

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Cabot Place, Phase II
Box 4600
St. John's, NL
A1C 5T2
Bid Fax: (709) 772-4603

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
PWGSC / TPGSC - Nfld. Region
Cabot Place, Phase II, 6th Floor
Box 4600
St. John's, NL
A1C 5T2

Title - Sujet Catering Services - St. John's	
Solicitation No. - N° de l'invitation W0139-16D004/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W0139-16D004	Date 2015-06-23
GETS Reference No. - N° de référence de SEAG PW-\$XAQ-027-6383	
File No. - N° de dossier XAQ-5-38070 (027)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-07-10	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Howell, Amanda	Buyer Id - Id de l'acheteur xaq027
Telephone No. - N° de téléphone (709) 772-4997 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

Solicitation No. - N° de l'invitation

W0139-16D004/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

xaq027

Client Ref. No. - N° de réf. du client

W0139-16D004

File No. - N° du dossier

XAQ-5-38070

CCC No./N° CCC - FMS No/ N° VME

New PDF Solicitation - see attachment.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENT.....	2
THERE IS NO SECURITY REQUIREMENT ASSOCIATED WITH THIS BID SOLICITATION.	2
1.2 REQUIREMENT	2
1.3 DEBRIEFINGS	2
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS.....	3
2.3 ENQUIRIES - BID SOLICITATION.....	3
2.4 APPLICABLE LAWS.....	3
PART 3 - BID PREPARATION INSTRUCTIONS.....	4
3.1 BID PREPARATION INSTRUCTIONS	4
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	5
4.1 EVALUATION PROCEDURES.....	5
PART 5 - CERTIFICATIONS.....	6
5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD	6
PART 6 - RESULTING CONTRACT CLAUSES	7
6.1 SECURITY REQUIREMENTS	7
6.2 REQUIREMENT	7
6.3 STANDARD CLAUSES AND CONDITIONS.....	7
6.4 TERM OF CONTRACT	7
6.6 PAYMENT	8
6.8 INVOICING INSTRUCTIONS	8
6.10 APPLICABLE LAWS.....	9
6.11 PRIORITY OF DOCUMENTS	9
6.12 SACC MANUAL CLAUSES	9
ANNEX "A".....	10
REQUIREMENT/BASIS OF PAYMENT	10
INFORMATION FOR THE CODE OF CONDUCT CERTIFICATION	12

Solicitation No. - N° de l'invitation
W0139-16D004/A
Client Ref. No. - N° de réf. du client
W0139-16D004

Amd. No. - N° de la modif.
File No. - N° du dossier
XAQ-5-38070

Buyer ID - Id de l'acheteur
XAQ027
CCC No./N° CCC - FMS No./N° VME

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no Security Requirement associated with this bid solicitation.

1.2 Requirement

The requirement is detailed under Annex "A" 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.

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>) 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (1 hard copy)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)

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

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

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

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

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

Section I: Financial Bid

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

Section II: Certifications

Bidders must submit the certifications required under Part 5.

Solicitation No. - N° de l'invitation
W0139-16D004/A
Client Ref. No. - N° de réf. du client
W0139-16D004

Amd. No. - N° de la modif.
File No. - N° du dossier
XAQ-5-38070

Buyer ID - Id de l'acheteur
XAQ027
CCC No./N° CCC - FMS No./N° VME

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

-Supplier must be able to provide the services listed in Annex "A" Requirement/Pricing.

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) website.

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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

5.1.3 Rate or Price Certification

SACC Manual clause C0002T (2010-01-11), Price Certification – Canadian Based Suppliers (other than agency and re-sale outlets)

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 this Contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2014-11-27), General Conditions - Goods (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 04 August 2015 to 19 August 2015 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Amanda Howell, A/Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch
The John Cabot Building, 7th floor
10 Barter's Hill, P.O. Box 4600
St. John's, NL A1C 5T2

Telephone: (709)772-4997
Facsimile: (709)772-4603
E-mail address: amanda.howell@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority

Solicitation No. - N° de l'invitation
W0139-16D004/A
Client Ref. No. - N° de réf. du client
W0139-16D004

Amd. No. - N° de la modif.
File No. - N° du dossier
XAQ-5-38070

Buyer ID - Id de l'acheteur
XAQ027
CCC No./N° CCC - FMS No./N° VME

The Project Authority for the Contract is: (To be completed at Contract award).

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

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

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

6.5.3 Contractor's Representative **[To be completed by Offeror.]**

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

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

6.6 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 unit price, as specified in Annex "A" for a cost of \$ _____.
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 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

6.7.3 SACC Manual Clauses

SACC Manual Clause C0100C (2010-01-11), Discretionary Audit – Commercial Goods and/or Services

6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Invoices must be distributed as follows:

Solicitation No. - N° de l'invitation
W0139-16D004/A
Client Ref. No. - N° de réf. du client
W0139-16D004

Amd. No. - N° de la modif.
File No. - N° du dossier
XAQ-5-38070

Buyer ID - Id de l'acheteur
XAQ027
CCC No./N° CCC - FMS No./N° VME

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

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2014-11-27), General Conditions – Goods (Medium Complexity);
- (c) Annex A, Requirement/Basis of Payment;
- (d) Annex B, Information for Code of Conduct Certification;
- (e) the Contractor's bid dated _____ (*insert date of bid*).

6.12 SACC Manual Clauses

SACC Manual Clause B7500C (2006-06-16), Excess Goods

ANNEX "A"

REQUIREMENT/BASIS OF PAYMENT

Requirement:

The Department of National Defence in St. John's, Newfoundland, Canada has a requirement for catering services as detailed below for the period of 04 August 2015 to 19 August, 2015.

Basis of Payment: [To be completed by Offeror.]

BREAKFAST

- 55 portions daily to be picked-up at 0600 hours
- Must include:
 - Scrambled Eggs
 - Bacon or sausage
 - Home fries
 - Beans
 - Coffee
 - Milk, 1 per person
 - Juice, 1 per person

PRICE PER PORTION: \$ _____ x 55 = TOTAL \$ _____

LUNCH

- 55 portions daily to be picked-up at 1100 hours
- Must include:
 - Hot meal (Choice of Homemade Turkey Dressing Sandwich; Homemade Turkey Sandwich regular mayonnaise; Ham & Cheese Sandwich; Egg Salad Sandwich; Roast Beef Sandwich)
 - Soup
 - Salad
 - Milk, 1 per person
 - Juice, 1 per person
 - Cookie

PRICE PER PORTION: \$ _____ x55 =TOTAL \$ _____

SUPPER

- 55 portions daily to be picked-up at 1530 hours
- Must include:
 - Hot meal (Choice of Roast Turkey, dressing, mashed potatoes, carrots, peas, gravy, rolls and cranberry sauce; Chicken Fettucini; Meatloaf and Fries or mashed potato, peas, carrots; Chicken Stir Fry and rice; Roast Beef, mashed potatoes, carrots, peas, gravy, rolls; Homemade macaroni and cheese, rolls).
 - Starch (rice, potato or pasta)
 - Vegetables

Solicitation No. - N° de l'invitation
W0139-16D004/A
Client Ref. No. - N° de réf. du client
W0139-16D004

Amd. No. - N° de la modif.
File No. - N° du dossier
XAQ-5-38070

Buyer ID - Id de l'acheteur
XAQ027
CCC No./N° CCC - FMS No./N° VME

-
- Milk, 1 per person
 - Juice, 1 per person
 - Cookie

PRICE PER PORTION: \$ _____ x55 =TOTAL \$ _____

****NOTES:**

- **No catering required for Breakfast and Lunch from 14-18 August 2015.**
- **Catering meals will be reduced from 55 to 45 portions on Saturdays and Sundays (8-9 August and 15-16 August 2015).**
- **The Unit will supply hay boxes to be filled with the meals which will be picked up by them at 0600 hours; 1100 hours; and 1530 hours each day, where applicable.**

Solicitation No. - N° de l'invitation
W0139-16D004/A
Client Ref. No. - N° de réf. du client
W0139-16D004

Amd. No. - N° de la modif.
File No. - N° du dossier
XAQ-5-38070

Buyer ID - Id de l'acheteur
XAQ027
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

INFORMATION FOR THE CODE OF CONDUCT CERTIFICATION

MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

3. For a Joint Venture - the names of all current members of the Joint venture;

4. For an individual - the full name of the person;
