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**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

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
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Montréal
Québec
H5A 1L6

Title - Sujet Cafeteria food service	
Solicitation No. - N° de l'invitation 47419-211264/A	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client 47419-211264	Date 2020-06-22
GETS Reference No. - N° de référence de SEAG PW-SMTA-490-15734	
File No. - N° de dossier MTA-0-43007 (490)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-06-29	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Sirois, Richard	Buyer Id - Id de l'acheteur mta490
Telephone No. - N° de téléphone (514) 718-5993 ()	FAX No. - N° de FAX (514) 496-3822
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

AMENDMENT 003

This amendment is required to provide a questions/answers and amend the request of proposal.

1) QUESTIONS AND ANSWERS

- Q1. On page 8 of 75, you specify the meal-days of the last 5 years, which range from 47,738 to 56,026. Would it be possible to confirm that the projected annual average over the next 5 years is 82,950 (316 rooms x 75% x 350 days) (shown on page 24 of 75) or is it the average of the last 5 years?
- A1. This is the average of the last 5 years and this average is not a forecast of the projected average for the next 5 years.
- Q2. During the Covid-19 pandemic period, and before a vaccine arrives, should we consider the risk of a meal-day volume decrease in the event of a Covid-19 case being reported?
- A2. See Appendix A point 3. (k), point 5.6 and Appendix B Part 2.
- Q3. Given that the CBSA has been closed since last March, is it possible that a similar situation could arise again before a vaccine to treat the Covid-19 virus arrives?
- A3. See Appendix A point 3. (k), point 5.6 and Appendix B Part 2.
- Q4. Are there any anticipated compensatory measures in the event of the closure of the CBSA due to Covid-19 for food losses and the paid hours of our employees?
- A4. See the General Conditions 2010C point 20 - Suspension of work.
- Q5. Will room service during the Covid-19 period be provided for throughout the pandemic period?
- A5. Room service could be requested, according to Public Health guidelines.
- Q6. Will the contractor's employees be tested by CBSA every day before going to work during Covid-19?
- A6. No. The employer is responsible for its employees.

Q7. On page 4 of 75, section 1.1.1, it is stated that if the proposed staff in the bid are not deemed suitable as a result of the CBSA security screening process, the bidder will be found to be non-compliant and will be rejected. Does this measure apply to all of the candidates nominated by the Appendix F bidder?

A7. Point 1.1.1 was removed from the Request for proposal (See section 2, Modification of the request of proposal (RFP)).

Q8. On page 73 of 75, do the bidder's Appendix F nominees necessarily have to be the successful candidates to start services at the CBSA?

A1. Yes, however, if a person is no longer available, the replacement will have to be assessed by the technical authorities and to submit to the pre-established criteria.

Q9. On page 20 of 75, article 6.7.2, the minimum value of the contract is 5% of the maximum value of the contract. Is it 5% of the maximum value on an annual basis or is it 5% of the cumulative total value for the 5-year period?

A9. The first contract will be for a period of 2 years. So the 5% is calculated on the value of 2 years. If an amount must be paid at the end of the 2 years, it will be the value of 5% minus the sums already paid during the current contract. If the value is 0 there will be no amount paid.

If an option year is used, the 5% will then cover the value of 3 years and so on.

Q10. If 5% is the maximum annual value, it should be understood that the maximum compensation provided by the CBSA will be 54,469 meal-days (see table page 8 of 75) x 5%, or 2,723

A10. It is not a meal day value, it is the total value of the contract at the time of signing.

Q11. On page 1 of 6 of the responses to the bidders' questions we have on June 9, 225 employees and approximately 75 contract employees are identified.

Could you confirm that all of these employees will be on site during the pandemic period? If not, is it possible to know what % is expected?

A11. It is not possible to confirm the number of people who will be present on the site.

- Q12. On page 45 of 75, please note that the number of clients for the coming week will usually be provided to us the previous Friday. If the number of clients on the site is within the number submitted by the CBSA, can the contractor charge the difference in the event that the CBSA has not been notified?

(Example: 150 clients submitted by the CBSA Number of actual clients: 50 Difference: 100 clients).

A12. No, the number of clients served will be charged.

- Q13. Page 9 of 75, Article 2.7: Please confirm that our understanding of the term "Meal-day" is defined as follows: a series of meals for a single resident that includes dinner (also called dinner), breakfast, morning coffee break, lunch (also known as lunch) and afternoon coffee break. In other words, the definition of "Day/Meal" includes a total of 3 meals and 2 snacks PER PERSON. Is that correct? Can the contents of a lunch box be one of the "meals"?

A13. A meal-day includes 3 meals and 3 snacks. A lunch box is considered a meal.

- Q14. Page 24 of 75, Article 2, Please confirm:

a) if the 316 rooms are single or double rooms?

A14 a) They are single rooms.

b) The length of stay of clients?

A14 b) The length of stay depends on the type of training activity.

c) Do residents have to eat on site for every meal and coffee break or can they eat outside?

A14 c) Residents do not have to eat on site and can eat outside.

d) Please describe the meal and/or coffee break system? (Does each resident have a coupon worth X\$ to spend, regardless of whether they eat on-site or off-site?)

A14 d) Clients choose a package with or without meals. The packages are managed by the Client Services team. See Appendix A, point 11.

e) Can residents eat in their rooms (Are the rooms equipped with kitchens?)

A14 e) See Appendix A point 4. f). Only the 3 suites have kitchenettes. These suites are usually reserved for VIPs.

f) What has been the residential occupancy rate over the past 5 years?

A14 f) See page 8 of the Request for Proposal.

- Q15. Page 24 of 75, Section 3(c): What are the service requirements for canteen services? Menu offer? Etc.

A15. See Amendment 2, page 7 of 7.

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- Q16. Page 26 of 75, Article 4: What percentage of clients ask for a second serving?
- A16. It is not possible to give the percentage of clients who ask for a second serving.
- Q17. Page 26 of 75, Article 4(g): What percentage of clients require an "adapted menu"? What is typically this "adapted menu"?
- A17. It is not possible to provide this information as these individuals report their needs directly to the Chief upon arrival at the College.
- Q18. Page 26 of 75, Article 4(i)/Amendment #2: Although we understand that the catering volume is "negligible", can you confirm whether CBSA has introduced new policies and/or restrictions on catering services under the pandemic?
- A18. Restrictions are given by Public Health.
- Q19. Page 29 of 75, Article 4(t): Please confirm the list of names of authorized organizations for the delivery of surplus food.
- A19. It is up to the contractor to inform the project manager of the list of organizations with which he or she is dealing.
- Q20. Page 33 of 75, Article 5.6: in the "Emergency Plan" section, you detail the Supplier's obligations in the event of an emergency. Who will be required to pay the potential costs for carrying out such an emergency plan?
- A20. See Appendix B. Part 2.
- Q21. Page 33 of 75, Article 5.6: In the section "Articles to be provided in case of emergency (fire)" you list items that the supplier must "provide". Is it a list of items "to be provided" or "to have at its disposal"? Are you talking about food reserves?
- A21. We do not have to interfere in food management. It is up to the supplier to determine the extent to which they will be able to provide, within two hours of the project manager's verbal notice, the list of items listed in Section 5.6.
- Q22. Page 35 of 75, Article 6: Please confirm the distribution of meals by service (lunch; dinner etc.). In addition, please confirm the number of transactions that can be made during service hours for evening training.
- Q22. This is impossible to assess. However, in the last two years, the number of evening training has been negligible. It is impossible to estimate the number for the future.
- Q23. Page 35 of 75, Section 7: Under the current pandemic context, does the CBSA and PWGSC recognize and accept that this section cannot be fully complied with?
- A23. Public Health guidelines will prevail over section 7 of Appendix A page 35.

- Q24. Page 41 of 75, Article 9: Please confirm the number and type of "special services" that the supplier may be asked to offer over a normal year.
- A24. These requests are mostly requests for beverages and coffee breaks. It is impossible to confirm the exact number.
- Q25. Page 43 of 75, Article 9(e): Please confirm the number of BBQ events that the supplier may be asked to serve over a normal year.
- A25. The number of BBQs per year is negligible.
- Q26. Page 43 of 75, Article 9(f): You say that "Services a,b,c, and f must include water, coffee and tea services". Is there a typo in relation to the reference to the "f"?
- A26. This is indeed a mistake. Instead, the statement should read: Services (a) and b) should include water, coffee and tea services.
- Q27. Page 45 of 75, Section 11(g): Does the CBSA give reasonable notice to confirm occupancy rates (up or down)?
- A27. See Appendix A. Section 11.
- Q28. Page 46 of 75, Article 12 - definition given to the term "non-residents": Please confirm in what context "only certain meals and coffee breaks" will be paid by the CBSA for this category of clients?
- A28. These are residents who come to the College for one day only and who do not reside at the College.
- Q29. Page 50 of 75, Table (a) - Please explain to us why the morning and afternoon coffee break services are detailed in the "Meal/day" price versus the Table (d) of that same section?
- A29. Table A: cafeteria and canteen menu requirements.
Table D: coffee breaks served outside of the cafeteria.
- Q30. Page 51 of 75, Table (d) - Buffet-style catering services: We understand that this table must be completed with 4 cold choices and 6 hot choices, in accordance with Article 9(a) of the tender.
- a) Please confirm that this understanding is accurate.
A30 a). Yes.
- b) How will the evaluation committee be able to compare the proposed menus between suppliers?
A30 b). Menus will not be compared between suppliers, but will need to be approved in advance by the project manager, according to Appendix A point 5.7.
- c) Please explain why the column price (b) should be deducted from the maximum total value (column c)?
A30 c). The price of Column B is already included in the price of the resident's meal day. See explanation in Appendix B.1.

- Q31. Page 54 of 75; 57 of 75 and 60 of 75, Tables (d) - Buffet style catering services: Since the maximum total value is prescribed, and that the planned price revisions are firm for the first 2 years and then adjusted at a rate between 1.95% and 1.99% per subsequent year, will the CBSA adjust these prices to reflect the expected increases in the CPI in order not to compromise the quality of services offered for this category of service?
- A31. It is up to the supplier to submit a menu with knowledge of the market, without compromising the quality of the food and service.
- Q32. Can we have a detailed infrastructure plan and a list of facilities?
- A32. See Appendix A.1. for the list of equipment. A detailed infrastructure plan is included as an attachment.
- Q33. Is it possible to have a monthly breakdown of the number of residents of the last two years?
- A33. Yes. See section 2- Modification of the request of proposal (RFP).
- Q34. What happens if no bidder responds in accordance with the tender?
- A34. If the need is still requested by the client, there will be a second request for proposal.
- Q35. Are there any improvements planned for facilities and equipment? What happens if facilities are found to be non-compliant by MAPAQ?
- A35. We are not aware of the projects and the budget planned for the replacement of equipment and the improvement of the facilities. The CBSA is responsible for repairs to equipment it owns, and the service provider still has an obligation to use the equipment in accordance with the manufacturer's recommendations.
- Q36. Are the current supplier/processor employees unionized?
- A36. We do not have the information. Employee management is the responsibility of the employer.
- Q37. Can we have plans for the canteen facilities in the entrance to the CMF?
- A37. Yes. The plans is in attachment.
- Q38. Page 36/77 WITHIN 30 DAYS AFTER THE CONTRACT IS AWARDED, THE CONTRACTOR MUST PROVIDE WRITTEN PROOF THAT IT HAS SIGNED AN AGREEMENT WITH AT LEAST TWO (2) CATERERS IN THE EVENT THAT: We

request that the 30 days be changed to "a reasonable time" or "90 days" after the contract is signed. This request is made because with the uncertainties of the Covid-19 situation caterers may not be in a position to commit to a formal agreement until the operating environment is certain.

A38. No. The 30-day period will remain unchanged.

Q39. Page 11 of 75, article 4.1.2, point #1: In the second point you indicate that the evaluation provides for 5% of the points which will be attributable to the Evening Supplement training for residents. How does this point translate into the following table because this point is not reflected in the table ?

A39. It is a mistake. The correction is made below.

Q40. Page 18 of 75, article 6.4.2, fist paragraph: You indicate a potential contractual duration of 2 years with the possibility of extending for 3 additional periods of 12 months, and that "under the same conditions". Under the current pandemic situation and given the uncertainty of the future, we ask you to review this language allowing an opportunity to review the terms and conditions in case of force majeure (including a pandemic situation). Ex: introduce the concept of demobilization cost, etc.

A40. This clause is a clause written by our legal services. This will not be changed.

Q41. Is it possible to share with us the volume of sales generated by the use of services by employees and contractors? What is the volume of the plates of the day sold ?

A41. We do not pay for these services, we do not ask for a report on this subject. Therefore we cannot answer this question.

2) MODIFICATION OF THE REQUEST OF PROPOSAL (RFP)

DELETE ENTIRELY

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1.1.1 ADDITIONAL SECURITY REQUIREMENT PRIOR TO CONTRACT AWARD:

The CBSA, will conduct its own personnel Reliability Status assessment on the recommended Bidder / Contractor* and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard, irrespective of whether such assessment has already been conducted under any such policies. The Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized secure official with CBSA's "Personnel Security Screening Section"(PSSS), which is independent of the Public Services and Procurement Canada's (PSPC), "Canadian Industrial Security Directorate" (CISD) and the "International Industrial Security Directorate" (IISD).

At the request of the Contracting Authority and within a specified timeframe, the Bidder / Contractor may be required to have each proposed resource submit to fingerprinting and a security check via the CBSA's electronic PSSS portal.

Until the credit check, fingerprinting** (if required) and all other security screening processes required by this Request for Proposal have been completed and the recommended Bidder / Contractor and its personnel are deemed suitable by the CBSA, no contract will be awarded and the recommended Bidder / Contractor and its personnel will not be permitted access to Protected / Classified information or assets, and further, will not be permitted to enter sites where such information or assets are kept.

In the event the recommended Bidder / Contractor and its personnel are not deemed suitable following the security screening process required by the CBSA, the said recommended Bidder / Contractor's bid will be deemed non-compliant and the next ranked Bidder / Contractor will be contacted. If only one bid was obtained and the recommended Bidder / Contractor does not meet the security requirement, then, the Contracting Authority will determine the next steps.

**In the case of a joint venture Bidder / Contractor, each member of the joint venture must meet the security requirements.*

***Fees are applicable. Fingerprinting, if required, will be at the Bidder / Contractor's cost.*

DELETE

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POINT 9 f) : Services a, b, c and f must include water, coffee and tea services.

AND REPLACE BY

POINT 9 f) : Services a, b, must include water, coffee and tea services.

ADD

2.8 Statistics day meal per month (year 2018 and 2019)

year	2018	2019
January	1185	2429
february	4920	5230
March	5903	6896
April	6152	7077
May	5455	7478
June	3521	5254
July	3013	3975
August	4607	3995
September	6010	4541
October	5553	4630
November	3773	4056
December	1413	1538
Total	53523	59118

DELETE

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4.1.2 Financial Evaluation

The responsive proposals will have their financial portion evaluated as follows:

- 1) The tables in Annex B will be added and the according percentage % will be applied. This result will be reflected in the following calculation table for each corresponding year. These percentages are as follows:
 - Eighty five percent (85%) of the points will be allotted to the price of Annex B part 1a) meal-day;
 - Five percent (5%) of the points will be allotted to the price of Annex B part 2) evening training;
 - Five percent (5%) of the points will be allotted to the price of Annex B part 3a) water / beverage;
 - Five percent (5%) of the points will be allotted to the price of Annex B part 3b) Coffee breaks;

AND REPLACE BY

4.1.2 Financial Evaluation

The responsive proposals will have their financial portion evaluated as follows:

- 2) The tables in Annex B will be added and the according percentage % will be applied. This result will be reflected in the following calculation table for each corresponding year. These percentages are as follows:
 - Eighty five percent (85%) of the points will be allotted to the price of Annex B part 1a) meal-day;
 - Five percent (5%) of the points will be allotted to the price of Annex B part 2)
Additional hygiene measure in the event of an epidemic or pandemic;
 - Five percent (5%) of the points will be allotted to the price of Annex B part 3a) water / beverage;
 - Five percent (5%) of the points will be allotted to the price of Annex B part 3b) Coffee breaks;

DELETE

Annex "B" Part 1 a) - Price for residents (meal-day) and non-residents (Individual meal/snack)

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	Period: December 21, 2020 to December 20, 2022	Fixed price all inclusive Individual meal/snack	Fixed price all inclusive meal-day
1	Breakfast	\$ per person	
2	Morning coffee break	\$ per person	
3	Lunch	\$ per person	
4	Afternoon coffee break	\$ per person	
5	Dinner	\$ per person	
	Total price for Individual meal/snack = meal-day:		\$ per person

AND REPLACE BY

	Period: December 21, 2020 to December 20, 2022	Fixed price all inclusive Individual meal/snack	Fixed price all inclusive meal-day
1	Breakfast	\$ per person	
2	Morning coffee break	\$ per person	
3	Lunch	\$ per person	
4	Afternoon coffee break	\$ per person	
5	Dinner	\$ per person	
6	Evening Coffee break	\$ per person	
	Total price for Individual meal/snack = meal-day:		\$ per person

All other terms and conditions remain unchanged.