



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada
See herein for bid submission
instructions/
Voir la présente pour les
instructions sur la présentation
d'une soumission
NA
Ontario

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Cooks	
Solicitation No. - N° de l'invitation W6795-22BK12/F	Date 2022-07-28
Client Reference No. - N° de référence du client W6795-22BK12	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-655-8680	
File No. - N° de dossier KIN-1-56108 (655)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-08-17 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Semple, Patrick	Buyer Id - Id de l'acheteur kin655
Telephone No. - N° de téléphone (613) 449-3112 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE . PETAWAWA Ontario Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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This bid solicitation cancels and supersedes previous bid solicitation number W6795-22BK12/E dated 2022-06-24 with a closing of 2022-07-20 at 14:00 EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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W6795-22BK12/F
Client Ref. No. - N° de réf. du client
W6795-22BK12

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-1-56108

Buyer ID - Id de l'acheteur
KIN655
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Statement of Work

The Statement of Work is detailed under Article 6.2 of the resulting contract clauses.

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 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids – epost only

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time indicated in the bid solicitation.

PWGSC Ontario Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Supplier must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca (email address for epost Connect service)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six (6) days before the Request for Proposals closing date.

Due to the nature of the Request for Proposal, transmission of bids by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- The Bidder must submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Bids transmitted by facsimile or hardcopy will not be accepted.

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "D" 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.

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

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

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

Req. ID	Mandatory Requirements	Demonstrate HOW the requirement is Met (Cross reference to resource resume as applicable)
MT1	<p>The bidder must identify one (1) Coordinator</p> <p>The Bidder must demonstrate that the proposed coordinator have at least:</p> <p>1) Three (3) years' experience in the field of personnel management which includes but not limited to recruiting, coordinating, assigning, training and supervising personnel; and</p> <p>2) Two (2) years of experience with food services facilities</p> <p>Experience must be gained within the last ten (10) years up to and including the solicitation closing date. If at any time, during the contract period, any of these persons is replaced by your company, each replacement will be replaced with a resource that possess' at a minimum the same qualifications.</p>	<p>PAGE(S) AND/OR SECTION NUMBER: _____</p>
MT2	<p>The bidder must identify (3) cooks with a Red Seal certification, or military QL5 qualification as a Cook, or an equivalent combination of training in institutional cooking and related work experience.</p> <p>The bidder must demonstrate that the proposed resource;</p> <p>a) Has at least six (6) months of red seal, or equivalent, cook experience.</p> <p>Experience must be gained within the last 3 years up to and including the solicitation closing date.</p> <p>If at any time, during the contract period, any of these persons is replaced by your company, each replacement will be replaced with a resource that possess' at a minimum the same qualifications.</p>	<p>PAGE(S) AND/OR SECTION NUMBER: _____</p>

4.1.2 Financial Evaluation

- (1) The evaluated price is the sum of extended prices of each Pricing Table.
- (2) SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the 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 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 property agreement of the Ineligibility and Suspension Policy (<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 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 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 Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, 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 Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

Print name of authorized individual & sign above

Date

5.2.3.2 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.

Print name of authorized individual & sign above

Date

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 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. W6795-22-BK-015

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - b) *Contract Security Manual* (Latest Edition).

6.2 Statement of Work

The work to be performed is detailed under Annex A of the resulting contract clauses.

6.3 Task Authorization

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

6.3.1 Task Authorization Process

1. The Project Authority) will provide the Contractor with a description of the task using the DND 626, Task Authorization Form.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 3 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.3.2 Task Authorization Limit

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

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

6.3.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

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

"Minimum Contract Value" means 2.5% of the Maximum Contract Value

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

6.3.4 Periodic Usage Reports - Contracts with Task Authorizations

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

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

The data must be submitted on an annual basis to the Contracting Authority.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

Reporting Requirement- Details

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

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;

- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

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

6.3.6 Task Authorization - Department of National Defence

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

6.4 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.

6.4.1 General Conditions

[2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4.2 Supplemental General Conditions

4013 (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules, applies to and forms part of the Contract.

"The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed."

6.5 Term of Contract

6.5.1 Period of the Contract

The period of the Contract is from date of Contract award to 30 June 2023

6.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional one 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.

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KIN655
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Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Patrick Semple
Title: Supply Specialist
Organization: Public Works and Government Services
Canada, Acquisitions Branch
Address: 86 Clarence Street,
Kingston, Ontario, K7L
1X3
Telephone: 613-449-3112
E-mail address: patrick.semple@pwgsc.gc.ca

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

6.6.2 Project Authority

The Project Authority for the Contract is:

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

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

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

6.6.3 Contractor's Representative (to be completed at contract award)

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

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

6.7 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.

6.8 Payment

6.8.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit prices in accordance with the basis of payment, in Annex "B", Pricing "B" as specified in the authorized TA. Customs duties are included, and Applicable Taxes are extra.

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

6.8.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

5.8.2.1 Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed \$ *(to be completed at contract award)*. Customs duties are included, and HST is extra.

5.8.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a. when it is 75 percent committed, or

b. four (4) months before the contract expiry date, or

c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

6.8.4 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.8.5 Monthly Payment

SACC Manual clause H1008C, (2008-05-12) – Monthly Payment

6.8.6 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)

6.8.7 Time Verification

SACC Manual clause C0711C, (2008-05-12) – Time Verification.

6.9 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.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.10 Certifications and Additional Information

6.10.1 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.

6.11 Applicable Laws

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

6.12 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 supplemental general conditions 4013 (2021-11-29);
- (c) the general conditions 2010C (2022-01-28), General Conditions - Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated _____

6.13 SACC Manual Clauses

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

STATEMENT OF WORK

1. Overview

The Department of National Defence (DND) located in Garrison Petawawa, Ontario, has a requirement for a Contractor to provide cooks with a Red Seal certification, military QL5 qualification as a Cook or an equivalent combination of training in institutional cooking and related work experience.

The contractor's resources must have an acceptable understanding of culinary science including approved cooking terminology, techniques and methods to be able to prepare and deliver a wide range of food products and services. Personnel must also be capable of receiving or shipping to/from the storeroom and execute cleaning duties in the kitchen or dining areas.

2. Work Sites

The services under this agreement shall be provided in the following kitchens location specified below;

- a) Building CC-125, 175 Forceman's Way, Petawawa ON, K8H 2X3

3. Language of Work

The Contractor must provide resources that are capable of fluently expressing themselves in English.

4. Reference Document

4.1 Food Safety Code of Practice for Canada's Foodservice Industry (Restaurants Canada <https://www.restaurantscanada.org>); and

4.2 Canadian Forces Food Safety and Defence Program: available upon request.

5. Resource Requirements

5.1 Cook

The Contractor must supply resources to meet the requirements and perform the duties set out in Appendix A1. Previous cooking experience within CANSOFCOM would be an asset.

5.2 Schedule of Services

5.2.1 Estimated Requirement: The estimated quantity and category of resources required on a daily and on an 'as and when requested' basis are as follows:

5.2.2 Daily Service – Estimated number of persons and required

CATEGORY

RESOURCE CATEGORY	GENERAL DAILY SERVICE		
	# OF PEOPLE	# OF DAYS A YEAR	# OF HRS PER DAY
COOK	Up to 4	264	7.5

5.3.4 Kitchen Hours: Services will be required between 0530 hrs and 1930 hrs, daily. Services are required daily, year-round, with the exception of the Christmas break (normally from 15 December to 10 January).

5.3.5 Schedule Notification: The schedule of each shift may vary depending on the work site and time of year. The Project Authority (PA) will normally inform the Contract Coordinator seven (7) days in advance of the requirements. However, in order to meet critical operational demands, advance notice may be shorter (i.e. forty-eight (48) hours' notice).

5.3.6 The Coordinator must notify the PA in writing no less than 5 days prior to the commencement of the schedule, if unable to fulfill the requested scheduled.

6. Availability of the Contractor and Resources

The Contractor must provide the PA with contact information that ensures the Contractor can be reached twenty-four hours a day, seven days per week.

7. Resource Availability On-site

The Contractor must ensure that the resources are on-site and ready to work on time, in accordance with each scheduled work shift.

8. Assignment and Replacement of Resources

8.1 The Contractor must provide a replacement for any resource who:

- a) is unable to provide services as required and scheduled; or
- b) fails to comply with DND's food services and hygiene and sanitation directives or orders in effect.

8.2 Depending on the confirmed requirements and the instructions of the PA, the Contractor must replace his resources no later than two (2) hours after being notified that a resource has left during scheduled working hours or did not show up for the shift.

8.2.1 The Coordinator must notify the PA immediately if a resource is not going to show up for a scheduled shift, and replace them in accordance with clause 8.2

8.3 If a requirement cannot be fulfilled, the Contractor must notify the PA in writing. This notification must be received within two hours of failing to meet the requirement. The PA will file the notices and if the Contractor repeatedly display negligence, carelessness or abuse in failing to meet the requirement set out in this

document, a "Notice of Non-Compliance" (see Annex A2) must be initiated by the PA, and forwarded to the PWGSC Contracting Authority.

9. Contractor's Resources

9.1 If the Contractor requires an individual to work more than the regular hours the Contractor will be responsible to pay for any overtime incurred.

9.2 In the event that a resource employed by the Contractor repeatedly display negligence, carelessness or abuse in failing to meet the requirements set out in Annex A2, a "Notice of Non-Compliance Report" must be initiated by the PA, and forwarded to the Contracting Authority.

9.2.1 In such instances the contractor must instruct the resource prior to their next scheduled shift, to ensure the resource corrects the deficiency. An email will be sent to the PA, explaining the outcome of the discussion between the contractor and their resource.

9.3 A resource/employee of the contractor who has received three (3) notice of non-compliance reports will not be allowed to work in DND kitchens.

10. Resource Training and Requirements

Each resource provided by the contractor must have a Red Seal certification, military QL5 qualification as a Cook or an equivalent combination of training in institutional cooking and related work experience. Prior to commencement of services, the Contractor must ensure each resource has received training and orientation. With permission from the PA, the Contractor may use the PA's facility for up to 32 hours per resource for training purpose. The contractor is responsible for the wage of the resources during the training period.

The contractor's designated coordinator shall present and explain the activities described below to each new resource supplied by the contractor.

- a) Explain the policy regarding parking, visits, and telephone use.
- b) Explain the background, organization and line of reporting to follow (immediate supervisor, etc.).
- c) Visit and familiarize the resource with the area and introduce the resource to the representative and other DND personnel and/or fellow resources.
- d) Provide a general explanation of the tasks to be completed and the resource's assignment.
- e) With the assistance of a qualified person, explain how the kitchen equipment works and the safety precautions to take when using and cleaning this equipment.
- f) In the presence of a qualified individual, explain the production sheet and how to follow established portion control measures. No changes to a recipe are authorized without the approval of kitchen Team Leader
- g) Provide basic training on the WHMIS (Workplace Hazardous Materials Information System) program. The minimum length of training required varies according to the duties of each resource and the number of materials with which he or she is in daily contact. In each case, the Contractor must ensure that the resource has received the appropriate training.

- h) Explain the basic safety rules and the procedure to follow to report a potential accident risk (see Canada Labour Code, Part II).
- i) Explain the procedures to follow in case of fire and point out the location of alarms, protective equipment and fire extinguishers.
- j) Remind the resource of the importance of following hygiene rules and check the resource's knowledge in this area.
- k) Explain the procedure to follow to handle heavy objects and have the resource demonstrate the proper technique.
- l) Explain the hygiene and safety problems encountered in the performance of their duties, with a view to preventing accidents, injuries, infestations and the transmission of disease;
- m) Explain the procedure in the event of an accident and first aid procedures.
- n) Point out the location of the notice board where local directives on safety are posted.
- o) Provide a general explanation on the Food Safety and DND Food Safety Program.
- p) Explain the DND policy and principles regarding harassment in the workplace.
- q) Explain the Contractor's time monitoring methodology and work schedules.

11. Dress

11.1 The Contractor must ensure that the personnel it supplies are properly dressed in a uniform

DND requires all food service support staff to respect the following;

- a) Undergarments must be discreet
- b) No T-shirts must not be worn, except for plain white T-shirt worn under the uniform; and
- c) Jeans must not be worn.

11.2 Resources assigned to meal preparation and Food service must wear:

- a. a uniform (IE-white cotton shirt/blouse, black pants, with no lettering, symbols or designs), as normally used for food services (supplied by Contractor);
- b. a hat or hairnet (supplied by DND); and
- c. an apron (supplied by Contractor)

11.3 The Contractor must ensure that each resource wears the standard footwear required in the food service industry. (Black leather)

Each resource shall wear a pair of closed-toe shoes equipped with a non-slip sole. Running shoes, sandals, and canvas shoes are not allowed.

Colour: Black

12. Time Sheets

12.1 The Contractor must have an effective system for monitoring the hours of work performed by their resources. The system must be able to provide detailed reports of the hours worked by each resource on a daily, weekly and monthly basis. The contractor is fully responsible for all aspects of the time sheets.

Every Monday morning the Contractor must send the PA a copy of the previous weeks' time sheets for verification.

12.2 The PA may at any time request a report from the Contractor in order to verify the hours of work performed by the resources.

12.3 A copy of the time sheets must be submitted with the monthly invoice for the purpose of verifying the hours worked.

13. Facilities and Equipment Supplied by DND

13.1 DND will provide office space to the Contractor upon request for occasional counseling of their personnel. Included in this space will be: a. One (1) standard work table or desk;

- b. One office chair; and
- c. One chair for visitors.

APPENDIX A1 – RESOURCE REQUIREMENTS

GENERAL

At all times, every resource must:

1. Greet and serve customers in a courteous and polite manner.
2. Listen to customer suggestions and complaints and forward them to the Coordinator;
3. Follow reference document guidelines;
4. Report any irregularities related to hygiene and safety to the Coordinator, in order to prevent accidents, injuries, infestations or the transmission of diseases.

QUALIFICATIONS

Red Seal certification, military QL5 qualification as a Cook or an equivalent combination of training in institutional cooking and related work experience

Communicable Diseases: No resource who is known to be infected with a disease likely to be transmitted through food, or showing symptoms of such disease, is to be permitted to work in the kitchens. The Contractor is required to report to the PA when any resource handling food is suffering from a communicable disease or from symptoms, which may be indicative of a communicable disease. Such symptoms could include, but not limited to, jaundice, diarrhea, vomiting, and fever, sore throat with fever, visibly infected skin lesions, and discharge from the ears, eyes or nose. Proof of a clean bill of health must be provided to the PA before the resource(s) will be allowed to return to work in the kitchens. All resources must be double vaccinated against COVID-19.

COOK

Each cook supplied by the Contractor shall be responsible for, without being strictly limited to, the following tasks:

1. Prepares and cooks, presents, and delivers food products and services to diners/clients of the department through in-house food services, dispersed meals, sandwich/salad bars or take out services;
2. Roasts, bakes, grills, fries and boils meat, poultry, fish and vegetables. Prepares salads, pasta, casseroles, rice, vegetables and dressings. Bakes breads and desserts and prepares fruit desserts;
3. Be cooperative and professional with work groups, when dealing with supervisors and co-workers when working under pressure and in challenging environmental conditions (visits from dignitaries, special occasions and/or the preparation of special meals);
4. Informs management regarding production, menus, leftovers, food consumption and shortages, recipe adjustments and equipment malfunctions in order to increase or decrease production
5. Principles and procedures of recipe standardization in order to develop and test new menu items and products;
6. Plan, organize and prepare several types of meals each having multiple components and requiring varied but coordinated cooking times in order to meet tight frames;
7. Use commercial fryers and steamers, compartmentalized steam heated tables, conventional steamers, meat-cutters, mixers, grills, rotisseries, stove-tops, etc.;
8. Transport food and supplies from the storage areas to the work areas;
9. Respond efficiently to unexpected or last minute changes to menu items or number of customers;
10. Use food intelligently, efficiently and economically in order to minimize waste;
11. Operating, cleaning, maintenance and safety procedures for kitchen equipment and tools used daily for food preparation, serving and cleaning;
12. Shrink and expand recipes requiring mathematical skills (fractions, multiplication) often requiring conversion between imperial and metric, often conducted in a noisy environment with many interruptions; and
13. Participate in planning and cooking for special functions that require special and more complex meals. This is often done in addition to normal work load

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File No. - N° du dossier
KIN-1-56108

Buyer ID - Id de l'acheteur
KIN655
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ANNEX A2 - NOTICE OF NON-COMPLIANCE

Notice of: Non-compliance by Resource Non-compliance by Contractor

Name of Contractor: _____

Contractor's Representative: _____

Date and Time of Notice: _____

Rank and Name of Complainant: _____

Kitchen: _____

PWGSC Reference Number:

1. Reason(s) for Notice (Check as appropriate and give details below)

The Contractor was unable to provide the personnel requested.

The Contractor failed to provide the personnel requested on time. The Contractor was unable to replace personnel who did not meet the requirements of the contract

The Contractor failed to comply with some requirements of the contract

The invoices are not in compliance with the terms of the contract

The personnel requested arrived late.

The personnel requested lacked the appropriate training as specified in the statement of work.

The personnel provided, have received three (3) unsatisfactory performance reports

The personnel provided failed to meet the established criteria (dress, deportment, etc.)

No response to a letter

Other (specify): _____

2. Corrective Action Taken

Requested resources replaced by DND employees.

Acknowledgement of a complaint to the Contractor's coordinator

Other: _____

3. Remarks (Give details of non-compliance)

ANNEX "B"

BASIS OF PAYMENT

NOTE: Annex B includes estimated yearly usage and the Extended Price columns. The estimated yearly usage are provided in good faith for evaluation purposes only and does not represent an agreement by the Crown for the estimated level. Upon issuance of the Contract, wording that is italicized will be deleted from Annex B.

The Bidder MUST complete all Pricing Tables in this pricing schedule and include it in its financial bid.

The estimated yearly usage included in this pricing schedule are provided for bid evaluated price determination purposes only and are not to be altered. They are not to be considered as a contractual guarantee.

1. Price must be firm all-inclusive hourly rate (in CAD \$) for the category identified below.
2. The amount quoted must be in Canadian currency and must not include any amount for the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) as may be applicable.
3. Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.
4. The hourly rate are to include ALL applicable expenses, including furnishing of all labour, materials, services, travel time and personnel expenses, to perform the work and are to remain firm for the period of Contract.

"Extras" will not be allowed. It is the responsibility of the Bidder to take into account traffic, weather and other common factors.

Pricing Periods;

Contract Award to 30 June 2023
1 July 2023 – 30 June 2024
1 July 2024 – 30 June 2025

Pricing Table 1 Contract Award to 30 June 2023

RESOURCE CATEGORY	GENERAL DAILY SERVICE				
	# OF PEOPLE	# OF DAYS A YEAR	# OF HRS PER DAY	Hourly Rate	Extended Price
	(A)	(B)	(C)	(D)	(A)X(B)X(C)X(D)
COOK	4	264	7.5		

Pricing Table 2 1 July 2023 – 30 June 2024

RESOURCE CATEGORY	GENERAL DAILY SERVICE				
	# OF PEOPLE	# OF DAYS A YEAR	# OF HRS PER DAY	Hourly Rate	Extended Price
	(A)	(B)	(C)	(D)	(A)X(B)X(C)X(D)
COOK	4	264	7.5		

Pricing Table 3 1 July 2024 – 30 June 2025

RESOURCE CATEGORY	GENERAL DAILY SERVICE				
	# OF PEOPLE	# OF DAYS A YEAR	# OF HRS PER DAY	Hourly Rate	Extended Price
	(A)	(B)	(C)	(D)	(A)X(B)X(C)X(D)
COOK	4	264	7.5		

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File No. - N° du dossier
KIN-1-56108

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ANNEX “C” 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);

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ANNEX "D"

SECURITY REQUIREMENTS CHECK LIST