

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet COMMERCIAL LAB SERVICES	
Solicitation No. - N° de l'invitation 23295-130049/A	Date 2012-07-19
Client Reference No. - N° de référence du client 23295-130049	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-002-9481
File No. - N° de dossier EDM-2-35079 (002)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-30	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Scott, Jasmine	Buyer Id - Id de l'acheteur edm002
Telephone No. - N° de téléphone (780)497-3578 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATURAL RESOURCES 1 OIL PATCH DR. DEVON ALBERTA T9G 1A8 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Issuance of a Standing Offer

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Instrument
7. Limitation of Call-ups
8. Priority of Documents
9. Certifications
10. Applicable Laws
11. SACC Manual Clauses

B. RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Foreign Nationals
7. Insurance Requirements
8. SACC Manual Clauses

Solicitation No. - N° de l'invitation

23295-130049/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm002

Client Ref. No. - N° de réf. du client

23295-130049

File No. - N° du dossier

EDM-2-35079

CCC No./N° CCC - FMS No/ N° VME

List of Annexes:

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Standing Offer Usage Report
Annex D	Insurance Requirements
Annex E	Evaluation Process, Financial Evaluation and Contractor Selection Method
Annex F	Consent to a Criminal Record Verification

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six annexes, as follows:

- | | |
|---------------|--|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4
and | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses: |
| | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, Standing Offer Usage Report, Insurance Requirements, Evaluation Process, Evaluation Process, Financial Evaluation and Contractor Selection Method and Consent to a Criminal Record Verification.

2. Summary

A Regional Individual Standing Offer is required for all labour, tools, materials, equipment, transportation and supervision necessary to provide laboratory testing, on an as required basis for the Department of Natural Resources Canada, CanmetENERGY, Devon, Alberta, as outlined in the Statement of Work, Annex "A".

The Standing Offer will be in place for three (3) consecutive years from date of issuance. The services must be provided in accordance with the terms and conditions specified herein.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada. (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>)

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and/or Rates

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

. To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex "B", Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

M0222T (2010-01-11), Evaluation of Price

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of

call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1 Technical Evaluation

Mandatory and "Laboratory Accuracy Testing" evaluation criteria are included in Part A of Annex "E".

1.2 Financial Evaluation

Financial Evaluation is included in Part B of Annex "E", Financial Evaluation.

2. Basis of Selection

Basis of Selection is included in Part C of Annex "E".

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested. Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer.

The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Offerors must submit as part of their offer, by Request for Standing Offers closing date:

- (a) a complete list of names of all individuals who are currently directors of the Offeror;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list, **attached at Annex F**.

2. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 **Federal Contractors Program for Employment Equity - Certification - over \$25,000 and below \$200,000**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

☐ is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

☐ has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

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, in the context of the fee abatement formula, 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

Is the Offeror a FPS in receipt of a pension as defined above?

YES (☐) NO (☐)

If so, the Offeror must provide the following information:

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Offeror must provide the following information:

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

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 the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

2.3 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex "D".

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada. (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>)

2.1 General Conditions

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

2.2.1 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a Quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: July 1 to September 30;
- 2nd quarter: October 1 to December 31;
- 3rd quarter: January 1 to March 31;
- 4th quarter: April 1 to June 30.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is three (3) years from date of Standing Offer Issuance.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Jasmine Scott
Supply Specialist
Acquisitions, Western Region
Department of Public Works and Government Services
Telus Plaza North,

10025 Jasper Avenue, 5th Floor
Edmonton, AB T5J 1S6

Telephone: (780) 497-3578

Facsimile: (780) 497-3510

E-mail address: jasmine.scott@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Project Authority

(To be filled in at Standing Offer Issuance)

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

4.3 Offeror's Representative

(To be filled in by Offeror)

The Offeror has designated the following representative as the central point of contact for all matters pertaining to this SO:

Name: _____

Telephone No: _____

Facsimile No: _____

E-mail: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is : Department of Natural Resources Canada, CanmetENEREGY, Devon, Alberta.

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic document.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$5,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

8. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-07-16), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2012-07-16) General Conditions - Services (Medium Complexity);
- e) Annex "A" - Statement of Work;
- f) Annex "B" - Basis of Payment;
- g) Annex "C" - Standing Offer Usage Report;
- h) Annex "D" - Insurance Requirements
- i) the Offeror's offer _____.

9. Certifications**9.1 Compliance**

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

10. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

11. SACC Manual Clauses

M3000C (2006-08-15), Price Lists

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2012-07-16) General Conditions - General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2012-07-16), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$(as per call up document). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$(as per call up document). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting

Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

4.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
 C0705C (2010-01-11), Discretionary Audit
 C2000C (2007-11-30), Taxes - Foreign-based Contractor
 H1000C (2008-05-12), Single Payment

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6. Foreign Nationals**6.1 Foreign Nationals (Canadian Contractor) (if awarded to a Canadian Contractor)**

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

OR

6.2 Foreign Nationals (Foreign Contractor) (if awarded to a Foreign Contractor)

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

7. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "D". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

8. SACC Manual Clauses

D3015C (2007-11-30), Dangerous Goods/Hazardous Products

Solicitation No. - N° de l'invitation

23295-130049/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm002

Client Ref. No. - N° de réf. du client

23295-130049

File No. - N° du dossier

EDM-2-35079

CCC No./N° CCC - FMS No/ N° VME

ANNEX "A"

STATEMENT OF WORK

TITLE: Laboratory Analysis

A) BACKGROUND

CanmetENERGY - Devon been working on a variety of oil sand industry related research projects. There are several internally funded and cost-recovery projects slated for the 2012-2013 year that are focused on tailings treatment. To be successful in this endeavor research samples have to be fully characterized. The sheer quantity of the lab analyses required is prohibitive for us to do in-house. CanmetENERGY does not have the equipment or the people to obtain results in timely manner. These projects will produce samples that will need to be sent to commercial laboratories for analysis.

A large percentage of the samples that will be sent for analysis will be mature fine tailings (MFT). A typical MFT contains 35% mineral solids, 2% bitumen, and 63% water. A smaller portion of the work may include oil sand ores and related extraction streams such as froth, middlings, and tailings. Analyses required may include Dean Stark extraction, methylene blue titration for clay activity, particle size distribution and % fines, and will be dependant on project requirements.

B) SAMPLE QUANTITIES AND USAGE

The Offeror must be capable of handling a large volume of samples (particularly for Dean Stark) and provide results in a timely manner. There may be 5 to 100 samples per shipment depending on project requirements.

Any remaining mineral from each sample must be returned to CanmetENERGY within 5 days of sample analysis completion and CanmetENERGY acceptance of results.

Over the course of one year we may evaluate as many as 200 samples. The following is a list of the samples that may be generated for analysis.

- MFT samples: Each sample will be 100-200 g (approx. 35 wt% solids, 2 wt% bitumen, and 63 wt% water).
- Ore samples: Each sample will be 50-80 g in size (approx. 10 wt% bitumen, 80 wt% solids, and 10 wt% water).
- Primary froth: Each sample will be 100-500 g in size (approx. 50 wt% bitumen, 10 wt% solids, and 40 wt% water)
- Secondary froth: Each sample will be 1-100 g in size (approx. 50 wt% bitumen, 10 wt% solids, and 40 wt% water).
- Middlings: Each sample will be 1-1.5 L in size (approx. 1-2 wt% bitumen, 15 wt% solids, and 85 wt% water). Due to the small solids content in these samples the entire sample must be processed by Dean Stark to recover the maximum amount of solid possible.
- Tailings: Each sample will be 500 g-1 kg in size (approx. 2-5 wt% bitumen, 85 wt% solids, and 10 wt% water).

Dean Stark analysis will be required to determine the exact quantities of bitumen, solids and water on all samples. Mineral recovered from the dean stark may also require PSD, % fines, and methylene blue titration depending on project requirements. Mineral recovered from the Dean Stark extraction must be returned to CanmetENERGY. A minimum of 35 g of mineral is required by CanmetENERGY to do further characterization analysis in-house.

Potential sample analysis requirement grid:

Sample Type	Dean Stark	PSD	%Fines	Methylene Blue	Solids Returned
MFT	X	X	X	X	X
Ore	X	X		X	X
Primary Froth	X				X
Secondary Froth	X				X
Middlings	X		X	X	X
Tailings	X	X		X	X

The sample load is spread throughout the year and is completely dependant on project requirements. This means that there may be high volumes one month and low volumes the next.

C) ANALYSIS REQUIREMENTS**Dean Stark Extraction**

The samples provided must be extracted in their entirety or the Offeror must provide CanmetENERGY with the method of homogenization used to obtain a representative subsample prior to extraction. The method used must be successful at providing successive, consistent representative subsamples with reproducible results on subsamples from the same source.

Some of the samples provided may contain a large percentage of water and a small percentage of solids. CanmetENERGY is interested in acquiring the solids for further characterization in-house. Approximately 35 g of mineral solid must be returned to CanmetENERGY for further analysis. The Offeror must be able to extract the entire sample regardless of the size. If the Offeror cannot do these samples in one extraction run (with large thimbles 90x200 mm) they must be able to provide CanmetENERGY with multiple runs on standard size thimbles (43x123 mm). Results from multiple run extractions should be reproducible.

Required Results

The Offeror must provide CanmetENERGY with the following information for each sample run:

1. Initial sample weight used for the analysis.
2. Fraction weights: the weight of bitumen, solids, and water recovered from the extraction.
3. The percentage of each fraction: bitumen, solid, and water.
4. Neither bitumen, water, or mineral content can be determined by difference except in special circumstances and with authorization from the sample consignor. They must each be determined by quantitative analysis to ensure a closure on the Mass Balance within +/-5%.
5. The Offeror must be capable of doing the bitumen determination by an evaporation method and a filter paper method. The Offeror must be capable of doing bitumen determination by both methods and must be able to do them as a matter of routine based on our project requirements or request.

Although some of the mineral from the extraction will be required for further analysis at the commercial facility any remaining mineral from the analysis will be returned to CanmetENERGY.

Methylene Blue Titration

The Offeror must be able to perform the Methylene Blue analysis on the mineral extracted from the Dean Stark procedure. The Offeror must be able to perform this titration and be able to ensure full dispersion of the mineral during sample preparation. The Offeror must be willing to work with the dispersion procedure CanmetENERGY has developed if their Standard Operating Procedure (SOP) for dispersion is insufficient. CanmetENERGY will provide the Offeror with the CanmetENERGY dispersion SOP if it is required free of charge.

Required Results

Results must be reported as milliequivalents methylene blue per 100g of solid.

Particle Size Analysis

The Offeror must be able to do standard particle size analysis on extracted mineral with the following sieve sizes: 2 mm, 1 mm, 450 µm, 250 µm, 150 µm, 75 µm, 45 µm. If the Offeror does not use sieves, an alternative method using analysis instruments (such as laser light scattering) would be acceptable as long as the analysis can report particle sizes ranging from 400 µm to 2 µm. Pricing for PSD by two different methodologies has been requested in this proposal. Please be advised that samples requiring PSD analysis will only require analysis by one methodology and the method selected will be dependant on project requirements.

Required Results

Results reported should include percent less than 1 mm, 450 µm, 250 µm, 150 µm, 75 µm, 45 µm, 10 µm, 5 µm, 2 µm or cumulative % passing at the sizes of interest.

% Fines

Percent fines analysis will be used to determine the weight percent of the mineral that is plus or minus 45 µm in size. This analysis can be done with sieves or with instrumentation utilizing laser light scattering or X-ray absorption.

Required Results

Results will be reported as wt% -45 µm.

D) SAMPLE ANALYSIS PROCESS

The Project Authority will contact the Offeror to arrange shipping of samples and to advise the Offeror of:

- Number of samples
- Analysis type required for each sample

The Offeror will not undertake any of the specified work unless and until CanmetENERGY issues a Call Up Against a Standing Offer.

E) RESPONSE TIME

The Offeror must respond to CanmetENERGY's request by either email or phone within 24 hours in order to set up delivery times and schedules.

The Offeror must be able to respond and provide routine service within five (5) working days from receipt of samples and the Call-Up against the Standing Offer.

F) PACKING SLIPS

All shipments are to include packing slips with reference to the Call-Up number.

Solid Samples that are returned back to CanmetENERGY must be appropriately packed.

G) DISPOSAL OF SAMPLES

The Offeror will provide pricing for disposal services if required for any of the analysis requested by CanmetENERGY. Disposal, if required, of samples and analysis by-products is the responsibility of the Offeror and must be in accordance with Federal, Provincial, Territorial and Municipal Environmental Safety Regulations and Legislation.

H) TRANSPORTATION CHARGES

CanmetENERGY will send the samples directly to the Offeror for analysis. If solid samples are to be returned to CanmetENERGY, the prices outlined in the Basis of Payment, Annex "B", under Other Requirements, Solid Returns, will apply on a per sample basis.

I) REPORTING

All results will be submitted to CanmetENERGY once the analysis is complete. Reported results will conform to the specifications listed for each analysis (Dean Stark, Methylene Blue Titration, Particle Size Distribution and %Fines). Results can be sent to CanmetENERGY by email.

J) ERRORS AND DISCREPANCIES

If there are errors or discrepancies identified by CanmetENERGY in the reporting, CanmetENERGY will contact the Offeror to discuss possible causes and solutions (such as calculation errors, labeling errors etc.). If the discrepancy is due to Offeror error and the sample needs to be re-submitted for complete analysis, then the Offeror will be responsible for the costs associated with the repeating the analysis. If the discrepancy is due to errors made by CanmetENERGY, then CanmetEnergy will be responsible for the costs associated with repeating the analysis as listed in the Basis of Payment, Annex "B".

K) STANDARD OF WORK

All work referred to above, must be performed in accordance with all codes of Federal, Provincial, Territorial, or Municipal application provided that in any case of conflict or discrepancy the more stringent requirement will apply.

ANNEX "B"

BASIS OF PAYMENT

- Prices are to remain firm for the duration of the Standing Offer.
- The Firm Unit Prices includes all labour, tools, materials, equipment, transportation and supervision necessary to carry out the Work in Annex "A", Statement of Work.
- **A price is required for each line item listed below to be considered a responsive bid.**
- Prices do not include GST/HST. However, GST/HST will be added as a separate item on any invoices issued against this standing offer.
- Estimated usages are for evaluation purposes only, actual usages may vary.

YEAR ONE:

	Description	Year One	Estimated Annual Usage
A	Dean Stark Analysis		
1	Ore (Up to 80g)	\$ _____ / ea	5 Samples
2	Primary Froth (Up to 500g)	\$ _____ / ea	50 Samples
3	Secondary Froth (Up to 100g)	\$ _____ / ea	5 Samples
4	Middlings (Up to 1.5L)	\$ _____ / ea	5 Samples
5	Tailings (Up to 1000g)	\$ _____ / ea	5 Samples
6	MFT (100-500g)	\$ _____ / ea	300 Samples
B	Particle Analysis		
1a.	Ore (Up to 80g) by Sieve	\$ _____ / ea	5 Samples
1b.	Ore (Up to 80g) by Laser Light Scattering	\$ _____ / ea	5 Samples
2a.	Tailings (Up to 1000g) by Sieve	\$ _____ / ea	5 Samples
2b.	Tailings (Up to 1000g) by Laser Light Scattering	\$ _____ / ea	5 Samples
3a.	MFT by Sieve	\$ _____ / ea	300 Samples
3b.	MFT by Laser Light Scattering	\$ _____ / ea	300 Samples
C	% Fines		
1	Middlings (Up to 1.5L) by Sieve	\$ _____ / ea	5 Samples
2	Middlings (Up to 1.5L) by Laser Light Scattering	\$ _____ / ea	5 Samples
D	Methylene Blue Titration Analysis		
1	Ore (Up to 80g)	\$ _____ / ea	5 Samples
2	Middlings (Up to 1.5L)	\$ _____ / ea	5 Samples
3	Tailings (Up to 1000g)	\$ _____ / ea	5 Samples
4	MFT (100-500g)	\$ _____ / ea	300 Samples
E	Other Requirements		
1	Solids Return (price to include sample containers, labeling, transportation costs back to CanmetENERGY, if required, etc.)	\$ _____ / ea	350 Samples

YEAR 2:

	Description	Year Two	Estimated Annual Usage
A	Dean Stark Analysis		
1	Ore (Up to 80g)	\$ _____ / ea	50 Samples
2	Primary Froth (Up to 500g)	\$ _____ / ea	50 Samples
3	Secondary Froth (Up to 100g)	\$ _____ / ea	50 Samples
4	Middlings (Up to 1.5L)	\$ _____ / ea	50 Samples
5	Tailings (Up to 1000g)	\$ _____ / ea	50 Samples
6	MFT (100-500g)	\$ _____ / ea	100 Samples
B	Particle Analysis		
1a.	Ore (Up to 80g) by Sieve	\$ _____ / ea	50 Samples
1b.	Ore (Up to 80g) by Laser Light Scattering	\$ _____ / ea	50 Samples
2a.	Tailings (Up to 1000g) by Sieve	\$ _____ / ea	50 Samples
2b.	Tailings (Up to 1000g) by Laser Light Scattering	\$ _____ / ea	50 Samples
3a.	MFT by Sieve	\$ _____ / ea	100 Samples
3b.	MFT by Laser Light Scattering	\$ _____ / ea	100 Samples
C	% Fines		
1	Middlings (Up to 1.5L) by Sieve	\$ _____ / ea	50 Samples
2	Middlings (Up to 1.5L) by Laser Light Scattering	\$ _____ / ea	50 Samples
D	Methylene Blue Titration Analysis		
1	Ore (Up to 80g)	\$ _____ / ea	50 Samples
2	Middlings (Up to 1.5L)	\$ _____ / ea	50 Samples
3	Tailings (Up to 1000g)	\$ _____ / ea	50 Samples
4	MFT (100-500g)	\$ _____ / ea	100 Samples
E	Other Requirements		
1	Solids Return (price to include sample containers, labeling, transportation costs back to CanmetENERGY, if required, etc.)	\$ _____ / ea	350 Samples

YEAR 3:

	Description	Year Three	Estimated Annual Usage
A	Dean Stark Analysis		
1	Ore (Up to 80g)	\$ _____ / ea	50 Samples
2	Primary Froth (Up to 500g)	\$ _____ / ea	50 Samples
3	Secondary Froth (Up to 100g)	\$ _____ / ea	50 Samples
4	Middlings (Up to 1.5L)	\$ _____ / ea	50 Samples
5	Tailings (Up to 1000g)	\$ _____ / ea	50 Samples
6	MFT (100-500g)	\$ _____ / ea	100 Samples
B	Particle Analysis		
1a.	Ore (Up to 80g) by Sieve	\$ _____ / ea	50 Samples
1b.	Ore (Up to 80g) by Laser Light Scattering	\$ _____ / ea	50 Samples
2a.	Tailings (Up to 1000g) by Sieve	\$ _____ / ea	50 Samples
2b.	Tailings (Up to 1000g) by Laser Light Scattering	\$ _____ / ea	50 Samples
3a.	MFT by Sieve	\$ _____ / ea	100 Samples
3b.	MFT by Laser Light Scattering	\$ _____ / ea	100 Samples
C	% Fines		
1	Middlings (Up to 1.5L) by Sieve	\$ _____ / ea	50 Samples
2	Middlings (Up to 1.5L) by Laser Light Scattering	\$ _____ / ea	50 Samples
D	Methylene Blue Titration Analysis		
1	Ore (Up to 80g)	\$ _____ / ea	50 Samples
2	Middlings (Up to 1.5L)	\$ _____ / ea	50 Samples
3	Tailings (Up to 1000g)	\$ _____ / ea	50 Samples
4	MFT (100-500g)	\$ _____ / ea	100 Samples
E	Other Requirements		
1	Solids Return (price to include sample containers, labeling, transportation costs back to CanmetENERGY, if required, etc.)	\$ _____ / ea	350 Samples

Solicitation No. - N° de l'invitation

23295-130049/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm002

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

23295-130049

EDM-2-35079

ANNEX "C"
STANDING OFFER USAGE REPORT

Return to: WST-PA-EDM@pwgsc-tpsgc.gc.ca or Fax to: (780) 497-3510

Quarterly Usage Report Schedule:

1st quarter: July 1 to September 30;

2nd quarter: October 1 to December 31;

3rd quarter: January 1 to March 31;

4th quarter: April 1 to June 30.

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER:

STANDING OFFER NO:

DEPARTMENT OR AGENCY:

REPORTING PERIOD:

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST

(A) Total Dollar Value Call-ups for this reporting period:	
(B) Accumulated Call-Up totals to date:	
(A+B) Total Accumulated Call-Ups:	

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY: _____

Solicitation No. - N° de l'invitation

23295-130049/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm002

Client Ref. No. - N° de réf. du client

23295-130049

File No. - N° du dossier

EDM-2-35079

CCC No./N° CCC - FMS No/ N° VME

NAME: _____

TELEPHONE NO.: _____

SIGNATURE: _____

DATE: _____

ANNEX "D"

INSURANCE REQUIREMENTS

A) Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

-
- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- from m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting the use of hired or non-owned vehicles.
- 1993, n) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Insured under the insurance policy, the Insurer must promptly contact the General of Canada to agree on the legal strategies by sending a letter, or by courier, with an acknowledgement of receipt.
- Named Attorney by registered mail

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement by the Contractor's insurer and the plaintiff(s) that would result in the dismissal of the action against Canada, then Canada will be responsible Contractor's insurer for any difference between the proposed settlement amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

agreed to settlement or to the amount and the costs and interest) on behalf

ANNEX "E"**EVALUATION PROCESS, FINANCIAL EVALUATION AND CONTRACTOR SELECTION METHOD****PART A) EVALUATION PROCESS:****Phase #1: Mandatory Technical Criteria**

Each proposal will be examined to determine that it meets all mandatory criteria. Proposals which fail to meet the mandatory criteria will be given no further consideration and will be deemed non compliant. Proposals which meet all the mandatory criteria will proceed to Phase 2.

Phase #2: Laboratory Accuracy Testing

PWGSC will send the qualified Offeror's who passed Phase 1 samples provided by CanmetENERGY. Offeror's will have 14 days from receipt in which to complete the requested analysis. Offeror's will then provide PWGSC with the sample results for evaluation.

If the Offeror does not provide the results for the evaluation within 14 days of receipt of samples, their bid will be deemed non-responsive and no further consideration will be given.

Proposals which provide the results to the **PWGSC Contracting Authority** within the expected timeframe will proceed to Phase 3.

Phase #3: Sample Evaluation

Offeror's results will be compared against the CanmetENERGY Standard Sample for that specific sample. A % Accuracy will be calculated for each result reported per sample. The Overall % Accuracy for each sample will be calculated by adding each results % Accuracy and dividing by 7. The Technical Score will be calculated by adding the Overall % Accuracy results for all three samples together and dividing by 3 to obtain an average. Once the Technical Score is determined, proposals will proceed to Part B.

PART B) FINANCIAL EVALUATION

Financial evaluation will be completed in accordance with Part B to Annex "E". Once the financial evaluation is complete, Offerors will proceed to Part C.

PART C) SELECTION METHOD

Selection method will be completed in accordance with Part C to Annex "E". Once the contractor selection is complete, offer will proceed to Part D.

PART D): CONDITIONS PRECEDENT TO ISSUANCE OF STANDING OFFER

The responsive bid with the highest combined rating of technical merit and price will be given written notification to provide the information required in Part 5 Certifications required as a Condition Precedent to Issuance of Standing Offer(s). If the required information is received by the date and time specified, and the proposal meets the Conditions Precedent to Issuance of Standing Offer(s), offer will proceed to Part E.

PART E: ISSUANCE OF STANDING OFFER AGREEMENT

Upon compliance with all of the Conditions Precedent to the Issuance of Standing Offer(s), the compliant Offeror will be issued a Standing Offer Agreement.

PART A) EVALUATION PROCESS

The Evaluation Process for this requirement will be done by using a three phase process: Phase 1, Mandatory Criteria at Solicitation Closing; Phase 2, Laboratory Accuracy Testing; and Phase 3, Sample Evaluation.

PHASE 1 - Mandatory Technical Criteria

Failure to meet any of the following mandatory requirements at solicitation closing will render your submission non-compliant and given no further consideration.

1. Ability to perform the four required analysis listed in the Statement of Work

Analysis Type	Yes	No
Dean Stark		
Particle Size Distribution		
% Fines (+/-45um)		
Methylene Blue		

2. The Offeror must specify methods to be used for "Particle Size Distribution" and "% Fines"
3. The Offeror must specify Dean Stark Thimble Capacity

*** ONLY Offeror's who pass Phase 1 will proceed to Phase 2 of the Evaluation Process.**

PHASE 2 - Laboratory Accuracy Testing

- PWGSC will send the Offeror's who passed Phase 1 samples provided by CanmetENERGY.
- Offeror's will have 14 days from receipt in which to complete the requested analysis.
- Offeror's will provide PWGSC Contracting Authority with the results for evaluation.

Samples

Three samples will be made available for Dean Stark analysis. The solids recovered from the Dean Stark will then require Methylene Blue analysis. All samples will be analyzed at the Offeror's cost.

Results

- Offeror's must fill out Table 1 – Sample Results for PHASE 2 below with their sample analysis results for the samples and provide the results to **PWGSC Contracting Authority** by email or fax within 14 days from receipt of samples.
- Any unused mineral must be returned to **PWGSC Contracting Authority** by mail after laboratory accuracy testing has occurred. A Purolator account number will be provided to the Offeror's to return any unused minerals.

If the Offeror does not provide the sample analysis results for the evaluation within 14 days of receipt of samples, their bid will be deemed non-responsive and no further consideration will be given.

Table 1 - Sample Results for PHASE 2

Each Offeror must complete this table.

Sample ID	Dean Stark							Methylene Blue			
	Weight of Sample	% Bitumen	% Mineral	% Water	Bitumen Recovered (g)	Mineral Recovered (g)	Water Recovered (g)	Meq/100g solids	Weight of Sample (g)	Endpoint in mls Methylene Blue	Concentration of Methylene Blue
1											
2											
3											

PHASE 3 – Sample Evaluation**Sample Evaluation of Offeror's Resulting from PHASE 2**

Offeror's results will be compared against the CanmetENERGY Standard Sample for that specific sample; an Overall % Accuracy will be calculated for each sample.

Percent Accuracy must be 100 +/-10% for each component of each sample for the results to be a considered acceptable. If any single component result in one sample is greater than 100 +/- 10% then the entire sample will be awarded a zero for the Overall % Accuracy for that sample.

Sample Evaluation

Sample 1	Offeror's Results Sample 1	CanmetENERGY Standard Sample 1	% Accuracy Sample 1
%Bitumen			
%Solids			
%Water			
Bitumen Recovered (g)			
Solids recovered (g)			
Water recovered (g)			
Methylene Blue Meq/100g solids			
Overall % Accuracy Sample 1			

Sample 2	Offeror's Results Sample 2	CanmetENERGY Standard Sample 2	% Accuracy Sample 2
%Bitumen			
%Solids			
%Water			
Bitumen Recovered (g)			
Solids recovered (g)			
Water recovered (g)			
Methylene Blue Meq/100g solids			
Overall % Accuracy Sample 2			

Sample 3	Offeror's Results Sample 3	CanmetENERGY Standard Sample 3	% Accuracy Sample 3
%Bitumen			
%Solids			
%Water			
Bitumen Recovered (g)			
Solids recovered (g)			
Water recovered (g)			
Methylene Blue Meq/100g solids			
Overall % Accuracy Sample 3			

- a) To obtain % Accuracy for each result reported per sample, the % Accuracy will be calculated using the following formula:

$$\% \text{ Accuracy} = 1 - \frac{(\text{Offeror's Result} - \text{CanmetENERGY Standard Sample})}{\text{CanmetENERGY Standard Sample}}$$

- b) The Overall % Accuracy for each sample will be calculated by adding the %Accuracy obtained for each result together and dividing by 7. This calculation will occur for all three sample analysis results.
- c) The Technical Score will be calculated by adding all three samples Overall % Accuracy results and dividing by 3 to obtain the average. The average will be considered the Technical Score.

	Overall % Accuracy
Sample 1	
Sample 2	
Sample 3	
TECHINICAL SCORE = (Overall % Accuracy Sample 1 + Overall % Accuracy Sample 2 + Overall % Accuracy Sample 3) ÷ 3	

PART B) FINANCIAL EVALUATION

FOR EVALUATION PURPOSES ONLY

The total evaluated offer price will be determined using the rates provided in the Basis of Payment of Annex "B" and will be calculated as follows:

- (a) For items A to E inclusive the unit prices will be multiplied by for the annual estimated usage for each of the three years as per the Basis of Payment, Annex "B".
- (b) The results of the calculations in (a) above will be added together to obtain the total evaluated offer price.

PART C) SELECTION METHOD

Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory criteria; and
 - (c) perform requested sample analysis and provide results for evaluation within 14 days from receipt of samples.
2. Bids not meeting (a), (b) and (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the Overall % Accuracy for each of the three samples will be added together and divided by 3 to determine the average. This average will be considered the Technical Score.

$$\% \text{ [Technical Score} = (\text{Overall \% Accuracy Sample 1} + \text{Overall \% Accuracy Sample 2} + \text{Overall \% Accuracy Sample 3}) \div 3]$$

Technical score multiplied by the ratio of 60%
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for issuance of a Standing Offer Agreement.

EXAMPLE:

Evaluation Criteria as set out in RFSO:

- Maximum number of Technical Points available = 100
- Ratio of Importance - Merit = 60%
- Price = 40%

The successful Offeror must achieve the highest total points by adding the rated merit (technical points) and price points together.

Responsive Proposals	Proposal 1	Proposal 2	Proposal 3
Technical Points	95.03	94.22	88.98
Price	\$400,000.00	\$425,000.00	\$350,000.00

Calculation of Combined Rating:			
	Technical Points	Price Points	Total Points
Proposal 1	$\frac{95.03 \times 60}{100} = 57.02$	$\frac{\$350,000 \times 40}{\$400,000} = 35.0$	92.02
Proposal 2	$\frac{94.22 \times 60}{100} = 56.53$	$\frac{\$350,000 \times 40}{\$425,000} = 32.94$	89.47
Proposal 3	$\frac{88.98 \times 60}{100} = 53.39$	$\frac{\$350,000 \times 40}{\$350,000} = 40.0$	93.39
Proposal 3 is the winner			

Solicitation No. - N° de l'invitation

23295-130049/A

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-2-35079

Buyer ID - Id de l'acheteur

edm002

Client Ref. No. - N° de réf. du client

23295-130049

CCC No./N° CCC - FMS No/ N° VME

ANNEX "F"
CONSENT TO A CRIMINAL RECORD VERIFICATION

Please see Consent to a Criminal Record Verification Form 229 attached to this document.



**FOR GOVERNMENT USE ONLY
POUR USAGE DU GOUVERNEMENT SEULEMENT**

Special Investigations Directorate File No.
N° de dossier de la Direction des enquêtes spéciales

Date Received (Y-A M D-J)
Date de réception

**CONSENT TO A CRIMINAL RECORD VERIFICATION
CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE**

This form must be completed and signed by each individual who is currently on the Board of Directors of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement.

Le présent formulaire doit être rempli et signé par chaque membre du conseil d'administration du soumissionnaire/de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.

**A PRIVACY ACT STATEMENT
ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS**

The personal information requested on this form is collected under the authority of subsection 750(3) of the *Criminal Code*, paragraph 42(1(c)) of the *Financial Administration Act*, and sections 7 and 21 of the *Department of Public Works and Government Services Act*. The information will be used for validating the criminal conviction certifications necessary for obtaining or maintaining a procurement instrument. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction verification.

A refusal to provide information will result in the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.

The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the *Privacy Act*.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du *Code criminel*, du paragraphe 42(1(c)) de la *Loi sur la gestion des finances publiques* et des articles 7 et 21 de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux*. Ces renseignements seront utilisés pour valider les attestations de condamnation au criminel nécessaires pour obtenir ou conserver un instrument d'approvisionnement. Les renseignements peuvent être diffusés à d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel.

À défaut de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

Les renseignements personnels sont décrits dans les fichiers de renseignement personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la *Loi sur la protection des renseignements personnels*.

**B BIOGRAPHICAL INFORMATION - Must be completed by the individual
RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu**

Family Name (Last Name) - Nom (de famille)

Family Name at Birth - Nom de famille à la naissance

Full Given Names (No initials) - Prénoms au complet (aucune initiale)

All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames)
Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, sobriquets)

Gender - Sexe

☐

Male
Masculin

☐

Female
Féminin

Date of Birth - Date de naissance (Y-A M D-J)

**Current Residential Information
Information résidentielle actuelle**

Apartment No. - N° d'appartement

Street No. - N° civique

Street Name - Nom de la rue

City - Ville

Province

Postal Code - Code postal

C	CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu
----------	---

I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

Signature	
Print Name - Nom en lettres moulées	Date (Y-A M D-J)

D	ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement	
Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante		
Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat		Date of Request (Y-A M D-J) Date de la demande
Requesting Contact Person - Personne-ressource requérante	Contact Person Tel. No. - N° de tél. de la personne-ressource	