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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), Western Region, on behalf of Department of National Defence, Joint Task Force North, (JTFN) and Canadian Armed Forces (CAF) Operations and Exercises in the Nunavut 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.
- 1.2.2 The period of the Standing Offer is from date of issuance to October 31, 2025, with two additional one year option periods.
- 1.2.3 This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### **1.3 Nunavut Directive**

This procurement is subject to the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area (the [Nunavut Directive](#)).

The Nunavut Directive has the following objectives:

- a. Increased participation by Inuit firms in business opportunities in the Nunavut Settlement Area economy;
- b. Improved capacity of Inuit firms to compete for government contracts and real property leases in the Nunavut Settlement Area; and
- c. Employment of Inuit at a representative level in the Nunavut Settlement Area workforce.

### **1.4 Nunavut Directive: Inuit Benefits Plan (IBP)**

Bids will also be evaluated according to weighted-and-rated Inuit Benefits Criteria and Nunavut Benefits Criteria. Bidder submissions for both of these criteria are to be combined in an Inuit Benefits Plan (IBP), as described in Annex "C" (Inuit Benefits Plan), in which Bidders should detail how they will integrate the following elements in carrying out work under this requirement: Inuit employment (either directly or through subcontractors);

1. Inuit training and skills development (either directly or through subcontractors);
2. Inuit ownership (Contractor and subcontractors); and
3. Location in the Nunavut Settlement Area.

The commitments contained in an IBP will form part of the resulting contract.

Implementation of the Contractor's IBP will be ensured through close monitoring and requiring, at a minimum, that each invoice be accompanied by an IBP Progress Report (See Annex "E" (IBP Progress Report) which demonstrates that contractual obligations were fulfilled.

### **1.5 Nunavut Directive: Reporting Inuit and Nunavut Benefits – General information**

- a. Canada expects that the Contractor will, through the life of the contract, maintain and compile records as to the delivery of Inuit and Nunavut Benefits, including but not limited to the following elements:
  1. Total hours and total dollars spent on Inuit Employment
  2. Total hours and total dollars spent on Inuit Training
  3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
  4. Location of Contractor and sub-contractors/suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of Inuit and Nunavut Benefits and make them available for audit purposes.
- c. Canada will expect that every invoice be accompanied by an IBP Progress Report, in accordance with Annex "E" (IBP Progress Report) of the Contract.

- d. If, for any reason, a bid does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting any unanticipated Inuit and Nunavut Benefits realized under the contract be provided with each invoice in accordance with paragraph c.

## **1.6 Trade Agreements**

Canada's free trade agreements pose no impediment to the inclusion of measures including set asides, for the benefit of Indigenous Peoples and businesses in a procurement. This applies to procurement obligations pursuant to all Modern Treaties (Comprehensive Land Claims Agreements).

## **1.7 Debriefings**

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

## **1.8 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.

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## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the 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 - RFSO - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - RFSO - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

**Insert: 90 days**

### 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 in on page 1 of the RFSO.

Offerors must submit their offer at the following location:

#### **PWGSC Western Region Bid Receiving Unit**

**Suppliers are strongly encouraged to submit bids electronically using the Canada Post Corporation's (CPC) Connect service for the subject bid solicitation.** The Offeror must send an email requesting to open a CPC Connect conversation to the following address:

[roreceptionSoumissions.wrbridreceiving@tpsgc-pwgsc.gc.ca](mailto:roreceptionSoumissions.wrbridreceiving@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 a CPC Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an CPC Connect message if the Offeror is using its own licensing agreement for CPC Connect service.

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

**Faxed bids will be accepted at 1-418-566-6167, however Offerors must email their financial offer for their faxed offer using the most current excel file attachment, (Annex B – Basis of Payment) to:**

**[TPSGC.ROPaequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.ROPaequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca) by the date and time indicated in Annex B, Schedule of Rebid and Refresh Dates.**

**Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.**

### 2.3 Enquiries - RFSO

All enquiries must be submitted in writing to the Standing Offer Authority no later than **seven (7)** calendar days before the 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 Nunavut.

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**

The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. Each section of the offer must be prepared and separated as follows:

Section I: Financial Offer  
Section II: Certifications

Prices must appear in the financial offer only. No prices shall be indicated in another section of the offer.

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

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

If Annex "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.

Offerors are encouraged to submit the voluntary questionnaire in Annex G Social Procurement Supplier Self-Identification Form.

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## 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 RFSO including the financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### Inuit Benefits Plan (IBP) Criteria

The Inuit Benefits Plan (IBP) evaluation criteria are included in Annex "C".

### 4.2 Basis of Selection – Highest Combined Rating of Inuit Benefits Plan (IBP), and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory criteria; and
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of total IBP merit, and price. The ratio will be **35%** for the total IBP merit, and **65%** for price.
4. To establish the IBP commitment score, the overall IBP score for each responsive bid will be determined as follows:
  - a. Inuit Benefits Criteria (IBC)
    - i. Inuit Employment (10%)
    - ii. Inuit Training and Skills Development (10%)
    - iii. Inuit Ownership (prime contractor and subcontractors) (10%)
  - b. Nunavut Benefits Criteria (NBC)
    - i. Location in the Nunavut Settlement Area (NSA) (5%)
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **65%**.
6. For each responsive bid, the IBP commitment 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 IBP commitment, 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 35/65 ratio of IBP commitment, and price, respectively.

**Basis of Selection - Highest Combined Rating of IBP Commitment (35%), , and Price (65%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Pricing Score</b>		65/100	85/100	100/100
<b>Inuit Benefit Plan Commitment (IBC &amp; NBC)</b>	<b>Inuit Employment</b>	25/100	75/100	75/100
	<b>Inuit Training</b>	30/100	60/100	100/100
	<b>Inuit Ownership</b>	40/100	70/100	70/100
	<b>Location in NSA</b>	100/100	100/100	100/100
<b>Calculations: IBP Commitment</b>	<b>Inuit Employment Score</b>	25/100 x 10 = 2.5	75/100 x 10 = 7.5	75/100 x 10 = 7.5
	<b>Inuit Training Score</b>	30/100 x 5 = 1.5	60/100 x 5 = 3	100/100 x 5 = 5
	<b>Inuit Ownership Score</b>	40/100 x 10 = 4	70/100 x 10 = 7	70/100 x 10 = 7
	<b>Location in NSA Score</b>	100/100 x 10 = 10	100/100 x 10 = 10	100/100 x 10 = 10
<b>Combined Rating</b>		72.25	76.75	84.50
<b>Overall Rating</b>		<b>3rd</b>	<b>2nd</b>	<b>1st</b>

Proponent receiving the highest Total Combined Rating Score is the first entity that the Evaluation Board will recommend for the provision of the required services. In the case of a tie, the proponent submitting the lower price for the services will be selected.

**4.2.1 Financial Evaluation**

- i. The Offerors must submit with their offers, their proposed pricing information for evaluation in accordance with Annex C – Basis of Payment, Evaluation, in Canadian Funds excluding applicable taxes.

Pricing must be provided for **80%** of all line items. Failure to submit a minimum of **80%** line item's pricing information will result in the offer being deemed non compliant and it will not be given further consideration.

Offerors must complete the mandatory requirement documentation and submit it with their offer at the time and date indicated on the cover page of the solicitation documents. Failure to do so will result in the offer being deemed non compliant and it will be given no further consideration.

Suppliers who meet the mandatory requirements of the solicitation will progress to the financial evaluation stage. If a supplier is found to be non compliant in the mandatory requirement state of the evaluation, their offer will not be evaluated financially.

- ii. Offers will be evaluated based on the prices detailed in Annex C – Basis of Payment - Evaluation.

**4.2.1.2 The Financial Evaluation will take place as follows:**

- a. Suppliers offered pack (column L) will be multiplied by the offered pack size (column M) to obtain the offered quantity of goods by the lowest common unit of measure (column R)
- b. The price per offered unit of measure (column T) will be calculated by dividing the offered price per unit of issue (column P) by the quantity of the unit of measure obtained in item a. (column R).

- c. The estimated requested unit of measure (column U) for the year will be calculated by multiplying the requested pack (column D) by the requested pack size (column E), then multiplied by the estimated usage by unit of issue for the year (column G).
- d. The price per offered unit of measure (column T) will then be multiplied by the estimated requested unit of measure quantities (column U) to obtain the evaluated total for each line, for each compliant supplier.
- e. The compliant supplier with the lowest aggregate price for all line items in the requirement will be issued a standing offer.

#### **4.2.2 Evaluation of Price**

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

#### **4.3 Basis of Selection**

An offer must comply with the requirements of the RFSO to be declared responsive.

There will be one Standing Offer awarded from this solicitation.

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## 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 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 "E" 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 "E" 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 Info Line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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## **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 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 an Annual basis to the email address indicated at the top of the Standing Offer Usage Report Form no later than 15 calendar days after the end of the reporting period.

The annual reporting period is defined as follows:

- November 1 to April 30
- May 1 to October 31

#### **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 October 31, 2025**.

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## 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 **two (2), one (1)** year periods, from **November 1, 2025 to October 31, 2026 and November 1, 2026 to October 31, 2027** 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 fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

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

Telephone: 306-241-5742  
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

**(Offeror to complete)**

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

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

Organization: \_\_\_\_\_

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

Solicitation No. - N° de l'invitation  
K3E3R-220298/A  
Client Ref. No. - N° de réf. du client  
K3E3R-220298

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-1-44013

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

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

Facsimile: \_\_\_\_\_

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

## 6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer is:

### National Defence

## 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 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](#) (2022-01-28), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010A](#) (2022-01-28), General Conditions: Goods (Medium complexity)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Usage Reporting Form;
- h) Annex D, Supplier Quality Assurance, Notification of Rejection/Discrepancy;
- i) the Offeror's offer dated \_\_\_\_\_.

## **6.10 Certifications and Additional Information**

### **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, and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer.

### **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 Nunavut.

### **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 Standing Offer'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](#) (2022-01-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2022-01-28), 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 period of the Contract is from **to be determined at time of call up** inclusive.

#### **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 B 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.

#### **6.4.2 Single Payment**

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

#### **6.4.3 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 Inuit Benefits Plan (IBP) Holdback

The Contractor agrees to the application of an Inuit Benefits Plan Holdback (IBP Holdback) when IBP obligations are not being achieved.

1. If Canada deems that IBP obligation(s) are not being delivered by the Contractor or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.
2. An "IBP Holdback" is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Contractor.
3. In determining whether to apply an IBP Holdback, Canada may consider, among other things:
  - a. The delivery status of original IBP obligations, or those agreed to by Canada in a Corrective Action Plan;
  - b. evidence provided by the Contractor demonstrating that the failure to meet the IBP obligations was due to circumstances out of the Contractor's control; and
  - c. the sufficiency of the evidence provided by the Contractor in demonstrating the circumstances out of the Contractor's control.
4. In determining the value of an IBP Holdback, Canada may consider various elements, including:
  - a. the value of the Contractor's IBP obligations;
  - b. the weight of the IBP in the bid evaluation; or
  - c. the past and ongoing performance of the Contractor in delivering IBP obligations.
5. The total value of the IBP Holdback shall not exceed **10%** of the total contract value.
6. Canada may release all or a portion of the IBP Holdback and proceed to payment(s) when Canada deems it appropriate. This includes when Canada is satisfied:
  - a. with new evidences submitted by the Contractor which demonstrate that the failure to meet the Contractor's obligations in the IBP was due to circumstances out of the Contractor's control;
  - b. that the Contractor has since delivered all or at least a portion of the IBP obligations;
7. Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.

## 6.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6.7 Insurance

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

## 6.8 SACC Manual Clauses

[A9062C](#) (2011-05-16) Canadian Forces Site Regulations  
[A9068C](#) (2010-01-11) Government Site Regulations  
[D0014C](#) (2007-11-30) Delivery of Fresh Chilled or Frozen Products  
[D0018C](#) (2007-11-30) Delivery and Unloading  
[D3004C](#) (2007-11-30) Type of Transport  
[D3007C](#) (2007-11-30) Inspection and Stamping

## 6.9 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.

## 6.10 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.
- (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 the Nunavut 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](http://Publications.gc.ca)

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

FQS-12 Frozen Fruit	<a href="#">D2-531/12-2018E-PDF</a>
FQS-13 Frozen Vegetables	<a href="#">D2-531/13-2018E-PDF</a>
FQS-14 Canned Fruit	<a href="#">D2-531/14-2018E-PDF</a>
FQS-15 Canned Vegetables	<a href="#">D2-531/15-2018E-PDF</a>
FQS-16 Dried Fruit	<a href="#">D2-531/16-2018E-PDF</a>
FQS-17 Dehydrated Vegetables	<a href="#">D2-531/17-2018E-PDF</a>
FQS-18 Milk and Milk Products	<a href="#">D2-531/18-2018E-PDF</a>
FQS-19 Cheese	<a href="#">D2-531/19-2018E-PDF</a>
FQS-20 Misc Groceries	<a href="#">D2-531/20-2018E-PDF</a>
FQS-21 Pasta	<a href="#">D2-531/21-2018E-PDF</a>
FQS-22 Rice	<a href="#">D2-531/22-2018E-PDF</a>
FQS-23 Legumes	<a href="#">D2-531/23-2018E-PDF</a>
FQS-24 Grains	<a href="#">D2-531/24-2018E-PDF</a>
FQS-25 Shortenings, Fats and Oils	<a href="#">D2-531/25-2018E-PDF</a>
FQS-26 Butter and Margarine	<a href="#">D2-531/26-2018E-PDF</a>
FQS-27 Sugar and Preserves	<a href="#">D2-531/27-2018E-PDF</a>
FQS-28 Coffee and Tea	<a href="#">D2-531/28-2018E-PDF</a>
FQS-29 Ice Cream and Sorbets	<a href="#">D2-531/29-2018E-PDF</a>
FQS-30 Pie Fillings and Pie Fruits	<a href="#">D2-531/30-2018E-PDF</a>
FQS-31 Herbs, Spices and Seasonings	<a href="#">D2-531/31-2018E-PDF</a>
FQS-32 Soups, Sauces and Gravies	<a href="#">D2-531/32-2018E-PDF</a>
FQS-33 Condiments and Condiment Sauces	<a href="#">D2-531/33-2018E-PDF</a>
FQS-34 Bread and Baked Products	<a href="#">D2-531/34-2018E-PDF</a>
FQS-35 Fruit Juice	<a href="#">D2-531/35-2018E-PDF</a>
FQS-36 Cereals	<a href="#">D2-531/36-2018E-PDF</a>

FQS-37 Flour and Mixes	<a href="#">D2-531/37-2018E-PDF</a>
FQS-38 Game	<a href="#">D2-531/38-2018E-PDF</a>

### 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; and
- d) Canada Sanitation Code, as it relates to delivery vehicles.

### 4. Delivery

#### 4.1. Delivery Locations

- 4.1.1. The locations identified in Appendix 1 are anticipated delivery points, however, other locations may be required; and
- 4.1.2. Deliveries must be made directly to the location detailed in the Call-up.

#### 4.2. Period of Delivery

- 4.2.1. Deliveries must be made in accordance with the time and date indicated on the call-up document;
- 4.2.2. Delivery must be made within **10 calendar days** of receipt of call-up
- 4.2.3. Offeror must acknowledge receipt of each order during normal working hours and notify the ordering office by noon the next business day of items not available for delivery.
- 4.2.4. Substitution of any item(s) must be authorized by the ordering office prior to delivery;
- 4.2.5. The Contractor must accept customer cancellations / amendments to call-ups as follows:
  - a. **Yellowknife and Trenton:**  
Within 3 calendar days (72 hours) in advance of delivery
  - b. **All other locations:**  
Within 5 calendar days (120 hours) in advance of delivery
- 4.2.6. Deliveries for Miscellaneous Items must be made with the next order, if the item(s) is/are not available for that next order, they are to be removed from the order, and the ordering office must be notified in line with item 4.2.4 above.

#### 4.3. 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.

**a. Yellowknife and Trenton:**

- For Urgent Requirements, JTFN and CAF reserve the right to procure from sources other than the Contractor should delivery not be feasible within four (4) calendar days (calendar day is defined as a twenty-four (24) hour period immediately following the time of ordering).

**b. All other locations:**

- For Urgent Requirements, JTFN and CAF reserve the right to procure from sources other than the Contractor should delivery not be feasible within seven (7) calendar days (calendar day is defined as a twenty-four (24) hour period immediately following the time of ordering).

#### 4.4. 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:

- a. an actual/imminent life-threatening situation;
- b. a disaster endangering quality of life or safety of Canadians;
- c. a disaster resulting in the loss of life; or
- d. a disaster resulting in significant loss/damage to Crown Property.

**a. Yellowknife and Trenton:**

For Emergency Requirements, JTFN and the CAF reserve the right to procure from sources other than the Contractor should delivery not be feasible within **seventy-two (72)** hours.

Emergency requirements will be as detailed in each Call-up against the Standing Offer and the Contractor will be contacted directly to ensure ability to comply.

**b. All other locations:**

For Emergency Requirements, JTFN and the CAF reserve the right to procure from sources other than the Contractor should delivery not be feasible within **forty-eight (48)** hours. Emergency requirements will be as detailed in each Call-up against the Standing Offer and the Contractor will be contacted directly to ensure ability to comply.

#### **4.5. Delivery Vehicle(s)**

- 4.5.1. All goods must be delivered in a vehicles which is clean, free of odours and free of any signs of rodent or insect activities; and
- 4.5.2. 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.

#### **4.6. Delivery Slips**

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

#### **4.7. Back Orders**

- 4.7.1. Back Orders will not be accepted without prior written approval by the Technical Authority identified in the call-up against the Standing Offer; and

#### **4.8 Discontinued Product**

- 4.8.1 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 Technical Authority and Contracting Authority.

#### **4.9 Substitutions**

- 4.9.1 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; and
- 4.9.2 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.

#### **4.10 Inspection and Acceptance**

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 Contractor;

The Contractor must deliver the goods as per the Recommended Case Description or the Contractors Case Description; and

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 of the delivery.

#### **4.11 Rejections**

The Contractor will be advised of rejected items discovered after delivery.

Rejected items will not be returned to the contractor.

The Contractor must issue a credit for all rejected items, and must apply the credit to the next order's invoice.

#### **5. Product Recall**

The Contractor must notify the Technical Authority immediately upon notice from any manufacturer of a product recall.

Recalled items will not be returned to the contractor.

Contractor must offer a comparable substitute product to be delivered with the next order, at no additional expense, or provide a credit note for reimbursement of the recalled product.

The credit note must be applied to the next order's invoice.

#### **6. Packaging**

6.1 The Contractor is responsible for all costs for the supply, pickup, removal, and disposal and recycling of empty pallets and shipping containers;

6.2 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; and

6.3 The Contractor must use every effort to utilize environmentally friendly packaging.

## **7. Call-ups**

### **7.1 Acknowledgment of call-ups**

7.1.1 The Contractor must not proceed without receipt of a duly completed and authorized call-up;

7.1.2 The Contractor must acknowledge receipt of each call-up by noon the next business day

## **8. Minimum Call-Up**

8.1 All call-ups will have a minimum value of **\$1,000.00**, but there will be no additional minimum call-up fee for a subsequent order within 24 hours of the original order.

## **9. Greening**

9.1 The Contractor is responsible for determining if pallets are used. If pallets are used, the Contractor must have a pallet heat treat (HT) or non-toxic for human and environment. The contractor shall not expect return or credit for any pallets due to the challenge in the isolation location.

9.2 Any plastic used to wrap the pallets must be recyclable or preferable bio-degradable; and

## **10. Price List Updates**

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists and/or catalogues as Canada may require. The Offeror must provide one (1) copy of its catalogue and price list and updates to each Identified User requesting a copy.

**APPENDIX 1 to ANNEX A**

**LOCATIONS**

Offeror must deliver to the locations identified in the Standing Offer or the Call Up Document.

<b>Department</b>	<b>Location Name</b>	<b>Location Address</b>	<b>Delivery Information and Special Instructions</b>
<b>Department of National Defence</b>	Trenton, On	<ul style="list-style-type: none"> <li>Canadian Forces Base Trenton airport (YTR), for Nunavut end user only</li> </ul>	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Yellowknife, NT	<ul style="list-style-type: none"> <li>Yellowknife airport (YZF) , for Nunavut end user only</li> </ul>	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Cambridge Bay, Nu (Iqaluktuuttiaq)	<ul style="list-style-type: none"> <li>Community airport (YCB); and</li> <li>as determined within city and community limits</li> </ul>	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Resolute Bay, Nu	<ul style="list-style-type: none"> <li>Community airport (YRB); and</li> <li>as determined within city and community limits</li> </ul>	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Rankin Inlet, Nu (Kangiqliniq)	<ul style="list-style-type: none"> <li>Personnel Accommodation Barrack (PAB) Kitchen rear loading entrance;</li> <li>Community airport (YRT); and</li> <li>as determined within city and community limits</li> </ul>	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Pond Inlet, NU (Mittimatalik)	<ul style="list-style-type: none"> <li>Community airport (YIO);</li> <li>and as determined within city and community limits</li> </ul>	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Iqaluit, Nu	<ul style="list-style-type: none"> <li>Personnel Accommodation Barrack (PAB) Kitchen rear loading entrance;</li> <li>Community airport (YFB); and</li> <li>as determined within city and community limits</li> </ul>	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Hall Beach, Nu Sanirajak	<ul style="list-style-type: none"> <li>Community airport (YUX); and</li> <li>as determined within city and community limits</li> </ul>	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Gjoa Haven, NU (Uqsuqtuuq)	<ul style="list-style-type: none"> <li>Community airport (YHK)</li> </ul>	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***

	Kugaaruk, Nu	• Community airport (YBB)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Igloolik, Nu (Iglulik)	• Community airport (YGT)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Naujaat, Nu (Repulse Bay)	• Community airport (YUT)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Qikiqtarjuaq, Nu	• Community airport (YVM)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Pangnirtung, Nu (Panniqtuuq)	• Community airport (YXP)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Sanikiluaq, NU	• Community airport (YSK)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Grise Fiord, Nu (Ajuittuq)	• Community airport (YGZ)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Arctic Bay, Nu (Ikpiarjuk)	• Community airport (YAB)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Clyde River, Nu (Kanngiqtugaapik)	• Community airport (YCY)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Sachs Harbour, Nu (Ikahuak)	• Community airport (YSY)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Ulukhaktok, Nu (Holman) (Ulukhaqtuuq)	• Community airport (YHI)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Kugluktuk, Nu (Qurluqtuq)	• Community airport (YCO)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Baker Lake, Nu (Qamani'tuaq)	• Community airport (YBK)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***

	Coral Harbour, Nu (Salliq) (Salliit)	• Community airport (YZS)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Chesterfield Inlet, Nu (Igluligaarjuk)	• Community airport (YCS)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Whale Cove, Nu (Tikirarjuaq)	• Community airport (YXN)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Arviat, Nu	• Community airport (YEK)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Kinngait , Nu (Cape Dorset) (Sikusiilaq)	• Community airport (YTE)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Kimmirut, Nu	• Community airport (YLC)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***
	Taloyoak, Nu (Talurjuaq)	• Community airport (YYH)	<b>Hours of delivery:</b> 0800-1500 hrs; Monday to Friday ***

\*\*\*Unless another day/time has been mutually agreed upon on in writing.

## ANNEX " B "

### BASIS OF PAYMENT

#### Annex B is comprised of two parts:

1. Note to the Offerors
2. Evaluation will be completed using the information provided in Part 4. Evaluation Procedures and Basis of Selection, item 4.3, along with the excel documents Annex B, Percentages, and Appendix B-1 Evaluation Documents.
3. See the attached Excel spreadsheets for the documents to be completed by the offerors.

#### Note to the Offerors:

1. Estimated Usages are based on typical client department volumes. Due to COVID-19 measures taken at client department locations, food service may be reduced and may impact ordering volume and frequency.
2. Instructions on how to complete the attached excel spreadsheets:
  - a) Column I: Offeror can insert their Product Code.
  - b) Column J: Offeror can insert proposed Brand.
  - c) Column K: Offeror can insert whether the item is special order, and must indicate in the comments section how much lead time is required.
  - d) Column L: Offeror must insert Number of Units per Case.
  - e) Column M: Offeror must insert Weight or Volume per Unit.
  - f) Column N: Offeror must insert the Item Measurement Unit for their item description from columns L and M. If this differs from the requested Item Unit of Measure, the Offeror **must convert** their offer to match the Requested Format. For example if the Unit of Measure (UOM) is in 'grams', and the offeror offers it in "kg" the offeror must provide their pack size in grams, and make a note in the comments column, column R, how they will sell the product to the client if awarded a SO.
  - g) Column O: Offeror must insert the unit of issue for the product
  - h) Column P: Offeror must provide their pricing as per the offered format based on the information in e), f) and g) above.
  - i) Column Q: Offeror can provide any comments they have for that particular line item.

Please note: Offerors must complete columns L and M even if their proposed line item's case description is the same as the Case Description provided in Columns D, E and G. Failure to complete any of these columns will result in disqualification of that particular line item.

It is the Offeror's sole responsibility to ensure all required information for their proposed line items are provided by bid closing. Canada will not be liable if any information is missing or not provided for these line items by bid closing.

## **1. Provincial Milk Marketing Board Price Adjustments**

PWGSC will follow the Price Adjustment process for Milk and Butter items as detailed in A. Standing Offer, Article 6.13 SACC Clauses. The PWGSC Standing Offer Authority will only accept a copy of the Offeror's notification of price increase or decrease issued from the provincial milk marketing board. Documents from the Offeror's distributors will not be accepted.

The Standing Offer will be revised to reflect the actual price of the increase or decrease as indicated from the provincial milk marketing board and will not take into account any other price increases.

## **2. Provincial Egg Marketing Board Price Adjustments**

PWGSC will follow the Price Adjustment process for eggs, but the PWGSC Standing Offer Authority will only accept a copy of the Offeror's notification of price increase or decrease issued from the provincial egg marketing board. Documents from the Offeror's distributors will not be accepted.

The Standing Offer will be revised to reflect the actual price of the increase or decrease as indicated from the provincial egg marketing board and will not take into account any other price increases.

**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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## ANNEX "C"

### INUIT BENEFITS PLAN

Canada requests that Bidders maximize the participation of Inuit people and businesses, as well as businesses located in the Nunavut Settlement Area (NSA), in the performance of this procurement. The Bidder's Inuit Benefits Plan (IBP) will be the document containing the Bidders' commitments related to these objectives. In its IBP, the Bidder should detail and support the achievability of its commitments related to Nunavut Benefits and Inuit Benefits, for each of the IBP criteria, as described in Annex D, INUIT BENEFITS PLAN EVALUATION.

Canada reserves the right, but is not obligated, to verify any information provided in the IBP. Any untrue statements made by the Bidder in its IBP may result in the bid being declared non-responsive or in the Contractor being in default to the terms of the contract.

The Bidder acknowledges that the IBP evaluation criteria represents Canada's solemn efforts to uphold Canada's constitutional obligations to the Inuit of Nunavut, and that the true value of IBP commitments may not be entirely pecuniary and, as such, cannot be fully represented by a dollar value alone.

The Bidder also acknowledges that, if selected to be the Contractor, the commitments in its IBP will become contractual obligations, and that in future solicitations processes, Canada will retain per the Standard Instructions the right to review past performances and records of delivering IBP obligations to determine a Bidder's ability to do so in future projects.

For follow-up purposes, the leaders of the modern treaty rights holders impacted by this procurement may receive copies of the Contractor's IBP, IBP Progress Reports and periodically receive performance monitoring results.

If there is insufficient space in the tables below, add additional lines as need be.

#### **Key Terms**

1. **Eligible Inuit Employee (EIE)** is:

- a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement ( <https://nlca.tunnigavik.com/> ) at the time such work is performed, and
- c) is not an Eligible Inuit Trainee.

To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee's beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at:

[https://www.tunnigavik.com/initiative\\_pages/enrolment-program/enrol-in-the-nunavut-agreement/](https://www.tunnigavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/)

**2. Eligible Inuit Trainee (EIT) is:**

- a) an individual who is working toward the performance of the Contract either as a trainee of the Contractor or as a trainee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement ( <https://nlca.tunnngavik.com/> ) at the time such work is performed, and
- c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an "Eligible Inuit Employee" or as an "Eligible Inuit Trainee", not both).

**3. Inuit Firm Registry (IFR) Firm (contractor/supplier/subcontractor) is:**

- a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). ( <https://inuitfirm.tunnngavik.com/> ) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

**A INUIT EMPLOYMENT**

**A.1 YEAR ONE: Date of Issuance to October 31, 2023**

**Commitment Table 1 – EIE Commitment**

Commitments below identify EIEs **regardless of whether they are performed by the Contractor or subcontractor staff**

Eligible Inuit Employment commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.

**Bidders are required to detail commitments for each Year in the corresponding tables.**

**1-A Total EIE**

ITEM	Position	EIE Staff (S)
EIE - 1		
EIE - 2		
EIE - 3		
EIE - 4		
<b>Total for this Year</b>		

<b>Total for all Years</b>	<b>Total EIE Staff (Contractor and subcontractor)</b>
	(S1)

<b>IBP Commitment Implementation</b>
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitment, as described in section 1.3, EIE – IBP Commitment Implementation in <b>Annex D, INUIT BENEFITS PLAN EVALUATION.</b></p> <p><b>Bidders must clearly indicate where in their proposal this information has been provided.</b></p>

**A.2 YEAR TWO: November 1, 2023 to October 31, 2024**

**Commitment Table 1 – EIE Commitment**

Commitments below identify EIEs and EIE hours **regardless of whether they are performed by the Contractor or subcontractor staff**

Eligible Inuit Employment commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.

**Bidders are required to detail commitments for each Year in the corresponding tables.**

**1-A Total EIE**

ITEM	Position	EIE Staff (S)
EIE - 1		
EIE - 2		
EIE - 3		
EIE - 4		
<b>Total for this Year</b>		

<b>Total <u>for all</u> Years</b>	<b>Total EIE Staff (Contractor and subcontractor)</b>
	(S1)

<b>IBP Commitment Implementation</b>
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitment, as described in section 1.3, EIE – IBP Commitment Implementation in <b>Annex D, INUIT BENEFITS PLAN EVALUATION.</b></p> <p style="text-align: center;"><b>Bidders must clearly indicate where in their proposal this information has been provided.</b></p>

**A.3 YEAR THREE: November 1, 2024 to October 31, 2025**

**Commitment Table 1 – EIE Commitment**

Commitments below identify EIEs and EIE hours **regardless of whether they are performed by the Contractor or subcontractor staff**

Eligible Inuit Employment commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.

Bidders are required to detail commitments for each Year in the corresponding tables.

**1-A Total EIE**

ITEM	Position	EIE Staff (S)
EIE - 1		
EIE - 2		
EIE - 3		
EIE - 4		
<b>Total for this Year</b>		

<b>Total <u>for all</u> Years</b>	<b>Total EIE Staff (Contractor and subcontractor)</b>
	(S1)

<b>IBP Commitment Implementation</b>
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitment, as described in section 1.3, EIE – IBP Commitment Implementation in <b>Annex D, INUIT BENEFITS PLAN EVALUATION.</b></p> <p style="text-align: center;"><b>Bidders must clearly indicate where in their proposal this information has been provided.</b></p>

**A.4 YEAR FOUR: November 1, 2025 to October 31, 2026**

**Commitment Table 1 – EIE Commitment**

Commitments below identify EIEs and EIE hours **regardless of whether they are performed by the Contractor or subcontractor staff**

Eligible Inuit Employment commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.

Bidders are required to detail commitments for each Year in the corresponding tables.

ITEM	Position	EIE Staff (S)
EIE - 1		
EIE - 2		
EIE - 3		
EIE - 4		
<b>Total for this Year</b>		

<b>Total <u>for all</u> Years</b>	<b>Total EIE Staff (Contractor and subcontractor)</b>
	(S1)

<b>IBP Commitment Implementation</b>
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitment, as described in section 1.3, EIE – IBP Commitment Implementation in <b>Annex D, INUIT BENEFITS PLAN EVALUATION</b>.</p> <p style="text-align: center;"><b>Bidders must clearly indicate where in their proposal this information has been provided.</b></p>

**A.5 YEAR FIVE: November 1, 2026 to October 31, 2027**

**Commitment Table 1 – EIE Commitment**

Commitments below identify EIEs and EIE hours **regardless of whether they are performed by the Contractor or subcontractor staff**

Eligible Inuit Employment commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.

Bidders are required to detail commitments for each Year in the corresponding tables.

**1-A Total EIE**

ITEM	Position	EIE Staff (S)
EIE - 1		
EIE - 2		
EIE - 3		
EIE - 4		
<b>Total for this Year</b>		

<b>Total <u>for all</u> Years</b>	<b>Total EIE Staff (Contractor and subcontractor)</b>
	(S1)

<b>IBP Commitment Implementation</b>
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitment, as described in section 1.3, EIE – IBP Commitment Implementation in <b>Annex D, INUIT BENEFITS PLAN EVALUATION.</b></p> <p style="text-align: center;"><b>Bidders must clearly indicate where in their proposal this information has been provided.</b></p>

**B. INUIT TRAINING AND SKILLS DEVELOPMENT**

**B.1 YEAR ONE: Date of Issuance to October 31, 2023**

**Commitment Table 2 – EIT Commitment**

Dollar value is in CAD and is for training provided to the Eligible Inuit Trainee working on this contract.

Commitments below identify EITs and EIT hours **regardless of whether they are provided by the Contractor or subcontractor staff**

Eligible Inuit Training commitments **must not include** any commitments already included under the Eligibility Inuit Employment commitments or Inuit Ownership commitments.

**Bidders are required to detail commitments for each Year in the tables that correspond to that corresponding Year**

**2-A Total EIT**

ITEM	Training Type	Total EIT Training Hours for all EIT (Y)	Dollar Value of Training Provided
EIT -1	<i>Forklift Training</i>	100	\$1800.00
EIT -2			\$
EIT -3			\$
EIT -4			\$
<b>Total for this Year</b>			

<b>Total <u>for all</u> Years</b>		<b>Total EIT Training Hours (Contractor and subcontractor)</b>	<b>Total Dollar Value of Training Provided (Contractor and subcontractor)</b>	
		(E1)	\$	(E2)

**IBP Commitment Implementation**

Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIT commitment, as described in section 2.3, EIT – IBP Commitment Implementation in **Annex D, INUIT BENEFITS PLAN EVALUATION**.

**Bidders must clearly indicate where in their proposal this information has been provided.**

**B.2 YEAR TWO: November 1, 2023 to October 31, 2024**

**Commitment Table 2 – EIT Commitment**

Dollar value is in CAD and is for training provided to the Eligible Inuit Trainee working on this contract.

Commitments below identify EITs and EIT hours **regardless of whether they are provided by the Contractor or subcontractor staff**

Eligible Inuit Training commitments **must not include** any commitments already included under the Eligibility Inuit Employment commitments or Inuit Ownership commitments.

**Bidders are required to detail commitments for each Year in the tables that correspond to that corresponding Year**

**2-A Total EIT**

ITEM	Training Type	Total EIT Training Hours for all EIT (Y)	Dollar Value of Training Provided
EIT -1	<i>Forklift Training</i>	100	\$1800.00
EIT -2			\$
EIT -3			\$
EIT -4			\$
<b>Total for this Year</b>			

<b>Total for all Years</b>		<b>Total EIT Training Hours (Contractor and subcontractor)</b>	<b>Total Dollar Value of Training Provided (Contractor and subcontractor)</b>
		<b>(E1)</b>	\$ (E2)

**IBP Commitment Implementation**

Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIT commitment, as described in section 2.3, EIT – IBP Commitment Implementation in **Annex D, INUIT BENEFITS PLAN EVALUATION.**

**Bidders must clearly indicate where in their proposal this information has been provided.**

**B.3 YEAR THREE: November 1, 2024 to October 31, 2025**

**Commitment Table 2 – EIT Commitment**

Dollar value is in CAD and is for training provided to the Eligible Inuit Trainee working on this contract.

Commitments below identify EITs and EIT hours **regardless of whether they are provided by the Contractor or subcontractor staff**

Eligible Inuit Training commitments **must not include** any commitments already included under the Eligibility Inuit Employment commitments or Inuit Ownership commitments.

**Bidders are required to detail commitments for each Year in the tables that correspond to that corresponding Year**

**2-A Total EIT**

ITEM	Training Type	Total EIT Training Hours for all EIT (Y)	Dollar Value of Training Provided
EIT -1	<i>Forklift Training</i>	100	\$1800.00
EIT -2			\$
EIT -3			\$
EIT -4			\$
<b>Total for this Year</b>			

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<b>Total for all Years</b>	<b>Total EIT Training Hours</b> (Contractor and subcontractor)	<b>Total Dollar Value of Training Provided</b> (Contractor and subcontractor)	
	(E1)	\$	(E2)

<b>IBP Commitment Implementation</b>
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIT commitment, as described in section 2.3, EIT – IBP Commitment Implementation in <b>Annex D, INUIT BENEFITS PLAN EVALUATION</b>.</p> <p><b>Bidders must clearly indicate where in their proposal this information has been provided.</b></p>

**B.4 YEAR FOUR: November 1, 2025 to October 31, 2026**

**Commitment Table 2 – EIT Commitment**

Dollar value is in CAD and is for training provided to the Eligible Inuit Trainee working on this contract.

Commitments below identify EITs and EIT hours **regardless of whether they are provided by the Contractor or subcontractor staff**

Eligible Inuit Training commitments **must not include** any commitments already included under the Eligibility Inuit Employment commitments or Inuit Ownership commitments.

**Bidders are required to detail commitments for each Year in the tables that correspond to that corresponding Year**

**2-A Total EIT**

ITEM	Training Type	Total EIT Training Hours for all EIT (Y)	Dollar Value of Training Provided
EIT -1	<i>Forklift Training</i>	100	\$1800.00
EIT -2			\$
EIT -3			\$
EIT -4			\$
<b>Total for this Year</b>			

<b>Total for all Years</b>	<b>Total EIT Training Hours (Contractor and subcontractor)</b>		<b>Total Dollar Value of Training Provided (Contractor and subcontractor)</b>	
	(E1)	(E2)	\$	(E2)

**IBP Commitment Implementation**

Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIT commitment, as described in section 2.3, EIT – IBP Commitment Implementation in **Annex D, INUIT BENEFITS PLAN EVALUATION.**

**Bidders must clearly indicate where in their proposal this information has been provided.**

**B.5 YEAR FIVE: November 1, 2026 to October 31, 2027**

**Commitment Table 2 – EIT Commitment**

Dollar value is in CAD and is for training provided to the Eligible Inuit Trainee working on this contract.

Commitments below identify EITs and EIT hours **regardless of whether they are provided by the Contractor or subcontractor staff**

Eligible Inuit Training commitments **must not include** any commitments already included under the Eligibility Inuit Employment commitments or Inuit Ownership commitments.

**Bidders are required to detail commitments for each Year in the tables that correspond to that corresponding Year**

**2-A Total EIT**

ITEM	Training Type	Total EIT Training Hours for all EIT (Y)	Dollar Value of Training Provided
EIT -1	<i>Forklift Training</i>	100	\$1800.00
EIT -2			\$
EIT -3			\$
EIT -4			\$
<b>Total for this Year</b>			

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<b>Total for all Years</b>	<b>Total EIT Training Hours</b> (Contractor and subcontractor)	<b>Total Dollar Value of Training Provided</b> (Contractor and subcontractor)	
	(E1)	\$	(E2)

<b>IBP Commitment Implementation</b>
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIT commitment, as described in section 2.3, EIT – IBP Commitment Implementation in <b>Annex D, INUIT BENEFITS PLAN EVALUATION</b>.</p> <p><b>Bidders must clearly indicate where in their proposal this information has been provided.</b></p>

**C. INUIT OWNERSHIP**

**C.1 YEAR ONE: Date of Issuance to October 31, 2023**

Offerors must provide their IFR identification number to be awarded points toward Inuit ownership.

Bidder's IFR Identification Number: \_\_\_\_\_

**C.2 YEAR TWO: November 1, 2023 to October 31, 2024**

Offerors must provide their IFR identification number to be awarded points toward Inuit ownership.

Bidder's IFR Identification Number: \_\_\_\_\_

**C.3 YEAR THREE: November 1, 2024 to October 31, 2025**

Offerors must provide their IFR identification number to be awarded points toward Inuit ownership.

Bidder's IFR Identification Number: \_\_\_\_\_

**C.4 YEAR FOUR: November 1, 2025 to October 31, 2026**

Offerors must provide their IFR identification number to be awarded points toward Inuit ownership.

Bidder's IFR Identification Number: \_\_\_\_\_

**C.5 YEAR FIVE: November 1, 2026 to October**

Offerors must provide their IFR identification number to be awarded points toward Inuit ownership.

Bidder's IFR Identification Number: \_\_\_\_\_

**D. LOCATION IN THE NUNAVUT SETTLEMENT AREA**

**D.1 YEAR ONE: Date of Issuance to October 31, 2023**

**Commitment Table 4 – NSA Location Commitment**

Bidders are required to detail commitments for each Year in the tables that correspond to that Year.

**4-A Location of Business in the NSA**

Company Name (Contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the

**D.2 YEAR TWO: November 1, 2023 to October 31, 2024**

**Commitment Table 4 – NSA Location Commitment**

Bidders are required to detail commitments for each Year in the tables that correspond to that Year.

**4-A Location of Business in the NSA**

Company Name (Contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the

**D.3 YEAR THREE: November 1, 2024 to October 31, 2025**

**Commitment Table 4 – NSA Location Commitment**

Bidders are required to detail commitments for each Year in the tables that correspond to that Year.

**4-A Location of Business in the NSA**

<b>Company Name (Contractor)</b>	<b>Address in the NSA</b>	<b>Nature of Presence and Office Type in the NSA</b>
<b>Company Name (subcontractor/supplier)</b>	<b>Address in the NSA</b>	<b>Nature of Presence and Office Type in the</b>

**D.4 YEAR FOUR: November 1, 2025 to October 31, 2026**

**Commitment Table 4 – NSA Location Commitment**

Bidders are required to detail commitments for each Year in the tables that correspond to that Year.

**4-A Location of Business in the NSA**

<b>Company Name (Contractor)</b>	<b>Address in the NSA</b>	<b>Nature of Presence and Office Type in the NSA</b>
<b>Company Name (subcontractor/supplier)</b>	<b>Address in the NSA</b>	<b>Nature of Presence and Office Type in the</b>

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**D.5 YEAR FIVE: November 1, 2026 to October 31, 2027**

**Commitment Table 4 – NSA Location Commitment**

**Bidders are required to detail commitments for each Year in the tables that correspond to that Year.**

**4-A Location of Business in the NSA**

<b>Company Name (Contractor)</b>	<b>Address in the NSA</b>	<b>Nature of Presence and Office Type in the NSA</b>
<b>Company Name (subcontractor/supplier)</b>	<b>Address in the NSA</b>	<b>Nature of Presence and Office Type in the</b>

**ANNEX D**

**INUIT BENEFITS PLAN EVALUATION**

**Commitment Tables**

Bidders should fill out the commitment tables for each criteria at Annex “C” INUIT BENEFITS PLAN to be awarded points, adding lines to such tables as need be.

**Evaluation of IBP Commitments**

**Bidders will be evaluated on their IBP Commitments, for each criterion in accordance with the solicitation clause entitled “Basis of selection”.**

**Score Calculations for IBP Commitments**

The score for each IBP criterion will be the summation of the points for all sub criteria for that IBP criterion. The commitment for sub criteria related to EIE/EIT hours, employee/trainee numbers and dollar value commitments, will be prorated against the highest commitment for each of those sub criterion as follows: the commitment for that sub criterion / the highest commitment for that sub criterion multiplied by the total points available for that sub criterion.

**EXAMPLE**

<b>EMPLOYMENT OF EIE</b>		Bidder 1	Bidder 2	Bidder 3
1.1	EIE Hours Commitment	45	60	35
	<b>Total points available = 10</b>	$45/60 \times 10 = 11.25$	$60/60 \times 10 = 15$	$35/60 \times 10 = 8.75$
1.3	EIE IBP Commitment Implementation	<b>See “Score Calculations for IBP Commitment Implementation”</b>		
	<b>Total points available = 10</b>	<b>8</b>	<b>4</b>	<b>10</b>
<b>Inuit Employment Score (20 Points available) :</b>		<b>31.75/20</b>	<b>32.75/20</b>	<b>33.75/20</b>

**Evaluation of IBP Commitment Implementation**

Bidders will be evaluated on their written plan, both for integrating IBP commitments and for detailing their strategy as to how they will deliver such IBP commitments. The examples provided in the “IBP Commitment Implementation” section of each criterion are what a bidder should provide, at a minimum, to support the achievability of the IBP. It is not an exhaustive list. Bidders should provide sufficient proof to support the plan outlined and the commitments made.

**Score Calculations for IBP Commitment Implementation**

Each criterion indicates what information the Bidder should provide to support their demonstration of how they intend to fulfill the corresponding commitments. To receive points for the IBP Commitment Implementation for applicable criterion, the information must be submitted with the bid prior to bid closing. Scores will be attributed as described below in the IBP – Commitment Implementation section of each criterion.

**\*\* Each criterion, has five years of commitments required, all five years will be totalled from the suppliers commitments, then divided by 5 to obtain the average of each commitment, then they will be evaluated as per the evaluation information below.**

**INUIT EMPLOYMENT**

<p><b>EIE Commitment</b>  <b>This criterion is worth 10% of the bid evaluation points available.</b>  <b>IMPORTANT:</b> To achieve points, Bidders <b>should</b> detail commitments in Table 1-A at Annex C INUIT BENEFITS PLAN</p>		
1.1	<p><b>EIE – Staffing Commitment</b>          Bidders will be evaluated on their commitment to employ EIEs, in carrying out the work. The commitments below relate specifically to EIEs regardless of whether employed by the Contractor or subcontractor.</p> <p>Eligible Inuit Employment commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total EIEs (Contractor and subcontractor): _____</p>	/5
1.3	<p><b>EIE – IBP Commitment Implementation</b>          Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitments.</p> <p>The following is information required, at a minimum, to demonstrate Inuit labour commitment:</p> <ul style="list-style-type: none"> <li>• experience to be gained;</li> <li>• the sustainability of the jobs;</li> <li>• human resource strategies for Inuit recruitment,</li> </ul>	/5
	<p>Information submitted was not relevant to the criterion or failed to submit any documentation</p> <p style="padding-left: 20px;">- Documentation not provided, or Documentation does not address the Inuit Labour commitment.</p> <p><b>Receives 0% of the points assigned to the criteria.</b></p> <p>Proposed approach has significant weaknesses and is not likely to meet the requirements.</p> <p style="padding-left: 20px;">- Documentation submitted, but does not clearly address the Inuit Labour commitment.</p> <p><b>Receives 25% of the points assigned to a criterion.</b></p> <p>Proposed approach has weaknesses and is not likely to meet all of the requirements.</p>	

	<ul style="list-style-type: none"> <li>- Documentation clearly meets one of the requirements for Inuit Labour</li> <li>- ommitment.</li> </ul> <p><b>Receives 50% of the points assigned to a criterion.</b></p> <p>Proposed approach has minor weaknesses and is likely to meet most of the requirements.</p> <ul style="list-style-type: none"> <li>- Documentation clearly meets two requirements for Inuit Labour commitment.</li> </ul> <p><b>Receives 75% of the points assigned to a criterion.</b></p> <p>Proposed approach has no or little apparent weaknesses and is likely to meet all of the requ          excellent results.</p> <ul style="list-style-type: none"> <li>- Documentation clearly meets all three requirements for Inuit Labour commitment.</li> </ul> <p><b>Receives 100% of the points assigned to a criterion.</b></p>	
<b>Total Points Available for EIE Staffing</b>		<b>/10</b>

**INUIT TRAINING AND SKILLS DEVELOPMENT**

<b>This criterion is worth 10% of the bid evaluation points available</b> <b>IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 2-A at Annex C <u>INUIT BENEFITS PLAN</u></b>		
2.1	<p><b>EIT – Hours Commitment</b>            Bidders will be evaluated on their commitment to employ EITs in carrying out the work. The commitments below relate specifically to EITs who work toward the performance of the contract, regardless of whether they will be trained by the Contractor or subcontractor or a third party or if their training will be paid by the Contractor or a subcontractor.</p> <p><b>NOTE:</b> Commitments captured in the “Employment of EIE” Must not be included in this section</p> <ul style="list-style-type: none"> <li>• Training is understood as inclusive of all types of training, apprenticeship and on-the-job skills development, on the <b>condition</b> that the EIT does in fact contribute to the advancement of the work to be performed, although at a pace allowing for learning and skills development.</li> </ul> <p>Eligible Inuit Training commitments <b>must not include</b> any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p>Total EIT Hours: _____ (E1)</p>	/2.5
2.2	<p><b>EIT – Dollar value Commitment</b>            Bidder will be evaluated on the total dollar value commitment to train and skill develop EITs</p> <p><b>NOTE:</b> Commitments captured in “Employment of EIE” must not be included in this section</p> <ul style="list-style-type: none"> <li>• Instructor rates, materials, or other training or skill development supplies that may be required may be eligible for consideration as a financial commitment.</li> <li>• External or third-party training costs may be eligible for consideration.</li> </ul> <p>Eligible Inuit Training commitments <b>must not include</b> any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p>Total dollar value of Inuit Training and Skills Development: _____ (E2)</p>	/2.5

	<p><b>EIT – IBP Commitment Implementation</b></p> <p>Bidders must provide a written plan of engagements, measures, and proposed procedures to be taken to deliver on the Inuit Training and Skills Development criteria.</p> <p>The following is information required, at a minimum, to demonstrate Inuit training and skills development commitment:</p> <ul style="list-style-type: none"> <li>• Bidders are to identify what on-the-job or in-house training will consist of and the category of work</li> <li>• details on the type of training being offered and how it is relevant to the procurement (such as apprenticeships, school programs, internal/external training);</li> <li>• strategies for retaining Inuit who have completed training;</li> </ul>	
2.3	<p>Information submitted was not relevant to the criterion or failed to submit any documentation criteria.</p> <ul style="list-style-type: none"> <li>- Documentation not provided, or Documentation does not address the Inuit Training and Skills Development commitment.</li> </ul> <p><b>Receives 0% of the points assigned to the criteria.</b></p> <p>Proposed approach has significant weaknesses and is not likely to meet the requirements.</p> <ul style="list-style-type: none"> <li>- Documentation submitted, but does not clearly address the Inuit Training and Skills Development commitment.</li> </ul> <p><b>Receives 25% of the points assigned to a criterion.</b></p> <p>Proposed approach has weaknesses and is not likely to meet all of the requirements.</p> <ul style="list-style-type: none"> <li>- Documentation clearly meets one of the requirements for Inuit Training and Skills Development commitment.</li> </ul> <p><b>Receives 50% of the points assigned to a criterion.</b></p> <p>Proposed approach has minor weaknesses and is likely to meet most of the requirements.</p> <ul style="list-style-type: none"> <li>- Documentation clearly meets two requirements for Inuit Training and Skills Development commitment.</li> </ul> <p><b>Receives 75% of the points assigned to a criterion.</b></p> <p>Proposed approach has no or little apparent weaknesses and is likely to meet all of the requirements and yield excellent results.</p> <ul style="list-style-type: none"> <li>- Documentation clearly meets all three requirements for Inuit Training and Skills Development commitment.</li> </ul> <p><b>Receives 100% of the points assigned to a criterion.</b></p>	/5
<b>Total Points Available for Inuit Training and Skills Development</b>		/10

**INUIT OWNERSHIP**

<b>This criterion is worth 10% of the bid evaluation points available.</b>		
3.1	<p><b>Inuit Ownership – Commitment</b>          Registered on the Inuit Firm Registry (IFR).</p> <p>Bidders will be evaluated on whether or not they are registered on the IFR. Bidders registered on the IFR will be awarded full points for this criteria.</p> <p>The Contractor must be registered on the Inuit Firm Registry (IFR) for the duration of the contract. Failure to do so may result in Canada terminating the contract for default.</p> <p style="text-align: right;">Bidder is registered on the IFR:    <u>  <b>YES</b>  </u>    OR    <u>  <b>NO</b>  </u></p>	/30
<b>Total Points Available for Inuit Ownership</b>		/30

**LOCATION IN THE NUNAVUT SETTLEMENT AREA**

<b>LOCATION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA)</b> <b>This criterion is worth 5% of the bid evaluation points available</b> <b>IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 4-A at Annex C INUIT BENEFITS PLAN.</b>		
	<p><b>NSA Location – Commitment</b></p> <p>Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract.</p> <p>Contractor may have head offices, administrative offices, or other staffed facilities.</p> <p>A maximum of 50 points will be assigned for this criterion.</p> <p>Points will be assigned as follows:</p>	
4.1	<p><b>Contractor</b></p> <ol style="list-style-type: none"> <li>1. Head Offices (20 points)</li> <li>2. Administrative Offices (20 points)</li> <li>3. Other Staffed Facilities (10 points)</li> </ol> <p>Bidders must provide supporting documentation regarding the locations submitted. Information to include:</p> <ul style="list-style-type: none"> <li>• a description of the locations, including addresses;</li> <li>• describe the nature of the firm's presence in the NSA; and</li> <li>• number of years the firm has been in the identified locations in the NSA.</li> </ul>	/50

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## ANNEX E

### IBP PROGRESS REPORT

The IBP Progress Report is comprised of 4 tables which the Contractor must fill in, as indicated in this Annex, and **submit with every invoice to the Project Authority.**

The tables will demonstrate the Contractor's compliance with its IBP, providing information, including the cost breakdown, on all IBP achievements in each period of the Contract as well as the cumulative total of IBP obligations delivered since the beginning of the Contract.

If so requested by Canada, the Contractor must be able to provide a full description of all of the Work that has been completed in accordance with the IBP, and to present before Canada the supporting documentation (i.e. employees coordinates, time sheets, invoices, receipts, vouchers etc),. The Contractor must also maintain such records for audit purposes in accordance with the General Conditions.

The Contractor is required to certify the information contained in every IBP Progress Report submitted. If Contractor Certification is not provided, the IBP Progress Report will be deemed incomplete and will not be accepted.

#### Disclosure of Information

1. The Contractor agrees to the disclosure of the IBP and the IBP Progress Reports by Canada, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. The Contractor warrants to have secured from its subcontractors and suppliers similar consents to disclosure by Canada as the IBP and the IBP Progress Report could contain information regarding such subcontractors and suppliers. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.
2. The Contractor undertakes **not to include** in the IBP or in the IBP Progress Reports **any information that cannot be shared publicly** or that could constitute **private information** under the *Privacy Act* (R.S.C., 1985, c. P-21) (e.g.name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

#### Deviations

If the delivery of IBP obligations is below the IBP commitment, the Contractor must include a detailed explanation. In circumstances where the Contractor can clearly demonstrate that reasonable efforts were made to meet the IBP obligations but could not be met due to circumstances out of the Contractor's control, the Contractor will nevertheless be expected to have maximized IBP obligations to the level that was possible. See the Contact terms for further details regarding such situations.

The Contractor must **inform the Contracting Authority immediately** without waiting for the submission of an IBP Progress Report if a deviation from the expected outcome may occur.

## Key Terms

1. Eligible Inuit Employee (EIE) is:

- a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement ( <https://nlca.tunngavik.com/> ) at the time such work is performed, and
- c) is not an Eligible Inuit Trainee.

To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee's beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at:

[https://www.tunngavik.com/initiative\\_pages/enrolment-program/enrol-in-the-nunavut-agreement/](https://www.tunngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/)

2. Eligible Inuit Trainee (EIT) is:

- a) an individual who is working toward the performance of the Contract either as a trainee of the Contractor or as a trainee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement ( <https://nlca.tunngavik.com/> ) at the time such work is performed, and
- c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an "Eligible Inuit Employee" or as an "Eligible Inuit Trainee", not both).

3. Inuit Firm Registry (IFR) Firm (contractor/supplier/subcontractor) is:

- a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). ( <https://inuitfirm.tunngavik.com/> ) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

**Table 1 – EIE Progress Report.**

“Hourly rate” must be the gross dollar value paid (in CAD) to the EIE for that position for the work performed under the contract. Add as many lines as need be in the below table. Positions and type of work must also correspond with those committed to in the Contractor’s IBP.

Period : \_\_\_\_\_

**1-A Total EIE**

ITEM	Hourly Rate	EIE Hours in this Period	Dollar Value paid to EIE in this Period		Number of EIE staffed in this Period	
		Achieved	Committed	Achieved	Committed	Current
EIE -1	\$		\$	\$		
EIE -2	\$		\$	\$		
EIE -X	\$		\$	\$		
<b>Total for this Period</b>			\$	\$		

**1-B EIE Cumulative**

	Total Dollar Value committed for EIE in the IBP (A2)	\$	Total EIE Staff committed in the IBP (S1)	
<b>Total of EIE Hours for all Periods, up to now and including this one</b>	Total Dollar Value paid to EIE for all Periods up to now and including this one.		Number of EIE staffed for all Periods up to now and including this one	
	Total Dollar Value remaining to meet commitment	\$	Total EIE to be staffed to meet staffing commitment	

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File No. - N° du dossier  
STN-1-44013

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

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**On track (Yes or No) ? If no, the sections below MUST be completed prior to submission of this report**

**IBP Deviation Explanations** (Use additional pages if necessary)

**Proposed Adjustments and/or Alternative commitments** (Use additional pages if necessary)

**Comments** (Use additional pages if necessary)

**INUIT TRAINING AND SKILLS DEVELOPMENT**

**Table 2 – EIT Progress Report**

Period : \_\_\_\_\_

**2-A Total EIT**

ITEM	Total EIT training hours in this Period		Total Dollar Value spent on training in this Period	Number of EITs trained for this Period up to now and including this one	
	Committed	Achieved	Achieved	Committed	Achieved
EIT -1			\$		
EIT -2			\$		
EIT -3			\$		
<b>Total for this period</b>			\$		

**1-B EIT Cumulative**

<b>Total of EIT training hours for all Periods, up to now and including this one</b>		<b>Total Dollar Value spent on training in all Periods up to now and including this one</b>	\$	<b>Number of EITs trained for all Periods, up to now and including this one</b>	
<b>Total of EIT training hours committed in the IBP (E1)</b>		<b>Total Dollar Value committed for training in the IBP (E2)</b>	\$	<b>Total EITs committed in the IBP (T1)</b>	
<b>Total of EIT training hours remaining to meet commitment</b>		<b>Total Dollar Value remaining to meet commitment</b>	\$	<b>Total EITs remaining to be trained</b>	

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**On track (Yes or No) ? If no, the sections below MUST be completed prior to submission of this report**

**IBP Deviation Explanations** (Use additional pages if necessary)

**Proposed Adjustments and/or Alternative commitments** (Use additional pages if necessary)

**Comments** (Use additional pages if necessary)

**INUIT OWNERSHIP**

**Table 3 – Inuit Ownership Progress Report**

**3-A Total Inuit Contractor/Sub-Contracting/Supplier**

Period : \_\_\_\_\_

ITEM	Company Name (contractor)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Period	
				Committed	Achieved
IFR-1				\$	\$
	Company Name (subcontractor/supplier)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Period for Subcontract or Supplies/Services	
				Committed	Achieved
IFR-2				\$	\$
IFR-3				\$	\$
IFR-4				\$	\$
IFR-5				\$	\$
IFR-6				\$	\$
<b>Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services in this Period</b>				<b>\$</b>	<b>\$</b>

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### 3-B Cumulative

<b>Total Dollar Value</b> for Inuit Contractor/Subcontracting or Supplies/Services in all Periods including this one.	\$
<b>Total Dollar Value</b> for Inuit Contractor/Subcontracting or Supplies/Services committed in the IBP (F)	\$
<b>Total Dollar Value remaining</b>	\$

**LOCATION IN THE NUNAVUT SETTLEMENT AREA**

**Table 4– NSA Location Commitment Progress Report**

**4-A Location of Business in the NSA**

Year: \_\_\_\_\_

<b>Company Name (contractor)</b>	<b>Address in the NSA</b>	<b>Nature of Presence and Office Type in the NSA</b>
<b>Company Name (subcontractor/supplier)</b>	<b>Address in the NSA</b>	<b>Nature of Presence and Office Type in the</b>

**On track (Yes or No) ? If no, the sections below MUST be completed prior to submission of this report**

**IBP Deviation Explanations (Use additional pages if necessary)**

**Proposed Adjustments and/or Alternative commitments (Use additional pages if necessary)**

**Comments (Use additional pages if necessary)**

**Each IBP Progress Report must include the certification below**

**Contractor Certification**

**IBP PROGRESS CERTIFICATION:**

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

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

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

**CONTRACT NUMBER:** \_\_\_\_\_

**The Contractor certifies the information contained in the IBP Progress Report is accurate and complete.**

**The Contractor further certifies, and is prepared to provide support to demonstrate, that:**

- 1. Where work or training has been attributed to Inuit workers or Inuit trainees , that the workers and / or trainees were all registered on the Inuit Enrolment List during the reporting period; and**
- 2. Where work has been attributed to Inuit Firms, that those firms were all registered on the Inuit Firm Registry during the reporting period.**

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K3E3R-220298

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-1-44013

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

**ANNEX " F "**

**STANDING OFFER USAGE REPORTING FORM**

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

Standing Offer No. <b>K3E3R-220298</b>						
Month:						
Unitrak/FSIMS Code	Offerors Code	Item Description	Case Description	Quantity	Firm UoM Price	Firm Case Price
<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 " G "**

**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 " H "

### 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.