

**PRE-PROPOSAL CONFERENCE  
&  
FORMAL  
QUESTIONS AND ANSWERS - #1  
SOLICITATION Nº 19PA1021Q0002  
MSGR COOKING SERVICE PROJECT**

The U.S. Embassy Asuncion convened a pre-proposal conference on January 25th, 2021 at 09:00am for the above referenced solicitation "MSGR COOKING SERVICE PROJECT". Two firms participated in this pre-proposal conference: TODO RICO and ADRIANA VALDOVINOS. The questions and answers below are responsive to the inquiries received at and after this meeting. Prospective bidders have an additional opportunity to submit questions to the Embassy regarding this solicitation.

**QUESTION 1**

*In the SF1449 block # 20 it says: "Food services work, including furnishing all labor, material, equipment and services. Do we need to provide material and equipment?"*

*Answer: Please refer to SECTION 1 - 1. PRICES AND PERIOD OF PERFORMANCE. The price listed shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for services. When referring to MATERIAL, please refer to SECTION 1 - 5.0. MATERIALS AND EQUIPMENT, The Contractor shall provide a list of required items necessary for cooking supplies, to perform the work identified in this contract.*

**QUESTION 2**

*In SECTION 1 appendix 11. Management Plan for Quality Control, Quality Assurance and Surveillance QASP 11.1 it says: "The Contractor shall provide resources to perform food procurement". What does it mean?*

*Answer: As explained during the site visit, contractor employee shall be part of the procurement of the food ingredients for the menus but just as labor services not providing funding for the purchase. MSG will provide funding for the purchase of the material for the foods.*

**QUESTION 3**

*In Annex 1. Vii. B says: "Food supply and storage. The Contractor will provide all supervision, labor, materials, equipment, insurance and general expenses to provide the food supplies and storage services necessary to operate the MSGR kitchen". According to the above, how is it?*

*Answer: Please refer to Answer provided to Question #1.*

#### **QUESTION 4**

*in Section 1. Management and Supervision it says: "The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff" and in ADDENDUM 52.212-1 in A.2 reads: "Name of a Project Manager or other liaison with the Embassy / Consulate who understands written and spoken English. Shall we hire a supervisor on site that write and speak in English?"*

*[Answer: An English-Speaking Supervisor is only required for random checks to ensure everything is running smooth. That individual is just someone the COR can call to discuss about the contract when needed. That individual is not required to be on site.](#)*

#### **QUESTION 5**

*During the site visit we were told that all kitchen and dining room equipment belong to the MSG Residence, and if something was missing or not appropriate, we can request what is necessary for the excellence of the work and the Embassy would provide. However, in Section 1. Government Furnished Property / Equipment it says: "The Contractor has the option to reject any or all Government furnished property or items (see Attachment 2 - GOVERNMENT FURNISHED PROPERTY). However, if rejected, the Contractor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government.*

*[Answer: This is accurate. If you need equipment for your duties, you can request it and we'll provide it or you can provide it on your own and we won't cover any cost.](#)*

#### **QUESTION 6**

*During the site visit we were told that the Insurance Policies requested were 2: against third parties and against kitchen equipment breakdowns with an amount of \$ 2,500 per event and an accumulated / year of \$ 5,000. We need clarification for point 7 INSURANCE of Section 1 specifically 7.2, 7.6 and 7.7. In Section 3 - Request Provisions: It says: "The Offeror will include the costs of the insurance premium of the Defense Base Law (DBA) that covers the employees". Does this apply to the contract?*

*[Answer:](#)*

*[Insurance section 7.2](#) talks about property damage insurances.*

*[Insurance section 7.6](#) "The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site". This does not apply because contractor is not required to transport any equipment.*

*[Insurance section 7.7 Government as Additional Insured.](#) The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract. This is something contractor shall explain to the insurance company when requesting the policy. As state above, the Insurance Company shall add the US Embassy of the United States of America in Asuncion as an additional insured with respect to operations performed under this contract.*

*[Regarding the DBA: this type of insurance does not apply for this contract, it is part of the contract template but it does not apply. Some clauses are included as references but not all of them apply to the contract.](#)*

## **QUESTION 7**

*Section 1. No. 10 DELIVERABLES We need clarification of:*

- a. Menu metrics, what do you mean?*
- b. HACCP Hazard Analysis Plan and Critical Points. We work with what is stated in our GMP Manual, passed in an attachment in this same email, where it clearly states: "RIQUISSIMO by Marietta Villamayor" is a company dedicated exclusively to the preparation of food, attention and service of corporate and institutional canteens educational, with adequate acceptance in the market. For this reason, there is a commitment with the contracting companies and the final consumer seeking to constantly improve the quality and safety of the products through the implementation of the bases of the Hazard Analysis System and Critical Control Points (HACCP / HACCP) which are Good Manufacturing Practices (GMP). Does this work? We don't do HACCP exactly.*
- c. Food concession, food, and water inspection SOPs. What exactly is it?*
- d. Vulnerability assessment, what exactly is it?*
- e. KPI reports, what is it?*
- F. Health, Safety and Environment Plan, what exactly is it?*

*Answer:*

- a. Menu metrics are the way you can track the progress of the service your company provides, in this case the food menus will be provided by the MSGR, so your company is required to provide a monthly evaluation of the menus provided.*
- b. GMP will work.*
- c. Does not apply.*
- d. Health and safety are an important aspect of any workplace. Working in a kitchen environment has its own unique health and safety risks, and each kitchen workplace should undergo a kitchen vulnerability assessment to determine what reasonable steps you can take to keep your staff, and your customers, safe.*
- e. Key Performance Indicators (KPIs) is a necessary part of daily business – and a key process when it comes to accelerating your success. KPIs allow you to measure, evaluate and adjust operations within your company to ensure continued success.*
- f. Kitchen safety awareness is crucial during food preparation and cooking, as well as during clean-up and daily living. Understanding the hazards present in the kitchen can help you avoid causing an accident or subjecting your family to a bout of food poisoning. Please provide your health and safety plan to prevent any accident in the kitchen.*

## **QUESTION 8**

*Section 1. No. 11. QASP Quality Control, Quality Assurance and Surveillance Management Plan. What does the acronym: SOP stand for?*

*Answer: Standard Operation procedures.*

### **QUESTION 9**

*Guaranteed drinking water, does the residence provide this? Should laboratory analysis of the water be included in the Contractor's costs?*

*[Answer: The Residence will provide the Guaranteed Drinking water, no laboratory water analysis needed.](#)*

### **QUESTION 10**

*Section 1. No. 11. 11.3 Reporting plan. When you talk about BUSINESS SYSTEMS, what exactly are you referring to?*

*[Answer: Business System is the System your company uses for integrating all information related to the performance of the service under the contract. The Contractor's business systems shall provide the support structure needed to input and track data for Quality Assurance/Quality Control \(QA/QC\) and performance management; personnel management; contract management; and to share deliverables and reports upon request.](#)*

### **QUESTION 11**

*During the site visit we were told that the menu was prepared by the manager of the Residence and the awarded company shall execute it. We ask: will it be possible to count at the beginning of the activities for the elaboration of the Menu, with this support from the Manager to know the preferences, tastes etc. of MSG?*

*[Answer: There is a designated Marine that will work with contractors on making meal plans and he'll tell them about allergies and foods and taste they prefer.](#)*

### **QUESTION 12**

*During the site visit we were told that the Embassy may allow the awarded contractor to hire cooking staff. If our company considers hiring current cooking staff considering the experience, knowledge and obviously honesty. We need to get in touch with current cooking staff to be able to include the current staff in our budget. Could the US Government provide current cooking staff POC information?*

*[Answer: Yes, please contact the Procurement Office for getting this required info.](#)*

### **QUESTION 13**

*Section 2 - Contract Clauses: As expressed in the Solicitation, it is very difficult to understand since most of the clauses are incorporated by reference, and there are others that in our opinion do not involve our area of work.*

- a. What are the FAR and DOSAR Clauses?*
- b. Specifically in the type of contract for this type of service that is requested, is there any withholding by the United States Government? If positive, in what character and what% is it?*
- c. 52.232-19 Availability of Funds for the next Fiscal year: how is it understood?*
- d. We infer that the contract is drawn up in the English language. We ask: Is it possible to consider appending the official translation into Spanish and the clauses incorporated by reference and also the others, including them with full text in order to avoid confusion or incorrect understandings that could lead to some kind of conflict??*

Answer:

- a. The Federal Acquisition Regulation (FAR) outlines procurement policies and procedures that are used by members of the Acquisition Team. The Department of State Acquisition Regulation (DOSAR) implements and supplements the FAR.*
- b. Does not apply*
- c. Department of State normally obligates funds for a period of one year, we can't commit US Government for more than one year.*
- d. Spanish version cannot be incorporated into the contract, the mandatory language is English.*

### **QUESTION 14**

*Section 3 - Solicitation Provisions: It says: "A.1. A completed solicitation, in which the SF-1449 cover page (Blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.*

- a. Does the cover page is referring to SF-1449 where the amounts for the 2 years of the contract is asking for? What are the blocks? And complete what thing of Section 1?*
- b. Shall we set the amounts of our proposal in Guaraníes or in Dollars?*
- c. "The Offeror will include the costs of the premium of Defense Base Act (DBA) insurance covering employees. What exactly is this?"*
- d. "52.214-34 Sending of Offers in English (April 1991). Shall we present our offer in English?"*

Answer:

- a. SF-1449 shall be the cover page of the offer, you shall include there the total prices for Base year and 1<sup>st</sup> optional year of the contract. The SF-1449 has numbers on each block, please complete the ones remarked on the instructions. In Section 1, you will find 1. PRICES AND PERIOD OF PERFORMANCE. Please fill out the pricing table with the final numbers.*
- b. Contractors can set their prices as appropriate but please remember that this will be a fixed price contract, the prices and currency stated in the contract cannot longer be modified during the execution of the contract.*

- c. *Please see answer for Question #6.*
- d. *Contract Clause 52.214-34 incorporated by reference. Contractor can also present its offer in Spanish.*

**QUESTION 15**

*Section 5 - Representations and Certifications:*

- a. *What exactly do we have to present from this section?*
- b. *We understand that this tender is exclusively for final products made in Paraguay. Shall we classify the purchased products as products coming from other countries?*
- c. *What is the IRS Form W-14?*

Answer:

- a. *This section will be completed when registering in SAM website only when receiving the award of the contract, no action required at this moment.*
- b. *Final products made in Paraguay, no classification needed.*
- c. *W-14 is the Department of the Treasury Internal Revenue Service form used to claim exemption to Foreign Contracting Party Receiving Federal Procurement Payments. This will be reviewed when completing your SAM registration once receiving the award of the contract.*

\*\*\*\*\*NOTHING FOLLOWS\*\*\*\*\*