

RETURN BIDS TO:
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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
Science Procurement Directorate/Direction de
l'acquisition de travaux scientifiques
11C1, Phase III
Place du Portage
11 Laurier St. / 11, rue Laurier
Gatineau, Québec K1A 0S5

Title - Sujet Services d'expertise résidentiel	
Solicitation No. - N° de l'invitation 23229-129462/A	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client 23229-129462	Date 2013-10-01
GETS Reference No. - N° de référence de SEAG PW-\$\$\$Q-007-26342	
File No. - N° de dossier 007sq.23229-129462	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-15	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: Wheeler-Fournier, P. A.	Buyer Id - Id de l'acheteur 007sq
Telephone No. - N° de téléphone (819) 956-1352 ()	FAX No. - N° de FAX (819) 997-2229
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

This solicitation amendment is raised in response to the enquiries received relative to this RFSO.

Q. 1 On page 2 of the RFSO it notes: This requirement is limited to Canadian goods and/or services.

and on page 92 of the RFSO it notes:

2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

Q.1(a): The question is whether PWGSC will drop this requirement since it seems to contravene the North American Free Trade Agreement and is against the letter and spirit of the Regulatory Cooperation Agreement between the US and Canadian Governments. The procurement items in question are not those of national security etc. that have been applied to IT and other sensitive electronic services. If PWGSC is not going to drop this requirement please provide clear reasons why this provision is being maintained, specifically citing the various legislative and regulatory provisions.

Q.1(b) My client is a multinational corporation with a substantial presence in Canada including major facilities in Toronto. However, if it is to bid on some of the items noted in the RFSO, it would call on some of its USA testing and other resources. Does the RFSO preclude them from doing this?

Q.1 (c) Will you drop these provisions as they clearly contravene the North American Free Trade Agreement as well as the letter and spirit of the Regulatory Cooperation Agreement between the US and Canadian Governments?

A. 1(a) In response to your Q.1 (a), this procurement is subject to the provisions of the Agreement on Internal Trade (AIT) only. This procurement consists of Research and Development which are excluded from the application of the North America Free Trade Agreement (NAFTA) as per Chapter 10, Annex 1001.1b-2, Section B - Excluded Coverage and is not listed under the WTO-AGP as per Annex 4, Services. Therefore, as the provisions of NAFTA and WTO-AGP do not apply to this procurement (and the provisions of the AIT apply), the requirement to limit to Canadian goods and /or services is retained in the RFSO. Furthermore, the Comprehensive Land Claims Agreements (CLCAs) are not applicable to this procurement, as Work will not be delivered to, nor conducted within CLCA areas.

A.1(b): With respect to whether the RFSO precludes a company from calling on some of its USA testing and other resources, the following response is provided: The Canadian Content Policy applies to this procurement and the competition is solely limited to suppliers who can offer Canadian goods and/or services as there exists, in the marketplace, three or more such suppliers. To determine the eligibility of the Offeror, please refer to article 2.1.1 Canadian Content Definition, at page 92 of this RFSO and please consult Annex 3.6. of the Supply Manual for more information pertaining to the Canadian Content Policy.

A.1(c) Please refer to response in A1.(a)

Q. 2: What is the definition of "lines" in Part 4 of the RFSO?? Does it mean a) two physical lines of script on a printed page or b) two sentences?

A.2: "line(s)" may be interpreted as "sentence(s)" to provide a clear and brief description to address the requirement stipulated in the RFSO.

Q.3: Offerors are allowed to submit an offer in one area of expertise only?

A.3 Offerors may submit an offer in one or more area of expertise in accordance with the limits indicated in article 1 of Part 3 of the RFSO.