



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des soumissions -
TPSGC**

11 Laurier St. / 11 rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

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

Commercial Acquisitions & Fast Track Procurement
Div/Div des Acquisitions commerciales et achats en
régime accéléré

11 Laurier St. / 11 rue Laurier

6A2-16, Place du Portage

Phase III

Gatineau

Québec

K1A 0S5

Title - Sujet Meal Kits	
Solicitation No. - N° de l'invitation W8561-180019/B	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client DRMIS 920M #13918324	Date 2018-05-24
GETS Reference No. - N° de référence de SEAG PW-\$\$PD-150-74877	
File No. - N° de dossier pd150.W8561-180019	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-06-01	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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: Fulham, Veronique	Buyer Id - Id de l'acheteur pd150
Telephone No. - N° de téléphone (819) 420-5332 ()	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

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This amendment is raised to;

1. **Answer questions raised by the Industry;**
2. **Modify Part 4- Evaluation and Basis of Selection, article 4.2 Basis of Selection, sub-article 4.2.1 Basis of Selection- Minimum Point Rating, point 1.c;**
3. **Modify Annex A Part 1- General Meal Kit Requirements, article 1. Requirement, sub-article 1.2; and**
4. **Modify Annex A Part 1- General Meal Kit Requirement, article 3. Scope, sub-article 3.1 Meal Kit Contents**

1. **Answer questions raised by the Industry;**

Question #001:

In Appendix 1 Table 1 1.2 – Notes for guidance, the table states “true representation” of the samples. The question is regards to packaging not contents. The entrees themselves are compliant with Annex A Part 4 – Food Item Characteristics and Evaluation and are “true representation”. The clarification is regarding the retort pouches. The material and construction of two sample retort pouches exceeds MIL-PRF-44073G, but the dimensions and colour are different. If awarded the contract, the production of the retort pouches would be as per Annex A Part 2 – Meal Kit Specifications 1.3.2. As samples were compliant as it was during the last tender.

Answer #001:

The area that mentions “true representation” was included in RFP/A but was in a different location (can be found in Appendix 1- Evaluation Procedures and Basis of Selection, article 1. Technical Evaluation, sub-article 1.1 Part 1: Mandatory Criteria, point c). The language remains the same, it was simply moved to a different location in Appendix 1 for RFP/B.

Question #002:

4.1.1.2 c. We are invited to submit additional menu items. “All menu items will be evaluated and the qualified menu items with the highest average resulting scores per category will be considered.”

Question: There is nowhere the language “extra” anymore for the additional menu items. Do we distinguish in our paperwork which are additional menu items?

Answer #002:

Labelling of “extra” menu items is not absolutely necessary, since any and all menu items submitted and approved may ultimately end up on the Approved Menu Item List and within the first order.

Question #003:

6.5.3 “Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shows as a separate item on the Contractor’s invoice.”

Question: If we are being evaluated in the Financial Bid as per 4.1.2 “The price of the bids will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra.” Then why the requirement of “Shipping charges must be shows as a separate item on the Contractor’s invoice.” We are being asked to bid per meal kit type with DDP included (30 locations across Canada) and then on the invoice pull out this shipping charge number?

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Answer #003:

DND does not require shipping be separated on any invoices. The burden is far too onerous to manage for both the Contractor and DND. Although as per solicitation amendment 001, for the initial order:

"Multiple Shipments

As there may be additional costs related to the staggered fulfillment of the initial order, Bidders who intend to deliver order no. 1 in multiple shipments must provide pricing (if any) to account for this logistical burden (Logistics Surcharge/ Shipping). This line item will be included in the evaluation."

Question #004:

Annex A Part 1 – General Meal Kit Requirements

Part 1.2 The table shows for 9 meals one (1) Non-vegetarian Breakfast and two (2) vegetarian breakfast. Should that not be the other way around to maintain a 1/3 vegetarian ration in the overall case of meals?

Answer #004:

DND Technical Authority removed the 1/3 vegetarian within the Statement of Requirement and replaced with specifics since wording was too challenging to reconcile for all the potential case sizes. See change 3. of this solicitation amendment for further clarification.

Question #005:

Appendix 1 – Mandatory Criteria Table 1 2. Quality Assurance.

1. The Bidder must provide a stamped and signed CFIA certificate, or certificate from an equivalent food inspection authority, demonstrating that: Each of the 31 menu items specified at Mandatory Technical Criteria 1 must meet all the quality assurance requirements of Annex A Part2, 1. Canada will not accept a statement or form letter.

2. Question: Please advise how this is to be done? How can CFIA or other authority determine whether a sample "must meet all quality assurance requirements of Annex A Part 2,1"?

3. As per Annex A Part 2, 1.1.1 CFIA or other authority only inspects and stamps the products that contain meat, meat products etc. Do we have to get them to issue a CFIA certificate for all the non-meat products like energy bars, drinks etc. Not sure how that would be done.

Answer #005:

DND Technical Authority confirms that CFIA should reference the wording of Annex A Part 1, para 1.1- which specifies applicability to meat products.

Question #006:

6.11 Liquidated Damages

If the Contractor fails to deliver the goods within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$ 14,000.00 for each calendar day of delay. The total amount of the liquidated damages must not exceed 20 percent of the contract price.

It then goes on to say this is not a penalty. Not sure how this can be interpreted as anything BUT a penalty.

What if a truck breaks down or a road washes out or any number of unforeseen circumstances that may delay a shipment?

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Is this for each delivery date or? Has a problem come up previously that this has not been inserted that we should know about?

This needs some interpretation please.

Answer #006:

The amount of \$14,000.00 represents the cost associated with feeding the Cadets per day if the Contractor fails to manufacture and deliver the meal kits in time in accordance with the contract.

Canada, at its own discretion, may consider waiving the Liquidated Damages for unforeseen circumstances.

The Meal Kits liquidated Damages are calculated as follows:

Kits / # Days = Kits per day

250,000 Meal Kits / (Sept to Feb. 2019) 180 days = 13,890.00 Meal Kits per day

\$ = # Kits per day X Meal Kit average Cost per Meal Kit

1,389 Meal Kits per day X \$10.00 (average estimated cost) = \$13,890.00

Question #007:

This question is for the condiment package. You have now added Catsup, Mustard and Hot Sauce which was not in the original tender.

This changes things for getting supplies and the cost factor.

These items were not included originally and are not a standard on every meal. For example you don't use Catsup with Creamy Spinach Fettuccini or hot sauce with Oatmeal.

There are MRE Catsup and Mustard as well as BBQ with 36 Month Shelf Life but are special order. Other option is to use commercial grade single serve pouches like the ones you get in fast food restaurant.)

Normally 12- 18 month shelf life)

Let me know how to address this

We are exploring our options but this has added another wrinkle in the supply chain that adds time and money to the overall bid.

Would like some feedback and clarification and consideration on these for the initial order timing.

Answer #007:

DND did not realize these were special order items. However, DND does indeed want the ketchup and hot sauce but will now delete the mustard.

One package Ketchup and One package of Hot Sauce per Meal Kit per Case. This means that a Case of 9 should include 9 packages of each; a Case of 12 should include 12 packages of each – to keep it the most simple.

Condiment Packets may be added separately within each Case; they do not need to be included within the Condiment Package.

DND will not accept the commercial grade products – only because the shelf-life does not match the rest of the Meal Kit items within the same Case. Otherwise, the size and style of the pouches are acceptable.

Question #008:

In reference to 4.2. Reference Project. : Do the reference shipments have to be of the same type of Meal Kit product that is being proposed to fulfill this requirement?

Answer #008:

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Shipments would be for a similar product, as defined as for fit human consumption - not necessarily of Meal Kits.

Question #009:

Can you please check with the client if the specs exceed MIL-PRF-44073G could be it used in the production of meal kits if awarded the contract?
In other words, would a superior spec to MIL-PRF-44073G be approved for the complete meal kits for delivery to the locations?

Answer #009:

If any specifications that "meets or exceeds", including MIL-PRF-44073G, that would be acceptable.

Question #010:

With regards to the clause for Liquidated Damage:

If 90+% arrive prior to the specified date of delivery and say 5 or even 10% are late, will the entire \$14,000 penalty be imposed or is it prorated to the meals that are late?

I understand the reasoning that we don't want the cadets without food, but if only a portion was late is there an accommodation on the amount?

Answer #010:

DND has considered your request and the requirement remains the same. The specified quantities that are required to the 30 sites are critical in the delivery of the Cadet Training program. The initial order required for the program has already been broken down to 3 delivery dates, 100,000 for September 7, 100,000 for October 1, and 50,000 for November 1, 2018 for a total of 250,000. Therefore, the amount of \$14,000.00 for each calendar day of delay will remain unchanged.

2. Modify Part 4- Evaluation and Basis of Selection, article 4.2 Basis of Selection, sub-article 4.2.1 Basis of Selection- Minimum Point Rating;

Part 4- Evaluation and Basis of Selection, article 4.2 Basis of Selection, sub-article 4.2.1 Basis of Selection- Minimum Point Rating, point 1.c is hereby deleted in its entirety and replaced with the following:

Insert:

every food item for Breakfast Entrée, Lunch and Dinner Entrée, and Side Dishes proposed must achieve the required minimum average score of 3.50, for each of the evaluated rated criteria (Flavour, Texture and appearance) and a required minimum aggregate total score of 8.00 for the aggregated criteria.

3. Modify Annex A Part 1- General Meal Kit Requirements, article 1. Requirement, sub-article 1.2;

Annex A Part 1- General Meal Kit Requirements, article 1. Requirement, sub-article 1.2 is hereby deleted in its entirety and replaced with the following:

Insert:

The Contractor must provide both vegetarian breakfast entrées and vegetarian lunch and dinner entrées in ratios as follows, depending on Case sizes:

	Case Sizes	9	12
Breakfast	Non-vegetarian	1	2
	Vegetarian	1	2

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	DND to select Best Available Option and Advise	1	
Lunch and Dinner	Non-vegetarian	4	5
	Vegetarian	2	3

4. *Modify Annex A Part 1- General Meal Kit Requirements, article 3. Scope, sub-article 3.1 Meal Kit Contents;*

Annex A Part 1- General Meal Kit Requirements, article 3. Scope, sub-article 3.1 Meal Kit Contents is hereby deleted in its entirety and replaced with the following:

Insert:

Each Meal Kit, whether Breakfast and, Lunch and Dinner must contain all of the following:

1. One 227g (or 8 oz) Entrée in retort pouch;
2. One Side Dish in retort pouch;
3. One Dessert (for Lunch and Dinner meal kits only);
4. One Spread;
5. One shelf stable bread or cracker;
6. One energy drink mix;
7. One instant hot cocoa beverage;
8. One shelf-stable energy bar (for Lunch and Dinner meal kits only); and
9. One Condiment Pack in cellophane containing:
 - a) One 150mm (or 6 inch) plastic spoon;
 - b) One salt package;
 - c) One pepper package;
 - d) One moist towelette;
 - e) One napkin;
 - f) Catsup; and
 - g) Hot Sauce

One package of Catsup and one package of Hot Sauce per Meal Kit per Case. A Case of 9 Meal Kits must include 9 packages of both Catsup and Hot Sauce. A Case of 12 Meal Kits must include 12 packages of both Catsup and Hot Sauce. Condiments may be added separately within each Case; they do not need to be included within the Condiment Package.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.