



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

Department of Foreign Affairs, Trade and
Development Canada
Embassy of Canada
501 Pennsylvania Ave NW
Washington, D.C., 20001

Attention: Pema Tulotsang

REQUEST FOR PROPOSAL (RFP)

**Proposal to: Foreign Affairs, Trade and
Development 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.

DEMANDE DE PROPOSITION (DP)

**Proposition aux: Affaires étrangères,
Commerce et Développement Canada**

Nous offrons par la présente de vendre à Sa
Majesté I 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

TITLE – SUJET Food Catering and Cafeteria Services in Washington, D.C.	
SOLICITATION NO. – NO. DE L'INVITATION # 15-95425	DATE 24 AUGUST 2015
SOLICITATION CLOSES / L'INVITATION PREND FIN On October 5, 2015 at 14:00 hours Eastern Daylight Time (EDT). Le 5 octobre 2015 à 14h00 heures avancée de l'Est (HAE)	
ADDRESS ENQUIRIES TO – ADRESSER TOUTES QUESTIONS À: KATHERINE BORDEN	
TELEPHONE:	EMAIL - COURRIEL: KATHERINE.BORDEN@INTERNATIONAL.GC.CA
DESTINATION OF GOODS/SERVICES-DESTINATION DES BIENS/SERVICES Embassy of Canada 501 Pennsylvania Ave NW Washington, D.C., 20001	
VENDOR/FIRM NAME AND ADDRESS – RAISON SOCIALE ET ADRESSE DU FOURNISSEUR/DE L'ENTREPRENEUR Telephone No. – No. de telephone: Facsimile No. – No 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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PART 1 – GENERAL INFORMATION

1. Purpose of this Request for Proposal (RFP)

Foreign Affairs, Trade and Development Canada is seeking to establish a contract for the provision of food services at the Embassy of Canada in Washington, D.C. The scope of work will include providing providing cafeteria and vending machine services during regular business hours, and food catering services on an “as and when requested” basis for functions and events at the Embassy.

The contract will be for a period of two (2) years with two (2) option periods of one year each. The contract award date is tentatively set for on or before April 1, 2016.

2. Security Requirements

Before award of contract the security requirements detailed in Part 4, Section 3 must be met.

3. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Embassy of Canada, 501 Pennsylvania Ave NW, Washington, D.C., 20001 on Monday, September 14, 2015. The site visit will begin at 10:00 a.m.

Bidders must communicate with the Contracting Authority no later than Friday, September 11 at 4:00 p.m. to confirm attendance and provide the name(s) of the person(s) who will attend. Each Bidder is limited to two (2) representatives only for attending the site visit. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

4. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in the United States of America stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex “C”.

If the information is not provided in the bid, 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.

5. Financial Capability

The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) days of the request or as specified by the Contracting Authority in the notice:

- (a) Audited financial statements
- (b) A letter of reference from the Bidder's bank
- (c) Proof of a triple A credit rating from a qualified rating agency

6. Debriefing

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

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PART 2 – BIDDER INSTRUCTIONS

1. Submission of Bids

- 1.1 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.
- 1.2 Bids must be submitted only to the Department of Foreign Affairs, Trade and Development (DFATD) by the date, time and place indicated on page 1 of the solicitation documents..
- 1.3 Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 12.

2. Enquiries – Solicitation Stage

- 2.1 All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named on the first page of the solicitation as early as possible within the bidding period. Enquiries and issues must be received by the Contracting Authority no later than five (5) 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 on page one.

3. Bidder Improvement to the Requirement During Bid Period

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 eight (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

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 DFATD.

5. Proposal (Bid) Delivery

- 5.1 Proposals (bids) are to be sent **ONLY** to the address stipulated on page 1 of the RFP.
- 5.2 Bidders should ensure that the RFP Number is clearly marked on their envelopes or parcels.
- 5.3 Proposals (bids) and/or amendments thereto, will only be accepted by DFATD if they are received at the address indicated on page 1, 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 DFATD and cannot transfer this responsibility to the Government of Canada.

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DFATD will not assume responsibility for proposals (bids) that are directed to a location other than the one stipulated on page 1.

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 DFATD, after the proposal (bid) has been received at the location stipulated on page 1.

6. Proposal (Bid) Closing Date and Time

In order for the proposal (bid) to be given consideration, the Bidder's proposal (bid) must be received at the address and by the date and time stipulated on page 1 of this RFP.

7. Validity of Proposal (Bid)

Any proposal (bid) must remain open for acceptance for a period of not less than one hundred and twenty (120) days after the closing date of the RFP.

8. Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

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;

9.2 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.

10. Incurring of Cost

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. Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

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12. Qualifying Joint Venture Bids

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.

13. Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

14. Conflict of Interest – Unfair Advantage

14.1 In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- b) If the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

14.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

14.3 Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

15. Price Justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- (a) a current published price list indicating the percentage discount available to Canada; or
- (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- (d) price or rate certifications; or
- (e) any other supporting documentation as requested by Canada.

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PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (four (4) hard copies)

Section II: Financial Bid (one (1) hard copy and one (1) soft copy on CD, DVD or USB)

Section III: Certifications (one (1) hard copy)

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

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. With the exception of cafeteria menu prices which must be presented in the technical bid.

Section I: Technical Bid

- 1.1 In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- 1.2 The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- 1.3 Bidders are advised that only listing experience without providing any supporting information data such as: references, credentials, 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.
- 1.4 Bids must be submitted in either of Canada’s official languages (English or French).

Section II: Financial Bid

2.1 Electronic Financial Proposal Template Instructions

- 2.1.1 Bidders must submit their financial bid in accordance with the electronic financial proposal template provided in the bid package as an electronic attachment entitled “Annex_B_Basis_of_Payment.xls”. The proposal once filled out by the bidder must be submitted in a MS Excel compatible file format. The evaluation of financial proposals may be done using an automated system. Bidders must not alter the template in any way. Any alteration of the proposal template by the Bidder which prevents automated evaluation will render its bid non responsive.
- 2.1.2 Bidder must complete the fields of the template in accordance with the instructions for each field as indicated in the template and in sections 2.2, 2.3 and 2.4.

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2.2 Sample Menus - Food Costs Element (blue section)

- 2.2.1 Food dishes specifically named in the sample menus of the financial proposal template are strictly for the purpose of establishing context. Bidders must base their pricing on the catering guide submitted with their proposal and honour the pricing submitted by category of dish (salad, entrée, cookies, dessert, standard hors d'oeuvre, premium hors d'oeuvre, etc.) in any resulting contract.
- 2.2.2 If the exact item stated in the electronic financial proposal template is not provided by the Bidder or deviates from items offered in the Bidder's standard catering menu, the Bidder may substitute the item with a similar item offered by the Bidder, for the purposes of this sample pricing. Bidders must provide a full description of the replacement item within the bid so that DFATD can verify that the replacement item is an acceptable substitute for the listed item.
- 2.2.3 In the column labelled Food Costs, bidder must, for each applicable line, enter a dollar value which includes the total food or beverage cost per portion indicated in the Portion Size column. This value must include the cost of all permanent ware and disposables.
- 2.2.4 Food and beverage costs based on the values submitted will be tallied automatically and placed in the appropriate Sub-total and Evaluated price fields.

2.3 Sample Menus - Labour Costs Element (green section)

- 2.3.1 For each Position named in each Sample Event, the bidder must enter a value for Man-hours. These values must be representative of Bidder's best estimate of the personnel required to fulfill the Sample Events. This value is estimative and does not constitute a fixed commitment.
- 2.3.2 If the Bidder determines that a position is not relevant to the Event Scenario, it is permitted to enter a man hours value of "0" (zero) for this Position.
- 2.3.3 For each Position named in each Sample Event, the Bidder must enter a dollar value in the Hourly Rate cell. Hourly rates for identical Positions must all be the same. In the event they are different, the lowest of the proposed Hourly rates for the named Position will be established as the Bidder's hourly Rate for all Positions that bear the same name in the Financial Proposal and must be honored in any resulting contract.

2.4 Bar Service

- 2.4.1 Bidders must provide firm price(s) and/or rate(s) associated with providing bar service **including** alcohol cost(s) as indicated below:
- (a) The Contractor must only serve Canadian wine and beer at Embassy events unless prior authorization is received from the Events Production Team.
 - (b) All alcohol for Embassy events must be obtained by the Contractor from the Embassy stock.
 - (c) The Contractor is strictly prohibited from marking up the price of any alcohol purchased from the Embassy stock. Any indication of a mark-up on alcohol will, at the sole discretion of the Embassy, constitute a material breach of the contract;
 - (d) The price of the bar service is to be quoted as a per person rate that is fully inclusive of all costs including but not limited to alcohol, water, soda, garnishments, labor, etc.
- 2.4.2 Bidders must indicate:
- a) any additional requirements such as minimum service hours (e.g. 2 hours) or other requirements associated with their quoted rates
 - b) a description of the products and services included in the price including of any garnishments, types of beverages, minimum labor requirements, etc.

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2.4.3 **NOTE:** a hardcopy of the alcohol prices for the Embassy stock will be distributed at the mandatory site visit.

2.5 Historical Attendance and Revenue for Cafeteria & Catering Services

2.5.1 The volumetric (historical usage) data stipulated below is provided in good faith and does not represent a commitment on the part of Canada. Canada's actual usage may be higher or lower.

- a) Population - Embassy Personnel and guests equal approximately 300 per day.
- b) Catering - Generally the Embassy has between 350 to 450 catering events a year with between 17,500 to 22,500 invited guests.

Section III: Certifications

3.1 Bidders must submit the certifications required under Part 5.

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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.

2. Conduct of Evaluation

2.1 In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

- a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
- c. request, before award of any contract, specific information with respect to bidders' legal status;
- d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
- e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
- f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
- g. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

2.2 Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

3. Technical Evaluation

3.1 The technical evaluation will include a 4 stage process as follows:

3.1.1 Mandatory Technical Criteria

The mandatory technical evaluation criteria are included in Attachment 1 to Part 4.

3.1.2 Point Rated Technical Criteria

The point rated technical evaluation criteria are included in Attachment 1 to Part 4.

3.1.3 Off-site Catered Event Review

The point rated technical evaluation criteria for the "off-site catered event review" are included in Attachment 1 to Part 4.

3.1.4 Food Tasting Presentation

The point rated technical evaluation criteria for the "food tasting presentation" are included in Attachment 1 to Part 4.

3.2 Overall Technical Score

The overall technical score will be calculated based on the sum of the points obtained (assessed) for stage 3.1.2, 3.1.3 and 3.1.4.

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4. Financial Evaluation

4.1 Total Labour Costs calculation methodology (Green section)

In order to allow for a fair and transparent evaluation, the fields in the Electronic Financial Proposal Template labelled Man hours and Labour Costs will be subjected to additional calculation, as detailed below, after bid closing:

1) Man-hours proposed by all technically responsive Bidders will be tallied and averaged by Position name for each of the Sample Events.

2) The average man hours by Position name obtained as a result of the calculation will then be applied to the appropriate Man hours cell of each responsive Bidder's **Electronic Financial Proposal Template**.

Example:

- 7 bids are received, only Bidders 1, 4 and 5 are compliant.
- In the Continental Breakfast Buffet Sample Event:
 - o Bidder 1 estimated the attendant(s) man hours at 5
 - o Bidder 4 estimated the attendant(s) man hours at 3
 - o Bidder 5 estimated the attendant(s) man hours at 9

The calculation of the average is accomplished by adding the man-hour estimates ($5+3+9=17$) and dividing that value by the number of responsive bidders ($17/3 = 5.66666$). This value will be rounded to the nearest integer (to 6 in this case) and applied to the appropriate cell in all technically responsive bids.

This exercise will be repeated for all Positions in every sample event.

3) The Labour Costs for each technically responsive bid will be re-calculated based on these average estimated Man Hour values.

4) Total Labour Costs will be directly derived from adding all the re-calculated Labour Cost subtotals.

4.2 Total Food Costs calculation methodology (Blue section)

Total food costs will be directly derived from adding all the Food Cost subtotals.

4.3 Total Evaluated Price calculation methodology (Pink section)

The Total Evaluated Price of each Table (A to F) will be the Total Labour Costs (green section) added to the Total Food Costs (blue section) and subsequently multiplied by the number of events.

4.4 Grand Total Evaluated Price calculation methodology (Light Brown section)

The Grand Total Evaluated Price of the bid will be the sum of the total evaluated price(s) of Tables A to F.

The price of the bid will be evaluated in United States dollars (\$ USD), Applicable Taxes excluded, FOB destination, U.S. customs duties and excise taxes included.

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5. Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)

- 5.1 To be declared responsive, a bid must:
- a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 70 percent of the points for the technical evaluation criteria which are subject to point rating.
- 5.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 5.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 5.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 5.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 5.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 5.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- 5.8 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

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ATTACHMENT 1 TO PART 4
TECHNICAL EVALUATION CRITERIA

1. Mandatory Technical Criteria

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

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT)	
Mandatory Technical Criterion	Bid Preparation Instructions
<p>MT1. Experience of the Bidder</p> <p>The Bidder must have acquired a minimum of five (5) consecutive years of experience in providing food services of similar size and scope to the requirement detailed in Annex A, Statement of Work.</p> <p>Each project of similar size and scope is defined as follows:</p> <ul style="list-style-type: none"> (a) High profile and high quality food catering and cafeteria services. (b) Government, diplomatic, or private sector client. (c) For an organization consisting of at least 200 onsite individuals. (d) Delivered within the Washington, D.C. Metropolitan Area* <p>*This area is defined as the Washington Metropolitan Statistical Area (MSA) by the United States Office of Management and Budget.</p>	<p>The Bidder must complete the chart provided in Attachment 2 to Part 4 "List of Cafeteria & Catering Experience"</p>

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Mandatory Technical Criteria (MT)	
Mandatory Technical Criterion	Bid Preparation Instructions
<p>MT2. Experience of the Proposed Resource(s)</p> <p>MT2.1 Onsite General Manager</p> <p>The Onsite General Manager must:</p> <ul style="list-style-type: none"> (a) have acquired a minimum of four (4) years of experience in directing food services operations in a supervisory capacity for an operation of the size similar to the Embassy (i.e. roughly 300 persons) (b) be able to fluently read, write, and communicate in English <p>MT2.2 Alternate Onsite General Manager</p> <p>The Alternate General Manager must:</p> <ul style="list-style-type: none"> (a) have acquired a minimum of two (2) years of experience directing food services operations in a supervisory capacity for an operation of the size similar to the Embassy (i.e. roughly 300 persons) (b) can fluently read, write, and communicate in English <p>MT2.3 Chef</p> <p>The Chef must:</p> <ul style="list-style-type: none"> (a) have acquired a minimum of four (4) years of experience in providing professional cooking services of similar size and scope to the requirement in Annex A, Statement of Work. 	<p>For each proposed resource (i.e. one onsite general manager, one alternate general manager, and one chef), the Bidder must submit a detailed Curriculum Vitae demonstrating that each mandatory requirement is met.</p>
<p>MT3. Cafeteria & Catering Menus</p> <p>The Bidder must provide the following:</p> <p>MT3.1 a complete cafeteria menu of food and beverages to be offered at the Embassy; Pricing must be included with the cafeteria menu.</p> <p>MT3.2 a complete catering menu of food and beverages to be offered at the Embassy including:</p> <ul style="list-style-type: none"> (a) Breakfast (Continental, Hot Buffet, Served) (b) Lunch (Buffet, Sandwich Buffet Only, Served) (c) Dinner (Buffet, Served) (d) Reception hors d'oeuvres (e) Bar service <p>All reference to pricing must be removed from the catering menu. Pricing should be included separately within the financial proposal only.</p>	<p>The Bidder must provide the cafeteria and catering menus meeting the stated requirements.</p>

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Mandatory Technical Criteria (MT)

Mandatory Technical Criterion

Bid Preparation Instructions

MT4. Regional Office

Bidder must have at least one regional service outlet serving the Washington D.C area at the time of bid.

The Bidder must provide the full address of its outlet in Washington, D.C.

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2. Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Table 1			
#	Point Rated Technical Criteria	Minimum Number of Points Required	Maximum Number of Points
RT1	Organization and Management	n/a	30
RT2	Experience of the Proposed Resource(s)	n/a	40
RT3	Understanding of the Cafeteria Requirement	n/a	35
RT4	Understanding of the Catering Requirement	n/a	60
RT5	Environmental and Sanitation Policies and Standards	n/a	5

Table 2	
Overall Maximum Points Available =	170
Overall Minimum Points Required =	119
Bids must achieve an overall minimum score of 70%. Bids that do not meet this requirement will be declared non-responsive.	

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Rating Table

Percentage of Available Points	Basis for Percentage Distribution
0%	The response is deficient. Bidder receives 0% of the available points for this element.
50%	The response includes some information, but is also missing a substantial amount of information. Some elements poorly described. Bidder receives 50% of the available points for this element.
70%	The response includes most of the information required to be complete meeting the established minimum and contains no significant weaknesses. Bidder receives 70% of the available points for this element.
85%	The response includes a substantive amount of the information required to be complete and contains some value added elements. Bidder receives 85% of the available points for this element.
100%	The response includes substantial details demonstrating a complete and thorough understanding of the requirement. Bidder receives 100% of the available points for this element.

This Rating Table applies to ALL of the Point Rated Technical Criteria.

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RT1 – Organization and Management		
Point Rated Technical Criteria	Bid Preparation Instructions	Weighting (up to)
The Bidder should describe its organization and management including corporate structure to deliver on the requirements in Annex A, Statement of Work.	The Bidder's technical bid should include at minimum the following:	
	<p>Team Organization and Description</p> <p>a) Description of the corporate and operational structure including organizational chart, key resources, their roles and responsibilities from CEO level to Onsite General Manager and frequency/purpose of periodical on-site visits from senior staff at the work location.</p>	15 points
	<p>Performance Management and Recruitment</p> <p>b) Strategy for managing personnel and supplier performance (e.g. absenteeism, performance, quality of food, etc.) including disciplinary policy and ensuring timely replacement of personnel and/or suppliers as appropriate.</p>	
	<p>Scheduling and Training</p> <p>c) Strategy for scheduling the work and hours of personnel and their training in methods and procedures.</p>	15 points
	<p>Cancellation Policy for Event Catering</p> <p>d) Description of the cancellation policy including minimum notification period and cancellation fee(s) for each function type (i.e. buffet, served function, etc.)</p>	
<p>Additional Capacity</p> <p>e) Capacity to provide additional (on-call) personnel including length of notice period required and procedures to ensure adequate resource capacity at all times.</p>		
Maximum Points =		30

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RT2 – Experience of the Proposed Resource(s)		
Point Rated Technical Criteria	Bid Preparation Instructions	Weighting (up to)
The proposed resource(s) should have acquired experience in food services similar in size and scope to the requirement described in Annex A, Statement of Work	The Bidder's technical bid should include at minimum the following:	
	Chef a) experience providing professional cooking services for client similar to the Embassy (government or diplomatic) and relevant training and certifications	15 points
	Onsite General Manager b) experience directing food services for client similar to the Embassy (government or diplomatic) and relevant training and certifications	15 points
	Alternate General Manager c) experience directing food services for client similar to the Embassy (government or diplomatic) and relevant training and certifications	5 points
	Other Key Personnel d) experience of other key personnel (e.g. Bartender, Waiter/Waitress, Servers, Attendants) in providing food services for client similar to the Embassy (government or diplomatic) and relevant training and certifications	5 points
Maximum Points =		40

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RT3 - Understanding of the Cafeteria Requirement		
Point Rated Technical Criteria	Bid Preparation Instructions	Weighting (up to)
The Bidder should demonstrate a complete understanding of the cafeteria requirements in Annex A, Statement of Work.	In order to demonstrate a complete understanding of the requirements, the Bidder's technical bid should include the methodology and proposed approach (i.e. tools and/or mechanisms) for the following:	
	a) Strategy to ensure the highest food quality, standards, portioning, taste, variety, temperature and presentation	5
	b) Strategy for customer service including responsiveness, speed of service (food point of sale and cashier) and friendliness c) Strategy for providing merchandising, signage and presentation. d) Nutritional programs offered to provide healthy and nutritional cafeteria menu options including disclosure of nutritional value of menu items, dietary and health approaches used and signage to identify gluten/wheat, allergens to eggs, dairy, nuts, and vegetarian options. e) Supervision by café management and involvement in front-of-house and customer service f) Strategy to provide promotional and special events g) Providing training to staff and back up personnel, in standards, quality and service to ensure highest quality service at all times h) Strategy to respond to feedback and critical comments regarding quality of food and/or service including implementation of corrective action i) State hours of customer service	15
	Cafeteria Menu j) Provision of the full cafeteria menu including full descriptions and pricing as per requirements in Annex A, and clearly indicate if the items in Attachment 4 to Annex A are being provided (mandatory and optional items). The menu should also include: <ul style="list-style-type: none"> - A diversity of items - Availability of Embassy preferred options (refer to Attachment 4 to Annex A) - Reasonable prices - any additional items or information proposed. 	15
Maximum Points Available =		35

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RT4 - Understanding of the Catering Requirement		
Point Rated Technical Criteria	Bid Preparation Instructions	Weighting (up to)
The Bidder should demonstrate a complete understanding of the catering requirements in Annex A, Statement of Work.	In order to demonstrate a complete understanding of the requirements, the Bidder's technical bid should include the methodology and proposed approach (i.e. tools and/or mechanisms) for the following:	
	a) Strategy to ensure the highest food quality, standards, portioning, taste, variety, temperature and presentation	10
	b) Customer service including responsiveness to requests, proposals and financial considerations c) Strategy for providing highest quality beverage service d) Nutritional programs to provide healthy and nutritional catering menu options e) Providing training to staff and back up personnel, in standards, quality and service to ensure highest quality service at all times f) Strategy to respond to feedback and critical comments regarding quality of food and/or service including implementation of corrective action	20
	Catering Menu g) Provision of the full catering menu, format and inclusions (NO PRICING) of food and beverages for all function types, including: <ul style="list-style-type: none"> - Breakfast (continental, hot buffet, served) - Lunch (buffet, sandwich buffet only, served) - Dinner (buffet, served) - Reception (hors d'oeuvres) - Bar service 	25
	Catering Menu - Food and Beverage Quality h) food and beverage items, portion sizes, quality, variety and focus on Canadian cuisine	5
Maximum Points Available =		60

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RT5 – Environmental and Sanitation Policies and Standards		
Point Rated Technical Criteria	Bid Preparation Instructions	Weighting (up to)
The Bidder should describe its environmental and sanitation policies and standards to deliver on the requirements in Annex A, Statement of Work.	The Bidder's technical bid should include at minimum the following:	5
	Sanitation Policy and Procedures a) Sanitation policy and procedures including standards schedule, frequency, control of food, trash disposal and relevant training programs	
	Sanitation Standards b) Strategy to ensure sanitation standards are enforced and adhered to by personnel including inspection, monitoring and reporting	
	Environmental Management c) Strategy to provide and implement resource conservation measures including source reduction, recycling, composting of food waste, and conservation of energy and water.	
	LEED Certification d) Strategy to assist the Embassy to obtain higher level LEED certifications	
Maximum Points =		5

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3. Off-Site Catered Event Review

(APPLICABLE ONLY TO THE TOP 3 HIGHEST SCORING BIDDERS ON THE POINT RATED (RT) AND WITH SCORES 70% OR GREATER)

- 3.1 Bids which meet the required number of points for the point rated technical criteria will be evaluated and scored based on an off-site catered event review. Bidders must achieve an overall minimum score of 70% (28 points out of a maximum of 40 points). Bids that do not meet this requirement will be declared non-responsive.
- 3.2 Bidders must identify a catered reception (minimum attendance of 100 guests) and provide the contact information for its client located in the Maryland-Virginia-District of Columbia area for whom the Bidder is currently providing catering services. A client whose services are similar in size and scope to the Embassy is preferred. The off-site catered event review must occur within a two (2) week period.
- 3.3 Bidders must ensure that the client is willing to accommodate the Embassy staff to briefly visit one of the Bidder's catered events to evaluate the service and food standards. The Embassy will work with the Bidder to ensure such a visit is of minimal disruption to the client and the Bidder.
- 3.4 The Embassy will prepare a score card to be used for the evaluation purposes which will be distributed to Bidders in advance of the visit and will include such factors as: menu variety, dietary restrictions, quality of service, etc.

4. Food Tasting Presentation

(APPLICABLE ONLY TO BIDDERS WITH SCORES 70% OR GREATER FOR THE OFF-SITE CATERED EVENT REVIEW)

- 4.1 Bids which meet the required number of points for the off-site catered event review will be evaluated and scored based on the food tasting presentation held at the Embassy. Bidders must achieve an overall minimum score of 70% (14 points out of a maximum of 20 points). Bids that do not meet this requirement will be declared non-responsive.
- 4.2 The Bidder's resources must present food and beverages which relate directly to their catering and cafeteria proposal and which represents the type and quality of food to be offered at the Embassy. Bidders will be allotted a 30 minute set-up time plus maximum one (1) hour for presentation. The proposed Onsite General Manager for the Embassy must be in attendance.
- 4.3 The food tasting presentation will be a sit down tasting of items pre-identified by the Embassy (e.g. chicken, fish, vegetarian, dessert, etc.). The Chef in attendance must be the proposed resource within the Bidder's technical bid. Bidders will be limited to one chef and one assistant/server for the presentation.
- 4.4 The Embassy will prepare a food tasting evaluation form to be used for the evaluation purposes which will be distributed to Bidders in advance of the presentation and will include such factors as: quality, temperature, plating, balance, appearance/color, garnish, doneness, flavor,-seasoning, texture, etc.
- 4.5 All costs associated with delivery of the presentation will be assumed by the Bidder. DFATD reserves the right (but has no obligation) to waive the food tasting presentation if only one bidder is compliant to the point rated technical criteria.

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5. Overall Technical Score

The Overall Technical Score will be calculated as follows:

Overall Technical Score	
Total Score for Point Rated Technical Criteria (RT) =	A
Total Score for Off-Site Catered Event Review =	B
Total Score for Food Tasting Presentation =	C
Overall Technical Score (out of a maximum of 230 points) =	D = A + B + C

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**ATTACHMENT 2 TO PART 4
LIST OF CAFETERIA & CATERING EXPERIENCE**

Bidders must complete the chart below by indicating their experience as required within Mandatory Technical Criteria (MT1)

Bidders should provide the most recent information first.

#	Client name, address, and contact information	Operating on Profit/Loss OR Management Fee (indicate P/L or MF)	Client size (estimate)	Contract start date & end date (month/year)	Describe the type of services provided	Written evaluation or reference letter from client attached? (Y/N)

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PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

1. Certifications Precedent to Contract Award

The certifications listed in Attachment 1 to Part 5 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame specified will render the bid non-responsive.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the requirements in Attachment 1 to Part 5 is accurate and complete.

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ATTACHMENT 1 TO PART 5
CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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. Failure to comply with the request may result in the bid being declared non-responsive.

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.

3. Federal Contractors Program for Employment Equity - Bid Certification

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

http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml

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.

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FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 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 ESDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

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PART 6 - RESULTING CONTRACT CLAUSES

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 Intranet site http://www.international.gc.ca/about-a_propos/proactive_disclosure-divulgation_proactive.aspx?menu_id=49&menu=L

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

1. Statement of Work

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

1.1 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: **[to be completed by DFATD at contract award]**

- (a) Onsite General Manager: _____
- (b) Alternate Onsite General Manager: _____
- (c) Head Chef: _____

2. 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 issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2015-07-03), General Conditions - Services (Higher Complexity) apply to and form part of the Contract.

The general conditions are available at:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/15>

3. Security Requirement

- 3.1 At missions abroad, the Contractor and their employees, subcontractors, and backup staff ("Personnel") involved in the work must 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).
- 3.2 The Contractor and their 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).
- 3.3 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

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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.

- 3.4 The Contractor shall be responsible to identify the Security Requirements of the Contract to their Subcontractors and to ensure that the Subcontractors comply with these requirements.

4. Term of Contract

4.1 Period of the Contract

The period of the contract is from _____ to _____ inclusive. [to be completed by DFATD at contract award]

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 three (3) additional periods of one year each 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 fifteen (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:

Name
Title
Branch
Foreign Affairs, Trade and Development Canada
Address

Telephone:
Fax:
E-mail:

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

The Project Authority for the Contract is: [to be completed by DFATD at contract award]

Name
Title
Branch
Address

Telephone:
Fax:

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E-mail:

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

[to be completed by DFATD at contract award]

6. Payment

6.1 Basis of Payment – Task Authorizations

For the Catering Services described in Annex “A” Statement of Work:

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid firm price(s) and/or rate(s) in accordance with the Basis of Payment in Annex “B”, as specified in the authorized TA.

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

6.2 Limitation of Expenditure – Cumulative Total of all Task Authorizations

Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_____ in United States Dollars (USD). Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

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.

6.3 Method of Payment - Single Payment

Canada will pay the Contractor upon completion and delivery of the Work under each authorized TA, in accordance with the payment provisions of the Contract if:

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

6.4 Inspection and Acceptance

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The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.5 SACC Manual Clause(s)

The following SACC manual clause(s) are included to the contract by reference:

Number	Date	Title
C0705C	2010-01-11	Discretionary Audit

7. Invoicing Instructions

- 7.1 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.

For each TA, invoices shall be submitted within two (2) working days from completion of the event and include the following:

- a) total payable, in accordance with the authorized TA;
- b) the date of invoice preparation;
- c) event name and location;
- d) event date and time;
- e) itemized event details and charges; and,
- f) name of the EPT Lead or Program Lead authorizing the event;

- 7.2 Invoices must be submitted to the EPT or Program Lead responsible for authorizing the event. Under no circumstances will the Contractor submit an invoice to an outside third party who participated in an event at the Embassy, nor accept payment from an outside third party who participated in an event at the Embassy.
- 7.3 The EPT or Program Lead must verify and acknowledge acceptance of the charges on the itemized invoice.
- 7.4 Once accepted by the EPT or Program Lead, the invoice shall be submitted by EPT or the Program Lead to the Finance Department for issuance of payment.

8. Task Authorization(s)

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

8.1 Task Authorization Process

- 8.1.1 The EPT or Program Lead will initiate the Task Authorization process by providing the Contractor an e-mail request with a description of the event and required task(s).
- 8.1.2 The Contractor must provide the EPT Lead or Program Lead, within two (2) working days of receipt, a Task Authorization (TA) form confirming their acceptance to perform the Work.
- 8.1.3 The Task Authorization (TA) form may be on the Contractor's own form, and must contain the following information:
- (a) Name and contact information of the EPT Lead or Program Lead;
 - (b) for catering services, a unique event name, and for cart services, an identifier that states: "Cart Service – Host name";

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- (c) date, time and location of the event;
- (d) planned number of guests;
- (e) event type (e.g. briefing, meeting, conference, reception, breakfast, lunch, dinner, other);
- (f) Embassy room name, capacity and location for the event;
- (g) the details of the catering activities to be performed, and completion dates/times for the major activities;
- (h) an estimate of the total event costs;
- (i) an itemized list of the total cost(s) including, as applicable, food, beverages, alcohol, flower purchases, rental of linens, tables, chairs, coat racks and any other equipment required, and/or a proposed event menu), established in accordance with the Basis of Payment specified in the Contract.

8.1.4 The Contractor must not commence work until the Task Authorization is authorized by the EPT or the Program Lead and a signed copy has been received by the Contractor. The Contractor acknowledges that any work performed before an authorized TA has been received will be done at the Contractor's own risk.

8.2 Periodic Usage Reports – Contracts with Task Authorizations

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

8.2.2 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.

8.2.3 The data must be submitted on a monthly basis to the Project Authority. The data must be submitted to the Project Authority no later than fifteen (15) calendar days after the end of the reporting period.

8.2.4 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:

8.2.4.1 For each authorized task:

- (a) the authorized task number and event identifier number;
- (b) a title or a brief description of each authorized task;
- (c) the total estimated cost specified in the authorized Task Authorization (TA), exclusive of Applicable Taxes;
- (d) the start and completion date for each authorized task; and
- (e) the active status of each authorized task, as applicable.

8.2.4.2 For all authorized tasks:

- (a) the total amount specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs, exclusive of Applicable Taxes;
- (b) the total amount of all authorized TAs to date, exclusive of Applicable Taxes; and
- (c) an alcohol consumption report for each event indicating the amount of beer, wine, and other alcohol consumed at each event.

9. Certifications

9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that

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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.

10. Applicable Laws

The contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada; provided, however, that the Contractor must comply with all local laws, statutes, and regulations pertaining to or otherwise applicable to the Contractor's performance at the work site.

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-09-25), General Conditions – Higher Complexity – Services
- (c) Annex “A”, Statement of Work (including all of its appendices);
- (d) Annex “B”, Basis of Payment;
- (e) Annex “C”, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any)
- (g) The Contractor's bid dated _____, as clarified _____.

12. Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

13. Insurance

13.1 The Contractor must comply with the insurance requirements specified in Annex “C”. 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.

13.2 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.

14. Accounting Reports

14.1 On a monthly basis during the term of the Contract, the Contractor must provide the Project Authority (or delegate) an accounting report (i.e. profit and loss statement) regarding the operation of all food services during the previous monthly period.

14.2 The data must be submitted to the Project Authority no later than fifteen (15) calendar days after the end of the reporting period. The report will be in an MS Excel format as specified by the Project Authority.

14.3 The report must contain a detailed statement of:

- (a) all receipts and other revenue(s) for each element of service (i.e. cafeteria, vending machines and catering) and a separate line item for alcoholic beverage revenue, cart services revenue and any other data reasonably requested by the Project Authority;
- (b) all operating costs incurred for each element of service (i.e. cafeteria, vending machines and catering);
- (c) total amount(s) based on revenue(s) and cost(s) reflecting the profit or loss retained by the Contractor respective of each element of the food services;
- (d) for the catering services, the following additional information must be provided:

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- i. event date and time;
- ii. event name and location;
- iii. total amount;
- iv. invoice date; and,
- v. name of the EPT Lead (event services) or Program Lead (cart service).

15. Financial Responsibility

- 15.1 The Contractor will not use or make reference to the term 'Embassy of Canada', 'Canadian Embassy', or any derivation thereof, in the establishment of its accounts with third party suppliers. The contractor must establish its accounts with suppliers under its own registered business name.
- 15.2 The Contractor will not use the address of the Embassy as a place of business. It must use the address of its corporate or regional offices for this purpose. The Embassy's street address may only be used as a destination point (ship to) for deliveries.
- 15.3 The Contractor will pay, on a current basis, all operating expenses and other expenses incurred in its operation of the cafeteria and catering food services, and shall save, defend and hold Embassy harmless from and against any and all liability and/or claims for or related to any such expenses.
- 15.4 The Contractor shall maintain complete and current books of account and financial records. These items shall be properly stored and all such books and records will be maintained in accordance with the Generally Accepted Accounting Practices and will be made available for examination to the Embassy and its auditors immediately upon request.

16. Indemnification

- 16.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work. Any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by Canada.
- 16.2 The Contractor's liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice Her Majesty from exercising any other rights under law.
- 16.3 The Contractor acknowledges that he is not an employee, servant or agent of Her Majesty and will not represent or hold himself out to third parties in that capacity. To the extent that any third party, in reliance upon representations by the Contractor, considers the Contractor to be an agent or employee of the Minister, the Contractor agrees to indemnify the Minister for any loss or damages and costs occasioned thereby by such third party.

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ANNEX "A"
STATEMENT OF WORK

1. Title
Food Catering and Cafeteria Services in Washington D.C.

2. Background

2.1 Status of the Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

2.2 Definitions

- (a) "Project Authority" refers to the Embassy's Head of Property
- (b) Events Production Team (EPT) Lead refers to any member of the events production team who will coordinate all catering requests for official hospitality events with the Contractor.
- (c) "Program Lead" refers to an Embassy employee authorized to request cart services with the Contractor.
- (d) "Equipment" means all kitchen accessories, materials, wares, equipment, tools, and other items required by Contractor to provide first class food services as required herein, except for those items made available by the Embassy.

3. Objective(s) of the Work

3.1 The objective of the work is to provide the highest quality food, beverages, service and support for the cafeteria and vending machine services and for catered events at the Embassy on an "as and when requested" basis.

4. Scope of Work

4.1 The scope of work includes providing cafeteria and vending machine services during regular business hours, and catering services on an "as and when requested" basis for functions and events held at the Embassy of Canada, Washington, D.C.

4.2 The Contractor will be responsible for providing all labour, supervision, equipment, tools, food, beverages, and other items and services necessary for the management and provision of first class food and beverage services as described herein with the exception of those items specifically noted.

4.3 The Contractor will provide high quality service for the cafeteria and vending machine services, which are primarily for the Embassy staff and invitees.

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- 4.4 The Contractor will also provide the highest quality food, beverages, service and support to catered events on an “as and when requested” basis whether large or small that are held at the Embassy and only upon request and authorization from an EPT Lead or Program Lead.
- 4.5 Catering and cafeteria services are to be performed by the Contractor on a profit and loss basis. The Embassy will not subsidize or offset losses, if any, incurred by the Contractor. The Contractor will not be allowed to sub-contract either service.

5. Tasks and Specifications

- 5.1 The Contractor will manage and operate the food services in order to provide first class food services in conformity with best business practices, industry standards and to the specifications detailed in this Statement of Work, whichever is more stringent.
- 5.2 The minimum specifications and standards are listed in this Statement of Work and appendices attached hereto.

5.3 Food and Beverage Purchases

- 5.3.1 The Contractor must purchase all food, beverages (other than alcohol procured in accordance with this Contract as detailed in 5.1.4 below) and other supplies required to provide the food services from vendors or suppliers recommended by the Contractor and approved by the Embassy at competitive, wholesale or trade prices taking into account the quantity and quality required to meet the high quality standards required. Where food quality falls below reasonable Embassy standards, the Contractor shall meet forthwith with the Project Authority to address said concerns, identify the problem(s), and ensure food quality is promptly raised.

5.4 Purchase of Alcohol

- 5.4.1 To the extent reasonably possible and subject to availability, the Contractor shall purchase all alcohol used in providing the catering service from the Embassy's stock. The Contractor must promptly inform the EPT Lead if there is a low stock of a particular alcoholic beverage that they require.
- 5.4.2 Alcohol purchased from the Embassy's stock shall only be used for events on the Embassy premises and **must not** be taken off the Embassy premises without the Project Authority's prior written consent.
- 5.4.3 The Contractor shall ONLY serve “premier” grade alcohol and Canadian wine and beer at events catered at the Embassy unless otherwise authorised by the Events Production Team. The Contractor must obtain the prior written approval of the Project Authority in order to serve alcohol not otherwise deemed “premier” by industry standards.
- 5.4.4 Any alcohol purchased from Embassy stock and served at an Embassy event, must be charged back to the Embassy at cost. The Contractor is prohibited from marking up the cost of all alcohol.

5.5 Liability for Non-Contractor approved Vendors

- 5.5.1 The Embassy understands that the Contractor may enter into agreements with many vendors and suppliers of products which (I) give the Contractor the right to inspect such vendors' and suppliers' plants and/or storage facilities and (II) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by the Contractor on behalf of the EPT Lead. The EPT Lead may, however, request the Contractor to purchase products from a non-Contractor approved vendor who must reasonably meet the Contractor's purchasing standards.

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5.6 Cafeteria Services

- 5.6.1 The Cafeteria food and beverage menu items and selection range **must** be competitively priced as compared to other similar facilities or venues in the Washington D.C. area.
- 5.6.2 The Contractor shall use its best efforts to ensure that visitors, guests and staff to the Embassy have a professional cafeteria experience.
- 5.6.3 The Contractor **must**, on a quarterly basis propose a detailed daily cafeteria menu, in electronic format, to the Project Authority. The menu, inclusive of pricing, must be provided at least three (3) business days prior to the menu taking effect so that the Project Authority may review it, recommend alterations if necessary, and arrange to have it posted on the Embassy's Intranet. Acceptance will be based on diversity of items, taste, seasonality and price of the proposed menu and, subject to Project Authority's approval, consideration of anticipated attendance for the period (traditionally August and late December is a low volume period).
- 5.6.4 The Contractor **should** present a plan regarding any institutional efforts or internal procedures or policies regarding nutritional programs, dietary accommodations, and wellness initiatives for customers. This plan should be available to Embassy employees either in a pamphlet or available electronically on the Embassy's intranet page alongside the menu.
- 5.6.5 All cafeteria menu items and prices **must** be prominently displayed on menu boards in the cafeteria. No price adjustments or changes will be made without the Project Authority's knowledge and prior written approval.

5.6.5 Hours of Operation

- 5.6.5.1 The cafeteria **must** be open and ready to serve customers from 7:30 am (opening) to 2:30 pm (closing), Monday to Friday, excluding the 11 Embassy holidays each year when the cafeteria will be closed. (Dates to be provided upon contract award.)
- 5.6.5.2 The Contractor **must** ensure there is a cashier working and attending the cashier station at all times while the cafeteria is open for business.
- 5.6.5.3 The menu **should** be served daily as follows:
- (a) Breakfast from 7:30am to 10:30am
 - (b) Closed (changing over from breakfast to lunch) from 10:30am to 11:00am
 - (c) Lunch from 11:00am to 2:30 pm
 - (d) Beverages and "grab and go" food from opening to closing.
 - (e) Any deviations to the Embassy's preferred hours should be indicated by Bidder in their bid submission. Bidders should indicate why the hours are being revised. Note that the Embassy discourages Bidders from reducing the listed service hours.

- 5.6.6 The Contractor **must** provide all disposable plates, cups, lids, thermal sleeves, stirrers, napkins and utensils.

5.6.7 Cafeteria Menu Format, Inclusions and Pricing

- 5.6.7.1 The Contractor must adhere to and comply with the cafeteria menu format and inclusions detailed in Appendix "4" to the Statement of Work and as detailed in the Contractor's bid.

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5.6.7.2 The Contractor may propose changes (additions, removals, pricing) to the cafeteria menu format & inclusions on a quarterly basis, however any such change requires the written pre-approval of the Project Authority. The Project Authority reserves the right to accept all, part or none of the proposed changes.

5.7 Vending Machine Services

5.7.1 The Contractor **must** provide at minimum two (2) Vending machines either in-house or the Contractor **may** sub-contract the service with prior approval from the Project Authority. The Contractor shall manage all vending machines including necessary repairs on a prompt basis. At minimum, one vending machine must provide cold soft drinks and other beverages, and the other vending machine must provide packaged snacks.

5.7.2 The items, prices, restocking frequency, location, and number of vending machines must be pre-approved by the Project Authority. Further, Contractor must provide the Project Authority with their service level standards and re-stocking schedule for the vending machines. The Contractor must promptly attend to any vending machine malfunctions and restock items regularly.

5.8 Catering

5.8.1 The Embassy's in-house catering will be operated on an exclusive basis to the Contractor except as noted in this Section. The Contractor will provide catering services only upon request and approval from the EPT Lead or a Program Lead in locations within the Embassy as listed below. The configurations of rooms may change subject to any renovation projects conducted by the Embassy in the future.

5.8.1.1 Canada Room – The largest entertainment room in the building, located on Level II, is approximately 42 ft wide by 69 ft long. It can be divided into two equal spaces approximately 42 ft by 34 ft. This room, when not divided, is used for standing events of up to 375 people, and sit-down dinners to a maximum of 180 people. When divided it can be used for two events with smaller numbers, such as a meeting with a luncheon or reception. This room is also used for meetings, trade shows, and exhibits that have catering requirements. Also on Level II and Level I are the Art Gallery and Embassy Courtyard.

5.8.1.2 Theatre Lobby – Located on Level I, will accommodate 80 standees for a reception and 40 seated guests for a dinner. For events that also use the Theatre in conjunction with the Theatre Lobby, beverage and pastry service can be extended to 100 guests in this area. No food or drink (except water) is permitted in the Theatre.

5.8.1.3 Conference Rooms – The Embassy has six (6) conference rooms and one (1) boardroom ranging in capacity from 12 to 30.

5.8.1.4 Level VI Rooms – The Embassy has the following rooms on this floor:

- (a) Niagara Room (receptions and dinner tables)
- (b) Large Salon (receptions and buffet tables)
- (c) Small Salon (seated meals that do not exceed eight guests)
- (d) Rooftop Terrace
- (e) Level VI Ambassador's Boardroom

When the Rooftop Terrace is used in conjunction with a Level VI event, the number of guests can increase, but consideration must be given for "foul weather" plans.

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5.8.2 Exceptions to Exclusivity

The Embassy reserves the right to contract or employ private chefs or caterers, including but not limited to Embassy employees, other than the Contractor, in any of the instances listed below:

- (a) Any function/event held in a Level VI Room;
- (b) Up to fifteen (15) events per year at the Embassy (excluding Level VI) which require the presence of chefs and staff from Canadian Government resources;
- (c) Events requiring the presence of the personal chef of the Ambassador;
- (d) the annual Canada Day event which may require the services of chefs in the employ of Canada or celebrity chefs;
- (e) non-official events at the Embassy which are social or otherwise unrelated to the official business of the Embassy as a diplomatic facility, including but not limited to, welcome/departures ceremonies, Club 501, town hall, volunteer appreciation events, staff get-togethers; and,
- (f) Where the Project Authority in its sole and reasonable discretion determines that the quality of the food and/or service in either the cafeteria or for a catering event has fallen below acceptable standards, and has notified the Contractor in writing and provided the Contractor with a reasonable opportunity to improve the quality of the food and/or service and, in the Embassy's opinion, the Contractor has failed to demonstrate a sufficient improvement after such notice.

5.8.3 The hours of operation for the catering services will be from Monday to Sunday on an "as and when requested" basis. The length of each event will vary depending on each event.

5.9 The Contractor's Onsite General Manager shall meet with the Project Authority when necessary but in any event, no less frequently than monthly to discuss, evaluate and plan all aspects with ten (10) days advance, written notice of planned changes in operation and/or management of the food service. Documented discussions of these meetings shall be kept by the Embassy and the Contractor for future reference. The Contractor's District Manager shall meet with the Project Authority no less frequently than quarterly.

5.10 The Contractor shall establish customer survey programs covering its catering and cafeteria services at the Embassy. The forms and techniques shall be subject to prior review and approval of the Project Authority. The Contractor shall provide the results from these activities to the Project Authority, at minimum, twice a year.

5.11 The Contractor shall provide and maintain, at their own cost and expense, all equipment required to provide first class food services as required including, but not limited, to kitchenware, catering equipment, and any other item not available at the Embassy for their usage.

5.12 The Contractor shall collect and remit applicable sale taxes and shall promptly pay all other taxes assessed in connection with the operation of the food service, including but not limited to all social security, unemployment insurance, and other applicable Federal and State (District of Columbia) taxes measured by the wages, salaries or other remuneration paid to the Contractor's Personnel; provided, however, that nothing in this contract shall be deemed to require the Contractor to pay any real or personal property taxes assessed against any property not owned by the Contractor.

5.13 The Contractor shall not commit nor permit any, injury or damage upon or to the Embassy's premises and/or any of the Embassy's facilities or equipment. Upon expiration or earlier termination of this contract, the Contractor shall ensure the Embassy's premises, facilities, and equipment utilized by the Contractor in the operation of the food service in the same condition as found at the commencement of the term of this contract, save for (I) ordinary wear and tear, and (II) losses by insured perils. In no event will the Contractor be responsible for such damage caused by

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negligence of the Embassy, its agents, servants, and/or Personnel. Within ten (10) business days, after the expiration or termination of the contract, Contractor shall remove from the premises all of Contractor's equipment and shall leave the areas they have occupied in a clean state and in good repair. Any of the Contractor's property left on the premises after such time shall be considered abandoned and shall be subject to disposal by the Embassy.

5.14 The Contractor must collect and account for all receipts from the operation of the food service.

5.15 The Contractor must pay, on a current basis, all operating and other expenses incurred in the operation of the food services and to hold the Embassy harmless from and against any and all liability related to such payment or collection.

6. Project Authority's Responsibilities

6.1 The Project Authority will:

- (a) Provide a functional kitchen and furnished and decorated cafeteria dining area.
- (b) Provide pest control and extermination services as deemed necessary by the Embassy and as required by all applicable health and sanitation laws, rules and regulations, except where caused by Contractor negligence.
- (c) Provide all furniture, fixtures, china, and glassware, and other relevant items that can be made available to the contractor at the Embassy's sole discretion.
- (d) Maintain the facility in regards to replacement or repair, except in terms of negligence proven on the part of the Contractor, or accidental damage.
- (e) Provide appropriate power from marked power outlets (WHITE) required for the operation, including hot and cold water; HVAC (heating, ventilation, and air-conditioning); electricity; and exhaust systems for the discharge of fumes, vapours, odours, and gas.
- (f) Provide toilet facilities and lockers for the Contractors' Personnel.

7. Supervision

7.1 The Contractor shall provide adequate supervision at all times when this contract is being performed. The onsite General Manager and/or Alternate General Manager shall have full authority to act for the Contractor, and by being so designated in writing, shall be familiar with all contract matters relating to daily operations of this contract.

7.2 The onsite General Manager and/or Alternate General Manager shall be available at all times during normal working hours as outlined in the Statement of Work. The Contractor shall provide telephone numbers for the Embassy to use to contact the onsite General Manager or Alternate General Manager between the hours of 7am-9pm on business days.

8. Resource Requirements

8.1 The Personnel employed by the Contractor shall be competent, trained and qualified in Food and Catering services type work and must meet all applicable Embassy security requirements. All Personnel shall receive close and continuing first-line supervision by the Contractor.

8.2 The Contractor's Personnel shall be of good character and shall conduct themselves in a professional and businesslike manner at all times on the premises.

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- 8.3 The Contractor shall appoint an Onsite General Manager and Alternate General Manager, and other Personnel as required below. All assigned personnel will be subject to the Project Authority's approval.
- (a) Onsite General Manager: responsible for overseeing the entire operation and services including event coordination (core hours: **8am to 6pm; hours can be adjusted where needed to accommodate events**) (Alternate General Manager to be assigned). The Onsite General Manager (and in their absence, the Alternate General Manager) must provide a telephone number to ensure he/she is reachable.
- (b) Cafeteria Worker: (hours: 7am to 3pm)
- (c) Chef: responsible for providing guidance and oversight to both cafeteria and catering services (hours: 5am to 1pm and additional hours, as required). For catering purposes, the Chef shall meet with EPT, at minimum monthly, to develop new menu items, discuss food combinations and menu design, discuss feedback from prior events, and other topics to further improve upon the delivery of catering services at the Embassy.
- (d) Wait staff: (hours: as required)
- 8.4 The Contractor must employ, train and supervise all personnel necessary for the proper operation and management of the food services. Personnel shall participate in any Embassy orientation program offered.
- 9. Cleaning and Sanitation**
- 9.1 On a daily basis including after each meal and each event, clean and maintain all food service counters, including but not limited to microwaves, cafeteria table tops, coffee services areas, by providing among other things:
- (a) cleaning services (and all related cleaning and paper supplies) for the kitchens, storage rooms/areas (interior and exterior) and floors under the control of Contractor, which include but are not limited to: walls up to the ceiling, exterior of hoods, ducts, vents, other Equipment and fixtures used by the Contractor in food storage and preparation areas; and dining area tables and chairs and the cashiering area prior to 3 pm each day;
- (b) daily pick-up of trash and its removal to the designated area at the loading dock;
- (c) light sweeping/vacuuming of dining room floors during operating hours; and,
- (d) Further the Contractor agrees to maintain all such areas, on an ongoing basis, consistent with industry and health department standards and in accordance with all applicable federal, state, and municipal safety and health laws.
- 9.2 Pest control and extermination services that are required as a result of the Contractor's negligence shall be at the Contractor's expense.
- 9.3 Ensure the cleanliness of the toilet facilities and lockers located in the Kitchen reserved for the exclusive use of the Contractor and its Personnel.
- 9.4 For each meal or event, Contractor must set-up, clean, and remove all tables and chairs and related equipment in the dining area, as requested.

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- 9.5 Keeping the loading dock orderly when Contractor's deliveries arrive. The Contractor shall be responsible for all rubbish removal associated with its food service operation and shall supply its own disposal bags to ensure there is no seepage of liquid or food.
- 9.6 Work with the Embassy on developing and implementing a recycling program including the use of degradable containers. Embassy will provide all recycling and composting containers. Costs associated with the implementation of any recycling program shall be discussed by the parties. Further, the Contractor will work with the Embassy to maintain the Embassy's current Silver LEED certification and discuss and implement activities to assist the Embassy in achieving higher level LEED certification.
- 9.7 The Contractor must provide the "Sanitation Inspection Report", every quarter (3 month period). Refer to **Appendix "3" to the Statement of Work** for the minimum requirements for the report.
- 9.8 The Contractor must promptly repair or replace any item which is damaged due to the Contractor's negligence or accidental damage.
- 9.9 The Contractor must report promptly any malfunctioning appliance or equipment to the Project Authority.

10. Health and Safety Management

- 10.1 The Contractor must respect matters relating to Health and Safety in the workplace including but not limited to all primary health and safety acts, regulations, and directives, fire codes and labour codes in force where the work is performed.
- 10.2 The Contractor shall ensure that a holistic 'best practice' approach is taken with respect to the execution of Health and Safety Management in the Contractor's day-to-day activities.
- 10.3 The Contractor shall demonstrate through its delivery of the services that management of its own staff is an exemplar in terms of Health and Safety best practice.
- 10.4 The Contractor shall take all practicable steps to ensure that their operations, as covered by the scope of the Contract, shall comply with all Health and Safety legislation and any other statutory obligations at all times. The Contractor shall advise the Project Authority on any areas which appear not to comply with applicable legislation. Any works which are necessitated as a result of such advice shall be pre-authorized by the Project Authority prior to implementation.

11. Health and Safety Policy

- 11.1 In operating food services at the Embassy of Canada, the Contractor will take all proper, necessary and sufficient precautions against the occurrence of any accident, injury, or damage to any and all persons or property.
- 11.2 The Contractor shall immediately notify the Project Authority of any fire, accident, or safety hazard that occurs on the premises involving the Contractor's Personnel. The Contractor shall take reasonable measures to remedy any condition in any area that is unsafe, unhealthy, or dangerous.
- 11.3 The Embassy reserves the right to perform health and safety inspections at any time and Contractor shall provide copies of any health and safety reports and inspections, conducted internally or externally, immediately upon availability.
- 11.4 The Contractor and its Personnel shall adhere to all safety measures respecting personnel and fire hazards recommended by national and local codes and/or prescribed by the authorities having jurisdiction concerning equipment, work habits, and procedures.

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11.5 Safety goggles, ear plugs, and protective outwear are the responsibility of the Contractor when tasks call for their use and industry safety standards must be observed when undertaking assignments in the Contract.

11.6 The Contractor shall ensure that all equipment and furniture used to perform the work is in a state of good repair and cleanliness. The Project Authority reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor shall be responsible for supplying suitable replacement equipment.

12. Licenses, Permits, and Taxes

12.1 It shall be the sole responsibility of the Contractor to procure and maintain all necessary licenses and permits at their cost including all business licenses, alcoholic beverage license, health permits as may be required by local, state or federal law.

12.2 It is the Contractor's sole responsibility to collect and remit applicable taxes, and promptly pay all other taxes assessed in connection with the operation of the food service. This includes but is not limited to, all social security, unemployment insurance, and other applicable Federal and State (District of Columbia) taxes measured by the wages, salaries or other remuneration paid to the Contractor's Personnel.

12.3 The Contractor shall provide copies of all relevant licenses and permits at the time of contract award and thereafter upon receipt by Contractor.

13. Statutory holidays

13.1 The Embassy is closed for 11 statutory holidays each year. These holidays are a mix of Canadian and American. The Embassy provides a published list of holidays annually.

14. Government Space and Equipment

14.1 The Contractor will be provided two offices (one in the kitchen and one on Level 4), and broadband internet service for the reception and transmission of information related to the performance of the Contract only.

14.2 The Contractor may be assigned one (1) parking space and an additional parking space subject to availability. The parking space(s) may not be used to store a vehicle overnight, and all Parking Rules and Regulations observed by Embassy Personnel will apply to Contractor's personnel.

14.3 The cafeteria and kitchen space is a total of approximately 2,975 square feet including open waiting space for customers to stand in queue before entering the gallery style food service counter. The cash register is located outside the galley style food service counter and extends into the dining section. The Embassy will supply tables of varying sizes, table cloths, chairs and other furnishings commonly used. The available kitchen equipment is listed within Appendix "3" to the Statement of Work.

14.4 The Embassy cafeteria is located on the main level of the Embassy. It has a seating capacity of 80 people, which is also used as a staff lounge.

15. Uniforms

15.1 All Contractor's Personnel, shall be uniformed at all times while on Embassy property. Access to the building will be denied to any non-uniformed employee of the Contractor.

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- 15.2 Uniforms shall consist of matching trousers, pants or slacks with coordinated, and matching shirts or blouses. The uniform can have the Contractor's name, or monogram, neatly affixed thereon, but they must be consistent. Complimentary coveralls, smocks, or aprons may be worn when performing tasks that require such additional attire.
- 15.3 Clean uniforms shall be worn at all times, and the appearance of the uniforms must be acceptable to the Contract Administrator. Contractor's Personnel shall be required to dress neatly, commensurate with the Embassy's appearance.
- 15.4 Contractor's Personnel shall not wear hats, caps, sweatshirts, T-shirts, sports team clothing or other garments that depict such things as cartoon characters, professional sports team logos, social comments, "catch phrases", etc. Contractor's Personnel shall not wear apparel that has logos or advertising, nor may they wear dark glasses while inside the building. Ornaments, such as lapel-pins or badges, are limited to one (1) and may not be of a political nature.
- 16. Electricity Usage Instructions**
- 16.1 The Contractor will use only the white electric outlets available throughout the building. At no time will equipment be plugged into orange or brown receptacles.
- 17. Contractor's Access to Facilities**
- 17.1 Contractor's Personnel are not permitted to use equipment or locker rooms in the Level 1 gymnasium. Embassy Regulations do not allow non-Embassy staff to use these facilities.
- 17.2 Contractor's Personnel are not permitted to use the Mezzanine Level "Car Wash/Cleaning" facility. Embassy Regulations do not allow non-Embassy personnel the use of these facilities or the special equipment located there.
- 17.3 Contractor's Personnel are only permitted to be in the building while they are on duty with their contractual work or on Lunch/Coffee breaks that are approved as part of the Contract. Embassy Regulations do not allow non-Embassy staff to access social functions except as guests to specific functions.
- 18. Government Site Regulations**
- 18.1 Only those Personnel, whose names appear on the Contractor's payroll, including part-time Personnel, will be allowed access to the work site. No other persons accompanying Contractor's Personnel, or guests of the Contractor's Personnel, will be allowed on site.
- 18.2 The Contractor's Personnel may be subject to questioning and search in relation to security matters by designated members of the Embassy's Security Staff.
- 18.3 Contractor's Personnel may not use radios, CD-players, recording devices, cameras, camcorders, etc., on Embassy property. Nor may Contractor's Personnel carry or wear such devices while on duty.
- 18.4 Contractor's Personnel shall enter and exit the building through the Main Lobby Security Trap only.
- 18.5 Contractor's Personnel is prohibited from turning on personal communication devices including but not limited to portable telephones, cell phones and telephone pagers inside the Embassy.
- 18.6 All keys required for the execution of the Contract must be signed for by the Contractor and fully protected at all times. Keys that may be required on an irregular basis must be signed for at the Security Control Centre and returned immediately after use or no later than the end of each workday.

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- 18.7 Names of all Personnel the Contractor may wish to assign to the Embassy, including but not limited to, full-time, part-time, or backup staff, must be submitted to the Project Authority for security clearance documentation, at least ten (10) working days prior to anticipated start date at the Embassy.
- 18.8 Personnel that are hired infrequently by Contractor (less than five (5) times/month) must be escorted by Personnel with security clearance at all times while on the premises.
- 18.9 Contractor's Personnel must be escorted by Embassy approved staff at all times when inside of a "secure area" within the building.
- 18.10 Building Identification Security Passes, with Personnel's photograph, will be worn by ALL Contractor's Personnel at ALL times when on Embassy property. "Passes" will be worn above the waist and must be visible at ALL times

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APPENDIX "1"
MINIMUM FOOD QUALITY

The Contractor must adhere to the following minimum food quality standards:

Food Type	Quality Standard
Beef:	Minimum required grade/brand is USDA Choice or Better.
Veal:	Minimum required grade/brand is USDA Choice Class A.
Ground Beef:	Minimum required specifications for ground beef is 80:20 lean to fat ratio. Minimum required specifications for ground beef to be used is 85:15 lean to fat ratio.
Poultry:	Minimum required grade/brand is USDA Grade A.
	Minimum required grade/brand for all pork products is USDA No. 1, Selection 1.
Lamb:	Minimum required grade/brand for all lamb products is USDA Choice Class A.
Fish:	Minimum is purchase fresh fish and seafood products from authorized purveyors only where products have been processed in USDC certified facilities.
Variety Meats:	Minimum required grade/brand for all sausage products is number 1 and all products must be processed in USDA certified facilities.
Sausage Products:	Minimum required grade/brand for all sausage products is Number 1 and all products must be processed in USDA certified facilities.
Eggs:	Minimum required grade/brand for all eggs and egg products is USDA grade AA.
Dairy Products:	Minimum required grade/brand for all dairy products is grade AA.
Frozen Foods:	Minimum required grade/brand for all frozen vegetables is Fancy Grade A.
Fresh Produce:	Minimum required grade/brand for all fresh produce is US No. 1 or US Fancy.
Canned Fruits:	Minimum required grade is Fancy Grade A.
Canned Vegetables:	Minimum required grade for all canned vegetables is Fancy Grade A with the exception of tomatoes used as an ingredient item, which is Choice Grade B.
Baked Goods:	Will purchase all ready to serve baked goods from authorized purveyors only.
Freshly Prepared:	Will bake on-site all freshly prepared items.

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APPENDIX "2"
FOOD SAFETY & SANITATION REPORT

The scope of these requirements includes the employee cafeterias, Front & Back-of-the House, All Refrigerated and Non-Refrigerated Storage Areas and Loading Dock.

The Contractor must indicate compliance to the following minimum food quality, safety and sanitation standards:

Food System	Criteria/Observations	Food Code	In Compliance		Points Possible
			Yes	No	
1. Training/ Education	1.1 PIC present at all times				
	1.2 PIC certified/demonstrate knowledge				
2. Receiving	2.1 Food obtained from approved sources /identifiable /use-by date				
	2.2 Food received at appropriate temperatures /temperatures recorded				
	2.3 Outdoor areas/dock clean/in good condition				
3. Storage – Cold/Dry	3.1 Food stored at least 6" above floor				
	3.2 Food covered/protected from contamination				
	3.3 Food labeled/dated/proper rotation				
	3.4 Refrigerator/freezer/dry storage temps appropriate / thermometers used				
	3.5 Storage areas maintained clean/in good condition				
4. Production Temperatures	4.1 No bare-hand contact with ready-to-eat food				
	4.2 Fruits/vegetables washed				
	4.3 In-use utensil storage appropriate				
	4.4 Glove use appropriate				
	4.5 Cooking procedures appropriate				
	4.6 Cooling/thawing/reheating procedures appropriate				
	4.7 Hot/cold holding temperatures/procedures appropriate				
	4.8 Thermometers available/used				
5. Personnel Practices	5.1 No evidence of transmissible disease				
	5.2 Hand washing procedures in place, appropriate hot water temperatures				
	5.3 Outer clothing clean/hair restrained				
	5.4 Fingernails/jewelry appropriate				
	5.5 Eating/drinking/tobacco use in appropriate areas				
	5.6 Personal belongings stored away from food /foodservice supplies/equipment				
6. Front of House Service	6.1 Soiled tableware promptly removed				
	6.2 Clean tableware protected from contamination				
	6.3 Food/condiments on display protected from contamination				

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Food System	Criteria/Observations	Food Code	In Compliance		Points Possible
			Yes	No	
	6.4 Wait staff serving procedures appropriate				
	6.5 Required signage present				
7. Cleaning/ Food	7.1 Food contact surfaces/utensils/ equipment clean/sanitized				
	7.2 Cutting boards clean/stored correctly				
8. Cleaning/ Water	8.1 Ice machine clean/in good repair				
	8.2 Manual /mechanical ware washing procedures/temperatures correct Wash: <u>140°</u> Rinse <u>160°</u> Sanitize: <u>180°</u>				
	8.3 Chemicals used/stored correctly Iodine: 50 ppm.				
	8.4 Test kits available/used				
	8.5 Non-food contact surfaces / equipment clean/sanitized				
9. Facility Maintenance/ Cleaning	9.1 Backflow prevention device/air gap appropriate				
	9.2 Lights clean/shields in place				
	9.3 Light intensity (108 Lux/10 ft.) candles at 30" above floor				
	9.4 Drains clean with grate in place				
	9.5 Floors/walls/ceiling clean/maintained in good condition				
	9.6 Vents/hoods maintained clean				
	9.7 Hand washing facilities stocked/in good condition, signage in place				
10. Equipment Maintenance	10.1 Equipment of approved material, easily cleanable/in good condition				
11. Pest Control Program	11.1 No evidence of live/dead pests				
	11.2 Traps stored correctly/dated				
	11.3 No harborage/entrance conditions				
12. Foodborne Illness	12.1 Foodborne illness procedures in place				

13. Food Temperatures

2.1 - Hot Food	2.2 - Process	2.3 - Temperature	2.5 - Chilled Food	2.6 - Process	2.7 - Temperature
Hamburger	Hot Buffet	151°F	Chicken Salad*	Chilled display	50°F
Chicken*	Hot Buffet	127°F	Macaroni Salad*	Chilled display	52°F
Potatoes	Hot Buffet	155°F	Turkey Meat	Sandwich Table	43°F
Rice	Hot Buffet	136°F	Ham	Sandwich Table	44°F
Hamburger Patties* (Satellite)	Pre-Cooked & Held	101°F	Salad Table Fruit*	Chilled display	58°F

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Cafeteria)					
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		Yes/No
14. Food Security	14.1 Restricted access to facility / kitchen	
	14.2 Employee screening measures in place	
	14.3 Monitoring of food in display areas	
	14.4 Incoming visitors / deliveries / inspected	
	14.5 Emergency contact information available	

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APPENDIX "3"
MAJOR KITCHEN EQUIPMENT – GOVERNMENT PROPERTY

The Embassy will provide the following major kitchen equipment to be used by the Contractor in accordance with sub section 23 of the General Conditions.

1. Garland Oven with 2 cooktop griddles - 36 inches wide. 2 Thermostat Controlled All-Purpose Section. 36E Series, Model 36 ER 32.
2. Garland Oven with 1 griddle and 2 cooktop elements Oven: 36 inches wide. 36E - Series Model 36 ER 32-3.
3. Garland Salamander/Broiler on top of Oven. Salamander/Broiler: 36 inches wide. Mounted on wall above oven.
4. Garland Double Broiler - 36 inches wide.
5. 3 Garland Double Fryers - 18 inches wide each. 36 E Electrical Heavy Duty Fryer
6. Garland Steamer - 18 inches wide
7. Blodgett Convection Oven (double) - 38 inches wide. Model Mark V.
8. Cleveland Steamer - 36 inches wide.
9. Cleveland Soup Unit - Set 15: Braising Pan, Tilting Skillet, 15 gallon Electric Counter Top. 30 inches wide.
10. Cleveland Convection Steamer (double) - 41 inches wide. 42 CKEM: Classic Convection.
11. Hobart Dishwasher System + 2 countertops - machine is 45 inches wide + countertops. Auto Rack Conveyor Dishwasher. Top Tech A3000. 415/50/3N - 35KW Power electrical supply
12. Continental Freezer - Reach in Freezers, Self-contained. Standard Models. 26"W x 35.5"D x 82.25"H. Capacity 20 cubic feet.
13. 4 Harford Walk-in Refrigerator/Freezers - Blast Chiller - Quick Chill. 5'10" x 3'11" x 8'6".
14. Manitowoc Ice-Cube Maker with bin - 30 inches wide. Model C 570S. Up to 460 lbs of ice produced daily.

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APPENDIX “4”
CAFETERIA MENU FORMAT & INCLUSIONS

The Contractor must ensure that the cafeteria menu meets all of the mandatory requirements listed below (indicated as “MUST”).

Further, the Contractor is strongly encouraged to provide the optional items listed below (indicated as “HIGHLY ENCOURAGED”).

1. Breakfast

1.1 The Contractor **MUST** provide a daily breakfast that includes:

- a) various cold breakfast options that are self-serve and available in grab-and-go (e.g. bagels, muffins, yogurt, etc.);
- b) mixed fresh fruit salad in a large bowl for self-serve and/or available in separate containers for grab-and-go; and
- c) all appropriate corresponding breakfast condiments.

1.2 The Contractor is **HIGHLY ENCOURAGED** to also provide:

- a) at least one hot entrée and corresponding side dishes on a rotating basis.

2. Lunch

2.1 Salad/Salad Bar

2.1.1 The Contractor **MUST** provide a daily selection that includes:

- a) pre-made grab-to-go salads;
- b) a variety of dressings and appropriate toppings and condiments. At least one of the dressings provided will be a low-fat option; and,
- c) a selection of chilled side salad items including but not limited to potato salad, pasta salad, and bean salad in grab-and-go containers.

2.1.2 The Contractor is **HIGHLY ENCOURAGED** to also provide:

- a) an open salad bar with as many salads items and options as is possible and practicable. Contractor proposals should list all available daily or seasonal options.

2.1.3 The Embassy will provide a plastic, insulated salad bar to hold the salad ingredient options.

2.2 Sandwiches/Sandwich Bar

2.2.1 The Contractor **MUST** provide a daily selection that includes:

- a) at least two (2) pre-made sandwich options and at least one must be vegetarian. All pre-made sandwiches must be made fresh daily.

2.2.3 The Contractor is **HIGHLY ENCOURAGED** to provide:

- a) a make-it-yourself sandwich bar which includes a diverse offering of ingredients including a varied selection of breads, meats, cheeses and toppings. The Contractor should provide all appropriate condiments including but not limited to ketchup, mustard, mayonnaise, lettuce, onions, and tomatoes.

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2.3 Soup Bar

2.3.1 The Contractor is **HIGHLY ENCOURAGED** to provide on a daily basis at least two types of hot soup, stew or chili. This selection should change daily and should always include a vegetarian choice.

2.4 Hot Entrée

2.4.1 The Contractor is **HIGHLY ENCOURAGED** to offer at least one hot entrée and corresponding side dishes daily. The entrée and side dish options should be changed daily to offer a varied menu.

2.4.2 The Contractor should offer at least one vegetarian choice a week.

2.4.3 Entrées should include one protein, one vegetable side dish and one starch side dish.

2.6 Pizza Bar and Miscellaneous Items

2.5.1 The Contractor is **HIGHLY ENCOURAGED** to provide two different types of fresh, hot pizza daily and at least one should be vegetarian. Powdered garlic, parmesan cheese and red pepper flakes will be provided in separate containers.

2.5.2 The Contractor **MUST** offer a selection of chips, cookies, fresh fruit, protein/granola-type bars, etc.

3. Beverages

3.1 Beverages must be available during hours of operation in a separate cooler as a grab-and-go option.

3.2 The Contractor must offer a variety fruit juices, lemonades, sodas, iced tea and coffee as well as a selection of 250ml and 500ml milk cartons

4. Coffee & Tea Service

4.1 Coffee & Tea Service must be available during hours of operation as stated in Section 5.6.5 of the Statement of Work.

4.2 The Contractor must offer a selection of regular and decaffeinated freshly brewed coffee service which shall be rotated to ensure freshness throughout serving hours.

4.3 The Contractor must offer a selection of regular, herbal and decaffeinated tea bags

4.4 The Contractor must offer appropriate to-go cups, lids and insulator sleeves.

4.5 The Contractor must make available artificial sweetener (Saccharin, Sucralose and Aspartame based products) in supply sufficient to satisfy daily requirements.

4.6 The Contractor must offer thermally insulated containers with a selection skim milk, whole milk and coffee cream.

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**ANNEX "B"
BASIS OF PAYMENT**

Refer to electronic spreadsheet in MS Excel entitled "Annex_B_Basis_of_Payment.xls"

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ANNEX "C"
INSURANCE REQUIREMENTS

C1. Commercial General Liability Insurance

C1.1 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 \$2,000,000.00 USD per accident or occurrence and in the annual aggregate.

C1.2 The Commercial General Liability policy must include the following:

- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB, OWCP) 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.
- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C2. Comprehensive Crime Insurance

The Contractor must obtain Comprehensive Crime (Fidelity) insurance on a Blanket basis, and maintain it in force throughout the duration of the Contract period, in an amount as listed below:

- a) Agreement I: Employee Dishonesty (Form A) in an amount of not less than \$1,000,000.00 USD covering all employees of the Contractor. Such Fidelity Insurance must contain a "Third-Party Extension" or "Client Coverage" extending such coverage to Canada with respect to the risks associated with this agreement.
- b) Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than \$1,000,000.00 USD;
 The Comprehensive Crime insurance must include the following:

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- a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- b) Loss Payee: Canada as its interest may appear or as it may direct.

C3. Liquor Liability Insurance

- C3.1 In addition to the other forms of insurance required under the contract, the Contractor must put in place Liquor Liability Insurance in an amount of \$1,000,000.00 USD and maintain it in force throughout the duration of the Contract period.
- C3.2 Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.