



Request For a Standing Offer Demande d'offre à commandes

Offre à commandes individuelle régionale (OCIR)

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Public Works and Government Services Canada/Réception
des soumissions Travaux publics et Services
gouvernementaux Canada
Government of Canada Building
101 - 22nd Street East
Suite 110
Saskatoon
Saskatche
S7K 0E1

Title - Sujet Miscellaneous Groceries - Yellowkni	
Solicitation No. - N° de l'invitation W1568-220200/A	Date 2022-12-06
Client Reference No. - N° de référence du client W1568-220200	GETS Ref. No. - N° de réf. de SEAG PW-\$STN-201-5592
File No. - N° de dossier STN-1-44039 (201)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Central Daylight Saving Time CDT on - le 2023-01-13 Heure Avancée du Centre HAC	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Marsland, Rina	Buyer Id - Id de l'acheteur stn201
Telephone No. - N° de téléphone (306)241-5742 ()	FAX No. - N° de FAX (418)566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Joint Task Force North P.O. Box 666 Station Main YELLOWKNIFE Northwest Territories X1A2R3 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: Voir aux présentes

Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)	
Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments and any other annexes

1.2 Summary

- 1.2.1 Public Works and Government Services Canada (PWGSC), on behalf of the Department of National Defence, Joint Task Force North, Yellowknife, NT, has a requirement for the supply and delivery of miscellaneous groceries on an as and when requested basis.

Successful offerors shall supply, deliver and offload various quantities of food products over the period of the standing offer, for the period of three years with two one year option periods in accordance with the terms and conditions set out herein.
- 1.2.2 This procurement is subject to the Tlicho Land Claims Self-Governance Agreement
- 1.2.3 There will be one RISO issued for this requirement
- 1.2.4 The period of the Standing Offer(s) is from date of issuance to **December 31, 2025**, with two additional one year option periods.
- 1.2.5 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO

entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Tłı̨chq Land Claims and Self- Government Agreement

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

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

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

The proposed requirement is subject to the Tłı̨chq Land Claims and Self-Government Agreement. The requirements of the Tłı̨chq Land Claim and Self Government Agreement will apply to this procurement. The provisions that apply are contained in: Chapter 26 – Economic Measures, of the Tłı̨chq Land Claims and Self-Government Agreement, clauses 26.3, 26.3.1 (a).

<https://www.rcaanc-cirnac.gc.ca/eng/1292948193972/1543262085000#chp26>

26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

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

For purposes of interpretation:

“Tłı̨chq entity” means an entity which complies with the legal requirements to carry on business in the Northwest Territories and which is

- a) a corporation with more than 50 percent of the corporation’s voting shares beneficially owned by Tłı̨chq Citizens or the Tłı̨chq Government;
- b) a co-operative controlled by Tłı̨chq Citizens or the Tłı̨chq Government;
- c) a sole proprietorship operated by a Tłı̨chq Citizen; or
- d) a partnership in which at least 50 percent of the partners are Tłı̨chq Citizens or the Tłı̨chq Government

“Tłı̨chq person” means a person

- a) of Aboriginal ancestry who resided in and used and occupied any part of Mqwhì Gogha Dè Nı̨łtłèè on or before August 22, 1921 and who received Treaty 11 benefits, or a descendant of such person;
- b) who is a band member, or a descendant of such person; or
- c) who was adopted as a child, under the laws of any jurisdiction or under any Tłı̨chq custom, by a Tłı̨chq person within the meaning of (a) or (b) or by a Tłı̨chq Citizen, or is a descendant of any such adoptee.

1.4 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.

1.5 Anticipated migration to an e-Procurement Solution (EPS)

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

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the 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](#) (2022-03-29) 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 Annex B, Schedule of Rebid and Refresh Dates:

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.wrbidreceiving@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open 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 using the most current excel file attachment, (Annex B – Basis of Payment) to:

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 **ten (10)** 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 the Northwest Territories.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

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 epost 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

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.

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.

4.2 Basis of Selection – Highest Combined Rating of Indigenous Opportunity Considerations (IOC) Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria;
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 IOC merit and price. The ratio will be 35% for the IOC merit, and 65% for the price.
4. To establish the IOC merit score, the overall IOC score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the weighting of 35% .
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the weighting of 65% will be applied in the final combined rating.
6. For each responsive bid, the IOC merit score, and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest IOC score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of IOC merit, and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 65/35 weighting of price and IOC merit, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Price (65%) and IOC Merit (35%)				
		Bidder 1	Bidder 2	Bidder 3
Overall IOC Score		85/100	66/100	71/100
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	IOC Merit Score	85/100 x 35 = 29.75	66/100 x 35 = 23.1	71/100 x 35 = 24.85
	Pricing Score	45/55 x 65 = 53.18	45/50 x 65 = 58.5	45/45 x 65 = 65.
Combined Rating		82.93	81.6	89.85
Overall Ranking		2nd	3rd	1st

4.2.1 Financial Evaluation

4.2.1.1 Mandatory Financial Criteria

- 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 B-1 – 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.

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

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.

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](#) (2022-01-28) 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:

- **First Period: January 1 to June 30**
- **Second Period: July 1 to December 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 December 31, 2025**.

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 **January 1, 2026 to December 31, 2026 and January 1, 2027 to December 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 22nd 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: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6.6 Identified Users

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

- **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 the Northwest Territories.

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.

6.13 SACC Clauses

6.13.1 Price Adjustment – Milk

The prices detailed in the Standing Offer are subject to upward or downward adjustment to reflect the actual minimum wholesale prices for milk established by the provincial milk marketing board. A copy of the Offeror's notification of price increase or decrease from the provincial milk marketing board must be provided to the Standing Offer Authority.

At the Offeror's request, the Standing Offer will be revised to reflect the actual price of the increase or decrease, and will be evidenced, for administrative purposes only, through a revision to the standing offer completed by the Standing Offer Authority. The Offeror must not invoice at prices other than those specified in the Standing Offer.

6.13.2 Price Adjustment – Butter

The prices detailed in the Standing Offer are subject to upward or downward adjustment to allow for any increase or decrease in the support prices for butter established by the Canadian Dairy Commission. A copy of the Offeror's notification of price increase or decrease from the Canadian Dairy Commission must be provided to the Standing Offer Authority.

At the Offeror's request, the Standing Offer will be revised to reflect the actual price of the increase or decrease, and will be evidenced, for administrative purposes only, through a revision to the standing offer

completed by the Standing Offer Authority. The Offeror must not invoice at prices other than those specified in the Standing Offer.

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.

6.4.3 Single Payment

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

6.4.4 Electronic Payment of Invoices – Call-up

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

To be determined

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

6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.6 Insurance

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

6.7 SACC Manual Clauses

[A9062C](#) (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

6.8 Inspection and Acceptance

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

6.9 Dispute Resolution

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

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

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

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

4.1.1. Delivery Locations

4.1.2. The locations identified in Appendix 1 are anticipated delivery points, however, other locations may be required; and

4.1.3. 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.

Delivery Slips

- 4.5.3.** 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.

4.6. Back Orders

- 4.6.1.** Back Orders will not be accepted without prior written approval by the Project Authority identified in the call-up against the Standing Offer; 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 Project 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 Project 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

LOCATIONS

Department	Location Name	Location Address	Delivery Information and Special Instructions
Department of National Defence	Trenton, On	<ul style="list-style-type: none"> Canadian Forces Base Trenton airport (YTR), for Northwest Territories end user only 	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Yellowknife, NT	<ul style="list-style-type: none"> Yellowknife airport (YZF) 100 Idaa Road Yellowknife, NT X1A 3T2 Personnel Accommodation Barrack (PAB) Kitchen 704 DEH CHO BLVD Yellowknife, NT, X1A 2R3 	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Ulukhaktok (Holman), NT	<ul style="list-style-type: none"> Community airport (YHI) 	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Sachs Harbour, NT	<ul style="list-style-type: none"> Community airport (YSY) 	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Tuktoyaktuk , NT	<ul style="list-style-type: none"> Community airport (YUB) 	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Paulatuk, NT	<ul style="list-style-type: none"> Community airport (YPC) 	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Inuvik, NT	<ul style="list-style-type: none"> Community airport (YEV) Personnel Accommodation Barrack (PAB) Kitchen 	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Aklavik, NT	<ul style="list-style-type: none"> Community airport (LAK) 	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Fort McPherson, NT	<ul style="list-style-type: none"> Community airport (ZFM) 	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Tsiigehtchic, NT	<ul style="list-style-type: none"> As determined within city and community limits 	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Fort Good Hope, NT	<ul style="list-style-type: none"> Community airport (YGH) 	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Norman Wells, NT	<ul style="list-style-type: none"> Community airport (YVQ) 	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Tulita, NT	<ul style="list-style-type: none"> Community airport (ZFN) 	Hours of delivery: 0800-1500 hrs; Monday to Friday ***

	Fort Simpson, NT	• Community airport (YFS)	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Fort Providence, NT	• Community airport (CYJP)	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Sambaa K'e (Trout Lake), NT	• Community airport (CEU9)	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Deline, NT	• Community airport (YWJ)	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Hay River, NT	• Community airport (YHY)	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Gameti, NT	• Community airport (YRA)	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Wha ti, NT	• Community airport (YLE)	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Bechoko, NT	• As determined within city and community limits	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Wekweti, NT	• Community airport (YFJ)	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Lutsel k'e, NT	• Community airport (YSG)	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Fort Resolution, NT	• Community airport (YFR)	Hours of delivery: 0800-1500 hrs; Monday to Friday ***
	Fort Smith, NT	• Community airport (YSM)	Hours of delivery: 0800-1500 hrs; Monday to Friday ***

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

Solicitation No. - N° de l'invitation

W1568-220200/A

Client Ref. No. - N° de réf. du client

W1568-220200

Amd. No. - N° de la modif.

File No. - N° du dossier

STN-1-44041

Buyer ID - Id de l'acheteur

STN201

CCC No./N° CCC - FMS No./N° VME

ANNEX " B "

BASIS OF PAYMENT – MARK UP

1. See attached spreadsheet to be completed

ANNEX “ B – 1 ”

BASIS OF PAYMENT - EVALUATION

1. Evaluation will be completed using the information provided in Part 4. Evaluation Procedures and Basis of Selection, item 4.2.
2. See attached Excel spreadsheet to be completed.

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.

ANNEX C

INDIGENOUS PARTICIPATION PLAN

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

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

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

The proposed requirement is subject to the Tłıchq Land Claims and Self-Government Agreement. The requirements of the Tłıchq Land Claim and Self Government Agreement will apply to this procurement. The provisions that apply are contained in: Chapter 26 – Economic Measures, of the Tłıchq Land Claims and Self-Government Agreement, clauses 26.3, 26.3.1 (a).

<https://www.rcaanc-cirnac.gc.ca/eng/1292948193972/1543262085000#chp26>

26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

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

For purposes of interpretation:

“Tłıchq entity” means an entity which complies with the legal requirements to carry on business in the Northwest Territories and which is

- e) a corporation with more than 50 percent of the corporation’s voting shares beneficially owned by Tłıchq Citizens or the Tłıchq Government;
- f) a co-operative controlled by Tłıchq Citizens or the Tłıchq Government;
- g) a sole proprietorship operated by a Tłıchq Citizen; or
- h) a partnership in which at least 50 percent of the partners are Tłıchq Citizens or the Tłıchq Government

“Tłıchq person” means a person

- d) of Aboriginal ancestry who resided in and used and occupied any part of Mqwhì Gogha Dè Nı̄łtèè on or before August 22, 1921 and who received Treaty 11 benefits, or a descendant of such person;
- e) who is a band member, or a descendant of such person; or
- f) who was adopted as a child, under the laws of any jurisdiction or under any Tłıchq custom, by a Tłıchq person within the meaning of (a) or (b) or by a Tłıchq Citizen, or is a descendant of any such adoptee.

PART A – INDIGENOUS PARTICIPATION PLAN

Evaluation and Assessment of IOC Commitment

Bidders should provide a written plan of engagements, measures and proposed procedures to be taken to deliver on the Indigenous labour, and office presence commitments made below.

Bidders may use the attached Commitment Tables to supplement their IOC submission.

Bidders that do not provide sufficient documentation to demonstrate how they will meet their commitment may be given 2 calendar days to provide additional supporting information. Bidders that fail to provide the additional information within the allotted time period will receive a score of 0 regardless of the commitment made under the respective criterion and will not be eligible for an incentive. Conversely, one cannot change their commitments by providing additional information.

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

Below are examples of what a bidder may provide to demonstrate their commitments. Note, this is not an exhaustive list, bidders are responsible for providing sufficient detail to support the plan outlined and the commitments made. Points will not be assigned for unsupported commitments.

SUPPORTING DOCUMENTATION

Head Office / Office Presence

- Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the CLCA.
- Describe the nature of the firm's presence in the area of the contract and how it demonstrates progress towards, and maintenance of, commitments made in the bidder's IOC proposal.
- Include the number of years in existence, number of full-time and part-time employees and the nature of the work performed at that location.

Labour

- strategies for recruitment of Indigenous people;

URL links to websites will not be considered.

NOTE: Percentages should be supported by a list of specific subcontractor/suppliers that can be confirmed as Indigenous subcontractors/suppliers. Verification of Indigenous businesses will be made through:

- Indigenous Business Directory: http://www.ic.gc.ca/eic/site/ccc_bt-rec_ec.nsf/eng/h_00011.html; and/or
- Supplier Registration Information: <https://srisupplier.contractsCanada.gc.ca/>; and/or
- In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.

INDIGENOUS OPPORTUNITY CONSIDERATIONS CRITERIA

ITEM	BID CRITERIA	Available Points
3.0	This procurement is subject to the Tłı̨ch̓ Land Claims and Self- Government Agreement Canada reserves the right to confirm validity of all declarations / commitments.	
3.1	<p>HEAD OFFICE</p> <p>Bidders are requested to demonstrate the existence of the bidders head offices, staffed administrative offices or other staffed facilities in the area of the CLCA.</p> <p>Points will be assigned as follows, to a maximum of 10 points:</p> <ol style="list-style-type: none"> 1. Head Offices (4 pts) 2. Staffed Administrative Offices (4 pts) 3. Other Staffed Facilities (2 pts) 	/10
3.2	<p>LABOUR</p> <p>Bidder will be evaluated on their firm commitment to use Indigenous people from the area of the contract in carrying out the work. The percentages identified below relate specifically to labour hours regardless of whether they are Prime Contractor staff and/or subcontractor staff.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by Indigenous people. On-site Indigenous employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative, if applicable.</p> <p>Indigenous people from within the contract must meet the following criteria:</p> <ol style="list-style-type: none"> 1. An Indigenous individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier. 2. The individual must live within the area of the contract area. Proof of residency may be requested (Driver's Licence, Territorial Health Card). <p>Value of Indigenous Contracting (contractor/subcontractor or supplier): \$_____ (a) + Value of Non-Indigenous Contracting (contractor/subcontractor or supplier): \$_____ (b) = Estimated value of Contract (must equal total bid price): \$_____ (c)</p> <p>(a) / (c) = % Commitment (d)</p> <p>0-100% of total labour hours = 0-50 points. Points will be assigned based on a percentage % of the total points available: ____ (d) % x total points available</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Example (Option 1): Bidder commitments 65% of labour hours will be Indigenous = 65% of total points (40) 65% x 40 = 26 points</p> </div>	/50

	<p>NOTE: Bidder must demonstrate how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points.</p> <p>*** Deduction Conditions will apply to this criterion.</p>													
3.3	<p>TRAINING</p> <p>Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training for Indigenous people from the area of the CLCA at no additional cost under this Contract.</p> <ul style="list-style-type: none">Bidder is to identify what “on-the-job-training” will consist of, the category of work, estimated number of hours and number of persons to be trained. Contractors that exceed their on-the-job training commitment will <u>only</u> be eligible for an incentive if the increase in hours is the result of hiring additional personnel. <p>To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Indigenous training hours, with the proposal committing to the highest number of training hours receiving full points.</p> <table><tr><td></td><td>Bidder 1</td><td>Bidder 2</td><td>Bidder 3</td></tr><tr><td>Total number of Indigenous training hours proposed</td><td>20 hours</td><td>35 hours</td><td>60 hours</td></tr><tr><td>Calculation of points</td><td>20/60 = 33% of total points available</td><td>35/60 = 58% of total points available</td><td>60/60 = 100 % of total points available</td></tr></table>		Bidder 1	Bidder 2	Bidder 3	Total number of Indigenous training hours proposed	20 hours	35 hours	60 hours	Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available	<p>/40</p>
	Bidder 1	Bidder 2	Bidder 3											
Total number of Indigenous training hours proposed	20 hours	35 hours	60 hours											
Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available											
	<p>TOTAL POINTS AVAILABLE</p>	<p>/100</p>												

PART B - BIDDER COMMITMENT

1. At time of bid submission - The Commitment and Achievement tables may be used by bidders to submit their proposal.
2. Bidders take note that a 0% commitment is considered to be no commitment.
3. Canada reserves the right to verify any information provided in the IOC and that untrue statements may result in the tender being declared non-responsive.
4. For follow-up purposes, the communities may receive copies of the contractors Indigenous Opportunity Considerations and periodically receive performance monitoring results.

PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For the successful Contractor only - If an IOC commitment is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the commitments made as part of the IOC portion of their bid. The Commitment and Achievement tables must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor prior to final payment.
2. The contractor must indicate if any objectives were not met and identify why not.
3. Canada reserves the right to verify any information provided in the IOC.
4. The IOC Certification and IOC Achievement Reports must be submitted prior to final payment with details how the Contractor met its IOC commitment.
5. For follow-up purposes, the communities may receive copies of the Contractor's Indigenous Opportunity Considerations and periodically receive performance monitoring results.

Return Reports to:

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

Contractor Certification

INDIGENOUS OPPORTUNITY CONSIDERATIONS ACHIEVEMENT CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

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

Solicitation No. - N° de l'invitation
W1568-220200/A
Client Ref. No. - N° de réf. du client
W1568-220200

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-1-44041

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

TABLE 3 – Indigenous Training

Position / Title (Provide name(s) where possible)	Certification / Type of Training	Number of Indigenous people trained	Indigenous Training Hours
Include type of training and hours of training.			

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)

Solicitation No. - N° de l'invitation
W1568-220200/A
Client Ref. No. - N° de réf. du client
W1568-220200

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-1-44041

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

ANNEX " D "

STANDING OFFER USAGE REPORTING FORM

Company Name: _____

Standing Offer No. W1568-220200						
Month: _____						
Unitrak/FSIMS Code	Offerors Code	Item Description	Case Description	Quantity	Firm UoM Price	Firm Case Price
Monthly Total						\$

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

PREPARED BY:

NAME: _____ TELEPHONE No.: _____

SIGNATURE: _____ DATE: _____

ANNEX "E"

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 “ F ”

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.