

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067

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

<b>Title - Sujet</b> Food Services	
<b>Solicitation No. - N° de l'invitation</b> W8160-140058/A	<b>Amendment No. - N° modif.</b> 002
<b>Client Reference No. - N° de référence du client</b> W8160-14-0058	<b>Date</b> 2015-07-10
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-650-6605	
<b>File No. - N° de dossier</b> KIN-4-42173 (650)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-07-20</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Rombough, Lori	<b>Buyer Id - Id de l'acheteur</b> kin650
<b>Telephone No. - N° de téléphone</b> (613) 545-8061 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

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

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kin650

CCC No./N° CCC - FMS No/ N° VME

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SEE ATTACHED

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## AMENDMENT #002

The intent of this amendment is to:

- provide questions and answers raised by potential bidders at the Site Visit/Bidders' Conference held on 23 June 2015; and
- revise some portions of the Request for Proposal (RFP) document.

Representatives from the following companies were in attendance at the Mandatory Site Visit and Bidders' Conference:

1. Brown's Fine Food Services Inc.: Rita Bairos, Glen Livingston and James Snow

2. ESS Support Services Worldwide (Compass Group Canada): Matthew McKelvie and Michael Fernandes

Representatives from Department of National Defence (DND) and Public Works Government Services Canada (PWGSC):

1. Major Lee Boes
2. Major Marlene Bilodeau
3. Major Mark Nicholls
4. Marg Tebbutt
5. Lori Rombough

### **Bidders' Conference**

Introductions of all attendees

Explanation provided for:

- The roles of DND attendees with respect to the contract and PWGSC's involvement
- The enquiry period for submitting questions, why written questions are required, how they are responded to and it was noted that any changes to the RFP content must be made in a formal amendment. NOTE: the number of days under Part 2, 2.4 Enquiries – Bid Solicitation will be reduced from 20 to 10 calendar days (see Deletions & Insertions section within this document).
- The RFP evaluation process and who is involved (DND personnel). PWGSC is responsible for financial analysis and does not provide any prices to the evaluation team until they have completed the process and all evaluation paperwork has been reviewed by PWGSC.
- Emphasis was placed on the importance of reviewing and responding to all mandatory requirements carefully to ensure a compliant proposal. References: Part 4, 4.1.1.1 (Mandatory Requirements), 4.1.1.2 (minimum overall required score under the Point Rated Technical Criteria) and 4.1.2.1. (Mandatory Financial Criteria).
- Bidders must possess the required security clearance at bid closing.
- Certifications (Reference: Part 5) may be submitted at the time of bid or before contract award.
- The Task Authorizations (TA) process: when they are required (dispersed meals and catering requirements), who has the authority to issue to the contractor (the Project Authority) and that each TA must be invoiced separately (the invoicing requirement has been added to the RFP...see Deletions & Insertions section within this document).
- Transition Period clause (reference Part 7, #7.4.3)
- Liquidated Damages clause (reference Part 7, #7.7.2)

Non-Public Funds (NPF) were addressed in the Statement of Work to advise bidders this is a potential source of revenue however, it is not taxpayer's money and therefore, not part of this contract. It was emphasized all NPF functions must be invoiced to the initiating authority (usually, the Mess Manager).

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The Transaction and Payment System currently owned by DND is in the process of replacement. This may not be completed by contract commencement and bidders were advised they will need to provide a credit card/interac machine.

If there are any omissions or additions resulting from the kitchen equipment inventory, a contract amendment will be issued to reflect the changes.

Bidders are encouraged to review the General Terms & Conditions 2035, Supplemental General Conditions 4012 and all clauses incorporated by reference: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Within Annex "D", **D2. All Risk Property Insurance:** a response is pending from PWGSC's Real Property division regarding the value to be included in this clause.

Items have been added to the "**a-la-carte**" prices within Annex "B" and Attachment 1 to Part 4: lunch and dinner – sandwich bar and yogurt.

### **DELETIONS & INSERTIONS**

#### **#1. UNDER: PART 2 - BIDDER INSTRUCTIONS**

##### **#1a. Within: 2.1 Standard Instructions, Clauses and Conditions:**

Delete: The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Insert: The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

##### **#1b. Within: 2.4 Enquiries - Bid Solicitation**

Delete: All enquiries must be submitted in writing to the Contracting Authority no later than 20 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### **#2. UNDER: PART 7 - RESULTING CONTRACT CLAUSES**

##### **#2a. Within: 7.2.1 General Conditions:**

Delete: 2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Insert: 2035 (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

##### **#2b. Within: 7.8 Invoicing Instructions**

Insert in 1: A separate invoice for each Task Authorization must be prepared.

Insert: 3. Invoices are to be submitted no later than 15 days after the end of the month.

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**#2c. Within: 7.11 Priority of Documents:**

**Delete:**

- (c) the general conditions 2035 (2014-09-25), General Conditions - Higher Complexity - Services;

**Insert:**

- (c) the general conditions 2035 (2015-07-03), General Conditions - Higher Complexity - Services;

**#3. UNDER: ANNEX "A" - STATEMENT OF WORK**

**#3a. Within: 2.1 Scope of services, 2.1.1 Meal services**

**b) Days and hours of operation**

Insert: The kitchen is typically closed on statutory holidays and may be closed over the weekend if the holiday occurs on a Friday or Monday. Should this situation occur, the Contractor will receive a minimum 2 week notification from the TA.

**#3b. Within: 2.2 Contractor's responsibilities, 2.2.3 Equipment and Facilities**

**a) Equipment**

Delete: Responsibilities of the Contractor:

The Contractor must purchase of all new equipment it determines to be necessary (including computer equipment). Exceptions include the replacement of DND provided equipment (reference 2.3.2) deemed by DND to have reached the end of its life cycle.

Insert: Responsibilities of the Contractor:

The Contractor must purchase of all new equipment it determines to be necessary (including computer equipment). Exceptions include the replacement of DND provided equipment deemed by DND to have reached the end of its life cycle.

The Contractor must provide a credit card/interac machine.

**b) Consumables, Linens and Small Wares**

Responsibilities of the Contractor:

Delete: The Contractor must provide, at its own expense, any consumables (including packaging required for box lunches), all linens and additional small wares.

Insert: The Contractor must provide, at its own expense, any consumables (including packaging required for box lunches), all linens (with the exception of crested linen which will be provided by DND) and additional small wares.

**#4. UNDER: ANNEX "B" - BASIS OF PAYMENT – Delete in its entirety & insert:**

All pricing herein are firm, exclusive of applicable taxes, in Canadian funds. Total price for breakfast , lunch or dinner and dispersed meals are based on –the Standard Meal Entitlement Pattern and Portion Size Standard (reference Appendix 1 to Annex "A").

**Pricing Periods:**

Year #1 - 01 August 2015 to 31 July 2016  
Year #2 - 01 August 2016 to 31 July 2017  
Year #3 - 01 August 2017 to 31 July 2018

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Year #4 (Option Period #1) - 01 August 2018 to 31 July 2019  
Year #5 (Option Period #2) – 01 August 2019 to 31 July 2020

**PRICING BASIS “A” REGULAR MEALS**

Payments will be made based on firm total price per meal consumed (within the Entitlement allowance), or a-la-carte price for individually-paid consumption. The Contractor’s prices for items 1.2 and 2.2 must not exceed the DND entitlement meal rate which is equal to the meal expenses provided in Appendices C of the [National Joint Council Travel Directive](#)

<b>1. Breakfast</b>	<b>Year #1</b>	<b>Year #2</b>	<b>Year #3</b>	<b>Year #4</b>	<b>Year #5</b>
<b>1.1 "a-la-carte" Price</b>					
Fruit	To be filled in at contract award				
Juice					
Entree - cereal hot and ready-to-eat					
Breakfast meat					
Entree - eggs any style					
Cheese					
Yogurt					
Starch					
Vegetable					
Baked Product					
One hot Beverage					
One cold Beverage					
Condiments (eg. salt, pepper, jam, butter, syrup)					
<b>1.2 Total Breakfast Price</b>					

<b>2. Lunch or Dinner</b>	<b>Year #1</b>	<b>Year #2</b>	<b>Year #3</b>	<b>Year #4</b>	<b>Year #5</b>
<b>2.1 "a-la-carte" Price</b>					
Soup	To be filled in at contract award				
Main Entree					
Starch Item					
Cooked Vegetable					
Salad Bar - 6" Plate					
Fruit					
Sandwich Bar					
Dessert item					
Yogurt					
Bread Product					
One hot Beverage					
One cold Beverage					
Condiments					
<b>2.2 Total Lunch or Dinner Price</b>					

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**Pricing Basis "B" DISPERSED MEALS**

The Contractor has provided firm unit prices

1. Dispersed Meals	Year #1	Year #2	Year #3	Year #4	Year #5
Total Boxed Breakfast Price	To be filled in at contract award				
Total Boxed Lunch or Dinner Price					

**C. OTHER CHARGES – Catering Requirements**

Catering requirements should be quoted using the a-la-carte prices detailed in Pricing Basis "A". Any items not listed in Pricing Basis "A" will be at the Contractor's cost plus markup.

The Contractor has provided firm percentages

Catering	Year #1	Year #2	Year #3	Year #4
Markup on a-la-carte items not listed in Pricing Basis "A"	To be filled in at contract award			
Gratuity Rate (applicable only to full table service)				

**D. TRANSITION PERIOD**

A daily rate will be used for the transition period as detailed in Part 7, 7.4.3.

The Contractor has provided firm daily rate of **To be filled in at contract award**

**#5. Under: Attachment 1 to Part 4:** see attached spreadsheet.

**All other terms and conditions remain unchanged.**