

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Public Works and Government Services / Travaux  
publics et services gouvernementaux**  
**Kingston Procurement**  
**Des Acquisitions Kingston**  
**86 Clarence Street, 2nd floor**  
**Kingston**  
**Ontario**  
**K7L 1X3**  
**Bid Fax: (613) 545-8067**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Food Services Support	
<b>Solicitation No. - N° de l'invitation</b> W0125-14WFS1/A	<b>Date</b> 2013-08-03
<b>Client Reference No. - N° de référence du client</b> W0125-14-WFS1	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-650-6155	
<b>File No. - N° de dossier</b> KIN-2-38303 (650)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-09-16</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Rombough, Lori	<b>Buyer Id - Id de l'acheteur</b> kin650
<b>Telephone No. - N° de téléphone</b> (613) 545-8061 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Department of National Defence Canadian Forces Base Trenton Wing Food Service	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services / Travaux publics et  
services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

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

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with this solicitation.

### 2. Statement of Work

A Contractor is required to provide food services support personnel, specifically line cooks, short order cooks, kitchen helpers, cleaners, warehouse support, and a contract coordinator for the Department of National Defence (DND), Canadian Forces Base (CFB) 8 Wing located in Trenton, Ontario.

The Work is to be performed during the period of 01 October 2013 to 30 September 2016. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to TWO additional ONE-year periods under the same conditions.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP) and the Agreement on Internal Trade (AIT).

### 3. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. **The site visit will be held on 28 August 2013, at 1330 hrs, Yukon Galley, 75 Yukon Street, Astra, ON.**

Bidders are requested to communicate with the Contracting Authority **3** days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

### 4. Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 (2013-06-01) 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: sixty (60) days

Insert: one hundred & twenty (120) days

## 2. Submission of Bids

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

## 3. Former Public Servant – Competitive Requirements

Contracts awarded to 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 with FPS, bidders must provide the information required below before contract award.

### 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 FPS 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.

### 4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

### 5. Applicable Laws

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

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.

### 6. Ontario Labour Legislation

1. In accordance with the requirements of section 77(1) of the [Employment Standards Act](#), 2000, S.O. 2000, c. 41, the following information concerning each employee of the previous supplier providing services at the premises is attached:
  - a. the employee's job classification or job description;
  - b. the wage rate actually paid to the employee;
  - c. a description of the benefits, if any, provided to the employee including the cost of each benefit and the benefit period to which the cost relates;
  - d. the number of hours that the employee works in a regular work day and in a regular work week, or if the employee's hours of work vary from week to week, the number of the employee's non-overtime hours for each week that the employee worked during the thirteen (13) weeks before the date of the request for information;
  - e. the date on which the employer hired the employee;

- f. any period of employment attributed to the employer under section 10 of the Act;
  - g. the number of weeks that the employee worked at the premises during the twenty-six (26) weeks before the request date. The 26-week period must be calculated without including any period during which the provision of services at the premises was temporarily discontinued, or during which the employee was on leave of absence under Part XIV of the Act;
  - h. a statement indicating whether either of the following subparagraphs applies to the employee:
    - i) The employee's work, before the request date, included the provision of services at the premises, but the employee did not perform his or her job duties primarily at those premises during the thirteen (13) weeks before the request date.
    - ii) The employee's work included the provision of services at the premises, but the employee was not actively at work immediately before the request date, and did not perform his or her job duties primarily at the premises during the most recent thirteen (13) weeks of active employment.
2. The name, residential address and telephone number of each employee as they appear in the previous employer's records will be provided to the successful Bidder after contract award.
3. In addition to the above information, a copy of either the collective agreement, union certificate, or pending union application(s) regarding these employees at the premises is also attached, if applicable.
4. Bidders must use the information referred to in subparagraphs 1.(a) to 1.(h) and paragraph 3 (if applicable) only for the purposes of preparing their bids and complying with the Act. Bidders must not disclose such information except as may be authorized by Canada in writing.
5. The enclosed information concerning the employees of the previous employer providing services at the premises has been received from the previous employer and Canada does not warrant its accuracy or completeness. Canada will not be responsible for any damage or loss which may result from use of or reliance upon any of this information.
6. Bidders who require clarification or further information may contact: the Contracting Authority.

Position	Hourly Rate	Benefits	Hrs/Day	Hire Date	#wks Worked /26
Line Cook	\$11.75 & \$14.75	Stat Holiday- Only	6	June 30,2008	26
Line Cook	\$11.75 & \$14.75	Stat Holiday- Only	6	Feb 3, 2010	26
Line Cook	\$ 11.75	Stat Holiday- Only	6	April 25, 2013	8
Line Cook	\$11.75 & \$14.75	Stat Holiday- Only	6	Jan 27,2010	25
Line Cook	\$11.75 & \$14.75	Stat Holiday- Only	6	May 30,2012	26
Line Cook	\$ 14.75	Stat Holiday- Only	6	July 10, 2006	7
Line Cook	\$ 11.75	Stat Holiday- Only	6	June 18, 2012	26
Cleaner	\$ 10.50	Stat Holiday- Only	6	Jan 24,2005	26

Position	Hourly Rate	Benefits	Hrs/Day	Hire Date	#wks Worked /26
Kitchen Helper	\$ 10.50	Stat Holiday- Only	6	May 4, 2009	26
Kitchen Helper	\$ 10.50	Stat Holiday- Only	6	Mar 28, 2012	26
Kitchen Helper	\$ 10.50	Stat Holiday- Only	6	April 30,2013	3
Kitchen Helper	\$ 10.50	Stat Holiday- Only	6	July 6, 2007	7
Kitchen Helper	\$ 10.50	Stat Holiday- Only	6	July 12, 2007	26
Kitchen Helper	\$ 10.50	Stat Holiday- Only	6	June 4, 2009	10
Kitchen Helper	\$ 10.50	Stat Holiday- Only	6	Dec 10, 2010	19
Kitchen Helper	\$ 10.50	Stat Holiday- Only	6	June 10, 2011	23
Kitchen Helper	\$ 10.50	Stat Holiday- Only	6	May 17, 2000	18
Kitchen Helper	\$ 10.50	Stat Holiday- Only	6	May 10, 1996	10

### PART 3 - BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### Section I: Technical Bid

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

### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

ITEM	MANDATORY CRITERIA	PROPOSAL REFERENCE
M1	<b>Bidding Firm</b>	
M1a	<p>The Bidder must have a <b>minimum of three (3) years continual experience</b> (within 5 years from the RFP's closing date) in the provision of food services resources.</p> <p>The Bidder must demonstrate compliance through submission of document(s) such as a company profile or summary statement or narrative or letter of reference.</p>	
M1b	<p>The Bidder must demonstrate it is capable of providing the Resources as described in the Statement of Work.</p> <p>The Bidder must demonstrate compliance through submission of document(s) such as a company profile or summary statement or narrative or letter of reference</p>	
M1c	<p>The Bidder must have provided <b>similar</b> services to Clients in the Public or the Private Sector: "<b>Similar</b>" means provision of the same type and number of resources.</p> <p>Evidence of the bidder's experience on <b>at least one project or contract (minimum duration of 1 year)</b>, during the last 3 years, must be addressed in a summary statement or narrative or Company Profile which details the following:</p> <ul style="list-style-type: none"> <li>- Name, location and description of services provided;</li> <li>- Length of service.</li> <li>- Type(s) of resources</li> <li>- Average number of resources / day</li> </ul>	



ITEM	MANDATORY CRITERIA	PROPOSAL REFERENCE
	- Client contact names and telephone numbers	
M2	<p><b><u>Coordinator</u></b>            The Bidder must provide for the proposed coordinator a detailed resume that clearly demonstrates the following experience:</p> <ul style="list-style-type: none"> <li>- A minimum of three (3) years experience within the last ten (10) years in the field of personnel management and a demonstrated ability to recruit, coordinate, assign, train and supervise personnel;</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>- A minimum of two (2) years of experience with institutional food services facilities within the last ten (10) years.</li> </ul>	
M3	<p><b><u>Line cooks</u></b>            The Bidder must provide detailed resumes for two (2) proposed personnel. The resumes will clearly demonstrate how the resource meets the following :</p> <ul style="list-style-type: none"> <li>- A post-secondary school level vocational certificate in cooking, consisting of a minimum of one thousand three hundred fifty (1,350) hours, from a recognized institution;</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>- At least three (3) years of experience in an institutional kitchen setting.</li> </ul>	
M4	<p><b><u>Short order cook</u></b>            The Bidder must provide, a detailed resume for one (1) proposed personnel that clearly demonstrates how the resource meets the following:</p> <ul style="list-style-type: none"> <li>- Resource is a registered apprentice cook;</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>- At least six (6) months experience working as a short order cook.</li> </ul>	

### 1.1.2 Point Rated Technical Criteria

	BREAKDOWN OF POINTS	Maximum Available Points
P1	Recruitment and Retention of Personnel	40
P2	Qualifications and Experience of Coordinator	10
P3	Education and Experience of TWO (2) proposed line cooks	15
Total Points		65
Minimum Overall Pass Mark - (60% of Total)		39

#### P1. Recruitment and Retention of Personnel

The Bidder should demonstrate how they will find, recruit and maintain personnel. It is highly desirable for the Bidder to have a low level of personnel turnover and a work environment that will promote high productivity and job satisfaction.

##### P1a. Recruitment (Maximum 16 points):

- 3 points - health insurance
- 3 points - pension plan
- 3 points - paid sick days and holidays
- 3 points - profit sharing
- 2 points - development programs
- 2 points - educational initiatives

and

##### P1b. Retention of Personnel (Maximum 15 points):

- 0 points - more than 40% replacements per year
- 5 points - 25% - 39% replacements per year
- 10 points - 11% - 24% replacements per year
- 15 points - 0% - 10% replacements per year

and

##### P1c. Issues Resolution Procedure (Maximum 9 points):

3 points –Effective process in place for monitoring actions of the Bidder's personnel such as attendance

3 points - Effective process in place to establish a rapport with clients and their preparedness to provide the required services. Process in place to prepare for provision of the required services

3 points – Effective process in place demonstrating remedial action plans to address shortfalls by their personnel in these areas

**P2. Qualifications and Experience of Proposed Contractor's Coordinator**

Evaluation will be carried out based on the formal education and the experience of the proposed coordinator in Administration or Human Resource Management

**P2a. Academic (Maximum 5 points):**

Baccalaureate Degree specialized as above - 5 points  
Community College Diploma as specialized above – 3 points  
Community College – 1 point

and

**P2b. Experience - Number of years experience in the field of personnel management (Maximum 5 points):**

Between 3 and 4 years – 1 point  
4+ to 5 years – 2 points  
5+ to 6 years – 3 points  
6+ to 7 years – 4 points  
7+ years – 5 points

**P3. Education and Experience of TWO (2) proposed line cooks**

Each proposed personnel will be evaluated separately and the average score will be calculated.

Example: Line cook #1 = 15 points & line cook #2 = 8. Average = 11.5

**P3a. Academic (Maximum 5 points)**

Community College Diploma or Specialized schooling – 5 points  
Community College Certificate – 3 points  
Grade 12 Completed – 1 point

and

**P3b. Qualifications (Maximum 5 points)**

- a. Designation or Certification maintained (ex Red Seal, Provincial Cooks' qualification Papers)

1 point per designation or certification – maximum 2 points

**Or**

If Red Seal – 2 points

- b. Other Specialized training taken in the Food Industry field (seminars, workshops, courses)

1 point per training – maximum 3 points

and

**P3c. Experience: Years of experience in providing food services in an institutional kitchen setting (Maximum 5 points)**

3+ to 3.5 year – 1 point  
3.5+ to 4 years – 2 points  
4+ to 4.5 years – 3 points  
4.5+ to 5 years – 4 points  
Over 5 yrs – 5 points

## **1.2 Financial Evaluation**

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

(a) To be responsive the Bidder must:

- 1) Provide unit pricing for all items in the Basis of Payment, including option years, in Annex "B"; and
- 2) Not alter the format of the Basis of Payment in Annex "B".

(b) The Bidder's unit pricing will be multiplied by the usages to calculate the extended pricing.

The extended pricing for all pricing periods will be added to calculate the Bidder's total evaluated price.

## **2. Basis of Selection – Minimum Point Rating**

1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 39 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 65 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

## **1. Mandatory Certifications Required Precedent to Contract Award**

### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

## **1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - 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 [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.

## **2. Additional Certifications Precedent to Contract Award**

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

### **2.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

### **2.2 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with this solicitation.

### 2. Statement of Work

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

#### 2.1 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. The Work described in the Task Authorization must be in accordance with the scope of the Contract.

#### 2.2 Task Authorization Process:

1. The Project Authority (PA) will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form".
2. The Task Authorization 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 Task Authorization will also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must provide the PA, within 3 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 Task Authorization authorized by the PA has been received by the Contractor. The Contractor acknowledges that any Work performed before a copy signed by the PA has been received, will be done at the Contractor's own risk.

#### 2.3 Task Authorization Limit

The PA may authorize individual task authorizations up to a limit of \$25,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the PA and Contracting Authority before issuance.

**2.4 Canada's Obligation - Portion of the Work - Task Authorizations** Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

**2.5 Task Authorization - Department of National Defence** The administration of the Task Authorization process will be carried out by the Project Authority. This process includes monitoring, controlling and reporting on expenditures of the Contract with task authorizations to the Contracting Authority.

#### 2.6 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. 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 an annual basis to the Contracting Authority.

The data must be submitted to the Contracting Authority no later than 30 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, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, 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 (exclusive of Applicable Taxes) 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, exclusive of Applicable Taxes, expended to date against all authorized TAs.

### **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.

#### **3.1 General Conditions**

2010C (2013-06-27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

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

#### **4.1 Period of the Contract**

The Work is to be performed during the period of 01 October 2013 to 30 September 2016.

#### **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 additional ONE-year 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 the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

The Contracting Authority for the Contract is:

Lori Rombough  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
86 Clarence St., 2nd Floor  
Kingston, Ontario  
K7L 1X3

Telephone: 613-545-8061

Facsimile: 613-545-8067

E-mail address: lori.rombough@pwgsc.gc.ca

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

### 5.2 Project Authority *(To be completed at time of Contract Award by PWGSC)*

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

### 5.3 Contractor's Representative

**Name:**

**Telephone #:**

**Email:**

## 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 7. Payment

### 7.1 Basis of Payment – Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$\_\_\_\_\_ *(To be completed at time of Contract Award by PWGSC)*. Customs duties are included and Applicable Taxes are extra.



## **7.2 Limitation of Expenditure**

- (1) Canada's total liability to the Contractor under the Contract must not exceed \$ (to be inserted at time of Contract award). Customs duties are included and Applicable Taxes are extra.
- (2) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any Work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the Contract expiry date, or
  - c. as soon as the Contractor considers that the Contract funds provided are inadequate for the completion of the Work,
  - d. whichever comes first.

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.

## **7.3 Liquidated Damages**

1. If the Contractor fails to perform the services within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of all costs incurred for DND to find a replacement. The total amount of the liquidated damages must not exceed 5 percent of the contract price.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

## **7.4 Monthly Payments**

SACC Manual Clause H1008C (2008-05-12) Monthly Payments

## **7.6 Time Verification**

SACC Manual Clause C0711C (2008-05-12) Time Verification

## **7.7 SACC Manual Clause**

SACC Manual Clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

## **8. 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 time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
- a. The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **9. Certifications**

### **9.1 Compliance**

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

### **9.2 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 HRSDC-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 HRSDC will constitute the Contractor in default as per the terms of the Contract.

## **10. Applicable Laws**

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

## **11. Transition Period**

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 1 month under the same conditions to ensure the required transition. 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.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 10 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

## 12. 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 general conditions 2010C General Conditions – Services (Medium Complexity) (2013-06-27);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Federal Contractors Program for Employment Equity – certification; and
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated (***To be completed at time of Contract Award by PWGSC***)

## 13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in 13.1. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 13.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a Contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

- e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

#### **14. SACC Manual Clauses**

SACC Manual Clause A9062C (2011-05-16) [Canadian Forces Site Regulations](#)

SACC Manual Clause A0075C (2010-01-11) [Ontario Labour Legislation](#)

## **ANNEX "A" - STATEMENT OF WORK**

### **1. Overview**

A Contractor is required to provide food services support personnel, specifically line cooks, short order cooks, kitchen helpers, cleaners, warehouse support, and a contract coordinator for the Department of National Defence (DND), Canadian Forces Base (CFB) 8 Wing located in Trenton, Ontario.

Food services support personnel will be involved in the preparation of food, serving meals, receiving or shipping to/from the storeroom and providing cleaning duties in the kitchen or dining areas

The intent of this contract is to supplement the current CF food services workforce comprised of members of the Canadian Forces, Public servants and Non Publicly Funded employees.

### **2. Work Sites**

Service will be provided in the following DND kitchens:

2.1 Yukon Galley, 75 Yukon Street, Astra, ON (majority of services are required here)

2.2 Warrant Officer/Sergeants' Mess, 106 Yukon Street, Astra, ON

2.3 Officers' Mess, 182 Yukon Street, Astra, ON

### **3. Language of Work**

The Contractor must provide resources that are capable of fluently expressing themselves in English.

### **4. Reference Document**

4.1 Food Safety Code of Practice for Canada's Foodservice Industry (Canadian Restaurant and Foodservices Association)

### **5. Resource Requirements**

#### **5.1 Coordinator**

5.1.1 The Contractor must provide the services of a Coordinator to be available during all hours of kitchen operation. The Coordinator will be responsible for acting on behalf of the Contractor, ensuring the smooth conduct of operations and compliance with deadlines including liaising with the PA. The services of the Coordinator will be considered as part of the overhead for this contract and will not be included as a category of personnel.

5.1.2 For most of the year, the Coordinator must be on site a minimum of one (1) half-day per week to pass information to the resources regarding any DND updates and changes that may affect the scheduled work. During the Cadet Camp period, which typically starts the 1<sup>st</sup> week of July and ends in the middle of August, the Coordinator must be on site a minimum of three (3) half-days per week.

5.1.3 The Coordinator must be available within 2 hours of notification by the PA and be prepared to appear on site during any incident where a Contractor representative is required to oversee its resources.

5.1.4 The Contractor must provide the Coordinator name(s), telephone number(s) and email address(es) to the PA.

**5.1.5 Minimum Qualifications.** At a minimum, the Coordinator must have:

- a. A minimum of three (3) years experience within the last ten (10) years in the field of personnel management and a demonstrated ability to recruit, coordinate, assign, train and supervise personnel; and
- b. A minimum of two (2) years of experience with institutional food services facilities within the last ten (10) years.

**5.2 Line Cook, Short Order Cook, Kitchen Helper, Cleaner and Warehouse Clerk (Material Handler)**

The Contractor must supply resources to meet the requirements and perform the duties set out in Annex A1.

**5.3 Schedule of Services**

5.3.1 Estimated Requirement: The estimated quantity and category of resources required on a daily and on an 'as and when requested' basis are as follows:

**5.3.2 DAILY SERVICE - ESTIMATED NUMBER OF PERSONS REQUIRED BY RESOURCE CATEGORY**

RESOURCE CATEGORY	General Daily Service			TACTC Cadet Camp		
	# of people	# of days per year	# of hrs per day*	# of people	# of days per year	# of hrs per day*
KITCHEN HELPER	5	261	7.5 hours	9	49	8 hours
KITCHEN HELPER	3	261	4 hours			
CLEANER	2	360	6 hours			
LINE COOK	2	261	7.5 hours	4	49	8 hours
SHORT ORDER COOK				3	49	8 hours
WAREHOUSE CLERK	1	104	7 hours	1	49	8 hours

\*The hours per day reflect the actual hours worked and do not include break(s).

**5.3.3 ESTIMATED SURGE, Special Events and Extraordinary Circumstances (AS AND WHEN REQUESTED REQUIREMENTS)**

The following estimated SURGE is provided as information only. As a minimum, sufficient resources must be available to fulfill these requirements.

Resources may be required for major events (Air Show) or extraordinary circumstances/disaster, as and when requested by use of a Task Authorization.

LABOUR CATEGORY	Air Force Support (AFSC)		
	Estimated As and When Requested Service to be available		
	# of people	# of days per year	# of hrs per day*
KITCHEN HELPER	9	30	8 hours
CLEANER	1	30	8 hours
LINE COOK	4	30	8 hours
SHORT ORDER COOK	3	30	8 hours
WAREHOUSE CLERK	1	30	8 hours

\* The hours per day and per week reflect the average actual hours to be worked (subject to change) and do not include break(s).

5.3.4 Kitchen Hours: Services will be required between 0530 hrs and 1930 hrs, daily. Services are required daily, year-round, with the exception of the Christmas break (normally from 15 December to 10 January).

5.3.5 Schedule Notification: The schedule of each shift may vary depending on the work site and time of year. The Project Authority (PA) will normally inform the Contract Coordinator seven (7) days in advance of the requirements. However, in order to meet critical operational demands, advance notice may be shorter (eg. three (3) hours notice).

5.3.6 Schedule Changes: Whenever possible, the PA will advise the Contractor of any change to the schedule with seven (7) days advance notice, but the schedule may be subject to change on a daily basis due to operational requirements.

**EXAMPLE:** on Monday, October 7<sup>th</sup> the PA will notify the Contractor, in writing, as to the number of staff required for the period from Monday, October 14<sup>th</sup> to Sunday, October 20<sup>th</sup>.

## 6. Availability of the Contractor and Resources

The Contractor must provide the PA with contact information that ensures the Contractor can be reached twenty-four hours a day, seven days per week.

## 7. Resource Availability On-site

The Contractor must ensure that the resources are on-site and ready to work on time, in accordance with each scheduled work shift.

## 8. Assignment and Replacement of Resources

8.1 The Contractor must provide a replacement for any resource who:

- is unable to provide services as required and scheduled;
- fails to comply with DND's food services and hygiene and sanitation directives or orders in effect.

8.2 Depending on the confirmed requirements and the instructions of the PA, the Contractor must replace his resources no later than two (2) hours before being notified that a resource has left during scheduled working hours.

8.3 If a requirement cannot be fulfilled, the Contractor will notify the PA in writing. This notification must be received within two hours of failing to meet the requirement. The PA will file

the notices and if the Contractor repeatedly display negligence, carelessness or abuse in failing to meet the requirement set out in this document, a "Notice of Non-Compliance" (see Annex A2) **must be** initiated by the PA, and forwarded to the PWGSC Contracting Authority.

## **9. Contractor's Failure to Provide Resources**

9.1 In circumstances where the PA provides more than 24 hours advance notice of a requirement and the Contractor is unable to provide or replace resource(s), the Contractor must be financially responsible for all costs incurred for DND to find a replacement. This may include the DND military or civilian overtime costs, travel costs of personnel and any other costs incurred by DND to provide a replacement. The amount of damages calculated by DND will be deducted from the next invoice after the Contractor failure to provide resource(s).

9.2 If the Contractor requires an individual to work more than the regular hours the Contractor will be responsible to pay for any overtime incurred.

9.3 In the event that a resource employed by the Contractor repeatedly display negligence, carelessness or abuse in failing to meet the requirements set out in this document, a "Unsatisfactory Performance Report" must be initiated by the PA, and forwarded to the PWGSC Contracting Authority.

9.4 A resource who has received three (3) unsatisfactory performance reports will not be assigned to any other work in DND kitchens.

## **10. Resource Training and Requirements**

Prior to commencement of services, the Contractor must ensure each resource has received the following minimum training and orientation:

- General explanation of the individual's duties and assignment.
- Explanation of the operation of kitchen equipment with the assistance of a qualified individual and of the safety procedures to be followed when using and cleaning it.
- Explanation of the production sheet and compliance with prescribed portions in the presence of a qualified individual. No changes to recipes are authorized without the approval of the kitchen's Team Leader.
- Basic training on the WHMIS (Workplace Hazardous Materials Information System) program. The minimum length of training required varies according to the duties of each resource and the number of materials with which he or she is in daily contact. In each case, the Contractor must ensure that the resource has received the appropriate training.
- The applicable provisions of the Canada Labor Code, in order to ensure that work procedures are carried out in complete safety. Including, but not limited to the reporting, to the Coordinator, of any hygiene and safety problems encountered in the performance of his or her duties, with a view to preventing accidents, injuries, infestations and the transmission of disease;
- Explanation of the procedure in the event of an accident and first aid procedures.
- Explanation of the procedure in the event of fire and location of alarms, fire protection and firefighting equipment.
- Location of the notice board where local directives on safety are posted.



- The Food Safety Code of Practice published by the Canadian Restaurant and Foodservices Association (CRFA);
- The policy of the federal government and of DND regarding harassment in the workplace
- Explanation of the rules and principles of hygiene.
- Explanation of the Contractor's time monitoring methodology and work schedules.
- Visit to and familiarization with the premises and introduction to the PA and other DND personnel and/or co-workers.
- Explanation of the context, organization and line of reporting (immediate supervisor, etc)
- Explanation of the policy on parking visits and use of the telephone.

#### **11. Certification of Compliance**

11.1 Prior to commencement of services, the PA must receive proof the resource has received the aforementioned training and orientation.

11.2 Within twenty-four (24) hours of request by the PA, the Contractor must provide all relevant information confirming the resources have all minimum required qualifications.

11.3 The PA reserves the right to request, from the Contractor, any resume for any resource.

#### **12. Dress**

12.1 The Contractor must ensure that the resources are properly and appropriately dressed. DND requires all food service support staff to respect the following:

- Underwear must be out of sight;
- T-shirts must not be worn; and
- Jeans must not be worn.

12.2 Resources assigned to meal preparation and service must wear:

- a white cotton uniform (white pants and shirt/blouse, with no lettering, symbols or designs), as normally used for food services (supplied by DND);
- a hat and hairnet (supplied by DND); and
- a white apron (supplied by DND).

12.3 Personnel assigned to the dining rooms must wear:

- black pants or skirt (traditional, knee-length) and a white shirt/blouse;
- Socks or nylon stockings at all times

12.4 The Contractor must ensure that each resource wears the standard footwear required in the food service industry.

12.5 The Contractor must ensure any resources assigned as a warehouse clerk wears steel toed footwear.

### **13. Time Sheets**

13.1 The Contractor must provide an effective system for monitoring the hours of work performed by his resources. The system must provide detailed reports of the hours worked by each resource on a daily, weekly and monthly basis.

13.2 The PA may at any time request a report from the Contractor in order to verify the hours of work performed by any resource,

13.3 A copy of the time sheets must be submitted with the monthly invoice for the purpose of verifying the hours worked.

### **14. Facilities and Equipment Supplied by DND**

14.1 DND will provide office space to the Contractor for occasional counseling of their personnel. Included in this space will be:

- a. One (1) standard work table or desk;
- b. One office chair; and
- c. One chair for visitors.

## **ANNEX A1 – RESOURCE REQUIREMENTS**

### **General**

At all times, every resource must:

- Greet and serve customers in a courteous and polite manner.
- Listen to customer suggestions and complaints and forward them to the Coordinator;
- Report any irregularities related to hygiene and safety to the Coordinator, in order to prevent accidents, injuries, infestations or the transmission of diseases;

**Communicable Diseases:** No resource who is known to be infected with a disease likely to be transmitted through food, or showing symptoms of such disease, is to be permitted to work in the kitchens. The Contractor is required to report to the PA when any resource handling food is suffering from a communicable disease or from symptoms which may be indicative of a communicable disease. Such symptoms could include, but not limited to, jaundice, diarrhea, vomiting, fever, sore throat with fever, visibly infected skin lesions, and discharge from the ears, eyes or nose. Proof of a clean bill of health must be provided to the PA before the resource(s) will be allowed to return to work in the kitchens.

### **A1. LINE COOK**

#### **A1.1 At a minimum, the following services must be provided:**

1. If requested, adapt recipes to adjust to fluctuations in the number of customers;
2. Cook, roast, broil and fry a variety of foods;
3. Prepare soups, sauces, gravies and casseroles, etc;
4. Prepare desserts;
5. Cut and slice meat;
6. Prepare salads and vegetables;
7. Prepare box lunches, sandwiches and fish;
8. Prepare meal portions as well as cafeteria, food fair, table and buffet type services;
9. Prepare decorative dishes for special occasions;
10. Clean cooking utensils and accessories, equipment, materials and the workplace in general;
11. Use commercial fryers and steamers, compartmentalized steam heated tables, conventional steamers, meat-cutters, mixers, grills, rotisseries, stove-tops, etc;
12. Use, clean and make minor adjustments to the blades of meat cutters, vegetable choppers and food mills;
13. Ensure the use of correct products or soaps for cleaning kitchen equipment and accessories (steamers, ovens, microwave ovens, conventional steamers, refrigerators etc.) as well as determine the timing for wiping, washing and rinsing floor surfaces.

14. Receive, transport and store food and non-food products;
15. Use a trolley to transport large quantities of food from the refrigerators to the ovens, etc;
16. Share information with DND personnel;
17. Request direction if a menu item is to be substituted;

#### **A1.2 Minimum Qualifications**

At a minimum, all line cooks must have:

A post-secondary school level vocational certificate in cooking, consisting of a minimum of one thousand three hundred fifty (1,350) hours, from a recognized institution,

#### **OR**

At least three (3) years of experience in an institutional kitchen setting

## **A2. SHORT ORDER COOK**

### **A2.1 At a minimum, the following services must be provided:**

1. Participate in the preparation and serving of meals, e.g. simple cooked dishes, desserts, lunches, box lunches and salads;
2. Clean the kitchen, dining rooms, service area, reception and storage areas and equipment;
3. Peel and cut vegetables and fruits;
4. Prepare sandwiches and drinks;
5. Assemble the foods needed for the preparation of a dish;
6. Perform basic cooking of such dishes as potatoes, pasta, vegetables, pancakes and french toast. Cooking food quickly on the hot plate (e.g., steak, eggs) and frying prepared foods (e.g., french fries, chicken wings, breaded fried chicken);
7. Use commercial fryers and steamers, compartmentalized steam heated tables, conventional steamers, meat-cutters, mixers, grills, rotisseries, stove-tops, etc;
8. Transport food and supplies from the storage areas to the work areas;
9. React efficiently to unexpected or last minute changes to menu items or number of customers;
10. Use food intelligently, efficiently and economically in order to minimize waste;

### **A2.2 Minimum Qualifications**

- a) At a minimum, all short order cooks must have:

A registered apprentice cook;

**OR**

At least six (6) months of experience working as a short order cook

**A3. KITCHEN HELPER**

**A3.1 At a minimum, the following services must be provided:**

1. Take orders from customers, pass them on or carry them out;
2. Serve food to customers by providing either table service, cafeteria service or counter service;
3. Clean the kitchen, dining rooms, reception and storage areas, as well as the equipment, utensils and dishes, food service glassware and floors;
4. Peel and cut vegetables and fruits, prepare sandwiches, salads, box-lunches and drinks;
5. Transport food and supplies from the storage areas to the work areas;
6. React efficiently to unexpected or last minute changes to menu items or number of customers;
7. Use food intelligently, efficiently and economically in order to minimize waste;
8. Use commercial fryers and steamers, compartmentalized steam heated tables, conventional steamers, meat-cutters, mixers, grills, rotisseries, stove-tops, etc;
9. Provide services in all kitchen areas such as the dish room, pot room, deli, ration, flight feeding<sup>1</sup> or salad room

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<sup>1</sup> Flight Feeding is the kitchen used to prepare in-flight and dispersed meals.

#### **A4. CLEANER**

##### **A4.1 At a minimum, the following services must be provided:**

1. Ensure all customer areas are clean and clear of obstructions at all times. Specific areas are:
  - a. Bathroom upstairs and downstairs;
  - b. Entrance to the kitchen (outside and inside)
  - c. Serving area;
  - d. Dining room;
  - e. East side dining room; and
  - f. Patio (during seasonal use).
2. Sweep, mop, scrub and polish floors daily
  - a. Entrances;
  - b. Serving areas including mopping of any spills from customer accidents
  - c. Bathrooms;
3. Vacuum the dining room carpet (as required) and office carpet, once a week.
4. Clean walls and windows, as required.
5. Clean and disinfect kitchen, toilet and bathroom fixtures and floors.
6. Empty and clean ashtrays and waste containers.
7. Clean and shovel areas surrounding the building, such paths and entrance and apply salt to entrances (up to 30 feet away from building).
8. Pick up debris and empty trash containers

**Note: On any given shift, a resource working as a cleaner must not work in any food position.**

## **A5. WAREHOUSE CLERK (MATERIAL HANDLER)**

### **A5.1 At a minimum, the following services must be provided:**

1. Check and record the quantity and quality of products received.
2. Handle fresh produce/perishables.
3. Transport food and supplies from the storage areas to the work areas.
4. Checking laundry items and products when receiving orders. This includes stocktaking, exchanging and shelving items intended for and returned from the laundry.
5. Load, unload and move products and materials by hand or using basic material handling equipment.

### **5.2 Security Requirement - Police Check**

The Contractor must ensure that any resource assigned to provide services under the Warehouse Clerk (Material Handler) requirement has undergone a criminal record check. Documentation confirming that the individual does not have a criminal record will be kept on file by the Contractor and will be made available to the Project Authority within one (1) hour of a request.



**ANNEX A2 - NOTICE OF NON-COMPLIANCE**

Notice of:      Non-compliance by Resource                      Non-compliance by Contractor

Name of Contractor: \_\_\_\_\_

Contractor's Representative: \_\_\_\_\_

Date and Time of Notice: \_\_\_\_\_

Rank and Name of Complainant: \_\_\_\_\_

Kitchen: \_\_\_\_\_

**PWGSC Reference Number:                      W0125-14WFS1/001/KIN / KIN-2-38303**

1.      Reason(s) for Notice (Check as appropriate and give details below)

- ☐ The Contractor was unable to provide the personnel requested.
- ☐ The Contractor failed to provide the personnel requested on time.
- ☐ The Contractor was unable to replace personnel who did not meet the requirements of the contract
- ☐ The Contractor failed to comply with some requirements of the contract
- ☐ The invoices are not in compliance with the terms of the contract
- ☐ The personnel requested arrived late.
- ☐ The personnel requested lacked the appropriate training as specified in the statement of work.
- ☐ The personnel provided, have received three (3) unsatisfactory performance reports
- ☐ The personnel provided failed to meet the established criteria (dress, deportment, etc.)

☐ No response to a letter

☐ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.      Corrective Action Taken

- ☐ Requested resources replaced by DND employees.
- ☐ Acknowledgement of a complaint to the Contractor's coordinator
- ☐ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3.      Remarks (Give details of non-compliance)

Solicitation No. - N° de l'invitation  
W0125-14WFS1/A  
Client Ref. No. - N° de réf. du client  
W0125-14-WFS1

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-2-38303

Buyer ID - Id de l'acheteur  
kin650  
CCC No./N° CCC - FMS No./N° VME

## **ANNEX B - BASIS OF PAYMENT**

### **B1. Pricing Periods:**

Year #1: 01 October 2013 to 30 September 2014

Year #2: 01 October 2014 to 30 September 2015

Year #3: 01 October 2015 to 30 September 2016

Option #1 -Year #4: 01 October 2016 to 30 September 2017

Option #2 -Year #5: 01 October 2017 to 30 September 2018

### **B2. Pricing Instructions:**

Pricing is to be an all inclusive hourly rate per Resource Category, in Canadian Dollars, to perform the services as specified in Annex "A" attached hereto. HST is not to be included in the pricing below and will be show as a separate item on all invoices.

Solicitation No. - N° de l'invitation  
W0125-14WFS1/A  
Client Ref. No. - N° de réf. du client  
W0125-14-WFS1

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-2-38303

Buyer ID - Id de l'acheteur  
kin650  
CCC No./N° CCC - FMS No./N° VME

RESOURCE CATEGORY	Estimated Yearly Usage in hours	Firm Hourly Rates				
		Year #1	Year #2	Year #3	Option #1: Year #4	Option #2: Year #5
KITCHEN HELPER	18,608					
LINE COOK	5,723					
CLEANER	5,280					
SHORT ORDER COOK	1,896					
WAREHOUSE CLERK	1,360					

**ANNEX C**

**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 such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-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 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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 HRSDC-Labour.

**OR**

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-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 HRSDC-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)

DND 626 (01-05)  
7530-21-877-1058

## Instructions for completing DND 626 - Task Authorization

### Contract no.

Enter the PWGSC contract number in full.

### Task no.

Enter the sequential Task number.

### Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

### Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

### Previous value

Enter the previous total dollar amount including taxes.

### To

Name of the contractor.

### Delivery location

Location where the work will be completed, if other than the contractor's location.

### Delivery/Completion date

Completion date for the task.

### for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

### Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

### Cost

The cost of the Task broken out into the individual costed items in **Services**.

### GST/HST

The GST/HST cost as appropriate.

### Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

### Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

### Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

## Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

### N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

### N° de la tâche

Inscrivez le numéro de tâche séquentiel.

### N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

### Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

### Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

### À

Nom de l'entrepreneur.

### Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

### Date de livraison/d'achèvement

Date d'achèvement de la tâche.

### pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

### Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliqueront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

### Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

### TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

### Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

### Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

### Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.