



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

brent.hygaard@international.gc.ca

Solicitation #: 16-117026-KABUL-BH

Attention: Brent Hygaard, Contracting
Specialist AAO

REQUEST FOR PROPOSAL (RFP)

**Proposal to: Department of Foreign Affairs,
Trade and Development**

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, or construction listed herein
and on any attached sheets at the price(s) set
out therefor.

DEMANDE DE PROPOSITION (DP)

**Proposition aux: Ministère des Affaires
étrangères, du Commerce et du
Développement**

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

TITLE - SUJET Food Services and Dining Hall Manager	
SOLICITATION NO. - NO. DE L'INVITATION 16-117026-KABUL-BH	DATE MAY 31, 2016
SOLICITATION CLOSES - L'INVITATION PREND FIN In order for the proposal to be valid, it must be received no later than 14:00 EDT (Eastern Daylight Time) on July 11, 2016 referred to as the "Closing Date".	
ADDRESS ENQUIRIES - ADRESSER TOUTES QUESTIONS À : BRENT HYGAARD	
TELEPHONE: 343-203-1331	EMAIL - COURRIEL : BRENT.HYGAARD@INTERNATIONAL.GC.CA
DESTINATION OF GOODS/SERVICES - DESTINATION DES BIENS/SERVICES See Herein. Informations dans le document	
VENDOR/FIRM NAME AND ADDRESS - RAISON SOCIALE ET ADRESSE DU FOURNISSEUR/DE L'ENTREPRENEUR Telephone No. - No de téléphone : 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	



TABLE OF CONTENTS

1. GENERAL INFORMATION	3
1.1. Summary	3
1.2. Statement of Work	3
1.3. Definitions	3
1.4. Contract Documents	3
1.5. Priority of Documents	3
1.6. Applicable Laws	4
1.7. Entire Requirement	4
1.8. Validity of Proposal	4
1.9. Debriefings	4
1.10. No Promotion of Bidders Interest	4
2. CAPACITY TO BID	4
2.1. Legal Capacity	4
2.2. Joint Venture	4
2.3. Certifications	5
3. BIDDING INSTRUCTIONS	5
3.1. Submission of Proposals	5
3.2. Language of Proposal	6
3.3. Late Proposal	6
3.4. Communications, Enquiries, Suggested Improvements	6
3.5. Bid Costs	7
4. RIGHTS OF CANADA	7
4.1. Rights of Canada	7
4.2. Rejection of Proposals	7
4.3. Conflict of Interest - Unfair Advantage	8
5. PROPOSAL PREPARATION INSTRUCTIONS	8
6. EVALUATION PROCEDURES AND BASIS OF SELECTION	9
6.1. Conduct of Evaluation	9
6.2. Basis of Selection – Lowest Price Per Point	10
SECTION I - TECHNICAL PROPOSAL	11
SECTION II - FINANCIAL PROPOSAL INSTRUCTIONS	20
SECTION III – CERTIFICATIONS PRECEDENT TO CONTRACT AWARD	21
SECTION IV – DRAFT CONTRACT	24
APPENDIX “A” – STATEMENT OF WORK	36
APPENDIX “B” – FINANCIAL PROPOSAL FORM / BASIS OF PAYMENT	45

1. GENERAL INFORMATION

1.1. Summary

- a) The Department of Foreign Affairs, Trade and Development (DFATD) is seeking to establish a commercial contract for a Food Services and Dining Hall Manager to effectively manage the day-to-day operations of the Dining Hall at the Embassy of Canada in Kabul, Afghanistan, providing three (3) meals per day (two (2) on Fridays) to an estimated 80 personnel.
- b) The period of the contract will be for one (1) year with two (2) optional periods of one (1) year each.

1.2. Statement of Work

The Work to be performed is detailed in Appendix "A" Statement of Work.

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). Bidders are advised to review it in detail and identify any problematic clauses to the Contracting Authority in accordance with the section 3.5, 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. Section I, Technical Proposal
3. Section II, Financial Proposal Instructions
4. Section III, Certifications Precedent to Contract Award
5. Section IV, Draft Contract

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. CITT

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 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 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 the Contracting Authority.

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. The Contracting Authority 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 solitarily 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. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the proposal non-responsive.

3. BIDDING INSTRUCTIONS

3.1. Submission of Proposals

1. Proposals must be submitted only to DFATD by the date, time and to the e-mail address indicated on page 1 of the RFP. Canada will not be responsible for proposals delivered or electronically sent to a different location. Canada will not be responsible whatsoever for any failure of its IT system or the failure of any other IT system to send or receive the proposal.

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 The Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, the Contracting Authority will inform the

Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of the Contracting Authority 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. 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.

6. 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 website addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.

7. 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 received after the stipulated RFP closing date and time.

3.4. Communications, Enquiries, Suggested Improvements

1. All enquiries and suggested improvements must be submitted in writing only to the following email address: brent.hygaard@international.gc.ca no later than **July 04, 2016**. 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 the Contracting Authority. 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.

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), The Contracting Authority 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, 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 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 requests that Bidders provide their proposal in a Soft copy (electronic) format.

Proposal submissions must be sent to brent.hygaard@international.gc.ca only. Bidders should ensure that their name, closing date, and solicitation number is clearly referenced in the email message.

Section I: to be labeled “**Technical Proposal**”; one (1) Soft copy

Bidders must submit their technical proposal in accordance with Section I. This section should not exceed forty (40) double-sided pages. Material exceeding the forty (40) page maximum will not be considered. Copies of required certificates and licences, and title pages are not included in the forty (40) page limit.

Section II: to be labeled “**Financial Proposal**”; one (1) Soft 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 document 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.

Section III: to be labeled “**Certifications**”; one (1) Soft copy

Bidders must submit the certifications required under Section III.

Canada requests 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 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 proposal being declared non-responsive.

3. An evaluation team composed of a majority of representatives of Canada will evaluate the proposals.

6.2. Basis of Selection – Lowest Price Per Point

To be considered responsive, a bid must:

- a. Comply with all the requirements of the bid solicitation;
- b. Meet all the mandatory requirements of this solicitation; and
- c. Obtain the required minimum of **60 percent** overall of the points that correspond to the rated criteria set out in **SECTION I**.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the valid proposal that scores the highest number of rating points, nor the one that contains the lowest cost estimate will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

The lowest evaluated price per point will be determined by dividing the proposed total price of the initial contract, including options to extend, if applicable, by the total technical score, to establish the lowest evaluated price per point.

THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY

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

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

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 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 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 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 Contracting Authority 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 Contracting Authority 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 processes performed by the firm
- Outcomes of the project
- Description of the Consultant roles and responsibilities in the project.

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the required technical evaluation criteria below.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

Technical Evaluation

1.1 Mandatory Technical Criteria

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

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

MANDATORY REQUIREMENTS		
<u>EXPERIENCE</u>		<u>Page#</u>
M1	Experience	
M2	English Language	
M3	Menu	
M4	Bid submission	

M1 Experience

The bidder must demonstrate that they have experience of at least three (3) years in the past ten (10) years in providing food services which includes:

- menu planning;
- food ordering and verification of deliveries;
- provision of catering services for functions, receptions and ceremonial events;
- training and supervising kitchen personnel; and,
- managing a related food services budget.

In addressing this mandatory criterion, the bidder shall include the names of employers, periods of employment and duties carried out during each period, this must be clearly indicated.

M2 English Language Fluency - Certification

The bidder must be able to fluently speak, read, and write in English.

NOTE: It is sufficient to state in the bid that the proposed Personnel have the required language capabilities. If, subsequent to the Contract being awarded, the Project Authority determines that the proposed Personnel do not possess the stated language capabilities, then the contractor will be determined to be in default and the Contract may be terminated.

M3 Menu

The contractor is to provide a sample menu for one (1) week. The menu must serve 80 people, three (3) meals per day (Breakfast, Lunch, and Dinner), from Saturday to Thursday, with a Brunch and Dinner only on Friday.

M4 Bid submission

Proposals must have been submitted on or before the Closing Date, Time, and to the correct place as indicated on page 1 of the RFP.

1.2 Point-Rated Technical Criteria

Each point rated technical criterion should be addressed separately.

1.2.1 Proposals having successfully met ALL of the mandatory criteria will be evaluated and point-rated against the criteria listed below. Bidders must receive a minimum overall technical score of 60% in order to be further evaluated on the basis of their financial proposal. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive.

1.2.2 Proposals must identify the qualifications and experience of the Company and any proposed sub-contractors or affiliates as well as the proposed resource personnel to carry the tasks by systematically addressing each of the requirements as detailed below.

1.2.3 Proposals must provide supporting information number of years and relevant projects consisting of detailed resume(s) that clearly describe the degree and nature of the knowledge/experience possessed by each proposed resource personnel including that of the Company and any proposed sub-contractors or affiliates. Supporting information shall include the previous experience with respect to the factors listed below. Up to the number of points specified below will be awarded for each factor based on length/depth of experience. The points will then be totaled.

1.2.4 The maximum points to be awarded is summarized as follows:

Table 1		
#	Point Rated Technical Criteria	Maximum Number of Points
PR1	Experience and Qualifications, including accredited training, certifications, and or previous performance.	24
	PR1.1 Managing Experience	10
	PR1.2 Work Experience	5
	PR1.3 Degree	5
	PR1.4 Awards	4
PR2	Experience in implementing best practices regarding health, safety and Sanitation requirements in commercial kitchens	10
PR3	Experience working in Canada and / or familiarity with Canadian cultures	10
	PR3.1 Working in Canada as a chef or catering manager	5
	PR3.2 Experience in an Embassy official residence as a chef or catering manager	5
PR4	Experience internationally as a kitchen manager	5
PR5	Experience in managing kitchen and/or catering budgets related to the provision of food services and accounting for expenditures thereof.	10
PR6	Menu	34
Total Points Available		93

NOTE: Bids which fail to obtain the required minimum number of 55 points will be declared non-responsive.

PR1 Experience and Qualifications, including accredited training, certifications and or previous performance. (Maximum 24 points)

PR1.1 Managing Experience

Bidders experience in managing a team of kitchen personnel.

36 – 47 months	4 points
48 – 59 months	6 points
60 – 71 months	8 points
72 months or more	10 points

PR1.2 Work Experience

Proof of work as a chef or kitchen manager for a major restaurant, hotel, country club, official residence or other institutions.

36 – 47 months	2 points
48 – 59 months	3 points
60 – 71 months	4 points
72 months or more	5 points

PR1.3 Degree

Holder of a degree or completing chef qualification program at an accredited training institution.

Degree or Chef Qualification	5 points
------------------------------	----------

PR1.4 Awards

Receiving an internationally recognized culinary award.

1 award	1 points
2 awards	2 points
3 awards	3 points
4 awards	4 points

PR2 Experience in implementing best practices regarding health, safety and Sanitation requirements in commercial kitchens. (Maximum 10 points)

Demonstrate how the bidder implemented best practices regarding health, safety and sanitation requirements in commercial kitchens as outlined in the Hazard Analysis Critical Control Point(HACCP) (or equivalent) food service standards as they relate to kitchen operations, hygiene and food storage. For verification, provide a copy of the company's written HACCP program.

1 – 12 months	2 points
13 – 23 months	4 points
24 – 35 months	6 points
36 – 47 months	8 points
48 months or more	10 points

PR3 Experience working in Canada and / or familiarity with Canadian cultures. (Maximum 10 points)

PR3.1

Working in Canada as a chef or kitchen/catering manager for more than one (1) year in the past five (5) years	5 points
---	----------

PR3.2

Experience in an Canadian Embassy or Official Residence as a chef or kitchen/catering manager for more than one (1) year in the past five (5) years	5 points
---	----------

PR4 Experience internationally as a kitchen manager. (Maximum 5 points)

Years of experience internationally as a chef or kitchen/catering manager (eg. managing a kitchen in a country other than one's native land; managing a kitchen located in a foreign environment. (Maximum 5 points)

1 – 12 months	2 points
13 – 23 months	3 points
24 – 35 months	4 points
36 months or more	5 points

PR5 Experience in managing kitchen and/or catering budgets related to the provision of food services and accounting for expenditures thereof. (Maximum 10 points)

1 – 12 months	2 points
13 – 23 months	4 points
24 – 35 months	6 points
36 – 47 months	8 points
48 months or more	10 points

PR6 Menu (Maximum 34 points)

Provide a weekly menu serving 80 personnel three (3) meals per day Saturday to Thursday and two (2) meals (Brunch and Dinner) on Friday. For the lunches and dinners, the same dish cannot be offered twice in one (1) week.

The menu will be evaluated according to the following:

Each breakfast has at least two (2) fruit choices	2
Each breakfast includes (2) egg choices	2
Each breakfast includes (1) meat choice	2
Brunch menu is varied and has several choices not available on the breakfast menu	2
Each lunch has at least two (2) fruit choices	2
Each dinner has at least two (2) fruit choices	2
Each lunch has at least two (2) vegetable choices	2
Each dinner has at least two (2) vegetable choices	2
Each lunch has at least two (2) meat choices	2
Each dinner has at least two (2) meat choices	2
Two (2) salad choices every lunch and dinner (lunch / dinner – can be the same salads)	2
Soup option available every lunch and dinner (lunch / dinner – can be the same soups)	2
Fish option available a minimum of four (4) times a week (lunch or dinner)	2
Each day must have at least one (1) dark green and one (1) orange vegetable	2
At least half of the grain products are whole grain	2
Menu is written in a logical, clear, and easy to understand way	2
No spelling mistakes	2



SECTION II - FINANCIAL PROPOSAL INSTRUCTIONS

Firm Hourly Rates

1. Bidders must quote Hourly Rates in United States Dollars (USD) on the attached Financial Proposal Form (Appendix "B"). The Hourly Rates 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).
2. All payments will be made according to the terms of payment set out in the Draft Contract.

Value Added Tax (VAT) or other Legal 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).
3. All prices and amounts of money in the Contract are exclusive of VAT or other legal taxes as applicable, unless otherwise indicated. The Value Added Tax (VAT) or other legal taxes, whichever is applicable, is extra to the price herein and will be paid by Canada.
4. The estimated VAT or other legal taxes is included in the total estimated cost on page 1 of Contract. VAT, or other legal taxes to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the VAT or other legal taxes does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of VAT or other legal taxes paid or due.



SECTION III – CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

The certifications in SECTION III – CERTIFICATIONS PRECEDENT TO CONTRACT AWARD, should be completed, signed, and submitted with your proposal (bid). A Contract will not be awarded until all certifications have been signed by the Bidder and received by the Crown. If the Bidder fails to provide the certifications when requested to do so by the Contracting Authority, then the Bidder shall be disqualified from the bidding process and be declared non-compliant.

Compliance to the Certifications the Bidder has provided Canada is subject to discretionary audit. In the event that it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly, any Contract entered into may be determined to be in default and the Minister shall be entitled, pursuant to the provisions of the Contract, to terminate for default.

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. Former Public Servant (Canadian only)

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 The Contracting Authority 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.

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 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 proposal being declared non-responsive.

4. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its proposal, 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.

5. Certification of Understanding

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



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

SECTION IV – DRAFT CONTRACT

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, Trade and Development 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;

"Contracting Authority" 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;

"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 (Appendix A)
4. Basis of Payment (Appendix 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.** The Contractor must provide in a timely manner all components of the Work.

1.8. **Excusable Delay.**

1.8.1 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 the Contracting Authority 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 the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority 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.

1.8.2 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.

1.8.3 However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority 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.

1.8.4 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 Appendix "A" in accordance with the Contract.

2.2. **Period of the Contract.** Unless the Contract is terminated before or extended beyond the end date, the period of the Contract is from _____ to _____ inclusive.

{To Be Inserted Upon Contract Award}

2.3. **Option to Extend the Contract.** The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year 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. **Exercise of Option to Extend.** Canada may exercise these options at any time by sending a written notice to the Contractor at least one (1) calendar day 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.

2.5. **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 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.

2.6. **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.

2.7. **Assigned Individuals.** If specific individuals are identified in Appendix 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 the Contracting Authority, 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.

2.8. **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.

2.9. **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 2.7. 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.

2.10. **Compliance with Local Law.** In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in the jurisdiction(s) where the work is being performed.

2.11. **Subcontracts.** The Contractor must obtain prior consent in writing of the Contracting Authority 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.

2.12. **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 Appendix 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 Expenditure.

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **To Be Inserted Upon Contract Award** plus Applicable Tax.
2. No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a) when it is 75 percent committed, or
 - b) two (2) months before the end of the Period of the Contract, or
 - c) as soon as the Contractor considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.
3. 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.

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 Contracting 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 thirty (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 the 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 fifteen (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 fifteen (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 (Appendix 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 Section 8 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 Section 8 Governance and Ethics.

4.4. Termination for Default.

4.4.1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority 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 Contracting Authority within that cure period.

4.4.2. 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, the Contracting Authority 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.

4.4.3. 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.

5.5. **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. Authorities and Communication.

7.1. **The Contracting Authority.** The Contracting Authority for this Contract is:

Name: Brent Hygaard
Title: Contracting Officer
Department of Foreign Affairs, Trade and Development
Directorate: AAO
Address: 125 Sussex Ave, Ottawa, Ontario, Canada
Telephone: 343-203-1331
E-mail address: brent.hygaard@international.gc.ca

7.2. **Project Authority.** The Project Authority for this Contract is:

{To Be Inserted Upon Contract Award}

Name:
Title:
Address:
Telephone:
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.

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

{To Be Inserted Upon Contract Award}

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

7.4. **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 the Contracting Authority.

7.5. **Management of the Contract.** Subject to the other provisions of this Article 7, the Contracting Authority 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 the Contracting Authority. 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 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.

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

7.7. **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.

8. Governance and Ethics

8.1. **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.

8.2. **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.

8.3. 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 the Contracting Authority.

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 the Contracting Authority in writing. If the Contracting Authority 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 the Contracting Authority's attention, the Contracting Authority 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.

8.4. **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).

8.5. **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.

8.6. **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.

8.7. **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.

9. Dispute Resolution.

9.1. **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.

10. Contract Clauses – Security

The following security clearance requirements must be met before award of contract:

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

10.2. If the Contractor breaches Sub-paragraph (10.1) above, DFATD shall terminate this Contract immediately without notice or any further obligation to the Contractor. The Contractor shall immediately refund to the Receiver General of Canada via DFATD all unspent funds provided under this Contract.



APPENDIX "A"

STATEMENT OF WORK

1. Objective

- 1.1 To effectively oversee and manage the day-to-day operations of the Dining Hall and Kitchen at the Embassy of Canada in Kabul, Afghanistan providing food services to an estimated 80 personnel three (3) meals per day (two (2) on Fridays) as well as catering on an as required basis.
- 1.2 The Contractor will ensure that all recipes, food preparation and presentation meet a high standard of healthy and nutritional quality and freshness; will maintain a safe, orderly and sanitized work environment and will demonstrate this by using proper food handling techniques; manage the ordering of quality of food, ensuring best value and quality for money, oversee creative menu planning, food preparation and training of culinary staff; and monitor food costs while maximizing guest client satisfaction. The Contractor will also be responsible for catering for hospitality functions / special events at the Embassy.

2. Background

- 2.1 The Canadian Embassy in Kabul Afghanistan has a Dining Hall which requires the services of a Food Services Manager/Chef.

3. Tasks / Responsibilities

The Contractor will be granted authority to manage and supervise the work (including performance management) of all contracted kitchen personnel in all matters pertaining to the preparation of all foods and kitchen operations. This includes the following task(s):

3.1 Menu Planning

- 3.1.1 Responsible for establishing menus on a weekly basis for breakfast, lunch, dinner and for brunch on Friday's and statutory holidays;
- 3.1.2 Menus should be planned to provide choices and variety which take into consideration any allergy or nutritional requirements of any Canada Based Staff (CBS) that have been provided by the Project Authority;
- 3.1.3 Responsible for meal planning that uses the fresh food available (seasonal);
- 3.1.4 Responsible for selecting and developing recipes to ensure consistent quality; and
- 3.1.5 Responsible for circulating and posting weekly menus as directed by the Project Authority.

3.2 Food Ordering

- 3.2.1 Coordinate with the senior member of the contract kitchen staff an appropriate inventory with the itemizing of all foods required for daily menus and for hospitality events;
- 3.2.2 Responsible for establishing a weekly food order on the stock sheet (dry/chilled/frozen), updated as required with sale prices based on a 6-month forecasting budget while ensuring quality products from the food supplier. Must work with the Project Authority to reconcile the budget with the actual expenditures;
- 3.2.3 Includes items that are consumed on a day-to-day basis as well as standard pantry items, e.g. spices, flour, etc.;
- 3.2.4 Verify that supplier's prices and substitutes are reasonable;
- 3.2.5 Taking advantage of fresh/seasonal items in both menu planning and food ordering; and

3.2.6 Provide acceptance of the finalized priced “Grocery List” to the Project Authority.

3.3 Verification of Food

3.3.1 Ensure that all deliveries are on time by following up with suppliers as required.

3.3.2 Ensure that all food orders are accurate at time of delivery and sign off on receivable delivery sheets;

3.3.2 Ensure all products are fresh and not expired (verify best before dates), and reject any expired products;

3.3.3 Ensure all produce, milk and meats are fresh and properly stored; and

3.3.4 Ensure no damaged packaging.

3.3.5 All delivery sheets, slips, and invoices must be kept on file and provided to the Project Authority upon request.

3.4 Catering and Hospitality Requirements

3.4.1 Liaise with CBS for Embassy catering and hospitality requirements and taking into consideration food and set up requirements;

3.4.2 Liaise with the Official Residence House Manager and Cook for all catering and hospitality requirements at the Official Residence (OR);

3.4.3 Approve and sign Hospitality Requests on a cost per guest basis including a final total estimate;

3.4.4 Verify that services were rendered and ensure client satisfaction by asking the host/hostess if everything is to their satisfaction; and

3.4.5 Provide to the Project Authority a monthly summary of hospitality events including the signed original Hospitality Requests and total costs for each event.

3.5 Food Preparation

3.5.1 Oversee the preparation of all food required for lunch and dinner, as well as for catering and hospitality functions and special occasions;

3.5.2 Taste and inspect the food, as necessary or as required by the Project Authority;

3.5.3 Establish attractive presentation techniques and quality standards;

3.5.4 Assure that all food stocks are properly stored and rotated; and

3.5.5 Ensure that all frozen foods are safely and properly thawed; and are not re-frozen in accordance with health and safety standards.

3.6 Kitchen Equipment / Supplies

3.6.1 Ensure proper equipment operation and maintenance;

3.6.2 Liaise with Property Section and/or the Project Authority to have any repairs/maintenance completed; and

3.6.3 Maintain an up-to-date inventory on kitchen supplies and equipment. The inventory must be provided to the Project Authority upon request.

3.7 Kitchen ordering

3.7.1 Recommend purchases of kitchen equipment and supplies along with options and prices for purchases; and

3.7.2. Action special purchase requests, as required.

3.8 Kitchen personnel

3.8.1 Mentor, train and assist kitchen personnel and supervise/coordinate all culinary activities;

3.8.2 Assist chefs in cooking and supervise kitchen staff when the senior chef is unavailable;

3.8.3 Liaise with the Manager for the contracted kitchen personnel to ensure experienced replacements have been selected for kitchen personnel during their leave of absence; and

3.8.4 Advise the Project Authority of any issues with kitchen personnel along with recommendations for resolution or mitigation.

3.9 Dining Hall Administration

3.9.1 The Contractor will bring to the attention of the Project Authority any issues relating to the possible misuse by CBS of their resident meal cards to ensure accurate reporting and billing;

3.9.2 The Contractor will bring to the attention of the Project Authority any issues relating to CBS not providing a minimum 24 hours' notice for outside guests and 72 hours' notice for 6 or more guests which enables the kitchen to prepare sufficient meals to accommodate the extra guests. CBS are required to write names or numbers of guests into the guest log book at the entrance of the dining hall for the Contractor's review and daily meal planning;

3.9.3 The Contractor will bring to the attention of the Project Authority if there are any issues with guests being accounted for and billing completed;

3.9.4 Oversee the notification of spontaneous guest per program and inform the Project Authority when advance notification time has not been respected in order that corrective measures may be put in place;

3.9.5 Provide reviewed and approved monthly billing to the Project Authority for signature to ensure payment terms of 30 days after invoice date; and

3.9.6 Interface with designated Project Authority when there is an Embassy need to accommodate non-food service event(s) in the dining hall. Example: Embassy decides to hold a musical performance operational or non-operational event(s) in the dining hall, liaison on timing is necessary to ensure dining hall is returned to normal condition in time for preparation of meals.

3.10 Cleaning, Sanitation, Food Safety and Health and Safety

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

3.10.2 Ensure that no food is used past its "Best Before" date;

3.10.3 Ensure that employees wash hands properly and regularly;

3.10.4 Ensure that the kitchen employees after each meal time have:

3.10.4.1 Wiped down all dining area tables and chairs;

3.10.4.2 Removed garbage from trays and garbage containers;

3.10.4.3 Cleaned all dishes, cutlery, utensils, serving and cooking pots and pans and stored them appropriately; and

3.10.4.4 Wiped down all condiments containers and stored at the appropriate temperature.

3.10.5 Ensure that kitchen employees after every shift have:

3.10.5.1 Cleaned and sanitized cabinets, refrigerators and counters;

3.10.5.2 Cleaned and exposed surfaces of hoods, ducts and vents;

3.10.5.3 Cleaned and sanitized all cooking surfaces;

3.10.5.4 Cleaned the BBQ after every use; and

3.10.5.5 Ensured that the loading area is neat and orderly.

3.11 Janitorial Cleaning Services

3.11.1 Ensure that the janitorial cleaning services for specific areas of the interior and exterior of the dining hall have:

3.11.1.1 Swept and washed the floors in the dining hall;

3.11.1.2 Cleaned and washed all bathrooms;

3.11.1.3 Washed windows and doors;

3.11.1.4 Emptied all garbage containers; and

3.11.1.5 Wiped down the outside patio tables and chairs.

4. Work Hours

4.1 A shift will consist of a ten (10) hour work day with a 30 minute lunch and two (2) 15 minute breaks. Should additional hours be required for hospitality functions, to remove the need for overtime, the ten (10) hour shift may be broken up into segments.

4.2 The normal six (6) day work week is from Saturday to Thursday. The Contractor may not work more than 60 hours per week.

5. Constraints

5.1 Personal Security

5.1.1 For security reasons, the Contractor will reside at the Embassy of Canada compound.

5.2 Personnel Constraints

5.2.1 Under no circumstances shall the Contractor solicit or allow solicitation of food, gratuities, gifts, etc.;

5.2.2 The Contractor must be sober and free of drugs or any substance that might affect the performance of his/her duties;

5.2.3 The Contractor must be physically and mentally prepared to live in a high risk, hostile area;

5.2.4 The Contractor must accept living conditions in a compound lifestyle;

5.2.5 The Contractor's work attire must be clean and appropriate at all times; and

5.2.6 The Contractor is responsible for his/her own medical costs.

5.3 Security Protocol

5.3.1 The Contractor must abide by all Embassy security regulations;

5.3.2 The Contractor must go directly to the closest Embassy Bunker should he/she be directed to do so; and

5.3.3 The Contractor must provide, upon request Embassy Security Operations an accounting of the Kitchen personnel's location, wellbeing and if there are any absences.

5.4 Leave

5.4.1 The Contractor must notify the Project Authority a minimum of one (1) month prior to any expected absence.

6. Contractor's Responsibilities

6.1 The Contractor will be responsible for establishing and paying for all travel arrangements from his/her principle place of residence to Kabul and back during the contract period;

6.1.2 The Contractor must obtain and pay for any entry (e.g. Visa), insurance and health requirements (e.g. inoculation) required to travel to, from and within Afghanistan; and

6.1.3 The Contractor is responsible for any related relocation costs, e.g. lease cancellation, storage charges for personal effects and or personal vehicle, etc.

7. Client Support

7.1 Communication Equipment

7.1.1 Mission will provide a cellphone for local and personal communication. Cost for monthly personal telephone calls and text messages will be the responsibility of the Contractor.

7.2 Food and Accommodation

7.2.1 Mission will provide meals, furnished accommodations, and laundry services for the Contractor for the period of the contract. Accommodations will have shared internet capability depending on the local service provider's capability.

7.2.2 Mission will provide transportation in accordance with mission security regulations; and

7.2.3 The Embassy will provide a letter of introduction to facilitate the contractor to obtain an Afghan visa while in Kabul. The Embassy will advise the Contractor on the Afghan visa renewal procedures during the contract period, if required.

8. Language Requirements

8.1 Contractor must be able to communicate verbally and in written form, fluently, in English.

APPENDIX “B”

BASIS OF PAYMENT / PRICING SCHEDULE

- B1. Bidders shall quote firm prices/rates in **US Dollars (USD)** (GST and/or VAT exempt).
- B2. Travel and living expenses will not be paid for any part of the contract including transportation costs to and from the place of duty or any relocation necessary to satisfy the conditions of the contract.
- B3. The volumetric (estimated usage) data 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. There will be no provision for overtime on this requirement.
- B5. Prices/rates quoted for each year, shall remain firm for the entire Contract period.

For a Dining Hall and Catering Manager required Saturday to Thursday, 10 hours/day, up to 313 days per year, one (1) firm all-inclusive hourly rate for the initial period of one (1) year and for each subsequent optional year as shown below:

Initial Contract Period (One (1) Year)

(A1) Rate per Hour	(B1) Estimated Hours per Year	(C1) = A1 x B1 Estimated Yearly Cost
	3,130	

First Optional Year

(A2) Rate per Hour	(B2) Estimated Hours per Year	(C2) = A2 x B2 Estimated Yearly Cost
	3,130	

Second Optional Year

(A3) Rate per Hour	(B3) Estimated Hours per Year	(C3) = A3 x B3 Estimated Yearly Cost
	3,130	

Total Estimated Contract Value (C1 + C2 + C3) = \$_____

Print Name and Capacity

Date