

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Pacific Region
800 Burrard Street, 12th Floor
800, rue Burrard, 12e étage
Vancouver, B. C.
V6Z 2V8
Bid Fax: (604) 775-7526

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Public Works and Government Services Canada - Pacific
Region
800 Burrard Street, 12th Floor
800, rue Burrard, 12e étage
Vancouver, BC V6Z 2V8

Title - Sujet Meal Services - BCIHC	
Solicitation No. - N° de l'invitation 47890-136508/A	Date 2012-05-24
Client Reference No. - N° de référence du client 47890-136508	GETS Ref. No. - N° de réf. de SEAG PW-\$XSB-005-6699
File No. - N° de dossier XSB-2-35018 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-11	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Armstrong, Wendy	Buyer Id - Id de l'acheteur xsb005
Telephone No. - N° de téléphone (604)775-7691 ()	FAX No. - N° de FAX (604)775-7526
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADA BORDER SERVICES AGENCY BC Holding Centre Vancouver International Airport, Le VANCOUVER British Columbia V6B2R1 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: See Herein

Instructions: Voir aux présentes

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

Telephone No. - N° de téléphone
Facsimile No. - N° de télécopieur

**Name and title of person authorized to sign on behalf of Vendor/Firm
(type or print)**
**Nom et titre de la personne autorisée à signer au nom du fournisseur/
de l'entrepreneur (taper ou écrire en caractères d'imprimerie)**

Signature
Date

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PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, 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 Statement of Work.

2. Summary

Canada Border Services Agency (CBSA) has a requirement, as described in Annex "A" - Requirement, for the supply and delivery, as required, 3 hot meals per detainee per day; daily to the Vancouver International Airport Immigration Holding Centre at the Vancouver International Airport, Richmond, B.C.

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp> 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 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2. Submission of Offers

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

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

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 British Columbia.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

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

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Basis of Payment as described in Annex "B" - Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____
Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The following mandatory criteria will be taken into consideration in the evaluation of your offer: Completion of the Request for Proposal.

For evaluation purposes only your quoted price per unit will be multiplied by the estimated yearly quantity and added together to reach a total estimated expenditure.

2. Basis of Selection

- 2.1** A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

1.1 Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce. Any bids from ineligible contractors, including a bid from a joint venture will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 permanent full or part-time employees in Canada,
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44;
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ☐ has not been declared ineligible contractor by HRSDC, and has a valid certificate number as follows: _____

Further information on the FCP is available on the HRSDC Web site.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Insurance Requirements

1.1 Commercial General Liability

1. Commercial General Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The following endorsements must be included:
 - a. Additional Insured: Canada is included as an additional insured, but only with respect to liabilities that may arise from the Contractor's own negligence in the performance of the Contract.
The interest of Canada as additional insured should read as follows: Canada, represented by Canada Border Services Agency and/or Public Works and Government Services Canada.
 - b. Notice of Cancellation or Amendment: The Insurer agrees to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Cross Liability: Without increasing the limit of liability, the policy shall protect all insured parties to the full extent of coverage provided. Further, the policy shall apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy shall, on a blanket basis or by specific reference to this Contract, extend to assumed liabilities with respect to contractual insurance provisions.
 - e. Contingent Employer's Liability: To protect the Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of its employees.
 - f. Employees and (where applicable) Volunteers as Additional Insured: All employees and (where applicable) volunteers, on behalf of the Contractor, shall be included as additional insured.
 - g. Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide for expenses incurred in instances of minor accidental bodily injuries without determination of liability.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

2. 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 <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp> Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card. The data must be submitted on a quarterly basis to the Public Works and Government Services Canada Standing Offer Authority.

Quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

Electronic reports must be completed and forwarded to the Standing Offer Authority no later than 15 calendar days after the end of the quarterly period. An electronic version of the form in Excel and/or Lotus spreadsheet format.

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from October 1, 2012 to September 30, 2015 inclusive.

3.2 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 2 one year periods, 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities**4.1 Standing Offer Authority**

The Standing Offer Authority is:

Wendy Armstrong
Supply Specialist
Public Works and Government Services Canada
12th Floor, 800 Burrard Street
Vancouver, B.C. V6Z 2V8
Telephone: (604) 775-7691
Fax: (604) 775-7526

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.

4.2 Offeror's Representative

General Enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

Email address: _____

5. Identified Users:

The Identified User authorized to make call-ups against the Standing Offer is designated staff of Canada Border Services Agency, Pacific Region.

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic document.

7. Limitation of Call-ups

Individual call-ups against this Standing Offer must not exceed \$25,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

8. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be inserted at contract award). Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 specifications, 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 percent committed, or

- (b) four (4) months before the Contract expiry date, or
- (c) if 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.

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 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) 2010C (2012-03-02) General Conditions - Services (Medium Complexity)
- f) Annex A, Requirement;
- g) Annex B, Basis of Pricing;
- h) the Offeror's offer _____ (*insert date of offer*),

10. Certifications

10.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

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 British Columbia

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.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2012-03-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2012-03-02) General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment

See Annex "B"

4.2 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

5. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.

6. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX "A"

REQUIREMENT

For the Provision of Meals:

To supply and deliver as required 3 hot meals per detainee per day; daily to the Vancouver International Airport Immigration Holding Centre at the Vancouver International Airport, Richmond, B.C.

Actual number of meals to be supplied each day is unknown. At any given time there can be from 1 person to a maximum of 24 persons daily.

Number and types of meals will be faxed in to the supplier approximately 2 hours before each meal. From time to time there may be additional meals phoned in at the last minute if additional detainees were to arrive around the set meal time. Breakfast to be served between 6:30 a.m. - 7:00 a.m.; Lunch between 12:00 - 1:00 p.m. and dinner between 5:00 p.m. and 6:00 p.m.

All meals will be delivered in disposable containers and individually portioned. All utensils will be disposable plastic or preferably paper products. These items will be counted going in and counted coming out by the security officers of Immigration.

Food will be delivered to the center by the supplier. The food shall be left at the front entrance to the center with the Immigration security officers.

Special dietary requirements shall be accommodated as much as possible. Priority shall be given first to health requirements, then religious requirements, and finally, to personal preferences.

Menu Proposal:

1. Beverage:

1a) Juice (295 ml Minute Made pack juice)

2. Breakfast:

2a) 2 scrambled eggs , 2 pieces of toast

2b) Sandwich (Bacon, egg, cheese)

3. Lunch:

3a) Sandwich, and soup
(Choice of ham, turkey, roast beef, or tuna)

3b) Vegetarian Sandwich or Burger, and soup

4. Dinner:

4a) 1 item of rice, noodle, or pasta, with vegetable
And choice of chicken, beef, fish or pork, and fruit

5. Other Supplier Menu items: (for outside of specified meal times)

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xs005

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

47890-136508

File No. - N° du dossier

XSB-2-35018

CCC No./N° CCC - FMS No/ N° VME

In order to have access to the above noted meals (1a-4a) and also other food items (meals) offered by the supplier that may be required, all contracts will include:

- a) meal or item on the supplier's menu at menu price, and the above meals 1a - 4a. Immigration **will pick-up** meals/items

PLEASE NOTE:

- Vegetarian sandwich should include: lettuce, tomato, cucumber, swiss cheese, cheddar cheese and alfalfa sprouts
- 10 oz. Daily soup
- Fresh fruit: eg apple, orange, or banana
- All prices to include delivery charge
- All prices are to not include HST

ANNEX "B"**BASIS OF PAYMENT**

Description	Average Usage/Year	Unit Price
1. Beverage:		
1a) Juice (295 ml Minute Made pack juice) or Milk	5200	\$_____/each
2. Breakfast:		
2a) 2 scrambled eggs, 2 pieces of toast	5200	\$_____/each
2b) Sandwich (Bacon, egg, cheese)	5200	\$_____/each
3. Lunch:		
3a) Sandwich, and soup (Choice of ham, turkey, roast beef, or tuna)	5200	\$_____/each
3b) Vegetarian Sandwich or Burger, and soup	5200	\$_____/each
4. Dinner:		
4a) 1 item of rice, noodle, or pasta, with vegetable And choice of chicken, beef, fish or pork, and fruit	5200	\$_____/each

Note that these prices:

- 1. Include** all delivery charges;
- 2. Do not include** HST.

At the end of each year the Contractor will have an opportunity to propose revised prices to reflect increases or decreases in cost to the Contractor. Should the proposed increases be unacceptable to the Crown, the remaining years will not be exercised.

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XSB-2-35018

CCC No./N° CCC - FMS No/ N° VME

MAILING LABEL

NOTE TO BIDDERS: Please use the mailing label below and affix it securely to the outside of the envelope or package containing your bid submitted by mail or courier. Always ensure your company name, return address, open bidding solicitation number and closing date appear legibly on the outside of your bid submission.

BID RECEIVING

Public Works and Government Services Canada
12th Fl., 800 Burrard St.
Vancouver, BC V6Z 2V8

Solicitation No.: _____

Closing Date: 1400 PT, _____