



Foreign Affairs and
International Trade Canada

Affaires étrangères et
Commerce international Canada

TITLE - SUJET

Tokyo Official Residence Head

**RETURN BIDS TO/
RETOURNER LES
SOUMISSIONS À :**

Foreign Affairs and
International Trade
Canada / Affaires
étrangères et
Commerce
international Canada
The Canadian
Embassy, Tokyo,
Japan
7-3-38 Akasaka,
Minato-ku, Tokyo,
Japan
Attention: Hiroko
Kiyonobu

Chef Services

**SOLICITATION NO. -
N°. DE L'INVITATION
60-01048**

DATE
8 October 2013

SOLICITATION CLOSES / L'INVITATION PREND FIN

On 20 November at 14:00 hours Tokyo, Japan Time.

Le 20 Novembre à 14:00h heure Tokyo (Japon).

**REQUEST FOR
PROPOSAL (RFP)**

**Proposal to: Foreign
Affairs and
International Trade
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
therefore.

ADDRESS ENQUIRIES TO – ADRESSER TOUTES QUESTIONS À:
Peggy Miller

TELEPHONE:
613-995-6621

EMAIL - COURRIEL:
PEGGY.MILLER@INTERNATIONAL.GC.CA

DESTINATION OF GOODS/SERVICES-DESTINATION DES BIENS/SERVICES

See Herein / Voir ci-après

**DEMANDE DE
PROPOSITION (DP)**

**Proposition aux:
Affaires étrangères
et commerce
international Canada**
Nous offrons par la

**VENDOR/FIRM NAME AND ADDRESS – RAISON SOCIALE ET ADRESSE DU
FOURNISSEUR/DE L'ENTREPRENEUR**

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).

Telephone No. - N° de téléphone.: Facsimile No. – N° de télécopieur:	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE VENDOR/FIRM NOM ET TITRE DE LA PERSONNE AUTORISÉE À SIGNER AU NOM DU FOURNISSEUR/DE L'ENTREPRENEUR	Corporate Seal
_____ Signature	_____ Date

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1. Purpose of this Request for Proposal (RFP)

The purpose of this RFP is to select a supplier to enter into a contract with DFAIT to provide the services described in the Statement of Work - Appendix "A" attached herein.

2. Proposed Period of Contract

2.1 The work is to be performed from **January 1, 2014** to December **31, 2014**. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date.

2.2 The estimated number of hours worked during the period of the contract is **4,312** hours.

2.3 Option to renew/extend the contract:

The contractor grants to Canada the irrevocable option to extend the contract by **two (2) optional ONE YEAR periods comprising 2156 hours** each under the same terms and conditions. Canada may exercise the option at any time by sending a notice to the Contractor at least thirty (30) calendar days prior to the contract expiry date. The contractor agrees that, during the extended period of the contract, the rates/prices will be in accordance with the provision of this Contract.

3. Security Requirements

3.1 At missions abroad, the Contractor and/or all other personnel involved in the work shall hold a valid personnel security screening level of **RELIABILITY STATUS** for work to be performed in the Mission, Official Residence (OR) or Staff Quarters (SQ). The Contractor and/or all other personnel involved in the work must be properly supervised on the premises of the Mission, OR or SQ. Access to the restricted zones of the Mission may only be granted under the escort and constant supervision of a member of the Canada-based staff (CBS). Failure to obtain the Reliability Status would render the Contract null and void. The minimum security screening level required is granted by the Mission Security Officer or other CBS authorized by the Head of Mission in accordance with the procedures outlined in the Personnel Security Screening Reference Guide for Mission Managers. Missions requesting a security clearance for Contractors to perform work in restricted zones of the Mission or to access classified information/assets must consult with ISR and ISC.

3.2 This document does NOT contain **CLASSIFIED** information however all or part of the Work involves possible access to **CLASSIFIED and/or PROTECTED** information/materiel.

3.3 The Contractor shall NOT remove, without the express written approval of the Project/Technical Authority, any **CLASSIFIED and/or PROTECTED** information from the work site, and shall ensure that the Contractor's personnel are made aware of and comply with this restriction.

3.4 The Contractor shall be responsible to identify the Security Requirements of the Contract to their Subcontractors and to ensure that these requirements are complied with by subcontractors.

3.5 Subcontractors, **who** require access to **CLASSIFIED and/or PROTECTED** information or sensitive work sites, shall NOT be utilized without the prior, written approval of the Project /Technical Authority and **CSC**.

3.6 DFAIT reserves the right to conduct periodic background checks on personnel employed or

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Subcontracted by the contractor.

- 3.7 DFAIT reserves the right, in its sole discretion, to decide that personnel employed or Subcontracted by the contractor are unsuitable. In such circumstances, the contractor shall Ensure that personnel are removed from Embassy property and replaced with personnel suitable To DFAIT."

PART II - CONDITIONS, INSTRUCTIONS AND INFORMATION

1. Introduction

For your proposal to be considered responsive, you must comply with all the requirements of this Request for Proposal (RFP) identified as mandatory. **Mandatory criteria are also expressed by using imperative verbs such as “shall”, “must” and “will” irrespective of where they appear in the RFP.**

2. Enquiries - Solicitation Stage

- 2.1 All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named below as early as possible within the bidding period. Enquiries and issues must be received by the Contracting Authority no later than 8 calendar days prior to the bid closing date specified herein to allow sufficient time to provide a response. Enquiries received after that time may not be able to be answered prior to the bid closing date.
- 2.2 To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Contracting Authority named below. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.

2.4 Contracting Authority:

Foreign Affairs and International Trade Canada
125 Sussex Drive
Ottawa, Ontario
K1A 0G2 Canada

Attn: **Peggy Miller**

E-Mail Address: **Peggy.Miller@international.gc.ca**

3. Bidder Improvement to the Requirement during Bid Period

- 3.1 Should the Bidder consider that the specifications or Statement of Work contained in this Request for Proposal (RFP) can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contracting Authority named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favor a particular Bidder will be given consideration provided they are received by the Contracting Authority no later than 8 calendar days prior to bid closing date specified herein. Canada reserves the right to accept or reject any or all suggestions.

4. Proposal (bid) Preparation Cost

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- 4.1 The costs, including travel incurred by the Bidder in the preparation of its proposal and/or the negotiation (if applicable) of any resulting contract **will not** be reimbursed by DFAIT.
5. **Proposal (Bid) Delivery**
- 5.1 Proposals (bids) are to be sent **ONLY** to the following address:
The Canadian Embassy, Tokyo, Japan
7-3-38 Akasaka, Minato-ku, Tokyo, Japan
- Destination: **C/O Hiroko Kiyonobu**
- 5.2 **Bidders should ensure that the RFP Number is clearly marked on their envelopes or parcels. Proposal closing date and time should also be indicated on bid envelopes or parcels.**
- 5.3 **Proposals (bids) and/or amendments thereto, will only be accepted by DFAIT if they are received at the address indicated above, on or before the closing date and time specified herein.**
- 5.4 **Responsibility for proposal (bid) delivery:** The Bidder has sole responsibility for the timely receipt of a proposal (bid) by DFAIT and cannot transfer this responsibility to the Government of Canada. DFAIT will not assume responsibility for proposals (bids) that are directed to a location other than the one stipulated in paragraph 5.1 above.
- 5.5 **Delayed Proposals (bids):** A proposal (bid) received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by DFAIT, after the proposal (bid) has been received at the location stipulated in paragraph 5.1 above.
- 5.6 **Late Proposals (bids):** It is DFAIT's policy to return unopened bids received after the stipulated bid closing date and time, unless they qualify under the provisions of the Delayed Proposals clause stipulated in paragraph 5.5 above.
6. **Proposal (bid) Closing Date and Time:**
- 6.1 In order for the proposal (bid) to be given consideration, the Bidder's proposal (bid) must be received at the address stipulated in paragraph 5.1 above **no later than November 20, 2013 at 14:00 hours, Tokyo, Japan time.**
7. **Proposal (bid) Validity of Proposal (bid)**
- 7.1 Any proposal (bid) must remain open for acceptance for a period of ninety (90) days after the closing date of the RFP.
8. **Rights of Canada**
- Canada reserves the right:

- 8.1 during the evaluation, members of the evaluation team may, at their discretion, submit questions or conduct interviews with Bidders, at Bidder cost, upon forty eight (48) hours notice, to seek clarification or verify any or all information provided by the bidder with respect to this RFP;
- 8.2 to reject any or all proposals received in response to this RFP;
- 8.3 to enter into negotiations with one or more bidders on any or all aspects of its proposal;
- 8.4 to accept any proposal in whole or in part without prior negotiation;
- 8.5 to cancel and/or re-issue this RFP at any time;
- 8.6 to award one or more contracts, if applicable;
- 8.7 to retain all proposals submitted in response to this RFP;

- 8.8 not to accept any deviations from the stated terms and conditions;

- 8.9 to incorporate all, or any portion of the Statement of Work, Request for Proposal and the successful proposal in any resulting contract;

- 8.10 not to contract at all.

9. **Incapacity to Contract with Government**

- 9.1 Canada may reject a bid where the Contractor, including the contractor's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:
 - a. Section 121, Frauds upon the Government;
 - b. Section 124, Selling or Purchasing Office;
 - c. Section 418, Selling Defective Stores to Her Majesty;

(Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)

- 9.2 Where Canada intends to reject a bid pursuant to a provision of paragraph 9.1, the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) working days within which to make representations, prior to making a final decision on the bid rejection.

10. **Incurring of Cost**

- 10.1 No costs incurred before receipt of a signed contract or specified written authorization from the Contracting Officer can be charged to any resulting contract. In addition, the Contractor is not to perform work in excess of or outside the scope of any resulting Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer. Your attention is drawn to the fact that the Contracting Officer is the only authority which can commit the Government to the expenditure of the funds for this requirement.

11. **Goods and Services Tax / Harmonized Sales Tax (GST/HST) VAT or other Legal Taxes.**

- 11.1 All prices and amounts of money in the Contract are exclusive of GST, HST, VAT or other legal taxes as applicable, unless otherwise indicated. The Goods and Services Tax (GST) or Harmonized Sales Tax (HST), Value Added Tax (VAT) or other legal taxes, whichever is applicable, is extra to the price herein and will be paid by Canada.

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11.2 The estimated GST, HST, VAT or other legal taxes is included in the total estimated cost. GST, HST, VAT, or other legal taxes to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST, HST, VAT or other legal taxes does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of GST, HST, VAT or other legal taxes paid or due.

12. Work Location

The work done by the proposed Contractor shall be performed at the Canadian Official Residence in Tokyo, Japan.

13. Work Force Reduction Program

13.1 As a result of the implementation of various programs to reduce the public service, Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the Forces Reduction Program, the Executive Employment Transition Program and any other current and future similar programs implemented by Treasury Board. Therefore, bidders must make available the following details:

- (a) date and amount of lump sum payment incentive;
- (b) terms and conditions of the lump sum payment incentive (including termination date);
- (c) rate of pay on which the lump sum payment was based;
- (d) whether or not the \$5,000 exemption has been reached.

13.2 In the event that a Contract is awarded to a former public servant during the period covered by the lump sum payment, the contract fee must be abated (reduced) by an amount corresponding to the number of weeks remaining in the Contractor's lump sum payment period after the beginning of the Contract.

13.3 This reduction is subject to an exemption of a maximum of \$5,000 (including Goods and Services Tax or Harmonized Sales Tax, as appropriate) applicable to one or more contracts during the period covered by the lump sum payment.

13.4 For the purposes of this solicitation, former public servants are defined as former members 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 and includes::

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

13.5 The information specified must be provided prior to any contract award. If the Bidder fails to provide the information specified when requested to do so by the Contracting Authority, then the Bidder shall be disqualified from the bidding process and be declared non-compliant.

14. Qualifying Joint Venture Bids

14.1 A joint venture, regardless of how it has chosen to structure itself, can only be qualified as an eligible bidder if it is a financially viable legal entity. In joint ventures proposals, only one of the

parties must function as the prime contractor and assume full responsibility for the execution of the contract. As such, bidders must identify in their bid who the prime contractor will be.

PART III - PRESENTATION OF PROPOSALS

1. Electronic Offers and Submissions of Proposals (bids)

PROPOSALS (BIDS) SUBMITTED BY FACSIMILE OR OTHER ELECTRONIC MEANS WILL NOT BE ACCEPTED.

- 1.1 Electronic transmission of your proposal (bids) by such means as electronic mail, facsimile, or commercial telex is not considered to be practical and therefore will not be accepted.
- 1.2 When responding, the proposal (bids) **MUST** be delivered to the location and by the time and date stipulated herein.
- 1.3 Proposals (bids) submitted in response to this RFP will not be returned with the exception of bids received after the specified date and time stipulated herein which shall be returned unopened to the Bidder and given no further consideration.

2. Format and Content of Proposals (Bids)

2.1 The Bidder is to sign the 1st page of this RFP and submit it with his proposal (bid) when responding to this RFP which must also make reference to RFP No. 60-10148. The Bidder's signature indicates acceptance of the terms and conditions set out herein. The signatory must have authority to commit the organization by making such a proposal. Ensure that the proposal includes a contact name, address and phone number.

2.2 Proposals (bids) should be organized in an identical fashion to, and reference the same paragraph numbers as this RFP. Additional subsections may be used as appropriate. Bidders should respond to every paragraph of the RFP. In some instances "Noted" or "N/A" may be sufficient, or a reference may be made to another paragraph.

2.3 The proposal (bid) **must** be structured as follows:

Part A: The bidder **must** provide four **(4) copies** of a Technical and Managerial proposal, with no reference to price

Part B: The bidder **must** provide, bound in a separate envelope, two **(2) copies** of a Financial Proposal

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Bidders must provide the full names; DOB & expiry dates for the security file clearances of proposed resources.

- 2.4 Bids should be concise and address, but not necessarily be limited to the points that are subjected to the mandatory requirements and evaluation criteria identified herein, against which the proposal will be evaluated.

It is strongly recommended that bidders ensure each of the requirements is addressed in sufficient depth to ensure a fair and complete evaluation of the proposal.

- 2.5 Only those proposals which fulfill all Mandatory requirements identified in this RFP will be further evaluated based upon the scoring system listed in Appendix "B".

- 2.6 Bidders are advised that only listing experience **without** providing any supporting data such as; number of projects completed and in progress, the period of the work performed in number of months and years in past and present employment, where and how such experience was obtained will not be considered to be "demonstrated" for the purpose of this evaluation.

3. Financial Proposal

- 3.1 Prices must appear in the financial proposal ONLY. Failure to comply will result in your proposal being declared non-compliant and rejected from further consideration. Financial proposals will only be opened after the evaluation of the technical proposal is completed.
- 3.2 Bidders must submit their financial bid in accordance with Appendix "D" – Pricing Schedule.
- 3.3 Value Added Taxes (VAT) shall not be included in the quoted rates or total amounts. VAT taxes, to the extent applicable, must be shown separately, as applicable.
- 3.4 The price of the bid will be evaluated in in Japanese yen (EGP) with GST, HST or VAT excluded, if applicable.

4. Certifications

- 4.1 **The certifications in Appendix "D", Certifications, should be completed, signed and submitted with your proposal (bid). A contract will not be awarded until all certifications have been signed by the Bidder and received by the Crown. If the Bidder fails to provide the certifications when requested to do so by the Contracting Authority, then the Bidder shall be disqualified from the bidding process and be declared non-compliant.**
- 4.2 Compliance to the Certifications the Bidder has provided Canada is subject to discretionary audit. In the event that it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly, any contract entered into may be determined to be in default and the Minister shall be entitled, pursuant to the provisions of the contract, to terminate for default.

5 Basis of Selection

To be considered responsive, a bid must:

- a. meet all the mandatory requirements of this solicitation;
- b. obtain the required minimum of **70 percent overall of the points** that correspond to the rated criteria set out in Appendix "B".

Neither the valid proposal that scores the highest number of rating points, nor the one that contains the lowest cost estimate will necessarily be accepted.

The selection of the contractor will be made on the basis of the best overall value to the crown in terms of technical merit and costs, which will be determined by dividing the proposed total costs of the initial contract, including options to extend, if applicable, by the total technical score, to establish the lowest cost per point.

THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY

Bidder	Quoted Price Excluding Taxes	Total Technical Points	Cost Per Point
Bidder 1	\$75,000.00	78	\$ 961.54 per point
Bidder 2	\$92,000.00	83	\$1,108.44 per point
*Bidder 3	\$81,000.00	88	\$ 920.46 per point

***In the above scenario, Bidder #3, would be declared the successful bidder.**

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PART IV - GENERAL PROVISIONS OF RESULTING CONTRACT

The Government of Canada is committed to publicly disclose all contracts entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These requirements cover the procurement contracts for goods and services. It will be a term of any resulting contract pursuant to this RFP that information contained in it in relation to the following data elements - vendor name, reference number, contract date, description of work, contract period or delivery date, contract value - will be gathered, and posted on the departmental Internet site:

http://w03.international.gc.ca/dc/index_fa-ae.aspx?lang=eng&p=2

Information that would normally be withheld under the Access to Information Act and Privacy Act will not appear on that website. This "public disclosure" is intended to ensure that contract information is collected and presented consistently across government and in a manner that promotes transparency and facilitates public access.

The following terms and conditions will form part of any resulting contract:

In the event of inconsistencies between the wordings of Parts I to IV of the Request for Proposal and the appendices attached thereto, the wording of Parts I to IV of the Request for Proposal shall prevail.

1. General Conditions:

General Conditions – Higher Complexity - Services - 2035 (2013-03-21) shall form part of this solicitation document and any resulting Contract. They can be viewed at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/9>

It is strongly recommended that bidders visit the above site to better understand these General Conditions.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of Foreign Affairs. Also, all references to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Department of Foreign Affairs and International Trade.

2. Method of Payment

2.1 Payments under this Contract except advance payments shall be conditional upon performance, completion and delivery of the work, or any part of the work to the satisfaction of the Minister but subject to the submission to the Departmental Representative of a claim for payment.

2.2 Subject to Parliamentary appropriation of funds and to paragraph 2.1, payment by the Minister for the work shall be made:

- (a) in the case of an advance payment, within thirty (30) days of the signing of this Contract by both parties or within 30 days of receipt of an invoice requesting payment, whichever is later,

- (b) in the case of progress payment, within thirty (30) days following the date of receipt of a duly completed work or progress report or within thirty (30) days of receipt of an invoice requesting payment, whichever is later, and
- (c) in the case of a final payment, within thirty (30) days following the date of receipt of the completed work or within thirty (30) days or receipt of an invoice requesting payment whichever is later.

2.3 For purposes of this contract, a full day is any period of eight (8) hours within any twenty-four (24) hour period.

2.4 If Her Majesty has any objections to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, She shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Her Majesty requires. Failure by Her Majesty to act within fifteen (15) days only results in the date specified in paragraph "1" of the clause to apply for the sole purpose of calculating interest on overdue accounts.

2.5 Payment will be made for services rendered, provided that:

- a. invoices are submitted in accordance with the invoicing instructions contained herein;
- b. if applicable, all direct expenses, travel and living expenses, etc are supported by invoices, receipts, vouchers;

3. **Invoicing**

3.1 Invoices shall be submitted as per payment schedule on the Contractor's own invoice form and shall be prepared to show:

- a. total payable, based on the Basis of Payment such as item quantity, fixed time labor rates (Note: The GST/HST amount and the GST/HST identification number are to be shown separately).
- b. the date;
- c. the name and address of the consignee;
- d. description;
- e. contract or reference number

3.2 The original and two (2) copies shall be sent to the designated addressee for certification of services rendered.

Supplemental Invoicing Instructions

4.1 Pursuant to paragraph 221 (1) (d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contract involving a mix of goods and services) must be reported on a T1204 supplementary slip. To enable departments and agencies to comply with this requirement, suppliers are required to provide the following information on each invoice:

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- a. the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;
- b. the status of the supplier, i.e. individual, unincorporated business, corporation or partnership;

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- c. for individuals and unincorporated businesses, the supplier's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST) / Harmonized Sales Tax (HST) number;
- d. for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown.

Time Verification

- 5.1 Time charged and the accuracy of the Supplier's time recording system may be verified by Canada's representative before or after payment is made to the Supplier under the terms and conditions of the Contract. If verification is done after payment, the Supplier agrees to repay any overpayment immediately upon demand by Canada.

6. Government Smoking Policy

- 6.1 Where the performance of work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada which prohibits smoking on any government premises.

7. Anti-Terror

- 7.1 The Contractor shall not use the funds for the purpose of any payment to persons or entities, or for the supply of goods, if such payment or supply to the Contractor's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or is made, directly or indirectly, to finance, support, facilitate or benefit a terrorist or a terrorist group listed under the *Canadian Criminal Code*, the *United Nations Al-Qaida and Taliban Regulations* or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism*.
- 7.2 If the Contractor breaches Sub-paragraph (1) above, DFAIT shall terminate this Contract immediately without notice or any further obligation to the Contractor. The Contractor shall immediately refund to the Receiver General of Canada *via* DFAIT all unspent funds provided under this Contract.

8. Bidder Financial Capability

- 8.1 The Bidder(s) may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their capability to satisfy the requirements as stipulated in this RFP. If requested, financial information to be provided shall include, but not limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer. Information requested by Department of Foreign Affairs (DFAIT) is to be provided by the Bidder(s) as soon as reasonably possible.

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- 8.2 Should the Bidder provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as provided in the Access to Information Act.
- 8.3 In the event that a proposal is found to be non-responsive on the basis that the Bidder(s) is (are) considered NOT to financially capable of performing the subject requirements, official notification shall be provided to the Bidder(s) by DFAIT.

9. Insurance Requirement

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

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Appendix "A"

STATEMENT OF WORK

Official Residence Chef Services

1. Objective

The Head Chef is responsible for all food preparation at the Official Residence, including the coordination and management of a professional level kitchen. This includes responsibility for over 150 receptions, breakfasts, luncheons, dinners and other miscellaneous events per year, ranging from small settings of 2 participants to large scale events. The Contractor will ensure that all recipes, food preparation and presentation meet a high standard of health, nutritional quality and freshness. The Contractor will maintain a safe, orderly and sanitary work environment and will demonstrate this by example, using proper food handling techniques. The contractor will manage the ordering of quality food, ensuring best value and quality for money; oversee creative menu planning, food preparation and training of culinary staff; and monitor food costs while maximizing guest and client satisfaction

2. Tasks / Responsibilities

The Contractor directs the work of all kitchen personnel, including the Sous-chef and Residence serving staff, in all matters pertaining to the preparation of foods and kitchen operations. This includes:

1.0 Menu Planning: This includes responsibility for:

- 1.1 establishing menus for breakfast, lunch, dinner, and all Official Residence functions, taking into consideration food allergies and food sensitivities of visitors and residents;
- 1.2 planning meals using seasonal food;
- 1.3 selecting and developing recipes to ensure consistent quality; and
- 1.4 designing menus which showcase Canadian foods and beverages.

2.0 Food Ordering: This includes responsibility for:

- 2.1 coordinating, with official residence kitchen staff, an appropriate itemized list of foods required for daily menus and for hospitality events, including items that are consumed on a day-to-day basis as well as standard pantry items such as spices, flour, etc.;
- 2.2 establishing and negotiating the food order while tracking budget and ensuring quality products from the food supplier;
- 2.3 verifying that suppliers' prices and substitutions are reasonable;
- 2.4 taking advantage of seasonal items in both menu planning and food ordering;

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3.0 Expenditure Planning and Budget Tracking: This includes responsibility for:

- 3.1 preparing a costing of representative samples of menus for various types of functions;
- 3.2 forecasting the requirement for and estimating the cost of foodstuffs and other kitchen supplies required;
- 3.3 with due regard for cost-effectiveness, ordering provisions, contacting suppliers in Canada and Japan and maintaining inventory;
- 3.4 maintaining records of costs and other pertinent details of hospitality events;

4.0 Meal and Food preparation: This includes responsibility for:

- 4.1 liaising with the Official Residence Manager for all catering and hospitality requirements at the Official Residence;
- 4.2 preparing all food required;
- 4.3 tasting and inspecting food being served;
- 4.4 ensuring attractive and high quality presentation;
- 4.5 storing food, including frozen food, properly, thawing frozen food, and rotating stocks;

5.0 Kitchen Equipment and Supplies Management: This includes responsibility for:

- 5.1 operating kitchen equipment safely and in an appropriate manner;
- 5.2 maintaining an up-to-date inventory of kitchen supplies and equipment;
- 5.2 monitoring the performance of equipment and reporting all malfunctions and breakages to the Official Residence manager;
- 5.3 recommending purchases of kitchen equipment and supplies to maximize efficiency of the kitchen and identifying equipment options available;
- 5.4 researching suppliers and prices, and when so requested, making purchases on behalf of the Residence.

6.0 Wine and Alcohol Inventory Control: This includes responsibility for:

- 6.1 updating the inventory of wine and alcohol as required.

7.0 Cleaning, Sanitation and Food Safety: This includes responsibility for:

- 7.1 overseeing the necessary and sufficient precautions by kitchen employees against the occurrence of any accident, injury or damage to any persons or property;

8.0 Promotion of Canadian food products: This includes responsibility for:

- 8.1 informing the Ambassador and Embassy staff on Canadian food products, ingredients, wine, and spirits;
- 8.2 by means of representational functions at the Official Residence, showcasing Canadian food, wine and ingredients;
- 8.3 working collaboratively with mission programs to promote Canadian cuisine at events supported by the Official Residence.

3. Work Hours

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The normal work week is Monday morning to Saturday noon based on an 8 hour day: i.e. 44 hours a week. Should additional hours be required for hospitality functions, the 8 hour shift may be broken up into segments or the contractor may adjust the hours during quiet periods to offset the extra hours worked, in order to remove the need for overtime. The contractor may be required to work on weekends on an as-and-when-required basis.

4. Language

The contractor must be able to function in one of the Canadian Official Languages.

5. Medical

The contractor may be required to undergo a medical examination conducted by an Embassy designated Physician.

6. Limitation of Total Expenditure

There will be a limit of total expenditure of up to \$460,000.00 CAD on this contract. This represents the entire 4 year contract (which includes the 2 option periods). Bidders exceeding this limitation of expenditure will not be given further consideration.

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Appendix "B"**

EVALUATION CRITERIA

Bidders must provide the necessary documentation to support compliance with the following Mandatory Requirements at bid closing time. Any offer will be deemed non-compliant which fails to meet the following mandatory requirements and will not be given further consideration. Bidders should address each criterion separately:

MANDATORY REQUIREMENTS

<u>CONTRACTOR & EXPERIENCE</u>	<u>Page #</u>	<u>Yes</u>	
	<i>Bidder is to submit a profile demonstrating the following:</i>		

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MR 1.	Mandatory 1 The bidder shall provide one chef and must be able to provide one additional chef at no cost who will serve as a back-up chef should the dedicated chef be unable to perform the duties outlined in the statement of work at Appendix "A"		
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MR 2.	<p>Mandatory 2</p> <p>Bidder must demonstrate that they have experience of three (3) or more years as Head-chef / chef de cuisine, preferably with an Embassy or diplomatic mission or major hotel/ restaurant.</p> <p>In addressing this mandatory criterion, the contractor shall include the following information:</p> <ul style="list-style-type: none">- the names of employers and/or clients,- letters of reference- the length of time spent in the position,- description of catering services provided.		
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MR 3.	<p>Mandatory 3 The bidder must demonstrate that they currently, and will for the duration of the contract maintain an office located in Japan.</p>		
MR 4.	<p>Mandatory 4 The bidder must provide proof that they have a legal right to work in Japan. (for example permanent residents in Japan, spouses or children of Japanese nationals, and long-term residents can submit a copy of the visa page in their passport)</p>		
MR 5.	<p>Mandatory 5 All proposals must be submitted in either of Canada's official languages (English or French).</p>		

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MR 6.	<i>Mandatory</i> The bidder is to provide a sample menu(s) and photographs of a representative dinner setting in honour of a member of the Japanese Imperial Family.		
MR 7.	Each bidder must include with their proposal, a commitment to be available at a mutually agreed location, date, and time to meet with a representative of the Embassy for a sample meal, should it be requested in the course of the evaluation of these criteria.		

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MR 8	<p>There will be a limitation of total expenditure of up to \$460,000.00 CAD on this contract. This represents the entire 4 year contract (including the 2 option periods). Bidders exceeding this limitation of expenditure will not be given further consideration.</p>		
<p>POINT-RATED CRITERIA</p>			
<p>Bidders must provide supporting information in number of year/projects consisting of detailed resume(s) that clearly describe the degree and nature of the knowledge/experience possessed by each proposed resource personnel including that of the firm. Supporting information shall include the previous experience with respect to the factors listed below. References and third party documents are welcome. Up to the number of points specified below will be awarded for each factor based on length and depth of experience. The points will then be totalled. The evaluation of the quotations will be accomplished in accordance with a point rating system whereby a maximum of 95 Points can be reached. These points will be used in conjunction with the Financial Evaluation as described in Appendix "D", "Pricing Basis".</p>			

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<u>HEAD -CHEF'S EXPERIENCE</u>	PAGE #	MAX POINTS	POINTS ALLOTTED	
PR 1.	<p>Head-chef qualifications, including accredited training, certifications and or previous performance.</p> <p>A) 5pts – Holder of a Culinary Arts degree (or equivalent) or completing chef qualification program at an accredited training institution.</p> <p>B) 5pts— Proof of experience working as Head-chef for a major restaurant, hotel, country club, official residence or other institutions for more than 3 years via references or third party input.</p> <p>C) 5pts — Presentation demonstrating excellent service and product for guests including global customs and cultures, demonstrated by a combination of events and menu(s).</p> <p>5pts- Strong Presentation 3pts- Good Presentation 1pt-Limited Presentation</p> <p>D) 3pts – Experience managing events with respect to receptions, meals, ceremonial events (such as Canada Day), and/or conferences.</p> <p>3pts – More than 3 years' experience. 2pts –2 - 3 years' experience. 1pts –1 - 2 years' experience.</p> <p>E) 2pts – Bonus points for receiving any culinary awards.</p>		<u>20 points</u>	

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PR 2.	<p>Knowledge of and familiarity with Canadian cuisine, ingredients and products.</p> <p>Through the sample menu, be able to demonstrate the following:</p> <p>A) 5pts – Able to demonstrate knowledge and familiarity of Canadian ingredients and products in their proposals.</p> <p>5pts- Strong Knowledge 3pts- Good Knowledge 1pt-Limited Knowledge</p> <p>B) 5pts – Able to demonstrate knowledge and familiarity of Canadian cuisine in their sample menu(s).</p> <p>5pts- Strong Knowledge 3pts- Good Knowledge 1pt-Limited Knowledge</p>		<u>10 points</u>	
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<p>PR 3.</p>	<p>Knowledge of wines and spirits and knowledge of Canadian wines and spirits.</p> <p>A) 2pts – Able to demonstrate knowledge of wines and spirits in their proposals. 2pts -Strong knowledge 1pts- Good Knowledge</p> <p>B) 3pts - Able to demonstrate knowledge of Canadian wines and spirits in their proposals. 3pts- Strong Knowledge 2pts- Good Knowledge 1pt-Limited Knowledge</p> <p>C) 2pts – Able to demonstrate knowledge of wines and spirits in their sample menu(s). 2pts -Strong knowledge 1pts- Good Knowledge</p> <p>D) 3pts – Able to demonstrate knowledge of Canadian wines and spirits in their sample menu(s). 3pts- Strong Knowledge 2pts- Good Knowledge 1pt-Limited Knowledge</p>		<p><u>10 points</u></p>	
<p>PR. 4.</p>	<p>Experience working in Canada and familiarity with Canadian culture/tastes.</p> <p>A) 5pts – More than 3 years' experience in Canada as a Head-chef or chef. B) 5pts – More than 3 years' experience in a Canadian official residence as a Head-chef or chef.</p>		<p><u>10 points</u></p>	

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PR 5.	<p>Knowledge of and familiarity with Japanese culture, customs and tastes.</p> <p>3pts – One (1) or more years of experience in Japan as a Chef where Japanese food is sometimes served.</p> <p>4pts – Two (2) or more years of experience in Japan as a Chef where Japanese food is sometimes served.</p> <p>5 pts – three (3) or more years of experience in Japan as a Chef, where Japanese food is sometimes served.</p>		<u>5 points</u>	
PR 6.	<p>Experience in managing budgets and accounting for expenditures.</p> <p>10pts – More than 3 years' experience.</p> <p>5pts – 2 - 3 years' experience.</p> <p>2pts – 1 - 2 years' experience.</p>		<u>10 points</u>	
PR 7.	<p>Experience in supervising catering and serving staff.</p> <p>15pts – More than 3 years' experience.</p> <p>10pts – 2+ - 3 years' experience.</p> <p>5pts – 1 - 2 years' experience.</p>		<u>15points</u>	
PR 8.	<p>Oral and written communication ability in English.</p> <p>10pts – Able to demonstrate a high level of both oral and written ability in their proposals and via a situational based interview.</p> <p>5pts – Able to demonstrate a moderate level of both oral and written ability in their proposals and via a situational based interview.</p> <p>There may need to be telephone or in-person interview.</p>		<u>10 points</u>	

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PR.9	<p>Communication ability in French or Japanese.</p> <p>5pts – Able to demonstrate communication ability in French or Japanese via their proposals and via a situational based interview.</p> <p>3pts- Able to demonstrate limited but some ability to communicate in French or Japanese via their proposals and via a situational based interview.</p> <p>There may need to be telephone or in-person interview.</p>		<u>5 points</u>	
<p>The minimum score (i.e. pass-mark) which MUST be achieved = 70 % (67/95)</p>	/95			

Rating Table	
Term	Description
Poor	The response is deficient. 0 points awarded
Limited	The response includes some information, but is also missing a substantial amount of information. Some key elements poorly described.
Good	The response includes most of the information required to be complete meeting the established minimum.
Strong	Substantial details provided leading to a complete and thorough understanding of the requirement.
This Rating Table applies to Point Rated Technical Criteria	

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Appendix "C"

FINANCIAL PROPOSAL

- 3.1 **All the information required in this section must appear in your financial proposal ONLY. Failure to comply will result in your proposal being declared non-compliant and rejected from further consideration.**
- 3.2 Canada shall be invoiced only for the work performed (days worked or by deliverables payment schedule, whichever is applicable).
- 3.3 Bidders **shall** quote a firm all inclusive price including fees, travel and living costs, in Canadian dollars.
- 3.4 No other costs elements shall be considered by the Crown.
- 3.5 Professional Fees

Prices/rates quoted for each year, shall remain firm for the entire Contract period. Prices are to be quoted in Japanese Yen.

- a. Provide a firm daily rate for work performed by each of the proposed resource(s) for the period of the contract.

Hourly rate ¥ _____ plus applicable VAT;

There will be a limitation of total expenditure of up to \$460,000.00 CAD on this contract. This represents the entire 4 year contract (including the 2 option periods). Bidders exceeding this limitation of expenditure will not be given further consideration.

Example:

Costing Information

1.1 Your cost proposal is to be based on an all-inclusive fixed lump sum in Japanese Yen for professional services and all other administrative costs (e.g. long distance communications, reproduction, shipping, equipment rentals, materials, etc.)

- a) ¥.....**Year 1 and 2 (for 4,312 hours)**
- b) ¥.....**Year 3** (option to extend the term of the Contract by one (1) optional period of up to one year under the same terms and conditions) **(2156 hours)**
- c) ¥.....**Year 4** (option to extend the term of the Contract by one(1) optional period of up to one year under the same terms and conditions) **(2156 hours)**

The total of a + b + c = total cost to be divided by technical points

The rates provided in the Table above will be totalled and then divided by the total points obtained by the bidder according to the rated requirements in Appendix "B". To be considered for the

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financial evaluation, the Bidder must obtain a minimum score of 70% of the total allotted points.

Signature Bidder/Contractor

Date

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CERTIFICATIONS

The following certification requirements apply to this Request for Proposal (RFP) document. Bidders are to complete, sign and include each certification below in their proposal (bid). A contract will not be awarded until all certifications have been signed by the Bidder and received by the Crown.

1. Certification of Understanding

The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following contract award except where the Contracting Authority so authorizes in writing.

Signature Bidder/Contractor

Date

2. Certification of Education/Experience

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive.

Should a verification by the Minister disclose untrue statements, the Minister shall have the right to treat any contract resulting from this Bid as being in default and to terminate it accordingly.

Signature Bidder/Contractor

Date

3. Certification of Availability and Status of Personnel

Certification from the Bidder that all personnel proposed in their submission will be available to commence the work at the period specified herein, and will remain available to perform the work in relation to the fulfilment of this requirement.

If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is not an employee of the Bidder/Contractor, the Bidder/Contractor hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

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If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is or who is not an employee of the Bidder/ Contractor, the Bidder/Contractor hereby certifies that such a person is under no restrictive covenant in relation to a constraint of trade that would prevent the person from fulfilling his or her services in relation to the work.

During the bid evaluation, the Bidder/Contractor **MUST** upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder/Contractor agrees that failure to comply with such a request may lead to disqualification of the Bidder's/Contractor's proposal from further consideration.

Signature Bidder/Contractor

Date

4. Certification of Identity or Legal Capacity of Bidder

In order to establish the legal capacity under which a bidder proposes to enter into the Contract, any bidder who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to contract award. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

Signature Bidder/Contractor

Date

5. Certification of Work Force Reduction Program

Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of the Forces Reduction Program, the Executive Employment Transition Program and any other current and future similar programs implemented by Treasury Board.

All bidders shall indicate their status by checking the applicable line and sign the certification below. Bids that are subject to the Work Force Reduction Program(s), shall also include the specified details.

() This bid (is not) subject to the Work Force Reduction Program(s)

() This bid (is) subject to the Work Force Reduction Program(s)

Name of Contractor: _____

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Terms and Conditions of the Lump Sum Payment Incentive –
copy attached: _____

Date of Termination of Employment as a Public Servant: _____

Amount of Lump Sum Payment: \$ _____

Rate of Pay on which Lump Sum Payment is based: \$ _____ /Week

Period of Lump Sum Payment:

Start Date: _____ Completion Date: _____ Weeks: _____

Other contracts subject to Work Force Reduction Program Restrictions:

Contract Number	Contract Amount (Professional Fees)
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total:	\$ _____

Signature Bidder/Contractor

Date