



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
100-167 LOMBARD AVE
Winnipeg
Manitoba
R3B 0T6
Bid Fax: (204) 983-0338

**Request For a Standing Offer
Demande d'offre à commandes**

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

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/Travaux
publics et Services gouvernementaux Canada
Suite 1650
635 - 8th Ave. S.W.
Bureau 1650
635 - 8e avenue, SO
Calgary
Calgary
Alberta
T2P 3M3

Title - Sujet Dust Suppressant	
Solicitation No. - N° de l'invitation EW076-173058/A	Date 2017-03-03
Client Reference No. - N° de référence du client EW076-173058	GETS Ref. No. - N° de réf. de SEAG PW-\$GMP-120-6566
File No. - N° de dossier GMP-6-39101 (120)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-04-12	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Aquino, Jill	Buyer Id - Id de l'acheteur gmp120
Telephone No. - N° de téléphone (204)894-0646 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA BOX 518 YELLOWKNIFE Northwest Territories X1A2N4 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

Solicitation No. - N° de l'invitation
EW076-173058/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
GMP120

Client Ref. No. - N° de réf. du client
EW076-173058

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

**RETURN BIDS TO:
Public Works and Government Services
Canada
Room 100,
167 Lombard Ave.
Winnipeg, Manitoba
R3B 0T6**

**REQUEST FOR STANDING OFFER
FOR DUST SUPPRESSANT
YELLOWKNIFE, NORTHWEST TERRITORIES**

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and 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 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, 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 Requirement, the Basis of Payment, Tlicho Land Claims and Self-Government Agreement, Evaluation Criteria, Offeror Achievement and Reporting and Certification, the Electronic Payment Instruments, and the Periodic Usage Form.

1.2 Summary

- 1.2.1 Public Works and Government Services Canada (PWGSC) has a requirement for liquid soil stabilizing product at the tailings containment areas of the Giant Mine site on an as required basis from date of Standing Offer issue to 30 September 2018 with a one (1) year option period, as detailed herein, for delivery to Giant Mine site in Yellowknife Northwest Territories in accordance with the terms and conditions as detailed herein.
- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)
- 1.2.3 The Request for Standing Offer (RFSO) is to establish Departmental Individual Standing Offers for the delivery of the requirement detailed in the RFSO to identified users subject to the Tlicho Land Claims Agreement and Self-Government Agreement.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 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](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.

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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/20) (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/20>) into and form part of the RFSO.

2.1.1 SACC Manual Clauses

M0019T Firm Price 2007-05-25

2.2 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.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten 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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4 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 Manitoba.

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

3.1 Offer Preparation Instructions

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

- Section I: Technical Offer (1 hard copy)
- Section II: Aboriginal Opportunities Considerations Plan (1 hard copy)
- Section III: Financial Offer (1 hard copy)
- Section IV: 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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: Aboriginal Opportunities Considerations (AOC) Plan

The bidder should clearly demonstrate that it has the capacity to and will maximize Aboriginal sub-contracting and involve Aboriginal citizens and businesses in carrying out the work under this project.

Section III: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

Section IV: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Offeror must demonstrate that it meets the minimum mandatory criteria identified in Annex C.

4.1.1.2 Aboriginal Opportunities Consideration Plan

In this requirement, Aboriginal Opportunities Consideration Plan will form part of an offeror's technical bid, in accordance with the criteria listed in Annex C, Annex D, and Annex E.

It is not mandatory for Offerors to include the Aboriginal Opportunities Consideration Plan as part of their proposal.

4.1.2 Financial Evaluation

4.1.2.1 SACC Manual Clause [M0222T](#) (2016-01-28), Evaluation of Price – Canadian/Foreign Offerors

4.2 Basis of Selection

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

1. To be declared responsive, an offer must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria.
2. Offers not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of Aboriginal Opportunities Considerations merit and price. The ratio will be 5% for the Aboriginal Opportunities Considerations merit and 95% for the price.
4. To establish the Aboriginal Opportunities merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 5%.
5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 95%.
6. For each responsive offer, the Aboriginal Opportunities merit score and the pricing score will be added to determine its combined rating.

Example:

95% Price and 5% AOC

Successful Bidder

Bidder	Total Bid Price	\$ Price Calc \$50,000/bidder	Price Score	Price Score out of 95%	AOC Score	AOC Score out of 5%	TOTAL SCORE
a	\$50,000.00	\$50,000/\$50,000	100.0	95.0	0.0	0.0	95.0
b	\$55,000.00	\$50,000/\$55,000	90.9	86.4	10.0	5.0	91.4
c	\$54,000.00	\$50,000/\$54,000	92.6	88.0	10.0	5.0	93.0

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - 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 Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the

Standing Offer.

PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There is no specific requirement applicable to the Standing Offer.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Requirement at Annex A.

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 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](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.

7.3.1 General Conditions

2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

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, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex G. 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: April 1 to June 30;
- 2nd quarter: July 1 to September 30;

- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issue to September 30, 2018.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for 1 (one) additional 1 (one) year period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Request for Standing Offer (RFSO) is to establish Departmental Individual Standing Offers for the delivery of the requirement detailed in the RFSO to identified users subject to the Tlicho Land Claims Agreement and Self-Government Agreement.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Jill Aquino
Procurement Officer
Public Works and Government Services Canada
Acquisitions and Compensation Branch
Environmental Services Acquisitions Team
100-167 Lombard Ave
Winnipeg, MB R3B 0T6

Telephone: 204-894-0646
Facsimile: 204-983-7796
E-mail address: jill.aquino@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.

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7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(To be provided upon issuance of Standing Offer)*

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.

7.5.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail address: _____

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is *to be determined*

7.7 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.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$*to be determined* (Applicable Taxes included)

7.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ *to be determined* (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.10 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](#) (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010A](#) (2016-04-04) General Conditions - Goods (Medium Complexity)
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Tlicho Land Claims and Self-Government Agreement;
- h) Annex E, Offeror Achievement Reporting and Certification;
- i) the Offeror's offer dated *to be determined*

7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12 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 Manitoba.

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.

7.1 Statement of Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Condition

2010A (2016-04-04) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from date of issue to September 30, 2018 inclusive.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.3.2 Delivery Date

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

7.4 Payment

7.4.1 Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B. Customs duties are excluded and Applicable Taxes are extra.

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

7.4.2 Method of Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

7.4.3 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7.5 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.
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.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.6 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

7.7 SACC Manual Clauses

D3010C (2016-01-28) Delivery of Dangerous Goods/Hazardous Products

ANNEX A - STATEMENT OF REQUIREMENT

1. PROJECT SUMMARY

The department of Public Works and Government Services Canada (PWGSC) requires the supply and delivery of a liquid dust suppression product further defined as the "Product" for liquid soil stabilizing product. In addition to supply and delivery, specific health and safety related requirements must be met to deliver the product to the site. The product is required to reduce the generation of wind-blown dust originating from the tailings containment areas at the Giant Mine site, in Yellowknife, Northwest Territories. This contract is for the supply and deliver of a Product only. Application of the Product will be completed by others.

2. PROJECT BACKGROUND

Wind-blown dust is most problematic at the Giant Mine between mid-May and early June as the temperature is typically too low to apply conventional dust suppressants and the surfaces are no longer snow covered. By early June, the ambient temperature in Yellowknife is often warm enough ($\geq 5^{\circ}\text{C}$) to apply conventional dust suppressants on tailings surfaces.

There are four (4) tailings containment areas at the Giant Mine site which require dust suppression management and these areas include the Northwest Tailings Pond, North Tailings Pond, Central Tailings Pond and South Tailing Pond. These ponds cover an area of approximately 700,000 m². The tailings ponds are a by-product of mining operations and consist of processed ores that have been crushed to fine grained particle sizes. Strong winds and variable temperatures during May and June can hamper dust mitigation strategies. Currently, dust suppression activities in the spring are delayed until the tailings have suitability dried out to allow for vehicle traffic.

3. SUMMARY OF WORK

.1 Supply Product to meet the following:

.1 Product to be able to stabilize soil particles by bonding the soil particles with a nano polymerized grid. Product is to have the ability to laminate the soil particles in place, yet have tensile strength to avoid fracturing. Product is to increase the surface density and protect against windblown fugitive dust events for the soil to which it is applied.

.2 Product to be of a non-soluble nature when cured. Product to have an acrylic copolymer base and not a vinyl acetate or vinyl acetate emulsion (VAE). Product is not to contain formaldehyde. Product is to offer ultraviolet (UV) protection and be able to withstand UV degradation

.3 Product to be able to achieve 95% or greater reduction in fugitive dust when subjected to Bench Scale Testing, as indicated in Naval Facilities (NavFac) Engineering Service Centre Site Specific Report SSR-2343-ENV for the "Evaluation of Dust Suppression Products Conducted for the Marine Corps Air Ground Combat Center, TwentyNine Palme, CA".

.4 Product must meet performance conditions of these specifications when subjected to typical weather conditions in Yellowknife, NT. Historical weather information from 1981 to 2010 can be accessed from the following Environment Canada link:

http://climate.weather.gc.ca/climate_normals/index_e.html

Climate Normals for 1981 to 2010 can be found at this link by searching for "Northwest Territories" and then "Yellowknife".

.5 Product must be able to meet the performance requirements outlined in these specifications when applied to tailing pond surfaces at the Giant Mine in Yellowknife, NT. The soil particle gradation of the Tailings is variable, but generally consists of soils classified as either silty sand (SM) or sandy silt (ML) using ASTM D 2487-06, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soils Classification System).

.6 Product estimated to be supplied in suitable quantities to treat 700,000 m2 of tailings surfaces anticipated to occur as follows;

1. Estimated Year 1 (2017) Application - Major application event

Note: Major application is defined as the initial application and founding layer of product. The major applications event is assumed as greater in size, extent, or importance relative to subsequent applications. For this application, assume product is to be applied as per the suppliers recommended instructions.

2. Estimated Year 2 (2018) Application – Supplemental re-application Event

Note: Supplemental re-application is defined as a lesser application, as in size, extent, or importance when compared to the major application. This application can be used to correct deficiencies, reinforce or extend the Product's effectiveness. For this application, assume product will be applied at an application rate of 20 to 25% of the suppliers recommended instructions.

3. Provisional "As and When" Application – Up to a major application event as requested by PWGSC.

.7 Product to be applied in dry conditions with an ambient temperature above 0 degrees Celsius. Product must be capable of curing in temperatures above 0 degrees Celsius. After application, the product must be able to weather freezing temperatures and, once temperatures rise above 0 degrees Celsius, the product must continue to cure.

.8 Product to create a durable surface for occasional traffic, consisting of half ton pickup trucks, to allow for increased surface tensile strength without fracturing and without re-application between scheduled applications.

.9 Include a pigment or dye in the Product to track application areas.

.10 Dried product to be odourless.

.11 Product must be suitable to be applied using conventional equipment such as a water truck or hose system.

.12 The Product is not to cause environmental degradation or contain materials hazardous to human health or wildlife.

.13 Provide Material Safety Data Sheets (MSDS) as per the Workplace Hazardous Materials Information System (WHMIS).

.14 Product can be supplied in a concentrated form and be diluted for application.

.15 Supply manufacturer's instructions for use so that the product can meet the conditions

specified in this document. At minimum, the instructions to include details as follows:

1. Product application rates in litres per square meter (l/m²).
2. Product dilution ratio for the intended application (if required).
3. Recommended application methods and equipment required.
4. Product storage requirements.
5. Product handling, required safety precautions, required PPE, equipment clean up methods and product and container disposal requirements.

.2 Product to be transported and delivered to the Giant Mine site as per the following:

- .1 Product containers to be packaged on pallets or equivalent to allow for relocation by forklift.
- .2 Product to be delivered in sound, sealed and undamaged containers. Product and product containers to be inspected upon arrival and rejected if damaged.

.3 Delivery and supply of liquid Product to meet the following approximate quantity and delivery requirements:

- .1 2017 Application – Between May 15 and June 1, 2017, supply and deliver 180,000 L of Product to the Giant Mine for treatment of 700,000 m² of tailings surfaces.
- .2 2018 Application – Between May 15 and June 1, 2018, supply and deliver 40,000 L of Product to Giant Mine for the completion of a supplemental application.
- .3 For “as and when” Application – Supply and deliver requested quantity within 4 weeks of placement of order.

.4 The Specific Delivery Location at Giant Mine will be indicated by the Care and Maintenance Contractor upon arrival at the Giant Mine site and will be within three (3) kilometres from the Giant Mine site gate. The following specific delivery requirements must be met:

- 1 Upon arrival at the Giant Mine site gate, the driver of each truck must register at the mine reception, provide their driver's license, undergo a fifteen (15) minute site orientation, and pick up a site radio.
- .2 Each truck will be escorted to the Specific Delivery Location.
- .3 Product containers to be off-loaded at the Specific Delivery Location and assistance for off-loading can be provided by the Giant Mine Care and Maintenance contractor.
- .4 Drivers must sign-out at reception and return the site radio prior to departure from site.

ANNEX B - BASIS OF PAYMENT

It is mandatory that Bidders submit firm unit prices for the period of the proposed Contract for all items listed hereafter. **This section, when completed, will be considered as the Bidder's financial proposal.**

Rates quoted must remain firm for the period of the Contract. Pricing must be firm unit prices **including all costs associated with providing the requirement in accordance with the Requirement, Annex A.**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified below. Applicable taxes are extra, if applicable, and to be shown as a separate item on any resulting invoice.

FOB Destination

1.0 Standing Offer Period : Date of Issue to September 30, 2018					
Item	Description	Unit	Estimated Quantity	Unit Price	Extended Total
1.1	Supply and Delivery of Liquid Soil Stabilizing Product and Dye to Giant Mine for the completion of the Year 1 (2017) – major application event	litre	180,000	\$ _____	\$ _____
1.2	Supply and Delivery of Liquid Soil Stabilizing Product and Dye to Giant Mine for the completion of the Year 2 (2018) – supplemental application event	litre	40,000	\$ _____	\$ _____
1.3	Supply and Delivery of Additional Liquid Soil Stabilizing Product and Dye to Giant Mine on an “as and when” basis	litre	180,000	\$ _____	\$ _____
SUBTOTAL A					\$ _____
2.0 Option Period 1 : October 1, 2018 to September 30, 2019					
2.1	Supply and Delivery of Additional Liquid Soil Stabilizing Product and Dye to Giant Mine on an “as and when” basis	litre	180,000	\$ _____	\$ _____
SUBTOTAL B					\$ _____
TOTAL EVALUATED PRICE (SUBTOTAL A + SUBTOTAL B)					\$ _____

ANNEX C- TLICHO LAND CLAIMS AND SELF-GOVERNMENT AGREEMENT

In this requirement, it is not mandatory for Offerors to include the Aboriginal Opportunities Consideration (AOC) as part of their proposal.

This procurement is subject to the **Tlicho Land Claims and Self-Government Agreement**.

Offerors are requested to maximize Aboriginal employment, subcontracting and on-the-job training opportunities, and involve local, regional and Aboriginal citizens and businesses, in carrying out the work under this project.

The CLCA contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles, and subject to Canada's international trade agreement obligations. These socio-economic bid criteria are often referred to as Aboriginal Opportunity Considerations (AOC), and bidders propose Aboriginal opportunities in their bid submission.

The proposed requirement is subject to the Tlicho Land Claims Agreement and Self-Government Agreement. The requirements of the Tlicho Land Claim and Self Government Agreement will apply to this procurement. The provisions that apply are contained in: Chapter 26 – Economic Measures, of the Tlicho Land Claim and Self Government Agreement, clauses 26.3, 26.3.1 (a). http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl_fagr_nwts_tliagr_tliagr_1302089608774_eng.pdf

26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

26.3.1 Where government carries out public activities wholly or partly in Môwhì Gogha Dè Nîttâèè (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities, (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems

For purposes of interpretation:

“deliveries to” means “goods delivered to, and services performed in”.

ANNEX D - EVALUATION CRITERIA

A. COMPLIANCE MATRIX - MINIMUM MANDATORY SPECIFICATIONS

A complete list of the minimum mandatory performance specifications are detailed below in the "Compliance Matrix". Bidders are to clearly demonstrate compliance with each mandatory specification.

1. Bidders must show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
2. Bidders are requested to indicate how they meet each performance specification by recording this information under the Performance Specification Offered column in the Compliance Matrix.
3. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
4. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
5. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.
6. Failure to meet each mandatory performance specification will result in the bid being deemed non-responsive , and be given no further consideration

Requirement	Manufacturer Offered:	Product Number Offered #:
Dust Suppressant		

Item #	Performance Specifications	Status (M) Mandatory (D) Desirable	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered: Bidder should indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidder should cross-reference where this performance specification is indicated in their supporting documents
1	Product to be able to stabilize soil particles by bonding the soil particles with a nano polymerized grid	M			
2	Product is to have the ability to laminate the solid particles in place, yet have tensile strength to avoid fracturing	M			
3	Product is to increase the surface density and protect against windblown fugitive dust events to the soil to which it is applied.	M			
4	Product to be of non-soluble nature when cured. Product to have acrylic co-polymer base.	M			
5	Product to be able to achieve 95% or greater reduction in fugitive dust	M			
6	Product must meet performance conditions of these specification when subject to typical weather conditions in Yellowknife, NT.	M			

7	Product must meet the performance conditions of these specifications when applied to tailing pond surfaces at the Giant Mine in Yellowknife, NT.	M			
8	Product to be applied by others in dry conditions with an ambient temperature as low as 5 degrees Celsius	M			
9	Product must be capable of curing in temperatures as low as 0 degrees Celsius	M			
10	Product to create a durable surface for occasional traffic, consisting of half ton pick-up trucks, to allow for increased surface tensile strength without fracturing and without re-application between scheduled applications	M			
11	Includes a pigment or dye in the Product to track application areas	M			
12	Dried Product is odourless	M			
13	Product is suitable to be applied using conventional equipment such as a water truck or hose system	M			

14	The Product must not cause environmental degradation or contain materials hazardous to human health or wildlife	M			
15	Product includes Material Safety Data Sheets (MSDS) as per the Workplace hazardous Materials Information System (WHMIS)	M			

COMPLIANCE MATRIX – DESIRABLE PERFORMANCE SPECIFICATIONS

Item #	Performance Specifications	Status (M) Mandatory (D) Desirable	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered: Bidder should indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidder should cross-reference where this performance specification is indicated in their supporting documents
1	Product can be supplied in a concentrated form and diluted for application	D			

B. ABORIGINAL OPPORTUNITIES CONSIDERATIONS (AOC)

Evaluation and Assessment of AOC Guarantee

For an offer to be assigned points for guarantees made in respect of any AOC bid criteria, the offeror must provide proof with their offer to demonstrate how they will meet the objective of each criterion. Offerors may use the attached GUARANTEE TABLES to supplement the AOC submission provided in their bid.

Proof of efforts and/or guarantees made by Offerors should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Offerors must ensure their AOC documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Offerors' responsibility to provide sufficient information in its offer to enable the Evaluation Committee to complete its evaluation. Offerors must include all reference material to be considered. Only material and/or documents submitted as part

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OFFEROR GUARANTEE AND CERTIFICATION

1. At time of bid submission - The tables below may be used by offerors to submit their proposals.
2. Information provided may be subject to verification.

TABLE 1 – Head Office

Provide Current Business address
Offerors are requested to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Aboriginal people from the contract area.

TABLE 2 – Guarantee of Aboriginal Content for Sub-Contracting/Suppliers Content:

Total Est. Cost For Supplies/Materials, Equip And Services Procured From Aboriginal Companies for This Standing Offer
Total Offer Price

= _____%

Company Name	Aboriginal Company	Non- Aboriginal Company
Offeror to include the value of work to be Sub-Contracted.		

Bidder Certification

The Bidder should submit the following certification if an AOC guarantee is being provided, either at time of bid submission, or prior to contract award.

ABORIGINAL OPPORTUNITIES CONSIDERATION CERTIFICATION:		
_____	_____	_____
PRINT NAME	SIGNATURE	DATE

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ANNEX E - OFFEROR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For successful Offeror only - If an AOC guarantee is provided as part of the offer, the successful Offeror must provide a summary of activities undertaken to meet the guarantees made as part of the AOC portion of their offer. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the offeror at the end of each standing offer period. The Offeror must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.

2. Information provided may be subject to verification.

3. The AOC Certification and AOC Achievement Reports must be submitted annually, 30 days prior to the next Standing Offer period, with details how the Offerors met its' AOC guarantee.

4. Failure to comply with the request to submit the certification and report within 15 business days may result in a full 1% penalty to be applied as a 1% discount off the unit price of the subsequent Standing Offer period, or, the set-aside of the Standing Offer.

Return Reports to:

Contracting Authority Name: Jill Aquino

Email: jill.aquino@pwgsc-tpsgc.gc.ca

TABLE 1 – Head Office

Provide Current Business address
Offerors must confirm the existence of head offices, staffed administrative offices or other staffed facilities in the Contract area.

TABLE 2 – Achievement of Aboriginal Content for Sub-Contracting/Suppliers Content:

Total Cost For Supplies/Materials, Equip And Services Procured From Aboriginal Companies for This Standing Offer

Final Offer Value
= _____ %

Company Name	<u>Aboriginal</u> Company	Non- <u>Aboriginal</u>
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Offeror to include the value of Sub-Contracted work		

OFFERER CERTIFICATION

ABORIGINAL OPPORTUNITIES CONSIDERATION ACHIEVEMENT CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

The Offeror certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.

ABORIGINAL OPPORTUNITIES CONSIDERATIONS PENALTY CONDITIONS

1. Under the provisions of the proposed contract, where the offeror meets the AOC guarantees specified and certified in his offer, the offeror will be paid the agreed contract price.
2. If the offeror does not meet the certified percentage of Aboriginal Sub-contractors/Suppliers, and fails to fulfill their Aboriginal sub-contractors/suppliers guarantees, an amount of up to 1% may be applied off the unit price of the subsequent Standing Offer period, or, the set-aside of the Standing Offer.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Offeror, any penalties owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Standing Offer.
5. Canada reserves the right, at their sole discretion, to reduce or eliminate damages if it can be clearly demonstrated that significant efforts were made to meet the AOC guarantee and the minimum requirements could not be met due to circumstances out of the Offeror's control.

TABLE 1 - ASSESSMENT OF ABORIGINAL SUB-CONTRACTING/SUPPLIER PENALTY			
ITEM#	REQUIREMENT	WEIGH	SCORE
1	<p>Calculate the percentage of guarantee achieved for Aboriginal content based on the following formula, where: Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \% * 60 \%$</p>	60	
2	<p>OFFEROR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to offerer's ability to demonstrate diligent efforts to achieve Aboriginal sub-contracting / supplier guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <p>0-13 points - Offerer demonstrated little to no effort and made no attempt to meet the AOC sub-contracting/supplier guarantees.</p> <p>14-27 points - Offerer demonstrated moderate effort while attempting to meet the AOC sub-contracting/supplier guarantees.</p> <p>28-40 points - Offerer demonstrated outstanding effort while attempting to meet the AOC sub-contracting/supplier guarantees.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY: (100 - total assessed score)% x 1%</p>		$\frac{\quad}{\quad} \%$ discount
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Project Authority (PWGSC): _____</p> <p>Standing Offer Authority (PWGSC): _____</p>		

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ANNEX F to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);

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ANNEX G - PERIODIC USAGE REPORT FORM

As a requirement of this Request for Standing Offer, a report shall be submitted as follows:

Return to:

Jill Aquino	jill.aquino@pwgsc-tpsgc.gc.ca	204-894-0646
<i>Name</i>	<i>Email Address</i>	<i>Fax</i>

at:

Public Works and Government Services Canada
Environmental Services Acquisitions Team, Acquisitions Branch
100-167 Lombard Avenue
Winnipeg, MB R3B 0T6

REPORT ON THE VOLUME OF BUSINESS

SUPPLIER:

REPORT FOR THE PERIOD ENDING:

Description of Requirement	Call-up #	Total Billing (GST Included)

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

PREPARED BY:

NAME:

SIGNATURE:

TELEPHONE NO.: