



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

National Defence Headquarters  
Director Major Procurement 7 (D Maj Proc 7)  
Attention: Kim Seguin  
By e-mail to:  
Kim.Seguin@forces.gc.ca

#### Proposal To: National Defence Canada

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

#### Proposition à : Défense nationale Canada

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

#### Comments – Commentaires

**THIS DOCUMENT DOES NOT CONTAIN A  
SECURITY REQUIREMENT.**

#### Solicitation Closes – L'invitation prend fin

At: – à :

02:00 PM Eastern Standard Time (EST)

On: – le : 11 March 2019

<b>Title – Titre</b> Food Services in Support of OP Nunavut 2019	<b>Solicitation No. – N° de l'invitation</b> W8484-199426
<b>Date of Solicitation – Date de l'invitation</b> 28 January 2019	
<b>Address Enquiries to: – Adresser toutes questions à :</b>  Kim Seguin by e-mail to Kim.Seguin@forces.gc.ca	
<b>Telephone No. – N° de téléphone</b> ____-____-____	<b>FAX No. – N° de fax</b> ____-____-____
<b>Destination</b>  See herein.	

**Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**

**Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

Delivery Required – Livraison exigée	Delivery Offered – Livraison proposée
Vendor Name and Address – Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name – Nom _____	Title – Titre _____
Signature _____	Date _____

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>4</b>
1.1 STATEMENT OF WORK.....	4
1.2 COMPREHENSIVE LAND CLAIMS AGREEMENT(S) .....	4
1.3 DEBRIEFINGS .....	4
1.4 TRADE AGREEMENTS .....	4
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	5
2.2 SUBMISSION OF BIDS .....	5
2.3 FORMER PUBLIC SERVANT.....	6
2.4 ENQUIRIES - BID SOLICITATION.....	7
2.5 APPLICABLE LAWS.....	7
<b>PART 3 - BID PREPARATION INSTRUCTIONS .....</b>	<b>8</b>
3.1 BID PREPARATION INSTRUCTIONS .....	8
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION .....	11
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>12</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	12
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	12
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>13</b>
6.1 SECURITY REQUIREMENTS .....	13
6.2 STATEMENT OF WORK.....	13
6.3 STANDARD CLAUSES AND CONDITIONS .....	13
6.4 TERM OF CONTRACT .....	13
6.5 AUTHORITIES .....	13
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	14
6.7 PAYMENT .....	14
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	15
6.9 APPLICABLE LAWS.....	15
6.10 PRIORITY OF DOCUMENTS .....	15
<b>ANNEX "A" .....</b>	<b>16</b>
STATEMENT OF WORK .....	16
<b>APPENDIX 1 TO ANNEX A .....</b>	<b>20</b>
STANDARD MEAL ENTITLEMENT PATTERN.....	20
<b>APPENDIX 2 TO ANNEX A .....</b>	<b>21</b>
PORTION SIZE STANDARD .....	21
<b>APPENDIX 3 TO ANNEX A .....</b>	<b>22</b>
NIGHT SNACK FOOD AND BEVERAGE.....	22
<b>APPENDIX 4 TO ANNEX A .....</b>	<b>23</b>

MEAL SATISFACTION CHECKLIST ..... 23

**APPENDIX 5 TO ANNEX A..... 24**

FORECASTED FEEDING SCHEDULE ..... 24

**ANNEX "B" ..... 25**

BASIS OF PAYMENT ..... 25

**ANNEX "1" TO PART 3 OF THE BID SOLICITATION..... 26**

ELECTRONIC PAYMENT INSTRUMENTS ..... 26

## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 Comprehensive Land Claims Agreement(s)**

This procurement is subject to the following Comprehensive Land Claims Agreement:

- The Inuvialuit Final Agreement

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is subject to the following Trade Agreements: The North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), and the Canada-Korea Free Trade Agreement (CKFTA)

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 2.d of section 05, Submission of bids, is deleted in its entirety and is replaced with the following:

- d. send its bid only to the Department of National Defence organization receiving the bids as specified on page 1 of the bid solicitation;

Section 06, **Late Bids** is deleted in its entirety.

The text under Section 07, **Delayed bids**, is deleted in its entirety and is replaced with the following:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

Subsection 1 of Section 08, **Transmission by facsimile or by epost Connect**, is deleted in its entirety.

The text under Section 13, **Communications – solicitation period**, is deleted in its entirety and is replaced with the following:

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only as indicated on page 1 of the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

Canada will submit all significant enquiries received and their replies directly to invited Bidders by electronic mail. For further information, consult subsection 3 of the Submission of bids section.

Subsection 2 of Section 20, **Further Information**, is deleted in its entirety.

### 2.2 Submission of Bids

Unless otherwise specified in the bid solicitation or directed by the Contracting Authority, bids must be received by the Contracting Authority by electronic mail by the date and time indicated on page 1 of the bid solicitation.

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

**Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is

the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Technical and financial documents submitted after the closing date and time will not be accepted.

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### ***Definitions***

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

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

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

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

#### ***Former Public Servant in Receipt of a Pension***

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

### **2.4 Enquiries - Bid Solicitation**

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

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

### **2.5 Applicable Laws**

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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

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

Section I: Technical Bid: one (1) soft copy submitted by e-mail;

Section II: Financial Bid: one (1) soft copy submitted by e-mail;

Section III: Certifications: one (1) soft copy submitted by e-mail.

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

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

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

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

#### **Section I: Technical Bid**

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

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

#### **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

#### **3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" to Part 3 of the Bid Solicitation - Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" to Part 3 of the Bid Solicitation - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

#### **3.1.3 Exchange Rate Fluctuation**



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

**Section III: Certifications**

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

	<b>All mandatory requirements</b>	<b>Met</b>	<b>Not met</b>
MT1	<p>The Bidder must clearly demonstrate that, within the past 5 years, it has provided food services to a large group in a remote location.</p> <p>Large group is defined as a group that consists of at least 50 people; and</p> <p>Remote location is defined as a location that is situated more than 100 km from an urban center (urban area is defined by Statistics Canada as an area with a population of at least 1,000 people where the density is no fewer than 400 persons per square kilometer – i.e. Inuvik, NT)</p>		
MT2	<p>The Bidder must provide with its bid a plan that details how the services will be provided. The plan must include, as a minimum, details about when food will be available for service, how many people can be accommodated at each sitting (breakfast and dinner), and how the rotation of people being fed will occur (if required)</p>		
MT3	<p>The Bidder must provide with its bid a detailed one-week cycle menu that offers variety throughout the cycle.</p> <p>Variety is defined as follows:</p> <p>Breakfast Types of eggs (eg. Western omelette, scrambled eggs, poached eggs, etc.) that don't repeat more than twice per week ; and Meats or meat alternatives (eg. Bacon, sausages, ham, etc.) that don't repeat more than four times per week.</p> <p>Supper Soup options that don't repeat more than twice per week; Entrée, protein, pasta, a la carte item, and starch options that don't repeat more than twice per week; Cooked vegetable options that don't repeat more than twice per week; and Desert options that don't repeat more than three times per week.</p>		
MT4	<p>The Bidder must identify in its bid the date that it is able to commence the provision of services.</p>		

#### **4.1.2 Financial Evaluation**

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Basis of Payment detailed in Annex "B".

#### **4.2 Basis of Selection**

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

In order to reflect the value of food services commencing on or as close to 16 March 2019 as possible, the following calculation will apply to the Bidder's proposed firm fixed all-inclusive price, for evaluation purposes only, to establish the lowest evaluated price:

- a) Any bidder that is compliant and proposes a start date of 16 March 2019 will have its overall bid discounted by 20% for cost comparison purposes.
- b) Any bidder that is compliant and proposes a start date of 17 March 2019 will have its overall bid discounted by 15% for cost comparison purposes.
- c) Any bidder that is compliant and proposes a start date of 18 March 2019 will have its overall bid discounted by 10% for cost comparison purposes.
- d) Any bidder that is compliant and proposes a start date of 19 March 2019 will have its overall bid discounted by 5% for cost comparison purposes.

Note: this is for comparison purposes only. Contractual rates will remain as bid.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc/labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

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

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

[2010B](#) (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to 15 April 2019 inclusive.

#### **6.4.2 Delivery Date**

All the deliverables must be received on or before 3 April 2019.

#### **6.4.3 Comprehensive Land Claims Agreement(s)**

The Contract is subject to the following Comprehensive Land Claims Agreement:

The Inuvialuit Final Agreement

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Kim Seguin  
Title: Senior Procurement Officer  
Organization: Department of National Defence  
Directorate: D Maj Proc 7  
Address: National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2

Telephone: \_\_\_\_\_

E-mail address: Kim.Seguin@forces.gc.ca

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

### 6.5.2 Technical Authority (to be specified in the resulting Contract)

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative (to be specified in the resulting Contract)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.7 Payment

### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price" as specified in Annex "B" for a cost of \$ \_\_\_\_\_ (to be specified in the resulting Contract). Customs duties are included and Applicable Taxes are extra.

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

### 6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

### 6.7.3 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 6.7.4 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2018-06-21) - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

## ANNEX "A"

### STATEMENT OF WORK

#### FOOD SERVICES FOR OP NUNALIVUT 19 IN TUKTOYAKTUK, NT

##### 1. Scope

###### 1.1. Purpose

As part of support to the Operation (Op) NANOOK NUNALIVUT 2019, Joint Task Force (North) (JTFN) will require the provision of food services from 16 March to 3 April 2019 in Tuktoyaktuk, Northwest Territories (TN) to support personnel who are conducting operations around Tuktoyaktuk, NT.

###### 1.2. Background

Operation NANOOK NUNALIVUT 19 (Op NA-NU 19) is a sovereignty exercise in the High Arctic meant to demonstrate the ability to operate in the harsh winter environment in remote areas, and enhance capabilities to respond to any situation in Canada's North. It also allows the CAF to provide meaningful support to scientific research in the Arctic, and to demonstrate interoperability in the High Arctic with military allies and other Canadian government institutions.

Due to the nature of the portion of Op NA-NU 19 conducted in Tuktoyaktuk, NT, JTFN will require food services.

##### 2. Applicable documents

2.1. All food handling, storage and preparation practices are to be in accordance with the Canadian Food Inspection Agency (CFIA) Guide to Food Safety (GFS), and applicable federal, provincial and territorial government Food Safety Code of Practice. CFIA and GFS are located at the following websites:

2.1.1. CFIA: <http://www.inspection.gc.ca/food/eng/1299092387033/1299093490225>

2.1.2. CFS: <http://www.inspection.gc.ca/food/non-federally-registered/safe-food-production/guide/eng/1352824546303/1352824822033>

2.1.3. Ontario College of Trades: <https://www.collegeoftrades.ca/training-standards-service-sector>

###### 2.2. Kosher and Halal Examples

2.3. Examples of Kosher and Halal foods can be found on the Gordon Food Service webpage at: <https://www.gfs.com/en/ideas/eating-according-to-religious-practices-kosher-and-halal>

##### 3. Definition

3.1. Journeyperson or Equivalent: A person who has acquired the knowledge and skills in a trade, occupation, or craft as attested to by a provincial or territorial authority. As defined by the Ontario College of Trades, Apprenticeship Training Standard, Cook, Trade Code 415A.

3.2. Journeyman cook qualification: A person who has acquired the knowledge and skills of the Cook occupation as attested to by a provincial or territorial authority.

##### 4. Requirements



**4.1. General Requirements**

**4.1.1.** The Canadian Armed Forces (CAF) requires Food services to include breakfast, supper and evening snack per day for 125 persons. Catering service to include all industry standard supplies such as cutlery, plates, napkins, and dining space. Contractor is to ensure kitchen staff are appropriately trained and certified. Dining is to be supplied in one location by one Contractor. Dining in shifts is acceptable however multiple feeding locations will not be accepted.

**4.2. General Requirements Tasks**

4.2.1.1. Cafeteria style service for breakfast and supper (buffet style);

4.2.1.2. Night snacks and evening soup to be provided on a self-serve basis. CAF will provide insulated containers for the storage of hot items.

4.2.2. Serving to be offered in accordance with Note 2, Meal hours, to Appendix 5 to Annex A – Forecasted feeding schedule.

**4.3. Location / Dates / Numbers:**

4.3.1. Catering service will be required in one location within the hamlet of Tuktoyaktuk; and

4.3.2. Catering service will be required from supper on 16 March until breakfast on 3 April 2019 inclusive to feed up to 125 personnel. See Annex “B” – Forecasted feeding schedule.

**4.4. Technical Requirements**

4.4.1. Cafeteria style catering/buffet is to be provided by the Contractor as per the Standard Meal Entitlement Pattern in Appendix 1 to Annex A. This is a meal service that consists of the customers picking up their meals from a serving line where the food is served to them and from a selection of self-service points. At the end of the meal, the customers return their used dishes to a dish return point or, if using disposable dishes, to a garbage drop off point.

4.4.2. The Contractor must provide a one-week cycle menu detailing the cafeteria menus provided to CAF for the contracted period. This menu must provide variety throughout the week. Variety is defined as follows:

4.4.2.1. Breakfast:

Types of eggs (eg. Western omelette, scrambled eggs, poached eggs, etc.) that don't repeat more than twice per week ; and  
Meats or meat alternatives (eg. Bacon, sausages, ham, etc.) that don't repeat more than four times per week.

4.4.2.2. Supper:

Soup options that don't repeat more than twice per week;  
Entrée, protein, pasta, a la carte item, and starch options that don't repeat more than twice per week;  
Cooked vegetable options that don't repeat more than twice per week; and  
Desert options that don't repeat more than three times per week.

4.4.3. Portion sizes for all meal standards are found at Appendix 2 to Annex A.

- 4.4.4. Night snacks and evening soup must be available daily, as per Note 2 of Annex "B", only as authorized by the Technical Authority. Night snacks must be provided for personnel in accordance with the Night Snack Food Entitlement (See attached Appendix 3 to Annex A).
- 4.4.5. Food prepared must be palatable and free of contamination, and must be produced from items that have not exceeded their "best before" or expiry date.
- 4.4.6. Annex "B" provides estimated numbers. Numbers at each meal are subject to minor fluctuations due to the nature of the Operation, however, overall totals will not be exceeded.

#### 4.5. **Constraints**

- 4.5.1. All food handling, storage and preparation practices are to be in accordance with the Food Safety Code of Practice for Canada's Food Service Industry. The specifications are to be used as a reference to maintain the administration of food services and a minimum level of food service quality, safety and quantity. The specifications are not intended to prescribe how the Contractor will carry out the work, or exactly what selection of meals are to be provided, but only the desired level of service.
- 4.5.2. Meals deemed by the Technical Authority or Medical Personnel as not conforming to the specifications detailed herein will be returned to the Contractor without payment. Meals may be deemed as non-compliant for any of the following reasons:
  - 4.5.2.1. Receipt of unsatisfactory meals as recorded on a Meal Satisfaction Checklist report (copy attached as Appendix 4 to Annex A) from the Technical Authority. Examples of unsatisfactory meals are food deemed unsafe for consumption by Medical Personnel, not available at the designated time or insufficient quantity (as per Appendix 1 to Annex A and Appendix 2 to Annex A);
  - 4.5.2.2. Menu substitutions without prior CAF approval; and
  - 4.5.2.3. Night snacks not available for CAF pick-up at the pre-arranged time. CAF Approval must be sought at least two hours in advance for any delay beyond 10 minutes.
- 4.5.3. Personnel preparing the food must hold the equivalent to a journeyman cook qualification.

#### 4.6. **Contractor Responsibilities**

- 4.6.1. The Contractor will be required to designate a representative with the authority to liaise with the CAF TA. This representative must be physically located in Tuktoyaktuk in order to:
  - 4.6.1.1. Liaise with authorized CAF personnel; and
  - 4.6.1.2. Ensure that the Contractor is able to address and potential issues;
- 4.6.2. The Contractor shall accommodate special dietary needs to accommodate religious beliefs and take reasonable steps to accommodate dietary restrictions for temporary illness, when directed by the Technical Authority. Religious belief special meal (kosher, halal, and/or vegetarian) numbers will be provided to the Contractor no later than 10 days prior to the commencement of services.
- 4.6.3. The Contractor is responsible to remove leftover food, and Contractor generated waste at the end of the meal window. Containers for night snacks (i.e. coffee and hot water urns, and insulated soup containers) will be returned by the CAF during the breakfast period.

4.6.4. Financial. The Contractor must not accept any requests or make any changes that have a financial and/or contractual impact without prior written approval from contracting authority by means of contract amendment.

4.7. **CAF Responsibilities**

4.7.1. For the duration of the contract, CAF reserves the right to inspect the Contractor's facility and disposal processes in order to ensure hygiene standards are maintained including cooking and storage facilities.

5. **Deliverables**

5.1. The Contractor must provide dining infrastructure and catering to personnel who are conducting operations around Tuktoyaktuk, NT.

**APPENDIX 1 TO ANNEX A**

**STANDARD MEAL ENTITLEMENT PATTERN**

**REGULAR MEAL PATTERN – CAFETERIA STYLE**

<b>Breakfast</b>
Juice Fruit Breakfast entrée Breakfast meat or alternative Cheese or Yogurt Breakfast starch Breakfast vegetable Bread product Two beverages Condiments/Preserves
<b>Supper</b>
Soup Main Entrée dish Choice of freshly prepared protein dish, pasta or à la carte item Starch Cooked vegetable Salad Bar Fruit Dessert Bread product Three beverages Condiments

**APPENDIX 2 TO ANNEX A**

**PORTION SIZE STANDARD**

<b>Supper</b>	
Soup	250 ml
Steaks and chops (bone in)	250g (raw)
Chicken pieces (bone-in)	275g (raw)
Steak (boneless)	225 g (raw)
Boneless meat/poultry	210 g cooked (180 g raw)
Fish (steaks, fillet)	210 g (raw)
Fish (battered)	210 g (cooked)
Stews	300 g (cooked) (250 ml ladle)
Casserole dishes	300g (cooked) (250 ml ladle)
Pasta w/ sauce (main entrée)	210 g of pasta, 175 ml of sauce
Three decker sandwich	1 each (90 g of meat total)
Hamburger	1 each (167 g raw)
Hot dog	80 g (2 ea @ 40 g or 1 ea @ 80 g)
Pizza	1 each (1/6 of a 40 cm diameter pizza) 240 g
Tacos	2 each
Burritos	1 each (210g)
Submarine (21 cm long)	1 each (90 g sliced meat or 110 g mixed filling)
Sandwich	1 each
Sandwich filling - salad	110 g
Sandwich filling - sliced meat	90 g
Sliced meat – for cold plate	90 g
Starch Item - potatoes, rice, pasta	125 g (cooked) (2 ea 125 ml spoon, 2 ea #16 scoop)
Vegetables	90 g (125 ml spoon)
Salad Items	6" bowl or 8" plate
Canned fruit	175 ml
Fresh fruit (individual)	1 each
Fresh grapes/berries/sliced fruits	125 ml or 90 g
Pudding	125 ml
Jello	125 ml
Ice cream	125 ml
Fruit yogurt	175 ml
Cake	1 piece (5 cm X 5 cm X 7 cm)
Pie	1 piece (1/8 of a 22 cm diameter pie)
Squares	1 piece (5 cm X 5 cm X 2.5 cm)
1 Cookies (7.5 cm diam.)	2 each
Cookies (12.5 cm diam.)	1 each
Doughnuts / Sweet Buns	1 each
Bread	1 slice
Dinner Roll	1 each
Juice	250 ml
Milk (2%, 1%, skim, choc, non dairy)	250 ml
Fruit Drinks	250 ml
Pop	250 ml
Hot Beverages	250 ml

**APPENDIX 3 TO ANNEX A**

**NIGHT SNACK FOOD AND BEVERAGE**

<b>All of the following food and/or beverage items must be available as a night snack:</b>
Coffee or tea, plus cream or milk, plus sugar
Hot chocolate beverage mix
Iced tea mix
Milk
Fruit juice
Bread, spreads (peanut butter, cheese spread, jam, etc.)
Soup and soda crackers
Fresh fruit (orange, apple, pear, banana, etc.)
Snack (e.g. muffin, breakfast bar, cookies, granola bar)

Night Snack to be available between 2200hrs (10:00pm) and 0300hrs (3:00am) for self-serve.

**APPENDIX 4 TO ANNEX A**

**MEAL SATISFACTION CHECKLIST**

NAME: \_\_\_\_\_

RANK: \_\_\_\_\_ POS: \_\_\_\_\_

UNIT: \_\_\_\_\_

DATE: \_\_\_\_\_

NO. MEALS ORDERED: \_\_\_\_\_

NO. MEALS SERVED: \_\_\_\_\_

TIME MEAL REQUESTED: \_\_\_\_\_

TIME MEAL SERVED: \_\_\_\_\_

<b>BREAKFAST</b>	<b>SUPPER</b>
------------------	---------------

ITEM	POOR	FAIR	GOOD
1. MAIN DISH			
2. SIDE DISH			
3. SALAD			
4. DESSERT			
5. BEVERAGE			
6. OVERALL DINER IMPRESSION			

COMMENTS:

---



---



---



---



---



---



---



---

\_\_\_\_\_  
CATERER / CONTRACTOR

\_\_\_\_\_  
UNIT AUTHORITY

**APPENDIX 5 TO ANNEX A**

**FORECASTED FEEDING SCHEDULE**

<b>Date</b>	<b>Breakfast per Day</b>	<b>Supper per Day</b>	<b>Night Snack per Day</b>
16-17 March	25	25	
18 – 20 March	125	125	
21 – 27 March	125	125	50
28 – 30 March	125	125	
31 March	125	30	
1 – 2 April	30	30	
3 April	30		

**Note 1:** Lunch will not be included in this contract.

**Note 2:** Meal hours are:

- a. Breakfast: 0500hrs-0700hrs (5:00am – 7:00am)
- b. Supper: 1700hrs-1900hrs (5:00pm – 7:00pm)
- c. Night Snack to be available for CAF pick up at 2200hrs (10:00pm) for self-serve



**ANNEX "B"**

**BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm fixed all-inclusive pricing as follows:

<b>Description</b>	<b>Firm fixed all-inclusive cost</b>
Provision of food services described in Annex "A" Statement of Work, and as per the quantities of meals and night snacks as identified in Appendix 5 to Annex "A".	\$
Subtotal of cost	\$
HST/GST	\$
<b>Total cost</b>	<b>\$</b>

**ANNEX “1” to PART 3 OF THE BID SOLICITATION**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

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