

RFSO #1000163121 – Questions and answers

Question #1:

Reference: Offer Preparation Instruction (Part 3.0)
Is there a page limit for the technical offer?

Answer #1:

No. There is no page limit for the technical offer.

Question #2:

Reference: Evaluation Procedures and Basis of Selection (Part 4)
Could you differentiate the type of information you are looking for with respect to the "Bidder's experience in the provision of Engineering and Technical Advisory Services similar to those described in the SOW" between M1.1 and M1.2.4?

Answer #2:

The type of information required with respect to the Bidder's experience would be that as found in sections 5.0 and 7.0 of the SOW. The Bidder is expected to demonstrate some experience at the Bidder level providing comparable services. It is expected that the Bidder's contracted resources have met the educational requirements as identified in section 7.4.1 (a through j) of the SOW and that the team of contracted resources presented possesses a combined minimum of ten (10) years of experience in each of the three (3) core infrastructure categories (see section 7.4.2 of the SOW). Section 7.2.1 to 7.2.10 lists, but is not limited to, the type of work that each of the Bidder's core contracted resources may be required to carry out. It will also be important for the Bidder to relate this experience to the scope of work and deliverables that have been identified in section 5.0 and 6.0 of the SOW respectively.

Question #3:

Demonstrate Contracted Resource Experience: Should the contracted resource's qualifying experience relate primarily to the anticipated Scope of Work SW5.0 outlined in Annex A or can it also include infrastructure design?

Answer #3:

Yes, the contracted resource's qualifying experience should relate primarily to the anticipated scope of work. However, it is important to note that the bidder's contracted resources' experience must be aligned with the educational requirements as identified in section 7.4.1,(a) through (j) for core contracted resources and (k) through (n) for the non-core contracted resources and the overall teams minimum ten (10) years of experience in each of the three (3) core infrastructure categories (see section 7.1.1).

Question #4:

Technical Evaluation - Approach to Aboriginal Opportunity Considerations (AOC)

- i. Is the AOC only required in the Yukon Land Claims Agreement territories?
- ii. Under 5.2, does "Aboriginal Involvement" apply to the services to be performed under this Standing Offer or for work resulting from the work proposed to be completed during implementation of the projects - ie. Construction of an all season road, etc.?

Answer #4:

- i) The only region in which there could be potential work with CLCA's in place is the Yukon.
- ii) "Aboriginal Involvement" as referred to in the evaluation criteria point 5.2 of R5, applies to any relevant experience that the bidder may have delivering services/work similar in nature as those described under the present RFSO's.

Question #5:

Reference: Standing Offer and Resulting Contract Clauses (Part 7)

Could a contractor/consultant who was awarded and accepted the Standing Offer Agreement continue to provide engineering and design services to First Nations in Canada? (Part A, Section 9.1 & 9.2)

Answer #5:

Yes. The contractor who was awarded and accepted the Standing Offer can/could continue to provide engineering and design services to First Nations in Canada, subject to the requirements under the RFSO Call-up Procedures, item 9.2.2.2..

Question #6:

Reference: Standing Offer and Resulting Contract Clauses (Part 7)

Is acceptance of call up assignments affecting specific First Nation communities the only restriction/limitation to providing engineering services directly to those First Nation communities? (Part A, Section 9.1 & 9.2)

Answer #6:

In accordance with sections 9.1 and 9.2 of Part A of the RFSO, if any of the points apply then there would be a restriction.

Question #7:

Reference: Standing Offer and Resulting Contract Clauses (Part 7)

Could a contractor/consultant provide engineering design services to a First Nation for a water project and accept a call up assignment for a housing project for the same First Nation or would that be a conflict of interest? (Part A, Section 9.1 & 9.2)

Answer #7:

If the contractor has/can meet the capacity, experience and knowledge requirements to carry out both projects and respects the terms and conditions of the RFSO as outlined in sections 9.1 and 9.2 (and all other conditions of the RFSO) then this is not an issue.

Question #8:

Reference: Standing Offer and Resulting Contract Clauses (Part 7)

Would acceptance of this Standing Offer preclude the contractor/consultant from accepting an AANDC regional Engineering and Technical Services Standing Offer? (Part A, Section 9.1 & 9.2)

Answer #8:

No it would not. As long as the contractor has/can meet the capacity, experience and knowledge requirements and respects the terms and conditions of the RFSO as outlined in sections 9.1 and 9.2 (and all other conditions of the RFSO) then it is not an issue.

Question #9:

Reference: Standing Offer and Resulting Contract Clauses (Part 7)

Does the "Contractor's work location" refer to the Contracted Resource's base office? (Part B, Section 5.4)

Answer #9:

The "contractor's work location" is considered the contracted resources base office. Please see section 13.0 of the SOW for further detail with regards to location of work and travel.

Question #10:

Reference: Standing Offer and Resulting Contract Clauses (Part 7)

Does the "Specific pre-authorized work assignment" location refer to AANDC's regional office locations? (Part B, Section 5.4)

Answer #10:

The "Specific pre-authorized work assignment" could be either the contractor's location, at DIAND's location, either in the NCR or in a Region, in a First Nation's Community, or at a construction site (which may be on-reserve or off-reserve) related to the work. Notwithstanding, the location of work will be indicated in any resultant call-up. See section 13.1 of the SOW.

Question #11:

Reference: Standing Offer and Resulting Contract Clauses (Part 7)

Is it correct to assume the Standing Offer will not cover the travel cost for a Contracted Resource to travel to the NCR? (Cross Reference Annex A - Statement of Work, Section 13.2)

Answer #11:

That is correct. The contractor will be responsible for any costs incurred for travel to the NCR and will not be covered under the standing offer. See section 13.2 of the SOW. However, we anticipate that most of the work can be done remotely.

Question #12:

Reference: Standing Offer and Resulting Contract Clauses (Part 7)

Is it anticipated the majority of the Standing Offer work will be performed at the NCR?

Answer #12:

Yes. It is expected that the majority of the work will be performed in the NCR. However, as identified in section 13.1 of the RFSO the location of work can occur in various locations and will be identified in the resultant SOW.

Question #13:

Reference: Standing Offer and Resulting Contract Clauses (Part 7)

The Standing Offer Agreement will cover travel costs (at 50% of the per diem rate) for a Contracted Resource to travel to the specified AANDC's regional offices if the distance exceeds 100 km?

Answer #13:

Yes. With this being said, the DIAND Standing Offer Authority must authorize all travel required for any resultant call-up. See section 13 of the SOW, specifically 13.4. Also note that travel to the NCR will be at the cost of the contractor, see section 13.2 of the SOW. Again, we anticipate that most of the work can be done remotely.

Question #14:

Reference: Standing Offer and Resulting Contract Clauses (Part 7)

Is it a requirement that all core contracted resources will be required to communicate in French and English at the AANDC regional offices, the NCR and in public?

Answer #14:

No. Not all core contracted resources will be required to communicate in French and English at the AANDC regional offices, the NCR and in the public. However, it is expected that, when required and as specified in any resultant call-up, the contractor will provide a representative who can communicate in the language of choice, either French or English. It is also expected that, if required and as specified in any resultant call-up, the contractor will be able to provide documents in both English and French. Note that most of the work will be required in English. Further, for any given call-up, either English or French will be chosen as the preferred language of work and most deliverables will be requested in that language.

Question #15:

Reference: Contracted Resource Requirements (Annex A - Statement of Work 7.0)

The section requests that the Contracted Resource is to "advise on the legal terms and conditions of infrastructure procurements and contracts..." The Contracted Resources will have primarily technical expertise, would AANDC not consult their legal department for advice on legal and contractual requirements? (Section 7.2.9)

Answer #15:

It is true that AANDC does have a legal department who they can consult for advice, however, it is expected that the contractor's team of core contracted resources is familiar with, understands, can decipher and communicate clearly and properly with respect to legal documentation, such as that related to procurement and contractual terms and conditions. As can be seen in section 5.0 of the SOW, Scope of Work, sections 5.2.1 and 5.2.10, the contractor may be expected to complete work related to procurement and contracting documents. The Contractor is neither expected nor required to provide "legal advice".

Question #16:

Reference: Contracted Resource Requirements (Annex A - Statement of Work 7.0)

Could you elaborate on what constitutes for example 5 years' experience for a contracted resource - ie. is it based on a combination of the type, size and number of projects? Is there a "rating" schedule to define how experience is measured? (Section 7.4.1)

Answer #16:

Years of experience are defined as a non-overlapping (whether consecutive or non-consecutive) timeframe of professional work experience where in the resource provided the identified service or subject matter expertise. To demonstrate the requirements of the SOW, the years of experience may be demonstrated through the resource's employment or project experience. The Bidder should provide details on the nature of the experience and the time frame (month/year) in which it was obtained. Where a requirement is for a minimum of five (5) years of experience, this experience must be demonstrated as non-concurrent work experience. Please note other mandatory and rated criteria require specific projects to be cited.

Question #17:

Reference: Contracted Resource Requirements (Annex A - Statement of Work 7.0)

Should a Civil Engineer be included in the list of Core Contracted Resources required for Schools? - ie. site servicing, septic systems, water supply for fire protection, stormwater drainage, access roads and parking (Section 7.4.2).

Answer #17:

The table in SOW section 7.4.2 represents the Core Contracted Resources DIAND anticipates will be primarily (but not exclusively) utilized under the Core Infrastructure Categories. It is intended to be illustrative, but is not exhaustive. There is the potential that a Civil Engineer may be required to provide services in support of Schools.

Question #18:

Reference: Contracted Resource Requirements (Annex A - Statement of Work 7.0)

Please provide a definition of connectivity (Section 7.4.3.c)

Answer #18:

The objective of connectivity is to support under-connected First Nations to gain access to nearby regional broadband networks and/or nearby regional telecommunications rural broadband expansion projects in order to enhance community access to information and broadband technologies. To fall within this category, a project must be directly related to one of the following infrastructure subcategories:

- High-speed backbone (transport) networks;
- Broadband points of presence (POPs);
- Local access networks;
- Community satellite equipment

Broadband is defined as:

Satellite Consumer Broadband - Capacity of 1.0Mb/s \geq 4Mb/s downstream and 128Kb/s \geq 512Kb/s upstream;

Terrestrial Consumer Broadband - Capacity of \geq 1.5Mb/s downstream and \geq 256Kb/s upstream;

Industrial Broadband - Capacity of 10Mb/s or higher.

Question #19:

Reference: Performance Standards (Annex A - Statement of Work 8.0)

Will the contractor be able to invoice for a second Contracted Resource to provide QA/QC (Section 8.2.2)?

Answer #19:

It is at the discretion of the contractor if they would like to sub-contract to provide QA/QC. The contractor will be expected to stand by the fixed, all-inclusive per diem rates and prices provided for each contracted resource as identified in Annex B, "Basis of Payment". It will be at the discretion of DIAND if they accept the cost presented by the contractor with respect to any resultant call-ups.

Question #20:

We understand that under the contemplated standing offer, services are to be rendered in every provinces, and Yukon Territory, and should we expect that firms are to be hired only in the provinces and disciplines where they have staff, or may it happen that an expert be asked to travel in other provinces ?

Answer #20:

There is potential for work in any of the ten (10) provinces or Yukon Territory. Firms awarded Standing Offers will be chosen for work based on services they provide and price. That being said, work will be distributed as fairly as possible among the five (5) winning bidders. In terms of travel for work, please see section 13.0 of the SOW and section 5.3 and 5.4 of Part 7 (section B).

Question #21:

Where qualification of the firm is concerned, does AANDC expect to read projects briefs or lists of similar projects?, or simply the sole description of the firm's services (profile)?

Answer #21:

AANDC does not intend to read project briefs as part of identifying the qualification of the firm. Rather, AANDC will review the bidder's experience as provided by the bidder. See section M1.2.4 of the mandatory evaluation criteria.

Question #22:

Could AANDC provide few typical examples of mandates that could be awarded through the contemplated standing offer?

Answer #22:

We prefer not to provide a list of mandates that could potentially be awarded through the contemplated standing offer for the following reasons: our mandates and work requirements could change based on political and departmental directives, not all projects or work to be carried out under these standing offers have been identified and scoped, and we do not want to mislead the bidders or limit the experience or contracted resources they present.

Question #23:

With regard to the above noted RFSO for the Department of Indian Affairs and Northern Development (DIAND), the solicitation close date is currently set for January 8, 2015. Our team would like to formally request a two week extension to this close and submit our qualifications to your organization on January 22, 2015.

As this solicitation requires communications and technical qualifications/information from several of our geographic regions, the additional time will ensure we can prepare the most valuable and comprehensive package possible.

Answer #23:

The answer to this question is yes. We will allow an extension to January 22, 2014 but not beyond this date.

Question #24:

Toutefois, compte tenu des exigences de préparation de l'offre de service et de la période des vacances des Fêtes qui approche, nous vous demandons de bien vouloir reporter la date de dépôt d'une semaine, soit au 15 janvier 2015, afin que nous puissions vous offrir la meilleure offre possible.

Given the requirements for the standing offer and the holiday season approaching, we would like to request an extension to January 15, 2015, such that we can offer the best proposal possible.

Answer #24:

See response to question 23 above.

Question #25 :

Le document d'appel d'offres indique qu'un maximum de cinq commandes peut être offert. Avez-vous une idée de l'envergure des honoraires qui pourraient être associés à ces commandes?

The Request for proposal states that a maximum of five Standing Offers will be offered. Do you have any idea of the scope of the fees associated with standing offer?

Answer #25:

Each standing offer will have a value of \$2M each.

Question #26 :

Des précisions sur le paiement des honoraires lors du transport du personnel seraient requises :

- a) Exemple : dans le cas où une commande nous serait offerte pour réaliser un mandat avec votre bureau régional situé à Vancouver et que des réunions de coordination seraient requises durant la phase de préparation des plans et devis pour la construction d'une école, est-ce que le temps de déplacement d'un (ou des) membre(s) de notre équipe de projet (qui seraient basés, par exemple, en Alberta ou au Québec) serait alors payé à partir de leur lieu de travail habituel? Qu'en est-il des dépenses de transport pour assister à ces réunions?
- b) Cette question nous apparaît être importante puisqu'il y a huit (8) grandes régions où des taux horaires doivent être présentés (voir le Tableau 4-A de l'appel d'offres), mais que le nombre maximum de ressources qui peut être présenté, pour chacune des dix (10) spécialités, est de quatre (4) et le minimum de une (1). Ainsi, il est possible, voir même probable, selon l'endroit où les services devront être fournis, que les ressources auront à se déplacer sur de grandes distances pour faire leur travail. Il est donc important que ce point soit éclairci*

Details of the payment of fees during transportation of personnel would be required:

- a) Example: if an order would be available to carry out a warrant in your Vancouver regional office and coordination meetings would be required during the preparation phase of plans and specifications for the construction of a school; what travel time of one (or more) member (s) of our project team (which would be based, for example, in Alberta and Quebec) would be paid from their normal place of work? What

about transportation expenses to attend these meetings?

b) This question appears to be important for us since there are eight (8) major areas where rates must be presented (see Table 4-A of the tender), but the maximum number of resources that can be presented for each of the ten (10) specialty is four (4) and the minimum of one (1). Thus, it is possible, or even probable, depending on where the services to be provided, that the resources have to travel great distances to do their job. It is therefore important that this be clarified *

Answer #26:

See response to Question #13.

Question #27:

In other similar RFSO, the total estimated amount of the SO as well as the number of firms expected to qualify for the SO is provided. Is there any such information or clue available about the present RFSO?

Answer #27:

Each standing offer will have a ceiling value of \$2M each. A maximum of five (5) Standing offers will be issued.

Question #28:

Can an estimate as to the overall value of the program be provided? Alternatively can the budget assigned to this SO be disclosed?

Answer #28:

The Department intends to award up to five Standing Offer agreements at \$2,000,000.00 each. Note that the work will be contracted via call-up on an as and when required basis. There are no guarantees that the \$2,000,000.00 will entirely be contracted for each Standing Offer.

Question #29:

It is understood that up to 5 awards may be made. Will call-ups under the SO be offered to firms based on geographic coverage, or will each firm have equal access to all call-up assignments?

Answer #29:

DIAND will do its best to fairly distribute the work across all five of the potential standing offers. Work will be distributed based on the services required and the prices that the potential contractor's offer. It is expected that the majority of the work to be awarded under the standing offers can be completed remotely from the contractor's base location. If there is a call-up that requires a large portion of work to take place in a specific location, then it is possible that the contractor's base location will be considered in awarding the call-up. See also, 9.1.1 on page 38 of the RFSO.

Question #30:

With reference to the core categories of Schools and Housing on page 53, is the term "Building Inspector" meant to imply the need for prior experience working as a building inspector or building official for a municipal government or rather simply someone having experience inspecting buildings ?

Answer #30:

The experience required by the building inspector can be found in section 7.4.1 (f) of the SOW. The Building Inspector does not necessarily require experience working as an official for a municipal government; however, it is expected that he/she has experience inspecting buildings in general and is familiar with the National building and National fire codes and the building and fire codes of at least those of one province or territory. Bidders should refer to 7.4.1 (f) for the full requirement for this resource.

Question #31:

Can the response tables for rates by category be issued to proponents in electronic format as a means to help ensure consistency among responses?

Answer #31:

No. Each bidder should follow the format as presented in the RFSO, Annex B ("Basis of Payment") and, based on this format; each bidder should submit the required information using their own tables.

Question #32:

Regarding the indicated amendments to the SACC Manual, we note that the version of the manual available at the link in the RFSO documents is organized by primary section number, and then by subsection letter. Eg: 5A, 5B, 5C, etc. Can clarification be given as to the applicability of the proposed amendments in this format? For example, amendment 1e says "Section 5, subsection 4 is amended as follows..." however Section 5 has alphabetically organized subsections

Answer #32:

The amendments referenced in your inquiry are in relation to the various Sections found within 2006 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all?status%5B%5D=3&date_op=%3D&date%5Bvalue%5D%5Bdate%5D=&date%5Bmin%5D%5Bdate%5D=&date%5Bmax%5D%5Bdate%5D=&id=2006&title=&text=&=Go).

The Standard Instructions 2006 are located in Section 1 of the SACC Manual.

When reviewing referenced clauses, to simplify your search, click on "Find a SACC Manual Item" which is located in the column on your left hand side of your screen. In the window that appears, type the clause ID number in the "ID Contains" field and press enter. In the new screen that appears, click on the link marked "Active".

Question #33 :

Référence : Page 64 de 83; section 13.4.

1. Veuillez confirmer la référence à la section 14.3 dans le texte de la section 13.4. Ne devons-nous pas lire 13.3?
2. Devons-nous comprendre des sections 13.2 et 13.4 que le *per diem* d'une ressource située à Vancouver, par exemple, pour une réunion dans la région de la capitale nationale doit inclure ses frais de déplacements comme l'avion et l'hôtel compte tenu qu'il est mentionné à la section 13.2 que l'entrepreneur devra absorber les coûts associés à ses déplacements **dans** la RCN? (voir le texte en anglais qui mentionne « travel **to** the NCR »)

Reference: Page 56 of 75; Section 13.4.

1. Please confirm reference to section 14.3 in section 13.4. Should it read 13.3 instead of 14.3?
2. Does sections 13.2 and 13.4 apply to a resource located in Vancouver, for example, if we have to attend a meeting in the National Capital Region, do we need to cover our own travel expenses such as airfare and hotel, given that it is mentioned in Section 13.2 that the contractor will have to absorb the costs associated with its movements in the NCR? (see text in English that says "travel to the NCR")

Answer #33:

1. To be corrected by procurement as requested. It should read 13.3 instead of 14.3.
2. See response to question #13.

Question #34:

Référence : Page 22 de 83; Section C1 – 1.1.1

1. Veuillez préciser la notion « d'année d'expérience » pour l'évaluation de ce critère. Par exemple, un ingénieur en structure ayant travaillé sur un projet d'école pendant 27 mois de février 2010 à avril 2012, à raison de 30 % de son temps a-t-il :
 - a. 3 ans d'expérience (travaillé dans 3 années différentes) ou
 - b. 2 ans d'expérience (arrondir 27 mois à 2 ans) ou
 - c. 8,1 mois d'expérience (30 % de 27 mois)?
2. Sur la notion « d'année d'expérience », un ingénieur avec 15 ans d'expérience (15 ans depuis l'obtention de son diplôme) peut-il se voir reconnaître 10 ans d'expérience dans la construction d'écoles et 10 ans dans la construction de logements?
3. Veuillez préciser la notion de « l'expérience au-delà de celle démontré par le soumissionnaire pour satisfaire à l'exigence obligatoire ». Par exemple, un ingénieur en structure avec 12 ans d'expérience (12 ans travaillés depuis l'obtention de son diplôme) dont 5 ans à temps plein sur des projets d'écoles a-t-il :?
 - a. 5 points
 - b. 2 points

Reference: Page 20 of 75; Section C1 - 1.1.1

1. Can you please be precise in what is meant by "year of experience" for the evaluation of this criteria. For example, a structural engineer who worked on a school project for 27 months from February 2010 to April 2012, at 30% of his time:
 - a. 3 years experience (worked in 3 different years) or
 - b. 2 years experience (round 27 months to 2 years) or
 - c. 8.1 months of experience (30% of 27 months)?
2. On the basis of "years of experience", can an engineer with 15 years of experience (15 years since graduation) be recognized as having 10 years of experience in building schools and 10 years in housing construction?

3. Please clarify the concept of "experience beyond that demonstrated by the bidder to meet the mandatory requirement." For example, if a structural engineer has 12 years of experience (12 years worked since graduation) with 5 years full time on school projects, how many points does he get?
- 5 points
 - 2 points

Answer #34:

- If a structural engineer has worked on a school project for 27 months at 30% of his time, it would be determined that he has 2 years of experience in the schools infrastructure category.
- Yes, an engineer can be considered to have 10 years of experience in both housing and schools if the majority, at least a third of their time, was dedicated to each of those infrastructure categories over the ten (10) years to be considered.
- The amount of points that the structural engineer would obtain depends on how many of those years was put towards meeting the M1.2.6. If three (3) of the five (5) years of experience of the engineer was used to meet the 10 year team requirement in M1.2.6, than on only two (2) years could be used in the point rated criteria. The two (2) years would translate to two (2) points.

Question #35:

Part 1 –General Information, Clause 1.(iv) & Part 4 – Evaluation Procedures and Basis of Selection, Clause 1.1.2 (Point Rated Technical Criteria)

Our firm is only interested in responding to this RFP for the provinces of Manitoba and Ontario. This is mainly due to our limited geographic presence in Eastern Canada and existing First Nation working relationships we have in Western Canada. The proposal scoring system however appears to 'penalize' a limited regional response as less points is earned. Please confirm if a respondent can be selective as to the specific region he can viably provide technical support. If this is the case, can the proposal scoring be adjusted accordingly, so that a limited geographic response does not lose points.

Answer #35:

The bidder cannot apply to work in selective regions. It is expected that the bidder can work in any of the regions as identified in section 13.0 of the SOW. The majority of the work will likely take place in the NCR but can likely be done so remotely.

Question #36:

Part 7 – Standing Offer and Resulting Contract Clauses; Section B; Clause 2.1 (General Conditions) & Clause 10.2

Our firm is comprised of a number of provincial subsidiaries, each with their own Procurement Business Number (PBN). If our firm was to respond to all work regions required, it would appear that our collective subsidiary response would be interpreted by DIAND as a 'joint venture'. Please clarify DIAND's position and requirements.

Answer #36:

A joint venture (JV) must be registered in order to be considered and have only one Procurement Business Number (PBN) for the Contractors that form part of the JV. Note that sub-contracting is another option but the Contractor that will be awarded the Standing Offer will have to manage the sub-contractors. The Contractor shall ensure that all resources deployed in the provision of services under any resultant Call-up(s), including any and all sub-contractors, are properly trained and qualified to fulfill their responsibilities. In addition, the Contractor shall ensure that all deployed resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.