

Project title: Procurement of Management Services, Field Support Services project in Mozambique

A. AMENDMENT #1 TO THE REQUEST FOR PROPOSALS (RFP):

1. In **Section 1, Instructions to Bidders**, **REPLACE** the paragraph 10.5 c) **BY** the following: *“Translation and interpreters costs directly related to the project.”*
2. In **Section 1, Instructions to Bidders**, **ADD** the following text in paragraph 10.5 h) *“Office supplies costs directly related to the project, including but not limited to the paper for printing and copying purposes.”* The existing clause 10.5 h) becomes 10.5 i).
3. In **Section 1, Instructions to Bidders**, **REPLACE** the paragraphs 6.1 and 6.4 **BY** the following:

Paragraph 6.1 *“Bidders may request a clarification of any of the RFP elements no later than 14 Days before the RFP Closing Date. Requests received after that date may not be answered.”*

Paragraph 6.4 *“A request for an extension of the RFP Closing Date will only be considered if it is received no later than 14 Days before the RFP Closing Date, in writing, by the Point of Contact. The revised RFP Closing Date, if granted, will be published on GETS approximately 7 Days before the original RFP Closing Date.”*

4. In **Section 2, Technical Proposals Standard Forms**, **REPLACE** the form TECH-6A, Curriculum Vitae for proposed personnel **BY** the form in the Attachment 2016-D-000027-1 - FORM TECH 6A – (Word format).
5. In **Section 5, Evaluation Criteria**, Rated Evaluation Criteria, Instructions to Bidders, Definitions section, Project Region, **ADD** South Africa to the list.
6. In **Section 5, Evaluation Criteria**, Requirement 4, Experience providing services similar to the FSSP, **DELETE** the following sentence: *“have an average budget of at least CAD1,000,000 per year”* and **REPLACE BY** the following: *“have an average annual value of at least CAD1,000,000 per year”*.
7. In **Section 6. Standard Form of Contract**, **REPLACE** the paragraph 6.2.7 c) **BY** the following: *“Translation and interpreters costs directly related to the project.”*

B. QUESTIONS & RÉPONSES

Question 1	<p>Regarding clause 10.5c (Reimbursable expenses- printing/copying).</p> <ol style="list-style-type: none"> a. How are normal printing and copying charges to be reimbursed (i.e. not "supplementary" or "extra" printing or copying which is referred to in the text)? b. What is "microcopying"?
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Answer 1	<p>a. Refer to section A, Amendment # 1. The Clause 10.5 c) is amended.</p> <p>A new clause 10.5 h) is added to cover the office supplies, including the paper used for printing and copying. Refer to the Section A. Amendment # 2 above.</p> <p>b. The term microcopying has been deleted from 10.5 c). See new paragraph in Section A. amendment # 1 above.</p>
Question 2	<p>Regarding clause 10.5d (Reimbursable expenses – transportation costs)</p> <p>a. Is fuel to transport the FSSP Personnel from their place of residence to their office reimbursable?</p> <p>b. For whom do the local transportation and living expenses apply? For example, are travel costs and hotel costs for the Consultant's home office staff to visit the field office considered a covered reimbursable expense?</p>
Answer 2	<p>a. No, fuel to transport the FSSP Personnel from their place of residence to their office will not be reimbursed.</p> <p>b. Clause 10.5d (Reimbursable expenses – transportation costs) allows “Certain expenses, such as local transportation costs and living expenses while on Travel Status for the purpose of the Services...” As defined in Section 1. Instructions to Bidders (ITB), Definitions (ff) “Travel Status” means travel approved in writing by DFATD directly related to the Services.</p> <p>Therefore, local transportation costs and living expenses of the FSS Consultant’s Personnel on project-related travel approved in writing by DFATD is considered a reimbursable expense.</p>
Question 3	<p>Regarding clause 11.7 (Form TECH-6A signatures).</p> <p>a. Are electronic signatures permitted (i.e. a scanned copy of a person's signature)?</p> <p>b. May the representative of the Bidder sign CVs on the individual's behalf?</p>
Answer 3	<p>a. Yes, electronic signature on Form TECH-6A is permitted.</p> <p>b. No, the representative of the Bidder cannot sign CVs on the individual's behalf. As per provisions of Section 1, ITB, clause 11.7 TECH-6B must be signed by the individual.</p>
Question 4	<p>Regarding clause 16 (Personnel Replacement prior to Contract Award).</p> <p>a. What if the individual in question is not currently a full-time employee of the bidder?</p> <p>b. In that case, what happens if DFATD takes an extended period of time to assess bids and invite a bidder to contract negotiations and/or negotiations take an excessive amount of time, and that</p>

	<p>individual in the interim is contracted for other work? Would this not count as being "beyond the control of the Bidder"?</p> <p>c. What happens if the bidder's first proposed alternative candidate does not meet the necessary requirements but they have another candidate who does? It does not seem reasonable or fair that DFATD would reject the bidder's proposal based on just one potential replacement candidate.</p>
Answer 4	<p>a. Section 1, ITB, clause 16, Personnel Replacement prior to Contract Award states that <i>"If specific individuals are identified in the Bidder's Proposal, the Bidder must ensure that each of those individuals are available to commence performance of the Services as requested by DFATD and at the time specified in this RFP or agreed to with DFATD unless the Bidder is unable to do so for reasons beyond its control."</i></p> <p>This requirement applies to any individual identified in the Bidder's Proposal regardless of contractual arrangement between the Bidder and such individual.</p> <p>b. As stated in Section 1, ITB, clause 16, Personnel Replacement prior to Contract Award <i>"...extension of Proposal validity requested by DFATD"</i> is considered a reason beyond the control of the Bidder.</p> <p>c. As stated in Section 1, ITB, clause 16, Personnel Replacement prior to Contract Award <i>"If the proposed replacement does not, at a minimum, achieve the score of the individual named in the Proposal or is not acceptable to DFATD, DFATD may reject the Proposal and enter into negotiation with the next highest-ranking Bidder."</i></p>
Question 5	Regarding clause 20.1b (Rights of DFATD – financial bids). Please confirm that negotiations are not to include negotiations on Fees, Administrative Mark-up or Service Costs.
Answer 5	<p>Section 1, ITB, clause 20. Rights of DFATD states that <i>"DFATD reserves the right to:</i></p> <p>...</p> <p><i>(b) enter into negotiations with Bidders on any or all aspects of their Proposals"</i></p> <p>Although the negotiations are not to include negotiations on Fees, Administrative Mark-up or Service Costs, DFATD reserves the right stated in the clause above.</p>
Question 6	What non-Canadian entities have won contracts for running an FSSP or PSU for CIDA/DFATD in the past 10 years?
Answer 6	PSU is a distinct project, different from FSSP; no FSSP contracts have been awarded to date.
Question 7	What requirements are there with respect to security for personnel and related expenses, for the proposal submission and for execution of the assignment? How are security costs to be allocated in the Bidder's proposal?

Answer 7	Costs related to the security for the FSS personnel shall be included as overhead/indirect costs in the Fees as indicated in Section 1, ICB, clause 10.4.1 Fees (Form FIN-1).
Question 8	Regarding clause 6.1 (Clarifications and Amendment). By which date will DFATD provide answers to all questions that are submitted? We suggest that bidders should be given not 9 days but 14 days prior to closing for submission of questions and that DFATD provide answers to all questions no more than 12 days prior to the proposal due date. Otherwise Bidders will not have sufficient time to address the answers that are provided.
Answer 8	Refer to Section A. Amendment # 3 above.
Question 9	Can Department of Foreign Affairs, Trade and Development (DFATD) share any lessons learned on the implementation of the Canadian Cooperation Office (CCO) in Mozambique or any other Field Support Services project (FSSP) in any other country?
Answer 9	PSU is a distinct project, different from FSSP. No FSSP contracts have been awarded to date to share any lessons learnt.
Question 10	Would it be possible to visit the physical office of the CCO to assess the current layout and organizational structure which services the Department of Foreign Affairs, Trade and Development (DFATD)?
Answer 10	The Bidder is free to contact any individual or entity, it deems necessary in preparation of its proposal, including an organization currently implementing CCO in Mozambique.
Question 11	<p>a) Is the consulting firm that has the current contract to manage the CCO eligible to bid on this assignment, either as a joint venture partner or a sub-contractor? If so, are they eligible to be involved in more than one bid?</p> <p>b) Can the firm managing the Canadian Cooperation Office (PSU) bid on this opportunity? Also, can they use their existing assets?</p> <p>c) Given the following, please confirm that the consulting firm Hodi of Mozambique should not be eligible to bid on this contract either as a Joint Venture partner or a sub-contractor:</p> <ul style="list-style-type: none"> • Hodi has the existing contract to run the PSU/CCO in Mozambique and therefore has access to information that other bidders do not have access to, thereby putting it in a position of a conflict of interest or at least having an unfair advantage • Hodi's contract does not end until December 2016. Given that the FSS Project contract would start in the 1st or 2nd Quarter of 2016, Hodi would be working on both assignments at once if it won the FSS Project contract which is not appropriate. Also, it was mentioned at the Bidders Conference that the contract for the PSU/CCO may extend beyond December 2016, which

	<p>would put Hodi in an even more conflicting position.</p> <p>We recognize that the PSU/CCO contract and the FSS Project are different, but there are many similarities in terms of the scope of work and therefore the two points above are valid in our opinion.</p>
<p>Answer 11</p>	<p>This RFP is open to all eligible bidders. In accordance with Section 1. Instructions to Bidders, clause 4.3 <i>“Bidders must be eligible to participate in this RFP process.”</i></p> <p>a) <i>A Bidder is eligible to participate in this RFP process if it, including each Member if a proposal is submitted by a consortium or joint venture, has the legal capacity to contract.</i></p> <p>b) <i>A Bidder, including each Member if a proposal is submitted by a consortium or joint venture, is not eligible to participate in this RFP process if it is a government entity or a government-owned enterprise.</i></p> <p>c) <i>Government officials and/ or civil servants are not eligible to bid.”</i></p> <p>Furthermore, as per clause 4.5, <i>“Multiple proposals from the same Bidder are not permitted in response to this RFP. A Bidder must submit only one proposal in response to this RFP. Individual Members of a consortium or joint venture are not permitted to participate in another bid, either by submitting a bid alone or by submitting a bid as a Member of another consortium or joint venture. If the Bidder submits a proposal individually or as a Member of a consortium or joint venture, it must not participate as a sub-consultant in another proposal. A Bidder who submits more than one proposal will cause all the proposals that the Bidder submitted to be rejected. A sub-consultant, however, may participate in more than one proposal, but only in that capacity.”</i></p> <p>Regarding the issue of the potential conflict of interest mentioned in the Question 11, in accordance with Section 1, ITB, clause 9.3 <i>“Bidders, including each Member of a consortium or joint venture submitting a Proposal, must comply with the certifications in TECH-2 from the date of Proposal submission. Bidders have an obligation to disclose any situation of non-compliance with the certifications in TECH-2.”</i></p> <p>Among other certifications FORM TECH-2, CERTIFICATIONS contains certification # 4. CONFLICT OF INTEREST - UNFAIR ADVANTAGE. As per Section 1, ITB, clause 9.4 <i>“If any certification made by a Bidder is untrue, whether made knowingly or unknowingly, or if a Bidder failed to disclose any situation of non-compliance with the certifications in TECH-2, the Proposal will be rejected...”</i></p> <p>The compliance of the Bidder with the certifications will be determined by DFATD on a case by case basis.</p>
<p>Question 12</p>	<p>Regarding Section 4B, clause 3.1 (Office Space).</p> <p>a. The RFP states that “FSS Personnel identified in Sections 4.2, 4.3</p>

	<p>and 4.4 of the Specific Mandate of the Consultant shall be co-located within the premises defined be-low. However, the costs for use of office space by the Consultant’s FSSP Personnel are not to be included in the office space costs, as these are covered in overhead costs.” . How would one determine what office costs are related to the FSSP Personnel and what costs are related to use of the office space by others in (a) a bidder’s proposal and (b) during the execution of the contract?</p> <p>b. Under sub-clause B(i), please define “cabaret style set up”. Is this meant to mean that there would be tables set up so that people can sit around the tables, with, say, 5 people per table?</p> <p>c. Regarding sub-clause B (Meeting rooms), does the current PSU/CCO office space comply with these minimum meeting room requirements?</p>
<p>Answer 12</p>	<p>a. The requirements for the Office Space for the use by the Technical Specialists and any other parties designated by DFATD are established in Section 4B, Specific Mandate of the Consultant, clause 3.1 Office Space. It is up to the bidder to make a business decision about the size of the office space for the FSS Personnel.</p> <p>Under Section 1, ITB, clause 10.4.3 Service Costs (Form FIN-3), a) Office Space, <i>“Bidders are requested to include the costs associated with the use of office space by Technical Specialists and other parties designated by DFATD in this category”...</i></p> <p>Costs of the FSS Personnel Office are considered overhead which is an element of the Fees as stipulated in Section 1, Instructions to Bidders, clause 10.4.1 c) <i>“Overhead/indirect costs – means the business operating costs originating from any of the Bidder’s offices, including but not limited to the cost of office space and equipment required by FSSP Personnel to execute its mandate under the resultant Contract.”;</i></p> <p>b. In Cabaret style, people are sitting in groups around tables. See chart below (for illustration purposes only).</p> <div data-bbox="495 1497 743 1690" data-label="Diagram"> <p>The diagram illustrates a cabaret style table setup. It consists of five circular tables arranged in a cross pattern: one in the center, one above, one below, one to the left, and one to the right. Each table has four chairs around it, with two chairs on each side of the table.</p> </div> <p style="text-align: center;">Cabaret</p> <p>c. PSU/CCO and FSSP are two different projects; FSSP Office Space requirements (meeting rooms) are not applicable to PSU/ CCO office.</p>

Question 13	Regarding the eligibility of projects presented for "Requirement 4: Experience providing services similar to the FSSP," we would like to request that the eligibility threshold for past experience is lowered from \$1,000,000 per year in order to allow more relevant experience to be showcased.
Answer 13	Given the need to ensure the Bidder has had previous experience in financial management of projects similar to the FSSP, the Requirement 4: Experience providing services similar to the FSSP of Section 5, Evaluation Criteria remains unchanged.
Question 14	In the case of a consortium, who will be signing the invoices?
Answer 14	In accordance with Section 6. Standard Form of Contract, clause 1.8 Authority of Member in Charge, "1.8.1 If the Consultant consists of a consortium or joint venture, the Members authorize the entity ... (i.e., the Member in charge) to act on their behalf in exercising all the Consultant's rights and obligations towards DFATD under this Contract, including without limitation, the receiving of instructions and payments from DFATD." Therefore, invoices will be submitted and subsequent payments received by the Member in Charge. The Member in charge is identified by checking the appropriate box in the FORM TECH-1, ACCEPTANCE OF TERMS AND CONDITIONS.
Question 15	<p>a. In the Evaluation Grid, definition «Project region», South Africa is not listed as one country in the Project Region & is considered as a development country, therefore can it be included in the definition?</p> <p>b. Given that South Africa is a developing country, and South Africa is in the Region of the project country, please confirm that it would be considered as such for the purposes of evaluating the points for one or more of the project profiles to be submitted under Requirement 4. In other words, that the countries in the "Project Region" would not be limited only to Malawi, Zimbabwe, Zambia, Botswana, Tanzania, Namibia, Swaziland, and Angola as per "Instructions to Bidders" in the preface to the Rated Evaluation Criteria, but would also include South Africa in that list. Note that it is indeed listed as one of the countries in the OECD DAC list of ODA recipients referred to earlier in the "Instructions for Bidders".</p>
Answer 15	Refer to Section A. Amendment # 5 above.
Question 16	When can you expect receiving the documents that were presented at the bidder's conference?
Answer 16	Documents presented to the bidders at the Bidder's conference on October 20, 2015 were published on Buy and Sell on October 23, 2015. Kindly refer to https://buyandsell.gc.ca/procurement-data/tender-notice/PW-15-00703021

Question 17	Can the holdback option of 10% of the ... be reviewed. We will like that the holdback be released after each FY instead of 6 months after the completion of the contract.
Answer 17	The performance security requirement is an important element to protect the Crown from Consultant's non-performance, bankruptcy and debts left in the Recipient Country. Therefore, this condition remains unchanged.
Question 18	What is the submission deadline is it the stamp on the proposal or the date received in Ottawa?
Answer 18	<p>As stated in the RFP "RFP Closing Date is November 23, 2015 at 14:00, Eastern Standard Time (EST)". As per Section 1, Instructions to Bidders, clause 7.3 "<i>Proposals must be received by DFATD no later than the RFP Closing Date.</i>"</p> <p>Therefore the submission deadline is the date of receipt of the proposals by DFATD in Canada at the address stated in Section 1, ITB, clause 7.1 "<i>Foreign Affairs, Trade and Development Canada Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario K1A 0G2 CANADA Attention: Bid Receiving Unit – SGD</i>"</p>
Question 19	How many Technical Specialists will be procured under the Project?
Answer 19	<p>As per Section 1, Instructions to Bidders, clause 10.2 b) "<i>The envelope for Technical Specialists is fixed at 6,115,000 Canadian dollars. ...</i>"</p> <p>This amount shall be used by the Bidders to propose the administrative mark-up. At this point, DFATD cannot commit to the number of Technical Specialists that will be procured under this envelope in due course of the FSSP implementation.</p>
Question 20	We request that the 60/40 be modified.
Answer 20	<p>In accordance with Section 1, ITB, clause 11, Proposal Evaluation, paragraph 11.10 states that "<i>The evaluation of financial proposals will be carried out based on a "best value adjusted for cost" methodology. The technical proposal is awarded a maximum of 400 points or 40% of a total possible 1,000 points and the financial proposal is awarded a maximum of 600 points or 60%.</i>"</p> <p>These weightings are driven by the nature of the services procured, i.e. procurement of management services with heavy component of generic services, including but not limited to logistical, procurement, financial and administrative support.</p>

	<p>To ensure the quality of the proposals are recognized, as per Section 1, ITB, clause 11.5 “Proposals that fail to achieve at least 60% of the technical score under the Personnel category or at least 60% on the overall technical score will be rejected and the financial proposal will remain unopened. Only Proposals that achieve both minimum technical scores will be considered technically compliant.”</p> <p>The weighting of 60/40 remains as in the RFP.</p>
Question 21	<p>Regarding References specified on Form Tech-6a: We request that these references not be required to be provided in the proposal but that if DFATD needs them, then they be provided by the successful bidder before contract signature. Some references may be old given that assignments as much as 15 years old are permitted to be included and they would be difficult and time consuming to obtain. For maximum points, one would need to show 120 months (ten years) of specific assignments for the Project Manager for example and this may be result in many entries being provided in the CV which may be difficult to obtain contact information for references. Alternatively, the requirement could be reduced so that a minimum of a total of three references must be provided on each CV.</p>
Answer 21	<p>Form TECH-6A, Curriculum Vitae for Proposed Personnel is amended. Please see Section A above, amendment # 4.</p>
Question 22	<p>In section 4B - no. 3 Service Requirement it is indicated under 3.1 (Office Space) to provide for 13 individuals. Could you please clarify whether this is in addition to the FSSP personnel described under Chapter 4 section 4B?</p>
Answer 22	<p>As indicated in Section 4B, clause 3.1 Office Space,</p> <p><i>“Provision of office space for use by the Technical Specialists and other parties designated by DFATD that meets the below minimum requirements. FSS Personnel identified in Sections 4.2, 4.3 and 4.4 of the Specific Mandate of the Consultant shall be co-located within the premises defined be-low. However, the costs for use of office space by the Consultant’s FSSP Personnel are not to be included in the office space costs, as these are covered in overhead costs.”</i></p> <p>Therefore, the requirement for Office Space for 13 individuals and the requirement for the office space for the FSSP Personnel are different.</p>
Question 23	<p>Reference to requirement # 4</p> <ol style="list-style-type: none"> a. My company provides a competitively selected project manager and director for the Program Support Services for a Cooperation Office located in a developing country. The annual total budget for this program support office is above 1.2 million Canadian dollars. My company’s responsibility is to provide the Project manager

	<p>who in turn manages this budget which flows through the books of PSU but not directly through my company. Will this experience count as a valid TECH - 4 to demonstrated the experience of the bidder?</p> <p>b. I would like to seek clarification on a question and the answer discussed in the conference. The situation is this: one of our staff members is managing a project of over 1 million CAD and over 10 staff members. Could this experience count as experience of the bidder (the company) or is it only experience of the individual? The funds of the project do not go through the company, nor are staff directly contracted by the company. But our staff member signs all document and has full management authority over the project.</p>
<p>Answer 23</p>	<p>The answer below applies to both a) and b) of the Question.</p> <p>In accordance with Section 1, ITB, Definitions, d) and n) “Bidder” means the person or entity (or, in the case of a consortium or joint venture, the persons or entities) submitting a Proposal to perform the resulting Contract for Services. It does not include the parent, subsidiaries or other affiliates of the Bidder and “Member” means any of the persons or entities that make up a consortium or joint venture and “Members” means all these persons or entities.</p> <p>Given these definitions, the experience of the staff member of the Bidder is not considered the experience of the Bidder, and therefore, will not be taken into consideration for evaluation purposes of requirement 4.</p>

C. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.