



REQUEST FOR PROPOSAL (RFP)

Subject: Provision of Catering and Cafeteria Services at the Government Conference Centre (GCC) and the Rideau Committee Rooms (RCR)

For further details, please refer to the Statement of Work attached as **Annex A** of this document.

Issue Date: July 24, 2018	Closing Date and Time: August 23, 2018 @ 11:00am EST	RFP No: SEN-005 18/19
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SENATE INFORMATION

Delivery address by mail: The Senate of Canada Finance and Procurement Directorate 40 Elgin Street, 11 th Floor Ottawa, ON K1A 0A4 Attn: Jacques Gravel		PLEASE MARK ALL CORRESPONDANCE AND ENVELOPES WITH THE RFP NUMBER INDICATED ABOVE. ELECTRONIC BIDS WILL NOT BE ACCEPTED.
Contact: Jacques Gravel Contracting Officer	Telephone no: 613-947-1932 E-mail: <u>Proc-</u> <u>Appr@sen.parl.gc.ca</u>	

BIDDER SIGNATURE BLOCK

The Bidder offers and agrees to provide the Senate of Canada, upon the terms and conditions set out herein, including attachments to this document, the goods or services listed herein and on any attachment at the price(s) set out therefore.

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

Name of Firm:			
Name of Representative:			
Authorized Signature:		Date:	
Position Title:			
Email Address:			
Telephone Number:		Fax Number:	
GST Registration or Business Number:			

Table of Contents

PART 1 - GENERAL INFORMATION

1. *Introduction*
2. *Summary*
3. *Debriefings*
4. *Insurance Requirements*

PART 2 - BIDDER INSTRUCTIONS

1. *Prelude*
2. *Signature Requirement*
3. *Irrevocable Proposals*
4. *Cost Related to the Preparation of Proposal*
5. *Joint Venture*
6. *Inquiries and Communications*
7. *Provision of False or Incorrect Information*
8. *Delayed Bids*
9. *Price Justification*
10. *Conflict of Interest – Unfair Advantage*
11. *Funding Approvals*
12. *Applicable Laws*

PART 3 - BID PREPARATION INSTRUCTIONS

1. *Bid Preparation Instructions*

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. *Evaluation Procedures*
2. *Mandatory Criteria*
3. *Rated Evaluation Criteria*
4. *Bidders Cost Proposal*
5. *Financial Evaluation*
6. *Basis of Selection*

PART 5 - CERTIFICATIONS

1. *Mandatory Certifications Required With Bid*

PART 6 - RESULTING CONTRACT CLAUSES

1. *Appropriate Law*

2. *Interpretation*
3. *Assignment*
4. *Period of the Contract*
5. *Delivery Date*
6. *Option to Extend the Contract*
7. *Security Accreditation Check*
8. *Contracting Authority*
9. *Project Authority*
10. *Contractor's Representative (To complete with bid)*
11. *Time is of the Essence*
12. *Indemnity Against Claims*
13. *Right to Inspection*
14. *Termination of Agreement*
15. *Warranties*
16. *Records to be kept by the Contractor*
17. *Confidentiality*
18. *Rules and Regulations*
19. *Miscellaneous Restrictions*
20. *Performance*
21. *Subcontracts*
22. *Replacement of Specific Individuals*
23. *Amendment to the Agreement*
24. *Ownership of Intellectual and Other Property Including Copyrights*
25. *Conflict of Interest*
26. *Discrimination and Harassment in the Workplace*
27. *Health and Safety*
28. *Payment*
29. *Sales Tax*
30. *Invoicing Instructions*
31. *Task Authorization(s)*

- 32. *Financial Responsibility*
- 33. *Interest on Overdue Accounts*
- 34. *Advertisement*
- 35. *Entire Agreement*
- 36. *Priority of Documents*
- 37. *Insurance Requirements*
- 38. *Accounting Reports*

ANNEX A

ANNEX B

ANNEX C

ANNEX D

ANNEX E

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six 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: includes the certifications to be provided; and
- 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, Estimated Service Requirements, Insurance Requirements and List of Equipment and Room Dimensions.

2. Summary

The Senate of Canada (Senate) is seeking to establish a contract for the provision of catering, cafeteria and (optional) vending machine services in the Government Conference Centre (GCC) and Rideau Committee Rooms (RCR), as defined in Annex A, Statement of Work, for five (5) years from the date of contract award signed by both parties plus five (5) additional one-year irrevocable options allowing the Senate to extend the term of the contract.

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 five (5) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

4. Insurance Requirements

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

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 2 - BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate of Canada invites the submission of proposals for the provision of goods and services as described in this document and in accordance with the stated mandatory requirements set forth in this Request for Proposals (RFP).
- II. "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

2. Signature Requirement

- I. The Chief Executive Officer or a designate that has been authorized to commit the Contractor to contracts must sign the RFP.
- II. Failure to sign the cover page will result in the disqualification of the proposal.

3. Irrevocable Proposals

- I. Bids will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation.
- II. The Senate of Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate of Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

4. Cost Related to the Preparation of Proposal

- I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a proposal in response to this RFP.

5. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a) the name of each member of the joint venture;
 - b) the Procurement Business Number of each member of the joint venture;
 - c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d) the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

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

6. Inquiries and Communications

- I. The contact person for all inquiries and other communications in regard to this RFP is stated on the cover page of this document. Any communication or inquiries must be directed ONLY to this person. Non-compliance with this condition for that reason alone will result in the disqualification of Bidder's proposal. Answers to all questions shall be communicated in writing via Government Electronic Tendering Service Ten (GETS).
- II. It is the responsibility of the Bidder to ensure that proposals are clear and complete. The Senate of Canada reserves the right to contact any Bidder during the evaluation of proposals to obtain clarifications.
- III. All enquiries regarding this RFP must be received by e-mail at Proc-Appr@sen.parl.gc.ca by the Contract Authority, at least five (5) working days before the closing date.
- IV. To ensure the equality of information among bidders, answers to enquiries which are relevant to the quality of proposals will be posted on GETS, without revealing the sources of the inquiry.

7. Provision of False or Incorrect Information

- I. The Senate of Canada will reject any proposals found to contain false, incorrect or misleading information. It is the responsibility of the Bidder to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Senate of Canada may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

8. Delayed Bids

- I. A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to The Senate of Canada are:

- a. a CPC cancellation date stamp; or
- b. a CPC Priority Courier bill of lading; or
- c. a CPC Xpresspost label

that clearly indicates that the bid was mailed before the bid closing date.

- II. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by the Senate.

- III. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

9. Price Justification

- I. In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on the Senate of Canada's request, one or more of the following price justification:
 - a. a current published price list indicating the percentage discount available to the Senate; or
 - b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
 - c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
 - d. price or rate certifications; or
 - e. any other supporting documentation as requested by the Senate.

10. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate of Canada may reject a bid in the following circumstances:
 - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in the Senate's opinion, give or appear to give the Bidder an unfair advantage.
- II. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods and services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- III. Where the Senate intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

11. Funding Approvals

- I. Bidders should note that all contract awards are subject to the Senate of Canada's internal approvals process which includes the requirement of obtaining internal approvals should funding requirements exceed internal budgets for any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Senate of Canada's internal policies. In this case, if approval is not granted, a contract cannot be awarded.

12. Applicable Laws

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (4 hard copies and 1 soft copy on USB)

Section II: Financial Bid (1 hard copies)

Section III: Certification (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Bidders who provide financial information in the technical proposal will be disqualified.

The Senate 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.

Bidders must quote the RFP number, as part of the address information on the mailing label, bill of lading, or be visible on the outside of the mailing package.

Bidders are encouraged to:

- a) 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
- 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.

Section I: Technical Bid

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

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

II. Sample Menus - Food Costs Element (Applicable to Tables A to H only in Annex B – Basis of Payment)

Food dishes specifically named in the sample menus of the financial proposal template are strictly for the purpose of establishing context. Bidders must honour the pricing submitted by category of dish in any resulting contract.

In the column labelled Food Costs, bidder must, for each applicable line, enter a dollar value which includes the total food or beverage cost per serving. This value must include the cost of all permanent ware and disposables.

Food prices will be valid for a period of one year and renegotiated every year afterwards.

III. Sample Menus - Labour Costs Element (Applicable to Tables A to H only in Annex B – Basis of Payment)

For each Position named in each Sample Event, the bidder must enter a value for hours. These values must be representative of Bidder's best estimate of the personnel required to fulfill the Sample Events. This value is estimative and does not constitute a fixed commitment.

If the Bidder determines that a position is not relevant to the Event Scenario, it is permitted to enter an hours value of "0" (zero) for this Position.

For each Position named in each Sample Event, the Bidder must enter a dollar value for Hourly Rate. Hourly rates for identical Positions must all be the same. In the event they are different, the lowest of the proposed Hourly rates for the named Position will be established as the Bidder's hourly Rate for all Positions that bear the same name in the Financial Proposal and must be honored in any resulting contract.

Section III: Certification

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

Section IV: Estimated Service Requirements

See Annex C for estimated service requirements.

Section V: Food Tasting Presentation

The Senate may administer a food tasting presentation. If a presentation is administered, the following will apply:

- I. The top 3 highest combined rating of Technical Merit and Price bid will be evaluated and scored based on a food tasting presentation held at the Senate. The top three bidders will be notified one week before the food tasting presentation.
- II. The Bidder's resources must present food and beverages which relate directly to their catering and cafeteria proposal and which represents the type and quality of food to be offered at the Senate. Bidders will be allotted a 30 minute set-up time plus maximum one (1) hour for presentation. The proposed Account Manager for the Senate must be in attendance. The food tasting presentation will be a sit down tasting of items pre-identified by the Senate. The Chef in attendance must be the proposed resource within the Bidder's technical bid. Bidders will be limited to one chef and one assistant/server for the presentation.

- III. The Senate will prepare a food tasting evaluation form to be used for the evaluation purposes which will be distributed to Bidders in advance of the presentation and will include such factors as: quality, temperature, plating, balance, appearance/colour, garnish, doneness, flavour, seasoning, texture, etc.
- IV. Additional information will be provided to qualified bidders only.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- II. An evaluation team composed of representatives of the Senate of Canada will evaluate the bids.
- III. The following is the proposed format for the Bidder's Technical Proposal. It is mandatory that the information listed in the proposed index be included in the Bidder's Technical Proposal and that it **must** appear on the **first** page of the bid.

Description	Page no.
<p><u>Mandatory Requirements:</u></p> <p>Bidder's Index</p> <p>2.1 M1</p> <p>2.1 M2</p> <p>2.1 M3</p> <p>2.1 M4</p> <p>2.1 M5</p> <p>2.1 M6</p> <p><u>Rated Criteria</u></p> <p>3.2 R1</p> <p>3.2 R2</p> <p>3.2 R3</p> <p>3.2 R4</p> <p>3.2 R5</p> <p><u>Financial Proposal</u></p> <p>Annex B - Basis of Payment</p> <p><u>Bidder's Detailed Proposal</u></p> <p>Executive Summary</p>	

2. Mandatory Criteria

- I. Bidders must ensure full compliance with the mandatory requirements to be considered responsive.
- II. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with mandatory requirements. Documentation must be provided in support of claims of compliance to mandatory criteria.
- III. Ensure that the page and paragraph number in the Bidders' Technical Proposal is indicated in the column entitled "Page no." for all information included.
- IV. **Failure to clearly demonstrate full compliance or provide supporting documentation will result in the bid being found non-compliant.**
- V. For bids presented as joint ventures, Bidders must demonstrate that all parties meet the Mandatory Criteria. Where evaluation of years of experience is required, years of experience will be calculated for individually for EACH of the parties of the joint venture, not cumulatively.
- VI. Bidders MUST meet all the mandatory requirements of the RFP. No further consideration will be given to bidders not meeting all the mandatory criteria.

The mandatory criteria are:

Mandatory Criteria	Met / Not Met
<p>M1.</p> <p>Bidders must demonstrate that they have, at a minimum, five (5) years of experience within the last eight (8) years, providing food services of similar size and scope to the requirement detailed in Annex A - Statement of Work, in the National Capital Region.</p> <p>Each project of a similar size and scope is defined as follows:</p> <ol style="list-style-type: none"> a) high-profile and high-quality food catering and cafeteria services; b) government (public) or private-sector client; and c) delivered within the National Capital Region. <p>To demonstrate this experience, the Bidder must, at a minimum, provide the following information:</p> <ol style="list-style-type: none"> a) the date of registration or incorporation; and b) a list of companies or clients (minimum of five (5)) for which services have been provided within the past eight (8) years. 	
<p>M2.</p> <p>Bidders must demonstrate that they have the capacity to receive communications and requests, via email and telephone, during the business hours of 9 a.m. to 5 p.m., Monday to Friday.</p> <p>To demonstrate this capacity, the Bidder must, at a minimum, provide the following information:</p> <ol style="list-style-type: none"> a) normal hours of operation; b) methods of communication; and c) identification and availability of a primary and secondary contact. 	

Mandatory Criteria	Met / Not Met
<p>M3.</p> <p>It shall be the sole responsibility of the Contractor to procure and maintain all necessary licenses and permits at their cost, including all business licenses, alcoholic beverage licenses, health permits, as may be required by municipal, provincial and federal law.</p> <p>The Bidder must also demonstrate that all municipal, provincial and federal health and safety laws and regulations are followed in daily operations.</p> <p>To demonstrate this capacity, the Bidder must provide the most recent proof of all required licenses and proof of compliance with municipal, provincial and federal health and safety laws and regulations.</p>	
<p>M4.</p> <p>The Bidder must designate Personnel who will be assigned to this contract as follows:</p> <ul style="list-style-type: none"> a) Chef: The chef must have a minimum of five (5) years of experience in providing professional cooking services of similar size and scope to the requirement and quality listed in Annex A – Statement of Work and a recognized professional culinary designation. b) Account manager: The account manager must be fluently bilingual and have experience acting as the principal manager for a client similar to the Senate and for the provision of food services of similar size and scope to the requirement and quality listed in Annex A – Statement of Work. c) Cafeteria worker(s): All cafeteria workers must be fluently bilingual with experience in providing food provision services to customers of similar nature to those listed in Annex A – Statement of Work. d) Wait staff: All wait staff must be fluently bilingual with experience in providing food provision services to customers of similar nature to those listed in Annex A – Statement of Work. In the case of special events, the Contractor may be required to hire a fluently bilingual bartender with all necessary certifications. <p>To demonstrate this experience, the Bidder must, at a minimum, provide the following information for all proposed designated personnel:</p> <ul style="list-style-type: none"> a) employees' curricula vitae; b) contact information for the account manager position (including valid telephone number and email address); and c) references for the account manager position (including valid telephone number and email address). The Senate reserves the right to contact the account manager's references. 	

Mandatory Criteria	Met / Not Met
<p>M5.</p> <p>The Bidder must provide the following:</p> <ol style="list-style-type: none"> 1. A complete cafeteria menu of food and beverages to be offered at the Government Conference Centre GCC and the Rideau Committee Rooms RCR (see Annex A – Statement of Work for additional information). 2. A complete catering menu of food and beverages to be offered at the GCC and the RCR (see Annex A – Statement of Work for additional information), including: <ol style="list-style-type: none"> a. breakfast (hot and continental style) b. morning and afternoon snacks c. lunch (hot and cold buffet) d. dinner service (banquet and buffet) e. special events (any of the above as requested) 	
<p>M6</p> <p>The Bidder should demonstrate how it will handle the logistical requirements for the provision of food, catering and (optional) vending machine services at the GCC and the RCR.</p> <p>To demonstrate this ability, the Bidder's response should include a strategy to provide the following:</p> <ol style="list-style-type: none"> 1. Delivery, set-up and clean-up for all requested catering and food provision services. 2. All plates, glassware, cutlery, napkins, linens, warming trays and condiments as may be required by the number of meals requested for catering services. No paper plates or napkins or plastic cutlery are to be provided. 3. Meals and food provision services prepared following standardized recipes, as close as possible to actual time of consumption and using quality ingredients. 4. Catering services upon notification of 48 hours prior to the requirement, with cancellations made at least 24 hours prior to the requirement. 	

3. Rated Evaluation Criteria

- I. Proposals that do not clearly meet all the mandatory requirements set forth in this RFP and do not attain a minimum of 70% for the requirements which are subject to the evaluation criteria point rating will be disqualified.
- II. Price is only one criterion in the evaluation of proposals. The Senate of Canada is seeking best overall value and will evaluate proposals on a point rating system based on evaluation criteria and assigned weight factors.
- II. Bidders must include all information relating to the criteria in the Bidder's Technical Proposal. All information contained within the Bidder's Technical Proposal must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the proposal.
- III. Bidder's Technical Proposal must begin with an index that indicates the location of the information relevant to the mandatory requirements and the evaluation criteria. A Bidder's Technical Proposal is incomplete without a Bidder's index. Failure to clearly indicate the location of information in the

Technical Proposal may result in the disqualification of the proposal. A proposed Bidder's index has been included at Article 1 of this document.

IV. Each Evaluation Criteria is scored on an identified points system that is then multiplied by the Weight Factor indicated, as applicable.

The rated evaluation criteria are:

Rated Criteria	Maximum Points	Proposal Page Reference
<p>R1</p> <p>The Bidder shall demonstrate that it has experience providing food, catering and (optional) vending machine services for private- or public-sector clients in the National Capital Region.</p> <p>This experience should include providing services for catering professional meetings of up to 50 people and food provision services for “grab and go” style cafeterias.</p> <p>To demonstrate this experience, the Bidder shall, at a minimum, provide the following information for each demonstrated client:</p> <ul style="list-style-type: none"> a) client name; b) start and end date (or ongoing) for the provision of services to the client; c) description of services provided to the client (catering, food provision and (optional) vending machine services, including average number of attendees); and d) valid client reference details (including contact name, title, phone number and email address). The Senate reserves the right to contact the clients provided. <p>Scoring</p> <p>0-3 points: The Bidder's response to this criterion does not adequately reflect that it has provided services as stipulated in Annex A – Statement of Work to more than five (5) clients in the National Capital Region.</p> <p>4-7 points: The Bidder's response to this criterion is only partially satisfactory, as it only partially reflects that the Bidder has provided some services as stipulated in Annex A – Statement of Work to five (5) clients in the National Capital Region.</p> <p>8-11 points: The Bidder's response to this criterion is satisfactory, as it provides sufficient information to reflect that it</p>	<p>15</p>	

Rated Criteria	Maximum Points	Proposal Page Reference
<p>has provided services as stipulated in Annex A – Statement of Work to five (5) or more clients in the National Capital Region.</p> <p>12-15 points: The Bidder’s response to this criterion is complete and thorough, as it provides in-depth information to reflect that it has provided services as stipulated in Annex A – Statement of Work to five (5) or more clients in the National Capital Region.</p>		
<p>R2</p> <p>The Bidder shall demonstrate its ability to provide a wide variety of high-quality, nutritious meals prepared using quality ingredients in accordance with the most recent Health Canada nutritional food standards and considering dietary requirements and restrictions, including but not limited to vegetarian, vegan, gluten-free, kosher and halal options, etc. The Bidder is encouraged to highlight Canadian ingredients.</p> <p>To demonstrate this ability, the Bidder shall, at a minimum, provide the following information:</p> <ul style="list-style-type: none"> a) Menu options for catering caucus/committee meetings <ul style="list-style-type: none"> • breakfast (hot and continental style) • morning and afternoon snacks • lunch (hot and cold buffet) • dinner service (banquet and buffet) • special events (any of the above as requested) b) Food services options for the cafeteria <ul style="list-style-type: none"> • hot and cold food • prepared lunches/dinners for rethermalization c) Optional: itemized list of food options in vending machines <p>Scoring</p> <p>0-10 points: The Bidder’s response to this criterion does not adequately describe the catering and cafeteria options available. The menu options and food provision services described do not meet the requirements stipulated in Annex A – Statement of Work.</p> <p>11-20 points: The Bidder’s response to this criterion is only partially satisfactory, as it lacks in-depth information as to the menu options and food provisions services available. The menu options and food provision services described only partially</p>	<p>60</p>	

Rated Criteria	Maximum Points	Proposal Page Reference
<p>meet the requirements stipulated in Annex A – Statement of Work.</p> <p>21-40 points: The Bidder’s response to this criterion is satisfactory, as it provides sufficient information as to the menu options and food provision services available. The menu options and food provision services described mostly meet the requirements stipulated in Annex A – Statement of Work.</p> <p>41-60 points: The Bidder’s response to this criterion is complete and thorough, as it provides in-depth information on the menu options and food provision services available, which clearly demonstrates that the Bidder will be able to meet the requirements stipulated in the above evaluation criteria and in Annex A – Statement of Work.</p>		
<p>R3</p> <p>The Bidder shall demonstrate its ability to provide a wide variety of high-quality meals and food options prepared by talented and experienced employees, overseen by a chef who must have a minimum of five (5) years of experience in providing professional cooking services of similar size and scope to the requirement in Annex A, Statement of Work.</p> <p>To demonstrate this ability, the Bidder shall provide the following information for the chef assigned to this contract:</p> <ul style="list-style-type: none"> a) name; b) years of experience; c) detailed curriculum vitae; and d) copy of professional culinary designation. <p>Scoring</p> <p>0-3 points: The Bidder’s response to this criterion does not adequately reflect that its chef has sufficient experience, training and certifications required to provide services of a similar scope to clients of a similar nature as stipulated in Annex A – Statement of Work.</p> <p>4-7 points: The Bidder’s response to this criterion is only partially satisfactory, as it only partially reflects that its chef has</p>	<p>15</p>	

Rated Criteria	Maximum Points	Proposal Page Reference
<p>sufficient experience, training and certifications required to provide services of a similar scope to clients of a similar nature as stipulated in Annex A – Statement of Work.</p> <p>8-11 points: The Bidder's response to this criterion is satisfactory, as it reflects that its chef has sufficient experience, training and certifications required to provide services of a similar scope to clients of a similar nature as stipulated in Annex A – Statement of Work.</p> <p>12-15 points: The Bidder's response to this criterion is complete and thorough, as it provides in-depth information to reflect that its chef has superior experience, training and certifications required to provide services of a similar scope to clients of a similar nature as stipulated in Annex A – Statement of Work.</p>		
<p>R4</p> <p>The Bidder shall demonstrate its ability to execute the strategy presented under Mandatory Criteria 6 (4.), with regards to the notification requirements for catering services provision.</p> <p>Scoring</p> <p>0 points: The Bidder's strategy can accommodate catering services requests made with no less than 48 hours' notice.</p> <p>2 points: The Bidder's strategy can accommodate catering services requests made with less than 48 hours' notice but more than 24 hours.</p> <p>5 points: The Bidder's strategy can accommodate catering services requests made with less than 24 hours' notice, with as little as 4 hours' notice.</p>	5	
<p>R5</p> <p>The Bidder shall demonstrate the environmental initiatives it has implemented as part of everyday business operations.</p> <p>0 points: No description is provided OR the description provided does not demonstrate that the Bidder has implemented a corporate environmental initiative.</p> <p>1 point: The description does not clearly demonstrate that the Bidder has implemented a corporate environmental initiative.</p>	5	

Rated Criteria	Maximum Points	Proposal Page Reference
<p>Clarification is required.</p> <p>2 points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to, ONE of the following: use of energy-efficient lighting, participation in a recycling program, promotion of carpooling, electrical delivery vehicles or other similar initiatives.</p> <p>3 points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to, TWO of the following: use of energy-efficient lighting, participation in a recycling program, promotion of carpooling, electrical delivery vehicles or other similar initiatives.</p> <p>5 points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative AND the description demonstrates that the Bidder holds a third-party certification such as ISO 14001, EcoLogo, EnergyStart, Green Seal, Energuide, or other verifiable certification. To obtain maximum points, a copy of the certification <u>must</u> accompany the bid.</p>		
TOTAL	100	

4. Bidders Cost Proposal

- I. Pricing shall include all requirements as set forth in the RFP.
- II. Pricing shall be submitted in a separate document clearly labelled “Cost Proposal” along with the Bidders company name. No financial information may appear in the technical proposal.

5. Financial Evaluation

- I. The price of the bid shall be evaluated in Canadian dollars, GST or HST excluded, FOB destination, Canadian customs duties and excise taxes included.
- II. For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Annex B, Basis of Payment.
- III. Any estimated level of services specified in the pricing schedule detailed in Annex B – Basis of Payment is provided for bids evaluated price determination purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee. Travel, material and number of days (or level of effort) are provided as estimates only, and must not be construed as a commitment by the Senate to respect those estimated in any resulting Contract.
- IV. There are two financial evaluation methods possible for this requirement. Method 1 will be used if 4 or more bids are determined to be technically responsive, and Method 2 will be used if fewer than 4 bids are determined to be technically responsive.

- (a) **Method 1:** The following financial evaluation method will be used if 4 or more bids are determined to be technically responsive:

(i) Establishing the lower and upper median bands: The Contracting authority will establish the median band limits based on the firm prices proposed by the technically responsive bids. The medium will be calculated using the median function in Microsoft Excel and will represent a range that encompasses the lower median rate to a value of minus (-) 10% of the median, and an upper median rate to a value of plus (+) 20% of the median.

(ii) If a bid grand total price is either lower than the established lower median band limit or higher than the established median band limit, the Bidder will be declared non-responsive.

(iii) Bids with grand total price within the established median band limits will be evaluated as per section 7, Basis of Selection.

- (b) **Method 2:** If fewer than 4 bids are determined to be technically responsive, they will be evaluated as per section 7, Basis of Selection.

- V. Total Labour Costs calculation methodology (Applicable to Tables A to H in Annex B Basis of Payment)

In order to allow for a fair and transparent evaluation, the fields in the Financial Proposal Template labelled hours and Labour Costs will be calculated as follows:

Hours proposed by all technically responsive Bidders will be tallied and averaged by Position name for each of the Sample Events.

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

Example:

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

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

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

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

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

- V. Total Food Costs calculation methodology (Applicable to Tables A to H in Annex B Basis of Payment)
Total food costs will be directly derived from adding all the Food Cost subtotals.

- VI. Total Evaluated Price calculation methodology (Applicable to Tables A to H in Annex B Basis of Payment)

The Total Evaluated Price of each Table will be the Total Labour Costs added to the Total Food Costs.

- VII. Grand Total Evaluated Price calculation methodology (Applicable to Tables A to H in Annex B Basis of Payment)

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

6. Food Tasting Presentation (if applicable)

The top 3 highest combined rating of Technical Merit and Price bid will be evaluated and scored based on a food tasting presentation held at the Senate. The top three bidders will be notified one week before the food tasting presentation.

The Senate will prepare a food tasting evaluation form to be used for the evaluation purposes which will be distributed to Bidders in advance of the presentation and will include such factors as: quality, temperature, plating, balance, appearance/colour, garnish, doneness, flavour, seasoning, texture, etc. Bidders must achieve an overall minimum score of 70%. Bids that do not meet this requirement will be declared non-responsive.

Additional information will be provided to qualified bidders only.

7. Basis of Selection

Highest Combined Rating of Technical Merit (70) % and Price (30) %

To be declared responsive, a bid must:

- (a) Comply with all the requirements of the bid solicitation;
- (b) Meet all the mandatory evaluation criteria; and
- (c) Obtain the required minimum number of points specified in the point rated technical criteria.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PS_i = LP / P_i \times 30$. P_i is the evaluated price (P) of each responsive bid (i).

A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 70$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1, determined as follows: total number of points obtained / maximum number of points available.

The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.

- (d) If a food tasting presentation is not administered, the responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria will be recommended for award of a contract.
- (e) If a food tasting presentation is administered, the responsive bid with the highest score on the food tasting presentation will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. The Senate of Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

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

1. Mandatory Certifications Required With Bid

1.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by the Senate of Canada's representatives and at the time specified in the bid solicitation or agreed to with the Senate's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to the Senate. 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.

1.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Appropriate Law

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

2. Interpretation

- I. "The Agreement" means the particular agreement or content of which, in each specific case, these general conditions are made a part.
- II. "The Contract" includes the agreement, these general terms and conditions and any supplementary conditions, specifications, labour conditions, schedules and any other documents referred to in the agreement as constituting the contract.
- III. "Supplementary Conditions" means any other general conditions forming part of the contract.
- IV. "Work" means the whole of the work, services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all goods to be delivered.
- V. "Contract Price" means the amount expressed in the contract to be payable to the Contractor for the finished work.

3. Assignment

- I. The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Senate of Canada and any assignment made without that consent is void and of no effect.
- II. No assignment of the contract shall relieve the Contractor from obligations under the contract or impose any liability upon the Senate of Canada.

4. Period of the Contract

- I. The period of providing catering, cafeteria and (optional) vending machine services against the contract is five (5) years from Contract Award, plus five (1) one-year irrevocable options allowing the Senate to extend the term of the contract.

5. Delivery Date

- I. All the deliverables must be received as per Annex A – Statement of Work. The Contractor must be prepared to offer the goods and/or services described in Annex A – Statement of Work as of January 1, 2019.

6. Option to Extend the Contract

- I. The Contractor grants to the Senate of Canada the irrevocable option to extend the term of the Contract by up to five (5) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

- II. The Senate of Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (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. Security Accreditation Check

- I. The Contractor, in accordance with the Senate's security requirements, will be responsible for a Senate security clearance check which must be conducted on all outside service providers who will carry on business in the Senate. The Contractor is responsible to ensure that its employees, assigned to this contract, are security cleared otherwise these individuals will be denied access.
- II. Prior to award of contract, the Contractor must contact the Senate Corporate Security Directorate at 613-995-3838 or submit the completed form(s) to:

Senate of Canada
Corporate Security Directorate
214 – 56 Sparks Street
Ottawa, Ontario K1A 0A4
Fax number: 613-943-0032

Email: SenAccreditationIdentification@sen.parl.gc.ca

8. Contracting Authority

The Contracting Authority for the Contract is:

Name: Jacques Gravel
Title: Contracting Officer
Directorate: Property & Services Directorate
Address: 40 Elgin St, Ottawa ON
Telephone: 613-947-1932
Facsimile: 613-947-1943
E-mail address: Proc-Appr@sen.parl.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.

9. Project Authority

The Project Authority for the Contract is:

TBA at contract award

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.

10. Contractor's Representative (To complete with bid)

Primary Contact:

Name: _____
Title: _____
Phone: _____
Fax: _____

Secondary Contact:

Name: _____
Title: _____
Phone: _____
Fax: _____

11. Time is of the Essence

- I. Time is of the essence in this contract. It is essential that the Work be performed within or at the time stated in the Contract.
- II. Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by events beyond the Contractor's control must be reported in writing to the Senate of Canada. This notice shall state the cause and circumstances of the delay. Furthermore, when requested to do so, the Contractor shall deliver, in a form satisfactory to the Senate of Canada, a "work around plan" including alternative sources and any other means that the Contractor will utilize to overcome the delay.
- III. Unless the Contractor complies with the notice requirements set forth in the contract, any delays that would constitute an excusable delay shall be deemed not to be an excusable delay.
- IV. Notwithstanding that the Contractor has complied with the notice requirements, the Senate of Canada may exercise any right of termination contained in the contract.

12. Indemnity Against Claims

- I. Except as otherwise provided in the contract, the Contractor shall indemnify and save harmless the Senate of Canada from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of;
 - any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof ; and
 - any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments has been made by the Senate of Canada.

13. Right to Inspection

- I. The Senate of Canada reserves the right of access to any records resulting from this contract.

14. Termination of Agreement

- I. The Senate of Canada may immediately terminate this agreement if the Contractor is for any reason unable to provide the work, services or goods required under this agreement. Such termination notice shall be made in writing.
- II. The Senate of Canada, at its sole discretion, may immediately terminate the agreement if it is determined that the work, services or goods provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. The Senate of Canada may terminate the agreement upon a thirty (30) day written notice if it is determined that the services or goods provided by the Contractor, either in whole or in part are no longer required.
- IV. In case of prorogation or dissolution of Parliament, this agreement may be immediately terminated upon written notice to the Contractor.

15. Warranties

The Contractor warrants that:

- I. The Contractor is competent to perform the Work required as per the terms and conditions of the Contract and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- II. The Contractor shall provide, as per the terms and conditions of the Contract, a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation;
- IV. The Contractor has complete authority to enter into this Contract;
- V. The Contractor warrants all work and services performed or goods delivered for a period of no less than 12 months from the completion of services or date of delivery.

16. Records to be kept by the Contractor

- I. The Contractor shall keep proper accounts and records of the costs of work, services and goods and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate of Canada, who may make copies and take extracts therefrom.
- II. The Contractor shall not dispose of the documents referred to herein without the written consent of the Senate of Canada, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following the completion of the work or services or delivery of goods.

17. Confidentiality

- I. Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its staff, employees or contractors to which the Contractor or any of its employees, staff or sub-contractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the services.

18. Rules and Regulations

- I. In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Senate of Canada which may be established from time to time, provided that no such rules or regulations shall inhibit the Contractor from exercising its rights and duties hereunder.
- II. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict the Senate of Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

19. Miscellaneous Restrictions

- I. Under no circumstances shall the Contractor use any stationery with a Senate letterhead to conduct business under this agreement.
- II. It is the intention of the parties that the agreement is for the performance of a service or services and that the Contractor is engaged as an independent contractor providing services to the Senate and that the Contractor's Directors, Officers, Employees are not engaged as Senate employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate.
- III. No Contractor or their staff can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the *Senate Administrative Rules*) of the end user or of someone in a similar position who has influence over the scope of work.

20. Performance

- I. The Contractor shall report the performance under this agreement to the Senate of Canada in whatever format and frequency that the Senate of Canada may require.

21. Subcontracts

- I. The Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- II. In any subcontract, the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to the Senate of Canada than the conditions of the Contract.
- III. Even if the Senate of Canada consents to a subcontract, the Contractor is responsible for performing the Contract and the Senate of Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

22. Replacement of Specific Individuals

- I. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- II. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the Senate of Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) proof that the proposed replacement has the required security clearance granted by the Senate of Canada, if applicable.
- III. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection II above. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

23. Amendment to the Agreement

- I. No person other than the Manager of Procurement or her designate can amend this agreement in any form. Any changes to the original agreement must be made in writing.

24. Ownership of Intellectual and Other Property Including Copyrights

- I. Documents and information (“work”) produced by the Contractor in the performance of this contract as well as the copyrights in and to the work, shall vest in and remain the property of the Senate of Canada.
- II. Work shall be marked with the following copyright notice: © Senate of Canada (year)

25. Conflict of Interest

- I. The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Senate.
- II. It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest Act shall derive a direct benefit from this contract.

26. Discrimination and Harassment in the Workplace

- I. The Contractor acknowledges the responsibility of the Senate of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the *Senate Policy on Prevention and Resolution of Harassment in the Workplace*, which is also applicable to the Contractor, is available upon request.
- II. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with the Senate of Canada.

The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

27. Health and Safety

- I. The Contractors, retained through the Finance Directorate, will be advised of their Occupational Health and Safety duties and responsibilities while working in the Senate workplace. The Contractor will be responsible for taking corrective action as warranted in cases of breach of those duties and responsibilities, as advised by the Chief Financial Officer, Senate of Canada, or the Contracting Officer. A copy of the *Senate Policy on Occupational Health and Safety*, which is also applicable to the Contractor, is available upon request.

28. Payment

- I. Basis of Payment – Task Authorization

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

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

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

- II. Limitation of Expenditure – Cumulative Total of all Task Authorizations

The Senate'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 (TBA at contract award) in Canadian dollars . Customs duties are included and Applicable Taxes are extra.

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

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

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase the Senate's liability.

III. Method of Payment – Single Payment

(a) The Senate will pay the Contractor upon completion and delivery of the Work under each authorized TA, in accordance with the payment provisions of the Contract if:

- 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;
- all such documents have been verified by the Senate; and
- the Work delivered has been accepted by the Senate.

(b) Direct Deposit: the Senate of Canada can deposit directly all payments into the Individuals/corporation's account. Please send an e-mail to request a direct deposit form at: finpro@sen.parl.gc.ca.

29. Sales Tax

- I. The Senate of Canada is exempt from Provincial Sales Taxes, with the exception of QST (as applicable)
- II. The GST/HST is not included in the contract amount.
- III. The GST/HST tax must be listed as a separate line item on all invoices.

30. Invoicing Instructions

- I. Invoices must be submitted to the Registered Account Holder responsible for authorizing the event. Under no circumstances will the Contractor submit an invoice to an outside third party who participated in an event at the Senate, nor accept payment from an outside third party who participated in an event at the Senate. Invoices cannot be submitted until all work identified in the invoice is completed.

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

- a) total payable, in accordance with the authorized TA;
- b) the date of invoice preparation;
- c) unique event identifier;
- d) event date and time;
- e) itemized event details and charges; and,
- f) name of the Registered Account Holder authorizing the event;

If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

- II. The Registered Account Holder must verify and acknowledge acceptance of the charges on the itemized invoice.
- III. Once accepted by the Registered Account Holder, the invoice shall be submitted by the Registered Account Holder by email at finpro@sen.parl.gc.ca.

31. Task Authorization(s)

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

31.1 Task Authorization Process

- I. The Registered Account Holder will initiate the Task Authorization process by providing the Contractor an e-mail request with a description of the event and required task(s).
- II. The Contractor must provide the Registered Account Holder, within four (4) hours of receipt, a Task Authorization (TA) form confirming their acceptance to perform the Work.
- III. The Task Authorization (TA) form may be on the Contractor's own form, and must contain the following information:
 - (a) Name and contact information of the Registered Account Holder;
 - (b) for catering services, a unique event identifier, and for cart services, an identifier that states: "Cart Service – Host name";
 - (c) date, time and location of the event;
 - (d) planned number of guests;
 - (e) event type (e.g. meeting, conference, reception, breakfast, lunch, dinner, other);
 - (f) Room name, and location for the event;
 - (g) the details of the catering activities to be performed, and completion dates/times for the major activities;
 - (h) an estimate of the total event costs;
 - (i) an itemized list of the total cost(s) including, as applicable, food, beverages, and any other costs, established in accordance with the Basis of Payment specified in the Contract.
- IV. The Contractor must not commence work until the Task Authorization is authorized by the Registered Account Holder and a signed copy has been received by the Contractor. The Contractor acknowledges that any work performed before an authorized TA has been received will be done at the Contractor's own risk.

31.2 Periodic Usage Reports – Contracts with Task Authorization

- I. The Contractor must compile and maintain records on its provision of services to the Senate under authorized Task Authorizations issued under the Contract.
- II. 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.
- III. The data must be submitted on a monthly basis to the Project Authority. The data must be submitted to the Project Authority no later than fifteen (15) calendar days after the end of the reporting period.

31.3 Reporting Requirements

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

- I. For each authorized task:

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

II. For all authorized tasks:

- (a) the total amount specified in the contract (as last amended, as applicable) the Senate's total liability to the contractor for all authorized TAs, exclusive of Applicable Taxes;
- (b) the total amount of all authorized TAs to date, exclusive of Applicable Taxes.

32. Financial Responsibility

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

33. Interest on Overdue Accounts

For the purpose of this section:

- I. An amount is "due and payable" when it is due and payable by the Senate to the Contractor according to the terms and conditions of the contract.
- II. An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- III. "Date of payment" means 30 days from the date of receipt of the invoice at the Senate.
- IV. The "Bank Rate" shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- V. The Senate shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment inclusively; however interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Senate is responsible for the delay in paying the Contractor. In the event that the Senate is not responsible for the delay in paying the Contractor, no interest shall be paid.
- VI. The Senate shall not be liable to pay the Contractor any interest on unpaid interest.

34. Advertisement

The Contractor shall not without prior written consent from the Senate, advertise or publicize any work performed or goods provided to the Senate of Canada. Breach of this clause is considered to be a breach of confidentiality and will result in the removal of the Contractor from Senate source files.

35. Entire Agreement

This contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract

36. 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) Annex A, Statement of Work;
- (c) Annex B, Basis of Payment;
- (d) the Contractor's bid dated _____

37. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "D". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

38. Accounting Reports

- I. On a monthly basis during the term of the Contract, the Contractor must provide the Project Authority (or delegate) an accounting report (i.e. profit and loss statement) regarding the operation of all food services during the previous monthly period.
- II. The data must be submitted to the Project Authority no later than fifteen (15) calendar days after the end of the reporting period. The report will be in an MS Excel format as specified by the Project Authority.
- III. The report must contain a detailed statement of:

(a) all receipts and other revenue(s) for each element of service (i.e. cafeteria, vending machines and catering) and a separate line item for alcoholic beverage revenue, cart services revenue and any other data reasonably requested by the Project Authority;

(b) all operating costs incurred for each element of service (i.e. cafeteria, vending machines and catering);

(c) total amount(s) based on revenue(s) and cost(s) reflecting the profit or loss retained by the Contractor respective of each element of the food services;

(d) for the catering services, the following additional information must be provided:

- i. event date and time;
- ii. event name and location;
- iii. total amount;
- iv. invoice date;
- v. name of the Registered Account Holder (cart service); and,
- vi. unique event identifier

ANNEX A

STATEMENT OF WORK

1. Title

Provision of Catering and Cafeteria Services at the Government Conference Centre (GCC) and the Rideau Committee Rooms (RCR)

2. Background

In the summer of 2018, the Centre Block will close for approximately 10 years to undergo its major rehabilitation as part of the Long Term Vision and Plan. When Centre Block closes, the Senate leadership and legislative functions, including the Speaker of the Senate and the Senate Chamber, will be relocated to the Government Conference Centre (GCC) at 2 Rideau Street. The Senate will also be allocated the Rideau Committee Rooms (RCR) across from the GCC at 1 Wellington Street to support Senate operations during its interim accommodation at the GCC.

The GCC will serve as the “hub” for Senate business from 2018-2028, as it will house the interim Senate Chamber and several caucus/committee rooms. While the majority of senators will not have offices in the GCC, they will be on site daily when the Senate is in session to attend caucus/committee meetings and participate in Chamber proceedings.

The Senate Administration delivery model for food services in the GCC has three main categories: a “grab and go” style cafeteria for approximately 75 staff seating 35 people with a modest selection of hot and cold food for daily use; catering services to support caucus and committee meetings, which typically have snacks and light lunches; and (optional) vending machines for ad hoc food purchases.

3. Objective

The Senate of Canada requires the services of a Contractor to provide the highest-quality food, beverages, service and support for the cafeteria and (optional) vending machine services and for catered events at the Government Conference Centre and the Rideau Committee Rooms on an “as and when requested” basis, respecting various dietary requirements.

4. Scope of Work

The scope of work includes providing cafeteria and (optional) vending machine services and catering services on an “as and when requested” basis for functions and events held at the GCC and the RCR. The Contractor must be prepared to offer the goods and services described as of January 1, 2019.

The Contractor will be responsible for providing all labour, supervision, equipment, tools, food, beverages and other items and services necessary for the management and provision of high-quality food and beverage services as described herein.

Catering, cafeteria and (optional) vending machine services are to be performed by the Contractor on a profit and loss basis. The Senate will not subsidize or offset any losses incurred by the Contractor.

The Contractor must purchase all food, beverages and other supplies required to provide the food services at competitive, wholesale or trade prices, taking into account the quantity and quality required to meet the high-quality standards required.

The current design of the GCC includes a loading dock and pantry for the delivery of food services. The Contractor shall be responsible for the delivery, set-up and clean-up for all requested catering and food provision services. Food must be prepared off-site and delivered to the location specified by the Senate. The Contractor must ensure that food is kept hot or cold as required upon delivery. The menus provided by the Contractor must reflect a variety of options suitable for clients attending daily committee meetings while the Senate is in session, up to five times a week.

4.1 Catering Services

The Contractor will provide the highest-quality food, beverages, service and support to large and small catered events at the GCC and the RCR on an “as and when requested” basis only upon request and authorization from a registered account holder.

The Senate is in session approximately 135 days per year, with approximately 20 committees that meet weekly during sitting weeks in three committee rooms in the GCC and four committee rooms at 1 Wellington. Catering will be required for committee meetings, caucus meetings and special events. The hours of operation for catering services will be from Monday to Sunday on an “as and when requested” basis. The length of each event will vary.

At peak periods, the Senate will hold several committee meetings during the same period. Catering services for such peak periods must be prepared and the Contractor notified well in advance. The Contractor must not impose surcharges for small groups.

Type	Service Requirement
Committees	<ul style="list-style-type: none"> • approximately 20 committees that meet weekly • meetings held Monday-Thursday (Friday as required) • meetings are typically scheduled throughout the day and evening from 8 a.m. to 8 p.m., depending on the Senate sitting schedule • approximately 20-25 participants at each meeting • light snacks • some light lunches/dinners • self-service, with food delivered to the room on server tables
Caucus	<ul style="list-style-type: none"> • Multiple caucuses that meet weekly, with approximately 50 participants per meeting • light snacks • self-service, with food delivered to the room on server tables

In all cases the selection of the menu for any meeting will be made by the registered account holder from the various menus submitted by the Contractor(s) and confirmed in writing. Special dietary requirements (e.g., kosher meals, halal, diabetic meals, vegetarian meals and meals for participants with food allergies to items such as peanuts, shellfish or gluten) must be accommodated by the Contractor at no extra cost upon request. Such requirements are on an ad hoc basis and will be identified by the registered account holder in the order when required. All ingredients must be identified by the Contractor and should highlight Canadian ingredients. All food products must follow all Canadian Food Inspection Agency legislation and regulations.

The Contractor must provide and maintain, at their own cost and expense, all equipment required to provide first-class food services as required including, but not limited to, kitchenware, catering equipment and any other item not available at the Senate for their use. The Contractor is also responsible for providing all napkins, linens, warming trays and condiments as required by the number of meals requested. The Contractor must not commit or permit any injury to persons or damage upon or to the Senate's premises and/or any of the Senate's facilities or equipment.

4.1.2 Catering Services – Potential Menu Categories

The following represents guidelines for potential menu categories. All menus must be approved in writing by the Project Authority. All menus will be reviewed and modified by the Contractor and the Project Authority on a quarterly basis to ensure seasonal variety of available options of equal or equivalent value, as approved by the Project Authority in writing.

Breakfast Service

The Contractor will provide a continental style breakfast offering at minimum bagels and croissants complete with a variety of condiments (including butter and a butter substitute), granola bars, yogurt and two varieties of fresh fruit, including beverages. The Contractor is requested to provide a breakfast menu with meal options of the same value and of similar quality to the following meal examples, including bread and vegetarian options:

- Continental Style Breakfast
 - assorted breads/bagels, croissants, Danishes, cream cheese, granola, muffins, fresh fruit, yogurt (on ice)
 - bottles of assorted juices
 - adequate coffee (regular and decaf) and tea for each meeting participant, including refills
 - adequate milk/creamers, sweeteners for each meeting participant, including refills
- Hot Breakfast
 - toasts
 - assorted breads (for toasting)
 - one egg dish
 - one meat protein (ham, bacon)
 - adequate toast condiments (butter, nut butters, jams/jellies)
 - bottles of assorted juices
 - adequate coffee (regular and decaf) and tea for each meeting participant, including refills
 - adequate milk/creamers, sweeteners for each meeting participant, including refills

Morning and Afternoon Break Service

- For morning break service, the Contractor will provide beverages including coffee (regular and decaf), tea, assorted fruit juices and sparkling water. The Contractor will also provide a light snack consisting of, for example, at least two types of fresh fruit, assorted breakfast pastries, including breakfast loaves OR croissants OR fruit and cinnamon Danishes and/or muffins.
- For afternoon break service, the Contractor will provide beverages including coffee (regular and decaf), tea, assorted fruit juice, soft drinks (regular and diet, cola and non-cola) and sparkling water. The Contractor will also provide a light snack consisting of, for example, assorted cookies and dessert squares (two per person), crudités with dip OR hummus with pita OR cheese with crackers.

Luncheon Service

The Contractor(s) will offer a variety of three salad choices, crudités and dip and cold cuts (including ham and chicken) or other protein option such as meat sandwiches or wraps. The Contractor is requested to provide a luncheon menu with hot buffet lunch meal options of the same value and of similar quality to the following meal examples, including bread, salads and vegetarian options:

- Hot Buffet Style
 - three salad choice(s)
 - pasta dish or stir fry dish or assorted protein
 - vegetables
 - one vegetarian option
 - potatoes or rice
 - an assortment of desserts, including fresh fruit
 - coffee (regular and decaf) and tea
 - assorted soft drinks and juices
- Cold Buffet Style
 - vegetables and dip
 - three salad choices (green, potato, pasta, etc.)
 - assorted grilled chicken or a cheese and cold cut platter
 - sandwich wraps
 - assorted sandwiches
 - assorted desserts
 - coffee (regular and decaf) and tea
 - assorted soft drinks and juices

Dinner Service

On occasion, the Contractor may be required, during the contract period, to provide a dinner service either as a sit-down meal or buffet style service. Dinner service must consist of an appetizer, a main course, a dessert and beverages. The Contractor must be able to offer food and/or refreshment services following individual event delivery requirements. The Contractor is requested to provide a menu of buffet and served dinner options of the same value and of similar quality to the following meal examples, including bread, salads and vegetarian options:

- appetizers
- two choices of salad or soup
- two hot entrées (one meat, one vegetarian)
- vegetables
- potatoes or rice
- an assortment of desserts, including fresh fruit
- coffee (regular and decaf) and tea
- assorted soft drinks and juices

Special Events

On occasion, the Contractor may be required, during the contract period, to provide catering for special events. The menu for the event will be decided on by the Contractor and the registered account holder in advance of the event. The Contractor is requested to provide a special events menu with options of the same value and of similar quality to the previous meal examples, including bread, salads and vegetarian

options. Bar service, including Canadian wine, premium grade spirits and beer, may be required for special events.

4.1.3 Catering Services – Task Authorization

The Contractor will design and submit to the Project Authority a task authorization form to be used by the registered account holder to procure catering services from the Contractor. The Project Authority will provide approval of the task authorization form in writing. The form will include, but not be limited to, the following information:

- client name, phone number and email address
- event date and time
- delivery time and location
- number of guests
- unique order number
- quantity and type of food ordered

The Project Authority will provide a list of registered account holders who are authorized to request catering services from the Contractor; this list will be updated as required by the Project Authority upon written notification to the Contractor. A registered account holder of the Senate will contact the Contractor by email when a requirement for catering services is identified. The registered account holder will provide the Contractor with a completed task authorization form. The Contractor must acknowledge the Senate's request within four hours of the request being placed. Any requests placed after 3 p.m. must be acknowledged by 9 a.m. the following business day. The registered account holder will make every effort to notify the Contractor with five business days' written notice of the catering requirement and the menu selections; however, it is possible that only 48 hours' notice may be provided. Any cancellations will be made at least 24 hours prior to the requirement.

4.2 Cafeteria Services

The Contractor will be responsible for providing high-quality cafeteria services primarily for senators, their staff and their guests. The Contractor will ensure that Senate visitors, guests and staff have a professional cafeteria experience.

The Contractor will be responsible for providing a reasonable selection of hot and cold food in a "grab and go" style in the GCC cafeteria, which has seating for up to 35 people. The Contractor will also be required to provide refrigerated and/or prepared meals for rethermalization that clients can purchase from the cafeteria and reheat in their office microwave. The "grab and go" style meals will be purchased from a fluently bilingual cashier provided by the Contractor, who will work on site at the GCC cafeteria. A variety of both breakfast and lunch items must be provided similar to the options provided under the catering services and must be approved in writing by the Project Authority.

All menus will be reviewed and modified by the Contractor and the Project Authority on a quarterly basis to ensure seasonal variety of available options.

All cafeteria menu items and prices must be prominently displayed on menu boards in the cafeteria. No price adjustments or changes will be made without the Project Authority's knowledge and prior written approval. The contractor must provide the food service at competitive and fair market prices.

The operating hours for the cafeteria will vary depending on whether or not the Senate is in session. The cafeteria will be closed on holidays, as per the list provided by the Senate upon contract award.

Operating Hours during Senate sessions		Operating Hours during Senate Recess	
Daily Hours	7:30 a.m. to 2:30 p.m.	Daily Hours	8:00 a.m. to 1:30 p.m.
Breakfast	7:30 a.m. to 10:30 a.m.	Breakfast	8:00 a.m. to 10:30 a.m.
Lunch	11:00 a.m. to 2:15 p.m.	Lunch	11:00 a.m. to 1:30 p.m.

The following represents guidelines for potential menu categories. The Contractor is requested to provide a menu for cafeteria services of the same value and of similar quality to the following meal examples including bread, salads and vegetarian options:

- prepared meals for rethermalization
- Grab and go sandwiches
- Grab and go meals (meat)
- Grab and go meals (vegetarian)
- Pre-made grab and go salads
- A varied assortment of desserts
- Fresh fruit
- Coffee (regular and decaf)
- Assorted teas
- Creamers, milk, sweeteners
- Bottles of assorted juices
- Soft drinks (regular and diet)
- Bottles of water

The Contractor will provide plates, cups, lids, thermal sleeves, stirrers, napkins and utensils.

4.3 Vending Machines - Optional

The Contractor may provide a minimum of three vending machines at strategic and inconspicuous locations in the GCC and RCR as designated by the Senate to allow for ad hoc food purchases, with some healthy options included in the varied selection. Should the Contractor exercise this option, the Contractor will install the machines and perform both regularly scheduled maintenance as well as ad hoc maintenance when requested by the Senate. The Contractor will provide the initial food items and replenish all food items for all vending machines on a regular schedule and upon request by the Senate if required. At a minimum, one vending machine must provide cold soft drinks and other beverages, and the other vending machine must provide packaged snacks. The Contractor may subcontract the service with prior written approval from the Project Authority.

5. Resource Requirements

The personnel employed by the Contractor must be competent, trained and qualified to work in food and catering services and must meet and maintain all applicable Senate security requirements. All personnel must receive close and continuous first-line supervision by the Contractor. All onsite personnel at the

GCC and the RCR for the provision of catering and food services must speak both of Canada's official languages fluently. All Contractor's personnel must wear consistent and clean uniforms at all times while on Senate property. The following personnel will be required from the Contractor:

- a) Chef: must have a minimum of five years of experience in providing professional cooking services of similar size and scope to the requirement and quality listed herein.
- b) Account manager: will act as the principal point of contact for all matters related to the provision of catering and cafeteria services at the GCC and the RCR. The account manager must be fluently bilingual.
- c) Cafeteria worker(s): must be fluently bilingual. A minimum of three fluently bilingual cafeteria workers must be available with valid Senate security clearances in the event of unexpected absences. The number of on-site cafeteria workers will be determined upon contract award by the Project Authority and the account manager.
- d) Wait staff: to be hired by the Contractor when and as required for the provision of catering services as requested by a registered account holder. All wait staff must be fluently bilingual. A minimum of three fluently bilingual wait staff must be available with valid Senate security clearances in the event of unexpected absences. In the case of special events, the Contractor may be required to hire a fluently bilingual bartender with all the necessary certifications.

ANNEX B

BASIS OF PAYMENT

The Bidder must submit firm, all-inclusive prices for the provision of catering, cafeteria services, and (optional) vending machines as described in Annex A – Statement of Work. Prices submitted must be inclusive of all activities, materials, personnel and equipment to perform the work, applicable taxes excluded.

The Senate of Canada will not reimburse claims for travel or living expenses for any activity required for the performance of work under the Contract.

Sample menus provided by the Bidder will be used for evaluation purposes only. The Bidder is encouraged to submit menus similar in nature that highlight Canadian ingredients and present the highest quality food. Vegetarian options must be submitted for each category. The quantities indicated in the tables below are provided for evaluation purposes only, and do not represent a guarantee of work or volumes. Pricing is intended to serve as a basis of reference for dish type, portion and quality, rather than for any specific dish stipulated herein. The final menus will be selected by the Project Authority in consultation with the winning Bidder.

See Excel spreadsheet entitled Catering and Cafeteria_AnnexB for Basis of Payment table to be completed by bidders.

ANNEX C

Estimated Service Requirements

The following tables contain estimates of services required for bid preparation only. The number of hours and events may vary on a yearly basis.

Estimated Service Requirement - Catering

Estimated Service Requirement - Catering		
	Committee Meetings	Caucus Meetings
Estimated Events per Week	20	8
Estimated Sitting Weeks per Year	28	28
Estimated Events per Year	560	224
Estimated Approximate No. Guests per Event	25	50
Estimated Guests per Year	14,000	11,200
ESTIMATED TOTAL	25,200	

Estimated Service Requirement – Cafeteria

Estimated Service Requirement - Cafeteria		
While the Senate is...	In Session	Recess
Hours per Day	7	6.5
Days per Year	135	126
Hours per Year	945	819
ESTIMATED TOTAL	1,764	

ANNEX D

INSURANCE REQUIREMENTS

D1. Commercial General Liability Insurance

D1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000.00 CAD per accident or occurrence and in the annual aggregate.

D1.2 The Commercial General Liability policy must include the following:

- a) Additional Insured: The Senate is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of the Senate should read as follows: The Senate
- b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g) Employees must be included as Additional Insured.
- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB, OWCP) or similar program)
- i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

D2. Comprehensive Crime Insurance

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

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

The Comprehensive Crime insurance must include the following:

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

D3. Liquor Liability Insurance

D3.1 In addition to the other forms of insurance required under the contract, the Contractor must put in place Liquor Liability Insurance in an amount of \$1,000,000.00 CAD and maintain it in force throughout the duration of the Contract period.

D3.2 Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

ANNEX E

LIST OF EQUIPMENT AND ROOM DIMENSIONS

C1 – Government Conference Centre

C2 – Rideau Committee Rooms (1 Wellington)

See attached PDF diagrams.