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**Bid Receiving - PWGSC / Réception des soumissions -**  
**TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0A1/ Noyau 0A1**  
**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**  
Linguistic Services Division / Division des services  
linguistiques  
PSBID, PWGSC / DIASP,TPSGC  
11 Laurier St. / 11, rue Laurier  
10C1/Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> Third Party Assistance	
<b>Solicitation No. - N° de l'invitation</b> EN578-140028/A	<b>Amendment No. - N° modif.</b> 006
<b>Client Reference No. - N° de référence du client</b> 20140028	<b>Date</b> 2013-05-27
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZF-519-25961	
<b>File No. - N° de dossier</b> 519zf.EN578-140028	<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 2013-06-03</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Souleiman, Mohamed	<b>Buyer Id - Id de l'acheteur</b> 519zf
<b>Telephone No. - N° de téléphone</b> (819) 956-8348 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<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> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<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>

**Amendment 6 is raised to provide answers to questions received with regards to the Request for Proposals (RFP).**

**Question 1:**

Several statements/data in the solicitation pack imply a heavy financial content compared to other support elements. I.E. Financial Specialist support at an estimated rate of 720 hours compared to Procurement Specialist at 240 hours and Project Management Specialist at 240 hours. We would request clarification on the nature of the Financial Specialist? I.E. Do you envisage a specialist with chartered accountancy qualifications for purely accounting purposes or a specialist who understands and is able to analyse man-hours, Earned Value, cost structures and work estimates by trade breakdown etc?

- ✓ Response: The volumetric data provided in the Pricing Schedule is for bid evaluation purposes only, and does not represent a commitment of Canada's future usage of the services either in volume of work or proportion of work to be conducted by each specialist. It is assumed that the financial specialist would provide assessments of cost proposals, however it will be at the Contractor's discretion to discern if this work will require the input of the other specialists or other SMEs.

**Question 2:**

Our operatives have non-Canadian security clearance relevant to this solicitation. Is it acceptable to obtain the necessary Canadian clearances after bid submission but before Contract award?

- ✓ Response: All security requirements must be met at closing date. Please refer to Part 6 of the RFP, Security Requirements. You can also contact the Canadian Industrial Security Directorate (CISD) for more information with regards to the non-Canadian security clearance.

**Question 3:**

Bidder requests a delay on closing date to June 14th, bidder is assembling data on our several shipbuilding projects over 500M CAD and needs additional time please

- ✓ Response: The RFP closing date has been extended to June 3rd, 2013.

**Question 4:**

Where a bidder has offices close to one of the main NSPS yards then there may be advantages for Canada in switching the balance of meetings to be close to the building yard. Would Canada be amenable to this?

- ✓ Response: No. The project offices are in Ottawa.

**Question 5:**

As well as the amount of Volumetric data can Canada confirm that increases or reductions in volume will be roughly prorated in line with the estimates already given, i.e a 720:240:80 hour ratio. This will help our estimation process

- ✓ Response: The volumetric data provided in the Pricing Schedule is for bid evaluation purposes only, and does not represent a commitment of Canada's future usage of the services either in volume of work or proportion of work to be conducted by each specialist.

**Question 6:**

Please provide a definition of "Human Resources back-up plan." Is this a contingency plan for this project's resourcing on how we can mitigate risk and backfill for a resource if that individual becomes unavailable and a replacement is needed? If so, do we need a contingency plan for each of the acceptable reasons that are considered as beyond the control of the Bidder? (Refer to 1.4 Status and Availability of Resources page 27/62)

- ✓ Response: Yes, it is a contingency plan that shows steps that will be taken when Resources are unavailable and a replacement is needed.

**Question 7:**

Please provide a definition of "Knowledge Transfer plan." Is this a training plan for the resources?

- ✓ Response: A knowledge Transfert Plan is a Plan that seeks to organize, create, capture or distribute knowledge and ensure its availability for future users, in this case SMEs.

**Question 8:**

If the resource is transferred to another company office, is this a suitable reason to propose a replacement?

- ✓ Response: No, as this would be considered within the Bidder's control.

**Question 9:**

Canada has estimated a volumetric data of 720 hours, with a minimum work guarantee of 5% of that 720 hours. Would Canada care to speculate on the likely maximum amount of volumetric data to enable a more accurate bid?

- ✓ Response: Canada will not speculate further on an estimated level of effort.

**Question 10:**

Enquiry / Point for Clarification: At paragraph 2 (Standard Clauses and Conditions) on page 33 of 62 where it states "All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual ... issued by Public Works and Government Services Canada" instead of the words "the Contract" does the RFP mean to say something like "this bid solicitation"? If not, what is meant, at this stage, by the words "the Contract" and can such document be provided for review?

- ✓ Response: Part 7 of the RFP is the resulting contract clauses. Should a contract be awarded as a result of this bid solicitation, the first 6 parts of the RFP would be deleted, and the remaining Part 7 and annexes would be the contract. As such, Part 7 and the remaining annexes are written from the point of view of inclusion in the resulting contract. By submitting a bid in response to this RFP,

Bidders agree to be bound by the terms and conditions of the RFP, including the resulting contract clauses and annexes.

**Question 11:**

Referencing clause 24 of the 2035 (2013-03-21), General Conditions - Higher Complexity - Services that are stated at paragraph 2.1 (General Conditions) on page 33 of 62 as applying to and forming part of the Contract, will it be possible to negotiate and specifically incorporate an appropriate limitation of liability for the Contractor in the full text of the Articles of Agreement?

- ✓ Response: No. Limitation of liability is addressed in the General Conditions, and will not be addressed separately in the Articles of Agreement.

**Question 12:**

Referencing clause 25 of the 2035 (2013-03-21), General Conditions - Higher Complexity - Services that are stated at paragraph 2.1 (General Conditions) on page 33 of 62 as applying to and forming part of the Contract, will it be possible to negotiate and specifically incorporate an appropriate reciprocal intellectual property infringement protection for the Contractor in respect of Government Property that Canada might provide to the Contractor for the Contractor to use to do its Work?

- ✓ Response: No. Intellectual Property terms and conditions will remain as reflected in the General Terms and Conditions.

**Question 13:**

Referencing D0024C (2008-05-12), Liquidated Damages which is cited at paragraph 14 (SACC Manual clauses) on page 39 of 62, will it be possible to negotiate and limit instances of liquidated damages only to situations where Contractor failure to perform services within a specified time occurs because of some act or omission on the part of the Contractor and not some other non-Contractor cause?

- ✓ Response: No. Please refer to Amendment 004 for further information regarding liquidated damages.

**Question 14:**

Enquiry / Point for Clarification: Referencing paragraph 15.5 (Exclusivity) on page 41 of 62 please clarify what "Future \_\_\_\_ (insert at task issuance) RFPs" means as used in pro forma paragraphs 15.5.1.1 - 15.5.1.10. How restrictive of future bidding eligibility is this meant to be? Perhaps a hypothetical example can be given to assist our understanding. Do pro forma paragraphs 15.5.1.1 - 15.5.1.10 mean that the Contractor is foreclosed from bidding on future NSPS project RFPs? What is the "... Limitation of Liability clause of the Contract ..." that is referred to in pro forma paragraphs 15.5.1.9? Please provide

- ✓ Response: As described in paragraph 15.5.1, the exclusivity clause would not apply to all the work a resulting contract. However, the exclusivity clause could be called up in an individual task authorized under the resulting contract. When/if a task is authorized that includes this exclusivity clause, the blank spaces (noted in the RFP with the phrase "insert at task issuance") will be completed. At this time, Canada is not able to speculate under what scenarios this clause could be apply to a task, and how the exclusivity would be defined (it could differ by task). The Limitation of Liability Clause is as reflected in the General Conditions.

**Question 15:**

In Revision to Part 4 there is a comment regarding "overlap" in sourcing SMEs. Please could you define "overlap"? Do you mean in time or in technical skills? We have multiple projects that run for many years from concept to delivery, for example we are now running a project that has a total of six years start to finish and we are a year into it. We are also running another project at the same time that started in April 2013 and is likely to run until at least 2021. These are typical time scales and not unusual in our industry. The projects are in different countries requiring different skill sets so different SMEs would be needed, although there would be a time scale overlap in the project timespan. Would we be able to use two sourcing examples where there is no skills overlap, but there is a time overlap?

- ✓ Response: The "overlap" refers only to the time the Bidder spent sourcing the SMEs (i.e.: the sourcing experience), not the amount of time the SMEs spent working on the project for which they were sourced.

**Question 16:**

Relationships. Success in this bid will lead to the winner providing expert advice on procurement, finance and project management to Canada regarding NSPS. Would Canada see that such success would create a serious conflict of interest where bidders wish to bid and carry out further downstream activities as part of NSPS.

- ✓ Response: Any such conflict of interest would be addressed through the application of the exclusivity clausings provided at paragraph 15.5. Please refer to the response to question 12 for further information.

**Question 17:**

Considerable due diligence has been necessary in identifying best in class suppliers who complement our offerings and then form and finalize our relationships. In order to complete and submit a totally compliant and compelling proposal we respectfully request a 2-week extension to the closing date of the RFP.

- ✓ Response: The RFP closing date has been extended to June 3rd, 2013.

**Question 18:**

The requirements for the senior project management specialist have proven difficult to meet. There are limited resources within the Canadian and international markets with these qualifications and designations. Will the program sponsor consider amending the mandatory and rated requirements for this category?

- ✓ Response: Please refer to Amendment 005 where Points Rated Technical Criteria 2.1, 2.2 and 2.3 have been amended.

**Question 19:**

We note that certain entities that provided previous technical services to the program were not included on the list of 'related' entities to the program. If any of these entities were to respond to this RFP (either directly, or through a joint venture), would their previous experience not give them an unfair advantage given the limited suite of experience in this area?

- ✓ Response: Neither the mandatory nor the point rated criteria in this solicitation require specific experience related to NSPS or any NSPS projects. As such, there will not be any advantage given to any company or organization that has previously conducted work for NSPS or any NSPS project.

**Question 20:**

We have been assembling a team to respond to the solicitation and we believe that we have now assembled a team that has capability in each of the areas required from the solicitation as well as significant experience of working with the NSPS team. However, due to the complexities of assembling such a team, and the time it has taken to assemble, we do not believe that we will be able to submit a sufficiently high quality response to the solicitation in the current time frame. As such we would require an extension from 31 May 2013 until 7 June 2013 in order to be able to respond to the solicitation.

- ✓ Response: The RFP closing date has been extended to June 3rd, 2013.

**Question 21:**

We note that the technical rating criteria (PRTC 2.1, PRTC 2.2, and PRTC 2.3) involve a score of up to 30 points based on the experience of the Bidder in projects relating to the provision of cost analysis/procurement advice/project management. We are unclear as to how the criteria will be applied. We ask PWGSC to help clarify this matter by explaining how the following three scenarios would be scored:

- A Bidder submits a project valued between \$350M-\$500M and a second project valued between \$250M-\$350M?
  - A Bidder submits a project valued between \$350M-\$500M and two other projects valued between \$250M-\$350M?
  - A Bidder submits a project valued over \$500M and three projects valued between \$350M-\$500M?
- ✓ Response: Please refer to Amendment 005 where Points Rated Technical Criteria 2.1, 2.2 and 2.3 have been amended.

**Question 22:**

We note that in the response to Question 13, PWGSC has removed the entire reference to a requirement that the Senior Specialist must have worked at least 24 months on each project submitted. We are concerned that a proposed Senior Specialist who had only minor involvement on a project (say, one week on a project that exceeded two years for the Bidder) can now claim that project and receive full marks. We respectfully suggest that PWGSC require each Senior Specialist to have played a significant role in the field of expertise that they are being put forward (i.e., financial, procurement or project management) on each presented project, and to provide details to demonstrate that significant involvement.

- ✓ Response: The experience described within each criterion under PRTC 2 is considered to be significant (e.g.: the Senior Financial Specialist must show experience in cost development, financial modelling, cost-benefit analysis, and through-life cost planning for each project claimed).

It is incumbent on the Bidders to ensure there is sufficiently detailed information in their bid to show each Resource's involvement in each project claimed clearly demonstrates he/she has achieved the experience described in the relevant criterion.

**Question 23:**

Can the project sponsor clarify how a respondent may receive the 40 maximum points allotted for each of PRTC 2.1, 2.2 and 2.3? For example; 2.1 (Senior Financial Specialist) may receive 30 points for demonstrating experience on two projects in excess of \$500 million. Under the following element of this rated criteria, the respondent is eligible for an additional 7 points if the aforementioned projects relates to shipbuilding, for a total of 37 points. Similarly, if three shipbuilding projects valued at between \$350 million and \$500 million were submitted the respondent would receive a total of 35 points for this PRTC.

- ✓ Response: Please refer to Amendment 005 where Points Rated Technical Criterias 2.1, 2.2 and 2.3 have been amended.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**