



RETURN BIDS TO:

IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca

Attn: Jasdeep Jande

FOR ELECTRONIC BIDS:

The electronic mailbox is equipped to send an automatic reply to all messages received. If you do not receive an automatic response, please contact the Contracting Authority to ensure your bid was received. Please note that it is the bidder's sole responsibility to ensure that all bids submitted are received in their entirety by Citizenship and Immigration Canada by the closing date and time indicated in this RFP.

IMPORTANT NOTICE TO SUPPLIERS

The Government Electronic Tendering Service on buyandsell.gc.ca/tenders will be the sole authoritative source for Government of Canada tenders that are subject to trade agreements or subject to departmental policies that require public advertising of tenders.

REQUEST FOR PROPOSAL

Proposal To: Citizenship and Immigration 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 thereof.

Instructions : See Herein

Instructions: Voir aux présentes

Issuing Office – Bureau de distribution

Citizenship and Immigration Canada

Procurement and Contracting Services

70 Crémazie

Gatineau, Québec K1A 1L1

Title – Sujet	
Food Preparation and Delivery Services	
Solicitation No. – N° de l'invitation	Date
CIC-155076	August 11, 2022
Solicitation Closes – L'invitation prend fin at – à	Time Zone
2:00 PM	Fuseau horaire
on – August 22, 2022	EDT
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address Inquiries to: - Adresser toutes questions à :	
IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca	
Telephone No. – N° de téléphone :	
(343)574-4425	
Destination – of Goods, Services, and Construction:	
Destination – des biens, services et construction :	
See Herein	
Delivery required - Livraison exigée	
See Herein	
Vendor/firm Name and address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm	
Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
(type or print)/ (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six parts plus attachments as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.2 Summary

1.2.1 The Department of Citizenship and Immigration Canada, hereinafter known by its applied name, Immigration, Refugees and Citizenship Canada (IRCC) has a requirement for food preparation services, including delivery, to asylum seekers/humanitarian arrivals residing in temporary accommodations sites located in the Montreal and Metropolitan area.

1.2.2 Single Task Authorization-Based Contract

Canada is seeking to establish a contract for food preparation, including delivery on an “as and when requested” basis, as defined in Appendix "D", Statement of Work, for 7 months including all options

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

1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 6 - Resulting Contract Clauses.

1.2.5 Considering accessibility criteria and features is obligatory with this requirement. For additional information consult the [Treasury Board Contracting Policy](#).



1.3 Debriefings

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

If you have any concerns relating to the procurement process, please refer to the [Bid Challenge and Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the Office of the Procurement Ombudsman (OPO).

1.4 Mandatory Requirements

Where the words “must”, “shall” or “will” appear in this RFP, the clause is to be considered as a mandatory requirement.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All Citizenship and Immigration Canada (CIC) instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out on the [CIC Website](#).

All SACC manual clauses for specific instructions not covered by the standard instructions identified in the bid solicitation by number, date and title are set out in the [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 [CIC-SI-001 \(2016-05-26\)](#) Standard Instructions – Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Citizenship and Immigration Canada by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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.

2.4 Applicable Laws

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

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



Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:



- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (one (1) soft/electronic copy via email)
- Section II: Financial Bid (one (1) soft/electronic copy via email)
- Section III: Certifications (one (1) soft/electronic copy via email)

Canada requests that respondents submit their response in unprotected (i.e. no password) PDF format by email. Complete size of emails containing a response must not exceed 10MB. Emails exceeding 10MB will not be received. Should the size of email(s) exceed 10MB, respondents must contact the Contracting Authority at least 48 hours prior to the closing date to discuss alternatives.

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 a numbering system that corresponds to the bid solicitation; and
- (b) page numbering must be used on the bottom right of each page of the proposal

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with The Pricing Schedule. The total amount of applicable taxes must be shown separately, if applicable.

Bidders should include the following information in their financial bid by completing Appendix "F", Vendor Information and Authorization and include it with their bid:



1. Their legal name;
2. Their [Business Number](#) (BN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers, and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid; and
 - b) any contract that may result from their bid.

The Bidder's firm unit prices in response to this RFP and resulting contract must include all overhead, general & administrative costs and profit. Included are the following costs that may be incurred in providing the required services: fuel and local travel, and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada as may be specified in the RFP and the resulting Contract(s).

Bidders must provide in their financial bid a price breakdown as detailed in the Pricing Schedule.

The Bidder should complete this Pricing Schedule and include it in its financial bid. As a minimum, the Bidder must respond to this table by inserting in its financial bid for each of the periods specified its quoted firm all-inclusive unit price (in Cdn \$) for each of the meal types identified.

2. The prices or rates specified in the Pricing Schedule, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:
 - a) all travel and living expenses for work performed within the Montreal and Metropolitan Area. The Montreal and Metropolitan Area is defined in the Definitions of the Remote/Virtual Access, Regions and Metropolitan Areas (<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html>).
 - b) Any travel between the Contractor's place of business and the Montreal Metropolitan Area; and
 - c) Any relocation of resources required to satisfy the terms of the Contract. These expenses cannot be charged directly and separately from the fees to any contract that may result from the bid solicitation.
3. The volumetric data included in the pricing schedule is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

3.2 SACC Manual Clauses

C3011T (2010-01-11) - Exchange Rate Fluctuation

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 required certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder's proposal **non-responsive and will not be given further consideration**. The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

The mandatory requirement is listed below; it must be met or exceeded in order for an offer to be compliant.

The Bidder must include supporting information with their bid and make reference in the table below to indicate where the supporting information can be found in the submission.

Should the Bidder not provide supporting information with their offer, it may be requested for clarification. No additional information will be requested or accepted.

Failure to provide the requested supporting information within two (2) business days of request will render the bid non-responsive with no further consideration given.

Bidders **MUST** fill out the column indicating Met or Not Met for the requirement. Failure to complete this column at time of the bid closing date will result in the offer being deemed non-responsive.

Item	Specifications	Met	Not Met	Supporting Information
M1	The Bidder must prepare food from a Health Department inspected premises and must provide a Proof of Inspections obtained within 2 years of the bid closing date			
M2	The Bidder must demonstrate that as part of their business, they provide food preparation and delivery services. The Bidder must submit a resume or company profile to support this requirement.			



M3	The Bidder must demonstrate that it has the capacity to prepare and deliver a minimum of 500 meals per day for a minimum of 30 consecutive days. The Bidder must submit an invoice for services provided within five (5) years of the bid closing date to demonstrate compliance with this criteria. Bidders may redact pricing from their submission.			
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4.1.2 Financial Evaluation

Only the proposals that are technically responsive will be considered for financial evaluation.

The price of the bid will be evaluated in Canadian dollars, applicable taxes are excluded.

For the purposes of bid evaluation, The Pricing Schedule will be used. The Bidder must provide all inclusive firm unit prices for the type of meals being proposed in accordance with the bid solicitation, for the initial contract period and option periods.

The volumetric data included in the Pricing Schedule is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

For evaluation purposes only, the following is how financial offers will be evaluated:

For all firm unit prices listed in the Pricing Schedule: For each of the periods, including the option periods, an average price will be determined for each type of meal requested. The average price will be calculated as follows:

$$\frac{\text{Sum of the prices quoted for the period of the contract including the option period.}}{\text{Number of prices requested for the contract period including the option year}}$$

The table below shows an example of how to calculate the average price for a breakfast. The average price is calculated by adding all the prices quoted in items 1 through 5 for Initial Period, Option Period #1, Option Period #2, Option Period #3, Option Period #4 and dividing by 25 = Average per meal of \$11.87.

*Note that the prices in the table below are fictitious and are provided as an example only

Item	Type of Meal	Range	Initial Period	ALL INCLUSIVE UNIT PRICE FOR ONE (1) MEAL				Average Price per type of meal
				Option Period 1	Option Period 2	Option Period 3	Option Period 4	
1	Breakfast	1 - 249	\$ 12.50	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 11.87
2		250 - 499	\$ 11.75	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	
3		500 - 749	\$ 11.00	\$ 12.25	\$ 12.25	\$ 12.25	\$ 12.25	
4		750 - 999	\$ 10.50	\$ 11.50	\$ 11.50	\$ 11.50	\$ 11.50	
5		1000+	\$ 10.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	



For each meal type, the prices used in the evaluation will be calculated by multiplying the average prices by the estimated quantities for each meal type request.

4.1.3 Formulas in Pricing Schedule

If the Pricing Schedule provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

4.2 Basis of Selection

4.2.1 Basis of Selection - Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price found in the Pricing Schedule under “**TOTAL EVALUATED PRICE**” will be recommended for award of contract.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](#) website, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](#), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Integrity Provisions – List of Names

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide a completed List of Names in the Integrity Verification form available on the [Integrity Regime website](#), to be given further consideration in the procurement process.

5.2.3 Federal Contractors Program for Employment Equity – Bid Certification



By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the [Federal Contractors Program \(FCP\)](#) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the webpage.

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- () A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.



OR

- () A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- () B1. The Bidder is not a Joint Venture.

OR

- () B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



PART 6 - RESULTING CONTRACT CLAUSES

APPENDIX “A”, GENERAL TERMS AND CONDITIONS

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

A1. Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada (PWGSC) and in the Citizenship and Immigration Canada Terms and Conditions Manual.

A1.1 An electronic version of the [SACC Manual](#) is available on the Buy and Sell Website.

A1.2 An electronic version of the Citizenship and Immigration Canada (CIC) Contract Terms and Conditions is available on the [CIC Website](#).

A2. Terms and Conditions of the Contract

A2.1 The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this Contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

A3. General Conditions

A3.1 General Conditions [CIC-GC-002 \(2020-12-02\)](#), Low Complexity Goods and Services Contract shall apply to and form part of this Contract.



APPENDIX “B”, SUPPLEMENTAL TERMS AND CONDITIONS

B1. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list below, the wording of the first document that appears on the list has priority.

- a) The Articles of Agreement;
- b) Appendix “B” – Supplemental Terms and Conditions;
- c) Appendix “A” – General Terms and Conditions;
- d) Appendix “C” – Terms of Payment;
- e) Appendix “D” – Statement of Work;
- f) Appendix “E” – Basis of Payment
- g) Appendix “F” – Vendor Information and Authorization Form;
- h) The signed Task Authorizations (including all its annexes, if any)
- i) the Contractor's proposal dated _____(TBD)

B2. SACC Manual Clauses

The following SACC manual Clauses are incorporated by reference and form part of this Contract:

ID	Date	Title
<i>A9117C</i>	<i>2007-11-30</i>	<i>T1204 - Direct Request by Customer Department</i>
<i>A9116C</i>	<i>2007-11-30</i>	<i>T1204 Information Reporting by Contractor</i>
<i>C0705C</i>	<i>2010-01-11</i>	<i>Discretionary Audit</i>
<i>4013</i>	<i>2021-11-29</i>	<i>Compliance with on-site measures</i>
<i>A9068C</i>	<i>2010-01-11</i>	<i>Government Site Regulations</i>
<i>D0014C</i>	<i>2007-11-30</i>	<i>Delivery of Fresh Chilled or Frozen Products</i>
<i>D0018C</i>	<i>2007-11-30</i>	<i>Delivery and Unloading</i>

B3. Security Requirement

There is no security requirement associated with the requirement.

B4. Period of Contract

The period of the Contract is from date of contract award to November 30, 2022.

B4.1 Option to Extend the Contract

The Contractor grants Canada, the irrevocable right to extend the term of the Contract by up to four (4) additional one (1) month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Appendix “E”, Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the Contract expiry date. The option may only be exercised



by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

B4.2 Option to increase quantities

The Contractor grants to Canada the irrevocable option to increase the quantities of the Contract as per Appendix "E", Basis of Payment within the contract period under the same terms and conditions. The Contractor agrees that, during the options of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

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

B5. Termination on Thirty (30) Days Notice

1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

B6. Certifications / Compliance and Additional Information

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

B7. Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

B8. Insurance Requirements

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



B9. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Appendix “D”.

B10. Authorities

B10.1 Contracting Authority

The Contracting Authority for the Contract is:

<[The Contracting Authority for the Contract is to be identified at Contract award](#)>

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.

B10.2 Project Authority

The Project Authority for the Contract is:

<[The Project Authority for the Contract is to be identified at Contract award](#)>

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.

B10.3 Contractor’s Representative

Name:

Title:

Organization

Address:

Telephone:

Facsimile:

E-mail address:

B11. Proactive Disclosure of Contract with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.



APPENDIX “C”, TERMS OF PAYMENT TASK AUTHORIZATIONS

C1. Task Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

C1.1 Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form specified in Appendix “G”.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA has been authorized and received by the Contracting Authority. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

C1.2 Minimum Work Guarantee – All the Work – Task Authorizations:

1. In this clause,
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
"Minimum Contract Value" _____
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

C1.3 Periodic Usage Reports – Contracts with Task Authorizations:

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Appendix "H". If some data is not available, the reason must be indicated. If



services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

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

Reporting Requirement- Details:

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, applicable taxes extra;
- iv. the total amount, applicable taxes extra, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (applicable taxes extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, applicable taxes extra, expended to date against all authorized TA's.

C2. Basis of Payment

TA subject to a Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work specified in the authorized TA in accordance with the basis of payment in Annex E to the limitation of expenditure specified in the authorized TA.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work specified in the authorized TA, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work specified in the authorized TA.

C3. Limitation of Expenditure – Cumulative of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ . Customs duties are included and applicable taxes are extra.



2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

C4. Method of Payment – Monthly

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

C5. Applicable Taxes

Applicable taxes are not included in the amounts shown in the Basis of Payment. Applicable taxes, which are estimated at \$_____ (*to be determined at contract award*), are included in the total contract amount. Applicable taxes are to be shown as separate items on all invoices and claims for progress payments and will be paid by Canada. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

C6. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;

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.



C7. Travel and Living Expenses

Canada will not accept any travel and living expenses for:

Work performed within the Montreal and Metropolitan Area. The Montreal and Metropolitan Area is defined in the Definitions of the Remote/Virtual Access, Regions and Metropolitan Areas (<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html>).

- a) Any travel between the Contractor's place of business and the Montreal Metropolitan Area; and
- b) Any relocation of resources required to satisfy the terms of the Contract.

These expenses are included in the firm all-inclusive unit prices specified above.



APPENDIX “D”, STATEMENT OF WORK

1. Title

Food Preparation and Delivery to the Greater Montreal Region

2. Requirement

Immigration, Refugees and Citizenship Canada (IRCC) requires food preparation services, including delivery to asylum seekers/humanitarian arrivals residing in temporary accommodation sites located in the Montreal and Metropolitan Area [as defined in the Definitions of the Remote/Virtual Access, Regions and Metropolitan Areas \(https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html#no7\)](https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html#no7).

The Contractor must prepare and deliver food for up to 1000 asylum seekers/humanitarian arrivals per day.

The Contractor must comply with all relevant Federal, Provincial and Municipal laws, regulations, training and licensing, including but not limited to: Quebec’s Food Regulations under the Food Products Act

3. Background

IRCC is responsible for providing temporary accommodations to asymptomatic asylum seekers/humanitarian arrivals (AAS) entering Canada who do not have a suitable quarantine plan in place.

Given the high volume of asylum seekers/humanitarian arrivals arriving in Quebec, IRCC must ensure that the refugee claimants’ essential nutritional needs are met.

4. Provision of Equipment

The Contractor must provide all equipment necessary to fulfill the scope of work. The Contractor may not use kitchens, serveries, or other kitchen or serving equipment in temporary accommodation sites for preparing or cooking. The contractor must supply all required dishes and utensils for all meals.

5. Tasks and Scope of Work

5.1 Meal Delivery Schedule

The Contractor must prepare and deliver meals to IRCC representatives at the temporary accommodation sites reserved by IRCC. IRCC will place an order with the Contractor for the required number of meals 24 hours in advance of the delivery of the food. The Contractor must deliver each prepared type of meal to the accommodation site(s) as pre the schedule below:

- a. Breakfast, between 6:00 AM and 7:00 AM;
- b. Lunch, between 11:00 AM and 12:00 PM; and
- c. Dinner and boxed meals* (as required), between 4:30 PM and 5:30 PM



*The Contractor must provide cold boxed meal in the event of delays or arrivals after 10:00 PM.

5.2 Meal Provision

The Contractor must make available its full menu to asylum seekers/humanitarian arrivals for each meal. At a minimum, the Contractor must provide the food items identified in Table 1 for each type of meal. The menu below has been added to the Contract as a guideline.

Table 1					
Type of Meal	Main Course (200g)	Dairy	Fruit (up to 2 items or 1 cup each)	Grains (Up to 2)	Beverages (individual portions – 200ml)
Breakfast Estimated Quantity – up to 1000 meals	a. Eggs (2) b. Cold cuts	a. Milk b. Yoghurt	Ex : Banana and Apple	a. Bread (white and brown options) b. Pitas c. Pastries d. Cereal, etc	a. Milk b. Juice c. Water d. Coffee e. Tea
	Main Course (200 g)	Side (up to 2 or 1 up cup each)	Hot Vegetable and fruit (up to 2 items or 1 cup each)	Grains (up to 2)	Beverages (individual portions – 200ml)
Lunch Estimated Quantity – up to 1000 meals	a. Fish b. Chicken c. Beef d. Pasta e. Sandwich f. Pizza	a. Rice b. Potatoes c. Salad	Ex: Grilled vegetables / Cut fruits	a. Bread b. Pitas c. Pastries, etc	a. Milk b. Juice c. Water d. Tea e. Coffee
	Main Course (200g)	Side (up to 2 or 1 cup each)	Hot Vegetable (up to 2 items or 1 cup each)	Grains (up to 2)	Beverages (individual portions – 200ml)
Dinner Estimated Quantity – up to 1000 meals	a. Fish b. Chicken c. Beef d. Pasta e. Sandwich f. Pizza	a. Rice b. Potatoes c. Salad	Ex: Steamed carrots and Peas	a. Bread b. Pitas c. Pastries, etc	a. Milk b. Juice c. Water d. Tea e. Coffee
	Main Course	Side	Fruit (up to 2 items or 1 cup each)	Grains (1 only)	Beverage (individual portions – 200ml)
Boxed Meal Estimated Quantity – up to 200 meals	a. Sandwich* (meat or vegetarian option)	Cut vegetables	Ex : Banana and Apple	a. Muffin (100 g) b. Granola bar (24h)	a. Juice b. Water
*Sandwiches must be eggs and chicken with a variety of white and brown bread					
**The quantities indicated in gr or ml are the minimum required.					

Notwithstanding the above, Canada will reimburse the Contractor per meal as described in Annex E Basis of Payment.



The Contractor must provide meal options to accommodate a variety of special dietary requirements and religious and spiritual beliefs. For example, meal options include, but are not limited to :

- a. Vegetarian meals;
- b. Vegan meals;
- c. Halal meals;
- d. Kosher meals;
- e. Allergen-free meals (peanuts, gluten, seafood, etc.)

The Contractor must support any specific dietary requirements as much as possible. The Contractor is encouraged to diversify its menu as much as possible, at no additional cost.

6. Deliverables

The Contractor must ensure the meals are prepared and delivered as follows:

- a. Meals must be delivered in individual containers 100% recyclable such as paper bags or cardboard boxes in order to facilitate distribution by identified service providers on site.
- b. Each meal must be prepared and assembled by the Contractor – with compostable utensils when required.
- c. Deliveries of the meal bags / boxes to the site must be in washable and reusable containers with lid – with preference for rigid plastic.
- d. The reusable containers must be cleaned and maintained by the supplier.

7. Constraints

It is imperative that the provider be flexible to respond to the constantly changing orders from the client (IRCC). The orders vary depending on operations.

Consequently, each order can be reduced or increased from one day to the next.

The Contractor must be able to respond to short mandatory delivery timelines, based on IRCC's operational needs. The Contractor will provide meals that have a ``best before date`` of at least 10 to 14 days following delivery.

8. Client Support

The Contractor must provide a point of contact so that IRCC or its service provider's logistics manager can order the meals required and coordinate deliveries.

9. Language of Work

English or French. The Contractor must provide services in one of Canada's official languages.

10. Travel

IRCC will not reimburse any travel costs.

11. Diversity



IRCC is committed to making our Department more inclusive for everyone and fostering an equitable workplace culture that values diversity and creates an environment that is welcoming and rewarding for all. We encourage the businesses that work with us to reflect these values. More information can be found at:

<https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html>

12. Availability of Personnel

The Contractor certifies that he/she, its employees and subcontractors will be available to commence performance of the work from the Contract award date and will remain available to perform the work in relation to the fulfillment of this requirement.



APPENDIX “E”, BASIS OF PAYMENT

During the period of the contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included and applicable taxes are extra.

All-inclusive unit price for one (1) meal							
			Contract Award to November 30, 2022	December 1, 2022 to December 31, 2022	January 1, 2023 to January 31, 2023	February 1, 2023 to February 28 2023	March 1, 2023 to March 31 2023
Item	Type of Meal	Range	Initial Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
1	Breakfast	1 - 249	\$ -	\$ -	\$ -	\$ -	\$ -
2		250 - 499	\$ -	\$ -	\$ -	\$ -	\$ -
3		500 - 749	\$ -	\$ -	\$ -	\$ -	\$ -
4		750 - 999	\$ -	\$ -	\$ -	\$ -	\$ -
5		1000+	\$ -	\$ -	\$ -	\$ -	\$ -
Item	Type of Meal	Range	Initial Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
1	Lunch	1 - 249	\$ -	\$ -	\$ -	\$ -	\$ -
2		250 - 499	\$ -	\$ -	\$ -	\$ -	\$ -
3		500 - 749	\$ -	\$ -	\$ -	\$ -	\$ -
4		750 - 999	\$ -	\$ -	\$ -	\$ -	\$ -
5		1000+	\$ -	\$ -	\$ -	\$ -	\$ -
Item	Type of Meal	Range	Initial Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
1	Dinner	1 - 249	\$ -	\$ -	\$ -	\$ -	\$ -
2		250 - 499	\$ -	\$ -	\$ -	\$ -	\$ -
3		500 - 749	\$ -	\$ -	\$ -	\$ -	\$ -
4		750 - 999	\$ -	\$ -	\$ -	\$ -	\$ -
5		1000+	\$ -	\$ -	\$ -	\$ -	\$ -
Item	Type of Meal	Range	Initial Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
1	Boxed Meal	1 to 49	\$ -	\$ -	\$ -	\$ -	\$ -
2		50-99	\$ -	\$ -	\$ -	\$ -	\$ -
3		100-199	\$ -	\$ -	\$ -	\$ -	\$ -
4		200+	\$ -	\$ -	\$ -	\$ -	\$ -



APPENDIX “F”, VENDOR INFORMATION AND AUTHORIZATION FORM

Vendor Name and Address

Legal Status (incorporated, registered, etc.)

- Individual (Sole proprietor)
- Privately owned corporation
- Joint Venture or Corporate entity
- Other (specify): _____

GST or HST Registration Number and Business Number (Revenue Canada)\

Name and Title of Person authorized to sign on behalf of Vendor

Print Name _____ Title _____

Signature _____ Date _____

Central Point of Contact

The Vendor has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

Name and Title _____

Telephone _____ Fax _____

Email _____

Each proposal must include a copy of this page properly completed and signed.



APPENDIX “G”, TASK AUTHORIZATION FORM

TASK AUTHORIZATION REQUEST		
1.0 Administrative Information:		
Contractor :		
PR Number	Task Authorization No.	Contract Number:
PO Number:	Amendment No.:	Date:
2.0 Description of Work to be performed:		
Background:		
General Purpose and Scope:		
Tasks and Responsibilities:		
Deliverables:		
3.0 Period of services	From:	To:
4.0 Work location		
5.0 Travel requirements	N/A	
6.0 Required Security Clearance	<input type="checkbox"/> Reliability <input type="checkbox"/> Confidential <input type="checkbox"/> Secret <input checked="" type="checkbox"/> Not Applicable	
7.0 Gov't furnished equipment/material	N/A	
8.0 Authorities		
CIC Project Authority		CIC Contracting Authority



9.0 Task Authorization Basis of Payment			
Meal Type	Firm all-inclusive unit prices	Estimated # of Meals	Total Price CAD (\$)
Subtotal			
Applicable Taxes			
TOTAL			
Check applicable of basis of payment (select one basis only)			
Limitation of Expenditure			
Check applicable of method of payment (select one basis only)			
Monthly			
TASK AUTHORIZATION APPROVALS			
10.0 CIC Contracting Authority - Concurrence to Proceed with TA:			
Signature:		Date:	
11.0 CIC Project Authority - Contractor's TA Proposal is Accepted:			
Signature:		Date:	
12.0 Contractor - Concurrence with Expenditure:			
Signature :		Date:	



APPENDIX “H”, PERIODIC USAGE REPORT

See attachment