

**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**  
**401 - 1230 Government Street**  
**Victoria, B.C.**  
**V8W 3X4**  
**Bid Fax: (250) 363-3344**

**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**

<b>Title - Sujet</b> Cold Boxed Meals	
<b>Solicitation No. - N° de l'invitation</b> W0103-136595/A	<b>Date</b> 2012-09-12
<b>Client Reference No. - N° de référence du client</b> W0103-136595	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-215-6019	
<b>File No. - N° de dossier</b> VIC-2-35167 (215)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-10-24</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ramsay, Sue	<b>Buyer Id - Id de l'acheteur</b> vic215
<b>Telephone No. - N° de téléphone</b> (250) 363-3844 ( )	<b>FAX No. - N° de FAX</b> (250) 363-3344
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**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**

Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

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

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## **Part 1 - General Information**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement - B4008T**

The requirement is detailed under Annex 'A' of the resulting contract clauses.

### **3. Debriefings**

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **Part 2 - Bidder Instructions**

### **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 (2012/07/11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **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.

### 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia**.

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

### 1. Bid Preparation Instructions

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

Section I: Technical Bid (two (2) hard copies)

Section II: Financial Bid (one (1) hard copies)

Section III: Certifications (one (1) hard copies)

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

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.

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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>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) 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 Bid**

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

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

#### **1.1 Exchange Rate Fluctuation - C3011T**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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## **Part 4 - Evaluation Procedures and Basis of Selection**

### **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.

#### **1.1 Technical Evaluation**

An offer must meet or exceed the specifications in Appendix A to be considered compliant.

#### **1.2 Financial Evaluation**

##### **1.2.1 Evaluation of Price - A0220T**

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

### **2. Basis of Selection**

#### **2.1 Basis of Selection - A0069T**

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**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

### **1. Code of Conduct Certifications - Consent to a Criminal Record Verification**

**1.1** Bidders must submit with their bid, by the bid solicitation closing date:

(a) a complete list of names of all individuals who are currently directors of the Bidder;

(b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.

## 2. Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

### 2.1 Federal Contractors Program - Certification

#### 2.1.1 Federal Contractors Program - over \$25,000 and below \$200,000 - A3031T

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 Contracts 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 to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, 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 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more 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 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more 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 an 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 - Resulting Contract Clauses**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement - B4008C**

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

### **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>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2010A (2012/07/16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### **4. Term of Contract**

##### **4.1 Period of the Contract - A9022C**

The period of the Contract is as follows:

**date of award - March 31, 2013**

**April 1, 2013 - March 31, 2014**

**April 1, 2014 - September 30, 2014**

**Option Period October 1, 2014 - March 31, 2015**

##### **4.2 Option to Extend the Contract - A9009C**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period(s) 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 thirty (30) 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.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Susan E. Ramsay**  
 Department: **Public Works and Government Services Canada Acquisitions Branch**  
 Telephone: **250-363-3844**  
 Facsimile: **250-363-3344**  
 E-mail address: **sue.ramsay@pwgsc-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.

### 5.2 Project Authority

The Project Authority for the Contract is:

Name: **provided at contract award**  
 Title: \_\_\_\_\_  
 Organization: **National Defence**  
 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.

### 5.3 Contractor's Representative

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

## **6. Payment**

### **6.1 Basis of Payment - Firm Unit Price(s) - C0207C**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in Annex 'A' for a cost of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

### **6.2 Limitation of Price - C6000C**

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.

### **6.3 Multiple Payments -H1001C**

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.

## **7. Invoicing Instructions - H5001C**

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:

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

## 8. Certifications

**8.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_.

## 10. 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 Articles of Agreement;
- (b) 2010A (2012/07/16), General Conditions - Goods (Medium Complexity),
- (c) Annex 'A', Requirement;
- (d) the Contractor's bid dated \_\_\_\_\_

## 11. Canadian Forces Site Regulations - A9062C

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

**Annex 'A'****Requirement**

<b>Statement of Requirement - Individual Cold Boxed Meals</b>	
To provide individual, cold-boxed meals for the aircrew of 443 (Maritime Helicopter) Squadron, for the following periods: <b>date of award - March 31, 2013</b> <b>April 1, 2013 - March 31, 2014</b> <b>April 1, 2014 - September 30, 2014</b> <b>Option Period October 1, 2014 - March 31, 2015</b>	
(a)	Provide quality, individual, cold-boxed meals in the quantity requested and in accordance with the approved nine-day, rotating weekday cycle menu and in accordance with the following Annexes Cold Boxed Meals and Portion Size Standard. The contractor is responsible for all packaging materials related to the provision and service of these meals including disposable non-metallic cutlery (fork, knife and spoon) and a napkin;
(b)	Each cold-boxed meal must be time and date stamped when completely assembled and stamped in French and English with " <b>Consumption must be within four hours unless refrigerated</b> " and " <b>Doit être consommé dans les quatre heures, sauf si réfrigéré.</b> " Meals must be held under refrigeration until pick-up. Holding times and temperatures shall be in accordance with the Food Safety Code of Practice for Canada's Foodservice Industry;
(c)	Provide an average of 75 cold-boxed meals per week, or an average of 15 per day. Exact daily requirements will be provided at least 48 hours in advance;
(d)	Pre-ordered cold-boxed meals must be ready for pick-up no later than 8 a.m. on weekdays by 443 (Maritime Helicopter) Squadron's driver at the contractor's location;
(e)	Provide a nine-day, rotating weekday menu cycle, with no fewer than three different sandwich meat / filling varieties based on regular, cyclical intervals;
(f)	Sandwiches must be made with sliced bread or submarine buns, based on regular intervals on a nine-day, rotating weekday menu cycle;
(g)	For flight safety reasons, the Aircraft Commander must have a different boxed meal. As such, every item contained in the Aircraft Commander's boxed meal must be different than other items put in regular cold-boxed meals for the same day and by a different employee whenever possible;
(h)	The Contractor must respond to special dietary needs to accommodate religious beliefs, medical conditions or vegetarians when requested by the designated DND Authority;
(i)	The Contractor's pick-up facility must be located within a 10 km radius of 443 (Maritime Helicopter) Squadron;
(j)	Use of biodegradable, recycled or compostable packaging

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### Cold - Boxed Meals

Two sandwiches - Both with sliced solid meat

or

Two sandwiches - 1 with sliced solid meat (vegetarian if requested)

- 1 with a mixed filling (vegetarian if requested)

**Note** - a variety of fresh bread products are to be used, e.g. one sandwich whole wheat, one sandwich white bread.

Side salad or assorted raw vegetables

Condiments appropriate for sandwiches, salad, and hot beverages

Fresh or canned fruit

One prepared or baked dessert

**Two beverages** - One of the two beverages should be milk. However, in situations where milk may not be appropriate for issue in a boxed meal (hot weather conditions, diner preference...), either 2 x 250 ml juice / cold beverages or 1 x 400-500 ml container of juice / cold beverage may be issued

One pocket supplement (for example: granola bar, nuts, or cheese and cracker pack)

<b>Annex B</b>		<b>Portion Size Standard</b>	
Submarine (min.15 cm long)		1 each (min. 90g sliced meat or min.110g mixed filling)	
Sandwich		1 each - Sandwich filling - salad Min.110g - Sandwich filling - sliced meat Min. 90g	
Vegetables		Min. 90g (125 ml spoon)	
Salad Items		6" bowl or 8" plate	
Canned fruit		175 ml	
Fresh fruit (individual)		1 each	
Fresh grapes / berries / sliced fruits		125 ml or min. 90g	
Pudding		125 ml	
Jello		125 ml	
Fruit yogurt		175 ml	
Cake		1 piece (5 cm X 5 cm X 7 cm)	
Pie		1 piece (1/8 of a 22 cm diameter pie)	
Squares		1 piece (5 cm X 5 cm X 2.5 cm)	
Cookies		(min. 7.5 cm diam.) 2 each	
Cookies		(min. 12.5 cm diam.) 1 each	
Doughnuts / Sweet Buns		1 each	
Bread		1 slice or equivalent	
Dinner Roll		1 each or equivalent	
<b>Beverages</b>			
Juice		250 ml	
Milk (2%, 1%, skim, choc, non dairy)		250 ml	
Fruit Drinks		250 ml	
Pop		250 ml	
Hot Beverages		250 ml	

**Annex 'C'****Basis of Payment**

<b>Description</b>	<b>Period</b> <b>Date of Award to March 31, 2013</b>		
Provide individual cold boxed meals as per agreed menus. The weekly average is estimated at 75 meals per week or 15 per day.			
	<b>Estimated Meals</b>	<b>Price Per Boxed Meal</b>	<b>Extended Price</b>
Regular boxed meals	<b>1950</b>	\$	\$
Special dietary meals (diabetic, gluten-free, etc)	<b>50</b>	\$	\$
<b>Estimated Cost Period One</b>			<b>\$</b>

<b>Description</b>	<b>Period</b> <b>April 1, 2013 to March 31, 2014</b>		
Provide individual cold boxed meals as per agreed menus. The weekly average is estimated at 75 meals per week or 15 per day.			
	<b>Estimated Meals</b>	<b>Price Per Boxed Meal</b>	<b>Extended Price</b>
Regular boxed meals	<b>3900</b>	\$	\$
Special dietary meals (diabetic, gluten-free, etc)	<b>100</b>	\$	\$
<b>Estimated Cost Period Two</b>			<b>\$</b>

<b>Description</b>	<b>Period</b> <b>April 1, 2014 to September 30, 2014</b>		
Provide individual cold boxed meals as per agreed menus. The weekly average is estimated at 75 meals per week or 15 per day.			
	<b>Estimated Meals</b>	<b>Price Per Boxed Meal</b>	<b>Extended Price</b>
Regular boxed meals	<b>1950</b>	\$	\$
Special dietary meals (diabetic, gluten-free, etc)	<b>50</b>	\$	\$
<b>Estimated Cost Period Three</b>			<b>\$</b>

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<b>Description</b>	<b>Option Period</b> <b>October 1, 2014 to March 31, 2015</b>		
Provide individual cold boxed meals as per agreed menus. The weekly average is estimated at 75 meals per week or 15 per day.			
	<b>Estimated Meals</b>	<b>Price Per Boxed Meal</b>	<b>Extended Price</b>
Regular boxed meals	<b>1950</b>	\$	\$
Special dietary meals (diabetic, gluten-free, etc)	<b>50</b>	\$	\$
<b>Estimated Cost Option Period Four</b>			<b>\$</b>

<b>Evaluation</b>	<b>Period Pricing</b>
Period One (1) date of award to March 31, 2013	\$
Period Two (2) April 1, 2013 - March 31, 2014	\$
Period Three (3) April 1, 2014 - September 30, 2014	\$
Option Period Four (4) October 1, 2014 - March 31, 2015	\$
<b>HST / GST as applicable</b>	<b>\$</b>
<b>Total Estimated Contract Value</b>	<b>\$</b>