

Return Offers to: Retourner les offres à:	Title – Sujet Request for Standing Offers (RFSO's) for Re-Os Geochronological Analyses		
	Solicitation No. – No de l'invitation	Date	
	NRCan-5000060420	2022-07-11	
	Requisition Reference No Nº de la demande		
Bid Receiving Natural Resources Canada	167003		
See herein for bid submission instructions	Solicitation Closes – L'invitation prend fin		
	at – à 02:00 PM (Eastern Standar	d Time (EDT)	
	on – le August 19, 2022 Address Enquiries to: - Adresse toutes questions à:		
Request for Standing Offers	Marie-Josée Michaud Marie-josee.michaud@nrcan-rncan	ac co	
Request for standing oriers	Telephone No. – No de telephone	.gc.ca	
Canada, as represented by the Minister of Natural			
Resources Canada, hereby requests a Standing Offer on behalf of the client identified herein.	418-563-6916 Destination – of Goods and Services:		
	Destination – of Goods and Services. Destination – des biens et services:		
Le Canada, représenté par le ministre des Ressources naturelles Canada, autorise par la			
présente, une offre à commandes au nom de client identifié ci-après	In A Sper each individual call-up		
	Security – Sécurité		
Comments – Commentaires	There are no security requirements ass	ociated with this	
	requirement.		
	Vendor/Firm Name and Address		
	Raison sociale et adresse du fournisseur/de l'entreprei	neur	
	Telephone No.:- No. de téléphone:		
	Email – Courriel :		
	Name and Title of person authorized to sign on behalf	of Vendor/Firm (type or print)	
	Nom et titre de la personne autorisée à signer au nom (taper ou écrire en caractères d'imprimerie)		
Issuing Office – Bureau de distribution			
Finance and Procurement Management			
Branch Natural Resources Canada			
1055 du P.E.P.S., PO BOX 10380			
Quebec, QC G1V 4C7			
	Signature	Date	



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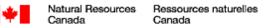


Request for Standing Offer (RFSO)

This method of supply is used to satisfy the requirements of departments and agencies for a specified period, when precise details on expected quantities for the period are not known in advance. Standing offers may authorize one or more clients to issue call-ups for goods or services directly to offerors up to the maximum call-up limits indicated in the standing offer. If so stated in the standing offer, NRCan may issue call-ups above the client call-up limit.

A standing offer (SO) is an offer from a supplier to Canada that allows Canada to purchase goods and/or services, or a combination of goods and services, as and when requested, during a specific period of time, through the use of a call-up process which incorporates the conditions and pricing of the standing offer.

A standing offer itself is not a contract. A separate contract is formed each time a call-up for the provision of goods and/or services is made against a standing offer. When a call-up is made, it constitutes an unconditional acceptance by Canada of the supplier's offer for the provision, to the extent specified, of the goods and/or services described in the standing offer. Canada's liability is limited to the actual value of the call-ups made by the identified user(s) within the period the standing offer is valid.



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; Certifications and Additional Information: includes the certifications and additional Part 5 information to be provided; Part 6 Security 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.

The Annexes include:

Annex A - Statement of Work Annex B - Basis of Payment Annex C – Quarterly Usage Reports

The Appendix include:

Appendix 1 – Evaluation Criteria Appendix 2 – Financial Proposal Form



1.2 Summary

1.2.1 Natural Resources Canada (NRCan), the TGI-6 Program requires the services of an external contractor to perform geochronological analyses by rhenium-osmium (Re-Os) for direct dating of sulphide associated with mineralization in various deposit types (e.g., Re-Os dating of molybdenite, arsenopyrite, ±pyrite, ±pyrrhotite, ±molybdenite), and for dating of carbonaceous-hydrocarbon-rich material (e.g., petroleum source-rocks such as shales, and natural hydrocarbons).

By means of this RFSO, NRCan is seeking proposals from Offerors to provide the geochronological analyses by rhenium-osmium (Re-Os). The total cumulative value of the call-ups against the Standing Offers (SO) is estimated to be less than \$110,000 annually. The Standing Offers will be issued for an initial period of three (3) years, from the date of issuance of the SO to September 5, 2025.

- 1.2.2 The Request for Standing Offers (RFSO) is to establish Regional Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, <u>excluding</u> 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 resulting standing offers.
- 1.2.3 Offerors submitting an offer containing statements implying that their offer is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

1.3 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer.

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.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> ((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 <u>2006 (</u>2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

- 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: The only acceptable email address to use with epost Connect for responses to bid solicitation issued by PWGSC headquarters is: <u>tpsgc.dgareceptiondessoumissions-</u> <u>abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca</u>, 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: <u>procurement-approvisionnement@NRCan-RNCan.gc.ca</u>

- Under Subsection 2 of Section 20: Not applicable
- **Sub-Section 5.4 Submission of Offers of 2006** (**2020-05-28**) Standard Instructions Request for Standing Offers Goods or Services Competitive Requirements, is amended as follows:

Delete: Sixty (60) days Insert: one hundred and twenty (120) days

2.2 Submission of Offers

Offers must be submitted no later than the date and time indicated on page 1 of the offer solicitation.

Only offers submitted using epost Connect service will be accepted.

At least 48 hours before the offer solicitation closing date, it is necessary for the Offerer to send an email requesting to open an epost Connect conversation to the following address:

procurement-approvisionnement@NRCan-RNCan.gc.ca

Note: Offers 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 following information in <u>"Subject" of the e-mail</u>:

RFSO NRCan-5000060420 Re-Os Analyses

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

The onus is on the Offeror to ensure that the offer is submitted correctly to the above address. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the offer prior to contract award. Therefore, NRCan reserves the right to reject any offer 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 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. **See Part 5 - Certifications**

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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 Quebec.

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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse</u> <u>Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 electronic copy) Section II: Financial Offer <u>in a separate file and document</u> (1 electronic copy) Section III: Certifications (1 electronic copy) Section IV: Additional Information (1 electronic copy)

Prices should appear in the financial bid only.

Canada requests that Offerors 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 Offer

In their technical offer, Offerors should demonstrate their understanding of the requirements contained in the offer solicitation and explain how they will meet these requirements in Appendix 1, Evaluation Criteria. Offerors should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Appendix 2, Financial Proposal form.

Section III: Certifications

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

Section IV: Additional Information

In Section IV of their offer, offerors should provide:

- the 1st page of this RFSO signed with their legal name;
- the name of the contact person (provide also this person's mailing address, phone numbers and email address) authorized by the Offeror to enter into communications with Canada with regards to their offer, and any Standing Offer that may result from their offer.



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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

All offers shall be treated as PROTECTED and will be made available only to those individuals authorized to participate in the evaluation process. All Offers will be subject to the terms of the *Access to Information Act* and to other applicable law or orders of courts or other tribunals having jurisdiction.

4.1.1 Technical Evaluation

Mandatory evaluation criteria are included in Appendix 1 – Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

Non-competitive call-ups.

An offer must comply with the requirements of the bid solicitation (Request for Standing Offers) and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid(s) will be recommended for a Standing Offer.

NRCan will not limit the granting of the number of SOs and will not establish any ranking or proportional basis. The authorized call-up authority may choose whichever SO to use.



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 <u>Forms for the Integrity Regime</u> 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 <u>Ineligibility and Suspension Policy</u> (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.

All applicants, regardless of their status under the policy, must have the following information at the time to participate in a procurement process:

• Suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;



• Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners;

Suppliers that are a partnership do not need to provide a list of names.

Name of Supplier: _____

OR

Name of each member of the joint venture:

Member 1: _____

Member 2: _____

Member 3:			
Member 4:			

LIST OF NAMES

Provide the names of the directors / owners:

NAME	FIRST NAME	TITLE

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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 <u>Employment and</u> <u>Social Development Canada-Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.



5.2.3 Education and Experience

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

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

5.2.5 Rate or Price Certification

The Offeror certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Offeror's most favored customer, for the like quality and quantity of the goods, services or both. The Contractor certifies that the price quoted in this Offer does not include an element of profit on the sale in excess of that normally obtained by the Offeror on the sale of products/services of like quality and quantity, and does not include any provision for discounts to selling agents.

5.2.6 Former Public Servant

Standing Offers 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, Offerors 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 Offeror 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 <u>Financial</u> <u>Administration Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal <u>Canadian Mounted Police Superannuation Act</u></u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring</u> <u>Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant (FPS) 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:

(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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.



A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee abatement formula, as required by Treasury Board Policy.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a 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:	
	Number of weeks:	
(g)	Number and amount (professional fees) of other contract force reduction program.	s subject to the restrictions of a work
	Contract Number:	Contract Amount:

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including applicable taxes.

5.2.7 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.

PART 6 – SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

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

6.2 Insurance Requirements

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



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

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

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex A.

7.2 Security Requirements

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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7.3.1 General Conditions

<u>2005</u> (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

Section 1 of 2005 - Interpretation, should be amended as follows:

DELETE: Public Works and Government Services 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 C. If some data is not available, the reason must be indicated in the report. If no goods or services are 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: April 1 to June 30 Second quarter: July 1 to September 30 Third quarter: October 1 to December 31 Fourth quarter: January 1 to March 31



The data must be submitted to the Standing Offer Authority no later than ten (10) 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 award to September 5, 2025.

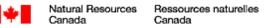
7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer up to two (2) additional one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 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, <u>excluding</u> 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

Marie-Josée Michaud Senior Procurement Officer Natural Resources Canada 1055 du P.E.P.S., PO BOX 10380 Quebec, QC G1V 4C7 418 563-6916 Marie-josee.michaud@nrcan-rncan.gc.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

The Project Authority for the Standing Offer is (identified in the call-up against the Standing Offer).

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

7.5.3 Offeror's Representative Name:

Title: Company: 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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> 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**.



7.8 Call-up Procedures and Instrument

NRCan will not limit the granting of the number of SOs and will not establish any ranking or proportional basis. The authorized call-up authority may choose whichever SO to use.

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.

- Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- 2. The Work will be authorized or confirmed by the Identified User(s) using form 942, Call-up Against a Standing Offer.
- 3. A call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.8.1 Procedure for non-listed SO analysis

For any non-listed SO analysis requirement, 20% of the total call-up value, before applicable taxes, will be permitted within the limitation of the call-up value.

A written authorization from the SO Authority is requested prior to include a non-listed SO analysis into a call-up. Before initiating a request, authorized users must contact the SO Authority for prior approval.

The email sent to the SO Authority must include:

- The statement "Request for authorization to purchase a non-listed SO analysis";
- A SO holder's quote containing the description of the required analysis;
- Unit price per analysis (applicable taxes excluded).

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$ 40,000.00** (Goods and Services Tax or Harmonized Sales Tax included and all amendments).

The Offeror must not perform any work or services or supply any articles in response to a call-up(s), which would cause the total cost to Canada to exceed the said sum.



7.10 **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 (2022-01-28), General Conditions Standing Offers Goods or Services;
- d) the supplemental general conditions <u>4007</u> (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- e) the general conditions 2035 (2022-05-12), General Conditions Higher Complexity
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Quarterly reports;
- the Offeror's offer dated _____ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____ " or "as amended on _____ " and insert date(s) of clarification(s) or amendment(s) if applicable).

7.11 Certifications and Additional Information

7.11.1 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.

7.11.2 SACC Manual Clauses

M3020C (2016-01-28) Status of Availability of Resources

7.12 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 Québec.



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

<u>2035</u> (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

7.2.2 Supplemental General Conditions

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

7.3 Term of Contract

7.3.1 Period of the Contract

As stated in the call-up against the Standing Offer.

7.3.2 Delivery Date

The work and delivery must be completed 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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment - Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the call-up, to a limitation of expenditure of *\$_____ (to be completed at time of call-up, not to exceed \$40,000.00 per individual call-up, including applicable taxes).* Customs duties are included and applicable taxes are extra.



7.5.1.1 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ ______. (Insert le amount of Limitation of Expenditure from 7.5.1) Customs duties are included and applicable taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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 contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Offeror 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.

7.5.2 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid by Direct Deposit (Domestic and International).

7.5.3 Method of Payment - Single Payment

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

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

7.5.4 SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)



7.6 Invoicing Instructions

Invoices shall be submitted by email:

E-mail:

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: ______ (will be identified at contract award)

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

7.7 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.

7.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

7.9 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the offeror 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 <u>boa.opo@boa-opo.gc.ca</u>.



ANNEX A - STATEMENT OF WORK

TGI-6 Program – Re-Os geochronological analyses

SW1 - Situation

The TGI-6 Program requires an external contractor to perform geochronological analysis by rheniumosmium (Re-Os) for direct dating of sulphide associated with mineralization in various deposit types (e.g., Re-Os dating of arsenopyrite, molybdenite, ±pyrite, ±chalcopyrite and ±pyrrhotite) and for dating of carbonaceous-hydrocarbon-rich material (e.g., petroleum source-rocks such as shales, and natural hydrocarbons). The GSC geochronology laboratories do not offer this type of dating at the moment. The data obtained from the proposed analytical techniques is essential to reliably constrain the absolute age of mineralization and timing/duration of mineralizing events in Canadian ore-forming systems and help identify source-rocks and establish the key parameters responsible for transport and deposition of metals and hydrocarbons. Performing Re-Os geochronology as part of the TGI-6 Program and its Ore Systems project will directly support the various thematic studies of ore systems undertaken by the GSC. The specific studies that are part of the TGI-6 Program aim at enhancing exploration efficiency through the acquisition of new geoscience knowledge focused on regions in and around established and emerging mineral camps, which could translate into vectoring tools towards buried mineral deposits. Having access to state-of-the-art Re-Os geochronology will contribute at achieving the TGI-6 outcomes.

Re-Os direct dating of sulphide and carbonaceous materials is a state of the art technique that provides the absolute age of sulphide minerals and favourable source and host rock units. The data collected can then be assessed by comparison with other recognized age constraints to determine the timing of the mineralizing event in a given deposit. In order to produce reliable Re-Os results, and thus a reliable constraint for ore-forming systems, a good understanding of the Re-Os system as well as its behaviour and robustness are critical. Although Re-Os dating of molybdenite, and to a lesser extent arsenopyrite, have proven to be reliable geochronometers over the past decade, the direct dating of "low-level" sulphide minerals (e.g., pyrite, pyrrhotite, chalcopyrite), as commonly found in various hydrothermal ore-forming systems, is still being tested by research laboratories and is widely debated in the literature. Similarly, work on organic-rich shales and hydrocarbons (e.g. bitumen) continues to evolve and contribute to a better understanding of metal-rich and petroleum-hydrocarbon-bearing rocks and oreforming processes from source to trap.

SW2 - Definition of needs and range

Natural Resources Canada, acting through the TGI-6 Program, will require Re-Os spiked (mixed, double, or triple spike solutions) isotopic analysis and geochronological analyses.

Analysis types include, depending on the nature and composition of the material to analyse:

- Re-Os dating of molybdenite, 187Re and 187Os measurements and single analysis Model Age, including mineral and chemical separation
- Re-Os isochron on sulphide mineral, including a minimum of 5-7 analysis points.



- Re-Os single analysis Model Age on sulphides other than molybdenite (arsenopyrite, ±pyrite, ±chalcopyrite, ±pyrrhotite)
- Re-Os isotope dating of organic-rich material (e.g., shales and hydrocarbons)
- Re-Os isotopic analyses of whole-rock powders
- Mineral and chemical separation (if samples not already prepared by NRCan scientists)

<u>SW3 - Duties to perform</u>

The data will need to be reported as follows:

Reporting of Data

A written report will be submitted to no later than March 15th of each year during standing offer period when samples were submitted. This report will contain all relevant isotopic data, such as would routinely be included in scientific papers. This includes the following:

- a description of analytical techniques and method of data presentation (model age vs isochron diagram)
- analyzed mineral description
- sample number and weight
- description of the analytical Re-Os isotopic results
- tabulation of the isotopic data (spike, including the following depending on analytical technique: sample weight, total Os (ppb) ± uncertainty, amount of radiogenic 187Re (ppb) ± uncertainty; amount of radiogenic 187Os (ppb) ± uncertainty; amount of common Os (ppb); 187Re/188Os ratio ± uncertainty; 187Os/188Os ratio ± uncertainty), rho value, model age ± uncertainty and/or
- isochron plot including age ± uncertainty, initial 1870s/1880s ratio, MSWD
- interpretation of the results that takes into account scattering of data, and the possible effects of metamorphism and alteration on the isotopic system

NRCan will not provide any material, logistic or personnel support for the analyses.

NRCan 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



ANNEX B - BASIS OF PAYMENT

(to be inserted at Standing Offer award)



ANNEX C – QUARTERLY REPORT

The Offeror must e-mail their completed usage report to the SO Authority on a quarterly basis, in accordance with the Standing Offer and Resulting Call-ups.

All information must be completed by the Offeror, if any information is unavailable the Offeror must provide a reason.

At a minimum, usage reports must include the following information:

Standing Offer Number; Quarter; Supplier Name; Number of Call-ups reported; Project Authority e-mail address & e-mail address of the person placing the Call-up; Call-ups Number; Date of Contract, format (DD-MMM-YYYY); Product or Service Description; Quantity Ordered; Total Price.



APPENDIX 1 - EVALUATION CRITERIA

Canada

Offerors 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 Offerors.

Offerors 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.

Offerors 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 2018 to December 2018; project two time frame is October 2018 to January 2018; the total months of experience for these two project references is seven (7) months.

1. **Technical Criteria**

1.1 Mandatory Evaluation Criteria

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

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	The Offeror MUST propose one or more geochronologists holding a PhD in the field of Earth Sciences.		
	To be considered, the proposed resource(s) MUST hold the afore-mentioned degree, issued from a recognized Canadian university or its equivalent as established by a recognized service for qualification evaluation in Canada*, if the degree or certificate was issued abroad.		
	*The list of recognized organisations can be found in the website of <i>Canadian Information Centre for International Credentials</i> at: <u>https://www.cicic.ca/</u>		
	A CV of the proposed resource(s) must be provided.		
M2	The Offeror MUST demonstrate that they have access to a lab with the capacity to determine Re and Os concentrations and isotope ratios to carry out the required work under the Statement of Work.		
	The Offeror MUST provide the address of the facility and should		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
	 include: 1) a listing of the instruments (brand, model and installation year); and 2) a description of sample preparation and analytical techniques necessary to carry out the required work under the Statement of Work. 		
M3	The Offeror MUST demonstrate by providing a list of five (5) publications that their proposed resource(s) authored/co-authored where the following techniques and quality control procedures were used and described:		
	1) Determine Re and Os concentrations and ratios in sulphides (molybdenite, arsenopyrite, ±pyrite, ±chalcopyrite, ±pyrrhotite), in whole-rock samples, and in organic-rich materials, by isotope dilution mass spectrometry using Carius-tube, solvent extraction, anion chromatography and negative thermal ionization mass spectrometry (N-TIMS) techniques OR through a technique that produces results of comparable quality.		
	AND		
	2) Mixed, double, or triple spike solutions used as part of the Statement of Work must be internationally recognized (e.g., previously published internal standards and/or commercially available).		
	AND		
	3) Total procedural blanks for Re and Os must be less than 3 (Re) and 2 (Os) picograms, respectively.		
	AND		
	The Offeror SHOULD provide a link to their webpage where these specific techniques are described		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M4	The Offeror MUST provide a list of five (5) publications that their proposed resource(s) authored/co-authored that span at least five (5) years within the last ten (10) years on Re-Os dating in mineralized systems projects, to demonstrate that they have over five (5) years of experience in producing Re-Os dates in mineralized systems within the 10 years preceding bid solicitation closing date.		
M5	The Offeror MUST demonstrate by providing a list of five (5) publications that their proposed resource(s) authored/co-authored where conditions a) and b) were attained.		
	a) have used internationally recognized and/or previously published in-house Re and Os standards (e.g., Durham Romil Osmium Solution provided by the International Association of Geoanalysts)		
	AND		
	b) The results of the measured concentrations for these Re and Os standards in each of the proposed types of analysis must be within analytical uncertainty of their target values at 2σ . The Offeror MUST also demonstrate that model age precision is as least 2% or better at the 2σ level of analytical uncertainty.		
	AND		
	The Offeror SHOULD provide a link to their webpage where these specific techniques are described.		

APPENDIX 2 - FINANCIAL PROPOSAL FORM

1. Firm Price

Offeror tendered all-inclusive firm price per sample to perform the work is Canadian funds (applicable taxes excluded).

Any Travel and Living Expenses, transportation/shipping, <u>disposal and storage up to two (2) months</u> and other miscellaneous expenses <u>must be included in the firm price</u>.

	Firm Price per Sample for Analysis including mineral separation and preparation (Applicable Taxes Excluded)				
		Initial Period		Option	Period
Description of Re-Os Analysis	From September 6, 2022 to September 5, 2023	From September 6, 2023 to September 5, 2024	From September 6, 2024 to September 5, 2025	From September 6, 2025 to September 5, 2026	From September 6, 2026 to September 5, 2027
Re-Os single analysis Model Age on molybdenite	\$	\$	\$	\$	\$
Re-Os isochron on sulphide mineral, 5-7 analysis points	\$	\$	\$	\$	\$
Re-Os single analysis Model Age on arsenopyrite.	\$	\$	\$	\$	\$
Re-Os isotope dating of organic-rich material (e.g., shales and hydrocarbons)	\$	\$	\$	\$	\$
Re-Os isotopic analyses of whole-rock powders	\$	\$	\$	\$	\$
TOTAL	\$ (A)	\$ (B)	\$ (C)	\$ (D)	\$ (E)
TOTAL A + B + C + D + E (Total Firm price for evaluation purposes			\$		