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The Articles contains 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: includes the certifications to be provided;
- Part 6 Security 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.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

1.2 Summary

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

- 1.2.1 Natural Resources Canada has a requirement for study is to identify available technologies suitable for use in the Rare Earth Elements (REE) industry for the regeneration of three reagents: Sulphuric acid (H₂SO₄), Hydrochloric acid (HCl) and Sodium Hydroxide (NaOH), and to perform a high level Technical-Economical Assessment (TEA) for each process. There is no security requirement associated with this requirement. Final Report is due March 29, 2019. Presentation to be delivered by May 31, 2019, date yet to be determined. Delivery point for all milestones is 555 Booth Street, Ottawa, ON.

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 may be in writing, by telephone or in person.



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** (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8: Delete entirely**
- **Under Subsection 2 of Section 20:** Not applicable

2.2 Submission of Bids

It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

Natural Resources Canada
Bid Receiving Unit - Mailroom
Loading Dock
588 Booth Street
Ottawa, Ontario K1A 0Y7
Attention: **Andrea Berthelet**

It is requested that the Bidder’s name, return address, Request for Proposal Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder’s proposal. Failure to do so may result in bids being misdirected. **NRCan will not assume responsibility for proposals directed to any other location.**

The onus is on the Bidder to ensure that the proposal is delivered to the location above. 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.

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



2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Basis for Canada's Ownership of Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- The main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid - 1 soft copy, on USB, or CD, or DVD

Section II: Financial Bid - 1 soft copy, in a separate file and document, on USB, or CD, or DVD

Section III: Certifications - 1 soft copy, on USB, or CD, or DVD

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

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

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

Section I: Technical Bid

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

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the **Financial Proposal Form in Appendix B**. The total amount of Applicable Taxes must be shown separately.

Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix A – Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Highest Rated Within Budget

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non responsive.. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

The maximum funding available for the Contract resulting from the bid solicitation is **\$30,000** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.



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. 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 Declaration of Convicted Offences

In accordance with 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 with its bid the required documentation, as applicable, 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 – List of Names

In accordance with 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 with its bid 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [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.

5.2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.



5.2.4 Education and Experience

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

5.2.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:



- a. name of former public servant; _____
- b. date of termination of employment or retirement from the Public Service. _____

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant; _____
- b. conditions of the lump sum payment incentive; _____
- c. date of termination of employment; _____
- d. amount of lump sum payment; _____
- e. rate of pay on which lump sum payment is based; _____
- f. period of lump sum payment including:
 - start date _____
 - end date _____
 - and number of weeks _____
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Professional fees	Amount
_____	_____
_____	_____

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

5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership



vi. a not-for-profit organization

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

OR

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

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

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

- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above.



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There is no security requirements associated with this requirement.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled _____, dated _____.

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](#) (2018-06-21), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

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

7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

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

7.3 Dispute Resolution

Mediation

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

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator. The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.



Meaning of "Dispute"

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

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

7.4 Security Requirements

There is no security requirement applicable to this Contract.

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract award to May 31, 2019 inclusive.

7.5.2 Delivery Date

All the deliverables must be received on or before May 31, 2019.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Andrea Berthelet
Title: Procurement Officer
Organization: Natural Resources Canada
Address: 580 Booth Street
Ottawa, ON K1A 0E4
Telephone: 343-292-7009
Facsimile: 613-947-5477
E-mail address: andrea.berthelet@canada.ca

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

7.6.2 Project Authority (to be provided 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.

7.6.3 Contractor's Representative (to be provided at contract award)

Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail address:

7.7 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.8 Payment

7.8.1 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 \$_____ (*inserted at contract award*). Customs duties are included 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.

7.8.2 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.



7.9 Invoicing Instructions

Invoices shall be submitted using **one of the following methods:**

<p><u>E-mail:</u></p> <p>nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted</p>
OR
<p><u>Fax:</u></p> <p>Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987</p> <p>Note: Use highest quality settings available.</p>

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers: Contract number: _____

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

7.10 Certifications

7.10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B (2018-06-21), General Conditions – Professional Services - Medium Complexity;



- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____,

7.13 Foreign Nationals (Canadian Contractor or Foreign Contractor)

(to be determined at contract award)

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

Or

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

7.14 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.

7.15 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX A - STATEMENT OF WORK

SW1 Title

Review of Regeneration Technologies for Rare Earth Elements (REE) Processing Reagents

SW2 Background

In recent years, a steady, reliable, and secure supply of critical metals has become increasingly important to major industrialized economies that seek to sustain their industrial base and develop advanced technologies, such as clean energy. In light of this, Canada, with its significant critical metal reserves, has an opportunity to supply some of the global demand for critical metals. However, to transition from promising mineral deposits to marketable products, investment in fundamental R&D and expertise is needed to address the complex technological challenges around the production, separation and processing of critical metals, and to better understand the global market for these key commodities.

Rare earth elements (REE) represent an opportunity for Canada to enter an emerging and globally strategic market. However, the metallurgy for Canadian ores containing REE involves a complex sequence of individual separation, refinement, alloying and formation stages before they can be used in the production of permanent magnets, consumer electronics and other high value-added high-tech products. Natural Resources Canada has been directed through Budget 2015 to undertake a significant effort to support the development of rare earth elements and chromite in order to maximize Canadian value and benefits from these deposits.

In REE processing, large amounts of acid and reagents are used to extract and recover REE from the ore. In addition to the significant cost associated with obtaining these reagents, there is also a high environmental cost for the treatment and ultimate disposal of them. Hence, many Canadian projects are considering the regeneration of key reagents for reuse within the process.

SW3 Objectives

The objective of this study is to identify available technologies suitable for use in the REE industry for the regeneration of three reagents: Sulphuric acid (H_2SO_4), Hydrochloric acid (HCl) and Sodium Hydroxide (NaOH), and to perform a high level Technical-Economical Assessment (TEA) for each process. The information generated from this study would provide guidance in selecting the most appropriate strategy in management reagent usage for Canadian REE projects.

SW4 Project Requirements

SW4.1 Tasks, Deliverables, Milestones and Schedule

The following tasks are to be performed:

Perform a literature review on the available regeneration technologies for H_2SO_4 , HCl and NaOH. The review should include both commercial and non-commercial (i.e. laboratory scale) technologies. The identified technologies should be suitable for recovering and regenerating the aforementioned reagents from solution streams commonly found in a REE extraction-recovery flowsheet.

Perform a TEA on the various processes identified. The cost estimate (TEA) should be a Class 5 estimate as defined by the Association for the Advancement of Cost Engineering (AACE International). For processes where reliable process data is not obtainable, reasonable assumptions should be made. All assumptions and contingency used should be clearly stated.



Compare and discuss the technical and economic aspects of each technology for H₂SO₄, HCl and NaOH regeneration, in the context of applying them to the process flowsheets of Canadian REE projects in commercial scale. Discuss gaps identified, and recommend further research relating to reagent regeneration.

Deliverables:

An initial meeting within five (5) working days of signing the contract. The date, type (telephone, video-conference, WebEx, in person) and place of the meeting (if in person) will be decided jointly between NRCan and the supplier. The objective of the meeting is to discuss the proposal, in general, and to clarify the schedule and the work breakdown table.

Progress Review Meetings as per schedule determined during Deliverable 1.

Progress Report. The Contractor must provide a written progress report by February 1, 2019 that, as a minimum, identifies the various technologies for the regeneration of each of the three chemicals: H₂SO₄, HCl, and NaOH.

Draft Report. The Contractor must provide one electronic copy of the draft report, which must contain all the study findings as per the Statement of Work by March 15, 2019. Natural Resources Canada will review and provide comments to the Contractor within five (5) working days after receiving the draft report.

Final Report. Submission of the final report (in English), which must address all changes/comments provided by NRCan in Deliverable 4. One electronic copy must be received by NRCan by March 29, 2019.

Presentation. The Contractor must attend the annual NRCan REE workshop, to be held in April/May 2019 in Ottawa, to present results and findings, as required.

Schedule:

Item #	Milestones/Deliverables	Dates
1	Initial Meeting	Within 5 working days of Contract Award Date (CAD).
2	Progress Meetings	As per schedule decided in Deliverable 1
3	Progress Report	February 1, 2019
4	Draft Report	March 15, 2019
5	Final report	March 29, 2019
6	Presentation	Date to be determined, Prior to May 31, 2019



SW4.2 Reporting Requirements

The contractor shall attend all Progress Review Meetings as per the schedule determined during the initial meeting, deliverable #1. The contractor will advise the project authority immediately any issues that could potentially affect the deliverables under the contract.

SW4.3 Method and Source of Acceptance

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

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

The Contractor shall:
keep all documents and proprietary information confidential;
Return all materials belonging to NRCan upon completion of the Contract;
Participate in teleconferences, as needed;

SW.5.2 NRCan's Obligations

NRCan will provide the following:
provide comments on draft reports within five (5 working days) and/or,
provide other assistance or support.

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

The work is to be completed at the contractor's place of business. Delivery of reports will be to NRCan in the national Capital region.

SW.5.4 Language of Work

The contractor may communicate in the official language of their choice. Reports are to be delivered in English. NRCan will arrange for translation if required.



ANNEX B - BASIS OF PAYMENT

1. FIRM PRICE - Milestone Payments *(to be completed at contract award)*

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

Milestone #	Description of Milestone	Milestone Firm Price (applicable taxes excluded)
1	Initial Meeting	NA
2	Progress Meetings	NA
3	Progress Report	\$ _____
4	Draft Report	\$ _____
5	Final report	\$ _____
6	Presentation	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____



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.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	<p>Work Plan</p> <p>The Bidder MUST provide a proposal including a detailed work plan for fulfilling the mandate, specifically describing the work to be done to meet the requirements and a full description of how all deliverables described in this Statement of Work will be met.</p> <p>The work plan must include:</p> <ul style="list-style-type: none"> - Identification of the Project Manager (primary contact); - Detailed information on the work to be performed, a complete description of the activities to be carried out, the approach to completing the activities, and resources name(s) allocated for completing each task. <p>A table showing the breakdown of all the tasks to be performed, the resource name(s) allocated for each, the anticipated number of work hours to complete each task, with the anticipated schedule and all deliverable dates.</p>		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M2	<p>Bidder's Proposed Resources Experience</p> <p>Each of the following MUST be met and clearly demonstrated:</p> <ol style="list-style-type: none"> 1) The bidder MUST propose at least one (1) resource with hydrometallurgical experience related specifically to the processing of rare earth elements (Minimum 3 years within the last ten (10) years). 2) The bidder MUST propose at least one (1) resource with experience performing economic assessments of chemical processes (Minimum 3 years within the last ten (10) years). 3) The bidder MUST propose at least one (1) resource with experience performing literature searches, organizing and compiling of data, and assessing the reliability of technical data (Minimum 3 years within the last ten (10) years). 4) The bidder MUST provide a curriculum vitae (CV) for each proposed resource. For experience, the Bidder MUST indicate the name of the resource and demonstrate how they meet the criteria in the curriculum vitae (CV). An individual can address more than one of the items above if qualified. 		

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.



Item	Requirement	Points Breakdown for each requirement:	Max Points	Illustrated Compliance
R1	<p>Bidder's Proposed Resources Experience:</p> <p>Hydrometallurgical experience related specifically to the processing of rare earth elements</p> <p>Up to three (3) project examples with brief description to be provided.</p>	<p>Description demonstrates the relevance of the experience (up to 7 points per project example for total of 21 points). Breakdown of points for each project example, as follows:</p> <ul style="list-style-type: none">• Description and relevance of project to the processing of REE: max 3 points<ul style="list-style-type: none">- 3 points: project highly relevant to the hydrometallurgical processing of REE- 1-2 points: project relevant to hydrometallurgical processing, or to REE, but not both- 0 points: project not relevant• Level of involvement in the project: max 4 points<ul style="list-style-type: none">- 4 points: proposed resource was directly involved and was the lead in the whole project- 2-3 points: proposed resource was responsible for some parts of the project- 0 points: proposed resource played a minimal role in the project	21	



Item	Requirement	Points Breakdown for each requirement:	Max Points	Illustrated Compliance
R2	<p>Bidder's Proposed Resources Experience</p> <p>Experiences performing techno-economic assessment of chemical processes.</p> <p>Up to four (4) project examples with brief description to be provided.</p>	<p>Description demonstrates the relevance experience (up to 5 points per project, maximum total of 20 points).</p> <p>Breakdown of points for each project, as follows:</p> <ul style="list-style-type: none">• Description and relevance of project to performing techno-economic assessment of chemical processes: max 2 points<ul style="list-style-type: none">- 2 points: project highly relevant- 1 points: project somewhat relevant- 0 points: project not relevant• Level of involvement in the project: max 3 points<ul style="list-style-type: none">- 3 points: proposed resource was directly involved and was the lead in the whole project- 1-2 points: proposed resource was responsible for some parts of the project- 0 points: proposed resource played a minimal role in the project	20	



Item	Requirement	Points Breakdown for each requirement:	Max Points	Illustrated Compliance
R3	<p>Bidder's Proposed Resources Experience</p> <p>Experience conducting literature searches, assessing the reliability of technical data and determining technological needs</p> <p>Up to three (3) project examples with brief description to be provided.</p>	<p>Description demonstrates the relevance experience to conducting literature searches, assessing the reliability of technical data and determining technological needs (up to 4 points per project for total of 12 points).</p> <p>Breakdown of points for each project, as follows:</p> <ul style="list-style-type: none">• Description and relevance of project: max 2 points 2 points: project highly relevant 1 points: project somewhat relevant 0 points: project not relevant• Level of involvement in the project: max 2 points 2 points: proposed resource was directly involved and was the lead in the whole project 1 points: proposed resource was responsible for some parts of the project 0 points: proposed resource played a minimal role in the project	12	



Item	Requirement	Points Breakdown for each requirement:	Max Points	Illustrated Compliance
R4	<p>Work Plan – Breakdown of tasks</p> <p>The Bidder’s work plan clearly provides an approach that will lead to the successful completion of the project, and specifies the resource required for completing each of the following tasks:</p> <ol style="list-style-type: none"> 1) Review the available regeneration technologies for H₂SO₄, HCl and NaOH; 2) Perform a TEA on the various processes identified 3) Compare and discuss TEA results. Identify gaps, recommendations on further research 	<p>Bidder’s work plan clearly explains how their approach will complete all the required tasks for this requirement (11 points per task, up to 33 points total).</p> <p>Breakdown of points for each task, as follows:</p> <ul style="list-style-type: none"> • Demonstrates understanding of the task and its relevance: max 3 points 3 points: Excellent 1 points: Good 0 points: Unsatisfactory • Clarity in explaining the approach in detail: max 5 points 5 points: Excellent 4 points: Very good 3 points: Good 0 points: Unsatisfactory • Reasonable allocation of resources: max 3 points 3 points: Excellent 1 points: Good 0 points: Unsatisfactory <p><i>A key to the terms “Excellent, Very Good, Good, Unsatisfactory and Non-Responsive” is depicted at the end of the Evaluation Grid.</i></p>	33	



Item	Requirement	Points Breakdown for each requirement:	Max Points	Illustrated Compliance
R5	<p>Work Plan – Schedule & Level of Effort</p> <p>Bidder’s work plan clearly identifies a schedule for each task:</p> <ul style="list-style-type: none"> the number of work hours anticipated, schedule and deliverable dates, <u>in table format</u>. <p>Bidder’s plan must also include strategies for overcoming challenges and ensuring deliverables are met on time.</p>	<p>Bidder’s plan clearly illustrates the level of effort for each tasks, schedule and deliverable dates, as outlined in their work plan (Maximum 14 Points as per breakdown below):</p> <ul style="list-style-type: none"> Allocated reasonable number of work hours for each tasks: max 4 points 4 points: Excellent 3 points: Very good 2 points: Good 0 points: Unsatisfactory Included a reasonable schedule and deliverable dates: max 5 points 5 points: Excellent 4 points: Very good 3 points: Good 0 points: Unsatisfactory Included strategies for meeting the deliverables time: max 5 points 5 points: Excellent 4 points: Very good 3 points: Good 0 points: Unsatisfactory <p><i>A key to the terms “Excellent, Very Good, Good, Unsatisfactory and Non-Responsive” is depicted at the end of the Evaluation Grid.</i></p>	14	
Total Points Available			100	
Total Points Needed to be Considered Compliant (60%)			60	

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

EVALUATION GRID	
Excellent	The rated criteria are addressed in detail and the information provided shows that the bidder fully and thoroughly understands all elements of the rated criteria.
Very good	The information provided clearly shows the bidder fully understands all elements of the rated criteria.



Good	The information provided clearly shows the bidder fully understands certain but not all elements of the rated criteria.
Unsatisfactory	The information provided shows a limited understanding of the specified criteria, without showing that the bidder fully understands all elements of the rated criteria. The bidder shows basic communication skills. The project results presented are poor and non-significant.
Poor	The information provided shows that the bidder has a basic understanding of the specified criteria.
Unacceptable	The information provided does not meet the criteria.

2. FINANCIAL CRITERIA

2.1 MANDATORY FINANCIAL CRITERIA

Bidders must provide financial details as requested in this appendix. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

2.1.1 FUNDING LIMITATION

The maximum funding available for the Contract resulting from the bid solicitation is **\$30,000** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

This maximum **included a) the Price to perform the Work, b) any Travel and Living and c) Miscellaneous Expenses that may be required.**

Any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.

2.1.2 COST BREAKDOWN

It is mandatory to present a cost breakdown to support the **Financial Proposal (Appendix B - Financial Proposal Form).**



APPENDIX B” – FINANCIAL PROPOSAL FORM

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 milestones 3-6:

Milestone #	Description of Milestone	Milestone Firm Price (applicable taxes excluded)
1	Initial Meeting	NA
2	Progress Meetings	NA
3	Progress Report	\$ _____
4	Draft Report	\$ _____
5	Final report	\$ _____
6	Presentation	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____