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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.

By signing its bid, the bidder confirms that they have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and certifies that:

1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.



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)/ CanmetMINING is seeking proposals from bidders to assess the markets for silica, to provide the necessary information to evaluate the feasibility and viability of their recovery from mine tailings. The three main objectives are:

- to provide a high-level review of major primary resources of silica in Canada and current silica projects and production;
- to understand the various applications and potential uses of silica; and
- to assemble information concerning end-use specifications.

1.2.2 Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

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

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (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](#) (2023-06-08) 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 “PWGSC”
Insert: “Natural Resources Canada.” and “NRCan”
- **At 02 Procurement Business Number:**
Delete: “Suppliers are required to”
Insert: “It is suggested that suppliers”
- **At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 1:**
Delete: in its entirety
- **At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2a:**
Delete: in its entirety

Insert: The only acceptable email address to use with CPC Connect for responses to bid solicitation issued by NRCan is: procurement-aprovisionnement@NRCan-RNCan.gc.ca
- **At 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2b:**
Delete: “six business days”
Insert: “five business days”
- **At 20, Further information, article 2b:**
Delete: in its entirety

2.2 Submission of Bids

Bidders must submit all proposals using the Canada Post Canada (CPC) Connect service. Given the current constraints on NRCan’s networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation.

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

Only bids submitted using CPC Connect service will be accepted.



At least five (5) business days before the bid solicitation closing date, it is necessary for the Bidder to send an email requesting to open CPC Connect conversation to the following address:

procurement-appvisionnement@NRCan-RNCan.gc.ca

Note 1: Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open CPC Connect conversation, as detailed in the Standard Instructions [2003 \(article 08, paragraph 2\)](#), or to send bids through CPC Connect message if the bidder is using its own licensing agreement for CPC Connect.

Note 2: Send as early as possible in order to ensure a response, Requests to open a CPC Connect conversation received after that time may not be answered.

IMPORTANT: It is requested that you write the bid solicitation number in "Subject" of the email:
NRCan- 500077277 Silica Market Research

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

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

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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 **5 business 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 5 business days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Basis for Canada's Ownership of Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following reasons: as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#)

1. Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:
 - 4.1 To generate knowledge and information for public dissemination.

2.8 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

- The Bidder must submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately saved documents as follows:

- Section I: Technical Bid
- Section II: Financial Bid (in a separate file)
- Section III: Certifications

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

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.)

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 Financial Bid Presentation Sheet in Appendix "2"



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

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 "1" Evaluation Criteria.

4.2.1 Highest Combined Rating of Technical Merit and Price

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 32 points overall for the technical evaluation criteria which are subject to point rating.
- The rating is performed on a scale of 53 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit.

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).



RFP # NRCan-500077277

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	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$
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, 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.

5.1.2.2 Aboriginal Designation

Who is eligible?

- a. An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

Our Company is NOT an Aboriginal Firm

Our Company is an Aboriginal Firm, as identified above.



5.2 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 *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Contractor must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

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

- Suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners;
- Suppliers that are a partnership do not need to provide a list of names.

Supplier's Legal Name: _____

OR

Name of each member of the joint venture:

Member 1: _____

Member 2: _____

Member 3: _____

Member 4: _____

Organizational Structure:

- corporate entity (shareholders) - provide the names of the current Board of directors
- privately owned corporation - provide a list of the owner's names
- sole proprietor - provide a list of the owner's names

LIST OF NAMES

LAST NAME	FIRST NAME	TITLE



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC *Manual* clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.3.3 Former Public servant

Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"

SIGNATURE for CERTIFICATION

The Contractor certifies having read and understood the information included in the present document and acknowledges receipt.

Name

Date

Signature of Authorized Representative



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 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*)

6.2 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.

6.2.1 General Conditions

[2010B](#) (2022-12-01), 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)]

6.2.2 Supplemental General Conditions

The following clauses apply to and form part of this contract:

[4007](#) (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nadine Gudbranson
Title: Procurement Officer
Natural Resources Canada Procurement Services Unit
Address: 580 Booth Street. Ottawa, ON. K1A 0E4
Telephone: 343-543-7068
E-mail address: nadine.gudbranson@NRCan-RNCan.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of



or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project or Technical Authority

The Project Authority for the Contract is:

Name: _____ (to be filled out at contract award)

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.

6.5.3 Contractor's Representative

Name: _____ (to be filled out at contract award)

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B" for a cost of \$ _____ (to be completed at contract award). Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.



6.7.3 Method of Payment

Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.8 Invoicing Instructions

Invoices shall be submitted using **the following method**:

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: _____

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

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (to be completed at contract award).

6.11 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 supplemental general conditions [4007](#) (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions [2010B](#) (2022-12-01), General Conditions - Medium Complexity – Professional Services);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (i) the Contractor's bid dated _____, (to be completed at contract award)



6.12 Foreign Nationals (Canadian Contractor)

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

6.13 Insurance - No Specific Requirement

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.

6.14 Dispute Resolution

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



ANNEX “A” STATEMENT OF WORK

SW.1.0 TITLE

Market Analysis for Silica/Silicate Recovery from Mine Tailings

SW.2.0 BACKGROUND

Under the Federal Budget 2021 funding for Critical Minerals Research and Development, there is focus on establishing Canadian value chains for critical minerals. These minerals are of vital importance to the green and clean technology-shift in the economy, high value technology products, and national defense. Developing reliable and robust supply chains for these minerals is important for the stability and growth of the Canadian economy.

Mine waste and tailings refer to the residuals remaining after the target mineral has been extracted from the ores. Natural Resources Canada is currently inventorying the scale of critical minerals potential in Canadian mine waste and mine tailings. This material, commonly at-surface and partially processed by traditional mining and milling, can be a rich secondary resource of critical minerals. Reprocessing from secondary resources can not only have a lower environmental impact compared to primary resource extraction, it can also have the benefit of reducing the remaining material volume and environmental liability of the final reprocessed waste. Reprocessing secondary resources promotes a circular economy and Environmental and Social Governance (ESG) and improves the sustainability of the critical mineral value chains.

While the composition of mine waste and tailings are site specific, silica (SiO₂) and silicate minerals commonly comprise the predominant volume of material contained in these secondary resources. To enable the future of secondary production of critical minerals and metals in Canada, there is a need to understand the current production, applications and usage, and market for silica.

SW.3.0 GOAL

The goal of this contract is to assess the markets for silica, to provide the necessary information to evaluate the feasibility and viability of their recovery from mine tailings. The three main objectives are:

- (1) to provide a high-level review of major primary resources of silica in Canada and current silica projects and production;
- (2) to understand the various applications and potential uses of silica; and
- (3) to assemble information concerning end-use specifications.

Further areas for research are discussed in SW.4.0.

SW.4.0 SCOPE OF WORK

CanmetMINING is a federal government laboratory with state-of-the-art equipment used to advance knowledge in applied mineralogy, reference materials certification, chemicals analyses, mineral processing, ecosystem risk management, and water management. In collaboration with the Canadian mining industry, CanmetMINING has many years of experience researching and working with mine tailings; and is currently leading an inventory project to compile information on mine waste and tailings sites in Canada.

The Canadian Minerals and Metals Plan (CMMP) is one of several tools to help advance the minerals and metals sector in Canada. It is a pan-national policy framework that aims to build on Canada’s position as a global mining leader and lay the foundation for a future looking industry that capitalizes on opportunities in an evolving global economy.

The Plan has six strategic directions, including one on the environment. As an area of action under the environment strategic direction, Canada’s Energy and Mines Ministers launched the pan-Canadian Mining Value from Waste (MVfW) initiative in 2018. This initiative focuses on reducing the environmental and social footprint of mine wastes by reprocessing it to recover metals/minerals and use it in other applications.

To enable innovative solutions that address policy and technical issues encountered by Canadian jurisdictions, NRCan has previously commissioned two key reports to inform the implementation of both the pan-national



CMMP and the federal Canadian Critical Minerals Strategy. The first report developed an implementation strategy for a MVfW initiative. The second report explored the federal/provincial-territorial (FPT) regulatory, legislative, and policy landscape as it relates to MVfW.

Many PTs have expressed significant interest in MVfW, and some are working to evaluate and amend their current legislation, regulation, and policy to support the development of MVfW projects. Reprocessing mine site tailings and waste is an innovative approach that when applied to mine sites (whether orphaned/abandoned or managed) would reduce environmental, health, safety and economic impacts and liability while generating additional economic value by extracting valuable minerals needed to supply a clean, modern economy. CanmetMINING and the CMMP Secretariat will be joint-Project Authorities (or PA) and will provide any available information to the contractor to help inform the market analysis.

This contract will have several parts as described in the following sections:

SW.4.1 Resources and projects (in Canada)

The Contractor will perform a high-level desktop review of the primary silica resources and projects in Canada, particularly with a focus on the projects that are currently in production, with the intent to provide an overview of the current status of Canada's silica industry, and commentary on the appetite of the industry/market in recovering and producing silica from mine tailings.

SW.4.2 Applications and uses (in Canada and the United States)

Minerals and metals only have economic value by virtue of their use or application. The Contractor will identify silica/silicate uses broadly and across North America. For example, what volume of silica/silicate is used to make glass, or to treat wastewater, or to make concrete? What are the reuse opportunities for silicate following these applications? How is silica used in semiconductors and green energy components e.g. solar, wind?

SW.4.3 End-user specifications

Directly related to SW.4.1, the Crown understands that each use or application of silica/silicate will have end-user specifications such as granular size, shape, density, structure, and grade/purity. The contractor will assemble a representative set of data to the extent possible to reflect in general the market requirements and market commodity value for this material.

SW.4.4 Project reporting

The Contractor will draft three summary reports for the work undertaken in SW.4.1 and SW.4.2, and SW.4.3. The PA will review each summary report and provide feedback. Following the third summary report, the Contractor will assemble the final draft report (comprised of the summary reports) taking into account the PA's prior feedback. The Crown will review the final draft report and provide a final set of comments after which the Contractor will finalize the report. The Contractor will prepare and present a summary presentation of the findings and recommendations.

Ultimately, the Crown wants to learn from the following questions:

- What is the availability of silica/silicate primary resources in Canada?
- What markets exist for silica/silicate that can be produced from mine tailings?
- What are the end user applications and specifications for these markets?
- What is the value of this commodity at the point of use?



SW.5.0 PROJECT REQUIREMENTS

The Project Authority and the Contractor will meet within 10 days of the project's formal awarding to review the subject matter, the project's objectives, the deliverables and the timelines. Following the project initiation meeting, the Contractor will prepare a detailed work plan, to help guide the work and manage expectations.

SW.5.1 Tasks, Deliverables, Milestones and Schedule

Tasks	Deliverables/Milestones	Time Schedule (to be confirmed)
0. Project Initiation Meeting – Review/confirm objectives, scope, and deliverables	Detailed project work plan	Within 10 working days of Contract Award Date (CAD).
1. Resources and projects – Assemble/analyze data – Prepare summary report 1	Info assembled, draft report 1 submitted; PA provides feedback	Dec 15, 2023
2. Applications and uses – Assemble/analyze data – Prepare summary report 2	Info assembled, draft report 2 submitted; PA provides feedback	January 26, 2024
3. End-user specifications – Assemble/analyze data – Prepare summary report 3	Info assembled, draft report 3 submitted; PA provides feedback	February 23, 2024
4. Reporting – Prepare draft final report based on PA feedback – Finalize and present the report	Draft final report submitted Final report submitted Presentation made	March 22, 2024

SW.5.2 Reporting Requirements

It is the responsibility of the Contractor to ensure that the Contract requirements are met and that deliverables are submitted on time and on budget and are of an acceptable quality. The project schedule will be confirmed at the project initiation meeting.

The Contractor is expected to provide progress updates to the Project Authority and/or delegates. Informal exchanges on the project and related topics are welcome and encouraged at any time during the life of this project.

SW.5.3 Method and Source of Acceptance

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

SW.5.4 Confidentiality

The Contractor agrees to hold all data provided by Natural Resources Canada as confidential. The Contractor also agrees to not disclose any information through the work, where that information has been identified as confidential.



SW.5.5 Specifications and Standards

The reports, and any related documents, shall be delivered in an electronic format compatible with Microsoft Word. Portable Document Format (PDF) or other formats that cannot be manipulated will not be accepted.

The deliverables shall be prepared in either of Canada's official languages. The Project Authority will decide whether and how the report(s) will be used or published.

SW.6.0 OTHER TERMS AND CONDITIONS OF THE STATEMENT OF WORK

SW.6.1 Contractor's Obligations

Over the course of the project life, the Contractor shall:

- Keep all documents and proprietary information confidential;
- Return all materials belonging to Crown upon completion of the Contract;
- Consult with any public and private sector experts as required; and/or,
- Participate in teleconferences, as needed.

SW.6.2 NRCan's Obligations

- Access to a staff member who will be available to coordinate activities;
- Provide comments on draft reports within five (5 working days); and/or,
- Provide other assistance or support as required to advance the contract.

SW.6.4 Location of Work, Work Site and Delivery Point

The work is expected to be completed in the Contractor's place of business. The Crown will not reimburse the Contractor for any travel expenses or disbursements but these can be factored into the proposed budget.

Work will be delivered to the Project Authority.

SW 6.5 Scientific Integrity Policy:

In satisfying the requirements of this agreement, the Recipient is encouraged to comply with the provisions and intent of the NRCan Scientific Integrity Policy (SIP) and to discharge its contractual obligations in support of research, science, or related activities in a manner consistent with all relevant NRCan SIP provisions. For more information on the Scientific Integrity Policy, please visit the NRCan website at:

<https://www.nrcan.gc.ca/scientific-integrity/21665#a20>



ANNEX "B" BASIS OF PAYMENT

(Will be completed at contract award)



APPENDIX “1” - EVALUATION CRITERIA

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

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

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

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

1. Technical Criteria

1.1 Mandatory Evaluation Criteria

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

Criterion ID	Mandatory Criteria	Proposal Page #	Met/ Not Met
M1	<p>Work Plan</p> <p>The Bidder MUST propose a detailed work plan specifically describing the work to be done to meet the requirements with a full description of how all deliverables described in this Statement of Work will be met.</p> <p>The work plan should include:</p> <ul style="list-style-type: none"> - Detailed information on the activities to be carried out and the approach to completing the activities. - A table showing the breakdown of all activities to be performed, the anticipated number of work hours to complete each task, with the anticipated schedule including all deliverable dates. 		
M2	<p>Bidders Proposed Resource(s) Experience The Bidder MUST propose at least one resource who have experience with the silica industry and/or in performing market analysis research.</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:

Criterion ID	Point Rated Technical Criteria	Points Breakdown for each requirement:	Maximum Points	Proposal Page #
R1	<p>The Bidders should demonstrate the following corporate activities they have implemented to promote anti-racism and diversity within their organisation:</p> <ul style="list-style-type: none"> a. The bidder has internally published policies or commitments on anti-racism and inclusiveness; b. The bidder has publicly available organisational commitments to a diverse workforce; c. The bidder’s employees are mandated to take mandatory training on anti-racism d. The bidder’s employees are mandated to take unconscious bias training; e. The bidder has developed internal staffing and/or recruitment strategy(ies) to increase representation of underrepresented groups in their workforce. <p>The bidder should provide details of the following activities.</p> <p>For activities described in a. and b. (policy and commitments), the bidder should provide copies of policy or commitment documents including their effective date.</p> <p>For activities described in c. and d. (training), the bidder should provide the name of the course and the service provider; if developed internally, a copy of the course outline.</p> <p>For activities described in e. (staffing), the bidder should provide copies of job posting, or other staffing/recruitment documents demonstrating compliance with the rated criteria.</p>	<p>1 point for each activity.</p> <p>0 pts = the bidder does not address or does not provide sufficient detail or supporting documents.</p> <p>1 pts =The bidder has fully described the activity and provided supporting documents as evidence.</p>	5	



<p>R2</p>	<p>Bidder's Proposed Resource(s) Academic Qualifications:</p>	<p>Maximum 8 points to be awarded, as follows (cumulative):</p> <ul style="list-style-type: none"> • College diploma (1 point) • Bachelor degree level (2 points) • Master degree level (3 points) • Doctoral degree level (4 points) <p>The bidder should demonstrate this by providing a copy of the resource(s) CV (curriculum vitae)</p>	<p style="text-align: center;">8</p>	
<p>R3</p>	<p>Bidder should provide two (2) projects examples*related to the silica industry, including but not limited to experiences related to silica processing and production projects and/or their applications.</p> <p>*NRCan will only evaluate a maximum of two (2) projects. If Bidders submit additional projects, NRCan will evaluate based on the order presented in the Bidder's technical bid.</p>	<p>Five (5) points per project example, to be awarded as follows, for a maximum of 10 points</p> <p>The Bidder should provide the following for each of the project examples:</p> <ul style="list-style-type: none"> • Name of the client organization (1 Point) • Name of the resource(s) involved with the project (1 Point) • Description of the project, scope and objectives (1 Point) • Description of the results achieved (1 point) • Start and end date of the project (1 Point) 	<p style="text-align: center;">10</p>	
<p>R4</p>	<p>Bidder should provide two (2) project examples*related to performing research on product specifications and market analysis.</p> <p>*NRCan will only evaluate a maximum of two (2) projects. If Bidders submit additional projects, NRCan will evaluate based on the order presented in the Bidder's technical bid.</p>	<p>Five (5) points per project example, to be awarded as follows, for a maximum of 10 points</p> <p>The Bidder should provide the following for each of the projects examples:</p> <ul style="list-style-type: none"> • Name of the client organization (1 Point) • Name of the resource(s) involved with the project (1 Point) • Description of the project, scope and objectives (1 Point) • Description of the results achieved (1 point) • Start and end date of the project (1 Point) 	<p style="text-align: center;">10</p>	



<p>R5</p>	<p>Bidder's Proposed Resource(s) years of experience</p> <p>This is demonstrated by the two (2) project examples identified in R2 and the two (2) project examples identified in R3</p> <p>The experience will be calculated by adding the duration of each project (in months). For example: 4 projects with a duration of 3 months each = 12 months (1 year).</p>	<p>Maximum 4 points to be awarded for the cumulative years of experience:</p> <ul style="list-style-type: none"> - Less than 1 year (0 point) - Greater than or equal to 1 year but less than 2 years (1 point) - Greater than or equal to 2 years but less than 3 years (2 points) - Greater than or equal to 3 years but less than 4 years (3 points) - Greater than or equal to 4 years (4 points) 	<p style="text-align: center;">4</p>	
<p>R6</p>	<p>Bidder's Work Plan should provide an approach based on the following two (2) elements.</p> <ol style="list-style-type: none"> 1. <u>Research Approach</u> 2. <u>Project schedule:</u> 	<p>Maximum 8 points for Research Approach, as follows:</p> <p>The Bidder should describe the following for each component:</p> <ul style="list-style-type: none"> • all activities to be performed by the proposed resources. (2 points) • the literature and/or information that will be consulted in completing this work. (2 points) • the research outcomes and related deliverables to be produced. (2 points) • how it corresponds to the requirements outlined in the Statement of Work. (2 points) <p>Maximum 8 points for Project Schedule, as follows:</p> <ul style="list-style-type: none"> • Name(s) of the proposed resource(s) assigned for completing each task. (2 points) • Number of work hours allocated for completing each task by the proposed resource(s). (2 points) • A project schedule and deliverable dates. (2 points) • Strategies for meeting the deliverables on time. (2 points) 	<p style="text-align: center;">16</p>	
Total			53	



APPENDIX “2” - FINANCIAL BID PRESENTATION SHEET

1. Firm Price - Milestone Payments

Bidder tendered all-inclusive firm price to perform the work is in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

The bidder must complete the schedule below indicating the firm proposed amounts for each step according to the indicated percentages.

Milestone #	Description of Milestone	Firm Price (Applicable Taxes Excluded)
1	Resources and projects - 30% of the total price for the work following delivery and acceptance by the Project Authority, of deliverable #1 as identified in the statement of work at Annex “A”.	\$ _____
2	Applications and uses - 30% of the total price for the work following delivery and acceptance by the Project Authority, of deliverable #2 as identified in the statement of work at Annex “A”.	\$ _____
3	End-user specifications - 30% of the total price for the work following delivery and acceptance by the Project Authority, of deliverable #3 as identified in the statement of work at Annex “A”.	\$ _____
4	Reporting - 10% of the total price for the work following delivery and acceptance by the Project Authority, of deliverable #4 as identified in the statement of work at Annex “A”.	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____