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W1568-210056/B  
Client Ref. No. - N° de réf. du client  
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Buyer ID - Id de l'acheteur  
STN201  
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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into six 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**

- 1.2.1    Public Works and Government Services Canada (PWGSC), on behalf of the Department of National Defence, Joint Task Force North, Yellowknife, NT, has a requirement for the supply and delivery of miscellaneous groceries on an as and when requested basis. Successful offerors shall supply, deliver and offload various quantities of food products over the period of the standing offer, for the period of one year with two one year option periods in accordance with the terms and conditions set out herein.

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

This procurement is subject to the Tlicho Land Claims Self-Governance Agreement

- 1.2.2    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.

### **1.4 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## 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](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:  
**PWGSC Western Region Bid Receiving Unit**

**Only offers submitted using epost Connect service will be accepted.** The Offeror must send an email requesting to open an epost Connect conversation to the following address:  
[roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca](mailto:roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

**Offerors shall submit their electronic (Excel) copy of their financial offer with their Epost Connect offer.**

**Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.**

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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 the North West 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.

## 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## **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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Financial Offer

Section II: Certifications

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

#### **Section I: Financial Offer**

Offerors must submit their financial offer in accordance with Annex C, 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 Appendix "1" Electronic Payment Instruments, to identify which ones are accepted.

If Appendix "1" 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

Bidder must complete the Compliance Matrix detailed in Annex A, Requirement. Completion is defined as indication of compliance and cross-reference to each mandatory criterion as outlined in Annex A, Requirement.

##### 4.1.1.2 Aboriginal Opportunity Considerations (AOC)

In this requirement, the Aboriginal Opportunity Considerations (AOC) will form part of a bidder's technical bid, in accordance with the criteria listed in Annex D.

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

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

- ii. Offerors are requested to provide pricing as per the unit of measure requested. For example: if an item of measure requested is in weight, and the offered item is in volume or unit, the Offeror **must** provide conversion to weight. It is the responsibility of the Offeror to provide this conversion. Failure to do so may render the offer non-responsive.
- iii. The Offeror must provide a maximum mark-up percentage for Miscellaneous Item Orders. If left blank an amount of 0% will be assumed and used in any resultant standing offer;
- iv. Offers will be evaluated based on prices detailed in Annex C – Basis of Payment;
- v. The Financial Evaluation will take place as follows:

For each line item to be evaluated in Annex C Basis of Payment – Product List (Excel Spreadsheet) the Offeror's case price will be divided by the contents to determine a price per unit of measure.

This price per unit will then be multiplied by the estimated number of units required for a six month period (determined by multiplying the number of units in a "Requested Format" case by the number of cases listed in the "Total Estimated six month Usage" column for the line item).

The resulting value will become the evaluated total for the line item. The sum of the evaluated totals for the line items will be determined by adding all of the values together to determine the total aggregate price of the offer.

If an item cannot be evaluated after bid closing due to size variations, it will be deleted from the bid evaluation, which may affect the number of line items bid on in the requirement.

**vi. Rebid**

- a. the standing offer holder and any other interested suppliers will be able to bid on this requirement at a specified period as laid out in the Standing Offer and this bid solicitation.
- b. Offerors should submit the entire solicitation document as this is an open, competitive process, and the evaluation will be completed as it was in the first solicitation closing.
- c. The requirement will remain posted on Buy and Sell for the period of the Standing Offer which will be affected by the rebid periods.

**4.1.2.1 Evaluation of Price**

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

**4.2 Basis of Selection - Highest Combined Rating of Technical AOC Merit and Price (A0027T)**

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. Bids 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 contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

## **PART 5 – CERTIFICATIONS**

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**

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 property 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.

### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Board of Directors Certification**

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "G" Additional Certification Information 1. Board of Directors.

#### **5.2.3.2 Procurement Business Number (PBN)**

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "G" Additional Certification Information 2. Procurement Business Number (PBN).

Suppliers may register for a PBN online at [Supplier Registration Information](#) (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## **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 E entitled Standing Offer Usage Reporting Form. 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 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 periods for making call-ups against the Standing Offer are:

Date of Issuance to November 30, 2023.

### **6.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Appendix 1 to Annex "A" of the Standing Offer.

### **6.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users in Yellowknife, NT, which is subject to the Tlicho Land Claims and Self-Government Agreement.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Rina Marsland  
Procurement Specialist  
Public Works and Government Services Canada  
Procurement Branch – Western Region  
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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail address: \_\_\_\_\_

### 6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

### 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 **\$40,000.00** (Applicable Taxes included).

### 6.9 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 (2020-05-28), General Conditions: Goods (Medium complexity)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex E, Usage Reporting Form;
- h) Annex F, Supplier Quality Assurance, Notification of Rejection/Discrepancy;
- i) the Offeror's offer dated \_\_\_\_\_.

## **6.10 Certifications**

### **6.10.1 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 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.

### **6.12 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **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 (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract

#### **TO BE DETERMINED**

Section 16, Interest on Overdue Accounts, of 2010A (2020-05-28), 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 periods of the contracts are:

**To be determined at time of call up**

#### **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**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, as specified in Annex C and identified in the 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.

#### **6.4.3 Single Payment**

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

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

##### **TO BE DETERMINED**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### 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

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

#### 6.7 *SACC Manual* Clauses

[A9062C](#) (2010-01-11) Canadian Forces Site Regulations  
[D3007C](#) (2007-11-30) Inspection and Stamping  
[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

#### 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 Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### 6.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

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- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## ANNEX " A "

### REQUIREMENT

#### 1. Requirement

Public Works and Government Services Canada (PWGSC), Western Region, on behalf of Department of National Defence, Joint Task Force North, (JTFN) and Canadian Armed Forces (CAF) Operations and Exercises in Northwest Territories, has a requirement for a Regional Individual Standing Offer (RISO) for the supply, delivery and offloading of various quantities of miscellaneous groceries to kitchens, on an "as and when requested basis" for the period of the Standing Offer.

#### Food Product Categories

- a) Meat, Fish, Poultry and Alternatives
- b) Fresh Fruit and Vegetables
- c) Bread and Bakery Products
- d) Dairy and Eggs
- e) Miscellaneous Groceries

#### 2. Food Quality Specifications

All goods supplied must be in accordance with the Food Quality Specifications located at Publications.gc.ca

<b><i>FQS # &amp; Description</i></b>	<b><i>Catalogue # English</i></b>
<i>FQS-01 Eggs</i>	<i>D2-531/01-2018E-PDF</i>
<i>FQS-02 Beef</i>	<i>D2-531/02-2018E-PDF</i>
<i>FQS-03 Veal</i>	<i>D2-531/03-2018E-PDF</i>
<i>FQS-04 Pork</i>	<i>D2-531/04-2018E-PDF</i>
<i>FQS-05 Lamb</i>	<i>D2-531/05-2018E-PDF</i>
<i>FQS-06 Poultry</i>	<i>D2-531/06-2018E-PDF</i>
<i>FQS-07 Variety Meats</i>	<i>D2-531/07-2018E-PDF</i>
<i>FQS-08 Prepared Meat and Meat by Products</i>	<i>D2-531/08-2018E-PDF</i>
<i>FQS-09 Fish and Seafood</i>	<i>D2-531/09-2018E-PDF</i>
<i>FQS-10 Fresh Fruit</i>	<i>D2-531/10-2018E-PDF</i>
<i>FQS-11 Fresh Vegetables</i>	<i>D2-531/11-2018E-PDF</i>
<i>FQS-12 Frozen Fruit</i>	<i>D2-531/12-2018E-PDF</i>
<i>FQS-13 Frozen Vegetables</i>	<i>D2-531/13-2018E-PDF</i>

<i>FQS-14 Canned Fruit</i>	<i>D2-531/14-2018E-PDF</i>
<i>FQS-15 Canned Vegetables</i>	<i>D2-531/15-2018E-PDF</i>
<i>FQS-16 Dried Fruit</i>	<i>D2-531/16-2018E-PDF</i>
<i>FQS-17 Dehydrated Vegetables</i>	<i>D2-531/17-2018E-PDF</i>
<i>FQS-18 Milk and Milk Products</i>	<i>D2-531/18-2018E-PDF</i>
<i>FQS-19 Cheese</i>	<i>D2-531/19-2018E-PDF</i>
<i>FQS-20 Misc Groceries</i>	<i>D2-531/20-2018E-PDF</i>
<i>FQS-21 Pasta</i>	<i>D2-531/21-2018E-PDF</i>
<i>FQS-22 Rice</i>	<i>D2-531/22-2018E-PDF</i>
<i>FQS-23 Legumes</i>	<i>D2-531/23-2018E-PDF</i>
<i>FQS-24 Grains</i>	<i>D2-531/24-2018E-PDF</i>
<i>FQS-25 Shortenings, Fats and Oils</i>	<i>D2-531/25-2018E-PDF</i>
<i>FQS-26 Butter and Margarine</i>	<i>D2-531/26-2018E-PDF</i>
<i>FQS-27 Sugar and Preserves</i>	<i>D2-531/27-2018E-PDF</i>
<i>FQS-28 Coffee and Tea</i>	<i>D2-531/28-2018E-PDF</i>
<i>FQS-29 Ice Cream and Sorbets</i>	<i>D2-531/29-2018E-PDF</i>
<i>FQS-30 Pie Fillings and Pie Fruits</i>	<i>D2-531/30-2018E-PDF</i>
<i>FQS-31 Herbs, Spices and Seasonings</i>	<i>D2-531/31-2018E-PDF</i>
<i>FQS-32 Soups, Sauces and Gravies</i>	<i>D2-531/32-2018E-PDF</i>
<i>FQS-33 Condiments and Condiment Sauces</i>	<i>D2-531/33-2018E-PDF</i>
<i>FQS-34 Bread and Baked Products</i>	<i>D2-531/34-2018E-PDF</i>
<i>FQS-35 Fruit Juice</i>	<i>D2-531/35-2018E-PDF</i>
<i>FQS-36 Cereals</i>	<i>D2-531/36-2018E-PDF</i>
<i>FQS-37 Flour and Mixes</i>	<i>D2-531/37-2018E-PDF</i>
<i>FQS-38 Game</i>	<i>D2-531/38-2018E-PDF</i>

### **3. Standards**

All food must comply with, but not limited to the following standards and regulations:

- a) The Canadian Food and Drug Regulations;
- b) Canadian Food Inspection Agency Inspection Standards;
- c) Canada Agriculture Products Act;
- d) Canada Sanitation Code, as it relates to delivery vehicles.

### **4. Delivery**

#### **4.2 Delivery Locations**

4.2.2 The locations identified in Appendix 1 to Annex A are anticipated delivery points, however other locations may be required;

4.2.3 Deliveries must be made directly to the location detailed in the Call-up

#### **4.3 Period of Delivery**

4.3.1 Deliveries must be made in accordance with the time and date indicated on the call-up document;

4.3.2 Delivery must be made within three (3) working days (working day is defined as between the hours of 08:00 and 15:00, Monday to Friday)

4.3.3 Emergency deliveries must be made within twenty-four (24) hours from receipt of a Call-Up document at no additional cost;

4.3.4 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.

4.3.5 The Contractor must accept customer cancellations / amendments to call-ups if they occur twenty-four (24) hours in advance of delivery;

4.3.6 Deliveries for Miscellaneous Items must be made within 7 calendar days. This time frame has been established as a general timeframe for all non-stocked items. Government departments must contact their suppliers in advance in order to determine if the lead time of 7 days can be met. If not, the Contractor must contact the client department to identify the most realistic time frame and provide a reason for the delay.

#### **4.3.7 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 PSPC 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 feasible within three (3) calendar days (calendar day is defined as a twenty-four (24) hour period immediately following the time of ordering).

#### **4.3.8 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.

#### **4.4 Delivery Vehicle(s)**

- 4.4.1 All goods must be delivered in vehicles which are clean, free of odours and free of any signs of rodent or insect activities;
- 4.4.2 The vehicle(s) utilized for the transportation must be considered as an extension of the company premises and as such the environment it presents must not put at risk the integrity of the food products.

#### **4.5 Delivery Slips**

- 4.5.1 The Contractor must supply a delivery slip with each delivery. The delivery slip will be used to compare what was shipped, actual count of products shipped to the products ordered on the call-up to determine acceptance of order.

#### **4.6 Back Orders**

- 4.6.1 Back Orders will not be accepted without prior written approval by the Project Authority identified in the call-up against the Standing Offer;
- 4.6.2 Items must not be short shipped when the entire quantity ordered is not available. All items ordered must be processed on a fill or kill basis.

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#### **4.7 Discontinued Product**

- 4.7.1 All discontinued products must be reported to the Contracting Authority immediately. The Contractor must replace the discontinued product with a comparable one that is equal cost until the replacement product is agreed upon and approved. The replacement produce must be approved by the Project Authority and Contracting Authority.

#### **4.8 Substitutions**

- 4.8.1 The Contractor must supply the products in the size quoted and outlined in the Basis of Payment. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. The Contractor must notify the Standing Offer Authority to obtain their acceptance of the replacement size;
- 4.8.2 If the Contractor is proposing a substitute item, it must be with an item of equal or higher quality. A substitute product of lesser quality will not be accepted.

#### **4.9 Inspection and Acceptance**

- 4.9.1 Final inspection and acceptance of product(s) rests solely with the consignee at the point of delivery. 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 products at the time of delivery and unacceptable product(s) must be removed immediately by the Offeror;
- 4.9.2 The Contractor must deliver the goods as per the Recommended Case Description or the Contractors Case Description;
- 4.9.3 The site authority will identify any discrepancies and/or short shipments of products at the time of delivery. The Contractor must issue a credit for all discrepancies and/or short shipments of products within seven (7) working days.

#### **4.10 Rejections**

- 4.10.1 Rejected items discovered after delivery must be picked up and replaced within one (1) working day of notification of the rejection;
- 4.10.2 Rejections also cover deliveries that are not completed in compliance with the delivery requirements under 4. Delivery.

#### **4.11 Packaging**

- 4.11.1 The Contractor is responsible for all costs for the supply, pickup, removal, and disposal and recycling of empty pallets and shipping containers;
- 4.11.2 Items must be packaged to prevent cross-contamination. Like items by category are encouraged to be placed together and different categories must be separated. For example, raw meat must not be packaged together with fresh mushrooms if the Contractor holds more than one Standing Offer and is delivering different categories at the same time;
- 4.11.3 The Contractor must use every effort to utilize environmentally friendly packaging.

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## **5. Call-Ups**

### **5.1 Acknowledgment of call-ups**

- 5.1 The Contractor must not proceed without receipt of a duly completed and authorized call-up;
- 5.2 The Contractor must acknowledge receipt of each call-up.

### **5.2 Minimum Call-Up**

- 5.2.1 There is no minimum call-up limit and no minimum shipment due to limited storage areas

## **6. Product Recall**

- 6.1 All products that are recalled by a manufacturer must be returned to the Contractor. The Contractor must notify the Project Authority on the call-up immediately of any product which is subject to a product recall by a manufacturer. The Contractor must pick-up the product recall within twenty-four (24) hours of the recall notice. The Contractor must offer a comparable substitute product at no additional expense or provide a credit note for reimbursement of the recalled product

## **7. Miscellaneous Items**

- 7.1 Miscellaneous items are items that are not specified in Annex C and are not required by the client on a regular basis.
- 7.2 Miscellaneous items will be paid in accordance with the % mark-up outlined in Annex C and the Contractor's regular, seasonal and sale catalogues or current published price lists in effect at the time of call-up.
- 7.3 The total amount of miscellaneous items incorporated on any call-up must not exceed **25%** of the individual call-up total value (taxes included).

## **8. Greening**

- 8.1 The Contractor is responsible for determining if pallets are used. If pallets are used, the Offeror must have a pallet tracking system in place. The Contractor must ensure that the number of pallets delivered to a location is the same number returned monthly. The Contractor must maintain a record of the number of pallets delivered to and returned by for each delivery location on a monthly basis. A copy of this record must be provided to the Contracting Authority monthly. Any discrepancy with the quantities of pallets delivered and returned on the record will be forwarded to the Contractor in writing within thirty (30) days after the last delivery date of month;
- 8.2 Any plastic used to wrap the pallets must be recyclable;
- 8.3 Provide Polyethylene Terephthalate and High-density polyethylene plastic containers when available;
- 8.4 Deliveries should be made in hybrid vehicles if the Contractor has hybrid vehicles in their fleet;
- 8.5 Contractors facilities should use LED lighting.

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**9. Price List Updates**

- 9.1 The pricing provided by the Contractor in Annex C is firm for the entire period of the Standing Offer, unless otherwise specified;

## APPENDIX 1 to ANNEX A

### LOCATIONS

Department	Location Name	Location Address	Delivery Information and Special Instructions
<b>Department of National Defence</b>	Personal Accommodation Barrack (PAB) Kitchen rear loading entrance;	PAB Kitchen 704 DEH CHO BLVD Yellowknife, NT, X1A 2R3	Delivery must be made within three (3) working days  (working day is defined as between the hours of 08:00 and 15:00, Monday to Friday)
	JTFN Evans Building. Yellowknife. NT	Evans Building 4816, 49th Street, Yellowknife, NT Yellowknife, NT, X1A 2R3	Delivery must be made within three (3) working days  (working day is defined as between the hours of 08:00 and 15:00, Monday to Friday)
	Yellowknife Municipal Airport;	Yellowknife Airport 100 Idaa Road Yellowknife, NT X1A 3T2	Delivery must be made within three (3) working days  (working day is defined as between the hours of 08:00 and 15:00, Monday to Friday)
	As determined within the city limits of Yellowknife, NT;	Yellowknife, NT	Delivery must be made within three (3) working days  (working day is defined as between the hours of 08:00 and 15:00, Monday to Friday)

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**ANNEX " B "**

**BASIS OF PAYMENT**

Pricing formulas are for the three (3) years of the requirement, from Date of Issuance to November 30, 2023 inclusive, and are F.O.B. Destination Yellowknife, NT, 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., to be made available as they occur if of lessor cost than under the above pricing arrangement.

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## **ANNEX C**

### **EVALUATION**

**SEE ATTACHED EXCEL DOCUMENT**

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## ANNEX D

### ABORIGINAL OPPORTUNITY CONSIDERATIONS PLAN (AOC)

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

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

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

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

The proposed requirement is subject to the Tlicho Land Claims Agreement and Self-Government Agreement. The requirements of the Tlicho Land Claim and Self Government Agreement will apply to this procurement. The provisions that apply are contained in: Chapter 26 – Economic Measures, of the Tlicho Land Claim and Self Government Agreement, clauses 26.3, 26.3.1 (a). [http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl\\_fagr\\_nwts\\_tliagr\\_tliagr\\_1302089608774\\_eng.pdf](http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl_fagr_nwts_tliagr_tliagr_1302089608774_eng.pdf)

#### 26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

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

For purposes of interpretation:

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

#### **Evaluation and Assessment of AOC Guarantee**

For a bid to be assigned points for guarantees made in respect of any AOC 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 AOC 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 AOC 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 WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.** Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

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

## ABORIGINAL OPPORTUNITY CONSIDERATIONS CRITERIA

BID CRITERIA				TOTAL AVAIL. POINTS												
<p>“Area of the Contract” is included in Tlicho applicable requirements to include additional areas of coverage for the areas negatively impacted by Giant Mine.</p> <p>The requirements of the <b>Tlicho Land Claims and Self-Government Agreement</b> apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.</p>																
<p>1. <b>HEAD OFFICE:</b> The existence of head offices, staffed administrative offices or other staffed facilities in the <b>Tlicho Land Claims and Self-Government Agreement</b>.</p> <p>Head Office – 2 points</p> <p>Administrative Office – 2 points</p> <p>Any kind of office – 1 point</p>				5 Points												
<p><b>2. TRAINING:</b> Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Aboriginal people from the area of the contract at no additional cost under this Contract. “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 bid will be prorated against the bidder proposing the highest number of total Aboriginal training hours, with the proposal committing to the highest number of training hours receiving full points.</p> <p>Example:</p> <table><tr><td></td><td>Bidder 1</td><td>Bidder 2</td><td>Bidder 3</td></tr><tr><td>Total number of Aboriginal training hours proposed</td><td>20 hours</td><td>35 hours</td><td>60 hours</td></tr><tr><td>Calculation of points</td><td>20/60 = 33% of total points available</td><td>35/60 = 58% of total points available</td><td>60/60 = 100 % of total points available</td></tr></table>					Bidder 1	Bidder 2	Bidder 3	Total number of Aboriginal 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	15 points
	Bidder 1	Bidder 2	Bidder 3													
Total number of Aboriginal 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><b>3. LABOUR:</b> The employment of Aboriginal in carrying out the work of the contracts.</p> <p>Bidder will be evaluated on their firm guarantee to use Aboriginal people from the area of the contract 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><u>Labour may be demonstrated as follows:</u></p> <p>Aboriginal labour from within the contract area must meet the following criteria:</p> <ul style="list-style-type: none"><li>• A First Nation, Inuit and/or Métis individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier who has a contract with PWGSC to do work related to the project.</li><li>• The individual must live within the area of the contract. Proof of residency may be requested (Driver's Licence, Territorial Health Card)</li></ul> <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 Aboriginal. Aboriginal 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.</p> <p>___ % x total points available = assigned points</p> <p>Example:</p> <p>Bidder guarantees 65% of labor hours will be Aboriginal = 65% of total points (40)</p> <p>65 % x 40 = 26 points</p> <p>NOTE:</p> <p>Bidder 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>*** Penalties Conditions will apply to this criterion.</p>	40 Points
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<p><b>4. SUB-CONTRACTORS / SUPPLIERS:</b> The use of sub-contractors or suppliers that are Aboriginal in carrying out the contract.</p> <p>Bidder will be evaluated on their firm guarantee to use Aboriginal Sub-Contractors for services or the procurement of supplies and equipment from the Aboriginal people from the area of the contract associated with the Contract.</p> <p>Note: if the Prime Contractor is an Aboriginal / Inuit owned business, all supplier and subcontracting costs qualify as Inuit Sub-Contracting/Supplier Costs.</p> <p><u>Bidders should provide their guarantee of Aboriginal Subcontractors in accordance with the following:</u></p> <p>Estimated value of Contract: \$ _____  - Less Non-Aboriginal: \$ _____ =  Total guaranteed for Aboriginal Subcontractors/Suppliers: \$ _____</p> <p>Points will be assigned to bidder as follows:</p> <p>Total guaranteed / Estimated value of contracting = ____a____ %</p> <p>Points will be assigned based on a percentage % of the total points available:</p> <p>_a_ % x total points = assigned points</p> <p>Example:  Estimated value of Contract: \$100,000  - Less Non-Aboriginal subcontracting: \$ 45,000 =  Total guaranteed for Aboriginal Subcontractors/Suppliers: \$ 55,000</p> <p><math>\\$55,000 / \\$100,000 = 0.55 \times 100 = 55\%</math></p> <p><math>55 \% \times 40 = 22 \text{ points}</math></p> <p>NOTE:</p> <p>Percentages MUST BE SUPPORTED by a list of specific subcontractor/suppliers that can be confirmed as Aboriginal/Inuit subcontractors. Verification of Aboriginal businesses will be made through:</p> <ul style="list-style-type: none"> <li>• <a href="https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058">Indigenous and Northern Affairs Canada (INAC) Aboriginal Business Directory. https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058</a></li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>• <a href="#">In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.</a></li> </ul> <p>*** Penalty Conditions will apply to this criterion.</p>	<p>40 Points</p>
<p><b>TOTAL POSSIBLE POINTS</b></p>	<p><b>100 Points</b></p>

## **PART 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.
3. For follow-up purposes, the communities may receive copies of the contractors Aboriginal Opportunity Considerations and periodically receive performance monitoring results

**TABLE 1 – Head Office**

<b>Provide Current Business address</b>
Bidders MUST demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the contract.

**TABLE 2 – Guarantee of Aboriginal Training**

<b>Name &amp; Position Title (Provide name(s) where possible)</b>	<b>Type of Training</b>	<b>Aboriginal Training Hours</b>
Bidders MUST include type of training and hours of training.		

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File No. - N° du dossier  
STN-0-43076

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

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**TABLE 3 – Guarantee of Aboriginal Labour Content**

Total No. Of Aboriginal Person Hours for This Contract = \_\_\_\_\_ %  
Total Employee Hours for This Contract

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

**TABLE 4 – Guarantee of Aboriginal Content for Sub-Contracting/Suppliers Content:**

Total Est. Cost For Supplies/Materials, Equip and Services Procured From Aboriginal Companies for This Contract / Total Bid Price = \_\_\_\_\_%

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

**Bidder Certification**

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

**ABORIGINAL OPPORTUNITY CONSIDERATION CERTIFICATION:**

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

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

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

**The bidder certifies it's AOC guarantee for contracting submitted with its bid is accurate and complete.**

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

## **PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION**

1. For the successful Contractor only - If an AOC 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 AOC portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor at end of contract / prior to final payment.

2. The contractor must indicate if any objectives were not met *and* identify why not.

3. Information provided may be subject to verification.

4. The AOC Certification and AOC Achievement Reports must be submitted prior to final payment with details how the Contractors met its' AOC guarantee.

5. Failure to comply with the request to submit the certification and report within 15 business days may result in a full 1% penalty.

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

### 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 demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the contract.

**TABLE 2 – Achievement of Aboriginal Training**

<b>Name &amp; Position Title (Provide name(s) where possible)</b>	<b>Type of Training</b>	<b>Aboriginal Training Hours</b>
Bidders MUST include type of training and hours of training.		

### TABLE 3 – Achievement of Aboriginal Labour Content

Total No. Of Aboriginal Person Hours for This Contract = \_\_\_\_\_ %  
Total Employee Hour for This Contract

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

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

Total Cost For Supplies/Materials, Equip and Services Procured From Aboriginal Companies for This Contract

Final Contract Value = \_\_\_\_\_ %

Company Name	Aboriginal Company	Non- Aboriginal Company
Contractor must include the value of Sub-Contracted work		

### CONTRACTOR CERTIFICATION

#### ABORIGINAL OPPORTUNITY CONSIDERATION ACHIEVEMENT CERTIFICATION:

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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

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**ABORIGINAL OPPORTUNITY CONSIDERATION PENALTY CONDITIONS**

1. Under the provisions of the proposed contract, where the contractor meets the AOC guarantees specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor does not meet the certified percentage of Aboriginal employee hours worked on the Contract and fails to fulfill their Aboriginal employment guarantees, an amount of up to 1% of the final contract value may be deducted from the final payment. (Table 1A)
3. If the contractor does not meet the certified percentage of Aboriginal Sub-contractors/Suppliers, and fails to fulfill their Aboriginal sub-contractors/suppliers guarantees, an amount of up to 1% of the final contract value may be deducted from the final payment. (Table 1B)
4. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
5. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
6. Canada reserves the right, at their sole discretion, to reduce or eliminate damages if it can be clearly demonstrated that significant efforts were made to meet the AOC guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

**NOTE:**

"FINAL CONTRACT VALUE" for the purposes of the penalty calculation the final contract value includes all amendments to the original award amount unless identified as being excluded from the AOC calculation at the time of change order or amendment negotiation.

TABLE 1A - ASSESSMENT OF ABORIGINAL LABOUR PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p><b>Calculate the percentage of guarantee achieved for Aboriginal content based on the following formula, where:</b></p> <p>Guarantee percentage = <math>\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \% * 60</math></p> <p><b>Notes:</b> percentage of 50% or less receives zero points</p>	60	
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve <b>Aboriginal</b> employment guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the AOC employment guarantee. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC employment guarantee. 28-40 points - Contractor demonstrated outstanding effort while attempting to meet the AOC employment guarantee.</p>	40	
3	<b>TOTAL ASSESSED SCORE</b>	100	
4	<p><b>TOTAL CALCULATED PENALTY:</b> (100 - total assessed score)% x (Final contract value) x 1%</p>	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p><b>Departmental Representative:</b> _____</p> <p><b>Technical Authority:</b> _____</p> <p><b>Contracting Officer (PWGSC):</b> _____</p>		

TABLE 1B - ASSESSMENT OF ABORIGINAL SUB-CONTRACTING/SUPPLIER PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p><b>Calculate the percentage of guarantee achieved for Aboriginal content based on the following formula, where:</b></p> <p>Guarantee percentage = <math>\frac{\text{Achieved}}{\text{Proposed}} \times 100\%</math> * 60</p> <p><b>Note:</b> Guarantee percentage of 50% or less receives zero points.</p>	60	
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Aboriginal sub-contracting / supplier guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the AOC sub-contracting/supplier guarantees.</p> <p>14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC sub-contracting/supplier guarantees.</p> <p>28-40 points - Contractor demonstrated outstanding effort while attempting to meet the AOC sub-contracting/supplier guarantees.</p>	40	
3	<b>TOTAL ASSESSED SCORE</b>	100	
4	<p><b>TOTAL CALCULATED PENALTY:</b></p> <p><math>(100 - \text{total assessed score})\% \times (\text{Final contract value}) \times 1\%</math></p>	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p><b>Departmental Representative (if applicable):</b> _____</p> <p><b>Technical Authority:</b> _____</p> <p><b>Contracting Officer (PWGSC):</b> _____</p>		

**ANNEX “1” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

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File No. - N° du dossier  
STN-0-43076

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

**ANNEX "E"**

**STANDING OFFER USAGE REPORTING FORM**

**Company Name:** \_\_\_\_\_

<b>Standing Offer No. W1568-210056</b>						
<b>Month:</b>						
<b>Unitrak/FSIMS Code</b>	<b>Offerors Code</b>	<b>Item Description</b>	<b>Case Description</b>	<b>Quantity</b>	<b>Firm UoM Price</b>	<b>Firm Case Price</b>
<b>Monthly Total</b>						<b>\$</b>

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

**PREPARED BY:**

NAME: \_\_\_\_\_ TELEPHONE No.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ANNEX " F "**

**SUPPLIER QUALITY ASSURANCE, NOTICE OF REJECTION/DISCREPANCY**

*If you are not receiving the quality level of goods or services expected from the supplier, please complete this feedback form with specific details.*

**Department/Unit (with complaint)**

**Date of Discrepancy**

**Supplier/Company Name**

**Standing Offer #**

**Supplier Product Code**

**Unitrak or FSIMS Code**

**1. TYPE OF DISCREPANCY** (Check appropriate remarks below)

- ☐ Did not meet delivery time
- ☐ Invoices did not conform to contract/order terms
- ☐ Good/services did not meet specification requirements
- ☐ Delivery charges were added
- ☐ Other (specify in Remarks section)

**2. ACTION TAKEN** (Check appropriate remarks below)

- ☐ Replacement requested
- ☐ Shipment quarantined due to hygiene reasons
- ☐ Replaced by local purchase (LPO)
- ☐ Goods accepted due to operational requirements.
- ☐ Goods returned to the Supplier.

**3. REMARKS** (Specify details of Rejection/Discrepancy).

**4. DATE SUBMITTED**

**5. CONTACT NAME**

## ANNEX “ G ”

### ADDITIONAL CERTIFICATIONS

#### 1. Board of Directors

Please refer to Part 5, Certifications, Article 5.2.1 for details.

Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____

#### 2. Procurement Business Number (PBN)

Please refer to Section 02, [Procurement Business Number](#) of the [2006](#) (2019-03-04) Standard Instructions – Request for Standing Offers - Competitive Requirements

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.