



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
Bid Fax: (204) 983-0338

**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 - Western
Region
Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

Title - Sujet Food - Miscellaneous Groceries, NU	
Solicitation No. - N° de l'invitation 23239-160490/A	Date 2015-11-03
Client Reference No. - N° de référence du client 23239-160490	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-010-9648
File No. - N° de dossier WPG-5-38133 (010)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-12-15	
Time Zone Fuseau horaire Central Standard Time CST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Maki, Christie	Buyer Id - Id de l'acheteur wpg010
Telephone No. - N° de téléphone (204)984-1083 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATURAL RESOURCES Specified Herein Précisé dans les présentes 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

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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: 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 Requirement, the Basis of Payment, Usage Report, Sample Products List, Nunavut Land Claims Agreement –Inuit Opportunities Consideration and Beneficiary Involvement Report.

1.2 Summary

- 1.2.1 A Regional Individual Standing Offer for the supply, delivery and off loading of dairy products, bakery products, fresh and frozen meat, seafood and poultry, fresh and frozen produce, beverages, and miscellaneous grocery items care of Natural Resources Canada (NRCan). Items are for delivery to Resolute Bay, NU, on an “as required” basis from date of issue to November 30, 2016 - (program runs each year for approximately ten (10) months, from January 1, 2016 to October 10, 2016), with two (2) one (1) year option periods of approximately December 1, 2016 to November 30, 2017 and December 1, 2017 to November 30, 2018. Additional arctic locations may be added.
- 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 requirements of the Nunavut Land Claims Agreement (NLCA) will apply to the proposed procurement.

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>) 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 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.1.1 SACC Manual Clauses

SACC Manual Clause B3000T (2006-06-16) Equivalent Products

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.

Once the offer has been completed and submitted by facsimile or mail, a copy of the Basis of Payment, Annex B, Appendix 1 (Excel file) should be sent, by e-mail, to the following address:
WST.MBFood@pwgsc-tpsgc.gc.ca

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 15 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: 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 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: 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 Payment by Credit Card

Canada requests that Offerors complete one of the following:

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- (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.

3.1.2 Exchange Rate Fluctuation

C3011T 2013-11-06, Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications 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 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

- a) Ability to perform the full scope of the work as described in Annex A, Requirement.
- b) Provision of pricing as per Annex B, Basis of Payment.

4.1.1.2 Inuit Opportunities Considerations Guarantee

Offerors must submit the completed certifications guarantee as part of their proposal if a guarantee of Inuit Opportunities Considerations (IOC) is being provided. Refer to Annex D, and E. If no IOC guarantee is provided as part of their offer, then the liquidated damages conditions will not apply and the certification needs not be completed.

4.1.2 Financial Evaluation

4.1.2.1 SACC Manual Clause M0220T (2013-04-25), Evaluation of Price.

4.1.2.2 Offers will be evaluated in accordance with the discounts provided in Annex B Basis of Payment, Schedule 1, 2 and 3, and the pricing provided in Appendix 1- Sample Products List using the items' requested format and estimated annual quantities.

4.1.2.3 The Evaluated Price for each of the six (6) Product Lists will be calculated as follows:

- (a) Applying each item's Unit Price offered (Annex A, Appendix 1 – Sample Products List) by the discount offered for its respective Product List (Pricing Schedule 1); then,
- (b) Multiplying each item's discounted Unit Price by each item's respective estimated quantities to receive the extended price; and,
- (c) Adding the extended prices together to obtain the extended subtotal.

4.1.2.4 The Evaluated Cost for each of the six Product categories for each option year will be calculated as follows:

- (a) Applying each category's estimated expenditure by the discount offered for its respective Product List (Schedule 2 and 3); to obtain the extended subtotal.

4.1.2.5 The Evaluated Price for shipping will be calculated as follows:

- (a) Multiplying estimated weight by Unit Price for each year.
- (b) Adding the extended prices together to obtain the extended subtotal.

4.1.2.6 The total Evaluated Price will be calculated by adding The Evaluated Price for each of the six (6) Product Lists, The Evaluated Price for Shipping and The Evaluated Cost for each of the six Product categories for each option year. The Offer with the lowest aggregate evaluated price will be recommended for issuance of a Standing Offer.

4.1.2.7 Offerors are requested to provide pricing as per unit of issue requested (ie. kg, lbs). It is the responsibility of the offeror to provide conversion to the unit of issue requested. Failure to do so may render the offer non-responsive without further consideration.

4.2 Basis of Selection

SACC Manual Clause M0069T (2007-05-25), Basis of Selection

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. 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), 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 – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada-Labour's website.

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 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

6.2 Security Requirements

6.2.1 There is no security requirement applicable to this Standing Offer.

6.3 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 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 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 to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

December 1 to February 29
March 1 to May 31
June 1 to August 31
September 1 to November 30

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to November 30, 2016.

6.4.2 Extension of Standing Offer

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If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) year periods, from December 1, 2016 to November 30, 2017 and December 1, 2017 to November 30, 2018 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.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Christie Maki
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
100-167 Lombard Avenue
Winnipeg, MB R3B 0T6
Telephone: (204) 891-6126
Facsimile: (204) 983-7796
E-mail address: Christie.maki@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.

6.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: _____ To be determined
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.

6.5.3 Offeror's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: National Resources Canada.

6.7 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.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$75,000.00 (Applicable Taxes included).

6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$TBD 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.

6.10 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 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A General Conditions- Goods (Medium Complexity) (2015-09-03);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Usage Report;
- h) Annex D, Nunavut Land Claims Agreement –Inuit Opportunities Consideration;
- i) Annex E, Beneficiary Involvement Report;
- j) the Offeror's offer dated _____.

6.11 Certifications

6.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO).

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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. If the Offeror does not comply with any certification, fails to provide the additional information, or if 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.

6.12 SACC Manual Clauses

M3000C (2006-08-15) Price Lists

6.13 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.

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2015-09-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2015-09-03), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Period of the Contract

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

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B for a cost of \$TBD. Customs duties are included and Applicable Taxes are extra.

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

6.4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.4.3 Single Payment

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

6.4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

6.5 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.

6.6 SACC Manual Clauses

SACC Manual clause B2005C (2007-05-25) Fish- Quality Stamping
SACC Manual clause B3003C (2007-05-25) Grade of Meat
SACC Manual clause B7500C (2006-06-16) Excess Goods
SACC Manual clause D0014C (07-11-30) Delivery of Fresh Chilled or Frozen Products
SACC Manual clause D3004C (2004-11-30) Type of Transport
SACC Manual clause D3007C (2007-11-30) Inspection and Stamping
SACC Manual clause D5311C (2007-11-30) Right of Access and Inspection of Meat
SACC Manual clause G1005C (2008-05-12) Insurance

6.7 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.8 Nunavut Land Claims Agreement – Evaluation Criteria

The benefits that apply to this procurement are contained in Part 6 - Bid Criteria of Article 24 - Government Contracts of the Nunavut Land Claims Agreement (NLCA), section:

24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- a. the existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
- b. the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- c. the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

ANNEX A

REQUIREMENT

Summary

A Regional Individual Standing Offer for the supply, delivery and off loading of dairy products, bakery products, fresh and frozen meat, seafood and poultry, fresh and frozen produce, beverages, and miscellaneous grocery items care of Natural Resources Canada (NRCAN) in Resolute Bay, NU, on an "as required" basis from date of issue to November 30, 2016 (program runs each year for approximately ten (10) months, from January 1, 2016 to October 10, 2016), with two (2) one (1) year option periods of December 1, 2017 to November 30, 2017 and December 1, 2018 and November 30, 2018. For delivery to Resolute Bay NU, Airport.

1. Requirement

To supply food products to the Polar Continental Shelf Program (PCSP) facility located in Resolute Bay, NU during the regular field season. On average, over the past years, food orders were placed weekly from January to September, with one above average order placed for early January delivery.

2. Delivery

The expiration date on fresh products must be a minimum of four (4) calendar days after the delivery date to Resolute Bay. Deliveries must be made directly to locations detailed in the call-up.

The Offeror must accept customer cancellations/amendments to call-ups if they occur forty-eight (48) hours prior to delivery.

All containers must be clearly marked to show Offeror/supplier's name and address, identification of contents, net weight and/or quantity, storage instructions and/or special instructions.

No containers will be returned to the Offeror. PCSP will not be responsible for returning any packaging to the Offeror, thus the packaging must be disposable or recyclable.

Freight charges are to be included as a separate line item on all invoices.

Offeror is requested to advise the Technical Authority or the designated alternate of the date and time delivery to Resolute Bay Airport is expected, at least 24 hours prior to delivery, so that PCSP can make arrangements to receive the items.

3. Delivery Locations:

For air delivery :
Resolute Bay Airport,
Resolute Bay, Nunavut, Canada

For Sealift:
Resolute Bay, Nunavut, Canada

One sealift delivery per year of approximately 9000KGs of groceries may be requested in approximately May of each year for delivery to Resolute Bay, Nunavut via the Eastern Arctic Sealift (ETA is September of each year.)

NRCAN may add additional Arctic delivery locations

4. Emergencies

Stock outs/back orders/order changes: changes to an order can be made by the Project Authority (or his designate) no later than forty-eight (48) hours prior to delivery. No substitutes will be made without prior written approval by the call-up authority. The supplier must notify the technical authority (or designate) within forty-eight (48) hours from receipt of call-up of any backordered items not available for delivery, with suggestions for replacement, All replacements must have prior approval from the by the technical authority (or designate).

5. Delivery service requirements

a. Consignee

All shipments must be consigned and delivered FOB destination to the destination specified in the call-up against the standing offer.

b. Acknowledgement of call-ups and confirmation of availability

The Offeror must not proceed without receipt of a duly completed and authorized call-up.

The Offeror must acknowledge receipt of the each call-up and notify the ordering office within forty-eight (48) hours of receipt items not available for delivery.

If the Offeror does not acknowledge receipt of the call-up within the requested time frame, the identified user may cancel the call-up without incurring any cost or penalties.

6. Pricing

Request to have access to entire food catalogue.

Preference is to have pricing based on weight where feasible.

a. Special Offerings

The Offeror must provide Identified Users with any further price reductions (with a copy of the document sent to the Contracting Authority) in effect as a result of a special offering due to year end or surplus manufacturing runs, special job lots, sales, clearances and promotions.

The terms and conditions of this Standing Offer will apply to any call-up and resulting contract, even if at the time of the call-up, the Offeror gives the Identified User prices that are lower than the prices listed in the Standing Offer.

Prices charged on invoices must reflect the price of the item less the offered discount at the time of ordering.

7. Packaging Material

All food must be in proper shipping boxes for air transport and be rugged enough to withstand being handled multiple times.

Pork chops, breakfast sausage, Italian sausage, chicken breast, chicken leg, chicken wing, chicken boneless thighs, turkey sausage, beef rib eye steaks, bacon and shall be packaged in the following type boxes; CFP - 10LB Patty - CMC 143 (OR) Mitchel – Lincoln 9444 boxes (edge crush weight 23lbs / size limit 40 inches / Gross weight 20 lbs.) or equivalent.

In the situation of a repack – all items in a repack box should be wrapped individually (to prevent damage in shipment) and will be properly contained so as not to have the box open in shipping process. Each repack shall be clearly identified with markings indicating “RE-PACK”.

- a. Where items are to be sent that have plastic outer packages (dairy/bread) the supplier will need to re-pack in good quality cardboard boxes.

Boxes and containers shall be enclosed to prevent damage to product. Shippers need to be aware that this food is being transported above the Arctic Circle where perishable items can be exposed and damaged very quickly as a result of extreme wind chill conditions.

- a. In the case of items like produce where boxes are not fully enclosed the offeror is to wrap in brown paper to protect from elements (wind and excess cold). Boxes are then individually labelled and then palletized and shrink wrapped for delivery. Produce is not to be packaged in plastic shopping bags as it degrades the quality and longevity of perishables.

8. Delivery, Inspection and Acceptance

- a. Canadian General Standards – to include
- b. Food and Drugs Act

All products supplied against this Standing Offer must adhere to *the Food and Drugs Act* (R.S.C 1985, C.F-27).

- c. Shelf Life ** More than 12 months for dry**

Products to be supplied must be of recent production and have the latest production date available. The shelf life or best before date must be clearly marked in a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering. Items beyond 20% of their expected shelf life will not be accepted.

- d. Hygiene – Delivery Vehicles

All delivery vehicles must comply with or exceed the standards set out in the Canadian Sanitation Code, current issue at time of call up.

- e. Acceptable grade AA and higher for meat, grade A for poultry.

- f. Beef Meat – Aging Requirements

All beef (bone in or boneless) must be aged for a minimum of fourteen (14) days prior to being frozen.

If it is not possible to supply aged beef products from stock on hand at the time of call-up, supplier must contact the consignee to advise the best possible delivery date. Do not supply a product that has not been aged for the minimum period of time.

- g. Order Size

Pork, lamb and veal: Master carton to contain no more than 22 kg (50 lbs)

- h. Ground Beef – Fat Content Certification Requirements

The following certification is required with each shipment of ground beef. Signed by the authorized representative of supplier. "Certified that fat content of this shipment, supplied in accordance with the Standing Offer Agreement, had been analyzed and does not exceed 19% fat."

i. Bread and Bakery Products

Offerors of Bread and Bakery Products must be regularly inspected by the Canadian Food Inspection Agency or equivalent Provincial entity.

j. Dairy Products

Poly bags must be free from contamination

All ice cream products must arrive at the destination hard frozen

k. Packing Requirements – Eggs

Minimum bursting strength cardboard box, Canada approved and must be wire strapped or taped with nylon tape "Scotch Brand" or equivalent.

l. Fresh Fruit and Vegetables

All fresh fruit and vegetables must meet the delivery conditions and requirements as per CGSB 32.250M current issue. Fruit and vegetables must comply with the grade requirements and other provisions prescribed in the Canadian Agricultural Products Act and the fresh Fruit and Vegetable Regulations. The fruit and vegetables must be of one variety or of similar variety characteristics as established for the grade concerned in the Fresh Fruit and Vegetable Regulations. The fruit and vegetables must be clean, sound, free of mould, fresh and without evidence of moisture loss (wilted or shrivelled or soft), moisture or freezing damage or sunburn. The fruit and vegetables must be practically free from foreign matter, decolouration, or damage caused by insects, worms, disease, decay, over maturity, hail, mechanical or other means. The fruit and vegetables must be delivered and packaged so that they will arrive at the destination in good condition and at the user's specified state of maturity. No produce are to be iced except for broccoli, parsley and green onions. Produce is not to be packaged in plastic shopping bags as it degrades the quality and longevity of perishables.

m. Fruit – Quick Frozen

In addition to the meeting the requirements of CGSB 32.250M Standard, current issue, and frozen fruit must comply with the relevant portions of the Food and Drugs Act and Regulations, the Canada Agriculture Products Standards Act and Processed Fruit and Vegetables Regulations. (Not to exceed 16.6 kg per case)

n. Vegetables and Vegetable Products – Quick Frozen

In addition to meeting the requirements of CGSB 32.250M Standard, current issue, frozen vegetables and vegetable products must comply with the relevant portions of the Food and Drugs Act and Regulations, the Canada Agriculture Products Standards Act and Processed Fruit and Vegetables Regulations. (Not to exceed 13.6 kg per case)

o. Inspection and Acceptance by Project Authority

Final Inspection and acceptance of product will rest solely with the Project Authority at destination. All products supplies must be free of signs of deterioration, spoilage, filth or damage by rodents or

insects. The Consignee has the right to reject the product at the time of delivery and unacceptable product must be removed immediately by the Offeror.

p. Rejections

Rejected items discovered after delivery may, on request, be replaced within one (1) week of notification. Where operational requirements do not support product replacements, the Project Authority has the right to request a credit to be applied for future food purchases.

Failure to provide the level of quality of goods and services as defined herein OR noncompliance during the entire period of the Standing Offer, on more than three (3) instances over the period of the Standing Offer may result in the following:

First incident: An initial written notification from the Identified User with a copy to PWGSC documenting failure from the Identified User to provide the level of service required, quality of products or correct product size etc.

Second incident: A written notice from PWGSC requesting corrective action and timeline for the Offeror to respond; and

Third incident: A written notification from PWGSC of the Standing Offer suspension and no further call-ups will be processed.

All correspondence regarding rejections must be confirmed in writing within 24 hours from the time of discovery.

q. Liability for Defective Products

If broken or damaged goods are received, their subsequent reshipment to the Canada will be at the Offeror's own expense. If it is determined following acceptance and during the use that the product does not meet the purchase description, standards or specification referred to, the Offeror will be required to accept return of the balance of the defective products at his own expense and will be required to rebate a percentage of the price of the products used, based on the extent of the defect. Recourse as provided in the PWGSC General Terms and Conditions may be initiated by Canada.

ANNEX B

BASIS OF PAYMENT

It is **MANDATORY** that offerors submit all inclusive prices/rates for the period of the proposed Standing Offer.

1. Offerors must provide:
 - a) Provision of firm pricing for all categories specified in Schedule 1, Schedule 2 and Schedule 3.
 - b) For the purpose of evaluation, Offerors must provide firm pricing: for a minimum of 90% of items specified under each category in the attached in Appendix 1, excel spreadsheet. To be compliant the offeror must provide pricing for at least:
 - 27/30 items listed under Meat and Seafood,
 - 63/70 for items listed under Miscellaneous Products,
 - 18/20 for items listed under Dairy Products,
 - 14/15 items listed under Bakery Products,
 - 27/30 for items listed under Fresh Fruit and Vegetables and
 - 18/20 for items listed under Other Frozen Products.
2. Sizing offered in Appendix 1, under Offered Format must be within 15% of the requested amount of the item.
3. Evaluation of Appendix 1 Sample Products List will be based on like items. Only items that have been priced by all responsive offerors will be included in the calculation of the Evaluated price.
4. Offerors are requested to provide pricing as per unit of issue requested. It is the responsibility of the offeror to provide conversion to the unit of issue requested. Failure to do so may render the offer non-responsive without further consideration.
5. Offerors may provide firm unit prices under Pricing Schedule 4- Onetime Delivery Per Year Sealift to Resolute Bay NU for information purposes only.
6. Prices must be in Canadian dollars, applicable taxes excluded, including all environmental levy fees, deposits, and packaging and preparation for shipping fees. Applicable taxes, and environmental levy fees, and deposits will be shown as a separate line item on any resulting invoices.
7. The quantities provided are provided for evaluation purposes only and do not constitute a guarantee or commitment on behalf of the crown.

This section, when completed, will be considered as the offeror's Financial Proposal.

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Pricing Schedule 1

From date of issue to November 30, 2016

Prices as listed in your current online or published Canadian retail price list/catalogue for the following Food Product Lists Category in effect on date of call-up (Applicable Taxes extra), less a discount of:

These discounts will be applied to the sample product list to obtain an extended price.

Item	Product Category	Percentage discount offered
1	Meat and Seafood	%
2	Miscellaneous Dry Products	%
3	Dairy Products	%
4	Bakery Products	%
5	Fresh Fruits and Vegetables	%
6	Other Frozen Products	%

SHIPPING	Estimated Usage in KGs	Price per KG	Extended Total
By Air to Resolute Bay NU Airport	20,000 kg		

Pricing Schedule 2

Option Year 1: From December 1, 2016 to November 30, 2017

Prices as listed in current online or published Canadian retail price list/catalogue for the following Food Product Lists Category in effect on date of call-up (Applicable Taxes extra), less a discount of:

These discounts will be applied to the estimated expenditure for each category to obtain an extended price

Item	Product Category	Percentage discount offered	Estimated Usage	Extended price (estimated usage minus percentage discount)
1	Meat and Seafood	%	\$80,000.00	
2	Miscellaneous Dry Products	%	\$20,000.00	
3	Dairy Products	%	\$20,000.00	
4	Bakery Products	%	\$20,000.00	
5	Fresh Fruits and Vegetables	%	\$50,000.00	
6	Other Frozen Products	%	\$20,000.00	

SHIPPING	Estimated Usage in KGs	Price per KG	Extended Total
By Air to Resolute Bay NU Airport	20,000 kg		

Pricing Schedule 3

Option year 2: From December 1, 2017 to November 30, 2018.

Prices as listed in your current online or published Canadian retail price list/catalogue for the following Food Product Lists Category in effect on date of call-up (Applicable Taxes extra), less a discount of:

These discounts will be applied to the estimated expenditure for each category to obtain an extended price.

Item	Product Category	Percentage discount offered	Estimated Usage	Extended price (estimated usage minus percentage discount)
1	Meat and Seafood	%	\$80,000.00	
2	Miscellaneous Dry Products	%	\$20,000.00	
3	Dairy Products	%	\$20,000.00	
4	Bakery Products	%	\$20,000.00	
5	Fresh Fruits and Vegetables	%	\$50,000.00	
6	Other Frozen Products	%	\$20,000.00	

SHIPPING	Estimated Usage in KGs	Price per KG	Extended Total
By Air to Resolute Bay NU Airport	20,000 kg		

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Pricing Schedule 4- Onetime Delivery Per Year Sealift to Resolute Bay NU

Year	Estimated Usage in KGs	Price per KG	Extended Total
2016	9000		
2017	9000		
2018	9000		

ANNEX D

NUNAVUT LAND CLAIMS AGREEMENT- INUIT OPPORTUNITIES CONSIDERATION

The requirements of the Nunavut Land Claims Agreement (NLCA) <http://www.aadnc-aandc.gc.ca/eng/1100100030601/1100100030602> will apply to the proposed procurement. Bidders are therefore requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Article 24 -The Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, clause 24.6.1.

Opportunities and Considerations

Offers will be evaluated and allocated a range of points in accordance with the degree to which the Offeror's proposed method of carrying out the work meets the objectives of the following criteria.

In this requirement "Nunavut Representations" will allow for up to a maximum of 5% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socio-economic benefits in the region.

For purposes of interpretation:

"Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is

- a. a limited company with at least 51% of the company's voting shares beneficially owned by Inuit,
- b. a co-operative controlled by Inuit, or
- c. an Inuk sole proprietorship or partnership.

Evaluation and Assessment - Submission Requirements

In order for an offer to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Nunavut Representations"), appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

The Minister reserves the right to verify any information provided in the "Nunavut Representations" and that untrue statements may result in the tender being declared non-responsive.

Treatment of Representations and Warranties

The Offeror acknowledges that:

- a) the Minister relies upon the "Nunavut Representations" to evaluate offers; and
- b) the "Nunavut Representations" shall become covenants under any standing offer(s) resulting from this solicitation.

IOC Evaluation Criteria

Offerors must ensure that its IOC documentation demonstrates sufficient evidence to assess the compliance of the proposal with the criteria listed herein. It is the sole responsibility of the Offeror to provide sufficient information within its proposal to enable the Evaluation Committee to complete its evaluation. Offerors must include reference material it wishes to be considered. Material and/or documents outside the proposal will not be considered. URL links to Offerors website will not be considered. No prior knowledge or experience will be taken into consideration.

Item	Inuit Opportunities Consideration (IOC)	Score	Percentage Deduction
1.	<p>Offices - the existence head offices, administrative offices or other facilities in the Nunavut Settlement Area.</p> <p>Offer has demonstrated the existence or creation of: (maximum 2 points)</p> <p>a) 1 point – 1 Office or other facilities b) 2 points – 2 or more Office(s) and/or other facilities</p>		
2	<p>Sub-Contracting – – the contribution of Nunavut Inuit in carrying out the standing offer, which will include, but not be limited to, the employment of Inuit labour, engagement of Inuit professional services or the use of suppliers that are Inuit or Inuit firms which can act as sub-contractors in assisting with the carrying out of the Standing Offer.</p> <p>a) The percentages identified below relate specifically to labour hours used for the provision of the Standing Offer regardless of whether they are prime contractor staff and/or subcontractor staff.</p> <p>i) 5 – 25% of total labour hours .5 point ii) 26 – 50% of total labour hours 1 point iii) 51 – 75% of total labour hours 1.5 points iv) 76 – 100% of total labour hours 2 points</p> <p>b) Use of Inuit suppliers and identification of goods / services to be provided by Inuit suppliers together with an estimate of the value of goods / services. 1 point</p>		
	Maximum total points available	5	
	Maximum percentage deduction earned		

Liquidated Damages

The Offeror acknowledges that:

- 1.1 the Request for Standing Offer (RFSO) and this Standing Offer/Contract fall within the ambit of the Agreement Between the Inuit of Nunavut Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and
- 1.2 pursuant to Article 13 of the "Agreement", the bid criteria included in the RFSO and this standing offer included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:
 - 1.2.1 the existence or creation of head offices, administrative offices or other facilities in the Nunavut Settlement area.
 - 1.2.2 the employment of Inuit labour, the engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms which can act as sub-contractors in assisting with the carrying out of the standing offer.
2. The offeror acknowledges and confirms that it made the following commitments (collectively the "Nunavut Representations") as contemplated in paragraph 1 above in its bid for this standing offer (To be completed at time of standing offer award):

COMMITMENT ASSIGNED POINT

- .1 TO BE COMPLETED AT CONTRACT AWARD
- .2 a)
b)
3. The offeror acknowledges that the "Nunavut Representations":
 - 3.1 are covenants under this standing offer; and
 - 3.2 each represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.
4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the standing offer, the Offeror breaches any or all of the "Nunavut Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Offeror, the applicable sum or sums identified per each "Nunavut Representation" in paragraph 3.2.
5. The Offeror further acknowledges that:
 - 5.1 The Offeror acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Offeror acknowledges that it did not act under any duress.

ANNEX E

BENEFICIARY INVOLVEMENT REPORT

In this requirement, it is not mandatory for Offerors to include Inuit Opportunities Considerations (IOC) as part of their offer.

The Inuit Opportunities Considerations will allow for up to a maximum of 5% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the IOC Evaluation Criteria detailed in Annex D. The total actual offer price will be used for evaluation purposes of the IOC criteria and will be calculated by reducing the total aggregated offer price by a percentage equal to the total number of points assigned through the IOC Evaluation Criteria. This provides for socio economic benefits in the region.

PART I GUARANTEE and CERTIFICATION

Offerors are to submit completed certifications if an IOC and/or guarantee is being provided (part II). If no IOC guarantee is provided as part of their offer, then the liquidated damages conditions will not apply and this certification needs not be completed.

If an IOC guarantee is provided as part of the offer, the Offeror must submit the completed Beneficiary Involvement Report certification with complete and accurate details on its Inuit Content guarantee target each year. Prior to each Standing Offer Period, the Standing Offer Authority will inform the Offeror to submit the duly completed IOC Beneficiary Involvement Report certification. The Offeror will be given a 30 day time frame to meet this requirement.

In the event the Offeror did not meet its IOC Content target for the year, liquidated damages equal to the percentage not achieved for the year may be assessed against the individual unit prices for the next standing offer period.

Example:

Case-by-case-consideration is given to Offerors' ability to demonstrate IOC targets.

Liquidated damage calculation in the range of .5% to 5% as defined in Annex D, IOC Evaluation Criteria.

Calculation of liquidated damages reduction will be: $A - B = C$

Description	Column A % Proposed	Column B % Achieved	Column C Liquidated damages (unit price reduction)
Offerors AOC or IOC content target at Standing Offer Award:			
2 facilities 51-75% of total labour hours	2% 1.5%		N/A N/A
TOTAL	3.5%		N/A
Offerors AOC / ICO certification of target for year 1			
2 facilities 26-50% of total labour hour		2% 1%	N/A .5%
Total		3%	.5% unit price reduction or set aside of Standing Offer
Offerors AOC / IOC certification of target for year 2			
2 facilities 51-75% of total labour hours		2% 1.5%	N/A
Total		3.5%	N/A

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PART II Beneficiary Involvement Report

The Offeror must submit the following duly completed certification if a guarantee of Inuit Opportunities Considerations involvement is being provided. If no Inuit involvement guarantee is provided as part of this standing offer, then the liquidated damages conditions will not apply and this certification needs not be completed.

The Beneficiary Involvement Report certification must be submitted each year. A separate report must be submitted for each CLCA Opportunities Considerations. **Failure to comply may result in liquidated damages or the setting aside of the Standing Offer.**

Standing Offer # _____

Standing Offer Title: _____

Offeror Name: _____

Standing Offer Period: _____

Complete, date and sign the applicable boxes.

Guarantee of CLCA Facilities:

Name & Location of Facilities	Provide CLCA Letter certifying status as a CLCA Business

(Name – Print)

(Signature of Authorized Officer of Standing Offer)

(Date)

The Offeror certifies that its Guarantee of CLCA Facilities submitted herein is accurate and complete.

Submit involvement report for each period to:

Contracting Authority: Christie.Maki@pwgsc-tpsgc.gc.ca or fax to: 204-983-7796

