



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11 rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Commercial Acquisitions & Fast Track Procurement
Div/Div des Acquisitions commerciales et achats en régime accéléré

11 Laurier St. / 11 rue Laurier

6B3, Place du Portage

Phase III

Gatineau

Québec

K1A 0S5

Title - Sujet LONDON CATERING SERVICES	
Solicitation No. - N° de l'invitation 08A10-150300/A	Date 2017-06-05
Client Reference No. - N° de référence du client 08A10-150300	
GETS Reference No. - N° de référence de SEAG PW-\$\$PD-039-72946	
File No. - N° de dossier pd039.08A10-150300	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-07-17	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Whissell, Pierre G.	Buyer Id - Id de l'acheteur pd039
Telephone No. - N° de téléphone (873) 469-4668 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - I	High Commission of Canada Canada House, Trafalgar Square London SW1 Y 5BJ United Kingdom	I - I	High Commission of Canada Canada House, Trafalgar Square London SW1 Y 5BJ United Kingdom



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM		Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	London Catering Services-May '16-M ar.'17	D-1	I-1	666666.63	\$	\$			See Herein	
2	Catering Services - VAT (20%)	D-1	I-1	73333.33	\$	\$			See Herein	
3	Catering Services-Apr.'17-Mar.'18	D-1	I-1	99999.96	\$	\$			See Herein	
4	Catering Services-VAT (20%)	D-1	I-1	79999.99	\$	\$			See Herein	
5	Catering Services-incl. VAT(20%) A pr.'18	D-1	I-1	40000	\$	\$			See Herein	
6	Option Period 1 W/VAT - May '18- M ar.'19	D-1	I-1	39999.96	\$	\$			See Herein	
7	Option Period 1 W/VAT- Apr.'19	D-1	I-1	40000	\$	\$			See Herein	
8	Option Period 2 W/VAT- May '19-Mar '20	D-1	I-1	39999.96	\$	\$			See Herein	
9	Option period 2 W/VAT- Apr.'20	D-1	I-1	40000	\$	\$			See Herein	
10	Option Period 3 W/VAT- May '20-Mar '21	D-1	I-1	39999.96	\$	\$			See Herein	
11	Option Period 3 W/VAT- Apr. '21	D-1	I-1	40000	\$	\$			See Herein	

Catering and Cafeteria Services For High Commission of Canada Canada House, Trafalgar Square, London, UK



Solicitation No. - N° de l'invitation
08A10-150300/001/PD
Client Ref. No. - N° de réf. du client
08A10-150300

Amd. No. - N° de la modif.
000
File No. - N° du dossier

Buyer ID - Id de l'acheteur
PD039
CCC No./N° CCC - FMS No./N° VME

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PART I GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes as follows:

- Part 1** General Information: provides a general description of the requirement;
- Part 2** Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3** Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5** Certifications: includes the certifications to be provided;
- Part 6** Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes includes the Statement of Requirements, the Basis of Payment any other annexes detailed in the table of Contents.

1.2 Requirement

This bid solicitation is being issued to satisfy the requirement of the High Commission of Canada (HCC) located in London, UK (the "Client") for onsite Catering and Cafeteria Services (CCS) that is complete and compliant to Britain's Food standards. It is intended to result in the award of a contract for one year, plus 4 one-year irrevocable options allowing Canada to extend the term of the contract and to procure additional Services.

1.3 Background

The High Commission of Canada currently employs approx. 300 staff, which includes both locally engaged and Canadian staff. Less than two years ago HCC moved from Grosvenor Square to a new building located on Trafalgar Square next door to the Canada House. This allowed HCC to increase the number of Catering events held to 500 last year. HCC continuously encourages Canadian companies to showcase Canadian products and priorities in the newly renovated meeting and event spaces that are now available. As a result, the HCC requires Cafeteria & Catering services commensurate with its status of HCC's prestigious venue.

As part of the Catering and Cafeteria Services, the Contractor must provide all labour, supervision, equipment, tools, food, beverages and other items and services necessary for the management and provision of the Catering and Cafeteria Services commensurate with the status of the venue as described herein.

1.4 Scope of Service

The contractor must provide a professional Catering service commensurate with the nature of the venue for the High Commission of Canada's guests, on an "as and when requested" basis for a variety of events ranging from meetings, working lunches, receptions offering canapés, buffets, fine dining and alcoholic & non-alcoholic beverages. The successful contractor will also provide a professional Cafeteria service for High Commission of Canada employees and visitors.

The Contractor must deliver the services as an independent and not an agent of the High Commission.

The Contractor must manage and operate the food services with the proper conduct to provide food service in conformity with good business and trade practices.

Events held at Canada House must be formally hosted or co-hosted by the Canadian High Commission and its personnel. Events are classified into three categories as follows:

Category 1 – Event hosted solely by one or several HCC Programs, including co-locators, (Hosting Program).

Category 2 – Event co-hosted by a CHC Hosting Program and an external organization that directly serves to advance Canada's priorities.

Category 3 – Event hosted by external clients that delivers a benefit to a HCC Program or to Canada and helps build relationships with Canadian and/or UK clients.

1.5 Security Requirements

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses.

For more information on personnel and organizational security screening or security clauses, Bidders should refer to the Industrial and Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.6 Trade Agreements

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

1.7 Mandatory Site Visit

There is a mandatory bidders' site visit associated with this requirement. Consult Part 2 – Bidder Instructions.

1.8 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 10 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART II BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada: <https://buyandsell.gc.ca/policy-and-guidelines//standard-acquisition-clauses-and-conditions-manual/all>

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The *2003 (2016-04-04) Standard Instructions - Goods or Services -Competitive Requirements*, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of *2003, Standard Instructions - Goods or Services - Competitive Requirements*, is amended as follows:

Delete: 60 days

Insert: 100 days

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

2.2 Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2.3.1 Former Public Servant Definitions

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

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or

- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8..

2.3.2 Former Public Servant in Receipt of a Pension

The information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the additional information listed below within the time frame provided will render the bid non-responsive.

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#)

2.3.3 Former Public Servant Work Force Adjustment Directive

The information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the additional information listed below within the time frame provided will render the bid non-responsive.

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks;

- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Improvement of Requirement during Solicitation Period

Should bidders consider that the Statement of Requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion.

Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at High Commission of Canada, Trafalgar Square, London, SW1Y 5BJ on Wednesday, the 19th of June 2017.

- a) The site visit will begin at 09:00am GMT. Bidders are requested to arrive at the reception at least 20 minutes before the start of the site visit. Also, Bidders must provide a valid photo identification such as a passport or a driving license.
- b) Bidders must communicate with the Contracting Authority no later than 16:00 GMT, June 14, 2017 to confirm attendance and provide the name(s) of the person(s) who will attend.
- c) Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a

representative will not be given an alternative appointment and their bid will be declared non-responsive.

- d) Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.
- e) Bidders will be subject to a rigorous security check (airport style). All electronic items must be securely locked away prior to entry into the High Commission.
- f) Photography is not permitted due to security reasons, however if bidders require pictures of the layouts of the kitchen etc, HCC may provide the photos and send via email after approval from the security team.
- g) While on site a visitors badge must be clearly displayed at all times. Visitors must be escorted throughout the whole building by a HCC staff.
- h) Failure to comply with the site Visit instructions will result in the representative(s) being denied access to the site and their bid will be declared non-responsive.

2.8 Volumetric Data

The Catering and Cafeteria Services (CCS) data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of CCS will be consistent with this data. It is provided solely for information purposes.

2.8.1 Cafeteria Services

The High Commission of Canada staff is composed of approximately 300 individuals.

Daily Average business volume from February 2015 to December 2015

SERVICE TYPE	Number of Clients
Breakfast	36
Lunch	51

Cafeteria sales reported between February and December of 2015.

Café	£68,910.55
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2.8.2 Catering Services

The High Commission of Canada hosts between 550 and 600 events a year totalling approximately 15,000 to 25,000 invited guests. Approximately 330 events involved external clients.

The High Commission of Canada has experienced an increase in the number of hosted catered events by approximately 5% year over year for the last ten years.

Catering Services sales reporting between February 2015 and December 2015:

Hospitality Hospitality refers to coffee/tea, breakfast or lunch service for meetings of under 25 participants during normal business hours	£ 50,481.02
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Events	£ 419,416.15
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Table 1 – Catering from January 2016 to November 2016

SERVICE TYPE	Number of Events	Total Number of Guests	Average Number of guests	Number of events alcohol served	Number of events HCC provided alcohol	% of events HCC provided alcohol
Breakfast	4	215	53.75	0	0	0
Lunch – Fine Dining	16	316	22.6	13	11	84.6
Lunch – Buffet	32	1761	55	13	6	46.2
Dinner – Fine Dining	26	574	22.1	26	19	73.1
Dinner - Buffet	3	73	24.3	4	2	50
Receptions	98	8070	82.3	97	49	50.5
Staff Only	28					

PART III BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copy) and 2 soft copies (.PDF, .DOC, or .ODP) on 2 USB or CDs or DVDs.

Section II: Management Bid (2 hard copy) and 2 soft copies (.PDF, .DOC, or .ODP) on 2 USB or CDs or DVDs

Section III: Financial Bid (1 hard copy) and 1 soft copy (.XLS, or, XLSX or XLSX) on 1 USB CD or DVD.

Section IV: Certifications (2 hard copies) and 2 soft copies (.PDF, or .DOC, or ODP) on 2 USBs, CDs or DVDs.

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

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

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

- a) use 8.5 x 11 inch (216 mm x 279 mm) or A4 formatted paper;
- b) use a numbering system that corresponds to the bid solicitation;

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

- a) use 8.5 x 11 inch (216 mm x 279 mm) or A4 formatted paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2 Section I: Technical Bid

In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.2.1 Documents to include with the Technical bid

In addition to the requirements above, Bidders are required to provide the following documents with their bid:

- a) a duly completed and signed copy of the Request for Proposal and its associated amendments
- b) a Fall Catering Guide (exclusive of prices) based on the requirements of the Statement of Work
- c) a Monthly Cafeteria Menu (exclusive of prices) based on the requirements of the statement of work

3.3 Section II: Management Bid

In their Management Bid, Bidders must describe their capability and experience as they relate to this requirement as well as that of their project management team.

3.3.1 Documents to Include with the Management Bid

In support of the demonstration of the above, Bidders are required to provide the following documents with their bid:

- a) a copy of their health, safety and sanitation policies, procedures and training material;
- b) a copy of a food safety record for the past two years showing no violations;
- c) Resume and credentials of the proposed onsite Duty Manager and Alternate Duty Manager;
- d) Resume and credentials of the Executive Chef;
- e) 3 catering project references from venues of similar size, scope and standing to that of the HCC; and
- f) 3 cafeteria project references from venues of similar size, scope and standing to that of the HCC

3.4 Section III: Financial Bid

3.4.1 Pricing

Bidders must submit their financial bid in accordance with Basis of Payment in Annex B exclusive of applicable taxes. Unless otherwise indicated, bidders must include a single, ceiling, all-inclusive price quoted in Pounds Sterling (£) in each cell requiring an entry in the pricing tables.

3.4.2 Documents to Include with the Financial Bid

In addition to the financial bid bidders are requested to submit the following with their bid

- a) A Fall Catering Guide (inclusive of prices) based on the requirements of the Statement of Work. Prices should be reflective of the Basis of Payment at Annex B.

Note: Any contract awarded as a result of this solicitation will be awarded in Canadian Dollars.

3.4.3 All Costs to be Included

The financial bid must account for all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period.

The identification of all necessary equipment, tableware and utensils not provided by HCC that is required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

3.4.4 Electronic Payment of Invoices

- a) If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Appendix 2 Electronic Payment Instruments, to identify which ones are accepted.

- b) If Appendix 2 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- c) Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.5 **Section IV: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

PART IV

PART IV EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management, food and service, and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c) In addition to any other time periods established in the bid solicitation:
 1. Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 2. Requests for Survey: If Canada wishes to survey the Bidder's facilities, the Bidder must make its facilities available for this purpose within 10 working days or a request by the Contracting Authority.
 3. Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Bid Evaluation

The evaluation of the technical bid is divided into two (2) parts. The first part consists of mandatory criteria, which are evaluated on a simple pass/fail basis. The second (2) part consists of rated criteria with no minimum pass mark.

4.2.1 Mandatory Technical Evaluation Criteria

The Bidder must comply with and meet all technical requirements and all terms and conditions specified in this bid solicitation.

Each bid will be assessed for compliance against the mandatory requirements of the bid solicitation. Bids that fail to meet the mandatory requirements will be declared non-responsive and will be disqualified. The mandatory technical criteria are further described at *Appendix 1 - Section 1, Article A - Mandatory Technical Criteria*

4.2.2 Point-Rated Technical Evaluation Criteria

Each bid will be rated by assigning a score to the rated requirements. Bidders who fail to submit complete bids will be rated accordingly. The point-rated technical criteria are further described at *Appendix 1 – Section 1 – Article B – Point Rated Technical Criteria*

4.3 Management Bid Evaluation

The evaluation of the Management bid is divided into two (2) parts. The first part consists of mandatory criteria, which are evaluated on a simple pass/fail basis. The second (2) part consists of rated criteria with no minimum pass mark.

4.3.1 Mandatory Management Evaluation Criteria

The Bidder must comply with and meet all management requirements and associated terms and conditions specified in this bid solicitation.

Each bid will be assessed for compliance against the mandatory requirements of the bid solicitation. Bids that fail to meet the mandatory requirements will be declared non-responsive and will be disqualified. The mandatory management criteria are further described at *Appendix 1 - Section 2, Article A - Mandatory Management Criteria*; and

4.3.2 Point-Rated Management Evaluation Criteria

Each bid will be rated by assigning a score to the rated requirements. Bidders who fail to submit complete bids will be rated accordingly. The point-rated technical criteria are further described at *Appendix 1 – Section 2 – Article B – Point Rated Management Criteria*

4.4 Financial Bid Evaluation

Only bids that have been deemed responsive to the technical and management mandatory criteria will be considered for financial evaluation.

4.4.1 Assignment of Prorated Price Scores

- a) Pricing from all responsive bids will be assessed simultaneously.
- b) For each line item and pricing increment (number of attendees), pricing will be assessed on a pro-rated basis. The methodology is further described below.
 - i. The lowest bid price (L) will be assigned a score of 100. Every other bid price (P) will be granted a prorated score based on the following formula: $Score = (1 - ((P/L) - 1)) * 100$.
 - ii. Calculation of score for a line item priced \$2.30 where the lowest price for that line item is \$2.00.
 $Score = (1 - ((2.30/2.00) - 1)) * 100$
 $Score = (1 - (1.15 - 1)) * 100$
 $Score = (1 - 0.15) * 100$
 $Score = 0.85 * 100$
 $Score = 85$
- c) For each Bidder:
 - i. The scores for all line items by pricing increment in a group will be rounded to the nearest integer and then averaged to create an Average Group Score by Pricing Increment.
 - ii. For each Item Group, the Average Group Score by Pricing Increment for all four increments will be averaged to create an Aggregate Group Score
 - iii. Aggregate Group scores will then be averaged to establish a *Total Average Score* by bidder.

Please Note:

1. All prices and averages in this process will be rounded to two decimals
2. A working example of this evaluation process is provided in the *Sample Evaluation* tab of Annex B – Pricing basis (Electronic Version)

4.5 Weighting and Aggregation of Scores

The Technical, Management and Financial evaluation scores of each bid that has been deemed technically responsive will be aggregated as follows to determine their ranking for the purpose of qualification for the Rated Sensory Evaluation Stage.

- a) Scores for the Technical Rated requirements will be aggregated, transposed on a percentage (%) scale and multiplied by a factor of 30 percent (%)

- b) Scores for the Management Rated requirements will be aggregated, transposed on a percentage (%) scale and multiplied by a factor of 20 percent (%)
- c) The Total Average Score for the Financial Evaluation will be multiplied by a factor of 50 percent (%)

4.6 Rated Food and Service Evaluation

- a) The top three (3) ranked Bidders (identified as a result of the weighting and aggregation of scores will be invited to participate in a Rated Food and Service Evaluation which relates directly to capability to deliver on their Catering and Cafeteria Services proposal to the HCC.
- b) The Food and Service Evaluation will be conducted, at no cost to Canada, at the HCC. Canada will pay its own travel and salary costs associated with any demonstration. Canada will provide no fewer less than 5 working days of notice before the scheduled date for the Food Sensory Evaluation.
- c) It is anticipated that the food and Service evaluation will take place in the week of July 31, to August 4, 2017. Bidders should be prepared to participate in this timeframe.
- d) The Food and Service Evaluation will be conducted during normal business hours, at a date and time to be determined by the Contracting Authority.
- e) A panel of (10) members of HCC personnel will perform the evaluation.
- f) The following scenarios will be evaluated as part of the Food and Service Evaluation:
 - i. Continental Breakfast (Hot and Cold - Buffet);
 - ii. Lunch Service (Cold Buffet);
 - iii. Reception Hors d'oeuvres (Buffet); and
 - iv. Plated and Served Dinner Service (Tier II Protein)
- d) Bidders must prepare their services for each scenario in strict adherence to the requirements at *Section II.11 - Event Catering Minimum Standards* of the Statement of Work.
- e) The proposed Duty Manager will be on hand to present each scenario and answer the evaluation panel members' questions.
- f) For each scenario panel members will in their evaluation:
 - i. Take note of the scenario being assessed;
 - ii. Assess adherence to the requirements of the Statement of work in accordance with the *Assessment of Adherence Questionnaire* provided at *Appendix 1, Section 3A*
 - iii. Evaluate every dish in accordance with the *Sensory Evaluation Questionnaire* provided at *Appendix 1, Section 3B*

4.6.1 Aggregation and Weighting of Food and Service Evaluation Scores

- a) Assessment of Adherence (for each scenario)
 - i. Assessment of Adherence Scores from all panelists will be aggregated and averaged.
 - ii. The resulting scores will be transposed on a percentage (%) scale and multiplied by a weighting factor of 30%.
 - iii. Bidders must achieve a weighted score greater than 25 to be deemed compliant
- b) Sensory evaluation (for each scenario)
 - i. For each evaluated dish:
 - (a) Dishes evaluated by less than 5 panelists will not form part of the evaluation.

- (b) The Sensory evaluation scores from all panelists will be aggregated and averaged.
 - ii. The resulting scores from all dishes in the scenario will be transposed on a percentage (%) scale and multiplied by a weighting factor in accordance with the criteria below:
 - (a) Principal Menu Items (Main course, Sandwich, Hot Buffet Item) 50%
 - (b) Secondary Menu Items (Soups, Salads, Desserts) 30%
 - (c) All other items (Breads, Pastries, Fruit, Sweets Biscuits) 20%
 - iii. The resulting Sensory Evaluation score for the scenario will be multiplied by a weighting factor of 70%
 - iv. Bidders must achieve a weighted score greater than 50 to be deemed compliant
- c) The Weighted Assessment of Adherence and Sensory Evaluation Scores will be summed for a total on 100 Points

4.7 Basis of Selection

1. To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation;
 - b) meet all mandatory criteria;
 - c) Obtain the required minimum points specified for Assessment of Adherence for each of the four (4) scenarios of the Food and Service Evaluation.
 - d) Obtain the required minimum points specified for the Sensory Evaluation for each of the four (4) scenarios of the Food and Service Evaluation.
2. Bids not meeting (a) or (b) or (c) and (d) above will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of Technical, Management, and Food and Service Merit as well as Price the ratio will be established as follows:
 - i. Scores for the Technical Rated requirements will be aggregated, transposed on a percentage (%) scale and multiplied by a factor of 25 percent (%) and identified below as TW
 - ii. Scores for the Management Rated requirements will be aggregated, transposed on a percentage (%) scale and multiplied by a factor of 10 percent (%) and identified below as MW
 - iii. The Aggregated Score of the Food and Service Evaluation will be multiplied by a factor of 25 percent (%) and identified below as SW
 - iv. The Total Average Financial Evaluation Score will be multiplied by a factor of 40 percent (%) and identified below as FW
4. To calculate the Combined Rating of Technical Merit and Price, the following formula is used:
$$TW+MW+SW+FW = \text{Score} / 100$$
5. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of Technical, Management, and Food and Service Merit as well as Price will be recommended for award of a contract.

4.8 Tie Break:

If more than one bidder is ranked first because of identical overall scores, then the bidder with the best financial score become the top-ranked bidder.

PART V CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Precedent to Contract Award

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2 Integrity Provisions – Required Documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.3 Status and Availability of Resources -PC

- a) By submitting a bid, the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, and dismissal for cause or termination of an agreement for default.
- b) If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate.

Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.5 Certification of Language - English Essential

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, the Duty Manager, the Executive Chef, and Client facing Service Staff proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual that works on site will be fluent in English. The individual(s) must be able to communicate orally in English without any assistance and with minimal errors.

5.6 Food Standard Agency Sanctions

By submitting a bid, the Bidder certifies that, it has not received any warnings and sanctions by the Food Standards Agency regarding sanitation and food safety for the past two (2) years.

PART VI SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirement

- a) Before award of a contract, the following conditions must be met:
 - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; and
 - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- b) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.
- c) Canada will not delay the award of any contract to allow bidders to obtain the required clearance.

Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Financial Capability

SACC Manual clause A9033T (2012-07-16) Financial Capability applies

6.3 Insurance Requirements

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

PART VII RESULTING CONTRACT CLAUSES

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

7.1 Requirement

_____ (the "Contractor") agrees to supply to the Catering and Cafeteria Services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in the Basis of payment of the Contract.

Client: The Client is High Commission of Canada located at Canada House, Trafalgar Square, London UK.

To meet its needs, Canada, at its discretion, might expand, change, add or modify the Catering and Cafeteria Services to be delivered High Commission of Canada with the agreement of the Contractor. The Option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

7.2 Task Authorization

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

7.3 Task Authorization Process:

The *Project Authority* will provide the Contractor with a description of the task using the Task Authorization" form. The Task Authorization form will be provided by the HCC upon commencement of contract and be included as an Annex to the contract for reference purposes.

The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.

The Contractor must provide the *Project Authority*, within 4 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

The Contractor must not commence work until a TA authorized by the *Project Authority* has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.4 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$ 200,000.00 CDN, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and the Head of Mission.

7.5 Periodic Usage Reports - Contracts with Task Authorizations

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

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 5 days calendar days after the end of the reporting period.

7.5.1 Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process.

7.5.2 For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

7.5.3 For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.6 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgscc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

7.7 General Conditions

2035 (2016-04-04) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.8 Security Requirements

The Contractor and/or any and all subcontractors must be from a country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral industrial security instrument or will have such an instrument with Canada by the end of the bidding period. The Contract Security Program (CSP) has international bilateral industrial security instruments with the countries listed on the following PSPC website: <http://ssi-iss.tpsgc-pwgscc.gc.ca/gvrnmnt/risi-iisr-eng.html>. For the exchange of NATO information, the Contractor must be from a NATO member in good standing.

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- a) The Foreign recipient Contractor must provide proof that they are incorporated or authorized to do business in their jurisdiction.
 - b) The Foreign recipient Contractor defined as an individual or legal entity possessing the legal capacity to enter into a contract, shall provide confirmation of compliance with the below terms and conditions, in writing, to the Canadian DSA, prior to the execution of the works, services or performance, of which requires or involves access to Canadian restricted sites.
 - c) The Canadian Designated Security Authority (DSA) (Canadian DSA) is the International Industrial Security Directorate (IISD), Public Services and Procurement Canada (PSPC).
 - d) The Foreign Contractor, shall not begin the work, services or performance until the Canadian DSA is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation shall be provided, in writing, to the foreign recipient Contractor in an attestation form, to provide confirmation of compliance and authorization for services to be performed.
 - e) The Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) to be responsible for the overseeing of the security requirements, as defined in this Contract. This individual will be appointed by the proponent foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
 - f) The Foreign recipient Contractor shall not permit access to Canadian restricted sites (or grant access to CANADA PROTECTED B information), except to its personnel subject to the following conditions:
 - g) Personnel have a need-to-know for the performance of the Contract;
 - h) Personnel have been subject to a criminal record check, with favourable results, from a recognized Governmental agency in their country as well as a background verification. The approved verifications for the required criminal record check and background verification are listed at Appendix A.
 - i) The Foreign Contractor will ensure that its Chief Executive Officer (CEO) or Senior Official of the company will appoint a Contract Security Officer (CSO) and/or an Alternate Contract Security Officer (ACSO) in order to ensure compliance with all contracting security requirements.
 - j) The Foreign recipient Contractor shall ensure that personnel provide consent to share results of the Criminal record Background Check with the Canadian DSA and other Canadian Government Officials, if requested;
 - k) The Government of Canada reserves the right to deny access to Canadian Protected information and/ or assets to a Foreign Contractor for cause.
 - l) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
 - m) The Foreign recipient Contractor visiting Canadian Government, under this contract, will submit a Request for Visit form to the Departmental Security Officer of Global Affairs Canada.
 - n) The Foreign recipient Contractor must comply with the provisions of the Security Requirements and Check List attached at Annexes C & D.

7.9 Term of Contract

- a) Contract Period: The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- i. The "Initial Contract Period" which begins on the date the Contract is awarded and ends on September 30th 1 year later; and
- ii. The Period during which the Contract is extended, if Canada chooses to excise any options set out in the Contract.

7.9.1 Option to extend the contract

- a) The Contractor grants to Canada the irrevocable option to extend the period of the Contract by up to four (4) additional 1 year periods under the same terms and conditions and at the prices stated in the Contract. The Option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- b) Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.9.2 Retail Price Index for option years

For option year 1, 2, 3, and 4, the Contractor agrees that the Ceiling Unit Prices (increases or decreases) will be adjusted in accordance with Office for National Statistics percentage change over 12 months using the Retail Price Index (RPI) for Food and Catering. (*Example March 2016 to March 2017 « +1.6% »*)

The adjustment will be made annually before the expiry of the Contract, based on the percentage change of the RPI for Food and Catering using the most recently reported twelve-month period and adjusting the ceiling unit prices of the previous year.

See link below for the RPI for Food and Catering.

<https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/czbi/mm23>

7.10 Delivery Date

- a) For the Catering Service, the Contractor must be ready to respond and provide Catering request no later than 1 month after Contract Award.
- b) For the Cafeteria Service, all Services must be functional and ready no later than 1 month after Contract Award.

7.11 Transition period

- a) The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of thirty (30) days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- b) The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least sixty (60) calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.
- c) The Contractor agrees that, in the period leading up to the end of the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

7.12 Authorities

7.12.1 Contracting Authority

The Contracting Authority for the Contract is:

Pierre G. Whissell

Supply Team Leader
Public Works Government Services Canada
Commercial and Consumer Products Directorate
6A2, Phase III, Place du Portage
11 Laurier Street
Gatineau, Quebec K1A 0S5
Telephone: (873) 469-469-4668
Facsimile: (819) 956-5454
E-mail address: pierre.g.whissell@pwgsc.gc.ca

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

7.12.2 Project Authority

Name: (To be included at Contract Award)
Title:
Address:
Telephone:
Email:

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

7.12.3 Contractor's Representative (Duty Manager)

Name: - (To be included at Contract Award)
Title:
Address:
Telephone:
E-mail:

7.13 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.14 Certifications and Additional Information

7.14.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.15 Payment

7.15.1 Basis of Payment – Ceiling Price(s) - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra. "Applicable Tax" means any tax applicable in the jurisdiction of the Work.

7.15.2 Limitation of Expenditure - Limitation of Price

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

7.16 Method of Payments

Canada will pay the Contractor upon completion and delivery of tasks in accordance with the payment provisions of the Contract if:

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

7.17 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a) Direct Deposit (Domestic Only);
- b) Wire Transfer (International Only);

7.18 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
3. The Contractor must provide the original of each invoice to the Project Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.
4. The original and one (1) copy must be forwarded to the following address for certification and payment:

Will be updated at contract award

-
5. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.19 **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**. *(May be updated at Contract Award based on bidder's response)*

7.20 **Priority of Documents**

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

- (a) Articles of Agreement; including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement
- (b) 2035 (2016-04-04) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- (c) Annex A Statement of Work
- (d) Annex B Basis of Payment
- (e) Annex D, Security Requirements Check List
- (f) The signed Task Authorizations (including all of their annexes, if any)
- (h) Sensory Evaluation results
- (i) The Contractor's bid dated _____ **(to be completed at award of contract)** or as amended on (to be completed at award of contract if applicable)

7.21 **Insurance - No Specific Requirement**

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

Annex - A - Statement of Work

The Statement of Work will be provided as an Electronic
Attachment to the Solicitation

HCC_SoW.docx

Annex - B - Basis of Payment

The Basis of Payment will be provided as an Electronic
Attachment to the Solicitation

HCC_BoP.xlsx

Annex - C - Security Requirements

The Foreign Recipient Contractor must perform a security screening of all its personnel who will need access to CANADA PROTECTED information and/or to Canadian restricted sites:

a. Identity check

- i. Copies of two of valid original pieces of government issued identity documentation, one of which must include a photo
- ii. Surname (last name)
- iii. Full given names (first name) – underline or circle usual name used
- iv. Family name at birth
- v. All other names used (aliases)
- vi. Name changes
 1. Must include the name they changed from and the name they changed to, the place of change and the institution changed through
- vii. Sex
- viii. Date of birth
- ix. Place of birth (city, province/state/region, and country)
- x. Citizenship(s)
- xi. Marital status/common-law partnership
 1. Current status (married, common-law, separated, widowed, divorced, single)
 2. All current spouses (if applicable)
 - a. Surname (last name)
 - b. Full given names (first name) – underline or circle usual name used
 - c. Date and duration of marriage/common-law partnership
 - d. Date of birth
 - e. Family name at birth
 - f. Place of birth (city, province/state/region, and country)
 - g. Citizenship(s)

b. Residency check

- i. The last five (5) years of residency history starting from most recent with no gaps in time.
 1. Apartment number, street number, street name, city, province or state, postal code or zip code, country, from-to dates

c. Educational check

- i. The educational establishments attended and the corresponding dates.

d. Employment history check

- i. The last five (5) years of employment history starting from most recent with no gaps in time
- ii. Three (3) employment reference check from the last five (5) years

e. Criminal records check:

- i. Report(s) containing all criminal convictions for the last five (5) years in and outside of the candidate's country of residence

Annex - D - Security Requirement Check List (SRCL)

 Government of Canada / Gouvernement du Canada		<div>RECEIVED MAR 03 2016</div>	Contract Number / Numéro du contrat 16-108983 (LDN Catering)
Security Classification / Classification de sécurité			
SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)			
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine DFATD		2. Branch or Directorate / Direction générale ou Direction LONDON - CANADIAN HIGH COMMISSION	
3 a) Subcontract Number / Numéro du contrat de sous-traitance		3 b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail CATERING / HOSPITALITY / EVENT SERVICES FOR THE CANADIAN HIGH COMMISSION, LONDON			
5 a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
5 b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
6. Indicate the type of access required / Indiquer le type d'accès requis			
6 a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui (Specify the level of access using the chart in Question 7 c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7 c)			
6 b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui			
6 c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
7 a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
N/A Canada <input type="checkbox"/> NATO / OTAN <input type="checkbox"/> Foreign / Étranger <input type="checkbox"/>			
7 b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		Restricted to / Limité à <input type="checkbox"/>	
Restricted to / Limité à <input type="checkbox"/>		Restricted to / Limité à <input type="checkbox"/>	
Specify country(ies) / Préciser le(s) pays		Specify country(ies) / Préciser le(s) pays	
7 c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada

 Government of Canada / Gouvernement du Canada	Contract Number / Numéro du contrat
	Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No / Non ☐ Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10 a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10 b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No / Non ☐ Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No / Non ☐ Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11 a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui

11 b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No / Non ☐ Yes / Oui

PRODUCTION

11 c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No / Non ☐ Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11 d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui

11 e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No / Non ☐ Yes / Oui



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC			
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			TOP SECRET TRÈS SECRET
											A	B	C	
NIA														
Information / Assets Remarque: Informations / Biens														
Production														
IT Media / Support TI														
IT Link / Lien électronique														

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Appendix - 1 - Evaluation Criteria

The Technical and Management Evaluation Criteria will be provided as an Electronic Attachment to the Solicitation

HCC_Eval.docx

Appendix - 2 - Electronic Payment Instruments

Canada requests that Bidders complete option 1 or 2 below:

1. ☐ Electronic Payment Instruments will be accepted for payment of invoices.
The following Electronic Payment Instrument(s) are accepted:
☐ Direct Deposit (Domestic and International);
☐ Wire Transfer (International Only);
2. ☐ Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.