



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

Room 1650, 635 8th Ave. S.W.

Calgary

Alberta

T2P 3M3

Bid Fax: (403) 292-5786

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

Public Works and Government Services Canada/Travaux
publics et Services gouvernementaux Canada

Room 1650, 635 8th Ave. S.W.

Calgary

Alberta

T2P 3M3

Title - Sujet Catering Services	
Solicitation No. - N° de l'invitation W6704-17S135/A	Date 2018-02-22
Client Reference No. - N° de référence du client W6704-17S135	
GETS Reference No. - N° de référence de SEAG PW-\$CAL-141-6735	
File No. - N° de dossier CAL-7-40122 (141)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-04-04	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Major, Andrea	Buyer Id - Id de l'acheteur cal141
Telephone No. - N° de téléphone (403) 612-6224 ()	FAX No. - N° de FAX (403) 292-5786
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 4225 CROWCHILD TRAIL SW CALGARY Alberta T3E1T8 Canada	

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

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Solicitation No. - N° de l'invitation
W6704-17S135/A
Client Ref. No. - N° de réf. du client
W6704-17S135

Amd. No. - N° de la modif.
File No. - N° du dossier
Cal 7-40122

Buyer ID - Id de l'acheteur
cal141
CCC No./N° CCC - FMS No./N° VME

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PART 1 - 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, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and DND 626 Task Authorization Form and any other annexes.

1.2 Summary

For the provision of all food, material, equipment, labour, tools and supervision to provide catering services for Department of National Defence, South Alberta Light Horse Regiment located in Medicine Hat, Alberta on an as required basis during the period of the Contract.

The period of the contract is for one firm year and two option years (dates to be determined after contract award).

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)).

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - 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](https://buyandsell.gc.ca/policy-and-) (<https://buyandsell.gc.ca/policy-and->

guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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](#) (2017-04-27) 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:

2.2 Submission of Bids

Bids 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.

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.

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.

Former Public Servant in Receipt of a Pension

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.

Work Force Adjustment Directive

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 five (5) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered 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 Alberta.

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.

PART 3 - 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 (one hard copy)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the 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) 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) 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.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - 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 mandatory evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Bidders must meet all mandatory evaluation criteria included in Annex "C".

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a) The financial evaluation will be conducted by calculating the Total Bid Price using the Annex "B" – Basis of Payment to be completed by the bidders.
- b) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

c) In the case of a discrepancy the unit rate will apply and the extended total will be corrected by Canada.

4.1.2.2 Evaluation of Price

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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 Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

5.2 Certifications Precedent to Contract Award and Additional Information

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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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

6.1.2 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.

6.1.2.1 Task Authorization Process

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.

Task Authorization Process:

1. The Technical Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex "F".
2. 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 (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the technical authority, within five (5) 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.
4. The Contractor must not commence work until a TA authorized by the technical 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.

6.1.2.2 Task Authorization Limit

The technical authority may authorize individual task authorizations up to a limit of \$10,000.00.
Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the contracting authority before issuance.

6.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.1.2.4 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 or in Annex "G". 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 ten (10) calendar days after the end of the reporting period.

Reporting Requirement- Details

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

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

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.

6.1.2.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by DND, CFB Suffield. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

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

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from ____ (TBD) to ____ (TB) inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Andrea Major, Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch, Western Region
Directorate: Western
1650, 635 8th Avenue SW
Calgary, AB T2P 3M3

Telephone: 403-612-6224
Facsimile: 403-292-5786
E-mail address: andrea.major@pwgsc-tpsgc.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.

6.5.2 Project Authority

(TBD)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

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.

6.5.3 Contractor's Representative

(to be filled in by bidder)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

6.6 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.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) 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.

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

6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (TBD). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Method of Payment

SACC Manual clause [H1001C](#) (2008-05-12), Multiple Payments

6.7.4 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department

SACC Manual clause [C0705C](#) (2010-01-11), Discretionary Audit

SACC Manual clause [C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor

6.7.5 Electronic Payment of Invoices – Contract (TBD)

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.8 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.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2016-04-04), General Conditions – Higher Complexity – Services;
- (c) Annex "A", Statement of Work;

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- (d) Annex "B", Basis of Payment;
 - (e) Annex "C", Mandatory Requirements;
 - (f) Annex "D", DND Form 626, Task-Authorization Form;
 - (g) the signed Task Authorizations (including all of its annexes, if any);
 - (h) the Contractor's bid dated _____,

6.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor)

6.13 Insurance

SACC Manual clause [G1005C](#) (2016-01-28), Insurance

6.14 SACC Manual Clauses

SACC Manual clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations

ANNEX “A” - STATEMENT OF WORK

For the provision of all material, equipment, labour, tools and supervision to provide catering services for the South Alberta Light Horse Regiment at Medicine Hat, Alberta on an as required basis during the period of the Contract.

The Contractor must provide the following:

- A. Provide a catering service for personnel numbering between 12 to 150, in multiple locations on an as required basis. Although there may be a requirement for another location, most of the feeding will be at the Patterson Armoury for the South Alberta Light Horse Regiment at 120 Cuyler Rd in Medicine Hat, AB. On rare occasions, alternate delivery points within 50 km of Medicine Hat, Alberta may be required.
- B. All paper plates, plastic cutlery, napkins and condiments must be provided by the Contractor.
- C. Formal mess dinners (Served plated meals), which include: Five course meals including serving staff, linen, china and cutlery.
- D. Delivery, set-up and clean-up must be performed by the Contractor.
- F. All meals must be of nutritional value and in accordance with the menu selected in accordance with the Canada Food Guide.
- G. Contractor must ensure that all food preparation/cooking follows standardized recipes or equivalent, takes place as close as possible to actual time of consumption and that meals/box lunches are prepared from quality ingredients.
- H. The Contractor will be notified of rations requirements as soon as possible and no later than 48 hours prior to the requirement. Cancellations will be made at least 24 hours prior to the requirement.
- I. For each meal, menu items will be decided on by the Customer from the selections presented.

ANNEX "B" - BASIS OF PAYMENT

- 1) Rates quoted must include ALL relative costs associated with providing the service in accordance with the Statement of Work, Annex "A", contained herein and remain firm for the period of the Contract.
- 2) Applicable taxes will be added as a separate item on any invoice.
- 3) Meals listed below are examples. Meals must consist of one protein, one starch, and one vegetable and include salad, drinks and dessert.
- 4) The extended price for the breakfast menu, lunch menu and dinner menu items is to be calculated by multiplying the estimated annual quantity by each yearly unit price, then those totals summed together to for the extended price. $(A*B)+(A*C)+(A*D)=E$.
- 5) The extended price for the drinks shall be calculated $A+B+C+=D$.
- 6) The total evaluated bid price should be calculated by adding together all extended prices, indicated by yellow highlighted cells.

1. Breakfast Menu

	A	B	C	D	E
Item	Estimated Annual Quantity	Unit Price Year 1	Unit Price Option Year 1	Unit Price Option Year 2	Extended Price
Hot Breakfast	6620	\$_____/Meal	\$_____/Meal	\$_____/Meal	\$_____
Items A-D below are examples of hot breakfasts to be provided per the end user's request.					
A. Scrambled eggs; Bacon or Ham or Sausage; Hash browns, Toast with jam or muffin; coffee or tea; and juice					
B. Pancakes or French Toast; Bacon or Ham or Sausage; Hash browns, Toast with jam or muffin; coffee or tea; and juice					
C. Hot cereal; muffins or danish or croissant; fresh fruit cup; milk; juice; coffee or tea					
D. Omelet with choice of three of the following: ham, red/green peppers, onions, mushrooms, cheese and hash browns, muffin or Danish or croissant, coffee or tea and juice					

2. Lunch Menu

	A	B	C	D	E
Item	Estimated Annual Quantity	Unit Price Year 1	Unit Price Option Year 1	Unit Price Option Year 2	Extended Price
Hot Lunch	6620	\$_____/Meal	\$_____/Meal	\$_____/Meal	\$_____
Items A-K below are examples of hot lunches to be provided per the end user's request.					
A. Chicken cordon bleu; rice or potato; hot vegetable; salad; milk or juice; coffee or tea					
B. Chicken tetrazini; rice or noodles; hot vegetable; salad; milk or juice; coffee or tea					

C. Chicken stirfry; rice or noodles; hot vegetable; salad; milk or juice; coffee or tea
D. Roast chicken; rice or potato; hot vegetable; salad; milk or juice; coffee or tea
E. Italian lasagna (beef); hot vegetable; garlic bread; salad; milk or juice; coffee or tea
F. Beef stroganoff; rice or noodles; hot vegetable; salad; milk or juice; coffee or tea
G. Hot roast beef sandwich; rice or potato; hot vegetable; salad; milk or juice; coffee or tea
H. Stirfry beef; rice or noodles; hot vegetable; salad; milk or juice; coffee or tea
I. Fettuccine alfredo with chicken; hot vegetable; garlic bread; salad; milk or juice; coffee or tea
J. Chili in a bread bowl; rice or potato; hot vegetable; salad; milk or juice; coffee or tea
K. Breaded fish (cod or haddock); rice or potato; hot vegetable; salad; milk or juice; coffee or tea
All hot lunches are to include a bun with butter/margarine and dessert trays.
<i>Salad choices as follows: tossed salad, caesar salad, pasta salad, greek salad, potato salad or coleslaw.</i>
<i>Potato choices as follows: Mashed potatoes, roasted potatoes, boiled potatoes, scalloped potatoes.</i>
<i>Choice of two desserts to be available: assorted finger pastries, fruit pies, puddings, doughnuts, mixed fresh fruit, cakes.</i>

	A	B	C	D	E
Item	Estimated Annual Quantity	Unit Price Year 1	Unit Price Option Year 1	Unit Price Option Year 2	Extended Price
Classic Lunch	3310	\$_____/Meal	\$_____/Meal	\$_____/Meal	\$_____
Items A-C below are examples of classic lunches to be provided per the end user's request.					
A. Soup or salad; sandwich; dessert; milk or juice; coffee or tea					
B. Soup or salad; quiche (vegetable or ham and cheese); dessert; milk or juice; coffee or tea					
C. Soup or salad; tourtiere; dessert; milk or juice; coffee or tea					

	A	B	C	D	E
Item	Estimated Annual Quantity	Unit Price Year 1	Unit Price Option Year 1	Unit Price Option Year 2	Extended Price
Box Lunch	3310	\$_____/Meal	\$_____/Meal	\$_____/Meal	\$_____
Items A-C below are examples of classic lunches to be provided per the end user's request.					
A. Sandwich; fruit; dessert; cheese and crackers; salad or vegetable with dip; juice and milk					
B. Sandwich; fruit; chocolate or nutrigain bar; cheese and crackers; salad or vegetable with dip; juice and milk					
C. Sandwich; fruit; chips; cheese and crackers; salad or vegetable with dip; juice and milk					
<i>All box lunches must come in separate containers (preferably a cardboard box) with condiments, napkins and utensils.</i>					
<i>Sandwiches to include a deli meat (roast beef, turkey, ham, kolbassa, summer sausage), cheese slices and lettuce.</i>					

3. Dinner Menu

	A	B	C	D	E
Item	Estimated Annual Quantity	Unit Price Year 1	Unit Price Option Year 1	Unit Price Option Year 2	Extended Price
Buffet Dinner	6620	\$_____/Meal	\$_____/Meal	\$_____/Meal	\$_____
Items A-K below are examples of hot lunches to be provided per the end user's request.					
A. Chicken cordon bleu; rice or potato; hot vegetable; salad; milk or juice; coffee or tea					
B. Chicken tetrazini; rice or noodles; hot vegetable; salad; milk or juice; coffee or tea					
C. Chicken stirfry; rice or noodles; hot vegetable; salad; milk or juice; coffee or tea					
D. Roast chicken; rice or potato; hot vegetable; salad; milk or juice; coffee or tea					
E. Italian lasagna (beef); hot vegetable; garlic bread; salad; milk or juice; coffee or tea					
F. Beef stroganoff; rice or noodles; hot vegetable; salad; milk or juice; coffee or tea					
G. Hot roast beef sandwich; rice or potato; hot vegetable; salad; milk or juice; coffee or tea					
H. Stirfry beef; rice or noodles; hot vegetable; salad; milk or juice; coffee or tea					
I. Fettuccine alfredo with chicken; hot vegetable; garlic bread; salad; milk or juice; coffee or tea					
J. Chili in a bread bowl; rice or potato; hot vegetable; salad; milk or juice; coffee or tea					
K. Breaded fish (cod or haddock); rice or potato; hot vegetable; salad; milk or juice; coffee or tea					
<i>All dinners are to include a bun with butter/margarine and dessert trays.</i>					
<i>Salad choices as follows: tossed salad, caesar salad, pasta salad, greek salad, potato salad or coleslaw.</i>					
<i>Potato choices as follows: Mashed potatoes, roasted potatoes, boiled potatoes, scalloped potatoes.</i>					
<i>Choice of two desserts to be available: assorted finger pastries, fruit pies, puddings, doughnuts, mixed fresh fruit, cakes.</i>					

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4. Beverages

	A	B	C	D
Based on individual portions	Unit Price Year 1	Unit Price Option Year 1	Unit Price Option Year 2	Extended Price
A. Coffee/tea with meals/tray	\$_____/Cup	\$_____/Cup	\$_____/Cup	\$_____
B. Milk with meals/tray	\$_____/Glass	\$_____/Glass	\$_____/Glass	\$_____
C. Juice with meals/tray	\$_____/Ea	\$_____/Ea	\$_____/Ea	\$_____
D. Soft Drink with meals/tray	\$_____/Ea	\$_____/Ea	\$_____/Ea	\$_____
E. Bottled Water with meals/tray	\$_____/Ea	\$_____/Ea	\$_____/Ea	\$_____

Total evaluated bid price (sum of all extended prices, indicated by yellow cells) \$_____

ANNEX “C” - MANDATORY REQUIREMENTS AND POINT-RATED CRITERIA

Mandatory Criteria

The mandatory requirements are listed below; they must all be met or exceeded in order for an offer to be compliant.

If available, the Offeror should include supporting information with their bid and make reference in the table below as to where the supporting information can be found in the offer package.

Should the Offeror not provide supporting information with their offer, it may be requested for clarification. No additional information will be requested or accepted.

Failure to provide the requested supporting information within two (2) business days of request will render the bid **non-responsive** with no further consideration given.

Offerors MUST fill out the column indicating compliance or non-compliance for each requirement. Failure to complete this column at time of offer submission will result in your offer being deemed non-responsive.

Item	Specifications	Meets	Does not meet	Supporting Information
1	Bidder must currently be in the catering business. Submission of a resume or company profile should be included to support this requirement. Bidders are requested to outline their ability to prepare a variety of menus for breakfast, lunch and supper, and that they can provide this service for up to 90 people daily for up to 45 days consecutively.			Please attach resume, written narrative or company profile.
2	The Contractor must prepare food from a Health Department inspected premises and provide Proof of Inspection			Please include copy of proof of inspection.

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ANNEX “D” - DND 626 TASK AUTHORIZATION FORM

(attached below)

DND 626 (01-05)

Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédié à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

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ANNEX “E” to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)