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Solicitation No. - N° de l'invitation  
W1568-170031/B  
Client Ref. No. - N° de réf. du client  
W1568-170031

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-6-39009

Buyer ID - Id de l'acheteur  
STN201  
CCC No./N° CCC - FMS No./N° VME

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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            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, the Electronic Payment Instruments, and any other annexes

### **1.2 Summary**

Department of National Defence in Yellowknife, NT has the requirement for one (1) Regional Individual Standing Offer (RISO) for the supply, delivery and off-loading of miscellaneous groceries, on an "as required" basis for a period of three (3) years, from date of issue (Estimated to be July 1<sup>st</sup>, 2017 to June 30<sup>th</sup>, 2020)

This procurement is subject to the Agreement on Internal Trade (AIT).

The requirement is subject to a preference for Canadian goods and/or services.

This procurement is subject to the Nunavut Land Claims Agreement. The benefits that apply are contained in: Chapter 24, Government Contracting:

[http://www.collectionscanada.gc.ca/webarchives/20071115061311/http://www.ainc-inac.gc.ca/pr/agr/nunavut/index\\_e.html](http://www.collectionscanada.gc.ca/webarchives/20071115061311/http://www.ainc-inac.gc.ca/pr/agr/nunavut/index_e.html)

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### **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](#) (2017-04-27) 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**

[B3000T](#) (2006-06-16), Equivalent Products  
[M0019T](#) (2007-05-25), Firm Price and/or Rates

### **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.

### **2.4 Enquiries - Request for Standing Offers**

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

### **2.5 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 the Northwest Territories.

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 (One (1) hard copy)
- Section II: Financial Offer One (1) hard copy) and One (1) soft copy, Excel File, by email to [WST.CAL-Food@pwgsc-tpsgc.gc.ca](mailto:WST.CAL-Food@pwgsc-tpsgc.gc.ca)
- Section III: Certifications One (1) hard copy)
- Section IV: Additional Information (One (1) hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment and Annex C, Financial Evaluation. 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 "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" 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 III: Certifications**

Offerors must submit the certifications and additional information required under Part 5.

## **Section IV: Additional Information**

### **Inuit Benefits Plan**

Bidders should provide the information requested in the chart in Annex E, Inuit Benefits Plan.

In this requirement the Inuit Benefits Plan (IBP) will allow for up to a maximum of 5% increase to the responsive combined rating of Inuit Benefits Plan (IBP) and price.

The bidder should clearly demonstrate how they will maximize Inuit subcontracting and supplying opportunities and involve Inuit citizens and businesses in carrying out the work under this project.

## 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.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

- a. By submitting a bid the offeror is stating that they can and will perform the full scope of the requirement as described in Annex A, Requirement;
- b. Offerors must complete Annex B, Basis of Payment;
- c. Offerors must complete Annex C, Financial Evaluation, and provide pricing for 90% of all line items; and
- d. Prior to issuing a Standing Offer, a copy of the lowest Offeror's published price list in effect on **May 29, 2017** will be requested by the contracting Authority for price verification purposes. The published price list must be submitted to the contracting Authority within five (5) working days of the request. If the published price list is not received within the allowable timeframe, the Offer will be considered non-compliant and no further consideration will be given.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Evaluation of Price

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection

The Contractor selection will be based on the highest responsive combined rating of Inuit Benefits Plan (IBP) and price. The ratio will be 5% for the Inuit Benefits Plan and 95% for the price.

$$\text{IBP Score} = \frac{\text{Bidder' Points}}{\text{Maximum Points}} \times 5\%$$

$$\text{Cost Score} = \frac{\text{Lowest Bid}}{\text{Bidder' Cost}} \times 95\%$$

## **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.

#### **5.1.2 Additional Certifications Required with the Offer**

##### **5.1.2.1 Canadian Content Certification**

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

( ) a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#).(9), Example 2, of the *Supply Manual*

**5.1.2.1.1** SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

### **5.2 Certifications Precedent to the Issuance of a Standing Offer**

The certifications 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](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 - 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 the 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) (<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](#) (2016-04-04) 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 "F ". 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 fifteen (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 July 1, 2017 to June 30, 2020.

## 6.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Rina Marsland  
Procurement Specialist  
Public Works and Government Services Canada  
Acquisitions Branch – Western Region  
Government of Canada Building  
101 22<sup>nd</sup> St E, Suite 110  
Saskatoon, SK S7K 0E1

Telephone: 306-241-5742  
Facsimile: 306-975-5397  
E-mail address: [rina.marsland@pwgsc-tpsgc.gc.ca](mailto:rina.marsland@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 identified in the call-up against the 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 against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 6.5.3 Offeror's Representative

(Offeror to complete)

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:

**Department of National Defence, CFB Yellowknife, NT**

## 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 or an electronic document.

## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$40,000.00** (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 **\$425,000.00** (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 four 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](#) (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity)
- f) Annex A, Requirement;
- g) Annex B, Basis of Payment;
- h) Annex C, Financial Evaluation;
- h) Annex D, Electronic Payment
- i) the Offeror's offer dated **TBD**

## 6.11 Certifications and Additional Information

### 6.1.1 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.

## **6.11.2 SACC Manual Clauses**

[M3000C](#) (2006-08-15), Price Lists  
[M3060C](#) (2008-05-12) Canadian Content Certification

## **6.12 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 the Northwest Territories.

## **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 Statement of 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](#) (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

#### **6.2.3 SACC Manual Clauses**

[A9006C](#) (2012-07-16), Defence Contract  
[A9062C](#) (2011-05-16), Canadian Forces Site Regulations

### **6.3 Term of Contract**

#### **6.3.2 Delivery Date**

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

## 6.5 Payment

### 6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in Annex B for a cost of **\$ to be determined at time of call up**. 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.

### 6.5.2 Limitation of Price

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

### 6.5.3 Method of Payment

SACC Manual Clause [H1000C](#) (2008-05-12), Single Payment

### 6.5.4 Electronic Payment of Invoices – Call-up

- **To be determined**

## 6.6 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.

## 6.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

## 6.8 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department  
[B2005C](#) (2007-05-25), Fish – Quality Stamping  
[B3003C](#) (2007-05-25), Grades of Meat  
[B7500C](#) (2006-06-16), Excess Goods  
[D0014C](#) (2007-11-30), Delivery of Fresh Chilled or Frozen Products  
[D0018C](#) (2007-11-30), Delivery and Unloading  
[D3004C](#) (2007-11-30), Type of Transport  
[D3007C](#) (2007-11-30), Inspection and Stamping  
[D5311C](#) (2007-11-30), Right of Access and Inspection of Meat

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## ANNEX "A"

### REQUIREMENT

Regional Individual Standing Offer for the provision of Food Supplies for Joint Task Force (North), (JTFN) and Canadian Armed Forces (CAF) Operations and Exercises in Nunavut on an "as required" basis. The required rations include but are not limited to: Meat, Poultry, Fish, Dairy Products, Eggs, Fruit and Vegetables (Fresh and Frozen), Bakery Products, Oils, Shortening, Condiments, Miscellaneous Groceries and other related products. Successful offerors shall supply, store, deliver and off-load various quantities of food products over the period of the standing offer, for the period of three (3) years, from July 1, 2017 to June 30, 2020, in accordance with the terms and conditions set out herein.

#### Delivery

a) Delivery may be at any of the following locations in Nunavut:

**Personnel Accommodation Barrack (PAB) Kitchen rear loading entrance:**

- Rankin Inlet; and
- Iqaluit;

**North Warning System (NWS) sites:**

- Cambridge Bay; and
- Hall Beach;

**Community airports and as determined within city and community limits:**

- Rankin Inlet;
- Iqaluit;
- Cambridge Bay; and
- Hall Beach.

b) Hours of delivery from 0800-1500 hrs; and

c) Delivered Monday to Friday.

#### Service levels - Normal Requirements

For orders placed on Mondays, within ten (10) working days (working day is defined as between the hours of 08:30 and 15:30, Monday to Friday).

#### Confirmation of Availability

Offeror must acknowledge receipt of each order during normal working hours, and notify the ordering office within four (4) hours of receipt of items not available for delivery. Back orders will not be accepted without prior approval by the ordering office.

Substitution of any item(s) must be authorized by the ordering office prior to delivery.

#### Prices charged on invoices must reflect the price of the item at the time of ordering.

The Offeror must be prepared to justify and substantiate any increase at the request of PWGSC. PWGSC reserves the right to revoke the authorization for call-up authority of any individual item(s) where it feels the price increase is not justified or has not been adequately substantiated. The determination of adequacy will rest solely with PWGSC.

### **For Urgent Requirements**

Supply Manual Chapter 3 – Procurement Strategy, section 3.21 Managing Urgent Acquisitions para a.:

An urgent requirement (acquisition) is one that calls for immediate action and conveys a sense of urgency. The contracting officer will decide, in consultation with the client and PWGSC management as required, if the requirement is to be treated as an urgent acquisition. Defining an acquisition as urgent will depend on the current client department's priorities as well as government priorities as a whole. For example, an urgent requirement may be defined as those acquisitions where an undue delay could have a significant economic impact, an effect on health and safety programs, or a risk of not meeting an important project/program milestone.

For Urgent Requirements, JTFN and CAF reserve the right to procure from sources other than the Offeror should delivery not be available within three (3) calendar days (calendar day is defined as a twenty-four (24) hour period immediately following the time of ordering).

### **For Emergency Requirements**

Supply Manual Chapter 3 – Procurement Strategy, section 3.22 Emergency Requirements para a.:

A pressing emergency is defined in accordance with the Treasury Board notice CPN 2007-4 - Non-Competitive Contracting and includes:

- i. an actual/imminent life-threatening situation;
- ii. a disaster endangering quality of life or safety of Canadians;
- iii. a disaster resulting in the loss of life; or
- iv. a disaster resulting in significant loss/damage to Crown Property.

For Emergency Requirements, JTFN and CAF reserve the right to procure from sources other than the Offeror should delivery not be feasible within twenty-four (24) hours. Emergency Requirements will be as detailed in each Call-up against the Standing Offer and the Offeror will be contacted directly to ensure ability to comply.

### **Quality Standard Requirements**

- (a) All products must adhere to the following Acts and their regulations:
  - Agriculture & Agri-Foods Administrative Monetary Penalty Act
  - Canada Agriculture Products Act
  - Canadian Food Agency Inspection Act
  - Fish Inspection Act
  - Meat Inspection Act
  - Consumer Packaging and Labelling Act (as it relates to food)
  - Food and Drug Act (as it relates to food)
- (b) Products must comply with the Canadian General Standards Board (CGSB) standards and specifications related to food procurements (most current version at time of call-up)

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**Note:** Canadian General Standards Board (CGSB) Standards are available from:

CGSB  
Canadian General Standards Board  
Gatineau, ON  
Canada  
K1A 1G6TR  
Telephone: 819-956-0425 or 1-800-665-2472  
Fax: 819-956-5740

A complete collection of The Canadian General Standards Board standards and specifications is also available for viewing at Depository Libraries. For information on Depository Libraries in the Offeror's area, contact the Canadian General Standards Board Sales Unit.

### **Delivery of Products Not Meeting Quality Standards**

Any products not meeting the Quality Standard Requirement will be returned (opened or unopened) at the supplier's expense.

Repeated and continuous shipment of products that fail to meet the Quality Standard Requirements may result in no further orders being placed and the Standing Offer may be set aside.

### **Case Lot Provisions**

Offerors pricing by case lots will be required at times to split cases by item. Prices charged per item should reflect the case price, divided by the number of items in the case.

### **Packaging**

All food items must be shipped to the specified delivery point on shrunk or stretch wrapped pallets not higher than 180 cm. in height. Food items are to be palletized in segregated commodities of Chilled, Frozen and Dry Goods. Food items are to be palletized in such a way as to ensure the heaviest items are on the bottom of the pallet. All non-food items are to be palletized and wrapped on their own pallet.

The Offeror must ensure all orders will be palletized and wrapped, ensuring that there are no conditions that would allow potential cross contamination, packaging remains intact, free from filth, spoilage, dents, swelling, leakage, and pest-infestation and transported within the temperature guidelines as set forth in both the Food Safety Code of Practice booklet and in accordance with CFIA guidelines.

All packaging must include a "date of pack" or "best before date" clearly visible on each outer box or individual item, marked on one end, with the month and year of packaging in letters a minimum of one half to one inch in height.

Pallets are to be loaded in such a way as to allow easy access for off-loading with forklifts. The Offeror agrees not to load pallets in a cinder box fashion. The Offeror is responsible for offloading all food items.

Returnable pallets or shipping containers will be picked up by the Offerors when empty.

### **Year of Pack and Marking**

All food packages shall contain only the current season's crop of the country of origin. Each packing case shall be marked on one end with the month and year of packing in letters one half to one inch in height.

## **Grades of Meat**

The minimum acceptable Grade for beef requirements is Grade AA. The minimum acceptable Grade for all other requirements is Grade "A".

## **Aging**

All beef (bone in or boneless) must be aged for a minimum of fourteen (14) days before product is frozen.

## **Order Size**

If it is not possible to supply aged beef product from stock on hand at 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. Pork, lamb and veal: Master carton to contain no more than 22 kg (50 lbs.).

## **Ground Beef**

The following certification is required with each shipment of ground beef. Signed by authorized representative of supplier. "Certified that fat content of this shipment, supplied in accordance with Standing Offer Agreement, has been analyzed and does not exceed 19% fat." (see Appendix 2 to Annex "A")

## **Dairy Products**

- a) Poly bags must be free from contamination.
- b) All ice cream products must arrive at destination hard frozen.
- c) Packing Requirements - Eggs Minimum bursting strength cardboard box, CDA approved and shall be wire strapped or taped with nylon tape "Scotch Brand" or equal.

## **Transportation - Meat**

Transportation will be accordance with the Department of National Defence Code of Practices for the Transportation of Meat as indicated herein.

## **MEAT CODE OF PRACTICE FOR THE TRANSPORTATION OF MEAT PRODUCTS**

The vehicles utilized for the transportation of meat products must be considered as an extension of the plant premises. As such, it is important that the environment it presents does not put at risk the integrity of the meat products contained therein. The vehicle must act as the interim storage facility from the plant to point of destination.

The construction, maintenance, sanitation and refrigeration standards, in addition to handling practices must equate as closely as is reasonably possible, to the standards required of a well operated meat processing establishment.

Competent regulatory personnel should be required to monitor this aspect of the meat processing chain and further, should be empowered to deny the use of unsatisfactory vehicles and to put under detention, pending further action meat products transported in unsatisfactory vehicles or which have subject to abuse, i.e. defrosting, contamination, etc. during transportation.

## CODE OF PRACTICE

### 1. Construction

The meat food component of the vehicle in addition to the balance of the vehicle shall be so designed and constructed of such materials that will afford adequate protection to the type of meat product being transported therein.

### 2. Maintenance

Such equipment must be maintained structurally so as to preclude the contamination of a meat product by unwanted, extraneous material such as dust, debris, insects, etc.

### 3. Sanitation

The equipment must be subject to such cleaning and sanitation procedures as will assure an environment that will preclude the exposure of meat products to elements and factors hostile to the integrity of the product.

### 4. Temperature

Temperature control mechanisms must be in place and be demonstrated as effective for their intended purpose. Refrigeration temperatures are required as follows:

- a. **Frozen Meat Products:** An ambient temperature of the meat food carrying component must be such that it assures that the product will not be subjected to defrosting, keeping in mind the external temperature and the length of time that product will be in transit.
- b. **Fresh Meat Products:** An ambient temperature of the meat food carrying component of the vehicle must be such that it assures that the product will not be subjected to the insult of the growth of disease producing bacteria or the lessening of product quality.
- c. **Transfer Depots:** Clean and sanitary facilities must be provided where meat food products are transferred from one vehicle to another and/or temporarily stored. The product must be protected from unwanted external influences such as weather, dust, flies, etc. Refrigerated storage facilities must be available where product is off-loaded and awaiting transfer to another vehicle. The equipment must provide temperatures that will meet the intent as set out in 4a and 4b above.

### 5. Shipper's Responsibilities

It shall be the responsibility of the shipper to assure that:

- a. Meat food products are kept at correct refrigeration temperatures preparatory to loading on the vehicle for shipping.
- b. Meat products are adequately wrapped or packaged against external contamination influences. Quarters and sides that are hung may be exempted if the balance of the cargo does not put them at risk.
- c. Meat food products are not loaded on a vehicle that, by its condition or lack of sanitation or by the cargo contained therein, would put a meat food product at risk.

- d. Where deficiencies are noted as in 5c, said deficiencies will be reported to the regulatory authority having jurisdiction for such matters.

## **6. Carrier's Responsibilities**

It is the responsibility of the carrier to assure that:

- a. His vehicle meets the guidelines as set out under the items covered under construction, maintenance, sanitation and temperatures.
- b. The meat food products carried on the vehicle are protected during transit from other cargoes that may be carried at the same time.
- c. His employees are provided with and utilize clean clothing when handling unwrapped meat food products.
- d. His employees engaged in the transportation, handling, storage, and off-loading of meat products are adequately trained and assume their responsibilities in the sanitary handling of such products.
- e. Meat food products not adequately refrigerated, wrapped or packaged be refused as cargo.
- f. Where deficiencies are noted, as in 6e, said deficiencies are to be reported to the regulatory authority having jurisdiction for such matters.

## **7. Prohibition**

Fresh and frozen meat food products must not be carried in vehicles utilized in the transportation of live animals, pesticides, herbicides, or other toxic materials.

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## APPENDIX 1 to Annex "A"

### PARTIAL LIST - CANADIAN GOVERNMENT STANDARDS BOARD SPECIFICATIONS

#### Products to comply with CGSB:

1. Specification - 32.5M - Wheat Flour
2. Specification - 32.6M - Flours, Specialty
3. Specification - 32.9M - Cake Mixes, Prepared, Complete
4. Specification - 32.11M - Pancake and Waffle Mixes
5. Specification - 32.13M - Cereals, Breakfast, Prepared, Ready-to-eat.
6. Specification - 32.14M - Cereal, Rolled Oats
7. Specification - 32.15M - Cereal, Wheat, Uncooked
8. Specification - 32.16M - Pasta Products, Macaroni, Spaghetini, Spaghetti, Vermicelli, Lasagna, Noodles
9. Specification - 32.17M - Rice, Brown, Milled, Parboiled or Precooked
10. Specification - 32.75M - Shortening
11. Specification - 32.76M - Vegetable Oil
12. Specification - 32.77M - Lard
13. Specification - 32.78M - Margarine
14. Specification - 32.110M - Coffee, Roasted and Ground
15. Specification - 32.113M - Coffee, Instant
16. Specification - 32.143M - Canned Fish
17. Specification - 32.166M - Milk, Condensed or Evaporated
18. Specification - 32.168M - Milk, Powder
19. Specification - 32.172M - Cheese, and Cheese Products
20. Specification - 32.184M - Eggs, Shell
21. Specification - 32.208M - Maple-Flavoured Syrup
22. Specification - 32.211M - Molasses
23. Specification - 32.212M - Chocolate
24. Specification - 32.234M - Canned Pie Fillings

25. Specification - 32.236M - Jams, Jellies, Marmalades and Cranberry Sauce
26. Specification - 32.237M - Peanut Butter
27. Specification - 32.250M - Fruits and Vegetables, Fresh
28. Specification - 32.252M - Vegetables, Dehydrated
29. Specification - 32.253M - Canned Fruits or Vegetables and Canned or Refrigerated Juices
30. Specification - 32.254M - Fruit, Vegetables and Juices, Frozen
31. Specification - 32.258M - Tomato Catsup
32. Specification - 32.262M - Peas and Beans, Dried
33. Specification - 32.276M - Dried Fruit
34. Specification - 32.281M - Dehydrated Soup Mixes, Instant and Simmer
35. Specification - 32.283M - Beverage Powders, Fruit-Flavoured

**Note:** Canadian General Standards Board (CGSB) Standards are available from:

CGSB  
Canadian General Standards Board  
Gatineau, ON  
Canada  
K1A 1G6

Telephone: 819-956-0425 or 1-800-665-2472  
Facsimile: 819-956-5740

A complete collection of The Canadian General Standards Board standards and specifications is also available for viewing at Depository Libraries. For information on Depository Libraries in the Offeror's area, contact the Canadian General Standards Board Sales Unit.

Solicitation No. - N° de l'invitation  
W1568-170031/B  
Client Ref. No. - N° de réf. du client  
W1568-170031

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-6-39009

Buyer ID - Id de l'acheteur  
STN201  
CCC No./N° CCC - FMS No./N° VME

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**APPENDIX 2 to ANNEX "A"**

**GROUND BEEF CERTIFICATION**

The certification below, must be duly signed by the authorized representative of the Offeror and accompany all shipments of ground beef.

**"Certified that fat content of this shipment of ground beef, supplied in accordance with Standing Offer Agreement, has been analyzed and does not exceed 19% fat."**

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**Name of Authorized Representative**

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**Signature of Authorized Representative**

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**Date**

## ANNEX "B"

### BASIS OF PAYMENT

Pricing formulas are for the three (3) years period, from July 1, 2017 to June 30, 2020 inclusive, and are F.O.B. Destination (Nunavut), including all applicable ecology charges and deposits, and delivery and off-loading charges, in accordance with the following:

#### A: MEAT AND POULTRY

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list:

Less a discount of \_\_\_% **OR** Plus a markup of \_\_\_%

#### B: FISH

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list:

Less a discount of \_\_\_% **OR** Plus a markup of \_\_\_%

#### C: BREAD AND BAKERY

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list:

Less a discount of \_\_\_% **OR** Plus a markup of \_\_\_%

#### D: DAIRY

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list:

Less a discount of \_\_\_% **OR** Plus a markup of \_\_\_%

**E: EGGS**

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list:

Less a discount of \_\_\_% **OR** Plus a markup of \_\_\_%

**F: FRESH FRUIT & VEGETABLES**

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list:

Less a discount of \_\_\_% **OR** Plus a markup of \_\_\_%

**G: FROZEN FRUIT AND VEGETABLES**

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list:

Less a discount of \_\_\_% **OR** Plus a markup of \_\_\_%

**H: MISCELLANEOUS GROCERY**

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list:

Less a discount of \_\_\_% **OR** Plus a markup of \_\_\_%

**SPECIAL OFFERS**

In addition to the above pricing, special offerings, sales, etc., are to be made available as they occur if of lessor cost than under the above pricing arrangement.

**ANNEX "C"**

**FINANCIAL EVALUATION  
(for evaluation purposes only)**

**Please see Excel attachment**

Firm prices will be in Canadian dollars, F.O.B., destination (Nunavut), including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise tax included and the Goods and Services Tax or the Harmonized Sales Tax are excluded. Additional surcharges will not be acceptable.

G.S.T. / H.S.T and ecology / deposits will be shown as a separate line item on any resulting invoices.

Offeror must have the ability to provide unit pricing for ninety percent (90%) of line items contained in the product list and ensure that the document has been properly completed and contains all required information.

The estimated usage provided in the Excel File, entitled Annex "C", Financial Evaluation, is for the sole purpose of establishing an evaluation tool, based only on a best estimate, and in no way reflects the actual usages expected or any commitment on the part of Canada.

**ANNEX "D"**

**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);
- Large Value Transfer System (LVTS) (Over \$25M)

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## ANNEX "E"

### Inuit Benefits Plan (IBP)

#### **Evaluation and Assessment of Benefits Plan Guarantee**

For a bid to be assigned points for guarantees made in respect of any IBP bid criteria, the bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the Benefits Plan submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders 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. Bidders must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. Bidders must include all reference material to be considered, material and/or documents outside the proposal will not be considered. URL links to website will not be considered. No prior knowledge or experience will be taken into consideration.

Canada reserves the right to verify any information provided in the Inuit Benefit Plan and that untrue statements may result in the tender being declared non-responsive.

#### **Contractor Selection**

The Contractor selection will be based on the highest responsive combined rating of IBP and price. The ratio will be 5% for the Inuit Benefits Plan and 95% for the price.

IBP Score =  $\frac{\text{Bidder' Points}}{\text{Maximum Points}} \times 5\%$

Cost Score =  $\frac{\text{Lowest Bid}}{\text{Bidder' Cost}} \times 95\%$

**IBP Bid Criteria:**

<b>BID CRITERIA</b>	<b>TOTAL AVAIL. POINTS</b>								
<p><b>1. HEAD OFFICE:</b> The existence of head offices, staffed administrative offices or other staffed facilities in the CLCA /NLCA Settlement Area.</p>	20 Points								
<p><b>2. SUB-CONTRACTORS / SUPPLIERS:</b> The use of sub-contractors or suppliers that are Inuit, or Inuit firms, in carrying out the contract.</p> <p>Bidder will be evaluated on their firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from the area of the contract associated with the project. Ranges are based on expenditures for equipment associated, supplies and/or services as a <b>percentage of the total estimated cost for the contract</b> not the number of businesses used.</p> <p>Note: if the Prime Contractor is an Inuit owned business from the area of the contract, the total dollar value of the Inuit contracting shall also include the contractor's share of the contract.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">0 - 25% - of total cost</td> <td style="width: 50%;">0 - 20 points</td> </tr> <tr> <td>26 - 50% - of total cost</td> <td>21- 40 points</td> </tr> <tr> <td>51 - 75% - of total cost</td> <td>41 – 60 points</td> </tr> <tr> <td>76 - 100% - of total cost</td> <td>61 – 80 points</td> </tr> </table> <p><u>Guarantee of Inuit Sub-Contracting / Supplier Costs:</u> Bidders complete this section if a guarantee is being provided.</p> <p><u>Total Est. Cost for Supplies/Materials/Equip/Services procured from Inuit companies For This Project (A)</u>  <u>Total Est. Cost for Supplies/Materials/Equipment/Services Procured For This Project (B)</u></p> <p>A/B = _____ %</p>	0 - 25% - of total cost	0 - 20 points	26 - 50% - of total cost	21- 40 points	51 - 75% - of total cost	41 – 60 points	76 - 100% - of total cost	61 – 80 points	80 Points
0 - 25% - of total cost	0 - 20 points								
26 - 50% - of total cost	21- 40 points								
51 - 75% - of total cost	41 – 60 points								
76 - 100% - of total cost	61 – 80 points								
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>								

**BIDDER GUARANTEE AND CERTIFICATION**

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

**TABLE 1 – Head Office**

<b>Provide Current Business address</b>
Bidders are requested to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the NLCA.

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

Total Estimated Cost For Supplies/Materials, Equip And Services Procured From Inuit Companies for This Project

Total Value of the contract

= \_\_\_\_\_%

<b>Company Name</b>	<b>Inuit Company</b>	<b>Non- Inuit Company</b>
Bidder to include the value of work to be Sub-Contracted.		

**Bidder Certification**

The Bidder must submit the following certification if a guarantee of Inuit Benefit Plan is being provided, either at time of bid submission, or prior to contract award.

<b>INUIT BENEFIT PLAN CERTIFICATION:</b>		
PRINT NAME	SIGNATURE	DATE
<p><b>The bidder certifies its Benefits Plan guarantee for contracting submitted with its bid is accurate and complete.</b></p>		

**CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION**

1. For successful Contractor only - If an IBP guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the IBP portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor on a quarterly basis.
2. Information provided may be subject to verification.
3. The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Contractors met its' IBP guarantee.

Return Reports to:

**Contracting Authority Name: Rina Marsland**  
**Email: rina.marsland@pwgsc-tpsgc.gc.ca**

**TABLE 1 – Head Office**

<b>Provide Current Business address</b>
Contractors must confirm the existence of head offices, staffed administrative offices or other staffed facilities in the NLCA area. .

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

Total value of procured goods or services for this project:       \$ \_\_\_\_\_

Total value of Inuit procured goods or services for this project:   \$ \_\_\_\_\_

Total Cost For Supplies/Materials, Equip and Services Procured From Inuit Companies for This Project  
Total Value of the contract

= \_\_\_\_\_ %

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

Solicitation No. - N° de l'invitation  
W1568-170031/B  
Client Ref. No. - N° de réf. du client  
W1568-170031

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-6-39009

Buyer ID - Id de l'acheteur  
STN201  
CCC No./N° CCC - FMS No./N° VME

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**CONTRACTOR CERTIFICATION**

**INUIT BENEFIT PLAN ACHIEVEMENT CERTIFICATION:**

**PRINT NAME** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

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