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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

THIS DOCUMENT CONTAINS A SECURITY
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Vendor/Firm Name and Address

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Issuing Office - Bureau de distribution

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11 Laurier St./11, rue Laurier

Place du Portage/, Phase III

Floor 10C1/Étage 10C1

Gatineau

Québec

K1A 0S5

Title - Sujet RELOCATION ASSISTANCE - CAF	
Solicitation No. - N° de l'invitation W6369-150002/A	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client W6369-150002	Date 2016-04-01
GETS Reference No. - N° de référence de SEAG PW-\$\$ZL-106-29862	
File No. - N° de dossier 106zl.W6369-150002	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-04-15	
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: Sanford, Gordon	Buyer Id - Id de l'acheteur 106zl
Telephone No. - N° de téléphone (819) 956-4291 ()	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 W6369-150002/A

Amendment 004

This solicitation amendment is raised to:

1. Respond to questions relating to this bid solicitation as detailed in Section A; and
2. Modify the bid solicitation as detailed in Sections B.

SECTION A: QUESTIONS AND ANSWERS

Number	Question	Number	Answer
Q95	Page 73, Annex A, 4.1.10.d.ix, Arrange and Manage Subcontracts with TPSP. Question: Do the TPSP require the same security check as the contractor's staff: ex: criminal check described at: 7.6 Security Requirement (Foreign Contractor) section 22?	A95	It is the responsibility of the Contractor to determine what, if any, security check is required for its TPSP because the CAF is not a party to the TPSP sub-contracts. A clause stating that Canada is not a party to TPSP subcontracts will be added to the SOR at article 4.1.10. See Section B below for modifications to the bid solicitation.
Q96	In regards to the TPSP list that will be provided by the CAF to the successful bidder: will the contractor be expected to ensure that each of these third party suppliers enters into a subcontractor agreement? The parameters may have changed from the previous contract or the suppliers may have loyalties to the CAF's incumbent contractor. If this situation were to arise, would the new contractor be able to replace that third party supplier in the TPSP list in order to satisfy the contract requirements?	A96	The TPSP Directory will be provided to the successful Bidder to facilitate establishing its own Directory to be used throughout the contract. Use of the provided TPSP Directory will be at the discretion of the successful Bidder.
Q97	Pg. 29, R1, R2: Many relocation services clients have internal policies preventing their contractor from using them as a reference, this is especially true of Government and Crown Corporation clients. Their file volumes can still be represented in the contractor's experience, but the client's relocation program manager	A97	Please see Amendment 003, A94.

	can not provide a reference (even if they want to) and in some cases the contractor is contractually bound to not disclose to any outside parties that they have the contract. This puts any proponent whose largest or most relevant clients have these policies in place at a significant disadvantage, and the ability to substantiate the file volume delivered is beyond the proponent's control. The CAF should separate the required references from being those which have the maximum file volumes as many contractors largest clients will not allow the client to be used as a reference. The requirement as it currently exists is anti-competitive and favours the incumbent.		
Q98	Re Page 27 of 150, Technical Evaluation 1.1 M2- refers to Bidder having experience with international relocations for a minimum of 25 international relocations for clients etc. Bidder must provide a reference for each external client to substantiate the experience claimed. Does the Government want a reference for each international client we have?	A98	Please see Amendment 003, A94.
Q99	Page 29, 1.2 Point Related Criteria, R1, Volume. Question: Does the Government want each of our clients to provide a reference to substantiate our volume claims? We have over 500+ clients.	A99	Please see Amendment 003, A94.
Q100	Page 29 of 150 1.2 Point –Rated Criteria R2 Program Delivery Manager (PDM). Experience requirements precludes anyone but the incumbent to have staff with that experience. Corporate Canada volumes average per client is 20. Largest clients (non-Government) in Canada are typically banks and oil and gas companies. Highest volume for oil and gas at its peak was 1,000.	A100	Canada will edit the R2 Rating Guide to remove “3 accounts of over” and include “over the last 3 calendar years (2013, 2014, 2015)” for each of the point allocation paragraphs (50 points, 40 points, 30 points). See Section B below for modifications to the bid solicitation.

Q101	Page 40, Part 6: Security, Financial and Other Requirements- 6.1(a) (iii)-the Bidder should provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites. Is the government able to provide information as to what connotes sensitive, classified or secured. The bidder may not have all individuals identified and hired by bid submission date.	A101	All information collected is Protected A. Canada recognizes that the names of individuals, with the exception of the name of the PDM, may not be available at time of bid close. However, the Bidder should commence the security process as early as possible.
Q102	Page 146, Form 2 - Declaration Form Competition Act #47. As a result of the lawsuit against the Government by Envoy, would the incumbent be precluded from bidding as it was ruled the process was unfair?	A102	At this time, Canada is not aware of any reason that would preclude the incumbent from bidding.
Q103	Page 31 of 150, Part 4, Attachment 1, paragraph 1.2, No. R4, Financial Management. Issue: The Bid Preparation Instructions refer to three SOR line items that have no obvious link to Financial Management: 5.1.4, 5.1.7, and 5.1.10. Question: Could you please delete these three SOR line items from this response requirement, or clarify the reason for their inclusion?	A103	The bidder should demonstrate the capability of its financial management processes to meet the requirements of subsections 5.1.4, 5.1.7, and 5.1.10. 5.1.4 b. Ensure all documents are identified, traceable and reportable by the CAF authorization number. This requirement needs to be met as part of the financial management process. 5.1.7 b. Details on all applicable CAF RP allowances provision, services and constraints including the preparation of expense report submissions, the expense summary and the final relocation expense claim. 5.1.10 PRA. This subsection will be removed from the Bid Preparation Instructions section of R4. See Section B below for modifications to the bid solicitation.
Q104	Page 42 of 150, 7.1(b), Requirement.	A104	

	<p>Issue: Requirement 7.1(b) of the RFP stipulates, “<i>Canada’s data must be stored in databases located in either Canada or the United States</i>”.</p> <p>However, there is a high risk of information and security breaches of databases located in the United States. The <i>Privacy Commissioner of Canada</i> and the <i>Information & Privacy Commissioner of British Columbia</i> have both found that Canadian personal information held in the USA, or by US based entities, is at risk of seizure by the US law enforcement agencies under the Patriot Act, USA Executive Order 12333, the 2008 FISA (Foreign Intelligence Surveillance Act) Amendments Act, and FISA Court rulings, among others.</p> <p>Moreover, this requirement is at odds with existing provincial privacy legislation; for example:</p> <ul style="list-style-type: none">• British Columbia’s FIPPA and Nova Scotia’s PIIDP prohibit public bodies from storing personal information in their custody outside Canada.• Alberta’s Personal Information Protection Act prohibits willfully disclosing personal information in response to a subpoena, warrant or order issued or made by a court, person or body having no jurisdiction in Alberta to compel the production of information or pursuant to a rule of court that is not binding in Alberta. <p>The sensitive personal information relating to our Canadian Armed Forces and their families must be safeguarded, but we believe that Canada is placing the Contractor at high risk of violating provincial privacy legislation and being subject to privacy challenges by CAF Members who reside in these jurisdictions, if this requirement is not changed.</p>		<p>Canada has determined that the data residency requirements described in the RFP remain unchanged.</p>
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	<p>Question: To protect the Contractor's and Canada's employees, would Canada modify the requirement as follows: "Canada's data must be stored in databases located within Canada"?</p>		
Q105	<p>Page 64, Annex A, 1.6, Applicable Documents.</p> <p>Issue: SOR 1.6 states <i>"The following is a list of current and applicable documents ... and must be used in the overall administration and delivery of all relocation services."</i> Sub-paragraph I specified CSEC ITSG guidelines and directives, and includes ITSG-33 – IT Security Risk Management: A Lifecycle Approach as a reference.</p> <p>ITSG-33 prescribes a continuous risk management process that provides a set of activities that are integrated into an organizations security program as well as into an IT projects' system development lifecycle. At the organizational level, these include activities to be integrated into the organization's security program to plan, manage, assess and improve the management of IT security-related risks faced by the organization. At the information system level, these include activities to be integrated into an information system lifecycle to ensure IT security needs of supported business activities are met, appropriate security controls are implemented and operating as intended, and continued performance of the implemented security controls is assessed, reported back and acted upon to address any issues.</p> <p>Annex C – SRCL identifies that information is to be protected at the PROTECTED A level; however, the RFP does not specify the injury level for either Integrity or Availability, which is necessary for the selection of a</p>	A105	<p>(a) Yes, IMETS should be as described in ITSG-33 – Annex 4 – Profile 2 (Protected A / Low Integrity / Low Availability).</p> <p>(b) Not applicable.</p>

	<p>baseline security control profile in ITSG-33.</p> <p>Questions:</p> <p>(a) Can Canada confirm that the applicable baseline security control profile to be applied to the IMETS is as provided in ITSG-33 – Annex 4 – Profile 2 (Protected A / Low Integrity / Low Availability)?</p> <p>(b) If Canada agrees to modify the security requirement to process, store and safeguard information to the PROTECTED B level, can Canada confirm that the applicable baseline security control profile to be applied to the IMETS is as provided in ITSG-33 – Annex 4 – Profile 1 (Protected B / Medium Integrity / Medium Availability)?</p>		
Q106	<p>Page 64, Annex A, 1.6, Applicable Documents.</p> <p>Issue: Annex A – SOR 1.6 states <i>“The following is a list of current and applicable documents ... and must be used in the overall administration and delivery of all relocation services.”</i></p> <p>Sub-paragraph I. specified CSEC ITSG guidelines and directives, and includes CSEC’s User Authentication Guidance for IT Systems as a reference.</p> <p>Question: Can Canada confirm that the applicable Authentication Robustness Level for the IMETS is Level 2, as specified in the CSEC guideline?</p>	A106	<p>Yes. The applicable Authentication Robustness Level for the IMETS is Level 2, as specified in the CSEC guideline.</p>
Q107	<p>Page 70, Annex A, 4.1.6, Model Office Simulation Exercise.</p> <p>Issue: Annex A – SOR 4.1.6 (d) states <i>“The Contractor must conduct a Threat and Risk Assessment (TRA) of the IMETS systems and services before the SED.”</i></p> <p>Question: Can Canada please confirm what methodology is to be used for the TRA?</p>	A107	<p>The recommended methodology for a Threat and Risk Assessment would be the Harmonized Threat and Risk Assessment (HTRA) October 2007 https://www.cse-cst.gc.ca/en/system/files/pdf_documents/tra-emr-1-e.pdf or Treasury Boards Guide to Integrated Risk Management http://www.tbs-sct.gc.ca/hgw-cgf/pol/rm-gr/girm-ggir/girm-ggirtb-eng.asp</p>

			<p>The above links will be added to section 4.1.6 of the SOR.</p> <p>See Section B below for modifications to the bid solicitation.</p>
Q108	<p>Page 72, Annex A, 4.1.10, Real Estate Agent.</p> <p>Issue: The RFP does not define what services a real estate agent is required to provide. Real Estate Services provided by Realtors have changed recently in Canada. As a result, some Realtors have set-up virtual offices and are offering very basic services only, while others are providing the more traditional full service options. In order for bidders to adequately price the work, it is important for bidders to understand the level of services required for CAF members.</p> <p>Question: Could Canada please detail what services real estate agents are required to provide in accordance with the CAF RFP?</p>	A108	<p>The minimum service level requirements for TPSPs are described in subsection 4.1.10 d.</p>
Q109	<p>Page 137, Annex C, Security Requirements Check List.</p> <p>Issue: The RFP indicates that the personal information to be collected is considered PROTECTED A. There are indications that a breach of the Confidentiality, Integrity or Availability of the information could result in impacts beyond that of Protected A information, based on the following factors:</p> <p>a) Personal information to be collected includes multiple unique identifiers: Name, TAN, and TIN, etc.</p> <p>b) Personal information is to be collected on non-CAF members, Spouse and dependants, which could include minors.</p> <p>c) Meta-Data could reveal details of the CAF member's personal life, relationships and finances.</p> <p>d) Data aggregation could increase the risks associated with a breach.</p>	A109	<p>a) All information being collected by the Contractor is considered Protected A.</p> <p>b) Any Spouse/Dependant information being collected is considered Protected A.</p> <p>c) The Contractor will not be collecting any information regarding members Rank, Service Number, Banking information etc.</p> <p>d) Data aggregation can only elevate to the level of the highest individual item – in the case of this RFP, the highest aggregate level would be Protected A.</p> <p>e) Canada will not be modifying the SOR to include the ability to</p>

	<p>e) The Government of Canada Risk Assessment methodology (HTRA) provides for an increase in risk when there is a potential for widespread impacts. Since the bidder is to process information for over 13000 CAF members a breach could constitute a widespread impact.</p> <p>Question: Would Canada consider a modification of the RFP to require the ability to process, store and safeguard PROTECTED B information?</p>		<p>process, store and safeguard Protected B information.</p>
Q110	<p>Page 16, Amendment 001, A49.</p> <p>Issue: Amendment 001, A49, stipulates that the Relocation Card is a conduit to facilitate the transfer of funds from Canada to the Member as well as from the Member back to Canada.</p> <p>Question: Why is Canada not requesting electronic fund transfers directly into the CAF Member's preferred account versus using a Relocation Card? This would be simpler and represent a significant cost savings to Canada.</p>	A110	<p>Canada has determined that the Contractor will not be collecting CAF members' banking information as part of the service delivery model in this RFP.</p>
Q111	<p>Page 16, (viii), Customer Reference Contact Information.</p> <p>Question: What level of security will the government personnel hold who are emailing and reviewing our client references?</p>	A111	<p>At a minimum, all personnel will be cleared at Reliability level.</p>
Q112	<p>Page 85, Annex A SOR, 5.1.2 a, Declining Balance Relocation Card (RC).</p> <p>a) What percentage of the Relocation Card balance will be available to the CAF member as cash advance?</p> <p>b) Will the contractor be able to place limits on the balance available as cash to the CAF member?</p> <p>c) Does the CAF anticipate that items such as Real Estate Commission, Equity Advances, Lawyers Fees, Inspector Fees,</p>	A112	<p>a) Any amount/percentage of the RC balance can be used as a cash advance.</p> <p>b) The Contractor will not be able to place limits on the card. The Contractor can only load the card based on the estimation of expenditures in accordance with CF IRP.</p> <p>c) All TPSP fees will be paid by the member using funds that have been loaded onto the</p>

	Appraiser Fees, Destination Service Representative Fees, etc. will be paid for with the Relocation Card?		Relocation Card. See A49 of Amendment 001.
Q113	In regards to the mandatory and rated criteria: a) Will the CAF give contractors credit for property management files? b) Will the CAF give contractors credit for move management files? c) Will the CAF give contractors credit for home appraisal or opinion of value files?	A113	Canada cannot pre-evaluate a Bidder's proposal; however, based on our understanding of property management and move management files: a), b) and c): Volumes will be recognized for Mandatory Criteria. a), b) and c): Volumes will only be recognized for Rated Criteria if the experience meets the requirements as described.
Q114	Annex A SOR, Financial Proposal. Question: Does the CAF pay separate administration (file) fees to the contractor for home disposal, home acquisition and expense management files?	A114	No, in accordance with Annex B, Section 1, the CAF will pay a firm all-inclusive administration fee.
Q115	Page 51, 7.10 (b), Limitation of Expenditure. This clause references a total amount which will limit Canada's total liability to the contractor, but the amount is not stated. Can Canada detail how this amount will be calculated and if it applies to TPSP fees or only administration fees?	A115	This amount represents the CAF's estimated volume of relocations for the Initial Contract Period multiplied by the Contractor's firm all-inclusive administration fee. This amount is unknown until the proposals are evaluated and the winning Bidder is determined.
Q116	In regards to Question & Answer #9: If the contractor is able to load the relocation card up to 21 days in advance, there should be no situation where a statutory holiday would cause the card to not be pre-funded for 2 days. Does Canada intend to allow the contractor access to the funds to load the relocation card up to 21 days in advance as stated in SOR 5.1.17 b)?	A116	Yes, the Contractor will have access to fund the cards at any time, but not more than 21 days prior to entitlement in accordance with CF IRP Policy. As stated in the SOR, 5.1.17, Canada funds the loading of relocation cards on an ongoing basis, and, in accordance with 5.1.2, the contractor is responsible for up to the first 2 business days of any interest charged by the financial institution. The CAF is responsible for interest charges beyond the 2 days.

Q117	In regards to the PDM, if a proponent is proposing a Program Delivery Manager that is currently employed elsewhere in the industry, that person may not be able to provide references as those would be the clients of their current employer. Will the CAF consider a PDM in this scenario if references could not be provided until after contract award (when the PDM is hired by the successful proponent), or would the CAF consider accepting a signed certification from that PDM declaring that the experience presented is truthful? The current requirement heavily favours the incumbent as they will have their PDM in place and be able to provide references from the clients of their current employer.	A117	Canada confirms that it needs to be able to validate the PDMs experience with reference(s) as described in R3.
Q118	In regards to the PDM, if a proponent submits in their bid more than one option for the PDM which the CAF could choose from, how will the CAF evaluate the bid in regards to the PDM experience – on the basis of the best candidate, on the basis of the worst candidate, an average? If the best candidate were not able to provide references, would the CAF evaluate using the next best candidate?	A118	In accordance with M3 and R2, the Bidder is to provide the name and requested information for 1 Program Delivery Manager.
Q119	Re: RFP Part 4, Attachment 1, paragraph 1.2, No. R2 and No. R3. Program Delivery Manager, Management of the Implementation Phase, Pages 29 and 30. As the incumbent Contractor, Brookfield has dedicated the last 20 years to delivering service to Canada under the existing IRP Contract. As a result, we have resources which have dedicated their entire careers to only fulfilling the requirements of this significant contract. While we understand through the answers provided to date in response	A119	With respect to R2, A100 of this Amendment 004 removes the concept of “account” and the experience is based on number of relocations. With respect to R3, A19 of Amendment 001, the current Integrated Relocation Program Contract and counts as 1 set-up/implementation. Each valid relocation contract will count as 1 set-up/implementation.

	<p>to other questions, that the intention is for Canada to reduce “barriers to allow for new bidders”, Canada must also ensure that it does not do so at the risk of disadvantaging other bidders, including the incumbent.</p> <p>To this end, the current criteria in R2 and R3 as amended will disadvantage any bidder, but specifically the incumbent, who has provided significant separate relocations for distinct groups but only under one or two contracts.</p> <p>In Brookfield’s case, these criteria should allow for proper consideration of its significant experience in managing the four customer groups under the IRP Contract. However, the current criteria do not do so but rather significantly discount and reduce this experience by grouping it all under one “account” or “set up”. Therefore, this clause seems to target the incumbent who despite having managed and delivered under the IRP contract to four different client groups all with distinct requirements for a significant period of time Brookfield would not be able to recognize that distinct experience with four different client groups as four separate accounts.</p> <p>The current criteria are an artificial distinction, which does not accord with the current IRP Contract. Indeed, Amendment 001, Answers #17 and #19 draw an equivalence between “account” and “set-up” and “contract,” respectively, which does not reflect the reality of the IRP Contract: neither the initial set-ups nor the ongoing service delivery.</p> <p>Canada has agreed that there are “four distinct groups” in relation to the IRP. However, Canada also suggests treating all the accounts as one</p>		
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	<p>contract, which it is assumed was done for Canada's administrative convenience. By doing so, Canada has failed to properly recognize the significant distinctions between the groups. For example, between the four customer groups (CAF Members, GOC Initial Appointees, GOC Employees, and RCMP Members) and the three Client groups (CAF, GOC, and RCMP), there are numerous set-up differences:</p> <ul style="list-style-type: none">a. Infrastructure - Equipping facilities on-site at CAF bases to provide services to CAF Members versus securing and equipping facilities provided by Brookfield to provide services to GOC Initial Appointees, GOC Employees, and RCMP Members, rather than setting up one set (or even one type) of facilities for the entire contract.b. Processes – Developing work instructions to reflect the four different policies, rather than one set for all staff.c. System/Technology<ul style="list-style-type: none">i. Setting up four different secure websites tailored to the four customer groups, rather than one website.ii. Programming four sets of automated tools to correctly implement the four policies, with different benefits and entitlements, rather than one set of tools.iii. Complying with contract requirements to separate the data for each Client group and to ensure separate access for the respective authorized Client representatives, rather than having one repository for all contract data and one set of authorized Client		
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	<p>representatives using a single access point.</p> <p>In addition, the four customer groups (CAF Members, GOC Initial Appointees, GOC Employees, and RCMP Members) and the three Client groups (CAF, GOC, and RCMP) also have numerous ongoing operational differences:</p> <ul style="list-style-type: none">d. Client contacts – The contract designates different contacts for each Client group, not one contact for the whole IRP Contract.e. Service delivery – There are two models of service delivery, rather than one service delivery model for the whole contract. For CAF Members, services are delivered face-to-face; for GOC Initial Appointees, GOC Employees, and RCMP Members, services are delivered by telephone.f. Policies – There are four policies to be administered, not one.g. Training – Training Plans are tailored to the Client group and customer groups, reflecting the different policies, systems, and processes, rather than a single Training Plan for the whole contract.h. Service-delivery Teams – We have three distinct service-delivery teams (CAF, GOC, and RCMP), not one.i. Invoicing – The invoicing structure is different. The CAF uses a zero-balance account; the GOC and RCMP use pre-bills. <p>Through our Canadian and American affiliates, we are very familiar with corporate relocation services contracts, which are typically much smaller than the IRP Contract, as well as much narrower in scope. For contracts with single clients, customer groups, policy documents, and service-</p>		
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	<p>delivery models, we agree that there is a one-to-one correspondence between the contract and the “account” and “set-up/implementation.” However, we know of no private-sector relocation contracts that would cover the diversity of requirements and solutions that the IRP Contract covers.</p> <p>In the case of the IRP, we see the single contract as merely an administrative convenience for Canada, simplifying the procurement of what are, in reality, four distinct relocation services, and we suggest that treating the IRP Contract as a single set of relocation services for the purposes of R2 and R3 would unfairly and unreasonably disadvantage the incumbent.</p> <p>Question: We respectfully request that Canada reconsider its position to permit the current IRP Contract to qualify as four accounts (with respect to No. R2) and four set-ups (with respect to No. R3).</p>		
Q120	<p>RFP Amendment 3, A83, Removal of Table 17 containing ‘Out of Canada’ cells (Page 6 of 15).</p> <p>Issue: In the answer to A83, Canada states “Please note there are no entries in the financial bid for TPSP rates / fees outside of Canada.” However, Table 17 - Rental Search Fee contains a line titled “Out of Canada” that appears to require a fee for outside of Canada.</p> <p>Question: Will Canada publish a modification to Table 17 for Bidders’ perusal?</p>	A120	<p>Canada will remove “Out of Canada” cells from Table 17.</p> <p>The Section B modification to the bid solicitation will follow shortly.</p>
Q121	<p>Article 19 of the General Conditions – Higher Complexity – Services, indicates that “unless otherwise provided in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.” Please confirm that the Information</p>	A121	<p>Canada confirms that it will not own the IMETS nor the Secure Web-Based Service Website; ownership is of the data.</p>

	<p>Management Expenditure Tracking System (as opposed to the data generated by the system) and the Secure Web-Based Service Website are not “Work” that will belong to Canada.</p> <p>In this regard, we note that section 6.1.6 of the Statement of Requirements indicates that the “Contractor must provide electronic copies of the IMETS data and documentation 12 months before Contract expiry”, it does not provide that the Contractor must transfer ownership and control of the IMETS to Canada. The fact that Canada will not own the IMETS pursuant to Article 19 of the General Conditions is also consistent with Article 4.1.3 of the Statement of Requirements which states that the “Contractor must implement and operate an IMETS to meet the requirement stated herein” as opposed to transferring ownership of the IMETS to Canada. Furthermore, to the extent that the IMETS includes “commercial, off-the-shelf database application or other program” (as contemplated by Article 4.1.3 of the Statement of Requirements), it may not be possible for a Contractor to transfer ownership in IMETS to Canada as the IMETS may include components over which the contractor does not have the legal authority to transfer to Canada. Also, Article 4.1.9 of the Statement of Requirements indicates that the Contractor “must develop and provide access to secure web-based services” but does not provide that ownership in the web-based service website must be transferred to Canada.</p>		
Q122	<p>Annex A, 4.1.10 TPSP.</p> <p>Please confirm the requirement is to be able to provide the member a choice of minimum 3 Real Estate</p>	A122	<p>The requirement set out in 4.1.10 Establish and Manage Subcontracts with TPSPs states:</p> <p>The Contractor must establish and</p>

	Agents per location and not 3 Real Estate Brokers?		<p>manage various subcontracts with TPSPs for the following services: real estate agents; lawyers; notaries; home inspectors; appraisers; and rental search agencies. The Contractor must ensure that the CAF member is provided access to all TPSP services at a price not to exceed the Contract rates/fees.</p> <p>The Contractor must not refer the CAF member to a specific TPSP. In instances where the CAF member requests a referral from the Contractor, a minimum of 3 different Real Estate Agents must be provided to the CAF member for consideration, to the extent practical.</p>
Q123	Annex A, 4.1.3 IMETS. Can you provide an approximate number of TA that will need access to the IMETS?	A123	There will be 1 Technical Authority (TA) and approximately 50 CAF delegated personnel who require client access to the IMETS.
Q124	Will CAF require multiple currency billing and reporting?	A124	In accordance with CF IRP Policy, all reimbursements of eligible benefits are to be in Canadian funds.
Q125	Annex A, 4.1.6 c) Simulation Exercise (MOSE). Can the CAF provide a template or an example?	A125	Canada will not provide an example or a template. The Bidder's obligation is to meet the requirements described in Annex A, 4.1.6.
Q126	<p>Question Regarding Return of Records.</p> <p>Article 7.4 of the RFP provides that "On request by the Contracting Authority, by the Technical Authority or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contract must return all Records (including copies) in accordance with Annex A." Please clarify the following:</p> <p>a) "Records" is a term that is defined in 4008 (2008-12-12),</p>	A126	<p>a) All information collected is considered personal information.</p>

	<p>Supplemental General Conditions as being any hard copy document or any data in a machine readable format containing Personal Information. Personal Information is defined as being information about an individual, including the types of information specifically described in the Privacy Act. This is a broad definition. We request that Canada identify what information qualifies as “Personal Information” that Canada expects to be returned in accordance with Article 7.4 of the RFP.</p> <p>b) It is not clear what provisions in Annex A govern the return of “all Records”. Please clarify the manner in which hard copy documents and data are to be returned.</p> <p>c) The Contractor may be subject to legal requirements to maintain business records for a specified period of time. For example, section 230 of the Income Tax Act (as explained by CRA Income Tax Information Circular No.: IC78-10R5) and the Excise Tax Act (as explained by CRA’s GST/HST memorandum 15.1) require businesses to keep all records relating to the business (including source records) for a minimum of six years. Service provides such a real estate brokers may have record keeping requirements mandated by FINTRAC pursuant to Proceeds of Crime (Money Laundering) and Terrorist Financing Act. Also, Article 31 of the 2035 General Conditions – Higher Complexity – Services indicates that business records are to be maintained by the Contractor for a period of six years. Business records that are required to be maintained by the Contractor</p>		<p>b) Please refer to Annex A SOR 6.1.3, 6.1.6, and 6.1.7.</p> <p>c) In this RFP there is no requirement for the contractor to hold source records for CAF members’ relocation benefits.</p>
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	<p>(including source documents) pursuant to these (and similar legal requirements) may contain information, such as the name of client moved, his/her former address, his/her current address and his/her contact information. Do documents containing such information fall within the definition of “all Records” that are to be returned to Canada? And, if so, will Canada extend the time for the return or destruction of “all Records” to coincide with legal requirements to maintain business records on the condition that the documents be maintained in a secure manner as contemplated by the RFP?</p>		
Q127	<p>Question Regarding Security Clearance for Program Delivery Manager.</p> <p>Article 3.2(c)(i) of the RFP appears to make it a mandatory requirement that the Program Delivery Manager have an unspecified security clearance at the time of bid submittal or during the period of bid evaluation. This provision is inconsistent with other provisions of the RFP which indicate that security requirements do not need to be met at the time of bid submittal but must be met at specified times after contract award.</p> <p>Please confirm that the Program Delivery Manager does not need to meet security requirements at the time of bid submittal or otherwise during the evaluation of bids.</p> <p>In the event that Canada intends that the Program Delivery Manager must meet security requirements (which are not specified in Article 3.2(c)(ii) of the RFP), please specify:</p> <p>a) The security clearance application form that is being referred to in Article 3.2(c)(ii);</p>	A127	<p>Section 3.2(c)(ii) requires that the Bidder make available the PDM’s current level of security clearance.</p> <p>Canada confirms that the Program Delivery Manager does not need to meet security requirements at the time of bid close or during the evaluation period. All security requirements must be met 2 months prior to the SED.</p> <p>3.2(c)(ii) is a request for the PDM’s current level of security information, which is not the PDM’s security requirement. Security requirements can be found in section 7.5.</p> <p>The required security clearance is to be obtained in accordance with section 7.5.</p> <p>If the PDM does not possess any applicable security clearance, the Bidder response may state “not applicable”.</p>

	<p>b) The level of security required in order to be compliant with Article 3.2(c)(ii) of the RFP;</p> <p>c) The validity period required in order to be compliant with Article 3.2(c)(ii) of the RFP;</p> <p>d) The Security Screening Certificate and Briefing Form file number required in order to be compliant with Article 3.2(c)(ii) of the RFP; and</p> <p>e) How the required security clearance is to be obtained.</p> <p>With respect to this question, we also ask that information be provided for both a Program Delivery Manager who may be based in the United States and/or who may be an American citizen/permanent resident and a Program Delivery Manager who may be based in Canada and/or who may be a Canadian citizen / permanent resident.</p> <p>In the event that Canada intends that the Program Delivery Manager must meet security requirements (which are not specified in Article 3.2(c) (ii) of the RFP), we ask that the closing of the RFP be extended to address these security requirements that have not yet been specified.</p>		<p>Canada does not grant an extension to the bid closing date, as section 3.2(c) is a requirement to provide the PDM's existing security information.</p>
Q128	<p>Question Regarding Invoicing. Article 7.11 of the RFP and Article 12 of the General Conditions – Higher Complexity – Services set out the invoicing instructions, including the requirement that the contractor “must submit electronic invoices”. What are Canada’s expectations with respect to the manner in which electronic invoices are to be submitted? For example, does Canada expect that invoices will be submitted by way of email or does Canada maintain a system with respect to the submission of electronic invoices (whether on its own behalf or by way of a third party</p>	A128	<p>Electronic invoices can be sent to the TA by email or made available via the secure web based portal. There are no fees paid in respect to the submission of electronic invoices.</p>

	service provider). Also, are there any fees charged by Canada or its third party service provider (if applicable) with respect to the submission of electronic invoices?		
Q129	Annex A, 3.1 & 3.2. Can CAF confirm if active relocations files still in process at time of either implementation or SED are managed and closed by incumbent or new contractor? If by new contractor, can you approximate the volume. On Dec 01, will there be transition files or just new files and what will the model be - will the transitioned files also use the Relo Card?	A129	The contractor will only be responsible for administering files authorized as of the SED. There are no plans to transition files (i.e. previously opened relocation files) to the contractor under this contract.
Q130	Annex A, 5.1.2 b). What is considered the date of registration that begins the clock ticking for the relocation card to be issued to the member within the 5 business day requirement: from the day of the contractor's initial contact with the member or from the day the member self-registers to initiate a request for relocation?	A130	The 5 days would begin from the day the contractor's initial contact with the member (within 2 days of registration) identified at subsection 5.1.4 of Annex A.
Q131	Annex A, 5.2.5. Does the Daily RC Load report need to be an interactive / sortable spreadsheet or just a reviewable report in PDF format?	A131	In accordance with Annex A, Subsection 4.1.3, "all applications, programs and databases used by the Contactor must have file export capability into MS Access, MS Excel, MS Word..." The DRCL report must be a spreadsheet that can be sorted and grouped based on move number.
Q132	CAF is loading the relocation card; how do you plan to do this? Is it expected that the CAF have access to card processing system?	A132	The contractor must load the Relocation Card. The CAF will be funding the account. How the contractor will load the Relocation Cards will be finalized when the contractor sets up the account with the financial institution. Subsection 5.1.2.a. of the SOR is the requirement for the Contractor to arrange with a Canadian financial institution to provide the Relocation

			<p>Card service that will be funded by the CAF in response to the Daily Relocation Card Load report.</p> <p>The Contractor is to arrange for an account that the CAF will replenish directly. The Contractor will not be out of pocket as all funds loaded onto Relocation Cards will originate from a CAF funded account and not the contractors own account.</p> <p>The amount being transferred from the CAF to the financial institution will be in accordance with the amount loaded onto all the Relocation Cards the previous day.</p>
Q133	<p><i>Please collect the requirements for the EMPLOYEE portal: i.e. able to release funds; load funds, etc.</i></p> <p>Do all transactions, regardless of method of payment (cheque, cash withdrawals & card) require substantiation?</p>	A133	<p>All eligible reimbursements require electronic copies of the substantiation in order for the contractor to reconcile the CAF member's file. Note that it is the cash withdrawal fees and not the cash withdrawals themselves that require substantiation.</p>
Q134	<p>What is expected of Contractor if transactions are not adjudicated? Does the contractor only send 'aging reports' against those or more?</p>	A134	<p>There is no reference to an 'aging report' in the SOR.</p> <p>If member requested reimbursement for a non-eligible expense in accordance with CF IRP and does not have an approved adjudication letter, then the Contractor would have nothing to do. If the member was granted the entitlement based on the adjudication, then the Contractor would have to administer the benefit to the member. If member already received funds, by way of a RC load, and was denied the adjudication, or adjudication was not sought, the contractor would have to initiate a recovery from the member.</p>
Q135	<p>Page 30, 1.2 Point Related Criteria, R3 - Management of Implementation Phase.</p>	A135	<p>The answer to Q92 of Amendment 003 is replaced with the following:</p> <p>Canada is looking for the Bidder to demonstrate experience with</p>

	Our concern is the Government is asking for experience that is similar and relevant to the CAF program. There is nothing that is similar to the CAF program.		relocations that includes providing for benefits and exceptions. Per amended R3 (see Q19 of Amendment 001), the Bidder should identify the proposed Manager by name and provide details about the experience of the proposed Manager including the nature of the services transitioned or set-up/implementation; indicate whether the set-up/implementation was completed within time and budget provided; financial, HR and IT implications and; any other information that demonstrates similarity and relevance to the requirements of the CAF RP.
Q136	At the March 1st Bidders' Conference, Canada spoke about the two-phased bid evaluation process described in Part 4 of the RFP. Specifically, it was mentioned that discretion existed when applying the Phase 1 2-step bid evaluation process. Please clarify what discretion Canada has regarding the Phase 1 2-step process?	A136	Although Canada did state at the Bidders' Conference that there would be some discretion on the use of the 2-step evaluation process, Canada will not be applying any discretion throughout the evaluation process. As described in the Part 4 of the RFP, the 2-step process will be applied to all bidders who fail to meet any mandatory requirement or rated requirement that has a minimum pass mark.
Q137	Page 13, 3.1 (e), Joint Venture Experience. The condition states that you can not add the experience of the two partners in a joint venture which seems counter productive in fostering competition. Would you please clarify why with a Joint Venture, the combined experience of each partner can not be used to gain the points for experience for the single criterion?	A137	The capacity of each entity submitting a bid, whether a single organization or a joint venture, must meet every individual requirement. For example, if a requirement calls for the Bidder to have at least 1 year of continuous business experience, Canada would not accept that a joint venture consisting of 12 companies, each with 1 month experience, could pool their experience and claim to have 1 year.
Q138	Annex A, Financial Spreadsheets. Question: Can the CAF provide the number of files (during the course of the last contract, or in an average year) that were completed within	A138	During the current contract, the following table depicts the average number of files reconciled within the indicated intervals.

	<p>each of the following intervals from their start date?: 1 month, 2 months, 3 months, 4 months, 5 months, 6 months, 7 months, 8 months, 9 months, 10 months, 11 months, 12 months, 13 months, 14 months, 15 months, 16 months, 17 months, 18 months, 19 months, 20 months, 21 months, 22 months, 23 months, 24 or more months?</p> <p>This item is important for projecting cash flows to ensure suitable operating capital is appropriated and costed in to the pricing to be provided, not having it could render a contractor unable to fund and operate the business during the course of the contract if the contractor were off-base in their assumptions about file durations. Not providing this information would also be an advantage to the incumbent who is familiar with the revenue timeline.</p>		<table border="1"> <thead> <tr> <th>Interval #</th><th>Avg # of files</th><th>Interval #</th><th>Avg # of files</th></tr> </thead> <tbody> <tr><td>1</td><td>3.1%</td><td>13</td><td>1.3%</td></tr> <tr><td>2</td><td>4.9%</td><td>14</td><td>0.9%</td></tr> <tr><td>3</td><td>8.9%</td><td>15</td><td>0.8%</td></tr> <tr><td>4</td><td>11.2%</td><td>16</td><td>0.6%</td></tr> <tr><td>5</td><td>12.8%</td><td>17</td><td>0.6%</td></tr> <tr><td>6</td><td>13.5%</td><td>18</td><td>0.7%</td></tr> <tr><td>7</td><td>11.2%</td><td>19</td><td>0.7%</td></tr> <tr><td>8</td><td>8.6%</td><td>20</td><td>0.7%</td></tr> <tr><td>9</td><td>6.3%</td><td>21</td><td>0.5%</td></tr> <tr><td>10</td><td>5.1%</td><td>22</td><td>0.4%</td></tr> <tr><td>11</td><td>3.3%</td><td>23</td><td>0.3%</td></tr> <tr><td>12</td><td>2.1%</td><td>24</td><td>1.5%</td></tr> </tbody> </table> <p>Regardless of when the admin fee has been paid out, the file is still to be administered in accordance with CF IRP Policy time limitations.</p> <p>Canada does not warrant that this historical data provides an accurate indication of the total relocations in the future.</p>	Interval #	Avg # of files	Interval #	Avg # of files	1	3.1%	13	1.3%	2	4.9%	14	0.9%	3	8.9%	15	0.8%	4	11.2%	16	0.6%	5	12.8%	17	0.6%	6	13.5%	18	0.7%	7	11.2%	19	0.7%	8	8.6%	20	0.7%	9	6.3%	21	0.5%	10	5.1%	22	0.4%	11	3.3%	23	0.3%	12	2.1%	24	1.5%
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SECTION B: MODIFICATIONS TO BID SOLICITATION

Modification #31:

At Annex A – Statement of Requirements, 4.1.10 as amended, Establish and Manage Subcontracts with TPSPs, insert the following new sentence after the first sentence of the first paragraph: “Note that Canada is not a party to the TPSP subcontracts.”

Modification #32:

At Attachment 1 to Part 4, Technical Evaluation Procedures, 1.2 Point-Rated Technical Criteria No. R2 – Program Delivery Manager (PDM), replace the R2 Rating Guide section with the following:

A maximum of 50 points will be awarded for the demonstrated experience and abilities of the proposed individual:

50 points: Has managed more than 5,000 relocations over the last 3 calendar years (2013, 2014, 2015), and reference(s) provided from client(s) demonstrating service delivery of similar CAF RP requirements were met;

40 points: Has managed more than 2,500 relocations over the last 3 calendar years (2013, 2014, 2015), and reference(s) provided from client(s) demonstrating service delivery of similar CAF RP requirements were met;

30 points: Has managed more than 500 relocations over the last 3 calendar years (2013, 2014, 2015), and reference(s) provided from client(s) demonstrating service delivery of similar CAF RP requirements were met;

0 points: No information provided or no relevant experience is substantiated.

Modification #33:

At Attachment 1 to Part 4, Technical Evaluation Procedures, 1.2 Point-Rated Technical Criteria No. R4 – Financial Management, delete “5.1.10, “ in the Bid Preparation Instructions section.

Modification #34:

At Annex A – Statement of Requirements, 4.1.6, Model Office Simulation Exercise (MOSE), insert the following after the first paragraph, and before “The following details apply:”

The recommended methodology for a Threat and Risk Assessment would be the Harmonized Threat and Risk Assessment (HTRA) October 2007 https://www.cse-cst.gc.ca/en/system/files/pdf_documents/tra-emr-1-e.pdf

or Treasury Boards Guide to Integrated Risk Management <http://www.tbs-sct.gc.ca/hgw-cgf/pol/rm-gr/girm-ggir/girm-ggirtb-eng.asp>.

Modification #35:

At Annex A – Statement of Requirements, 5.1.2, Declining Balance Relocation Card (RC), to correct an incorrect reference to “5.1.16” instead of “5.1.15”, replace subsection “e.” in its entirety with:

- e. Reconcile the CAF member’s relocation file in accordance with 5.1.15 Expenditure Tracking and Reporting.

ALL OTHER TERMS AND CONDITIONS OF THE BID SOLICITATION REMAIN UNCHANGED