



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 Miscellaneous Groceries with delive	
Solicitation No. - N° de l'invitation 23239-190190/B	Date 2018-11-20
Client Reference No. - N° de référence du client 23239-190190	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-010-10705
File No. - N° de dossier WPG-8-41105 (010)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-11-28	
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)891-6126 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
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

This bid solicitation cancels and supersedes previous bid solicitation number 23239-190190/A dated 2018-10-03 with a closing of 2018-11-13 at 14:00. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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23239-190190

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-8-190190

Buyer ID - Id de l'acheteur
wpg010
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, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

Regional Individual Standing Offer for the supply, delivery and offloading 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. The Standing Offer will be from date of issuance to December 31, 2019, (program runs each year for approximately ten (10) months, from January 1 to September 30), with three (3), one (1) year option periods.

Delivery Location:

Polar Continental Shelf Program
Resolute Bay Airport,
Resolute Bay, Nunavut, Canada

This procurement is subject to the following Comprehensive Land Claims Agreement: Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

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), the Canada-European

Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

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 (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 120 days

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 in the RFSO.

BRU: Western Region Bid Receiving Unit (Winnipeg)
Address: Room 100, 167 Lombard Avenue
Winnipeg, Manitoba R3B 0T6

E-post Connect: ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca
(Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.)

Bid Fax: (204) 983-0338

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 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

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section II: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)
Section II: Financial Offer (1 hard copy) and (1) soft copy on Excel file by e-mail to
WST.MBFOOD@pwgsc.gc.ca

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

If there is a discrepancy between the wording of the soft copy on electronic media 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 hard copy of their offer:

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). 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.

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical 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 Benefits Plan (IBP)

In this requirement, the Inuit Benefits Plan will form part of the offeror's technical bid, in accordance with the criteria listed in Annex E.

In this requirement, it is not mandatory for Offerors to include the Inuit Benefit Plan (IBP) as part of their proposal.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price-Offer

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

4.2 Basis of Selection

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

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 0 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 100 points.
2. Offers not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 5% for the technical merit and 95% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 5%.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 95%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a Standing Offer.

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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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 (2017-06-21) 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 and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex D. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must 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:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30

- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 10 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 December 31, 2019.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 3, 1 year periods, from January 1, 2020 to December 31, 2020, January 1 2021 to December 31, 2021 and January 1 2022 to December 31 2022 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.

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

This procurement is subject to the following Comprehensive Land Claims Agreement: Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Christie Maki
Title: Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 100-167 Lombard Ave, Winnipeg MB R3B 0T6

Telephone: 204-891-6126
Facsimile: 204-983-7796
E-mail address: christie.maki@pwgsc.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

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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:

TO BE DETERMINED

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 the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$150,000.00 (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 \$to be determined (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

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 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2018-06-21) General conditions: Goods (medium complexity) ;
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements
- h) Annex D, Usage Report;
- i) Annex E, Nunavut Agreement (if applicable);
- j) the Offeror's offer dated _____ (*insert date of offer*)

6.11 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.

6.12 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

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 (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2018-06-21), 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 period of the Contract is from date of Contract to _____ inclusive (**fill in end date of the period**).

6.3.2 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment- Firm Unit Prices

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 **to be determined**. 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 Single Payment

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

6.4.3 Electronic Payment of Invoices – Call-up

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

To be determined

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 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.7 SACC Manual Clauses

[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
[M3000C](#) (2006-08-15) Price Lists

6.8 Inspection and Acceptance

The Project 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.

ANNEX A

REQUIREMENT

Summary

Regional Individual Standing Offer for the supply, delivery and offloading 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. The Standing Offer will be from date of issuance to December 31, 2019, (program runs each year for approximately ten (10) months, from January 1 to September 30), with three (3), one (1) year option periods as follows:

- Option Period 1: January 1, 2020 to December 31, 2020
- Option Period 2: January 1, 2021 to December 31, 2021
- Option Period 3: January 1, 2022 to December 31, 2022

1. Requirement

To supply and deliver food products to the Polar Continental Shelf Program (PCSP) facility located in Resolute Bay, NU during the regular field season, which runs from January 1 to September 30 each year. On average, over the past years, food orders were delivered every 2 weeks from January to September (roughly 750kg per order), with one above average order (roughly 10,000kg) placed for early January delivery.

2. Delivery

The expiration date on fresh products must be a minimum of seven (7) calendar days after the delivery date to Resolute. 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 within forty-eight (48) hours of the original call-up date.

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.

The Offeror must 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 Location:

Polar Continental Shelf Program
Resolute Bay Airport,
Resolute Bay, Nunavut, Canada

NRCAN may add additional Arctic delivery locations

4. Emergencies

Stock outs/back orders/order changes: changes to an order can be made by the call-up authority (or his designate) no later than forty-eight (48) hours prior to delivery. No substitutes will be made prior without 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

c. Offeror must provide quote for cost of shipping to Technical Authority with the acknowledgement of call-up.

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. Case Lot Provisions

On occasion partial cases of items will be required. Offeror's must be able to provide items in split cases.

b. Special Offerings

The Offeror must provide Identified Users with any further price reductions 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.

Solicitation No. - N° de l'invitation
23239-190190/B
Client Ref. No. - N° de réf. du client
23239-190190

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-8-190190

Buyer ID - Id de l'acheteur
wpg010
CCC No./N° CCC - FMS No./N° VME

Prices charged on invoices must reflect the laid down price of the item plus the percentage mark-up listed in the Basis of Payment for 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. Clearly each repack shall be 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.

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. Delivery of Fresh Chilled or Frozen Products

Fresh chilled or frozen products must be delivered in accordance with Canadian Food Inspection Agency requirements stipulating that frozen products must be maintained at -18°C or lower and fresh

chilled products between 4°C and 1°C until delivery. All fresh chilled or frozen products must show no evidence of deterioration. Frozen products must not have been frozen for longer than 90 days since the date of processing in the fresh state.

f. Grades of Meat

If the grade of meat ordered is not available for delivery, the Offeror must supply a higher grade as a substitute, at no additional cost.

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

g. Inspection and Stamping

The Offeror must ensure that inspectors from the Canadian Food Inspection Agency (CFIA) have inspected all meat and meat products, poultry products, lard, shortening, and margarine containing animal fats, soups containing ingredients of animal origin, and have stamped those products "CFIA inspected for CG" before shipment.

The Offeror must arrange for all such products to be delivered to the consignee either from an establishment registered in accordance with the Meat Inspection Act, 1985, c.25 (1st Sup.) and the regulations made under that Act, or from a food distributor that purchased the products from such an establishment. Canada will not accept any products that have not been stamped by the CFIA.

The Offeror must not permit any food distributor to alter or further process any meats or other products that have been inspected by inspectors from the CFIA.

h. Right of Access and Inspection of Meat

After final processing has been completed at a federally inspected plant, the Offeror must not alter process or repack any meat that has been inspected and approved by the Canadian Food Inspection Agency.

Without limiting any of Canada's rights of access or inspection included in the Contract, the Inspection Authority or its designated representative must have access to the storage and refrigeration areas on the Offeror's premises at any time during the performance of the Contract in order to inspect the packaging and, if applicable, any processing of the meat. The Offeror must provide all reasonable assistance to the Inspection Authority or its designated representative may require concerning the preparation, packaging, and quality of meat.

i. 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.

j. Order Size

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

k. 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."

l. Fish – Quality Stamping

Fish must be processed and packed in an establishment approved by the Department of Fisheries and Oceans in accordance with the Fish Inspection Act, R.S.,c.F-12, and regulations, and must be identified as follows:

Fresh fish must be identified by the words "Processes under Government Supervision" or "Canada Inspected" within a line drawing of a maple leaf marked on wrappers, inserts containers or master containers.

Frozen fish must be identified by the words "Canada Inspected" within a line drawing of a maple leaf marked on wrappers, or containers or where practicable on the whole fish.

m. Bread and Bakery Products

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

n. Dairy Products

Poly bags must be free from contamination

All ice cream products must arrive at the destination hard frozen

o. Packing Requirements – Eggs

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

p. 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 shriveled or soft), moisture or freezing damage or sunburn. The fruit and vegetables must be practically free from foreign matter, discoloration, 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.

q. 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)

r. 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)

s. Inspection and Acceptance by Consignee

Final inspection and acceptance of product will rest solely with the Consignee at destination. All products supplied 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.

t. Rejections

Rejected items discovered after delivery may, on request, be replaced within two (2) weeks of notification. Where operational requirements do not support product replacements, the Consignee 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 Public Services Procurement Canada (PSPC) 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 PSPC requesting corrective action and timeline for the Offeror to respond; and

Third incident: A written notification from PSPC 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.

u. Liability for Defective Products

If broken or damaged goods are received by the Offeror, 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 as requested for the period of the proposed Standing Offer.

1. Offerors must provide:
 - a) For the purpose of evaluation, Offerors must provide their laid down cost* for a minimum of 75% of items specified under each category in the attached in Appendix 1, excel spreadsheet. To be compliant the offeror must provide their laid down cost* for at least:
 - 22/29 items listed under Meat and Seafood,
 - 53/70 for items listed under Miscellaneous Products,
 - 15/20 for items listed under Dairy Products,
 - 12/15 items listed under Bakery Products,
 - 23/30 for items listed under Fresh Fruit and Vegetables and
 - 15/19 for items listed under Other Frozen Products.
 - b) Provision of mark-up** for all categories specified in Schedule 1, Schedule 2, Schedule 3 and Schedule 4
2. 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.
3. 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, deposits, and shipping will be shown as a separate line item on any resulting invoices.
4. The quantities provided are provided for evaluation purposes only and do not constitute a guarantee or commitment on behalf of the crown.
5. Offered format must allow for conversion to the requested format without clarification. Please see below chart for examples.

RESPONSIVE	
Requested Format	Offered Format
KG, LBS, g	KG, LBS, g
L, ML	L, ML
OZ	OZ

NON-RESPONSIVE	
Requested Format	Offered Format
KG, LBS, g	L, ML, OZ, CT, EA, PT
L, ML	KG, LBS, g, OZ, CT, EA, PT
OZ	KG, LBS, g, L, ML, CT, EA,

			PT
Count (CT), Each (EA)	CT, EA	CT, EA	KG, LBS, g, L, ML, OZ, PT
Pint (PT)	PT	PT	KG, LBS, g, L, ML, OZ, CT, EA,

6. Line items that are not provided in a format that can be converted to the requested format using only the information provided in the offer, will be:

- deemed non-responsive;
- given no further consideration; and
- deducted from the responsive line item count.

7. The quantities provided are for evaluation purposes only and do not constitute a guarantee or commitment on behalf of the Crown.

8. Should there be an error in the extended pricing of the offeror's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the offeror's offer will be changed to reflect the quantities stated in the Basis of Payment.

* Laid Down Cost is defined as the cost incurred by a vendor to acquire a specific product or service for resale to the government. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, any applicable taxes.

**Mark-up is defined as the difference between the vendor's laid-down cost for a product or service and the resale price to the government (exclusive of sales taxes) consisting of the cost of necessary services overhead and profit.

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

Pricing Schedule 1

From date of issue to December 31, 2019

PRICING FOR GROCERY ITEMS:

Goods at laid-down cost plus a mark-up of: (Customs duties are included. Applicable Taxes and shipping excluded)

Item	Product Category	Mark-up
1	Meat and Seafood	%
2	Miscellaneous Dry Products	%
3	Dairy Products	%
4	Bakery Products	%
5	Fresh Fruits and Vegetables	%
6	Other Frozen Products	%

For evaluation purposes the Mark-up will be applied to the sample product list to obtain an extended price.

PRICING FOR SHIPPING:

All-inclusive price for shipping (applicable taxes excluded)

SHIPPING	Estimated Usage in KGs (a)	Price per KG (b)	Extended Price (a) x (b)
By Air to Resolute Bay NU Airport	30,000 kg		

Pricing Schedule 2

Option Year 1: From January 1, 2020 to December 31, 2020

PRICING FOR GROCERY ITEMS:

Goods at laid-down cost plus a mark-up of: (Customs duties are included. Applicable Taxes and shipping excluded)

Item	Product Category	Mark-up (a)	Estimated Usage (b)	Extended Total (a x b) + (b)
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	

PRICING FOR SHIPPING:

All-inclusive price for shipping (applicable taxes excluded)

SHIPPING	Estimated Usage in KGs (a)	Price per KG (b)	Extended Price (a) x (b)
By Air to Resolute Bay NU Airport	30,000 kg		

Pricing Schedule 3

Option year 2: From January 1, 2021 to December 31, 2021.

PRICING FOR GROCERY ITEMS:

Goods at laid-down cost plus a mark-up of: (Customs duties are included. Applicable Taxes and shipping excluded)

Item	Product Category	Mark-up (a)	Estimated Usage (b)	Extended Total (a x b) + (b)
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	

PRICING FOR SHIPPING:

All-inclusive price for shipping (applicable taxes excluded)

SHIPPING	Estimated Usage in KGs (a)	Price per KG (b)	Extended Total (a) x (b)
By Air to Resolute Bay NU Airport	30,000 kg		

Pricing Schedule 4

Option year 3: From January 1, 2022 to December 31, 2022.

PRICING FOR GROCERY ITEMS:

Goods at laid-down cost plus a mark-up of: (Customs duties are included. Applicable Taxes and shipping excluded)

Item	Product Category	Mark-up (a)	Estimated Usage (b)	Extended Total (a x b) + (b)
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	

PRICING FOR SHIPPING:

All-inclusive price for shipping (applicable taxes excluded)

SHIPPING	Estimated Usage in KGs (a)	Price per KG (b)	Extended Price (a) x (b)
By Air to Resolute Bay NU Airport	30,000 kg		

ANNEX C

INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

ANNEX E

NUNAVUT AGREEMENT

In this requirement, it is not mandatory for Offerors to include the Inuit Benefit Plan (IBP) as part of their proposal. This procurement is subject to the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

Offerors are requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve Inuit businesses, in carrying out the work under this project. The Nunavut Agreement contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are often referred to as Inuit Benefits Criteria, and Offerors propose Inuit benefits in their bid submission via an Inuit Benefits Plan.

The provisions that apply to this procurement are contained in Part 6 – Bid Criteria of Article 24 – Government Contracts of the Nunavut Agreement. <http://nlca.tunnqavik.com/>

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.

INUIT FIRM

"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 cooperative controlled by Inuit, or
- (c) an Inuk sole proprietorship or partnership;

"Inuit" shall be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1. of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

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23239-190190/B
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File No. - N° du dossier
WPG-8-190190

Buyer ID - Id de l'acheteur
wpg010
CCC No./N° CCC - FMS No./N° VME

PART A - INUIT BENEFITS PLAN (IBP)

Evaluation and Assessment of IBP Guarantee

For an offer to be assigned points for guarantees made in respect of any IBP bid criteria, **THE OFFEROR MUST PROVIDE PROOF WITH THEIR OFFER** to demonstrate how they will meet the objective of each criterion. Offerors may use the attached GUARANTEE TABLES to supplement the IBP submission provided in their offer.

Proof of efforts and/or guarantees made by Offerors should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Offerors must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their offer against the criteria listed herein. It is the Offer's responsibility to provide sufficient information in its offer to enable the Evaluation Committee to complete its evaluation. **OFFERORS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.** Offerors must include all reference material to be considered. Only material and/or documents submitted as part of the offer will be considered. URL links to website will not be considered.

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

INUIT BENEFIT PLAN CRITERIA

BID CRITERIA				TOTAL AVAIL. POINTS
The requirements of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.				
1. HEAD OFFICE: The existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.				5 Points
<p>2. TRAINING: Offerors will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit from the Nunavut Settlement Area at no additional cost under this Standing Offer. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process.</p> <p>To establish the training score, each responsive offer will be prorated against the offeror proposing the highest number of total Inuit training hours, with the offeror committing to the highest number of training hours receiving full points.</p>				15 points
	Offeror 1	Offeror 2	Offeror 3	
Total number of Inuit training hours proposed	20 hours	35 hours	60 hours	
Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available	

<p>3. LABOUR: The employment of onsite Inuit in carrying out the work of the contracts.</p> <p>Offerors will be evaluated on their firm guarantee to use onsite Inuit from the Nunavut Settlement Area in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.</p> <p>Percentages should be supported by a list of specific positions, categories, and overall percentage of labor, labour hours and the total project hours that may or will be staffed by onsite Inuit. Onsite Inuit employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable.</p> <p>0-100% of total labour hours = 0-40 points. Points will be assigned based on a percentage % of the total Points available. ___ % x total points available = assigned points</p> <p>Example: Offeror guarantees 65% of labor hours will be Inuit = 65% of total points (40)</p> <p>65 % x 40 = 26 points</p> <p>NOTE: Offeror must demonstrate how they will meet their Labor %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.</p>	<p>40 Points</p>
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<p>4. SUB-CONTRACTORS / SUPPLIERS: The use of sub-contractors or suppliers that are Inuit in carrying out the standing offer.</p> <p>Offerors will be evaluated on their firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from the Inuit from the Nunavut Settlement Area associated with the Standing Offer.</p> <p>Note: if the Prime Contractor is an Inuit owned business, all supplier and subcontracting costs qualify as Inuit Sub-Contracting/Supplier Costs.</p> <p><u>Offerors should provide their guarantee of Inuit Subcontractors in accordance with the following:</u></p> <p>Estimated value of Standing Offer: \$ _____</p> <p>- Less Non-Inuit subcontracting: \$ _____ =</p> <p>Total guaranteed for Inuit Subcontractors/Suppliers: \$ _____</p> <p>Points will be assigned to offeror as follows: Total guaranteed / Estimated value of contracting = <u> a </u> %</p> <p>Points will be assigned based on a percentage % of the total points available: <u> a </u> % x total points = assigned points</p> <p>Example: Estimated value of Standing Offer: \$100,000 - Less Non-Inuit subcontracting: \$ 45,000 = Total guaranteed for Inuit Subcontractors/Suppliers: \$ 55,000</p> <p>\$55,000 / \$100,000 = 0.55 x 100 = 55%</p> <p>55 % x 40 = 22 points</p> <p>NOTE: Percentages MUST BE SUPPORTED by a list of specific subcontractor/suppliers that can be confirmed as Inuit subcontractors. Verification of Inuit businesses will be made through: Or</p> <ul style="list-style-type: none"> The Inuit Firm Registry Database http://inuitfirm.tungavik.com/ 	<p>40 Points</p>
<p>TOTAL POSSIBLE POINTS</p>	<p>100 Points</p>

PART B - OFFEROR GUARANTEE AND CERTIFICATION

1. At time of offer - The tables below may be used by offerors to submit their proposals.
2. Information provided may be subject to verification.
3. For follow-up purposes, the communities may receive copies of the contractors Inuit Benefits plan and periodically receive performance monitoring results

TABLE 1 – Head Office

Provide Current Business address
Offerors MUST demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the Nunavut Settlement Area.

TABLE 2 – Guarantee of Inuit Training

Name & Position Title (Provide name(s) where possible)	Type of Training	Inuit Training Hours
Offerors MUST include type of training and hours of training.		

TABLE 3 – Guarantee of Onsite Inuit Labour Content

Total No. Of onsite Inuit Person Hours for This Standing Offer = _____ %
Total Employee Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Inuit Employee Hours	Total Employee Hours
Offerors to include the # of hours to be worked, categories, overall percentage of labor, labour hours and the total project hours		

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TABLE 4 – Guarantee of Inuit Content for Sub-Contracting/Suppliers Content;

Total Est. Cost For Supplies/Materials, Equip and Services Procured From Inuit Companies for This Standing Offer

Total Offer Price

= _____%

Company Name	Inuit Company	Non-Inuit Company
Offerors to include the value of work to be Sub-Contracted. NOTE: only subcontractors and suppliers that can be confirmed as Inuit businesses will be included in the calculations. Verification of Inuit businesses will be made in accordance with 4 Subcontractors / Suppliers.		

Offeror Certification

The offeror must submit the following certification if an IBP guarantee is being provided, either at time of bid submission, or prior to issuance of standing offer.

INUIT BENEFITS PLAN CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

The offeror certifies its IBP guarantee for contracting submitted with its bid is accurate and complete.

For follow-up purposes, the communities may receive copies of the contractors Inuit Benefits plan and periodically receive performance monitoring results.

PART C - OFFEROR ACHIEVEMENT REPORTING AND CERTIFICATION

1. If an IBP guarantee is provided as part of the offer, the Offeror must submit the completed Achievement Reports and Certification with complete and accurate details on its AOC/IBP guarantee target each year. The Offeror will be required to submit the completed Achievement Reports.
2. Information provided may be subject to verification.
3. If an IBP guarantee is provided as part of the offer, sixty days prior to completion of each Standing Offer period, the Offeror must submit a certification on its Inuit Opportunities Consideration (IOC) Content guarantee for the year.
4. Failure to comply with the request of the Standing Offer Authority to submit the certification within a 30 day time period may result in a full 1% reduction of next periods pricing, or set-aside of the Standing Offer.
5. For follow-up purposes, the communities may receive copies of the contractors Inuit Benefits plan and periodically receive performance monitoring results

Sixty days prior to completion of each Standing Offer period, the Offeror must submit a certification on its IOC Content guarantee for the year. 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.

The Offeror will be given a 30 day time frame to meet this requirement.

Canada will have the right to set-aside the standing offer if the Offeror does not meet its IBP guarantees.

Canada reserves the right, at their sole discretion, to waive the set-aside if it can be clearly demonstrated that significant efforts were made to meet the IBP guarantee due to circumstances out of the Offerors control.

Return Reports to:

Contracting Authority Name: Christie Maki
Email: christie.maki@pwgsc-tpsgc.gc.ca

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TABLE 1 – Head Office

Provide Current Business address
Offerors must demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.

TABLE 2 – Achievement of Inuit Training

Name & Position Title (Provide name(s) where possible)	Type of Training	Inuit Training Hours
Offerors MUST include type of training and hours of training.		

TABLE 3 – Achievement of onsite Inuit Labour Content

Total No. Of onsite Inuit Person Hours for This Standing Offer = _____ %
 Total Employee Hour for This Standing Offer

Name & Position Title (Provide name(s) where possible)	Onsite Inuit Employee Hours	Total Employee Hours
Offeror must include the # of hours worked		

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TABLE 4 – Achievement of Inuit Content for Sub-Contracting/Suppliers Content:

Total Cost For Supplies/Materials, Equip and Services Procured From Inuit Companies for This Offeror
Final Standing Offer Value
= _____%

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

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.		

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ANNEX F to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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