



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Travaux publics et Services gouvernementaux
Canada
Place Bonaventure,
800 rue de la Gauchetière Ouest
Voir aux présentes - See herein
Montréal
Québec
H5A 1L6
FAX pour soumissions: (514) 496-3822

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Asylum seeker meals	
Solicitation No. - N° de l'invitation 47443-189964/A	Date 2018-02-09
Client Reference No. - N° de référence du client 47443-18-9964	
GETS Reference No. - N° de référence de SEAG PW-\$MTA-030-14747	
File No. - N° de dossier MTA-7-40347 (030)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-02-22	Time Zone Fuseau horaire Heure Normale du l'Est HNE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Pommet, Bruno André	Buyer Id - Id de l'acheteur mta030
Telephone No. - N° de téléphone (514) 702-9582 ()	FAX No. - N° de FAX (514) 496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: AGENCE DES SERVICES FRONTALIERS DU CANADA SERVICES EDIFICES COMMERCIALS ROUTE 15 LACOLLE Québec J0J 1J0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure,
800 rue de la Gauchetière Ouest
Voir aux présentes - See herein
Montréal
Québec
H5A 1L6

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
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 Security Requirements

There are no security requirements associated with this requirement.

1.2 Statement of Work

The requirement is detailed under the Annex **A** – Requirement (attached).

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 SACC Manual Clauses

B1000T (2014-06-26), Condition of Material – Bid

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2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

You must submit your offer, **by mail, by facsimile or in person**, prior to the closing date and time:

By mail or in person, at the following address:

Public Services and Procurement Canada
Acquisitions Directorate - Quebec Region
800, rue de la Gauchetière Ouest, **Suite 7300**
Portal South-west
Montréal, Quebec H5A 1L6

By facsimile, at the following number: (514) 496-3822

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Quebec.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted.

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Financial Bid (1 hard copy)

Section II: Certifications (1 hard copy)

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Bid (see Annex B)

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Exchange Rate Fluctuation

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

3.1.2 SACC Manual Clauses

Section II: Certifications (see Annex C)

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Financial Evaluation

Based on the sum of the average unit prices for each type of meal. Average unit prices: average of the 4 proposed prices according to the 4 estimated quantity ranges (see Annex B).

4.1.1.1 SACC Manual Clause

A0222T (2014-06-26), Evaluation of Price – Canadian / Foreign Bid

*** Any proposal submitted in foreign currency will be assessed in Canadian currency.** The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor.

4.2 Basis of Selection

A0069T (2007-05-25), Basis of selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation (Refer to Annex C)

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder 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 - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 \(ESDC\) - Labour's](#) website

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

This contract does not include any security requirements.

6.2 Statement of Work

The Contractor must provide the items detailed under the "Requirement" at Annex A.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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

2010A (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from contract award date and for a 12 month firm period.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 3 month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Annie Blanchet

Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch - Quebec Region
Telephone: (514) 605-3664
Facsimile: (514) 496-3822
E-mail address: annie.blanchet@tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

(to be filled out at the time of award)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

(to be filled out by the bidder)

Name: _____
Title: _____
Organization: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of payment: Cost reimbursable – Limitation of expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of \$_____ (*amount will be inserted at contract award*). Customs duties are _____ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.

The Contract will be awarded in Canadian currency. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor

6.6.2 Limitation of expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (*amount will be inserted at contract award*). Customs duties are _____ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.6.3 Multiple payments

H1001C (2008-05-12), Multiple Payments

6.7 Invoicing Instructions

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.

Invoices must be distributed as follows:

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

6.8 Certifications

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws **(To be completed by the Bidder)**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

6.10 Priority of Documents

If there is a discrepancy between the wordings 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 Articles of Agreement;
- (b) the general conditions 2010A (2016-04-04), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.11 SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

A9068C (2011-05-16), Government Site Regulations

C2000C (2007-11-30), Taxes - Foreign-based Contractor

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

G1005C (2016-01-28), Insurance – No Specific Requirement

ANNEX « A »

REQUIREMENT

TITLE	Meal preparation/delivery
OBJECTIVE	The Canada Border Services Agency (CBSA) has a requirement for meal preparation services, including delivery to Saint-Bernard-de-Lacolle (Quebec).
BACKGROUND	<p>Given the high volume of refugee claimants arriving near the Saint-Bernard-de-Lacolle port of entry in recent months, the CBSA must ensure that the refugee claimants' essential nutritional needs are met.</p> <p>While the CBSA processes each of the refugee claimants, they remain at the Lacolle site waiting. Wait times vary depending on the number of people coming through operations and sometimes extend past 24 hours.</p>
SCOPE	Preparation and delivery of meals and snacks ordered by the CBSA.
TASKS	<p>The supplier must:</p> <p>-> Provide and deliver prepared meals as and when ordered to Saint-Bernard-de-Lacolle. See Basis of Payment – Annex B.</p>
CONSTRAINTS	<p>It is imperative that the provider be flexible to respond to the constantly changing orders from the client (CBSA). The orders vary depending on operations.</p> <p>Consequently, each order can be reduced or increased from one day to the next.</p>

	<p>The supplier must be able to respond to short mandatory delivery timelines, taking into account operations to which the CBSA must respond.</p> <p>The supplier will provide meals that have a best before date of at least 10 to 14 days following delivery.</p> <p>The CBSA guarantees to the supplier a minimum of 20% of the value of the contract during the-fixed term of the contract.</p>
<p>CLIENT SUPPORT</p>	<p>The supplier must provide a point of contact so that the CBSA's on-site logistics manager can order the meals and snacks required and coordinate deliveries.</p>
<p>SCHEDULE AND COSTS</p>	<p>During the term of the contract, the CBSA will order the quantity of meals needed based on daily operations.</p> <p>All deliveries must be made within 24 hours. CBSA places orders between 1:00 and 3:00 p.m. to receive delivery at 8:00 a.m. the next day.</p>
<p>DELIVERABLES</p>	<p>The daily nutritional requirements are as follows:</p> <ul style="list-style-type: none"> • Meals must be delivered in 100% recyclable individual containers to facilitate distribution by the CBSA officers on site. • Each meal must be prepared and assembled by the supplier – NO utensils. • Juice for breakfast and snacks, 200 ml, must be varied • Sandwiches for lunch must be a variety of egg and chicken (variety of white and brown bread) • Sandwiches for supper must be a variety of chicken and vegetables (variety of white and brown bread) • Snacks must include juice boxes, Grand Pré milk and chewy bars • The supplier must provide a list of products offered by type of meal.
<p>LANGUAGE OF WORK</p>	<p>English and/or French The supplier must provide the service in one of Canada's two official languages.</p>

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TRAVEL	The CBSA will not reimburse any travel costs.
LOCATION OF WORK	These meals and snacks must be delivered to the border crossing at: Canada Border Services Agency CBSA Winter Camp Trailers 225 Guay Road Saint-Bernard-de-Lacolle, QC J0J 1V0
SECURITY CRITERIA	There are no security requirements. Note that the supplier's staff will be escorted at all times while delivering meals.

ANNEX « B »

BASIS OF PAYMENT

The unit prices submitted are firm prices including direct labour, product costs and overhead costs.

TYPE OF MEAL	ESTIMATED QUANTITIES				AVERAGE PRICE TOTAL *for assessment only
	0-49	50-99	100-499	500 +	
	UNIT PRICE BY QUANTITY				
BREAKFAST <ul style="list-style-type: none"> Muffin – various kinds Variety of juice 200ml Apple 	\$ _____ ea.	\$ _____ ea.	\$ _____ ea.	\$ _____ ea.	\$ _____
LUNCH <ul style="list-style-type: none"> Sandwich, various * Yogurt (drinkable) Granola bar 	\$ _____ ea.	\$ _____ ea.	\$ _____ ea.	\$ _____ ea.	\$ _____
SUPPER <ul style="list-style-type: none"> Sandwich, various ** Yogurt (drinkable) Granola bar 	\$ _____ ea.	\$ _____ ea.	\$ _____ ea.	\$ _____ ea.	\$ _____
SNACK <ul style="list-style-type: none"> Small cookie or granola bar Variety of juice 200ml Grand Pré milk 200ml 	\$ _____ ea.	\$ _____ ea.	\$ _____ ea.	\$ _____ ea.	\$ _____
TOTAL PRICE					\$ _____
* Sandwiches for lunch must be a variety of egg and chicken (variety of white and brown bread).					
** Sandwiches for supper must be a variety of chicken and vegetables (variety of white and brown bread).					

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Note:

- 1- All costs for bulk packaging, transportation and delivery are included in all unit prices.**
- 2- Applicable taxes extra.**
- 3- Customs and duties are included, as applicable.**
- 4- The contract will be issued in Canadian currency (\$CAD).**
- 5- The CBSA guarantees to the supplier 20% of the value of the contract during the fixed term of the contract.**
- 6- The supplier must provide a list of the products offered by type of meal.**

