



CANADA’S REPRESENTATIVE

Mylène Kahalé
Embassy of Canada to Rome
Via Zera 30
Rome 00198, Italy

E-Mail:
Mylène.Kahalé@international.gc.ca

Request for Proposals (RFP)

For

Performance of the Work described
in the Statement of Work of the draft
contract.

| | |
|---|----------------------------------|
| TITLE Meal Coupons, Rome, Italy | |
| SOLICITATION NUMBER ROME-2016-99180-JC | DATE 07/03/2016 |
| PROPOSAL DELIVERY In order for the proposal to be valid, it must be received no later than 12:00 p.m. on 18 April 2016 Central European Time Zone (UTC + 01:00) referred as the “Closing Date”. | |
| Three (3) copies of the technical proposal and one (1) copy of the Financial proposal are to be sent ONLY to the following address: | |
| Embassy of Canada for Italy Via Zera 30 Rome 00198, Italy | |
| Attention: Mylène Kahalé Solicitation #: ROME-2016-99180-JC | |
| Bidders should ensure that their name, address, Closing Date, and solicitation number is clearly marked on their envelopes or parcels. | |



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1. GENERAL INFORMATION

1.1. Summary

The purpose of this RFP is to select a supplier to enter into a contract with the Embassy of Canada to Rome, Italy (hereinafter referred to as “the Embassy” or “the Mission”) to provide lunch coupons or rechargeable meal cards to Locally-Engaged staff of the Embassy as described in the Statement of Work – Annex “A”.

The contract will be for a period of three (3) years with two (2) additional irrevocable option periods of one year each. The contract award date is tentatively set for March 01, 2016.

1.2. Statement of Work

The Work to be performed is detailed in the Statement of Work of the Draft Contract.

1.3. Definitions

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Canada", "Crown", or "the Government" means the Queen in right of Canada as represented by the Minister of Foreign Affairs, Trade and Development and any other person duly authorized to act on behalf of that minister.

"Bid" means proposal, and the terms can be used interchangeably in this document.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal 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.

1.4. Contract Documents

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute is included with this Request for Proposal (RFP) on page 22 and Annex A. Bidders are advised to review it in detail and identify any problematic clauses to Canada's Representative in accordance with the section 3.6, Communications, Enquiries and Suggested Improvements. Canada reserves the right not to make any amendment(s) to the Contract Documents before the Contract Award.

1.5. Priority of Documents

In the event of discrepancies, inconsistencies or ambiguities of the wording of the following documents, the document that appears first will prevail.

1. Request for Proposal (RFP)
2. Draft Contract
3. Section I, Technical Proposal
4. Section II, Price Proposal



1.6. Applicable Laws

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

1.7. Entire Requirement

The RFP documents contain all the requirements relating to the RFP. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

1.8. Validity of Proposal

Proposals will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the RFP, unless specified otherwise in RFP. Canada reserves the right to seek an extension of the proposal validity period from all responsive Bidders in writing, within a minimum of three (3) calendar days before the end of the proposal validity period. If the extension is accepted by all responsive Bidders, Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive Bidders, Canada will, at its sole discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the solicitation.

1.9. Debriefings

Bidders may request a debriefing on the results of the RFP process, within thirty (30) calendar days upon notification of the process results. The debriefing may be in writing, by telephone or in person.

1.10. Challenges

Furthermore, the Canadian International Trade Tribunal (CITT) was established by the Government of Canada to provide a challenge mechanism for suppliers to raise complaints regarding the solicitation or evaluation of bids, or in the awarding of contracts on a designated procurement, in accordance with applicable Trade Agreements. You may raise concerns regarding the solicitation, evaluation or the resulting award, with the DFATD representative in a first attempt to address the concern or if not satisfied, with the CITT by contacting them toll free by telephone at 855-307-2488, or by visiting their website at <http://www.citt.gc.ca/>.

1.11. No Promotion of Bidders Interest

Bidders will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.

2. CAPACITY TO BID

2.1. 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 Canada's Representative, 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 proposal as a joint venture.

2.2. Joint Venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- a. the name of each member of the joint venture;
- b. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- c. the name of the joint venture, if applicable.

2. If the information is not clearly provided in the proposal, the Bidder must provide the information on request from Canada's Representative.

3. The proposal and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. Canada's Representative may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFP and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

2.3. Certifications

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

2. Canada's Representative will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the proposal non-responsive.

2.3.1. Incapacity to Contract with Government

By submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or



- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#) of Canada, or
- c. section 462.31 (*Laundering proceeds of crime*) or
- d. sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#), or
- e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
- f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
- g. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#), or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#), or
- i. any provision under any law other than Canadian law having a similar effect to the above-listed provisions.

2.3.2. Former Public Servant

1. Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Bidders who are FPS must advise Canada's Representative and will be required to provide further information before contract award.

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

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

2.3.3. Status and Availability of Resources

1. The Bidder certifies that, should it be awarded a contract as a result of the RFP, every individual proposed in its proposal will be available at the time specified in the RFP and available to perform the Work as required by the Contract. If for reasons beyond its control, the Bidder is



unable to provide the services of an individual named in its proposal, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise Canada 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.

2. 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 Canada's Representative, 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 proposal being declared non-responsive.

2.3.4. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Italy 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 the Draft Contract.

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.

3. BIDDING INSTRUCTIONS

3.1. Submission of Proposals

1. Proposals must be submitted only to the Department of Foreign Affairs, Trade and Development by the date, time and to the address indicated on page 1 of the RFP. Canada will not be responsible for proposals delivered to a different location.
2. By virtue of the Bidder submitting a proposal, which is received in writing and accepted by Canada, is considered by Canada to constitute a contract as it reflects those conditions proposed or agreed to in writing by the successful bidder.
3. Canada requires that each proposal, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, the Departmental Representative will inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of the Departmental Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive.

If a proposal is submitted by a joint venture, it must be in accordance with section 2.2, Joint Venture.

4. It is the Bidder's responsibility to:



- a. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
 - b. prepare its proposal in accordance with the instructions contained in the RFP;
 - c. submit by closing date and time a complete proposal;
 - d. ensure that the Bidder's name, return address, and the RFP number are clearly visible on the envelope or the attachment(s) containing the proposal; and,
 - e. provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
5. Canada will make available Notices of Proposed Procurement (NPP), RFPs and related documents for download through the Government Electronic Tendering Service (GETS) Website: Buyandsell.gc.ca/tenders. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFP or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.
 6. Proposals received on or before the stipulated RFP closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Bidders. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
 7. Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
 8. A proposal cannot be assigned or transferred in whole or in part.

3.2. Language of Proposal

Proposal documents and supporting information must be submitted in either English or French.

3.3. Late Proposal

Canada will inform the Bidder if their proposal is delivered after the stipulated RFP closing date and time. If hard copies were requested, Canada will return unopened proposals upon request or destroyed.

3.4. Communications, Enquiries, Suggested Improvements



1. All enquiries and suggested improvements must be submitted in writing only to the following email address: Jonathan.Cheff@international.gc.ca no later than **8** calendar days before the bid closing date. Enquiries and suggestions received after that time may not be answered.

2. Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

3. Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing to Canada's Representative. 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 favour a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

3.5. Bid Costs

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the RFP. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the Bidder associated with the evaluation of the proposal, are the sole responsibility of the Bidder.

3.6. Price Justification

At Canada's discretion and request, Bidders 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.

4. RIGHTS OF CANADA

4.1. Rights of Canada



Canada reserves the right to:

- a. reject any or all proposals received in response to the RFP;
- b. reject any proposals with conditional requirements;
- c. enter into negotiations with compliant Bidders on any or all aspects of their proposals;
- d. accept any proposal in whole or in part without negotiations;
- e. cancel the RFP at any time;
- f. reissue the RFP;
- g. if no responsive proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the Bidders who bid to resubmit proposals within a period designated by Canada.

4.2. Rejection of Proposals

1. Canada may reject a proposal where any of the following circumstances is present:

- a. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- b. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the proposal;
- c. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- d. with respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the proposal;
 - ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2. Where Canada intends to reject a proposal pursuant to a provision of subsection 1. (d), Canada's Representative will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, before making a final decision on the bid rejection.



4.3. Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a proposal in the following circumstances:

a. if the Bidder, any of its subcontractors, any of their respective employees or former employees were involved in any manner in the preparation of the RFP 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 RFP that was not available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

2. The experience acquired by a Bidder who is providing or has provided the goods and services described in the RFP (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.

3. Where Canada intends to reject a proposal under this section, Canada's Representative 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 Canada's Representative before bid closing. By submitting a proposal, 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.

5. PROPOSAL PREPARATION INSTRUCTIONS

Canada request Bidders provide their proposal in a Hard copy format. If both soft and hard copies are submitted and 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.

Proposal submissions must be made in accordance with the "Proposal Delivery" section indicated in the cover page, page 1 of this document.

Section I: to be labeled "**Technical Proposal**"; 3 Hard copy;
Proponents must submit their technical proposal in accordance with Section I.

Section II: to be labeled "**Financial Proposal**"; 1 Hard copy;
Bidders must submit their Financial Proposal in accordance with Section II. Prices must appear in Section II only and must not be indicated in any other section of the proposal. Failure to comply will result in the proposal being declared non-compliant and rejected from further consideration. All the information required in the Financial Proposal must appear in a separate envelope and should be identified as the Financial Proposal. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed.



The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and may render the proposal non-responsive.

5.1. Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: to be labeled "**Certifications**"; 1 Hard copy;
Bidders must submit the certifications required under the SOW, mandatory criteria and the Section III of this RFP.

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

- (a) Minimum type face of 10 points.
- (b) All material must be formatted to print on 8.5" x 11" or A4 paper.
- (c) For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

6. EVALUATION PROCEDURES AND BASIS OF SELECTION

6.1. Conduct of Evaluation

1. In conducting its evaluation of the proposals, 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 RFP;
 - 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 RFP;
 - e. where unit pricing is used for evaluation purposes, correct any error in the extended pricing of proposals by using unit pricing and any error in quantities in proposals to reflect the quantities stated in the RFP; 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 RFP.



2. Bidders will have the number of days specified in the request by Canada's Representative to comply with any request related to any of the above items. Failure to comply with the request may result in the proposal being declared non-responsive.

6.2. Evaluation and Selection

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



SECTION I TECHNICAL PROPOSAL

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation
- b. The Bidder/Firm must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation
- c. The Bidder/Firm must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not normally be counted more than once
- d. It is recommended that the Bidder/Firm include a grid in their proposals, cross-referring statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.

Bidders should provide the required references to be awarded a contract. Canada may declare a bid non-responsive if the required references are not submitted as requested. Bidders should provide the required references in the Technical Proposal of their bid.

Compliance with the references bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Departmental Representative will have the right to ask for additional information to verify bidders' compliance with the references before award of a contract. The bid will be declared non-responsive if any reference made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Departmental Representative for additional information will also render the bid non-responsive.

For Mandatory Technical Criteria and Point Rated Technical Criteria listed below which requires Project Summaries, the Bidder and its proposed resource(s) must demonstrate using project descriptions which include:

- Name and description of client organization
- Name, phone number, email address of client reference
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year)
- Overview of quality assurance and quality control process performed by the firm
- Outcomes of the project
- Description of the Consultant roles and responsibilities in the project.

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.

| Item | Mandatory Criteria | Met / Not Met | Cross Reference to Proposal |
|-----------|---|---------------|-----------------------------|
| M1 | The bidder must have at least ten (10) years of experience in providing coupons for food services to Missions and/or companies in Rome, of which at least 2 (two) years in providing the service in electronic rechargeable meal card format to Missions and/or companies in Rome. Please provide a summary of relevant contract / project including dates and duration | | |
| M2 | The bidder must be certified according to UNI EN ISO 9001:2008 or ISO 9001:2000 standards at time of bid closing. A copy of the certification must be provided to the Embassy by the contractor upon request. | | |
| M3 | The bidder must include in the submission package, the name, title and coordinates of: -three (3) Italian establishment references. The references must have been an establishment participating in the coupon network of the bidder at any time during the last three years; and - three (3) Italian (located in Rome) client references of which at least 1 (one) the bidder provided the service in electronic format. The references must have been client of the bidder for a minimum of (1) year during the last 2 (two) years. The Embassy reserves the right to contact any or all of the references, for validity purposes. | | |
| M4 | The bidder must provide contact information of a delegated representative assigned to the management of this contract. For all calls regarding the administration of the contract (mainly points of service questions and delivery issues). | | |
| M5 | The bidder is to certify that all the establishments will be issued payment within 45 days of their request. | | |



SECTION II - FINANCIAL PROPOSAL INSTRUCTIONS

Firm Price

1. Bidders must quote an all-inclusive Firm Price in Euros on the attached form Financial Proposal Form. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder’s Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.

2. All payments will be made according to the terms of payment set out in the Draft Contract.

Taxes

1. The Financial Proposal is to include any input taxes payable by the Bidder, and is to also include output taxes. The Bidder may provide details concerning the applicability, amount and administration of the payment of taxes and duties payable in respect of the Work.

2. Canada will pay the Bidder’s output taxes as required by local tax legislation but will not be responsible for the payment of the input taxes payable by the Bidder to any third party (including Subcontractors).

Name of Bidder:

Address:

Contact Person:

Phone number: () - Fax number: () -

Email:

Please note that the volumetric (estimated usage) coupon / card count 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.

Please note that that Canada must cap the cost of coupons with a face value of €5,20 to €4,73 (VAT included). Any bid over that rate would be deemed not responsive.

| PRICING SCHEDULE 1a – FIXED COUPON FACE VALUE AMOUNT €5,20 EUROS INITIAL PERIOD | | | | |
|--|--------------------------------|--|------------------------------|----------------------|
| # | Category Description | Firm All-Inclusive per unit (in Euros) | Quantity of coupons or cards | Sub Total (in Euros) |
| | | A | B | C = A x B |
| A. | Paper meal coupons | | 42,000 | |
| B. | Rechargeable meal card. | | 21,000 | |
| Pricing Schedule 1a TOTAL FIRM PRICE – COUPON AMOUNT €5,20 EUROS : | | | | |



| PRICING SCHEDULE 1b – FIXED COUPON FACE VALUE AMOUNT €5,20 EUROS OPTION PERIOD #1 | | | | |
|--|--------------------------------|-----------------------------|------------------------------|----------------------|
| # | Category Description | Firm All-Inclusive per unit | Quantity of coupons or cards | Sub Total (in Euros) |
| | | A | B | C = A x B |
| A. | Paper meal coupons | | 14,000 | |
| B. | Rechargeable meal card. | | 7,000 | |
| Pricing Schedule 1b TOTAL FIRM PRICE – FIXED COUPON AMOUNT €5,20 EUROS: | | | | |

| PRICING SCHEDULE 1c – FIXED COUPON FACE VALUE AMOUNT €5,20 EUROS OPTION PERIOD #2 | | | | |
|--|--------------------------------|--|------------------------------|----------------------|
| # | Category Description | Firm All-Inclusive per unit (in Euros) | Quantity of coupons or cards | Sub Total (in Euros) |
| | | A | B | C = A x B |
| A. | Paper meal coupons | | 14,000 | |
| B. | Rechargeable meal card. | | 7,000 | |
| Pricing Schedule 1c – TOTAL FIRM PRICE – FIXED COUPON AMOUNT €5,20 EUROS: | | | | |

| SUMMARY PRICING SCHEDULE 1 | |
|---|--|
| Total Firm Price - Sum of Schedule 1a = | |
| Total Firm Price - Sum of Schedule 1b = | |
| Total Firm Price - Sum of Schedule 1c = | |
| Total Value Added Tax (as applicable) | |



Please Note that Canada reserves the right to increase the face value of the coupons or cards at any point during the contract period as described in section 2.4 in the Draft Contract

Please note that that Canada must cap the cost of coupons with a face value of €7,00 to €6,37 (VAT included). Any bid over that rate would be deemed not responsive.

| OPTIONAL - PRICING SCHEDULE 2a – FIXED COUPON FACE VALUE AMOUNT €7,00 EUROS INITIAL PERIOD | | | | |
|---|--------------------------------|--|------------------------------|----------------------|
| # | Category Description | Firm All-Inclusive per unit (in Euros) | Quantity of coupons or cards | Sub Total (in Euros) |
| | | A | B | C = A x B |
| A. | Paper meal coupons | | 42,000 | |
| B. | Rechargeable meal card. | | 21,000 | |
| Pricing Schedule 2a – TOTAL FIRM PRICE – FIXED COUPON AMOUNT €7,00 EUROS: | | | | |

| OPTIONAL - PRICING SCHEDULE 2b – FIXED COUPON FACE VALUE AMOUNT €7,00 EUROS OPTION PERIOD #1 | | | | |
|---|--------------------------------|--|------------------------------|----------------------|
| # | Category Description | Firm All-Inclusive per unit (in Euros) | Quantity of coupons or cards | Sub Total (in Euros) |
| | | A | B | C = A x B |
| A. | Paper meal coupons | | 14,000 | |
| B. | Rechargeable meal card. | | 7,000 | |
| Pricing Schedule 2b – TOTAL FIRM PRICE – FIXED COUPON AMOUNT €7,00 EUROS: | | | | |

| OPTIONAL - PRICING SCHEDULE 2c – FIXED COUPON FACE VALUE AMOUNT €7,00 EUROS OPTION PERIOD #2 | | | | |
|---|--------------------------------|---|------------------------------|----------------------|
| # | Category Description | Firm All-Inclusive Coupon or Card Price per unit (in Euros) | Quantity of coupons or cards | Sub Total (in Euros) |
| | | A | B | C = A x B |
| A. | Paper meal coupons | | 14,000 | |
| B. | Rechargeable meal card. | | 7,000 | |



| | |
|--|--|
| Pricing Schedule 2c – TOTAL FIRM PRICE – FIXED COUPON AMOUNT €7,00 EUROS: | |
|--|--|

| OPTIONAL - SUMMARY PRICING SCHEDULE 2 | |
|---|--|
| Total Firm Price - Sum of Schedule 2a = | |
| Total Firm Price - Sum of Schedule 2b = | |
| Total Firm Price - Sum of Schedule 2c = | |
| Total Value Added Tax (as applicable) | |

| TOTALSUMMARY PRICING SCHEDULE | |
|--|--|
| Total Firm Price - Sum of Schedule 1 = | |
| Total Firm Price - Sum of Schedule 2 = | |
| Total Value Added Tax (as applicable) | |

Print Name and Capacity

Date



SECTION III – CERTIFICATIONS

1. The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following Contract award except where the Contracting Authority so authorizes in writing.
2. Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Certification

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

Signature Bidder/Contractor

Date



DRAFT CONTRACT

**General Services
Contract**

Between

Her Majesty the Queen in right of Canada
represented by the Minister of Foreign Affairs
(referred as "Canada")

AND

C1. To be determined
(referred as the "Contractor")

for

Performance of the Work described in
Annex "A" – Statement of Work

| | |
|--|-------------------------------------|
| C2. TITLE Contract for Meal Coupons Rome | |
| C3. CONTRACT NUMBER To be assigned | C4. DATE To be determined |
| C5. CONTRACT PRICE | |
| FOR THE MINISTER | |
| _____ Signature | _____ Date |
| _____ Print Name and Capacity | |



1. Interpretation

1.1. **Definitions.** In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Canada", "Crown", "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Contract" means the contract documents and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties;

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contractor" means the person, corporation, partnership or other entity named in the Contract to supply legal services to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Tax;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Force majeure" means any unforeseeable and irresistible event, including any act of God or of the Queen's enemies, revolution, insurrection, sabotage, vandalism, epidemic, flood, washout, landslide, earthquake, lightening, storm, act of terrorism or any act by a third party that cannot be reasonably foreseen or provided against, when such event prevents a party from performing its obligations under the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

1.2. **Priority of Documents.** The Parties agree to be bound by the following documents:

1. Articles of Agreement
2. Supplementary Conditions (If applicable)
3. Statement of Work (Annex A)
4. Basis of Payment (Annex B)

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

1.3. **Entire Agreement.** The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants,



representations, statements or conditions binding on the Parties other than those contained in the Contract.

- 1.4. **Applicable Laws.** The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.
- 1.5. **Number and Gender.** In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.
- 1.6. **Powers of Canada /State Immunity.** All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.
- 1.7. **Time of the Essence.** Time is of the essence. The Contractor must provide in a timely manner all components of the Work.
- 1.8. **Excusable Delay.**
 1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - a. is beyond the reasonable control of the Contractor;
 - b. could not reasonably have been foreseen;
 - c. could not reasonably have been prevented by means reasonably available to the Contractor;
and,
 - d. occurred without the fault or neglect of the Contractor

will be considered an "Excusable Delay" if the Contractor advises Canada's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

 2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
 3. However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
 4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
- 1.9. **Severability.** If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.



- 1.10. **Successors and Assigns.** The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.
- 1.11. **Survival.** All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

2. Performance of the Work

- 2.1. **Description of Work.** The Contractor must perform the Work described in the Statement of Work at Annex "A" in accordance with the Contract.
- 2.2. **Period of the Contract.** The period of the Contract is from tentatively 1 July 2016 until 30 June 2019.
- 2.3. **Option to Extend the Contract.** The Contractor grants to Canada the irrevocable option to extend the term of the Contract by to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- 2.4. **Option to increase the face value of the coupons.** The Contractor grants to Canada the option to increase the face value of the coupons or the rechargeable electronic card from €5,20 to €7,00. The Contractor agrees that if this option is exercised of the Contract, it will be paid in accordance with the Optional Pricing Schedule set out in Annex "B" Basis of Payment.
- 2.5. **Exercise of Option to Extend.** Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 days before the expiry date of the Contract. The option may only be exercised by Canada's Representative, and will be evidenced for administrative purposes only, through a Contract amendment.
- 2.6. **Independent 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 is responsible for all deductions and remittances required by law in relation to its employees.
- 2.7. **Conduct.** The Contractor must:
- a) perform the Work diligently and efficiently;
 - b) perform the Work with honesty and integrity;
 - c) except for Government Property, supply everything necessary to perform the Work;
 - d) select and employ a sufficient number of qualified persons;
 - e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
 - f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- 2.8. **Assigned Individuals.** If specific individuals are identified in Annex A to perform the Work,
- a) the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control;



- b) the Contractor must obtain Canada's written approval, through Canada's Representative, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual;
 - c) the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.
- 2.9. **Competence.** The Contractor must not have the Work performed by any person who, in the opinion of Canada, is incompetent or unsuitable for the Work, or has conducted himself or herself improperly, or who is unlicensed in the relevant jurisdiction.
- 2.10. **Replacements.** Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section 2.8. The fact that Canada does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- 2.11. **Compliance with Local Law.** In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in Ontario
- 2.12. **Subcontracts.** The Contractor must obtain prior consent in writing of Canada's Representative in order to subcontract any part of the work. Canada may require the Contractor to provide such particulars of the proposed subcontract as it considers necessary. In the event that Canada agrees to a subcontract,
- a) subcontracting does not relieve the Contractor from any of its obligations under the Contract and does not impose any liability upon Canada to a subcontractor; and
 - b) the Contractor must ensure that all terms and conditions of the Contract that are of general application will be incorporated in every other contract issued as a consequence of the Contract, at whatever tier, except those contracts issued solely to suppliers at any tier for the supply of Plan or Material.
- 2.13. **Inspection and Acceptance.** All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

3. Payment Terms

- 3.1. **Basis of Payment.** Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.
- 3.2. **Limitation of Price.** Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by Canada's Representative before their incorporation into the Work.
- 3.3. **Method of Payment – Monthly Payments.** Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in section 3.5;



- b) all such documents have been verified by Canada;
 - c) the Work performed has been accepted by Canada.
- 3.4. **Audit.** Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.
- 3.5. **Invoicing Instruction.**
- 1. The Contractor must ensure that each invoice it provides to Canada:
 - a) is submitted in the Contractor's name;
 - b) is submitted each month do so for each delivery or shipment;
 - c) only applies to the Contract;
 - d) shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
 - e) details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Tax;
 - f) sets out Applicable Tax, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
 - g) identifies all items that are zero-rated, exempt from Applicable Tax or to which it does not apply.
 - 2. By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.
- 3.6. **Payment Period.** Canada's standard payment period is 30 Days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid in accordance with section 3.11.
- 3.7. **Discrepancies.** If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 3.6 to apply for the sole purpose of calculating interest on overdue accounts.
- 3.8. **Termination Payments.** If a termination for convenience notice is given pursuant to section 4.2, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.
- 3.9. **False Declaration.** If the Canada reasonably believes that the contractor has made a false declaration in relation to any section of Article 9 or fails to comply with the terms set out in section



3.4 (Audit) or sections 5.1 and 5.4 (Confidentiality or Access to information), Canada may withhold any amount that is payable to the Contractor until such time as the facts are confirmed. In the event that the Contractor has made a false declaration, section 3.10 will not apply to the withheld amounts and Canada will be deemed to have paid all amounts owing to the Contractor and will owe nothing more. If Canada was mistaken, then section 3.10 will be applicable to any overdue account.

3.10. **Interest on Overdue Accounts.** For the purpose of this section and section 3.11:

- a) "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;
- b) "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- c) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract; and
- d) an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

3.11. **Interest Payable.** Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue; from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

3.12. **Remittance to appropriate tax authority.** The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

4. **Suspension and Termination of the Contract.**

4.1. **Suspension of the Work.** Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

4.2. **Termination for Convenience.** At any time before the completion of the Work, Canada may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract, whether immediately or with a delay specified in the notice. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice. The payments to be made as a result of termination for convenience are set out in section 3.8.

4.3. **Infraction.** Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in Article 9.

4.4. **Termination for Default.**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, Canada's Representative may, by giving written notice to the Contractor, terminate for default the Contract or



part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Canada's Representative within that cure period.

2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, Canada's Representative may, to the extent permitted by the applicable law by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.

3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

5. Information and Intellectual Property

5.1. **Confidentiality – Contractor.** Subject to any obligations imposed on the Contractor by the Ontario, Canada laws applicable to the Contractor, the Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.

5.2. **Confidentiality – Canada.** Subject to law, including the Canadian *Access to Information Act*, R.S.C. 1985, c. A-1, and subject to any right of Canada under the Contract to release or disclose information, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor. Section 23 of the *Access to Information Act* is available to protect information subject to solicitor-client privilege from public disclosure.

5.3. **Exception.** The obligations of the Parties set out in this Article do not apply to any information where the same information:

- a) is publicly available from a source other than the other Party;
- b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
- c) is developed by a Party without use of the information of the other Party.

5.4. **Access to Information.** Records created by the Contractor that are under the control of Canada are subject to the Canadian *Access to Information Act*. The Contractor acknowledges Canada's responsibilities under that Act and must, to the extent possible, assist Canada in discharging these responsibilities.

Proactive Disclosure. The Government of Canada is committed to publicly disclose elements of all procurement contracts for goods and services entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These elements are the vendor name, reference number, contract date, description of Work, contract period or delivery date, and contract value.



6. Liability

- 6.1. **Each Party's Liability.** The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, representatives or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party.
- 6.2. **Indemnification.** The Contractor will indemnify Canada from all claims, losses, damages, costs, expenses, actions and other proceedings made in any manner, which arise out of the professional negligence or default of the Contractor or its representatives, employees and agents in the performance of the Contractor's obligations under this Contract.

7. Insurance Terms

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

8. Authorities and Communication.

- 8.1. **Canada's Representative.** Canada's Representative for this Contract is:

Name: Jonathan Cheff
Title: Contracting Specialist
Foreign Affairs, Trade and Development Canada
Directorate: Missions Procurement Operations (AAO)
Address: 200 Promenade du Portage
Telephone: (343) 203-2570
E-mail address: Jonathan.Cheff@international.gc.ca

- 8.2. **Project Authority.** The Project Authority for this Contract is:

Name: **Will be assigned at contract award**
Title:
Foreign Affairs, Trade and Development Canada Directorate:
Address:
Telephone:
Facsimile:
E-mail address:

The Project Authority is the representative of the department 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 Canada's Representative.

- 8.3. **Communication and Notices.** Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.



8.4. **Management of the Contract.** Subject to the other provisions of this Article 8, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. 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 anyone other than Canada's Representative.

8.5. **Contractor's Representative.** The Contractor's Representative is:

Name:
Title:
Company:
Address:
Telephone:
Facsimile:
E-mail address:

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to Canada to that effect.

8.6. **Amendment.** To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.

8.7. **Assignment.** The Contractor must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

9. Governance and Ethics

9.1. **Conflict of Interest and Values and Ethics Codes for the Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2 (as amended from time to time), the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Service*, *Code of Conduct for Canadian Representatives Abroad* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

9.2. **No Bribe.** The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

9.3. **Conflict of Interest.**

1. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to Canada's Representative.



2. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to Canada's Representative in writing. If Canada's Representative is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to Canada's Representative's attention, Canada's Representative may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default.

9.4. **Contingency Fees.** The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

9.5. **Incapacity to Contract with the Government.** The Contractor certifies that no one convicted under any of the provisions under subsection a) or b) are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the *Canadian Financial Administration Act*, R.S.C. 1985, c. F-11, or
- b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, R.S.C. 1985, c. C-46, or
- c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or
- d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the *Canadian Competition Act*, R.S.C. 1985, c. C-34, or
- e) section 239 (False or deceptive statements) of the *Canadian Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), or
- f) section 327 (False or deceptive statements) of the *Canadian Excise Tax Act*, (R.S.C., 1985, c. E-15, or
- g) section 3 (Bribing a foreign public official) of the *Canadian Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34 (as amended), or



- h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the *Canadian Controlled Drugs and Substance Act*, S.C. 1996, c. 19 (as amended); or
- i) any provision under the local law having a similar effect to the above-listed provisions.

9.6. **Anti-Terrorism.** Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

9.7. **International Sanctions.** From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c. E-19. Persons in Canada, and Canadians outside of Canada, are bound by these sanctions. The Contractor agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier subcontractors. Also, as a result, the Contractor must not supply, and the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. For additional information on economic sanctions, refer to the following website:
http://www.international.gc.ca/sanctions/current_sanctions_actuelles.aspx?lang=eng

The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 4.2.

10. Dispute Resolution.

10.1 **Discussion and Negotiation.** If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.



ANNEX 'A' – STATEMENT OF WORK

Procurement of Meal Coupons for the Embassy of Canada for Italy

1. OBJECTIVE

- 1.1 To establish a three (3) year contract, with the irrevocable option to renew for two (2) additional periods of one (1) year each, to acquire the services of a company who will provide the mission up to a maximum of 42,000 paper coupons for food services with a face value of 5.20 Euros over the period of three years (an estimated amount of 70,000 coupons over 5 years), with the possibility of increasing the face value to 7.00 Euro during the contract period.

2. BACKGROUND

- 2.1 The Embassy of Canada to Rome, Italy is responsible for providing lunch coupons or rechargeable meal cards to Locally-Engaged staff of the Embassy of Canada to Rome, Italy and staff of the Embassy of Canada to the Holy See in Rome.
- 2.2 In Italy, the lunch coupon is a widespread service, whereby employers in both the public and the private sectors provide meal assistance benefits to their employees without the burden of an internal cafeteria service.
- 2.3 This service is regulated by specific Italian norms which ensure important economic advantages to both the employer and the employee. The lunch coupon or card will be redeemable in a number of participating food establishments (such as restaurants, bars, pizzerias, fast-foods and self-service cafeterias) in Italy, in exchange for meals and/or beverages consumed.
- 2.4 The value of the coupon, therefore, is in the meal and/or beverage consumed.

3. SCOPE

- 3.1 The number of coupons required by the Embassy will be advised by the Embassy to the Contractor, in written or electronic form, on a quarterly basis.
- 3.2 The Contractor must provide the amount of coupons requested within seven (7) working days of such notification, along with the relevant invoice. Depending on the number of employees, the quantity of the orders will vary quarterly.
- 3.3 The Contractor must deliver the paper coupons or meal cards to the following address:

Embassy of Canada, Via Zara 30 - Rome 00198, Italy

Attn: Mylène Kahalé
- 3.4 The Contractor must be the issuer of the coupons or cards.
- 3.5 The Contractor must agree that the quarterly volume of coupons ordered varies according to the requirements of the Embassy, and that the Contractor is able to react to such changes.
- 3.6 The Contractor must guarantee that the holder of the lunch coupons will be entitled to the consumption of meals and/or beverages to a value equal to the value of the luncheon coupon or card itself in 5 places of businesses, of which 1 supermarket, 2 restaurants and 2 snack bars, around the three indicated **addresses specified below**:



(totalling 15 establishments):

Embassy of Canada, Via Zara 30 - Rome 00198 - Italy

Embassy of Canada, Via Salaria, 243 - Rome 00199 - Italy

Embassy of Canada to the Holy See, via della Conciliazione, 4 d - Rome 00193 - Italy

For the specific areas of the businesses please see maps in Appendix "A2".

3.7 The Contractor must accept the return of unused paper coupons, reimbursing the Embassy of Canada accordingly.

3.8 The Contractor must accept and respond to service calls during the core business hours which are defined as 8 hours, from 08:30 to 16:30, Monday to Friday, Rome time, not including Italian statutory holidays.

4. DELIVERABLES

4.1 The mandatory deliverable is the provision of an estimated total of 42,000 redeemable paper coupons with a face value of Euros 5.20. Canada reserves the right to request an increase to the face value of the meal coupon to 7.00 Euros during the contract period as well the implementation of a rechargeable **meal card**.

5. FORMAT OF DELIVERABLES

5.1 The paper coupons or meal cards must bear the name of the Embassy of Canada; the paper coupons and or **rechargeable meal cards** must also have a serial number and indication of the coupon's face value. The Embassy of Canada reserves the right to change format, by adopting **rechargeable meal cards** instead of paper coupons at any given time during the contract period.

5.2 The Contractor must adopt security measures in printing paper coupons and or in the issuing of **rechargeable meal cards** ensuring protection against fraud.

6. CONSTRAINTS

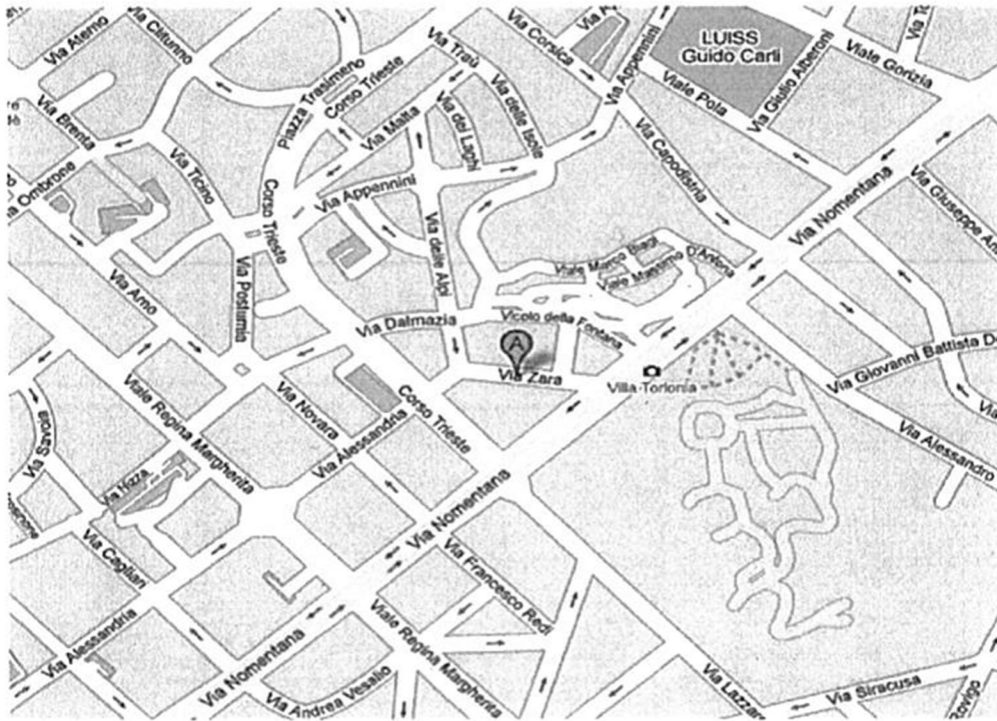
6.1 The Contractor must deliver paper coupons to the Embassy of Canada or recharge the **meal cards** within seven (7) working days from the day of the order, between 09h00 and 13h00. It is the Contractor's responsibility to ensure the contact person will be available to receive the paper coupons and or the rechargeable debit cards at the time of the delivery.

6.2 The Embassy does not want any direct contact with participating outlets, thus avoiding any controversies that may arise.



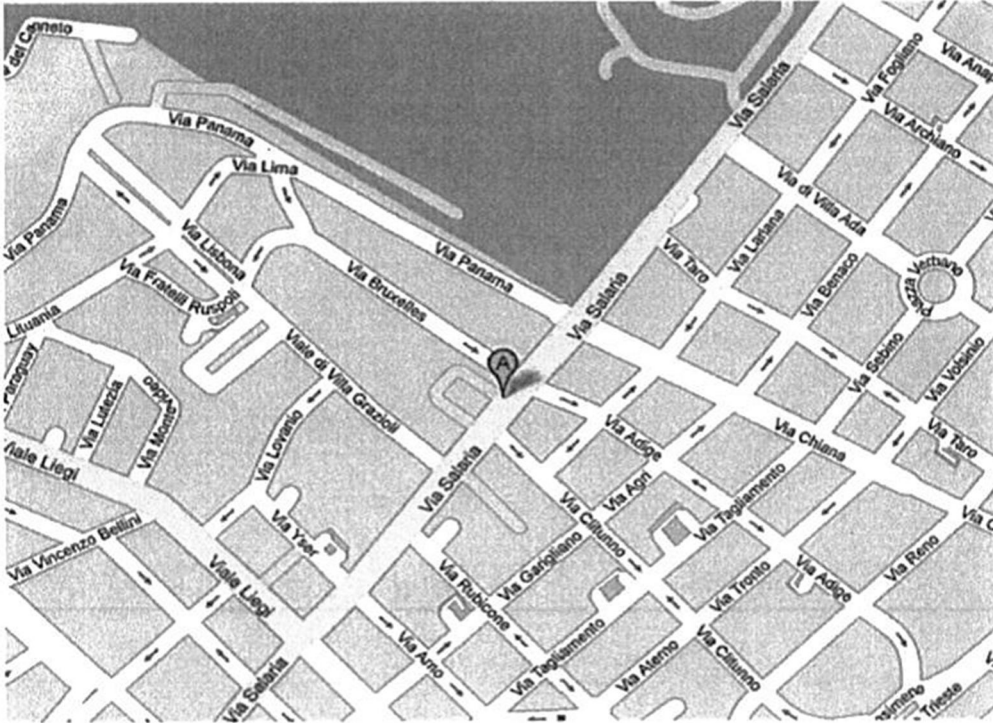
Annex 'A' Appendix '1' - Map of locations

1) Via Zara, 30

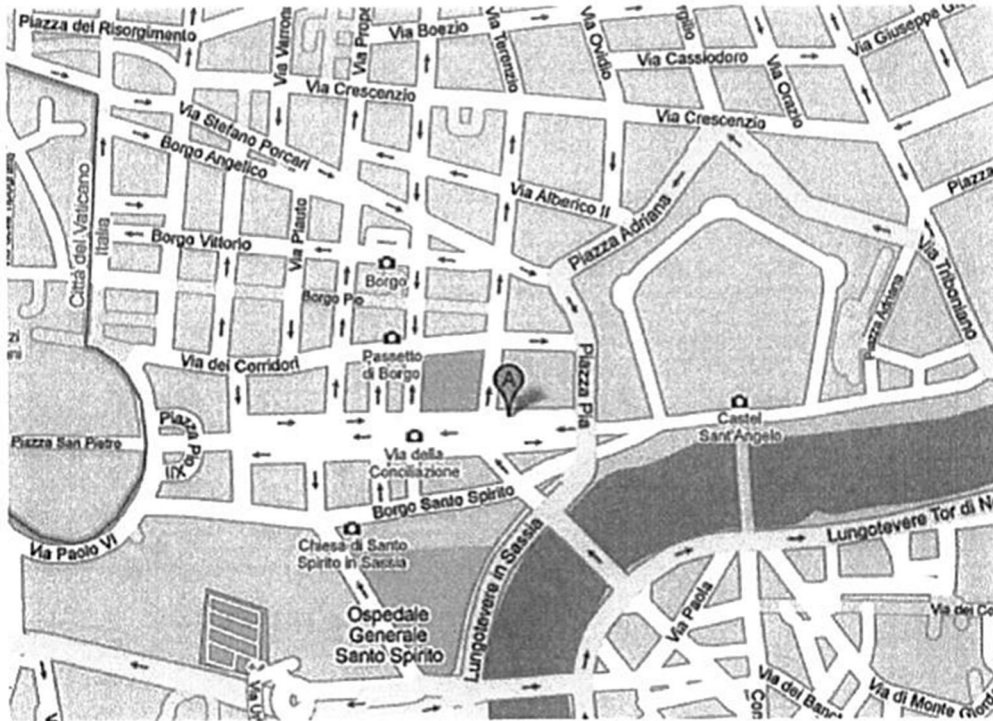




2) Via Salaria, 243



3) Via Della Conciliazione, 4d





ANNEX 'B' - BASIS OF PAYMENT

Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid:

B1. The firm prices/rates as indicated in the tables below that include all costs necessary to perform the work. GST, HST or VAT must be indicated separately, as applicable.

B2. Travel and Living Expenses will not be paid for any part of the contract including any relocation necessary to satisfy the conditions of the contract.

The volumetric (estimated usage) coupon / card count 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.

B4. Canada reserves the right to adopt **rechargeable meal cards** instead of paper coupons at any given time during the contract period and is under **NO OBLIGATION** to purchase any amount identified below.

| PRICING SCHEDULE 1a – FIXED COUPON FACE VALUE AMOUNT €5,20 EUROS INITIAL PERIOD | | | | |
|--|--------------------------------|--|----------------------------------|----------------------|
| # | Category Description | Firm All-Inclusive per unit (in Euros) | Estimated usage coupons or cards | Sub Total (in Euros) |
| | | A | B | C = A x B |
| A. | Paper meal coupons | | 42,000 | |
| B. | Rechargeable meal card. | | 21,000 | |
| Pricing Schedule 1a TOTAL FIRM PRICE – COUPON AMOUNT €5,20 EUROS (VAT extra): | | | | |

Limitation of Expenditure – FIXED COUPON AMOUNT €5.20 EUROS (VAT extra):

| PRICING SCHEDULE 1b – FIXED COUPON FACE VALUE AMOUNT €5,20 EUROS OPTION PERIOD #1 | | | | |
|--|--------------------------------|-----------------------------|----------------------------------|----------------------|
| # | Category Description | Firm All-Inclusive per unit | Estimated usage coupons or cards | Sub Total (in Euros) |
| | | A | B | C = A x B |
| A. | Paper meal coupons | | 14,000 | |
| B. | Rechargeable meal card. | | 7,000 | |
| Pricing Schedule 1b TOTAL FIRM PRICE – FIXED COUPON AMOUNT €5,20 EUROS (VAT extra): | | | | |

Limitation of Expenditure – FIXED COUPON AMOUNT €5.20 EUROS (VAT extra):



| PRICING SCHEDULE 1c – FIXED COUPON FACE VALUE AMOUNT €5,20 EUROS OPTION PERIOD #2 | | | | |
|--|--------------------------------|--|----------------------------------|----------------------|
| # | Category Description | Firm All-Inclusive per unit (in Euros) | Estimated usage coupons or cards | Sub Total (in Euros) |
| | | A | B | C = A x B |
| A. | Paper meal coupons | | 14,000 | |
| B. | Rechargeable meal card. | | 7,000 | |
| Pricing Schedule 1c – TOTAL FIRM PRICE – FIXED COUPON AMOUNT €5,20 EUROS (VAT extra): | | | | |

Limitation of Expenditure – FIXED COUPON AMOUNT €5.20 EUROS (VAT extra):

Please Note that Canada reserves the right to increase the face value of the coupons or cards at any point during the contract period as described in section 2.4 in the Draft Contract

| OPTIONAL - PRICING SCHEDULE 2a – FIXED COUPON FACE VALUE AMOUNT €7,00 EUROS INITIAL PERIOD | | | | |
|---|--------------------------------|--|----------------------------------|----------------------|
| # | Category Description | Firm All-Inclusive per unit (in Euros) | Estimated usage coupons or cards | Sub Total (in Euros) |
| | | A | B | C = A x B |
| A. | Paper meal coupons | | 42,000 | |
| B. | Rechargeable meal card. | | 21,000 | |
| Pricing Schedule 2a – TOTAL FIRM PRICE – FIXED COUPON AMOUNT €7,00 EUROS (VAT extra): | | | | |

Limitation of Expenditure – FIXED COUPON AMOUNT €7.00 EUROS (VAT extra):

| OPTIONAL - PRICING SCHEDULE 2b – FIXED COUPON FACE VALUE AMOUNT €7,00 EUROS OPTION PERIOD #1 | | | | |
|---|--------------------------------|--|----------------------------------|----------------------|
| # | Category Description | Firm All-Inclusive per unit (in Euros) | Estimated usage coupons or cards | Sub Total (in Euros) |
| | | A | B | C = A x B |
| A. | Paper meal coupons | | 14,000 | |
| B. | Rechargeable meal card. | | 7,000 | |
| Pricing Schedule 2b – TOTAL FIRM PRICE – FIXED COUPON AMOUNT €7,00 EUROS (VAT extra): | | | | |

Limitation of Expenditure – FIXED COUPON AMOUNT €7.00 EUROS (VAT extra):



| OPTIONAL - PRICING SCHEDULE 2c – FIXED COUPON FACE VALUE AMOUNT €7,00 EUROS OPTION PERIOD #2 | | | | |
|---|--|--|---|-------------------------|
| # | Category Description | Firm All- Inclusive Coupon or Card Price per unit (in Euros) | Estimated usage coupons or cards | Sub Total (in Euros) |
| | | A | B | C = A x B |
| A. | Paper meal coupons | | 14,000 | |
| B. | Rechargeable meal card. | | 7,000 | |
| | Pricing Schedule 2c – TOTAL FIRM PRICE – FIXED COUPON AMOUNT €7,00 EUROS (VAT extra): | | | |

Limitation of Expenditure – FIXED COUPON AMOUNT €7.00 EUROS (VAT extra):