%
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the



Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

**For each authorized task:**

- I. the authorized task number or task revision number(s);
- II. a title or a brief description of each authorized task;
- III. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- IV. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- V. the start and completion date for each authorized task; and
- VI. the active status of each authorized task, as applicable.

**For all authorized tasks:**

- I. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- II. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## **7.2 Standard Clauses and Conditions**

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

### **7.2.1 General Conditions**

[2010B \(2021-12-02\)](#), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

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

### **7.2.2 Supplemental General Conditions**

The following clauses apply to and form part of 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](mailto:boa.opo@boa-opo.gc.ca).

## **7.4 Security Requirements**

**7.4.1** There is no security requirement applicable to the Contract.

## **7.5 Term of Contract**

### **7.5.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2024 inclusive.



### 7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 7.6 Comprehensive Land Claims Agreements (CLCAs)

The Contract is not subject to any Comprehensive Land Claims Agreements.

### 7.7 Authorities

#### 7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julia Pace  
Title: Procurement Specialist  
Organization: Natural Resources Canada  
Address: 1 Challenger Drive, Dartmouth, Nova Scotia  
Telephone: 902-719-4856  
E-mail address: [Julia.pace@nrca-nrcan.gc.ca](mailto:Julia.pace@nrca-nrcan.gc.ca)

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

#### 7.7.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:

Name:  
Title:  
Organization:  
Address:  
Telephone:

E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no



authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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

Name:

Title:

Organization:

Address:

Telephone:

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: 2019-01](#) of the Treasury Board Secretariat of Canada.

## **7.9 Payment**

### **7.9.1 Basis of Payment – Limitation of Expenditure – Task Authorizations**

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

#### **7.9.1.1 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or



- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.9.2 Method of Payment

#### Single Payment (individual Task Authorizations)

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.

### 7.10 Invoicing Instructions

Invoices shall be submitted as follows:

E-mail:

[Invoicing-Facturation@nrcan-rncan.gc.ca](mailto:Invoicing-Facturation@nrcan-rncan.gc.ca)

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

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

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

### 7.11 Certifications and Additional Information

#### 7.11.1 Compliance

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





## 7.12 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 [2010B](#) (2021-12-02) Professional services (medium complexity);
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Task Authorization form;
- g) the Contractor's bid dated \_\_\_\_\_.

## 7.14 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

**OR**

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

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



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## ANNEX A - STATEMENT OF WORK

### SW1 Title

Sensor-based ore sorting for the pre-concentration of critical mineral samples

### SW2 Background

The Government of Canada has developed a list of 31 minerals considered critical for the sustainable economic success of Canada and our allies (NRCan, 2021). Canada can leverage its mining and processing expertise and world-leading environmental, social and governance credentials, and become the global supplier of choice for clean and advanced technologies to support the transition to a low emissions economy. CanmetMINING is undertaking a significant effort in the research and development of critical minerals, such as rare earth elements (REE), nickel, cobalt, vanadium, graphite and lithium, in order to help advance Canadian mining projects to production and maximize Canadian value and benefits.

A review pertaining to coarse ore pre-concentration on REE minerals, completed in 2016, concluded that pre-concentration by ore sorting or dense media separation has the potential to offer significant economic advantages for various Canadian REE production scenarios (J.R. Goode and Associates, 2016). Consequently, three representative Canadian REE ore samples were subjected to sensor-based ore sorting testing, to better inform their suitability for pre-concentration. The study provided a systematic understanding of the response of specific sensors to the properties of various mineral assemblages at the single fragment scale. Since REE are hosted in a wide variety of minerals and are often presented in complex textural relationships with associated phases (e.g. gangue minerals), such detailed studies enabled a comprehensive description of the various factors that affected the signal output and the resulting performance of various sensors.

This initial sensor-based ore study on three REE ore samples found that some materials respond very positively, with results indicating improved rejection of barren rocks from ores, improved processing feed grade and ore characteristics. Therefore, it is of interest to test other critical minerals to determine their suitability for using sensor-based ore sorting as a pre-concentration method.

### Reference Documentation

J.R. Goode and Associates. (2016). A study of coarse ore pre-concentration and potential applicability to Canadian Rare Earth deposits. Canadian Rare Earth Element R&D Initiative, Natural Resources Canada, Ottawa, ON. [Canadian Rare Earth Element](#).

NRCan. (2021, March 29). Critical minerals. <https://www.nrcan.gc.ca/our-natural-resources/minerals-mining/critical-minerals/23414>

### SW3 Context and Objectives

To perform comprehensive ore sortability studies on up to eight (8) ore samples from Canadian critical minerals projects (REE, lithium or others), to determine the feasibility of sensor-based sorting and provide design information for sorting systems on an as and when required basis. Optional years may include up to an additional six (6) ore samples.

### SW4 Project Requirements



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

Working in close collaborations with CanmetMINING researchers and the Canadian companies that are developing various REE, lithium and other critical mineral projects in Canada, the successful bidder (contractor) will perform comprehensive ore sortability studies.

For each ore sample, the contractor will, in consultation with the respective company's exploration/mining geologists, lead in identifying and suggesting the selection of suitable ore fragments appropriate for pre-concentration. The ore fragments' variations in properties such as mineralogy, mineral associations, mineral chemistry, liberation, veins, fractures, grain sizes, grade etc. should be carefully considered during the selection process. Mineralogical reports might be provided to assist the contractor in their understanding of the mineral projects, if available.

The number of mineralized and barren rocks (trench samples or drill cores) selected for testing, the sampling procedure, and the number of size fractions to test will also be determined jointly between the contractor, CanmetMINING and the company. Depending on the intention of the company and the number of size fractions selected for testing, ore sorting will be performed using one of the following two scopes, on an as and when required basis:

**Scope 1:** For projects where ore sorting will be performed on one (1) size fraction, the contractor will:

Arrange for shipment of the ore fragments from their location of origin (in Canada) to the contractor's testing facility. For budgeting purpose, approximately 100 pieces of ore fragments will be made available. The contractor will cover the shipping cost of this initial sample shipment. Additional ore or barren fragments could be provided to the contractor, upon request and if available.

Receive and label the ore fragments. Prepare and subject the fragments to detailed batch testing using a suite of sensors. A minimum of three (3) sensors should be tested for each sample. The sensors to test could include but not limited to: XRF (x-ray fluorescence), XRT (x-ray transmission), HS (hyperspectral reflectance spectrometry), and LIB (laser-induced breakdown spectrometry).

Obtain chemical analysis on the required samples. All analyses on samples must be conducted in a consistent manner at one ISO accredited analytical facility. Due to the intricacies of analyzing for REE, the digestion on REE samples must be performed using either lithium metaborate fusion or sodium peroxide fusion technique.

Note that the contractor will be covering the cost of the chemical analysis. The turnaround time of the assays (usually 3 weeks) should be considered in the schedule of the proposed workplan.

Perform evaluations of the response from the sensors tested, as it corresponds to the ore fragments' properties and assays.

Provide a written report that summarizes all the results and findings obtained from the test program. The report should also discuss the recommendations and implications for future sorting analyses, and the feasibility for implementation.



**Scope 2:** For projects where ore sorting will be performed on multiple size fractions, the contractor will:

Arrange for shipment of the ore samples from their location of origin (in Canada) to the contractor's testing facility. For budgeting purposes, 300 kg of samples will be made available. The contractor will cover the shipping cost of this initial sample shipment. Additional ore or barren fragments could be provided to the contractor, upon request and if available.

Receive and screen the ore samples into the various size fractions. Prepare and subject each fraction to detailed batch testing using a suite of sensors. A minimum of three (3) sensors should be tested for each sample. The sensors to test could include but not limited to: XRF (x-ray fluorescence), XRT (x-ray transmission), HS (hyperspectral reflectance spectrometry), and LIB (laser-induced breakdown spectrometry).

Obtain chemical analysis on the required samples. All analyses on samples must be conducted in a consistent manner at one ISO accredited analytical facility. Due to the intricacies of analyzing for REE, the digestion on REE samples must be performed using either lithium metaborate fusion or sodium peroxide fusion technique.

Note that the contractor will be covering the cost of the chemical analysis. The turnaround time of the assays (usually 3 weeks) should be considered in the schedule of the proposed workplan.

Perform size-by-size evaluations of the response from the sensors tested, as it corresponds to the ore samples' properties and assays.

Provide a written report that summarizes all the results and findings obtained from the test program. The report should also discuss the recommendations and implications for future sorting analyses, and the feasibility for implementation.

### **Deliverables**

**Deliverable 1:** An initial meeting within ten (10) working days of signing the contract. The date, type (telephone, video-conference) of the meeting will be decided jointly between NRCan, the respective companies providing the ore samples, 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 Update. The Contractor must provide a written progress update, in the form of a report, memo or email, that summarizes the results to date, within two (2) months from the initial meeting and receipt of ore samples.

**Deliverable 3:** 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, within five (5) months from the initial meeting and receipt of ore samples. Natural Resources Canada will review and provide comments to the Contractor within ten (10) working days after receiving the draft report.

**Deliverable 4:** Final Report. Submission of the final report (in English), which must address all changes/comments provided by NRCan in Deliverable 5. One electronic copy must be received by NRCan, within two (2) weeks after receiving the comments on the draft report.



**Deliverable 5:** Presentation. The Contractor must present the results and findings to NRCan and the Canadian company who provided the ore sample, date TBD.

**Schedule:**

| Task                             | Dates  |
|----------------------------------|--|
| Initial Meeting (Deliverable #1) | Within 10 working days of TA Award Date.                         |
| Progress Update (Deliverable #2) | 2 months from the initial meeting and receipt of each ore sample |
| Draft Report (Deliverable #3)    | 5 months from the initial meeting and receipt of each ore sample |
| Final report (Deliverable #4)    | 2 weeks after receiving the comments on the draft report         |
| Presentation (Deliverable #5)    | Date to be determined  |

**SW.4.3 Method and Source of Acceptance**

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

**SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW**

**SW.5.1 Contractor’s Obligations**

In addition to the obligations outlined in Section SW3 and SW4 of this Statement of Work, the Contractor shall:

- submit all written reports in electronic Microsoft Office Word format;
- participate in telephone or video-conferences, as needed;

**Scientific Integrity Policy:**

In satisfying the requirements of this agreement, the Recipient is encouraged to comply with the provisions and intent of the NRCan Scientific Integrity Policy (SIP) and to discharge its contractual obligations in support of research, science, or related activities in a manner consistent with all relevant NRCan SIP provisions. For more information on the Scientific Integrity Policy, please visit the NRCan website at: <https://www.nrcan.gc.ca/scientific-integrity/21665#a20>

**SW.5.2 NRCan’s Obligations**

- provide comments on draft reports within five (5 working days) and/or,
- provide other assistance or support.



**SW.5.3 Location of Work, Work Site and Delivery Point**

*The work will be completed at the Contractor's place of business.*



## **ANNEX B - BASIS OF PAYMENT**

To be completed at Contract award.



### ANNEX C - TASK AUTHORIZATION FORM

| TASK AUTHORIZATION  |   |            |
|---|---|------------|
| <b>Contractor:</b>  |   |            |
| <b>Ticket Number:</b>   | <b>Financial coding:</b>  |            |
| <b>Contract number:</b>                                       |   |            |
| <b>Task number:</b>   | <b>Date:</b>  |            |
| <b>TA Request<br/>(for completion by Technical authority)</b> |   |            |
| <b>1. Task Description of the Work required:</b>              |   |            |
| <i>(Scope 1 or Scope 2 or both)</i>                           |   |            |
| <b>2. Date</b>  | From:   | To:        |
| <b>3. Work location</b>                                       |   |            |
| <b>4. Others Conditions /Restraints</b>                       | <input type="checkbox"/> Yes <input type="checkbox"/> No   Specify: |            |
| <b>5. Basis of Payment</b>                                    | Total estimate Cost (As per Annex B)                                |            |
| <b>TA Proposal<br/>[For completion by Contractor]</b>         |   |            |
| <b>8. Cost breakdown for reference purposes</b>               |   |            |
| Description   | Number of Ore Samples   | Total cost |
|   |   |            |
|   |   |            |
|   |   |            |
| <b>Total:</b>   |   | \$         |
| <b>Taxes:</b>   |   | \$         |
| <b>Grand Total:</b>   |   | \$         |

| TA Approval   |           |      |
|---|-----------|------|
| 9. Signing Authorities  | Signature | Date |
| Name, Title of Individual Authorized to Sign on Behalf of Contractor: |           |      |
| (Project Authority)   |           |      |





|  |  |  |
|--|--|--|
| Julia Pace (Contracting Authority)   |  |  |
| <b>10. Basis of Payment and Invoicing</b>  |  |  |
| <p>In Accordance with the article entitled "Basis of Payment" in the contract.</p> <p>Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the contract value.</p> <p>Invoices shall be sent in accordance with the invoicing instructions included in the Terms and Conditions of the contract.</p> |  |  |



## APPENDIX 1 - EVALUATION CRITERIA

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

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

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

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

### 1. Technical Criteria

#### 1.1 Mandatory Evaluation Criteria

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

| Item | Mandatory Requirement   | Compliant (Yes/No)  | Reference to Bidder’s Proposal |
|------|---|---|--------------------------------|
| M1   | <p><b>Work Plan</b></p> <p>The Bidder <b>MUST</b> 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"> <li>- Identification of the Project Manager (primary contact);</li> <li>- Detailed information on the work to be performed for each ore sample, a complete description of the activities to be carried out and the approach to completing the activities;</li> <li>- Identification of at least three (3) sensors for testing each ore samples;</li> </ul> | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |                                |



|           |  |   |  |
|-----------|--|---|--|
|           | <ul style="list-style-type: none"><li>- 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.</li></ul>  |   |  |
| <b>M2</b> | <p><b>Bidder Proposed Resources' Experience</b></p> <p>The Bidder <b>must</b> propose at least one (1) resource with research experience related specifically to sensor-based sorting.</p> <ul style="list-style-type: none"><li>- The proposed resource must have completed a minimum of two (2) sensor-based sorting projects within the last five (5) years by the RFP closing date.</li><li>- To demonstrate the experience, a curriculum vitae (CV) for the proposed resource must be provided to clearly demonstrate their past sensor-based sorting experience.</li></ul> | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  |
| <b>M3</b> | <p><b>Chemical analysis</b></p> <p>The Bidder <b>must</b> conduct all chemical analyses in a consistent manner at one ISO accredited analytical facility.</p> <p>For REE samples, the Bidder must provide evidence that digestion will be done using either lithium metaborate fusion or sodium peroxide fusion technique.</p>   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  |



**1.2 Evaluation of rated criteria**

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required 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:

| <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>Bidder Proposal Format:</b></p> <p>The proposal should be typed using at least a 10-point Arial font, and not exceed fifteen (15) pages, CVs and realized projects description excluded.</p> <p>Note: If the proposal exceeds the maximum number of pages, NRCan reserves the right to review only the first fifteen (15) pages at the proposal evaluation stage.</p>     | <p><b>Maximum 4 Points</b></p> <ul style="list-style-type: none"> <li>Proposal is typed and using 10-point Arial Font – <b>(2 Points)</b></li> <li>Proposal is a maximum of 15 pages (excluding CV’s and realized projects – <b>(2 Points)</b>)</li> </ul>  | <b>4</b>          |                               |
| <b>R2</b>                        | <p><b>Bidder Proposed Resources’ Experience to Sensor-Based Sorting:</b></p> <p>Through a <u>brief descriptions (i.e. 100 words)</u>, the Bidder should demonstrate within three (3) project examples that the proposed resource(s) have research experience related specifically to sensor-based ore sorting testing and ore sorting circuit design in mineral processing.</p> | <p>Description demonstrates the relevance of the experience (<b>8 points per project example for a total of 24 points</b>).</p> <p><u>Breakdown of points for each project example, as follows:</u></p> <p>Description and relevance of the project to sensor-based ore sorting and ore sorting circuit design (<b>max 2 points</b>)</p> <ul style="list-style-type: none"> <li>2 points: related to sensor-based ore sorting testing and ore sorting circuit design in mineral processing</li> </ul> | <b>24</b>         |                               |



| Point Rated Requirements: |  |   |            |                        |
|---------------------------|--|---|------------|------------------------|
| Item                      | Requirement  | Points Breakdown for each requirement:  | Max Points | Illustrated Compliance |
|                           |  | <ul style="list-style-type: none"> <li>1 point: related to sensor-based ore sorting testing OR ore sorting circuit design in mineral process, but not both.</li> <li>0 point: not related</li> </ul> <p>Description of the type of sensors tested, and the specific properties of the ore that made those sensors particularly effective <b>(max 4 points)</b></p> <ul style="list-style-type: none"> <li>4 points: excellent</li> <li>3 points: very good</li> <li>2 points: good</li> <li>1 point: poor</li> <li>0 point: unsatisfactory</li> </ul> <p>Level of involvement of proposed resource(s) in the project <b>(max2 points)</b></p> <ul style="list-style-type: none"> <li>2 points: directly involved and was the lead in the whole project</li> <li>1 point: responsible for some parts of the project</li> <li>0 point: played a minimal role or did not mention</li> </ul> <p><i>A key to the terms "Excellent, Very Good, Good, Poor, and Unsatisfactory" is depicted at the end of the Evaluation Grid.</i></p> |            |                        |
| R3                        | <p><b>Bidder Proposed Resources' Experience to Critical Minerals:</b></p> <p>Through a brief descriptions (i.e. 100 words), the Bidder should demonstrate within three (3) project examples that the proposed resources' research experience related specifically to the mineralogy and/or mineral processing of REE, lithium and other critical minerals.</p> | <p>Description demonstrates the relevance of the experience <b>(4 points per project example for a total of 12 points)</b>.</p> <p><u>Breakdown of points for each project example, as follows:</u></p> <p>Description and relevance of the project to the mineralogy and/or mineral processing of critical minerals listed on NRCan web page <b>(max 2 points)</b></p> <ul style="list-style-type: none"> <li>2 points: related to the mineralogy and/or mineral processing of critical minerals</li> </ul>  | 12         |                        |



| <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> |
|                                  |   | <ul style="list-style-type: none"> <li>• 1 point: related to the mineralogy and/or mineral processing of other minerals and metals</li> <li>• 0 point: not related</li> </ul> <p>Level of involvement of proposed resource(s) in the project <b>(max 2 points)</b></p> <ul style="list-style-type: none"> <li>• 2 points: was directly involved and was the lead in the whole project</li> <li>• 1 point: was responsible for some parts of the project</li> <li>• 0 point: participated in some decision</li> </ul>   |                   |                               |
| <b>R4</b>                        | <p><b>Work Plan</b></p> <p>Bidder's work plan provided in M1 should clearly provides an approach that will lead to the successful completion of the project.</p> <p>The proposal will be evaluated based on the following:</p> <p>1) <u>Type and number of sensors:</u></p> <p>Identify the suite of sensors to be used for sorting REE, lithium and other critical mineral samples</p> | <p>Bidder's work plan clearly explains how their approach will complete all the requirements for this project. Breakdown of points for the elements, as follows:</p> <p><b>1) Type and number of sensors (max 8 points)</b></p> <p>Identified the suite of sensors to be tested for each sample <b>(max 2 points)</b></p> <ul style="list-style-type: none"> <li>- 2 points: identified</li> <li>- 0 point: did not identify</li> </ul> <p>Number of sensors to be tested for each sample <b>(max 6 points)</b></p> <ul style="list-style-type: none"> <li>- 6 points: five (5) or more sensors</li> <li>- 4 points: four (4) sensors</li> </ul> | <b>32</b>         |                               |



| <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> |
|                                  | <p>2) <u>Experimental Plan:</u></p> <p>Provide an experimental plan suitable for achieving the research goal, including the number, types and size of ore samples preferred, testing procedures, what samples will be assayed and where/how, verification of results, analysis and interpretation.</p> <p>3) <u>Mitigate Challenges:</u></p> <p>Discuss potential technical challenges that could arise and possible mitigating solutions to achieve the research goal</p> <p>One (1) challenge and possible solutions with <u>brief descriptions to be provided.</u></p> | <p><b>2) Experimental Plan (max 12 points)</b></p> <p>Presented with clarity a robust and suitable plan to achieve the research goal <b>(max 8 points)</b></p> <ul style="list-style-type: none"> <li>- 8 points: Excellent</li> <li>- 6 points: Very good</li> <li>- 4 points: Good</li> <li>- 2 points: Poor</li> <li>- 0 points: Unsatisfactory</li> </ul> <p>Incorporated approaches that can ensure the quality of the research outcome <b>(max 4 points)</b></p> <ul style="list-style-type: none"> <li>- 4 points: Excellent</li> <li>- 3 points: Very Good</li> <li>- 2 points: Good</li> <li>- 1 point: Poor</li> <li>- 0 point: Unsatisfactory</li> </ul> <p><b>3) Mitigate Challenges (max 4 points)</b></p> <p>Explained with clarity a technical challenge that might be encountered <b>(max 2 points)</b></p> <ul style="list-style-type: none"> <li>- 2 points: Excellent</li> <li>- 1.5 points: Very Good</li> <li>- 1 point: Good</li> <li>- 0.5 point: Poor</li> <li>- 0 point: Unsatisfactory</li> </ul> <p>Explained with clarity how the challenge could be mitigated <b>(max 2 points)</b></p> |  |                   |                               |



| Point Rated Requirements: |  |   |  |            |                        |
|---------------------------|--|---|--|------------|------------------------|
| Item                      | Requirement  | Points Breakdown for each requirement:  |  | Max Points | Illustrated Compliance |
|                           | <p>4) Project Schedule</p> <p>Clearly illustrated the level of effort and resource assigned for each task, schedule and deliverable dates, and strategies for ensuring deliverables are met on time.</p> | <ul style="list-style-type: none"> <li>- 2 points: Excellent</li> <li>- 1.5 points: Very Good</li> <li>- 1 point: Good</li> <li>- 0.5 point: Poor</li> <li>- 0 point: Unsatisfactory</li> </ul> | <p><b>4) Project Schedule (max 8 points)</b></p> <p>Allocated reasonable number of work hours, and identified the name of the resource assigned for completing each task <b>(max 4 points)</b></p> <ul style="list-style-type: none"> <li>- 4 points: Excellent</li> <li>- 3 points: Very good</li> <li>- 2 points: Good</li> <li>- 1 point: Poor</li> <li>- 0 point: Unsatisfactory</li> </ul> <p>Included a reasonable project schedule and deliverable dates <b>(max 2 points)</b></p> <ul style="list-style-type: none"> <li>- 2 points: Excellent</li> <li>- 1.5 points: Very Good</li> <li>- 1 points: Good</li> <li>- 0.5 point: Poor</li> <li>- 0 point: Unsatisfactory</li> </ul> <p>Included strategies for meeting the deliverables time <b>(max 2 points)</b></p> <ul style="list-style-type: none"> <li>- 2 points: Excellent</li> <li>- 1.5 points: Very Good</li> <li>- 1 points: Good</li> </ul> |            |                        |





| Point Rated Requirements:   |             |  |            |                        |
|---|-------------|--|------------|------------------------|
| Item  | Requirement | Points Breakdown for each requirement:   | Max Points | Illustrated Compliance |
|   |             | - 0.5 point: Poor<br>- 0 point: Unsatisfactory<br><br><i>A key to the terms "Excellent, Very Good, Good, Poor and Unsatisfactory" is depicted at the end of the Evaluation Grid.</i> |            |                        |
| <b>(To be considered responsive, the minimum score is 43 points) Total Points Available</b> |             |  | <b>72</b>  |                        |

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

| EVALUATION GRID       |  |
|-----------------------|--|
| <b>Excellent</b>      | Rated criteria are covered in-depth and submitted information demonstrates a complete and deep understanding of all rated criteria elements. |
| <b>Very good</b>      | Submitted information clearly indicates a full understanding of all rated criteria elements.   |
| <b>Good</b>           | Submitted information clearly indicates a full understanding of most of the rated criteria, but not all.                                     |
| <b>Poor</b>           | Submitted information indicates some understanding of criteria outlined, but do not demonstrate a full understanding of all rated criteria.  |
| <b>Unsatisfactory</b> | Submitted information indicates that the tenderer has a minimal understanding of the criteria outlined.                                      |



## APPENDIX 2 - FINANCIAL PROPOSAL FORM

### 1. Firm Price

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.

#### Contract award date to March 31, 2024

| Description   | A<br>Estimated<br>Quantity | B<br>Unit Firm Price<br>(Applicable Taxes Excluded) | A+B = C<br>Total Price |
|---|----------------------------|---|------------------------|
| <b>Scope 1:</b> for projects where ore sorting will be performed on one (1) size fraction   | 8                          | \$ _____  | \$ _____               |
| <b>Scope 2:</b> For projects where ore sorting will be performed on multiple size fractions | 8                          | \$ _____  | \$ _____               |
| Scope 1 and 2 combined  | 8                          | \$ _____  | \$ _____               |
| <b>a) Total Firm Price for Financial Proposal Evaluation:</b>                               |                            |   | \$ _____               |

#### Optional year 1 - April 1<sup>st</sup>, 2024 to March 31, 2025

| Description   | A<br>Estimated<br>Quantity | B<br>Unit Firm Price<br>(Applicable Taxes Excluded) | A+B = C<br>Total Price |
|---|----------------------------|---|------------------------|
| <b>Scope 1:</b> for projects where ore sorting will be performed on one (1) size fraction   | 2                          | \$ _____  | \$ _____               |
| <b>Scope 2:</b> For projects where ore sorting will be performed on multiple size fractions | 2                          | \$ _____  | \$ _____               |
| Scope 1 and 2 combined  | 2                          | \$ _____  | \$ _____               |
| <b>b) Total Firm Price for Financial Proposal Evaluation:</b>                               |                            |   | \$ _____               |



**Optional year 2 - April 1<sup>st</sup>, 2025 to March 31, 2026**

| Description   | A<br>Estimated<br>Quantity | B<br>Unit Firm Price<br>(Applicable Taxes Excluded) | A+B = C<br>Total Price |
|---|----------------------------|---|------------------------|
| <b>Scope 1:</b> for projects where ore sorting will be performed on one (1) size fraction   | 2                          | \$ _____  | \$ _____               |
| <b>Scope 2:</b> For projects where ore sorting will be performed on multiple size fractions | 2                          | \$ _____  | \$ _____               |
| Scope 1 and 2 combined  | 2                          | \$ _____  | \$ _____               |
| <b>c) Total Firm Price for Financial Proposal Evaluation:</b>                               |                            |   | \$ _____               |

**Optional year 3 - April 1<sup>st</sup>, 2026 to March 31, 2027**

| Description   | A<br>Estimated<br>Quantity | B<br>Unit Firm Price<br>(Applicable Taxes Excluded) | A+B = C<br>Total Price |
|---|----------------------------|---|------------------------|
| <b>Scope 1:</b> for projects where ore sorting will be performed on one (1) size fraction   | 2                          | \$ _____  | \$ _____               |
| <b>Scope 2:</b> For projects where ore sorting will be performed on multiple size fractions | 2                          | \$ _____  | \$ _____               |
| Scope 1 and 2 combined  | 2                          | \$ _____  | \$ _____               |
| <b>a) Total Firm Price for Financial Proposal Evaluation:</b>                               |                            |   | \$ _____               |

|   |          |
|---|----------|
| <b>a)+b)+c)+d) = Total Firm Price for Financial Proposal Evaluation</b> | \$ _____ |
|---|----------|