



## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b> .....	<b>3</b>
1.1 SECURITY REQUIREMENTS .....	3
1.2 STATEMENT OF WORK .....	3
1.3 DEBRIEFINGS.....	3
1.4 PHASED BID COMPLIANCE PROCESS .....	3
<b>PART 2 - BIDDER INSTRUCTIONS</b> .....	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	4
2.2 SUBMISSION OF BIDS .....	4
2.3 FORMER PUBLIC SERVANT .....	4
2.4 ENQUIRIES - BID SOLICITATION .....	4
2.5 APPLICABLE LAWS .....	5
2.6 BID CHALLENGE AND RECOURSE MECHANISMS .....	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b> .....	<b>7</b>
3.1 BID PREPARATION INSTRUCTIONS.....	7
<b>ATTACHMENT 1 TO PART 3- BID SUBMISSION FORM</b> .....	<b>11</b>
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b> .....	<b>13</b>
4.1 EVALUATION PROCEDURES .....	13
4.2 TECHNICAL EVALUATION.....	16
4.3 ÉVALUATION FINANCIÈRE .....	17
4.4 BASIS OF SELECTION .....	21
<b>ATTACHMENT 1 TO PART 4 – MANDATORY TECHNICAL CRITERIA</b> .....	<b>22</b>
<b>ATTACHMENT 2 TO PART 4 – PRICING SCHEDULE</b> .....	<b>24</b>
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION</b> .....	<b>28</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	28
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	28
<b>PART 6 - RESULTING CONTRACT CLAUSES</b> .....	<b>30</b>
6.1 SECURITY REQUIREMENTS .....	30
6.2 STATEMENT OF WORK .....	30
6.3 STANDARD CLAUSES AND CONDITIONS .....	30
6.4 TERM OF CONTRACT .....	30
6.5 AUTHORITIES.....	30
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	31
6.7 PAYMENT.....	31
6.8 INVOICING INSTRUCTIONS .....	32
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	32
6.10 APPLICABLE LAWS .....	33
6.11 PRIORITY OF DOCUMENTS.....	33
6.12 DISPUTE RESOLUTION .....	33
6.13 G1005C (2016-01-18) INSURANCE .....	33
<b>ANNEX A- STATEMENT OF WORK</b> .....	<b>34</b>
<b>ANNEX "B"- BASIS OF PAYMENT</b> .....	<b>37</b>



<b>ANNEX "C" TO PART 5 OF THE BID SOLICITATION .....</b>	<b>41</b>
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION.....	41



## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

No security requirements.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex A – Statement of Work of the resulting contract.

### **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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Phased Bid Compliance Process**

The Phased Bid Compliance Process (PSCP) applies to this requirement.



## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 180 days

### **2.2 Submission of Bids**

Bids must be submitted only to [CBSA-ASFC\\_Solicitations-demandes\\_de\\_soumissions@cbsa-asfc.gc.ca](mailto:CBSA-ASFC_Solicitations-demandes_de_soumissions@cbsa-asfc.gc.ca) 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.

#### **2.2.1 Improvement of requirement during solicitation period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **2.3 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.

### **2.4 Enquiries - Bid Solicitation**

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as



such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 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.

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

### OPO Clauses :

#### 1) Dispute resolution (i.e. « mediation ») clause

- The parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

#### 2) Review of complaint clause re : contract « award »

- The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian Bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

#### 3) Review of complaint clause re : contract « administration »



- The Office of Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian Bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications

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

#### 3.1.1 Format for bid: Canada requests that bidders follow the format instructions described in the preparation of their bid:

Electronic copies will be accepted in any of the following electronic formats:

- Portable Document Format (.pdf)
- Microsoft Word 97/2000 (.doc)
- Microsoft Excel 97/2000 (.xls)

- i. Use a numbering system that corresponds to the bid solicitation;
- ii. Include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contract information of its representative; and
- iii. Include a table of contents.

#### 3.1.2 Submission of Only One Bid

- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "**related**" to a Bidder if:
  - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - B. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
  - C. the entities have now or in the two (2) years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.



- iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

### 3.1.3 Joint Venture Experience

- i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A Bidder is a joint venture consisting of members L and O. A bid solicitation requires that the Bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the Bidder has previously done the work. This Bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- ii. A joint venture Bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A Bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Bidder have 3 years of experience providing maintenance service, and (b) that the Bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the Bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A Bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the Bidder demonstrate experience providing resources for a minimum number of 100 billable days, the Bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.





## Section I: Technical Bid

- a. 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.
- b. The technical bid must 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.
- c. Bidders are requested to include the **Bid Submission Form- Attachment 1 to Part 3** with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. 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 Bidder with an opportunity to do so.
- d. The technical bid must substantiate the compliance of the Bidder and its products and services with the specific requirements of **Attachment 1 to Part 4- Mandatory Technical Criteria**, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 1 to Part 4, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

## Section II: Financial Bid

- a. Bidders must submit their financial bid in accordance with the Pricing Tables in Annex B- Basis of Payment, without any conditions, assumptions, restrictions or otherwise. Bidders must complete and submit with their financial bid, **Pricing Schedule provided in Attachment 2 to Part 4**. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under the resulting contract, with the exception of those limitations that are expressly set out in this bid solicitation, will be treated as being non-responsive and the Bidder's bid will be given no further consideration.
- b. Bidders must provide a **firm unit price for each item** for the entire duration of the contract. The price of the bid must be in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra. Prices must only be included in the financial proposal.
- c. Canada has the right to disqualify a bid if the price of any deliverables does not reflect a fair and actual market price.
- d. Prices submitted with the bid will form part of any resulting contract.

### 3.1.4 Electronic Payment of Invoices – Bid



The Bidder must accept payment by Direct Deposit.

Bidders that supply goods and services to the Government of Canada must enrol in direct deposit for account payable.

### **3.1.5 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **Section IIIIV: Certifications**

Bidders must submit the certifications and additional information required under Part 5.



**ATTACHMENT 1 TO PART 3- BID SUBMISSION FORM**

<b>BID SUBMISSION FORM</b>	
<b>Bidder's full legal name</b>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Supply Arrangement No.:</b>	
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003] <b>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</b>	
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b> See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
<b>Security Clearance Level of Bidder</b> [include both the level and the date it was granted] <b>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</b>	



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:

1. The Bidder considers itself and its proposed resources 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; and
4. 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**

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## **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 technical and financial evaluation criteria
- b. An evaluation team composed of representatives of Canada will evaluate the bids.
- c. In addition to any other time periods established in the bid solicitation:
  - i. Request for Clarification: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or longer if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - ii. Extension of time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- d. 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 NONRESPONSIVE 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 NONRESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- c. The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2022-03-29) 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.
- d. 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 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 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 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 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.

## **4.2 Technical Evaluation**

The evaluation of Attachment 1 to Part 4 will include mandatory technical criteria, which are evaluated on a simple pass/fail basis.

### **4.2.1 Mandatory Technical Criteria**

- a. The Bidder must comply with and meet all technical requirements and all terms and conditions specified in this bid solicitation. The Bidder must provide the necessary documentation to support compliance with this requirement.
- b. Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified. The Evaluation Team may determine that a bid does not meet a mandatory requirement at any time during the evaluation process.
- c. Each mandatory technical criteria should be addressed separately. The mandatory technical criteria must be provided at bid closing.
- d. The mandatory technical criteria are described in **Attachment 1 to Part 4- Mandatory Technical Criteria**, and must be provided at bid closing.
- e. Bidders are cautioned that Attachment 1 to Part 4- Mandatory Technical Criteria does not include all the mandatory requirements of this solicitation. This solicitation contains other mandatory requirements dealing with the submission, format and content of proposals, including the mandatory submission or certifications and mandatory requirements of the submission of cost proposal. It is the Bidder's sole responsibility to read the entire solicitation to ensure that it complies with all mandatory requirements of this solicitation.





- f. Bidders are required to complete and submit with the technical proposal **Attachment 1 to Part 4- Mandatory Technical Criteria** in order to be evaluated. The format of the table should be similar to the format shown herein.
- g. The Phased Bid Compliance Process will apply to all mandatory technical criteria listed in Attachment 1 to Part 4- Mandatory Technical Criteria.

#### 4.3 Évaluation financière

- a. Bidders must submit their financial bid in accordance with the Pricing Tables in Annex B- Basis of Payment, without any conditions, assumptions, restrictions or otherwise. Bidders must complete and submit with their financial bid, **Attachment 2 to Part 4- Pricing Schedule**. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under the resulting contract, with the exception of those limitations that are expressly set out in this bid solicitation, will be treated as being non-responsive and the Bidder's bid will be given no further consideration.
- b. Bidders must provide a firm unit price for each item, for the entire duration of the contract. The price of the bid must be in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom duties and Excise Taxes included where applicable and Applicable Taxes extra. Prices must only be included in the Financial Proposal. Unit prices submitted are firm prices, including direct labour, product cost and overhead.
- c. Canada has the right to disqualify a bid if the price of any deliverables does not reflect a fair and actual market price.
- d. Prices submitted with the bid will form part of any resulting contract.
- e. For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the **Pricing Schedule details in Attachment 2 to Part 4**.
- f. The Bidder must complete the pricing table in **Attachment 2 to Part 4- Pricing Schedule** and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting its financial bid, for each of the contract periods specified below, its quoted all-inclusive firm rate (in CAD \$) for each of the following columns:
  - 0-49
  - 50-99
  - 100-499
  - 500+
- g. The price must be rounded to 2 decimals.
- h. The financial evaluation will be carried out by calculating the sum of each column for each contract period (Initial contract period, Option year 1 and Option year 2). The sum of each table will be combined to obtain a total bid price. Below is an example of the evaluation procedure:



TYPE OF MEAL	INITIAL CONTRACT PERIOD			
	0-49 (A)	50-99 (B)	100-499 (C)	500+ (D)
	FIRM UNIT PRICE BASED ON QUANTITIES			
<b>BREAKFAST</b> <ul style="list-style-type: none"> <li>Muffin – various flavors</li> <li>Juice individual portion - various flavors</li> <li>Apple (different varieties)</li> </ul>	\$4.00	\$3.75	\$3.50	\$3.25
<b>LUNCH</b> <ul style="list-style-type: none"> <li>Sandwich* (2 varieties)</li> <li>Cup of sliced fruit individual portions</li> <li>Granola bars various flavors</li> </ul>	\$6.00	\$5.75	\$5.50	\$5.25
<b>DINNER</b> <ul style="list-style-type: none"> <li>Sandwich**(2 varieties)</li> <li>Drinkable yogurt- individual portion various flavors</li> <li>Granola bars various flavors</li> </ul>	\$7.00	\$6.75	\$6.50	\$6.25
<b>SNACKS</b>				
<ul style="list-style-type: none"> <li>Cookies individual portion or granola bars – Various flavors</li> </ul>	\$1.50	\$1.40	\$1.30	\$1.20
<ul style="list-style-type: none"> <li>Juice individual portion – Various flavors</li> </ul>	\$1.50	\$1.40	\$1.30	\$1.20
<ul style="list-style-type: none"> <li>Milk UHT individual portion – Regular or Chocolate</li> </ul>	\$1.50	\$1.40	\$1.30	\$1.20
<ul style="list-style-type: none"> <li>Drinkable yogurt individual portion - Various flavors</li> </ul>	\$1.50	\$1.40	\$1.30	\$1.20
<b>SPECIAL REQUESTS</b>	Sandwiches in this category are part of the Lunch and Dinner menu. The firm unit price that must be inserted in the cells below are an additional cost to the menu as a result of the special request.			
<ul style="list-style-type: none"> <li>Sandwiches without mayonnaise</li> </ul>	\$0.50	\$0.40	\$0.30	\$0.20
<ul style="list-style-type: none"> <li>Sandwiches without eggs</li> </ul>	\$0.50	\$0.40	\$0.30	\$0.20
<ul style="list-style-type: none"> <li>Gluten free sandwiches</li> </ul>	\$1.00	\$0.90	\$0.80	\$0.70
<ul style="list-style-type: none"> <li>Sandwiches without traces of tree nuts and peanuts</li> </ul>	\$0.50	\$0.40	\$0.30	\$0.20



• Nutritional drink	\$3.00	\$2.90	\$2.80	\$2.70
• Vegetable juice	\$2.00	\$1.90	\$1.80	\$1.70
<b>Total per column</b>	<b>\$30.50</b>	<b>\$28.75</b>	<b>\$27.00</b>	<b>\$25.25</b>
<b>Total of all columns</b>	<b>\$111.50</b>			
* Sandwiches for lunch must be eggs and chicken with variety of white and brown bread.				
** Sandwiches for dinner must be chicken and vegetables with variety of white and brown bread.				

TYPE OF MEAL	Option Year 1			
	0-49 (A)	50-99 (B)	100-499 (C)	500+ (D)
	FIRM UNIT PRICE BASED ON QUANTITIES			
<b>BREAKFAST</b>				
• Muffin – various flavors	4.25\$	4.00\$	3.75\$	3.50\$
• Juice individual portion - various flavors				
• Apple (different varieties)				
<b>LUNCH</b>				
• Sandwich* (2 varieties)	6.25\$	6.00\$	5.75\$	5.50\$
• Cup of sliced fruit individual portions				
• Granola bars various flavors				
<b>DINNER</b>				
• Sandwich**(2 varieties)	7.25\$	7.00\$	6.75\$	6.50\$
• Drinkable yogurt-individual portion various flavors				
• Granola bars various flavors				
<b>SNACKS</b>				
• Cookies individual portion or granola bars – Various flavors	1.60\$	1.50\$	1.40\$	1.30\$
• Juice individual portion – Various flavors	1.60\$	1.50\$	1.40\$	1.30\$
• Milk UHT individual portion – Regular or Chocolate	1.60\$	1.50\$	1.40\$	1.30\$
• Drinkable yogurt individual portion - Various flavors	1.60\$	1.50\$	1.40\$	1.30\$
<b>SPECIAL REQUESTS</b>	Sandwiches in this category are part of the Lunch and Dinner menu. The firm unit price that must be inserted in the cells below are an additional cost to the menu as a			



	result of the special request.			
• Sandwiches without mayonnaise	\$0.50	\$0.40	\$0.30	\$0.20
• Sandwiches without eggs	\$0.50	\$0.40	\$0.30	\$0.20
• Gluten free sandwiches	\$1.00	\$0.90	\$0.80	\$0.70
• Sandwiches without traces of tree nuts and peanuts	\$0.50	\$0.40	\$0.30	\$0.20
• Nutritional drink	\$3.00	\$2.90	\$2.80	\$2.70
• Vegetable juice	\$2.00	\$1.90	\$1.80	\$1.70
<b>Total per column</b>	<b>\$31.65</b>	<b>\$29.90</b>	<b>\$26.75</b>	<b>\$26.40</b>
<b>Total of all columns</b>	<b>\$114.70</b>			
* Sandwiches for lunch must be eggs and chicken with variety of white and brown bread.				
** Sandwiches for dinner must be chicken and vegetables with variety of white and brown bread.				

TYPE OF MEAL	Option Year 2			
	0-49 (A)	50-99 (B)	100-499 (C)	500+ (D)
	FIRM UNIT PRICE BASED ON QUANTITIES			
<b>BREAKFAST</b>				
• Muffin – various flavors	4.50\$	4.25\$	4.00\$	3.75\$
• Juice individual portion - various flavors				
• Apple (different varieties)				
<b>LUNCH</b>				
• Sandwich* (2 varieties)	6.50\$	6.25\$	6.00\$	5.75\$
• Cup of sliced fruit individual portions				
• Granola bars various flavors				
<b>DINNER</b>				
• Sandwich**(2 varieties)	7.50\$	7.25\$	7.00\$	6.75\$
• Drinkable yogurt-individual portion various flavors				
• Granola bars various flavors				
<b>SNACKS</b>				
• Cookies individual portion or granola bars – Various flavors	1.60\$	1.50\$	1.40\$	1.30\$
• Juice individual portion – Various flavors				



	1.60\$	1.50\$	1.40\$	1.30\$
• Milk UHT individual portion – Regular or Chocolate	1.60\$	1.50\$	1.40\$	1.30\$
• Drinkable yogurt individual portion - Various flavors	1.60\$	1.50\$	1.40\$	1.30\$
<b>SPECIAL REQUESTS</b>	Sandwiches in this category are part of the Lunch and Dinner menu. The firm unit price that must be inserted in the cells below are an additional cost to the menu as a result of the special request.			
• Sandwiches without mayonnaise	\$0.50	\$0.40	\$0.30	\$0.20
• Sandwiches without eggs	\$0.50	\$0.40	\$0.30	\$0.20
• Gluten free sandwiches	\$1.00	\$0.90	\$0.80	\$0.70
• Sandwiches without traces of tree nuts and peanuts	\$0.50	\$0.40	\$0.30	\$0.20
• Nutritional drink	\$3.00	\$2.90	\$2.80	\$2.70
• Vegetable juice	\$2.00	\$1.90	\$1.80	\$1.70
<b>Total per column</b>	<b>32.40\$</b>	<b>30.65\$</b>	<b>28.90\$</b>	<b>27.15\$</b>
<b>Total of all columns</b>	<b>\$119.10</b>			
* Sandwiches for lunch must be eggs and chicken with variety of white and brown bread.				
** Sandwiches for dinner must be chicken and vegetables with variety of white and brown bread.				

	<b>A</b>	<b>B</b>	<b>C</b>
	<b>Contract period</b>	<b>Duration</b>	<b>Total value of the tables above</b>
1	Initial Contract Period	12 months	\$111.50
2	Option Year 1	12 months	\$114.70
3	Option Year 2	12 months	\$119.10
<b>Total : Lines 1C + 2C + 3C</b>			<b>\$345.30</b>

#### 4.4 Basis of Selection

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



**ATTACHMENT 1 TO PART 4 – MANDATORY TECHNICAL CRITERIA**

	<b>Criteria</b>	<b>Additional Information</b>	<b>Pass</b>	<b>Fail</b>
<b>1.</b>	<b>Management Structure</b>			
1.a	The Bidder must describe the proposed management structure, including the account representative.	The Bidder must submit the following information :  a. a company organization chart representing at least the following 3 resources: company manager, order manager and billing manager.  b. Name, title, e-mail address and phone number of each person.		
1.b	The Bidder must provide a point of contact that can offer 7-day-a-week service for orders.	The Bidder must provide the contact's name, telephone number and e-mail address.  The Bidder must also send the name, telephone number and e-mail address of an additional contact in the event that the first point of contact is absent.		
<b>2.</b>	<b>Experience</b>			
2.a	The Bidder must provide two (2) references to demonstrate acquired experience over the last five (5) years in a similar capacity.	The Bidder must submit at least the following information :  a. Date of experience; b. Reference letter from client; c. Description of the meal production process; and d. Description of the delivery process.		
<b>3.</b>	<b>Service delivery</b>			
3.a	The Bidder must demonstrate that it has MAPAQ certification to perform the contract.	The Bidder must provide the following information:  The Bidder must send with its bid a copy of the MAPAQ permit, or the equivalent if the Bidder is located in another province.		
3.b	The Bidder must demonstrate that they have the ability to prepare and deliver meals as and when requests.	The Bidder must provide the following information:  a. Availability of workforce; b. Clearly demonstrate the process from receipt of order to delivery; and c. Description of		



		Bidder's facilities (production kitchen).		
3.c	The Bidder must demonstrate that it can offer meals with a minimum expiration date of 10 to 14 days, clearly identified on each meal.	The Bidder must send photos of the meals with the requested labelling.		
3.d	The Bidder must demonstrate that preparation and delivery can be completed within 48 hours.	The Bidder must send two (2) examples where the preparation and delivery of meals were completed in less than 48 hours:  a. Date of request; b. Delivery date; and c. Quantity requested		
3.e	The Bidder must be able to provide meals and snacks as described in the Statement of Work.	The Bidder must sign the attestation below to confirm.		
3.e Attestation	I, _____ (Bidder's name) certify that our company is able to provide meals and snacks as described in the Statement of Work.			
<b>4.</b>	<b>Deliverables</b>			
4.a	The Bidder must send individually prepared and assembled meals. The name of these meals must be identified on the packaging.	The Bidder must send sample photos of prepared meal packaging and photos of meal identification on the outside of the packaging.		
4.b	The Bidder must deliver meals in reusable, washable, stackable containers with lids (preferably rigid plastic).	The Bidder must send sample photos of the containers.		



**ATTACHMENT 2 TO PART 4 – PRICING SCHEDULE**

TYPE OF MEAL	INITIAL CONTRACT PERIOD			
	0-49 (A)	50-99 (B)	100-499 (C)	500+ (D)
	FIRM UNIT PRICE BASED ON QUANTITIES			
<b>BREAKFAST</b> <ul style="list-style-type: none"> <li>Muffin – various flavors</li> <li>Juice individual portion - various flavors</li> <li>Apple (different varieties)</li> </ul>				
<b>LUNCH</b> <ul style="list-style-type: none"> <li>Sandwich* (2 varieties)</li> <li>Cup of sliced fruit individual portions</li> <li>Granola bars various flavors</li> </ul>				
<b>DINNER</b> <ul style="list-style-type: none"> <li>Sandwich**(2 varieties)</li> <li>Drinkable yogurt-individual portion various flavors</li> <li>Granola bars various flavors</li> </ul>				
<b>SNACKS</b>				
<ul style="list-style-type: none"> <li>Cookies individual portion or granola bars – Various flavors</li> </ul>				
<ul style="list-style-type: none"> <li>Juice individual portion – Various flavors</li> </ul>				
<ul style="list-style-type: none"> <li>Milk UHT individual portion – Regular or Chocolate</li> </ul>				
<ul style="list-style-type: none"> <li>Drinkable yogurt individual portion - Various flavors</li> </ul>				
<b>SPECIAL REQUESTS</b>	Sandwiches in this category are part of the Lunch and Dinner menu. The firm unit price that must be inserted in the cells below are an additional cost to the menu as a result of the special request.			
<ul style="list-style-type: none"> <li>Sandwiches without mayonnaise</li> </ul>				
<ul style="list-style-type: none"> <li>Sandwiches without eggs</li> </ul>				
<ul style="list-style-type: none"> <li>Gluten free sandwiches</li> </ul>				
<ul style="list-style-type: none"> <li>Sandwiches without traces of tree nuts and</li> </ul>				





peanuts				
• Nutritional drink				
• Vegetable juice				
<b>Total per column</b>				
<b>Total of all columns</b>				
* Sandwiches for lunch must be eggs and chicken with variety of white and brown bread.				
** Sandwiches for dinner must be chicken and vegetables with variety of white and brown bread.				

TYPE OF MEAL	Option Year 1			
	0-49 (A)	50-99 (B)	100-499 (C)	500+ (D)
	FIRM UNIT PRICE BASED ON QUANTITIES			
<b>BREAKFAST</b>				
<ul style="list-style-type: none"> <li>• Muffin – various flavors</li> <li>• Juice individual portion - various flavors</li> <li>• Apple (different varieties)</li> </ul>				
<b>LUNCH</b>				
<ul style="list-style-type: none"> <li>• Sandwich* (2 varieties)</li> <li>• Cup of sliced fruit individual portions</li> <li>• Granola bars various flavors</li> </ul>				
<b>DINNER</b>				
<ul style="list-style-type: none"> <li>• Sandwich**(2 varieties)</li> <li>• Drinkable yogurt-individual portion various flavors</li> <li>• Granola bars various flavors</li> </ul>				
<b>SNACKS</b>				
<ul style="list-style-type: none"> <li>• Cookies individual portion or granola bars – Various flavors</li> <li>• Juice individual portion – Various flavors</li> <li>• Milk UHT individual portion – Regular or Chocolate</li> <li>• Drinkable yogurt individual portion - Various flavors</li> </ul>				
<b>SPECIAL REQUESTS</b>	Sandwiches in this category are part of the Lunch and Dinner menu. The firm unit price that must be inserted in the cells below are an additional cost to the menu as a			



	result of the special request.			
• Sandwiches without mayonnaise				
• Sandwiches without eggs				
• Gluten free sandwiches				
• Sandwiches without traces of tree nuts and peanuts				
• Nutritional drink				
• Vegetable juice				
<b>Total per column</b>				
<b>Total of all columns</b>				
* Sandwiches for lunch must be eggs and chicken with variety of white and brown bread.				
** Sandwiches for dinner must be chicken and vegetables with variety of white and brown bread.				

TYPE OF MEAL	Option Year 2			
	0-49 (A)	50-99 (B)	100-499 (C)	500+ (D)
	FIRM UNIT PRICE BASED ON QUANTITIES			
<b>BREAKFAST</b>				
<ul style="list-style-type: none"> <li>• Muffin – various flavors</li> <li>• Juice individual portion - various flavors</li> <li>• Apple (different varieties)</li> </ul>				
<b>LUNCH</b>				
<ul style="list-style-type: none"> <li>• Sandwich* (2 varieties)</li> <li>• Cup of sliced fruit individual portions</li> <li>• Granola bars various flavors</li> </ul>				
<b>DINNER</b>				
<ul style="list-style-type: none"> <li>• Sandwich**(2 varieties)</li> <li>• Drinkable yogurt- individual portion various flavors</li> <li>• Granola bars various flavors</li> </ul>				
<b>SNACKS</b>				
<ul style="list-style-type: none"> <li>• Cookies individual portion or granola bars – Various flavors</li> <li>• Juice individual portion – Various flavors</li> </ul>				



• Milk UHT individual portion – Regular or Chocolate				
• Drinkable yogurt individual portion - Various flavors				
<b>SPECIAL REQUESTS</b>	Sandwiches in this category are part of the Lunch and Dinner menu. The firm unit price that must be inserted in the cells below are an additional cost to the menu as a result of the special request.			
• Sandwiches without mayonnaise				
• Sandwiches without eggs				
• Gluten free sandwiches				
• Sandwiches without traces of tree nuts and peanuts				
• Nutritional drink				
• Vegetable juice				
<b>Total per column</b>				
<b>Total of all columns</b>				
* Sandwiches for lunch must be eggs and chicken with variety of white and brown bread.				
** Sandwiches for dinner must be chicken and vegetables with variety of white and brown bread.				



## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **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 Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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](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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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 titled [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.



## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

[2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the contract is from October 9, 2023 until October 8, 2024.

#### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Nathalie Gervais  
Title: Procurement Officer  
Canada Border Services Agency  
Acquisitions Branch



Directorate: CBSA Procurement Division  
Address: 50 Place de la Cité, Sherbrooke, J1H 5K2

Telephone: 819-574-8150  
E-mail address: Nathalie.gervais@cbsa-asfc.gc.ca

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

### 6.5.2 Project Authority

The Project Authority for the Contract is: *will be provided at contract award.*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative

*Will be provided at contract award.*

## 6.6 Proactive Disclosure of Contracts 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price as specified in Annex B - Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

### 6.7.2 Limitation of Price

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



### 6.7.3 Multiple payment

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

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

### 6.8 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show the applicable contract number.
- c. By submitting invoices the Contractor is certifying that the goods and/or services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. All invoices must be submitted using the following method (**only one copy of the invoice should be sent to the Agency**):

Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

[vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

This email address is to be used for submitting invoices and for payment status inquiries.

#### **Direct Deposit:**

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact [ca-ci@cbsa-asfc.gc.ca](mailto:ca-ci@cbsa-asfc.gc.ca) to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

**IMPORTANT NOTE: If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.**

### 6.9 Certifications and Additional Information

#### 6.9.1 Compliance

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

#### 6.9.2 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.

#### **6.10 Applicable Laws**

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

#### **6.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

#### **6.12 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

#### **6.13 G1005C (2016-01-18) Insurance**

No special requirements.



**ANNEX A- STATEMENT OF WORK**

<b>TITLE</b>	Preparation/Delivery of Meals
<b>OBJECTIVE</b>	The Canada Border Services Agency (CBSA) has a requirement for meal preparation services, including delivery, to 339 Guay Road, St-Bernard-de-Lacolle, QC, J0J 1V0.
<b>BACKGROUND</b>	<p>Given the high volume of assylum seekers arriving near the Saint-Bernard-de-Lacolle port of entry (POE), CBSA must ensure that the assylum seekers essential nutritional needs are met.</p> <p>While the CBSA processes assylum seekers on site, they remain on hold at the Lacolle site. Processing times can vary depending on traffic and sometimes, can exceed 24 hours.</p>
<b>SCOPE</b>	The Contractor must prepare and deliver meals and snacks ordered by the CBSA upon request.
<b>TASKS</b>	<p>The Contractor must:</p> <p>Prepare and deliver meals, upon request, to Saint-Bernard-de-Lacolle.</p>
<b>CONSTRAINTS</b>	<p>The Contractor must be flexible to constant changes in customer (CBSA) demands. Request vary by operation.</p> <p><b>Consequently, each order can be reduced or increased from one day to the next.</b></p> <p>The Contractor must be able to meet the short delivery deadlines required by the CBSA. Orders will be sent to the Contractor at least 48 hours in advance. However, it is possible that the CBSA may make a request in less than 24 hours.</p> <p>The Contractor must provide meals that have a "best before date" of at least 10 to 14 days following delivery and 30 days for snacks.</p>
<b>CLIENT SUPPORT</b>	<p>The Contractor must provide a point of contact so that CBSA's on-site logistics manager can contact them to order the required meals and snacks and coordinate deliveries.</p> <p>The point of contact must be bilingual and available 24/7 including weekends. The frequency of weekend orders is approximately once (1) a month.</p>
<b>SCHEDULE AND COSTS</b>	During the term of the contract, CBSA will order the quantity of meals needed based on daily operations.
<b>DELIVERABLES</b>	General information :



	<ul style="list-style-type: none"> <li>• Meals must be delivered in individual containers, 100% recyclable such as paper bags or cardboard boxes in order to facilitate distribution by CBSA on site.</li> <li>• Each meal must be prepared and assembled by the Contractor – with plastic or compostable utensils if available.</li> <li>• Deliveries of the meal bags / boxes to the site must be in washable and reusable containers with lid – with preference for rigid plastic. This is to reduce the use of cardboard. The Contractor must retrieve the empty containers on the next delivery.</li> <li>• Each delivery must be complete within 48 hours.</li> <li>• For special requirements requested by the CBSA, all deliveries must be completed within 24 hours.</li> </ul> <p>The food requirements are :</p> <ul style="list-style-type: none"> <li>• For breakfast, the meal bags / boxes must include a muffin of various flavors, a juice of various flavors, an apple different varieties.</li> <li>• For lunch, the meal bags / boxes must include: an egg or chicken sandwich, variety of white and brown bread, a cup of fruit in individual portion and a granola bar.</li> <li>• For dinner, the meal bags / boxes must include: a chicken or vegetable sandwich, variety of white and brown bread, a bottle of drinkable yogurt various flavors and a granola bar.</li> <li>• Snacks must include juice of various flavors, milk Ultra-High Temperature processing (UHT) regular and chocolate, bottles of drinkable yogurt of various flavors, cookies and granola bars of various flavors. These will be served individually and upon demand.</li> </ul> <p>Special requests :</p> <p>If necessary, upon the CBSA's request, the Contractor must be able to provide:</p> <ul style="list-style-type: none"> <li>• Sandwiches without mayonnaise;</li> <li>• Sandwiches without eggs;</li> <li>• Gluten free sandwiches;</li> <li>• Nutritional drinks (meal replacement portion of 235ml);</li> <li>• Vegetable juice (individual portion of 156ml);</li> <li>• Complete meals without traces of tree nuts or peanuts</li> </ul> <p>* The quantities indicated in gr or ml are the minimum required for food requirements and special requests</p>
<b>LANGUAGE OF WORK</b>	<p>English and French</p> <p>The Contractor must provide services in Canada's both official languages.</p>
<b>TRAVEL</b>	<p>The CBSA will not reimburse any travel costs.</p>



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<b>LOCATION OF WORK</b>	Meals and snacks must be delivered to:  Canada Border Services Agency CBSA loading dock 339, Guay Road Saint-Bernard de Lacolle, QC J0J 1V0
<b>SECURITY CRITERIA</b>	There are no security requirements. The Contractor must be escorted at all times while delivering meals on site.



**ANNEX "B"- BASIS OF PAYMENT**

TYPE OF MEAL	INITIAL CONTRACT PERIOD			
	0-49 (A)	50-99 (B)	100-499 (C)	500+ (D)
	FIRM UNIT PRICE BASED ON QUANTITIES			
<b>BREAKFAST</b> <ul style="list-style-type: none"> <li>Muffin – various flavors</li> <li>Juice individual portion - various flavors</li> <li>Apple (different varieties)</li> </ul>				
<b>LUNCH</b> <ul style="list-style-type: none"> <li>Sandwich* (2 varieties)</li> <li>Cup of sliced fruit individual portions</li> <li>Granola bars various flavors</li> </ul>				
<b>DINNER</b> <ul style="list-style-type: none"> <li>Sandwich**(2 varieties)</li> <li>Drinkable yogurt-individual portion various flavors</li> <li>Granola bars various flavors</li> </ul>				
<b>SNACKS</b>				
<ul style="list-style-type: none"> <li>Cookies individual portion or granola bars – Various flavors</li> </ul>				
<ul style="list-style-type: none"> <li>Juice individual portion – Various flavors</li> </ul>				
<ul style="list-style-type: none"> <li>Milk UHT individual portion – Regular or Chocolate</li> </ul>				
<ul style="list-style-type: none"> <li>Drinkable yogurt individual portion - Various flavors</li> </ul>				
<b>SPECIAL REQUESTS</b>	Sandwiches in this category are part of the Lunch and Dinner menu. The firm unit price that must be inserted in the cells below are an additional cost to the menu as a result of the special request.			
<ul style="list-style-type: none"> <li>Sandwiches without mayonnaise</li> </ul>				
<ul style="list-style-type: none"> <li>Sandwiches without eggs</li> </ul>				
<ul style="list-style-type: none"> <li>Gluten free sandwiches</li> </ul>				
<ul style="list-style-type: none"> <li>Sandwiches without</li> </ul>				



traces of tree nuts and peanuts				
• Nutritional drink				
• Vegetable juice				
<b>Total per column</b>				
<b>Total of all columns</b>				
* Sandwiches for lunch must be eggs and chicken with variety of white and brown bread.				
** Sandwiches for dinner must be chicken and vegetables with variety of white and brown bread.				

TYPE OF MEAL	Option Year 1			
	0-49 (A)	50-99 (B)	100-499 (C)	500+ (D)
	FIRM UNIT PRICE BASED ON QUANTITIES			
<b>BREAKFAST</b>				
<ul style="list-style-type: none"> <li>• Muffin – various flavors</li> <li>• Juice individual portion - various flavors</li> <li>• Apple (different varieties)</li> </ul>				
<b>LUNCH</b>				
<ul style="list-style-type: none"> <li>• Sandwich* (2 varieties)</li> <li>• Cup of sliced fruit individual portions</li> <li>• Granola bars various flavors</li> </ul>				
<b>DINNER</b>				
<ul style="list-style-type: none"> <li>• Sandwich**(2 varieties)</li> <li>• Drinkable yogurt-individual portion various flavors</li> <li>• Granola bars various flavors</li> </ul>				
<b>SNACKS</b>				
<ul style="list-style-type: none"> <li>• Cookies individual portion or granola bars – Various flavors</li> </ul>				
<ul style="list-style-type: none"> <li>• Juice individual portion – Various flavors</li> </ul>				
<ul style="list-style-type: none"> <li>• Milk UHT individual portion – Regular or Chocolate</li> </ul>				
<ul style="list-style-type: none"> <li>• Drinkable yogurt individual portion - Various flavors</li> </ul>				
<b>SPECIAL REQUESTS</b>	Sandwiches in this category are part of the Lunch and Dinner menu. The firm unit			



	price that must be inserted in the cells below are an additional cost to the menu as a result of the special request.			
• Sandwiches without mayonnaise				
• Sandwiches without eggs				
• Gluten free sandwiches				
• Sandwiches without traces of tree nuts and peanuts				
• Nutritional drink				
• Vegetable juice				
<b>Total per column</b>				
<b>Total of all columns</b>				
* Sandwiches for lunch must be eggs and chicken with variety of white and brown bread.				
** Sandwiches for dinner must be chicken and vegetables with variety of white and brown bread.				

TYPE OF MEAL	Option Year 2			
	0-49 (A)	50-99 (B)	100-499 (C)	500+ (D)
	FIRM UNIT PRICE BASED ON QUANTITIES			
<b>BREAKFAST</b>				
<ul style="list-style-type: none"> <li>• Muffin – various flavors</li> <li>• Juice individual portion - various flavors</li> <li>• Apple (different varieties)</li> </ul>				
<b>LUNCH</b>				
<ul style="list-style-type: none"> <li>• Sandwich* (2 varieties)</li> <li>• Cup of sliced fruit individual portions</li> <li>• Granola bars various flavors</li> </ul>				
<b>DINNER</b>				
<ul style="list-style-type: none"> <li>• Sandwich**(2 varieties)</li> <li>• Drinkable yogurt- individual portion various flavors</li> <li>• Granola bars various flavors</li> </ul>				
<b>SNACKS</b>				
<ul style="list-style-type: none"> <li>• Cookies individual portion or granola bars – Various flavors</li> <li>• Juice individual portion</li> </ul>				



– Various flavors				
• Milk UHT individual portion – Regular or Chocolate				
• Drinkable yogurt individual portion - Various flavors				
<b>SPECIAL REQUESTS</b>	Sandwiches in this category are part of the Lunch and Dinner menu. The firm unit price that must be inserted in the cells below are an additional cost to the menu as a result of the special request.			
• Sandwiches without mayonnaise				
• Sandwiches without eggs				
• Gluten free sandwiches				
• Sandwiches without traces of tree nuts and peanuts				
• Nutritional drink				
• Vegetable juice				
<b>Total per column</b>				
<b>Total of all columns</b>				
* Sandwiches for lunch must be eggs and chicken with variety of white and brown bread.				
** Sandwiches for dinner must be chicken and vegetables with variety of white and brown bread.				





## ANNEX "C" to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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)