

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions
- TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
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
Business Management and Consulting Services
Division / Division des services de gestion des affaires
et de consultation
11 Laurier St. / 11, rue Laurier
10C1, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet Defence Sect Research & Analysis Se	
Solicitation No. - N° de l'invitation UT830-153671/A	Amendment No. - N° modif. 005
Client Reference No. - N° de référence du client UT830-153671	Date 2015-09-11
GETS Reference No. - N° de référence de SEAG PW-\$\$ZG-421-29395	
File No. - N° de dossier 421zg.UT830-153671	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-09-23	
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: Dubé, Robert	Buyer Id - Id de l'acheteur 421zg
Telephone No. - N° de téléphone (819) 956-0473 ()	FAX No. - N° de FAX () -
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

Solicitation No. - N° de l'invitation

UT830-153671/A

Amd. No. - N° de la modif.

005

Buyer ID - Id de l'acheteur

421zg

Client Ref. No. - N° de réf. du client

UT830-153671

File No. - N° du dossier

421zgUT830-153671

CCC No./N° CCC - FMS No/ N° VME

SEE ATTACHED DOCUMENT

Solicitation No. - N° de l'invitation
UT830-153671/A
Client Ref. No. - N° de réf. du client
UT830-153671

Amd. No. - N° de la modif.
005
File No. - N° du dossier
421zg UT830-153671

Buyer ID - Id de l'acheteur
421zg
CCC No./N° CCC - FMS No./N° VME

AMENDMENT # 005

This amendment solicitation is raised to:

- A) answer questions from the industry; and
- B) make corrections and/or clarifications to the RFP.

A) To answer questions #25 to #34 from the industry:

QUESTION 25

We note that in Part 7 Resulting Contract Clauses Canada has called up C0100C (Discretionary Audit – Commercial Goods and/or Services). It is our understanding that this contract clause is only applicable in non-competitive contracts for commercial goods and/or services valued over \$50,000 whenever price certification clause [C0002T](#) or [C0004T](#) or [C0006T](#) is used, or when rate certification clause [C0600T](#) is used. As such, as this is a competitive contracting process, please can Canada confirm our assumption that this contract clause is not required and would be removed from any final contract document?

ANSWER 25

After review of Article 7.6.4 - Discretionary Audit in Part 7, Canada confirm that Clause C0100C is not required and has been removed.

QUESTION 26

We note the clarification (CQ 18) raised by one of the bidders in relation to Conflict of Interest (COI) and would wish to seek confirmation from the authority regards our assumption that, by entering into any resulting contract through this RFP, the winning supplier will not automatically be barred from tendering or contracting for any other advice and/or supply work for Canada and that, as noted in CQ18, Canada and the winning supplier would work together in accordance with SACC clauses (detailed in CQ18) should any potential or actual COI come to light during the course of the contract.

ANSWER 26

The assumption is correct.

QUESTION 27

Within the draft contract terms it is noted that C0705C (2010-01-11) Discretionary Audit has been included. As we understand that this clause is mostly aimed at sole-source work and given that this RFP is being issued on a competition basis, we are unclear why this contract clause has been included. We would seek guidance from the client as to how and why it feels this clause is applicable.

ANSWER 27

Clause C0705C (2010-01-11) Discretionary Audit in article 7.6.4 of Part 7 is applicable and it is use in all competitive bid solicitations, as it may apply in the case of a sole responsive bid. Please refer to Section 14, Price Justification of SACC 2003 Standard Instructions - Goods or Services - Competitive Requirements.

SACC manual can be found at: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

QUESTION 28

As stated in the Section 17 (2010-01-11) in the 2003 (2015-07-03) Standard Instructions – Goods or Services – Competitive T&Cs, a joint venture (“JV”) is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, (sometimes referred as a consortium). We are unclear whether Canada deems a JV to exist only where two or more parties create a new single legal entity/company or whether the definition of a JV is also used to cover where the relationship is more of a consortium, where the parties remain individual legal entities but where one party may have the power to represent and contract on behalf of all (or where all companies enter into the single contract with Canada on a joint liability basis). We would be grateful if you could confirm what Canada deems to be the definition and hence whether either one or both definition could be deemed to be the Bidder or Bidding Entity as used within the RFP (for example within the Technical Evaluation section).

ANSWER 28

A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise where the parties remain individual legal entities and does not create a new single legal entity or a company.

The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture.

Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- a. the name of each member of the joint venture;
- b. the Procurement Business Number of each member of the joint venture;
- c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- d. the name of the joint venture, if applicable.

All members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

Regarding clarifications of the terms “Bidder” and “Bidding Entity”, Canada has amended the mandatory technical criterion M2 of “Table MC1: Mandatory Technical Criteria” and the point-rated technical criterion R1 of “Table PRC1: Experience” in Attachment 1 to PART 4, Technical and Financial Evaluation Criteria, please see section B of the present RFP amendment (Amendment #005).

QUESTION 29

In section 7.2.3 (Non-Disclosure Agreement, see page 44), the document implies that all staff members will need to fill out and submit the non-disclosure agreement (NDA) before the government of Canada will share information with us.

I infer from this that we do not need to submit NDA forms for all staff as part of our proposal. Rather, we would need to take this step if we were selected as the winner. Is this correct?

ANSWER 29

Please note, in the RFP amendment #001 published on August 14, 2015, the numbering of articles was changed and now article 7.2.3 Non-Disclosure Agreement (A9126C) of Part 7 refer to 7.2.4 at page 43.

Solicitation No. - N° de l'invitation
UT830-153671/A
Client Ref. No. - N° de réf. du client
UT830-153671

Amd. No. - N° de la modif.
005
File No. - N° du dossier
421zg UT830-153671

Buyer ID - Id de l'acheteur
421zg
CCC No./N° CCC - FMS No./N° VME

In response to your question, after contract award to the successful Bidder (the Contractor), when the Contractor will have access to confidential and sensitive information the Contractor he will be required to obtain from its employee(s) or subcontractor(s) a non-disclosure agreement before they are given access to the information. This clause is used to supplement the confidentiality section of the general conditions in SACC 2035.

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Contracting or Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

QUESTION 30

Please clarify the definition of "legal bidding entity", in particular for the purpose of describing bidder experience qualifications; will the Crown please modify the criteria to allow the Bidder to bid the experience of the Bidder, its subsidiaries and affiliates?

ANSWER 30

Regarding clarifications of the term "legal bidding entity", Canada has amended the mandatory technical criterion M2 of "Table MC1: Mandatory Technical Criteria" and the point-rated technical criterion R1 of "Table PRC1: Experience" in Attachment 1 to PART 4, Technical and Financial Evaluation Criteria. Please see section B of the present RFP amendment (Amendment #005).

QUESTION 31

We intend on submitting a proposal in response to the RFP "Defence Sector Research & Analysis Services in Support of the Government of Canada's Defence Procurement Strategy". We would like to confirm the mailing address for the hard copies of this submission. We will be sending them to:

*Bid Receiving - PWGSC / Réception des soumissions - TPSGC
11 Laurier Street / 11, rue Laurier Place du Portage, Phase III Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5*

ANSWER 31

We confirm that all bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time at the following mailing address:

*Bid Receiving - PWGSC / Réception des soumissions - TPSGC
11 Laurier Street / 11, rue Laurier Place du Portage, Phase III Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5*

Also, as stated in Part 2 – Bidders Instructions, section 2.2 – Submission of Bids, bids transmitted to PWGSC by electronic mail will not be accepted and due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

NOTE: *K1A 1C9 or J8X 4A6 instead of K1A 0S5 are postal codes that might be utilized by some Courier Services. Please verify with your Courier Services.*

QUESTION 32

Please can the Authority confirm our assumption that, in line with the changes to the RFP detailed under section B of RFP amendment 002, that the pricing info/breakdown detailed under Part 3 Section D is no longer required and that the required pricing response is simply the firm prices and the prices for the rates and assumed hours etc. as detailed in Tables 1 and 2 of Attachment 1 to Part 3? In other words providing the completed Table 1 and Table 2 provides the Authority with the level of price breakdown it requires.

ANSWER 32

1- The changes to the RFP detailed under section B of the RFP Amendment #002 is in reference to Attachment 1 to Part 3, Pricing Schedule and specified that the total estimated cost of any travel and living expenses **must be included** in the prices in Table 1 of this pricing schedule and the total estimated cost of any travel and living expenses **must be excluded** from the rates in Table 2 of this pricing schedule. Also any travel and living expenses authorized by Canada in a Task Authorization will be reimbursed as per the National Joint Council Travel Directive.

2- Regarding Part 3 - Bid Preparation Instructions, Paragraph D - Price Breakdown, the Bidder must provide a price breakdown in its financial bid, as detailed in Paragraph D, for each firm all-inclusive lot price quoted in Table 1 of Attachment 1 to Part 3. Bidders should provide the price breakdown in a separate table from Table 1- Firm Lot Price Work. A price breakdown is not required for the rates quoted in Table 2 of Attachment 1 to Part 3.

QUESTION 33

Based on our understanding of the question and scoring please can Canada confirm our assumption that the 5 years' experience required for Question M2 can be made up of a combination of evidence across the subsections (i) to (v) under M2.2 and that bidders are not required to provide 5 years of evidence for each individual subsection (i) to (v) under M2.2?

ANSWER 33

With respect to sub-bullet M2.2 under Mandatory Technical Criterion M2 in Table MC1 of the Technical and Financial Evaluation Criteria (Attachment 1 to Part 4), the minimum required experience must be demonstrated in all of the areas listed—i.e., (i) current and future market outlooks and opportunities; (ii) technological innovation in the defence sector; (iii) industrial supply chains in the defence sector; (iv) specific firms active in the defence sector; and (v) specific defence platforms. In other words, evidence must be provided for each of the areas listed.

QUESTION 34

Noting clause 7.2.3 Non-Disclosure Agreement (A9126C) as detailed in Part7 of (Resulting Contract Clauses), can Canada confirm our assumption that the Annex D document is deemed to be an internal acknowledgement by employees of a Contractor (or their Subcontractor) that they have been briefed on the confidentiality conditions and obligations that the Contractor/Subcontractor have under the main contract with Canada, and as such should there be a breach of confidentiality Canada would seek remedy against the Contractor and not directly against an individual employee ?

ANSWER 34

Refer to answer provided to question # 29.

B) To make the following correction(s) to the RFP document:

1) In Part 3 – BID PREPARATION INSTRUCTIONS, Section II: Financial Bid, paragraph D, item 6.

DELETE:

Bidders should must: 1) identify the categories of other direct charges anticipated (such as long distance communications and rental); and 2) provide the estimated cost and the cost basis for each one.

REPLACED with:

Bidders should: 1) identify the categories of other direct charges anticipated (such as long distance communications and rental); and 2) provide the estimated cost and the cost basis for each one.

2) In Part 4 - PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION, ATTACHMENT 1 to PART 4, TECHNICAL AND FINANCIAL EVALUATION CRITERIA.

Under Table MC1: Mandatory Technical Criteria:

DELETE:

M2 The Bidder must demonstrate that the legal bidding entity has a minimum of five (5) years of experience, acquired in the 5-year period prior to the closing date of this bid solicitation, in each of the following areas:

- **M2.1** Providing executive-level clients in the government sector (national-level government) and/or private sector with strategic information and advice pertaining to offset strategies for defence procurement.
- **M2.2** Conducting defence market and industrial base research and analysis for executive-level clients in the government sector (national-level government) and/or private sector in all of the following areas:
 - (i) current and future market outlooks and opportunities; (ii) technological innovation in the defence sector; (iii) industrial supply chains in the defence sector; (iv) specific firms active in the defence sector; and
 - (v) specific defence platforms.

The Bidder must provide, at a minimum, details as to where, when, and how the stated experience was obtained.

REPLACED with:

M2 The Bidder must demonstrate **that it, its parent, subsidiaries or other affiliates together have** a minimum of five (5) years of experience, acquired in the 5-year period prior to the closing date of his bid solicitation, in each of the following areas:

- **M2.1** Providing executive-level clients in the government sector (national-level government) and/or private sector with strategic information and advice pertaining to offset strategies for defence procurement.
- **M2.2** Conducting defence market and industrial base research and analysis for executive-level clients in the government sector (national-level government) and/or private sector in all of the following areas:
 - (i) current and future market outlooks and opportunities; (ii) technological innovation in the defence sector; (iii) industrial supply chains in the defence sector; (iv) specific firms active in the defence sector; and
 - (v) specific defence platforms.

The Bidder must provide, at a minimum, details as to where, when, and how the stated experience was obtained.

Under Table PRC1: Experience:

DELETE:

R1 **Criterion:** Experience of legal bidding entity.

Explanation: This criterion assesses the extent to which the experience of the legal bidding entity in the two (2) areas listed under Mandatory Criterion M2 (M2.1 and M2.2) exceeds the

Solicitation No. - N° de l'invitation
UT830-153671/A
Client Ref. No. - N° de réf. du client
UT830-153671

Amd. No. - N° de la modif.
005
File No. - N° du dossier
421zg UT830-153671

Buyer ID - Id de l'acheteur
421zg
CCC No./N° CCC - FMS No./N° VME

minimum requirement of five (5) years. The Bidder must provide, at a minimum, details as to where, when, and how the stated experience was obtained.

Scoring: One point awarded for each **full year** of experience in excess of the minimum requirement of five (5) years and up to a maximum of ten (10) points. For example, if nine (9) years of experience are demonstrated, four (4) points will be awarded. Points will only be awarded for each **full year** of experience; partial points will not be awarded for partial years of experience (i.e., less than 12 months of experience in any given year).

REPLACE with:

R1 Criterion: Combined experience of the Bidder and its parent, subsidiaries or other affiliates.

Explanation: This criterion assesses the extent to which the combined experience of the Bidder and its parent, subsidiaries or other affiliates in the two (2) areas listed under Mandatory Criterion M2 (M2.1 and M2.2) exceeds the minimum requirement of five (5) years. The Bidder must provide, at a minimum, details as to where, when, and how the stated experience was obtained.

Scoring: One point awarded for each **full year** of experience in excess of the minimum requirement of five (5) years and up to a maximum of ten (10) points. For example, if nine (9) years of experience are demonstrated, four (4) points will be awarded. Points will only be awarded for each **full year** of experience; partial points will not be awarded for partial years of experience (i.e., less than 12 months of experience in any given year).

3) In Part 7 - RESULTING CONTRACT CLAUSES, Article 7.6.4 - Discretionary Audit.

DELETE:

Clause C0100C (2010-01-11), Discretionary Audit - Commercial Goods and/or Services

ALL OTHER TERMS AND CONDITIONS OF THE BID SOLICITATION REMAIN UNCHANGED