



Return Bids to:

Retourner Les Soumissions à:

Natural Resources Canada

Brenda.Harlow@nrcan-rncan.gc.ca

**Request for Proposal (RFP)
Demande de proposition (DDP)**

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

Comments – Commentaires

Issuing Office – Bureau de distribution

Finance and Procurement Management Branch
Natural Resources Canada

580 Booth Street
Ottawa, Ontario
K1A 0E4

Title – Sujet	
Ore Preparation Service	
Solicitation No. – No de l’invitation NRCan- 5000067916	Date August 22, 2022
Requisition Reference No. - N° de la demande 174013	
Solicitation Closes – L’invitation prend fin at – à 02:00 PM Eastern Daylight Savings Time (EDT) on – le October 3, 2022	
Address Enquiries to: - Adresse toutes questions à: Brenda.harlow@NRCan-RNCan.gc.ca	
Telephone No. – No de telephone	
Destination – of Goods and Services: Destination – des biens et services: Natural Resources Canada 555 Booth Street Ottawa, ON K1A 0G1	
Security – Sécurité There are no security requirements associated with this requirement.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l’entrepreneur	
Telephone No.:- No. de téléphone:	
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 du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie)	
_____	_____
Signature	Date



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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, Financial 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 and the Basis of Payment.

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to:

1.2.1 Provide ore preparation service for up to four (4) ore samples for metallurgical testing according to the specific project requirements.

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.

- **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: Delete entirely**

2.2 Submission of Bids

Bidders must submit all proposals electronically. Given the current constraints on NRCan’s networks, the electronic mail system has a limit of 15MB. 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.

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.

- Send proposals to this email address: Brenda.harlow@nrcan-rncan.gc.ca
- Contact the Contracting Authority Brenda Harlow by email at Brenda.harlow@nrcan.rncan.gc.ca.

IMPORTANT

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

NRCan-5000067916 - Ore Preparation Service

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.



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 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.

2.4 Enquiries - Bid Solicitation

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

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

2.5 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.

2.6 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 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)



- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid
- Section II: Inuit Benefits Plan
- Section III: Financial Bid
- Section IV: Certifications

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo tangs or binders.

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Annex "B".

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation



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

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Mandatory financial evaluation criteria are included in Appendix "B" – FINANCIAL Bid presentation sheet.

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



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, 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](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.



PART 6 – SECURITY

6.1 Security Requirements

There are no security requirements associated with this procurement.



PART 7 - RESULTING CONTRACT CLAUSES

Delete this title and the following sentence at contract award.

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2010B](#) (2022-01-28), General Conditions - Medium Complexity – Professional Services, apply to and form part of the Contract [If applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan)]

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

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

7.5 Authorities

7.5.1 Contracting Authority (*to be completed at contract award*)

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Natural Resources Canada (NRCan)

Procurement Services Unit

Directorate: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

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.



7.5.2 Project Authority (*to be completed at contract award*)

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work 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.

7.5.3 Contractor's Representative (*to be completed at contract award*)

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

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.



7.7 Payment

7.7.1 Basis of Payment

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.

7.7.2 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 7.7.1*) 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.

7.7.3 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.

7.8 Invoicing Instructions

Invoices shall be submitted using the following method:

<u>E-mail:</u>



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 completed at contract award*)

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

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2022-01-28), General Conditions - Medium Complexity – Professional Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (F) 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)*).

7.12 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

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

OR

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

7.13 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.



7.14 Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

- (a) 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.
- (b) 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.
- (c) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX "A"

STATEMENT OF WORK

SW1 Title: Ore Preparation Service

SW2 Background

Global demand for critical minerals is increasing to support the transition to a low emissions global economy. Canada can leverage its mining and processing expertise and world-leading environmental, social and governance credentials, and become the global supplier of choice for clean and advanced technologies. CanmetMINING is undertaking a significant effort in the research and development of critical minerals, such as rare earth elements (REE), nickel, cobalt, vanadium, graphite and lithium, in order to help advance Canadian mining projects to production and maximize Canadian value and benefits. As part of this program, we have a need for ore sample preparation services. Samples between 300 kg to 2000 kg each will have to be prepared for metallurgical processing research and development. This request for proposal focuses specifically on the ore preparation of up to four (4) ore samples.

SW3 Context and Objectives

CanmetMINING is expecting to receive up to four (4) bulk ore samples. Upon sample availability, the contractor is to provide ore preparation service for metallurgical testing according to the specific project requirements for each bulk sample below.

SW4 Project Requirements

SW4.1 Tasks, Deliverables, Milestones and Schedule

The following four (4) service packages will be required. Each package is dedicated to one (1) specific bulk ore sample.

1) The contractor may receive 2000 kg of bulk ore sample (TBC).

The contractor will:

- a) Homogenize the sample, split and bag into 1kg charges
- b) Select 10 charges and obtain a subsample from each charge for assay, to verify the samples were properly prepared and homogenized. Assays include W, Cu, Fe, S (Leco), Mg, Mn, Ca, Na, K, Si, Ba, Be, Bi, Co, Mo, Ni, Sr, Y, Zn, LOI
- c) Provide one whole rock analysis (XRF) for SiO₂ %, Al₂O₃ %, Fe₂O₃ %, MgO %, CaO %, Na₂O %, K₂O %, TiO₂ %, P₂O₅ %, MnO%, Cr₂O₃ %, V₂O₅ %, LOI %.
- d) Once CanmetMINING confirms homogeneity, ship the prepared samples (2000 x 1kg charges) to NRCan CanmetMINING facility located at 555 Booth Street in Ottawa.
- e) Submission of a report (in English) at the completion of each sample preparation service documenting the methods utilized during sample processing and providing evidence (particle size analysis and assay of subsamples) that the prepared ore meets the specifications provided.

2) The Contractor may receive 900 kg of bulk ore sample (TBC). The anticipated maximum size of the receiving ore is 4-6" (inches) in diameter.

The Contractor will, according to Figure 1 below:

- a) Homogenize the 900kg sample and split into three equal lots (~300kg each)
- b) Combine two lots (~600kg) and crush to a top size of minus 10 mm (to be confirmed), homogenize and split into four equal lots (~150kg each). Keep remaining one lot (~300kg) as is

- c) Further crush one lot (~ 150 kg) to a top size of minus 6 mesh (to be confirmed) homogenize and split into 1kg charges. Keep three lots (150 kg each) as is
- d) Select 10 charges and obtain a subsample from each charge for assay, to verify the samples were properly prepared and homogenized. Assays include Nb, La, Ce, Pr, Nd, Sm, Eu, Gd, Tb, Dy, Ho, Er, Tm, Yb, Lu, Y, Sc, U, Th, LOI
- e) Provide one whole rock analysis (XRF) SiO₂ %, Al₂O₃ %, Fe₂O₃ %, MgO %, CaO %, Na₂O %, K₂O %, TiO₂ %, P₂O₅ %, MnO%, Cr₂O₃ %, V₂O₅ %, LOI %.
- f) Once CanmetMINING confirms homogeneity, ship the prepared samples (3 x 150kg large lots and 150 x 1kg charges) to NRCAN CanmetMINING facility located at 555 Booth Street in Ottawa.
- g) Submission of a report (in English) at the completion of each sample preparation service documenting the methods utilized during sample processing and providing evidence (particle size analysis and assay of subsamples) that the prepared ore meets the specifications provided.

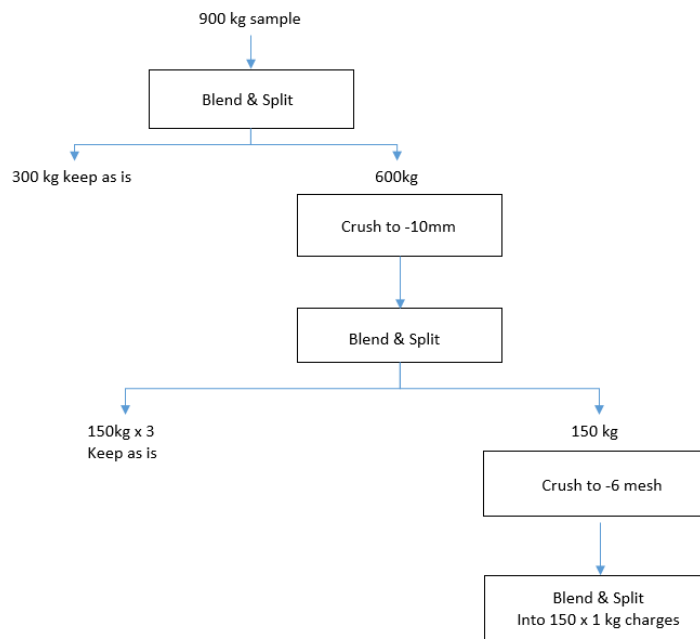


Figure 1: Ore prep of 900 kg bulk ore sample

3) The Contractor may receiving 300 kg of bulk ore sample (TBC). The anticipated maximum size of the receiving ore is 4-6" (inches) in diameter.

The Contractor will:

- a) Stage grind 300kg of bulk ore sample to a final top size of 25 micrometers. This will involve grinding to a top size of 200 micrometers followed by grinding with a Vertimill or ISAMill to a top size of 25 micrometers
- b) Homogenize the sample, split and bag into 1kg charges
- c) Select 10 charges and obtain a subsample from each charge for assay, to verify the samples were properly prepared and homogenized. Assays include Nb, La, Ce, Pr, Nd, Sm, Eu, Gd, Tb, Dy, Ho, Er, Tm, Yb, Lu, Y, Sc, U, Th, LOI
- a) Provide one whole rock analysis (XRF) for SiO₂ %, Al₂O₃ %, Fe₂O₃ %, MgO %, CaO %, Na₂O %, K₂O %, TiO₂ %, P₂O₅ %, MnO%, Cr₂O₃ %, V₂O₅ %, LOI %.
- d) Once homogeneity is confirmed by CanmetMINING, ship the prepared samples (300 x 1kg charges) to NRCAN CanmetMINING facility located at 555 Booth Street in Ottawa.



- e) Submission of a report (in English) at the completion of each sample preparation service documenting the methods utilized during sample processing and providing evidence (particle size analysis and assay of subsamples) that the prepared ore meets the specifications provided.

4) The contractor may receive 300 kg of bulk ore sample (TBC). The anticipated maximum size of the receiving ore is 4-6" (inches) in diameter.

The contractor will:

- a) Crush 300kg of bulk ore sample to a top size of -6 mesh (to be confirmed)
- b) Homogenize the 300kg of bulk ore sample, split and bag it into 1kg charges
- f) Select 10 charges and obtain a subsample from each charge for assay, to verify the samples were properly prepared and homogenized. Assays include Nb, La, Ce, Pr, Nd, Sm, Eu, Gd, Tb, Dy, Ho, Er, Tm, Yb, Lu, Y, Sc, U, Th, LOI
- c) Provide one whole rock analysis (XRF) for SiO₂ %, Al₂O₃ %, Fe₂O₃ %, MgO %, CaO %, Na₂O %, K₂O %, TiO₂ %, P₂O₅ %, MnO %, Cr₂O₃ %, V₂O₅ %, LOI %.
- d) Once CanmetMINING confirms homogeneity, ship the prepared samples (300 x 1kg charges) to NRCan CanmetMINING facility located at 555 Booth Street in Ottawa.
- e) Submission of a report (in English) at the completion of each sample preparation service documenting the methods utilized during sample processing and providing evidence (particle size analysis and assay of subsamples) that the prepared ore meets the specifications provided.

The Contractor will supply all labour, materials, and equipment necessary for preparing each bulk ore sample. CanmetMINING will confirm the crushing specifications at the award of the contract.

Note: All costs related to the shipping of the samples between NRCan offices located in Ottawa, Ontario and the Contractor's facility will be the responsibility and at the expense of the Contractor.

An initial meeting within ten (10) working days of signing the contract. The date, type (telephone or video-conference) will be decided jointly between NRCan and the Contractor. The objective of the meeting is to discuss the proposal, in general, and to clarify the schedule and the work breakdown table.

Schedule: 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, 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.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder’s Proposal
M1	<p>Bidder must provide a proposal including a work plan for fulfilling the mandate, specifically describing the work to be done to meet the requirements in the Statement of Work.</p> <p>The work plan must include:</p> <ul style="list-style-type: none"> - Identification of the Project Manager (primary contact); - Complete description of the ore preparation activities to be carried out for each of the four (4) bulk samples described in the Statement of Work. 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	<p>Bidder must demonstrate that they possess all necessary equipment, in good working condition, for completion of all requirements.</p> <p>To qualify, the bidder must list the make/model numbers of the equipment that will be used for each of the four (4) bulk samples requested to be ore prepped</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	<p>Bidder must provide evidence that QA/QC procedures will be utilized to eliminate sample cross-contamination.</p> <p>To qualify, the bidder must describe what protocols they will use to ensure to eliminate cross contamination between samples.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M4	<p>Bidder must indicate that sample turnaround time will be four weeks or less following notification from NRCan that the samples are ready to be picked.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



	To qualify, the bidder must include details of two (2) ore preparation projects in which they were able to hit a turn around time of four weeks or less.		
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APPENDIX “B” - FINANCIAL BID PRESENTATION SHEET

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
Service Packages	Total Firm Unit Price	Quantity for Evaluation*	Total Bid Price** (CXD)
Initial meeting within ten (10) working days of signing the contract (expected time – 1 hour)		1	
Package 1: 2000 kg bulk ore sample.		1	
Package 2: 900 kg bulk ore sample		1	
Package 3: 300 kg bulk ore sample (Stage grind)		1	
Package 4: 300 kg of bulk ore sample		1	
Total Bid Price (exclusive of taxes):			

*** 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.**