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The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP.

Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

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



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

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

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

Part 5 Certifications 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 the Federal Contractors Program for Employment Equity – Certification.

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:

1.2.1 To provide support to CanmetMINING in chemical elemental analysis of solid and liquid samples containing rare earth elements (REE), on an “as and when required basis”.

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 (2022-03-29) 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 1 and 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**
- **Under Subsection 2 of Section 20:** Not applicable

2.2 Submission of Bids

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document:

Brenda.Harlow@nrcan-rncan.gc.ca

IMPORTANT

It is requested that you write the following information in “Subject” of the e-mail:

NRCan-5000067930 - Analytical Services for Rare Earth Element Samples

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

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

The onus is on the Bidder to ensure that the proposal 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 bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.



Bidders must submit all proposals electronically. Given the current constraints on NRCan's networks, the electronic mail system has a limit of 1GB per single message received. Bidders are asked to contact the Contracting Authority to confirm receipt of their bid. NRCan encourages bidders to submit all bids earlier than the closing time in order to ensure sufficient time to be received in NRCan's server.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 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 10 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



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)

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 "B". 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.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix "B" – 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 28 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 40 points.
2. Bids not meeting (choose (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).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
	Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score	115/135	89/135	92/135	
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating	84.18	73.15	77.70	
Overall Rating	1st	3rd	2nd	



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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.



The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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 OR Requirement

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2010B](#) (2022-01-22), 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).

7.3 Dispute Resolution

Mediation

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

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.



Meaning of "Dispute"

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

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

7.4 Security Requirements

7.4.1 There is no security requirement applicable to 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.

7.5.3 *Option to Extend the Contract*

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional one-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 30 calendar days 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 (to be provided at contract award)*

The Contracting Authority for the Contract is:

Name:

Title:

Organization: Natural Resources Canada

Address:



Telephone:
E-mail address:

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

Before contract awarded, delete this title and the following sentence if the contract is not with a former Public Servant and edit the following bullets.

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

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex “B” , to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.9.1.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. (*Insert the amount of Limitation of Expenditure from 7.9.1*) 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 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

Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.



7.9.3 Discretionary Audit

The estimated amount of profit included in the Contractor's price or rate certification is subject to audit by Canada, before or after payment is made to the Contractor under the conditions of the Contract. The purpose of the audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated firm price and fixed-time rate contracts performed during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the Contractor must repay Canada the amount found to be in excess.

7.10 Invoicing Instructions

Due to Covid-19, NRCan will only accept invoices as follows:

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: _____ (to be provided at contract award)

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 _____. (Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)

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 general conditions [2010B](#) (2022-01-22), General Conditions – Professional Services - Medium Complexity;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on _____ " *or* ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.14 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor) (*to be confirmed at contract award*)

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.



ANNEX “A” - STATEMENT OF WORK

SW.1.0 Title

Analytical Services for Rare Earth Element Samples

SW.2.0 Background

Global demand for critical minerals is increasing to support the transition to a low carbon and green economy. Canada can leverage its mining and processing expertise and world leading environmental, social and governance credentials, to become the global supplier of choice for clean and advanced technologies. NRCan 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 advance Canadian mining projects to production and maximize Canadian value and benefits.

This requirement focuses specifically on the provision of quantitative chemical analysis services to support the ongoing research studies at CanmetMINING.

SW.3.0 Objective

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

SW.4.0 Project Requirements

SW.4.1 Work to be performed

The task consists of an ongoing support for quantitative determination of major and minor elements contained in various samples generated in the physical and chemical processing of rare earth ore samples. This include providing chemical analyses, on both solid and liquid samples, using Inductively Coupled Plasma - Mass Spectrometry (ICP-MS) and/or Inductively Coupled Plasma - Atomic Emission Spectroscopy (ICP-AES) and/or X-Ray Fluorescence (XRF).

Note that for solid samples, the sample preparation method for analyzing REE **must** be done using the lithium borate fusion technique. Other preparation method will not be accepted.

NRCan will:

- a. Prepare solid samples by placing approximately 5-10 grams into plastic/glass bottle.
- b. Prepare liquid samples by placing a minimum 20 ml of the solution in plastic/glass bottle.
- c. Label the samples with Sample ID, package the samples for shipment.
- d. Complete and send the ‘Request for Analysis’ form to laboratory along with a list containing information on the batch of samples submitted: Sample ID, sample type, mineralogy, sample size, requested preparation and measurement method, requested turn-around time etc., where applicable or known.

The Contractor will:

- a. Provide a “Request for Analysis” form.
- b. Provide a quotation of the request as according to the ‘Request for Analysis’ form and the unit cost rates indicated in Annex B “Basis of Payment”.
- c. Arrange for sample package pick-up.



- d. Perform the analyses “as received” using the type of analytical packages requested.
- e. Provide an analytical report following the completion of the requested analytical services, within the turnaround timeframe specified.
- f. Will keep all unused portions of the samples for a minimum of thirty (30) days from the date the samples are received for analysis, after which it is the Contractor’s responsibility to dispose of any unused samples, packing material, and containers used to hold the samples. All costs related to the disposal of the samples will be at the expense of the analytical laboratory.
- g. All costs related to the shipping of the samples between NRCan offices located on Ottawa, Ontario and the analytical laboratory will be the responsibility and at the expense of the analytical laboratory.
- h. The Primary contact will act from the time of requesting for sample analysis and the shipping/receiving of samples, to the returning of chemical analysis back to NRCan

SW.4.1.1 Procedures

The following will be applied to each request:

1. NRCan will complete the ‘Request for Analysis’ form (as provided by the supplier) along with a list containing information on the batch of samples submitted: Sample ID, sample type, mineralogy, sample size, requested preparation and measurement method, requested turnaround time etc., where applicable or known.
2. The analysis laboratory will confirm receipt of the ‘Request for Analysis’ form, and will provide a detailed quotation of the request based on the unit cost rates indicated in Annex B “Basis of Payment”.
3. Upon confirmation from NRCan, the contractor will make arrangements for the shipping of the samples from NRCan facilities to the Contractor’s analysis facility. Turn-around time commences when NRCan confirms the samples are ready for pickup from NRCan. The contractor will perform the analysis within the agreed turnaround time frame.
4. The contractor will email analysis report to the NRCan representative as indicated on the ‘Request for Analysis’ form.
5. The contractor disposes of packing material, and containers used to hold the samples. The unused portions of the samples can be disposed after a minimum 30 days.

SW.4.1.2 Analytical Requirements

The following service packages will be required.

1) Preparation of coarse pulp or crushed rocks:

Package 1: Pulverization using mild steel

2) Solid Sample Analysis – Whole Rock XRF:

The oxides required and their typical sample concentrations are provided in the tables below. List ALL analytical package(s) required to analyze all the oxides listed in the full concentration range as shown below.

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

Package 2A: Whole Rock XRF



Oxide	Unit	Typical Sample Concentrations
Al ₂ O ₃	%	1.0 – 16.0
CaO	%	2.0 – 18.0
Fe ₂ O ₃	%	0.1 – 16.0
K ₂ O	%	0.3 – 5.0
MgO	%	0.1 – 4.0
MnO	%	0.05 – 0.7
Na ₂ O	%	0.2 – 6.0
P ₂ O ₅	%	0.05 – 0.2
SiO ₂	%	0.04 – 70.0
TiO ₂	%	0.3 – 1.0
Loss on Ignition	%	0.5 – 6.5

3) Solid Sample Analysis – REE using ICP:

Solid analysis using ICP **must** be done by lithium borate fusion quenched in diluted acid followed by ICP-AES and/or ICP-MS.

The elements/oxides required and their typical sample concentrations are provided in the table below. List ALL analytical package(s) required to analyze everything listed in the full concentration range as shown below. For example, if the standard package for REE does not include scandium, list any additional package required for scandium analysis.

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

Package 3A: REE Solid

Oxide	Unit	Typical Sample Concentration
Al ₂ O ₃	%	1.0 – 16.0
CaO	%	2.0 – 18.0
Fe ₂ O ₃	%	0.1 – 16.0
K ₂ O	%	0.3 – 5.0
MgO	%	0.1 – 4.0
MnO	%	0.05 – 0.7
Na ₂ O	%	0.2 – 6.0
P ₂ O ₅	%	0.05 – 0.2
SiO ₂	%	0.04 – 70.0
TiO ₂	%	0.03 – 1.0
Loss on Ignition	%	0.5 – 6.5

Symbol	Element	Unit	Typical Sample Concentration
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Ce	Cerium	ppm	100 – 300,000
Co	Cobalt	ppm	10 – 150,000
Dy	Dysprosium	ppm	20 – 20,000
Er	Erbium	ppm	10 – 15,000
Eu	Europium	ppm	3 – 1,300
Gd	Gadolinium	ppm	10 – 22,000
Hf	Hafnium	ppm	10 – 500
Ho	Holmium	ppm	10 – 5,000
La	Lanthanum	ppm	50 – 150,000
Lu	Lutetium	ppm	3 – 1,500
Nb	Niobium	ppm	10 – 1,200
Nd	Neodymium	ppm	100 – 150,000
Ni	Nickel	ppm	10 – 150,000
Pb	Lead	ppm	60 – 800
Pr	Praseodymium	ppm	30 – 40,000
Sc	Scandium	ppm	1 – 30,000
Sm	Samarium	ppm	20 – 30,000
Tb	Terbium	ppm	3 – 3,000
Th	Thorium	ppm	1 – 1,000
Tm	Thulium	ppm	3 – 2,000
U	Uranium	ppm	0.5 – 1,500
V	Vanadium	ppm	5 - 30
Yb	Ytterbium	ppm	20 – 11,000
Y	Yttrium	ppm	50 – 110,000
Zr	Zirconium	ppm	100 – 150,000

Package 3B: Carbon Solid

Symbol	Element	Unit	Typical Sample Concentration
C	Carbon (total)	%	0.01 – 3.0

Package 3C: Chlorine Solid

Symbol	Element	Unit	Typical Sample Concentration
Cl	Chlorine	%	0.01 – 1.0

Package 3D: Fluorine Solid

Symbol	Element	Unit	Typical Sample Concentration
F	Fluorine	%	0.01 – 1.0

Package 3E: Sulphur Solid



Symbol	Element	Unit	Typical Sample Concentration
S	Sulphur	%	0.002 – 3.0

4) Liquid Sample Analysis:

The typical sample concentration for each element is provided in the table below. List ALL analytical package(s) required to analyze all the elements listed in the full concentration range as shown below. For example, if the elemental concentrations are higher than the standard concentration range for some elements, list any additional over-range package required.

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

Package 4A: Liquid

Symbol	Element	Unit	Typical Sample Concentration
Al	Aluminum	mg/L	0.2 – 1,000
Ca	Calcium	mg/L	0.6 – 350
Ce	Cerium	mg/L	0.1 – 12,000
Co	Cobalt	mg/L	0.5 – 500
Dy	Dysprosium	mg/L	0.05 – 600
Er	Erbium	mg/L	0.04 – 300
Eu	Europium	mg/L	0.03 – 50
Fe	Iron	mg/L	0.01 – 5,500
Gd	Gadolinium	mg/L	0.03 – 800
Hf	Hafnium	mg/L	0.001 – 0.5
Ho	Holmium	mg/L	0.02 – 200
K	Potassium	mg/L	0.3 – 100
La	Lanthanum	mg/L	0.02 – 5,000
Li	Lithium	mg/L	0.01 – 7
Lu	Lutetium	mg/L	0.03 – 500
Mg	Magnesium	mg/L	0.05 – 100
Mn	Manganese	mg/L	0.05 – 100
Na	Sodium	mg/L	0.6 – 700
Nd	Neodymium	mg/L	0.05 – 5,000
Ni	Nickel	mg/L	0.5 – 500
Nb	Niobium	mg/L	0.05 – 0.5
P	Phosphorus	mg/L	0.2 – 2.0
Pb	Lead	mg/L	0.01 – 5
Pr	Praseodymium	mg/L	0.03 – 2,000
Sc	Scandium	mg/L	< 0.07 – 1
Si	Silicon	mg/L	0.5 – 2,000



Sm	Samarium	µg/L	0.04 – 800
Tb	Terbium	mg/L	0.03 – 200
Th	Thorium	mg/L	0.03 – 10
Tm	Thulium	mg/L	0.02 – 50
U	Uranium	mg/L	0.01 – 1
V	Vanadium	mg/L	1 – 500
Y	Yttrium	mg/L	0.04 – 3,000
Yb	Ytterbium	mg/L	0.06 – 200
Zn	Zinc	mg/L	0.5 – 50
Zr	Zirconium	mg/L	0.03 – 4

Package 4B: Chloride Liquid

Symbol	Element	Unit	Typical Sample Concentration
Cl	Chloride	mg/L	0.1 – 500

Package 4C: Fluoride Liquid

Symbol	Element	Unit	Typical Sample Concentration
F	Fluoride	mg/L	0.1 – 100

Package 4D: Phosphate Liquid

Symbol	Element	Unit	Typical Sample Concentration
PO ₄	Phosphate	Mg/L	uncertain

Package 4E: Sulphate Liquid

Symbol	Element	Unit	Typical Sample Concentration
SO ₄	Sulphate	mg/L	0.1 – 2,500

SW.5.0 Output and Deliverables

The Contractor will provide, in digital format, an analytical report following the completion of each request. The report will be provided by email to the NRCan representative as indicated on the 'Request for Analysis' form, in a consistent Microsoft Excel-compatible format. The sample ID in the report must match exactly the manifest list provided by NRCan.

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

- Date the analytical report was compiled
- Sample preparation method used
- Analytical instrumentation used (i.e. ICP-AES, ICP-MS, XRF)



- Sample ID and corresponding results of analyses
- Elemental totals of the oxides in the solid samples, when applicable. Mass Balance is used by NRCan to check the quality of the analytical result, and should be totaling 98 to 101%.
- For each element, the Lower and/or Upper Detection Limits
- Units of measurement (ppm, ppb, %)
- Samples size fraction analyzed, where applicable or known
- Sample weight used for each analytical method, and if not fixed, the weight used for each analysis.

SW.6.0 Sample Turnaround Times

Prepared sample will be submitted to the Contractor in batches of typically 10 to 50 samples.

Typical sample turnaround times should be within four (4) weeks from the time NRCan notifies the contractor that the samples are ready to be picked up at NRCan. The Contractor must have the capability to meet the sample turnaround time in 90% of circumstances. In the exceptional circumstance that the turnaround time cannot be met, the Contractor must indicate this at the receipt of the 'Request for Analysis Form', prior to sample shipment.



ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)



APPENDIX “A” - EVALUATION CRITERIA

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

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

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

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

1. Technical Criteria

1.1 Mandatory Evaluation Criteria

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

Mandatory Evaluation Criteria

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Offeror’s Proposal
M1	<p>Primary Contact</p> <p>The Bidder MUST identify the Primary contact responsible for coordinating the work. The Primary contact will act from the time of requesting for sample analysis and the shipping/receiving of samples, to the returning of chemical analysis back to NRCan.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	<p>Accreditation and Experience</p> <p>The Bidder MUST demonstrate they have maintained at least ten (10) years of accredited experience in performing chemical elemental analysis on ores, and physical and chemical metallurgical processing products.</p> <p>To demonstrate the experience, the Bidder MUST indicate proof that they currently hold a valid ISO/IEC 17025 accreditation: General requirements for the competence of testing and calibration laboratories.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	<p>Solid Sample Analysis</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Offeror's Proposal
	<p>The Bidder MUST provide one project example with the name of project and date completed in which they used lithium borate fusion quenched in dilute acid for ICP analysis.</p> <p>*Project completed within the last five (5) years from date of bid solicitation closing on Page #1 of the RFP.</p>		

1.2 Evaluation of rated criteria

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

Proposals must achieve the stated minimum points required overall for the rated criteria to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:

Point Rated Evaluation Criteria

Point Rated Requirements:				
Item	Requirement	Points Breakdown for each requirement:	Max Points	Illustrated Compliance
R1	<p>Bidder's Experience using ICP and/or XRF</p> <p>To clearly demonstrate the experience, the following should be included in the proposal:</p> <ul style="list-style-type: none"> Brief details on five (5) projects within the last ten (10) years in which the Bidder provided chemical analytical services on REE in the past. 	<p>Up to 8 points per project for total of 40 points. Points awarded as follows:</p> <ul style="list-style-type: none"> Project Title and Date (2 point) Analytical methods utilized (3 points) Description and volume of analytical work performed (3 points) <ul style="list-style-type: none"> > 100 samples (2 points) 20 – 100 samples (1 point) < 20 samples (0 point) 	40	
Total Point Rated Criteria Points Available			40	
Total Points Available Overall			40	
Total Points Needed to be Considered Compliant (70%)			28	



APPENDIX “B” - FINANCIAL PROPOSAL FORM

Limitation of Expenditure – Firm Unit Prices

The unit cost rates in this table are used to determine the services cost. Please note that the effort in the table below only consists as an estimated for evaluation.

The unit cost rates offered by the bidder should be all-inclusive (in Canadian funds) prices. Applicable taxes are excluded. All costs related to the shipping of the samples between NRCan offices located in Ottawa, Ontario and the Contractor’s facility as well as disposal costs will be the responsibility and at the expense of the Contractor, any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

A	C	D	E
Analytical Requirements	Total Firm Unit Price	Quantity for Evaluation*	Total Bid Price** (CXD)
Package 1: Pulverization using mild steel		20	
Package 2A: Whole Rock XRF		200	
Package 3A: REE Solid		200	
Package 3B: Carbon Solid		20	
Package 3C: Chlorine Solid		20	
Package 3D: Fluorine Solid		20	
Package 3E: Sulphur Solid		100	
Package 4A: Liquid		100	
Package 4B: Chloride Liquid		50	
Package 4C: Fluoride Liquid		50	
Package 4D: Phosphate Liquid		50	
Package 4E: Sulphate Liquid		50	
Total Bid Price:			

* THE LEVEL OF EFFORT (QUANTITY) PRESENTED HEREIN IS USED FOR EVALUATION PURPOSES ONLY AND IT IS NOT A COMMITMENT BY CANADA.

** FOR ANY ERRORS IN THE CALCULATION, THE UNIT COST RATE SCHEDULE WILL BE UPHELD.