

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

800 Burrard Street, Room 219

800, rue Burrard, pièce 219

Vancouver, BC V6Z 0B9

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

219 - 800 Burrard Street

800, rue Burrard, pièce 219

Vancouver, BC V6Z 0B9

Title - Sujet Catering Service	
Solicitation No. - N° de l'invitation W6703-19G401/A	Date 2019-08-29
Client Reference No. - N° de référence du client W6703-19G401	GETS Ref. No. - N° de réf. de SEAG PW-\$VAN-531-8658
File No. - N° de dossier VAN-9-42094 (531)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-09-17	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Mak, Goretti M.	Buyer Id - Id de l'acheteur van531
Telephone No. - N° de téléphone (604)363-0582 ()	FAX No. - N° de FAX (604)775-7526
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DND, 39 Svc. Battalion (Mtn. Sec.) C.R. Kenwood St John Armoury 5535 Korea Rd. Chilliwack British Columbia V2R 3J9 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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W6703-19G401/A
Client Ref. No. - N° de réf. du client
W6703-19G401

Amd. No. - N° de la modif.
File No. - N° du dossier
VAN-9-42094

Buyer ID - Id de l'acheteur
VAN531
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 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, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information 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 Requirement, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

1.2 Summary

1.2.1 The Department of National Defence (DND), requires a qualified Standing Offeror to provide ready-to-eat dispersed meals (hot or cold) and catering services on an "as and where required" basis to its military personnel located within the Okanagan Region of B.C. in accordance with the requirement detailed in this bid solicitation.

The period of the standing offer is 24 months from date of award with the irrevocable option to extend the term of the contract by two (2) additional one (1) year periods under the same conditions.

1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.2.3 The requirement is subject to a preference for Canadian services.

1.2.4 The Phased Bid Compliance Process applies to this requirement.

1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex J titled Federal Contractors Program for Employment Equity - Certification.

1.3 Debriefings

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.

1.4 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 Request for Standing Offers (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 \(2019-03-04\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 180 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 on page 1 of the RFSO:

Bid Receiving Unit
Public Services and Procurement Canada
800 Burrard Street, Room 219
Vancouver, B.C. V6Z 0B9

TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca –

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **7 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 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 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

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)
Section II: Financial Offer (2hard copies)
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy of their offer:

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors 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: 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.

The technical offer consists of the following:

- i. Bid Submission Form: Offerors are requested to include the Bid Submission Form with their bids. It provides a common form in which offerors can provide information required for evaluation and contract award. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Offeror with an opportunity to do so.

Section II: Financial Offer

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

If Annex "F" 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.

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

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 Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such

additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 (2017-07-31) Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex G.

4.1.2 Financial Evaluation

Bidders will be assessed based on the information provided, as per Annex B - Basis of Payment, in accordance with the procedure set out in Annex G – Financial Evaluation.

4.2 Basis of Selection

Basis of Selection is included in Annex G - Evaluation Criteria and Basis of Selection.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement 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 website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4\)](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.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed below. 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 a quarterly basis to the Standing Offer Authority.
The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31
-

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

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 award up to 2 years.

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 one year period 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.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "C" of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Goretti Mak, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Pacific Region
219 - 800 Burrard Street
Vancouver, BC V6Z 0B9

Telephone: 604-363-0582
Facsimile: 604-775-7526
E-mail address: Goretti.Mak@pwgsc.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, she 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 (to be completed on award the standing offer)

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.5.3 Offeror's Representative

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Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: _____.

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: 606
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery

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 \$30,000.00 (Applicable Taxes included).

6.9 Financial Limitation

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

6.10 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2018-06-21), General Conditions – Goods (Medium Complexity)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Delivery Point and Contact Information;
- h) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

6.11 Certifications and Additional Information

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

6.12 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.

6.13 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 SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

6.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

6.3 Term of Contract

6.3.1 Period of the Contract

6.3.2 Delivery Date

Delivery must be made 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 Standing Offer, the Contractor will be paid a firm unit price(s) as specified in Annex B for a cost of \$_____ (insert the amount at call-up). Customs duties are included and Applicable Taxes are extra.

6.4.2 Limitation of Price

SACC Manual clause **C6000C** (2017-08-17) Limitation of Price

6.4.3 Method of Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments

6.5.4 Electronic Payment of Invoices – Call-up

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

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

6.6 Invoicing Instructions

6.6.1 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.

6.7 Insurance

SACC Manual clause **G1005C** (2016-01-28) Insurance

ANNEX "A"

REQUIREMENT

BACKGROUND

Military personnel located within the Okanagan Region of B.C., are sporadically tasked on duties where they are entitled to meals at the Crown's expense. This is also the case for visiting units conducting joint training and maneuvers in the central interior, B.C.. Personnel training in these areas will require food services support in the form of dispersed meals or catering services. The locations of delivery have been defined, as listed at the end of Annex "A".

REQUIREMENTS

The provision of ready-to-eat dispersed meals (hot or cold) and catering services to the Department of National Defence (DND) in accordance with the details herein described.

The Contractor must compliance with all relevant Federal, Provincial and Municipal laws, regulations, training and licensing, including but not limited to: BC Food Safety Act, BC Food Premises Regulation, and Foodsafe.

SPECIFICATIONS

Food services shall be provided in accordance with the Canadian Forces standard meal item availability specifications enclosed at the Appendices to Annex A. The specifications are to be used as a reference to maintain the administration of food services and a minimum level of food service quality, safety and quantity. The specifications are not intended to prescribe how the Contractor will carry out the work, or exactly what selection of meals are to be provided, but only the desired level of service.

QUALITY

Meals not conforming to the specifications detailed herein will be returned to the Contractor and will not be paid for. The Contracting Authority may withdraw the Identified Users authority to utilize a standing offer for reasonable cause including but not limited to any of the following:

- a) receipt of unsatisfactory meals as recorded on a Meal Satisfaction Checklist report (copy attached as Annex B);
- b) menu substitutions without prior DND approval;
- c) short shipment - receipt of less than the meal order quantity;
- d) late delivery - meals not available for DND pick-up at the pre-arranged time, or not delivered at the pre-arranged time.

The Contractor shall accommodate special dietary needs to accommodate religious beliefs and temporary illness, when directed by the DND representative.

DELIVERY

All orders are to be confirmed within 2 hours of receipt of request that the item will be delivered within 12 hrs (emergency), 24 hrs (urgent) to 48 hrs (regular requirements). All meals shall be available for delivery to DND prior to scheduled meal times as agreed to by DND and the Contractor.

The Contractor is responsible for all packaging materials related to the provision and service of these meals. Each boxed meal is to be time and date stamped when completely assembled.

Dispersed Boxes must also be stamped in French and English with "*Consumption must be within four hours unless refrigerated*" and "*Doit être consommé dans les quatre heures, sauf si réfrigéré*".

Meals shall be delivered in refrigerated containers to the client ensuring holding times and temperatures are in accordance with the Food Safety Code of Practice for Canada's Foodservices Industry showing no signs of deterioration.

The Contractor shall follow the guidelines in accordance with the Food Service Manual, Chapter 7, PRP 2.4, Sub para 2.4.5. Food that is being transported must be kept out of the temperature danger zone (4°C (40°F) to 60°C [140°F]). Cold food that is being transported must be kept at 4°C (40°F) or lower, and hot food must be kept at 60°C (140°F) higher. Food that is being transported must be consumed within two hours from time of departure from the Food Services operation to time of service. The two exceptions to this rule are: boxed lunches – may be held under refrigeration for up to four hours; and hay boxes – may be held for up to four hours if charged (pre-heated).

Contractor's vehicles used for transportation of dispersed meals and/or box lunches shall be clean to prevent cross contamination.

Drivers will be required to show identification at the entrance of any military site that will typically be guarded by a commissionaire.

QUALITY ASSURANCE

The supplier is to successfully address issues about schedule adherence, food quality, quantity and safety to prevent re-occurrence which meet the client's needs.

ESTIMATED BUSINESS

It is anticipated that meal orders will be of various quantities from as low as five (5) meals to 200 meals or greater particularly if more than one DND Unit is active in the Okanagan region or if a large Aircraft lands in Kelowna or Kamloops during a deployment of troops.

Meal Order Example

The following is an example of a typical meal order for a DND Unit on weekend exercise.
Example meal requirements for a 60 person DND Unit:

Sat. 17 Oct 2013	Sun. 18 Oct 2013
Breakfast 60 each	Breakfast 60 each
Lunch 30 each	Lunch 60 each
Box lunch 30 each	
Dinner 60 each	

Basis of Pricing

<i>Saturday</i>		<i>Sunday</i>	
<i>Meal</i>	<i>Price*</i>	<i>Meal</i>	<i>Price*</i>
Breakfast	\$7.00	Breakfast	\$7.00
Lunch	\$10.00	Lunch	\$10.00
Box Lunch	\$10.00		

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Dinner	\$11.00		
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*All prices are estimates provided for the example.

Appendices 1-4 of Annex A are included as attachment, and are incorporated into this document.

Appendix 1 to Annex "A" – Standard Meal Entitlement Pattern

Regular Meal Pattern

Breakfast
Juice Fruit Breakfast entrée Breakfast meat or alternative Cheese or Yogurt Breakfast starch Breakfast vegetable Bread product Two beverages Condiments/Preserves
Lunch
Soup Main Entrée <ul style="list-style-type: none">Choice of freshly prepared, pasta, à la carte, or sandwich Starch Cooked vegetable Salad Bar Fruit Dessert Bread product Three beverages Condiments
Supper
Soup Main Entrée dish <ul style="list-style-type: none">Choice of freshly prepared, pasta, à la carte, or sandwich Starch Cooked vegetable Salad Bar Fruit Dessert Bread product Three beverages Condiments

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	of protein, which can be achieved in a variety of ways including protein sandwich replacements (e.g. egg salad sandwich), salads (e.g. bean salad), and snacks (e.g. nuts, cheese).
--	---

¹ Food and equipment shall be prepared in accordance with the direction on dispersed meals provided in Chapter 7 – Hygiene and Sanitation.

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

³ Canned pop and bottled water are not permitted.

⁴ Potato chips are not permitted

Appendix 3 to Annex "A" – PORTION SIZE STANDARD

Portion Size Standard	
Breakfast	
Eggs, large	2 each
Ham/Back Bacon	45 g (raw)
Bacon	3 slices (40/48 slices per kg raw)
Sausages	2 each (12/500 g raw)
Hot cakes	2 X 90 ml ladles of batter
French Toast	2 slices
Cereal w/milk	
- hot	175 ml (cooked) plus 125 ml of milk
- cold	1nd pkg or 250 ml plus 125 ml of milk
Cheese	30 g
Muffin	1 each (130 g)
Bagel	1 each (110 g)
Croissants	1 each (60 g)
Toast	2 slices (each 35 g)
Lunch and Supper	
Soup	250 ml
Steaks and chops (bone in)	250g (raw)
Chicken pieces (bone-in)	275g (raw)
Steak (boneless)	225 g (raw)
Boneless meat/poultry	150 g cooked (180 g raw)
Fish (steaks, fillet)	150 g (raw)
Fish (battered)	150 g (cooked)
Stews	300 g (cooked) (250 ml ladle)
Casserole dishes	300g (cooked) (250 ml ladle)
Pasta w/ sauce (main entrée)	150 g of pasta, 175 ml of sauce
Three decker sandwich	1 each (90 g of meat total)
Hamburger	1 each (167 g raw)
Hot dog	80 g (2 ea @ 40 g or 1 ea @ 80 g)
Pizza	1 each (1/6 of a 40 cm diameter pizza) 240 g
Tacos	2 each
Burritos	1 each (150g)
Submarine (15 cm long)	1 each (90 g sliced meat or 110 g mixed filling)
Sandwich	1 each
Sandwich filling - salad	110 g
Sandwich filling - sliced meat	90 g
Sliced meat – for cold plate	90 g
Starch Item - potatoes, rice, pasta	125 g (cooked) (2 ea 125 ml spoon, 2 ea #16 scoop)
Vegetables	90 g (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 90 g
Pudding	125 ml
Gelatin dessert	125 ml
Ice cream	125 ml

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Portion Size Standard	
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 (7.5 cm diam.)	2 each
Cookies (12.5 cm diam.)	1 each
Doughnuts / Sweet Buns	1 each
Bread	1 slice
Dinner Roll	1 each
Beverages	
Juice	250 ml
Milk (2%, 1%, skim, choc, non dairy)	250 ml
Fruit Drinks	250 ml
Pop	250 ml
Hot Beverages	250 ml

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Appendix 4 to Annex "A"

MEAL SATISFACTION CHECKLIST

NAME: _____

RANK: _____ POS: _____

UNIT: _____

DATE: _____

NO. MEALS ORDERED: _____

NO. MEALS SERVED: _____

TIME MEAL REQUESTED: _____

TIME MEAL SERVED: _____

BREAKFAST		LUNCH		SUPPER	
-----------	--	-------	--	--------	--

ITEM	POOR	FAIR	GOOD
1. MAIN DISH			
2. SIDE DISH			
3. SALAD			
4. DESSERT			
5. BEVERAGE			
6. OVERALL DINER IMPRESSION			

COMMENTS:

CATERER / CONTRACTOR

UNIT AUTHORITY

Appendix 5 to Annex "A" DND FOOD QUALITY STANDARDS

Food products supplied and used for the food services provided against this Standing Offer must meet or exceed the DND Food Quality Specifications (FQS). The DND Food Quality Specifications can be downloaded from the www.buyandsell.gc.ca/tenders website using solicitation numbers E6TOR-13RM06 to E6TOR-13RM37 or the links provided below.

FQS #	Item	Link	Solicitation Number
2	Beef	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6530	E6TOR-13RM06/A
34	Bread and Baked Products	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6529	E6TOR-13RM07/A
26	Butter and Margarine	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6528	E6TOR-13RM08/A
14	Canned Fruits	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6527	E6TOR-13RM09/A
15	Canned Vegetables	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6526	E6TOR-13RM10/A
36	Cereal	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6525	E6TOR-13RM11/A
19	Cheese	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6524	E6TOR-13RM12/A
28	Coffee & Tea	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6523	E6TOR-13RM13/A
33	Condiments & Condiment Sauces	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6522	E6TOR-13RM14/A
17	Dehydrated Vegetables	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6521	E6TOR-13RM15/A
16	Dried Fruit	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6520	E6TOR-13RM16/A
1	Eggs and Egg Products	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6519	E6TOR-13RM17/A
9	Fish and Seafood	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6518	E6TOR-13RM18/A
37	Flour & Cake, Pancake and Waffle Mixes	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6517	E6TOR-13RM19/A
10	Fresh Fruit	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6516	E6TOR-13RM20/A
11	Fresh Vegetables	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6515	E6TOR-13RM21/A

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FQS #	Item	Link	Solicitation Number
12	Frozen Fruit	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6514	E6TOR-13RM22/A
13	Frozen Vegetables	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6511	E6TOR-13RM23/A
35	Fruit Juices	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6513	E6TOR-13RM24/A
31	Herb and Spices	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6512	E6TOR-13RM25/A
29	Ice Cream and Sorbets (Sherbet)	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6510	E6TOR-13RM26/A
5	Lamb	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6509	E6TOR-13RM27/A
23	Legumes (Pulses)	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6508	E6TOR-13RM28/A
18	Milk and Dairy Products	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6507	E6TOR-13RM29/A
21	Pasta and Noodles	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6506	E6TOR-13RM30/A
30	Pie Fillings and Pie Fruits	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6505	E6TOR-13RM31/A
4	Pork	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6504	E6TOR-13RM32/A
6	Poultry	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6503	E6TOR-13RM33/A
22	Rice	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6502	E6TOR-13RM34/A
25	Shortenings Fat and Oils	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6501	E6TOR-13RM35/A
27	Sugars and Preserves	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6500	E6TOR-13RM36/A
3	Veal	https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6499	E6TOR-13RM37/A

<https://buyandsell.gc.ca/procurement-data/search/site/E6TOR-13RM> General Search.

ANNEX "B"

BASIS OF PAYMENT

All prices are to remain firm for the entire period of the Standing Offer and the option period, FOB destination, all shipping and unloading charges prepaid and charged, GST extra. Unit price (per meal) is all-inclusive and includes (but is not limited to) any minimum quantity/order charges, delivery/pickup fees, service fees and storage/transportation fees.

All Work to be performed under this Standing Offer will be on an "as and when requested basis".

B1. Zone 1 - Kamloops

Meal Type	Standing Offer Period	Delivery per meal: Emergency (within 12 hrs) (A)	Delivery per meal: Urgent (within 24 hrs) (B)	Delivery per meal: Regular (within 48 hrs) (C)	Total (A+B+C) \$ CDN (D)
1. Breakfast	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
2. Lunch	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
3. Dinner	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
4. Dispersed Hot Breakfast	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
5. Dispersed Hot Lunch	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
6. Dispersed Hot Dinner	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
7. Dispersed Cold Breakfast	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
8. Dispersed Cold Lunch	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
9. Dispersed Cold Dinner	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
TOTAL AGGREGATE PRICE OF ALL ITEMS (for evaluation)					\$

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	purposes) (E)	
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B2. Zone 2 - Vernon

Meal Type	Standing Offer Period	Delivery: Emergency (within 12 hrs) (A)	Delivery: Urgent (within 24 hrs) (B)	Delivery: Regular (within 48 hrs) (C)	Total (A+B+C) \$ CDN (D)
1. Breakfast	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
2. Lunch	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
3. Dinner	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
4. Dispersed Hot Breakfast	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
5. Dispersed Hot Lunch	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
6. Dispersed Hot Dinner	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
7. Dispersed Cold Breakfast	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
8. Dispersed Cold Lunch	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
9. Dispersed Cold Dinner	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
	TOTAL AGGREGATE PRICE OF ALL ITEMS (for evaluation purposes) (E)				\$

B3. Zone 3 - Kelowna

Meal Type	Standing Offer Period	Delivery: Emergency (within 12 hrs) (A)	Delivery: Urgent (within 24 hrs) (B)	Delivery: Regular (within 48 hrs) (C)	Total (A+B+C) \$ CDN (D)
1. Breakfast	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
2. Lunch	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
3. Dinner	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
4. Dispersed Hot Breakfast	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
5. Dispersed Hot Lunch	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
6. Dispersed Hot Dinner	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
7. Dispersed Cold Breakfast	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
8. Dispersed Cold Lunch	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
9. Dispersed Cold Dinner	Year 1	\$	\$	\$	\$
	Year 2	\$	\$	\$	\$
	Option Year	\$	\$	\$	\$
TOTAL AGGREGATE PRICE OF ALL ITEMS (for evaluation purposes) (E)					\$

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ANNEX C" – Delivery Point and Contact Information

LOCATIONS OF DELIVERY

Following locations include primary user and location of delivery. Unit or designated user may change dependent upon training requirements. Areas are broken up into the following zones:

Zone 1 - Kamloops

Rocky Mountain Rangers
1221 McGill Rd
Kamloops BC
V2C 6V8

Zone 2 - Vernon

British Columbia Dragoons, B Coy
Building E20
2950 15th Ave
Vernon, BC
V1T 6M8

Vernon Military Camp
2950 15th Ave
Vernon, BC
V1T 6M8

Zone 3 - Kelowna

British Columbia Dragoons
720 Lawrence Ave
Kelowna, BC
V1Y 6L9

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ANNEX "E"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

2 Errors and Omissions Liability Insurance

- 1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defense costs.
- 2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3. The following endorsement must be included:
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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ANNEX "F" 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)

ANNEX "G"

Bid Preparation, Point Rated Evaluation Criteria and the Basis of Selection

G1 Evaluation Procedures

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. Each responsive bid - that is, each bid that has met all of the mandatory requirements - will be evaluated against the point rated criteria. It is recommended that bidders address the selection criteria in sufficient detail and depth to demonstrate a clear understanding of the requirements and the services to be provided, so as to allow a complete assessment by the evaluation team. Bidders should clearly identify in their submission document the specific criteria addressed by each section, and indicate clearly if additional supporting information for one section is provided in another section of the bid, to enable the evaluators to find and score the information.

G2 Interpretation

The words "must", "shall", "essential" and "will" are to be interpreted as mandatory requirements. This may include documents to be supplied or types of information to be provided. Statements which contain the words "should", "would", "may" and "desirable" are to be interpreted as preferred but not mandatory at bid close.

G3 Mandatory and Point Rated Requirements

G3.1 Mandatory Technical Criteria

The Bidder must meet all of the following mandatory criteria in order to be considered. Failure to do so will result in the bid being non-responsive and not considered for further evaluation and subsequent contract award.

MANDATORY TECHNICAL CRITERIA	Complies (Y/N)	Ref. Proposal Page #
Management and Supervisory Experience		
Management and Operating Team Profile – Company profile and team structure, and resumes of the team members		
A minimum of 3 Hygiene and Sanitation reports from a qualified federal or provincial or territorial or municipal inspector from contracts either run by the applicant company or where the owner of the applicant company had been in a management role.		
Kitchen Manager/Supervisor must be a valid Red Seal Certified Professional Cook.		
Certifications		
Valid Food Safe Level 2 Certificate(s) for a minimum of one (1) fulltime staff members involved on-site in the handling and preparation of food-stuffs.		
Valid Food Safe Level 1 Certificates for all Contractor staff involved in the handling and preparation of food-stuffs.		
Medical certifications for food handlers. All food handlers shall be		

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medically certified to be free from any communicable diseases. This is the responsibility of the contractor. Proof shall be provided upon request to the consignee within 10 days of request.		
Provide a copy of a valid business license.		
Approach and Methodology		
Written comprehensive hygiene, sanitation, general safety instructions (WHMIS) and quality assurance practices maintained;		
A selection menu of the meals proposed, in accordance with Appendix 1-4 of Annex A		

G3.2 POINT RATED TECHNICAL CRITERIA

It is recommended that the Bidder address these criteria in the following order and in sufficient detail and depth to demonstrate a clear understanding of the requirements and the services to be provided, so as to allow a complete assessment by the evaluation team. Bidders should clearly identify in their submission document the specific criteria addressed by each section.

For each rated criterion, where a maximum number of points is shown, evaluators may award any whole or partial point from zero up to the maximum number of points.

Bidders must achieve the **minimum acceptable points** for **each** criterion in order to be considered responsive. Failure by the Bidder to achieve all of the Minimum Acceptable Points will render the Bidder's bid non-responsive and no further consideration will be given.

Bidders must achieve an **Overall Minimum Score of 75 points** out of the **total 100** points available in order to be considered responsive. Failure by the Bidder to achieve the Minimum Total Score will render the Bidder's bid non-responsive and no further consideration will be given.

POINT RATED TECHNICAL EVALUATION CRITERIA			
	Total Points	Points awarded	Comments
1. Organization			
Organization of the Proposal 1. Team structure - stability of team (years working for or with a company or manager), reporting structure including emergencies, complaints, etc, organization chart (5) 2. Hygiene and Safety Standards - availability of written instructions on hand washing, cleaning, sanitizing, hazards material, cleaning supplies and equipment handling, etc (5) 3. Strategy proposed and information provided - (5)	15		
Sub Total	15		
<i>Minimum Pass = 70%</i>			
2. Corporate Experience For the purposes of evaluation of Corporate Experience, each year of a multi-year Contract shall be considered a separate Contract. Details of 3 Contracts completed in past 5 years – Include: 1) a description of the work; 2) letter of reference, appreciation or commendation; 3) contacts			

Contract #1 Size: Less than 250 meals per month – 0 point; between 251 - 875 meals per month – 2 point, 876 – 1200 meals per month – 3 points; 1200 or more meals per month - 4 points; Scope: Cafeteria-style service - 2 point; Dispersed meals - 2 points; Cafeteria Service and Dispersed Meals – 4 points Duration: Less than 3 wks duration sustained peak period or less- 0 point; 3 – 4 weeks duration of sustained peak period – 2 point, 2 months or more duration of sustained peak period or more – 4 points	12		
Contract #2 Size: Less than 250 meals per month – 0 point; between 251 - 875 meals per month – 2 point, 876 – 1200 meals per month – 3 points; 1200 or more meals per month - 4 points; Scope: Cafeteria-style service - 2 point; Dispersed meals - 2 points; Cafeteria Service and Dispersed Meals – 4 points Duration: Less than 3 weeks duration sustained peak period or less- 0 point; 3 – 4 weeks duration of sustained peak period – 2 point, 2 months or more duration of sustained peak period or more – 4 points	12		
Contract #3 Size: Less than 250 meals per month – 0 point; between 251 - 875 meals per month – 2 point, 876 – 1200 meals per month – 3 points; 1200 or more meals per month - 4 points; Scope: Cafeteria-style service - 2 point; Dispersed meals - 2 points; Cafeteria Service and Dispersed Meals – 4 points Duration: Less than 3 wks duration sustained peak period or less- 0 point; 3 – 4 weeks duration of sustained peak period – 2 point, 2 months or more duration of sustained peak period or more – 4 points	12		
Letters of reference/appreciation/commendation - (2 points per letter, only one letter per Contract qualifies for points)	6		
Sub Total	42		
<i>Minimum Pass = 70%</i>			
3. Managerial and Staff Qualifications <i>Note: Unless otherwise stated, the bidder shall only be evaluated based on the "best" proposed staff/resource for each criterion.</i>			
Kitchen Manager - Years of Relevant Experience in a supervisory position with Food Service Contracts of a similar size, scope and duration. Experience: 0 - 3 years - 0 points; 4 years - 1 point; 5 years - 2 points; 6 years - 3 points; 7 years - 4 points; 8+ years - 5 points; 9 years - 6 points; 10 years - 7 points; 11 years - 8 points; 12 years - 9 points; 13+ years - 10 points	10		
Proposed Cook - Years of relevant experience and the education level of the proposed cook(s):	8		

Experience: 1 - 3 years - 1 point, 4 years - 2 points; 5+ years - 3 points; Education: Red Seal Professional Cook, Level I cook - 1 point; Red Seal Professional Cook, Level II Cook - 3 points; Red Seal Professional Cook, Level III Cook - 5 points			
Sub Total	18		
4. Plans Offered			
Menu Plan For reasons of morale and individual physical readiness, it is important to DND that the customer be satisfied with the meal services provided. The menu plays a large part in the outcome of the meal experience for the customer. In order to demonstrate its ability to provide a menu meeting these expectations, the bidder is required to submit the following information: Two proposed weekend (Friday Dinner to Sunday Dinner) cycle menus for meal services which at a minimum, comply with the Minimum Meal Service Item Availability and Standard Meal Entitlement Patterns specified in the Appendices to Annex A. These menus must address the diverse needs of the personnel, and will be assessed for variety, choice, popularity of items, frequency of repeat, and inclusion of healthy alternatives.	10		
Operations Plan The bidder must demonstrate that the meal and other service requirements enumerated herein can be met and that Customers will be provided with innovative, customer-focused services. In order to do so, bidders should submit an operations plan which encompasses the following: A) The bidder should indicate how they propose to provide the meal services called for in the Statement of Work in terms of what will be done for transporting, keeping meals hot, on-site, layout of serving areas, etc. This section should clearly articulate "how, where, when and by whom" in regards to providing meals. B) The bidder should indicate their quality assurance procedures including food safety, food quality, and sanitation and customer feedback systems.	10		
Environmental Considerations - A Detailed plan for managing operations in an environmentally sound manner. What steps are taken by the bidder to minimize their environmental impact, including but not limited to recycling, composting, reduction in dispersed meal packaging, use of recyclable / biodegradable materials, etc.	5		
Sub Total	25		
<i>Minimum Pass = 70%</i>			
Total Score	100		
<i>Minimum Pass = 75%</i>			

G3.2 Generic Evaluation Table

The following generic table will be used in the evaluation in order to provide a common vocabulary for point rated scoring. The appropriate Type of evaluation will be used for each point rated evaluation.

% of pts available	Information and content provided is...
UNSATISFACTORY 0-30%	insufficient for any evaluation of the services offered.
POOR 31-59%	insufficient for effective evaluation and is considered not acceptable for meeting the services requirements.
FAIR 60-69%	minimal and is considered to be less than acceptable for meeting the services requirements.
GOOD 70-79%	sufficient for evaluation. Services offered are average and will meet the performance of the requirement.
VERY GOOD 80-90%	more than sufficient for effective evaluation. Services offered are of above average and will more than meet the requirement.
EXCELLENT 91-100%	exceptional. Services offered exceed the performance requirements.

G4 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable taxes excluded, Canadian customs duties and exercise taxes included.

Bidders MUST submit their financial bid as outlined in Annex "B", individual unit pricing for **EACH ZONE** (Zone 1, 2 and/or 3). Each zone is to be submitted on a separate page as outlined in Annex "B". Failure to do so will result in the bid being considered non-responsive and not evaluated further.

Unit price (per meal) is all-inclusive and includes (but is not limited to) any minimum quantity/order charges, delivery/pickup fees, service fees and storage/transportation fees.

F7 Basis of Selection

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

F7.1 To be declared responsive, a bid must:

- comply with all the requirements of the bid solicitation; and
- meet all mandatory criteria; and
- obtain the required minimum of 75 weighted points for the Total Technical Score for the point rated technical criteria.

F7.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessary be accepted.

F7.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS) determined as follows, will be allocated to each responsive bid: $PS = LP / P \times 30$. Pi is the evaluated price (P) of each responsive Bid.

F7.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid: $TMS = OS / \text{Max Point} \times 70$. OS is the overall score (OS) obtained by each responsive bid for all the point rated technical criteria specified in Annex F, determined as follows: total number of points obtained / maximum number of points available.

F7.5 The combined rating (CR) of technical merit and price of each responsive bid will be determined as follows: $CR = PS + TMS$.

F7.5.1 An example listed below where all three bids are responsive and the selection of the contractor is determined by 70/30 ratio of technical merit and price, respectively.

Technical Formula: Total Merit Score = Overall Score / Max Point x 70% ($TMS = OS / \text{Max Point} \times 70\%$)

Price Formula: Pricing Score = Lowest Evaluated Price / Price x 30% ($PS = LP / P \times 30\%$)

Combined Rating = Pricing Score (PS) + Total Merit Score (TMS) ($CR = PS + TMS$)

Highest Combined Rating Technical Merit (70%) and Price (30%)*				
Calculation	Total Merit Score (TMS) =OS/Max Point x 70)	Price Score (PS) =LP/P x 30%	Combined Rating (CR) =TMS + PS	Rank
Bidder 1 ▪ Overall Score (OS) = 87 ▪ Price (P) = \$1,449.50	$\frac{87 \times 70\%}{100} = 60.90$	$\frac{\$1,294.50 \times 30\%}{\$1,449.50} = 26.80$	87.70	2
Bidder 2 ▪ Overall Score (OS) = 782 ▪ Price (P) = \$1,294.50	$\frac{78 \times 70\%}{100} = 54.60$	$\frac{\$1,294.50 \times 30\%}{\$1,294.50} = 30.00$	84.60	3
Bidder 3 ▪ Overall Score (OS) = 91 ▪ Price (P) = \$1,306.70	$\frac{91 \times 70\%}{100} = 63.70$	$\frac{\$1,294.50 \times 30\%}{\$1,306.70} = 29.72$	93.42	1

* Represents the lowest priced proposal

F7.6 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price. The responsive offer with the highest combined rating of technical merit and price will be recommended for award of a Standing Offer.

Note:

The above is only an example to show mathematically how the relationship between technical and price will be handled. The prices indicated DO NOT REPRESENT AN ESTIMATE OF THE COSTS ASSOCIATED WITH THIS PARTICULAR REQUIREMENT.

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FORM A – Bid Submission Form

BID SUBMISSION FORM		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2006]</i>		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder . Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none">1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;2. This bid is valid for the period requested in the bid solicitation;3. All the information provided in the bid is complete, true and accurate; and4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
Signature of Authorized Representative of Bidder		
Date		