



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 RESOURCE ALIGNMENT REVIEW OF SSC	
Solicitation No. - N° de l'invitation 24062-170040/A	Amendment No. - N° modif. 006
Client Reference No. - N° de référence du client 24062-170040	Date 2016-07-20
GETS Reference No. - N° de référence de SEAG PW-\$\$ZG-423-30269	
File No. - N° de dossier 423zg.24062-170040	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-07-26	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lavergne, Ivan	Buyer Id - Id de l'acheteur 423zg
Telephone No. - N° de téléphone (873) 469-3959 ()	FAX No. - N° de FAX (819) 956-2675
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

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Amendment 006

This solicitation amendment 006 is raised to answer Bidder's questions and to modify the Request for Proposal 24062-170040.

Modifications to the RFP

1. In the Attachment 1 to Part 3 of the RFP and the Attachment 1 to Part 3 of the Amendment 002, Pricing Schedule

Delete: All previous Attachment 1 to Part 3 in its entirety

Replace by:

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The Level of effort (days) included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The Bidder **MUST** complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder **MUST** respond to this pricing schedule by inserting in its financial bid for **EACH** of the category specified below its quoted firm all-inclusive Daily rates (in \$CDN) for work under any resulting contract.

The rates included in this pricing schedule exclude the total estimated cost of the applicable taxes and authorized travel and living expenses described in clause 7.6.1.5 of Part 7 of the bid solicitation.

Bidders must submit only resources that they feel are qualified and will be able to provide the required services under this requirement. Canada will evaluate the proposed resources as identified by the bidder.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

The Bidder must propose a distinct individual for each resource category.

Bidders must quote a firm all-inclusive Daily rate for each of the resource categories. If the Bidder leaves any rate blank for a resource category, Canada will declare its bid non-responsive.

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1. PROFESSIONAL FEES - INITIAL CONTRACT PERIOD

INITIAL CONTRACT PERIOD – REVIEW TEAM				
(FROM CONTRACT AWARD DATE TO MARCH 31, 2017)				
	NAME OF RESOURCES	QUOTED firm all-inclusive Daily rates (In Cdn \$)	Volumetric Data (estimated no. of days)	FIRM ALL-INCLUSIVE DAILY RATES (in \$CDN)
		A	B	C= A*B
1.1	Project Leader and back-up	\$ _____	80	\$ _____
1.2	Organization Development Consultant	\$ _____	65	\$ _____
1.3	Business Architect	\$ _____	65	\$ _____
1.4	Risk Management / Quality Assurance Specialist	\$ _____	65	\$ _____
1.5	Financial Specialist	\$ _____	65	\$ _____
Total Initial Contract Period (Taxes extra):				

1.2 PROFESSIONAL FEES – Expert Panel

The Bidder must propose an Expert Panel to perform the work as detailed in the Statement of work. The Panel must include from 3 to 5 members who must not be currently employed by the Bidder, including the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors. For evaluation purposes only, Canada will evaluate the firm all-inclusive Individual Daily rate for only 3 members by multiplying sub-total "C" below by three.

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INITIAL CONTRACT PERIOD – EXPERT PANEL (FROM CONTRACT AWARD DATE TO MARCH 31, 2017)				
	NAME OF RESOURCES	QUOTED firm all-inclusive Individual Daily rate (In Cdn \$)	Volumetric Data (estimated no. of days)	FIRM ALL-INCLUSIVE DAILY RATES (in \$CDN)
		A	B	C = (A*B) *3
1.2.1	Expert Panel Resource(s) Senior Executives	\$ _____	8	\$ _____
Evaluated Price for Expert Panel (Taxes extra):				
Evaluated Price for Review Team (Taxes extra):				
Total Evaluated Price for initial Contract Period (Taxes extra):				

2. Options: Periodic Health and Other Reviews

OPTIONS: PERIODIC HEALTH AND OTHER REVIEWS						
		PERIODIC HEALTH REVIEW (INITIAL CONTRACT PERIOD)		OTHER REVIEWS (OPTION PERIOD from April 1, 2017 to March 31, 2018)		
	NAME OF RESOURCES	QUOTED firm all-inclusive Daily rates (In Cdn \$)	Volumetric Data (estimated no. of days)	QUOTED firm all-inclusive Daily rates (In Cdn \$)	Volumetric Data (estimated no. of days)	FIRM ALL-INCLUSIVE DAILY RATES (in \$CDN (E))
		A	B	C	D	E = (A*B) + (C*D)
2.1	Project Leader and back-up	\$ _____	5	\$ _____	10	\$ _____
2.2	Organization Development Consultant	\$ _____	5	\$ _____	5	\$ _____
2.3	Business Architect	\$ _____	5	\$ _____	5	\$ _____

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2.4	Risk Management/Quality Assurance Specialist	\$ _____	5	\$ _____	5	\$ _____
2.5	Financial Specialist	\$ _____	5	\$ _____	5	\$ _____
Total Evaluated Price for Options (Taxes extra):				\$ _____		

3. Total Evaluated Price Summary

Total Evaluated Price for Initial Contract Period (a)	\$ _____
Total Evaluated Price for Options (b)	\$ _____
Total Evaluated price (a+b)	\$ _____

2. In Part 7, Resulting Contract Clauses, Article 7.2.1, General Conditions, 2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Delete: Section 24, Liability

Replace by: N0001C (2008-05-12) Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$1.5M. This limitation of the Contractor's liability does not apply to:
 - a. any infringement of intellectual property rights; or
 - b. any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

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3. In Part 7, Article 7.11, Insurance Requirement

Delete: SACC Manual clause G1005C (2016-01-28) Insurance

Replace by:

- SACC Manual clause G1001C (2013-11-06) Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

- SACC Manual clause G2001C (2014-06-26) Commercial General Liability Insurance
 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
 2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy

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must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

- SACC Manual clause G2002C (2008-05-12) Errors and Omissions Liability Insurance

4. In Annex A, Statement of Work, Article 4, Level of effort

Delete: Section 4, Level of effort in its entirety

Replace by:

4. LEVEL OF EFFORT

The anticipated level of effort required by the each member of the Review team is 65-80 working days for Scope of Work items 3.1 to 3.5, but is not to be construed as a contract guarantee.

The anticipated level of effort required by each member of the expert panel is approximately 30-60 hours over the length of the contract for Scope of Work items 3.1 to 3.5, but is not to be construed as a contract guarantee.

The expertise described below is needed on an as required basis.

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Initial Contract Period

Independent Review	Categories of Resources	Estimated Level of Effort	Estimated Number Required
Review Team	Project Leader	80 days	1 (and 1 back-up)
	Organization Development Consultant	65 days	1
	Business Architect	65 days	1
	Risk Management/Quality Assurance Specialist	65 days	1
	Financial Specialist	65 days	1

Subcontract for Independent Review	Categories of Resources	Estimated Level of Effort	Estimated Number Required
Expert Panel	Senior Executive – Expert Panel	30-60 hours	Minimum 3 to a Maximum 5

Option: Periodic Health Report

Health Review (optional)	Categories of Resources	Estimated Level of Effort	Estimated Number Required
Review Team	Project Leader	5 days	1
	Organization Development Consultant	5 days	1
	Business Architect	5 days	1
	Risk Management/Quality Assurance Specialist	5 days	1
	Financial Specialist	5 days	1

Subcontract for Independent Review	Categories of Resources	Estimated Level of Effort	Estimated Number Required
Expert Panel	Senior Executive – Expert Panel	3-6 hours	Minimum 1 to a Maximum 2

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Option: Other Reviews*

Health Review (optional)	Categories of Resources	Estimated Level of Effort	Estimated Number Required
Review Team	Project Leader	10 days	1
	Organization Development Consultant	5 days	1
	Business Architect	5 days	1
	Risk Management/Quality Assurance Specialist	5 days	1
	Financial Specialist	5 days	1

Subcontract for Independent Review	Categories of Resources	Estimated Level of Effort	Estimated Number Required
Expert Panel	Senior Executive – Expert Panel	6-12 hours	Minimum 1 to a Maximum 2

*this level of effort is for bid evaluation purposes only

5. In the Amendment 002, Annex B of the Statement of Work

Delete: Annex B – Categories of resources for optional periodic health review and other reviews in its entirety

Replace by:

**ANNEX B - CATEGORIES OF RESOURCES FOR
OPTIONAL PERIODIC HEALTH REVIEW AND OTHER REVIEWS**

The expertise described below is needed on an as required basis.

Work Streams	Categories of Resources	Level of Expertise	Estimated Number Required
Expert Panel	Senior Executive	Senior	1
Review Team	Project Leader	Senior	1
	Organization Development Consultant	Senior	1
	Business Architect	Senior	1
	Risk Management/ Quality Assurance Specialist	Senior	1
	Financial Specialist	Senior	1

DESCRIPTIONS OF CATEGORIES

The following subsections describe the categories of resources anticipated and outline the basic responsibilities for each.

Senior Executive – Expert Panel

The required services may include, but are not limited to the following:

1. Assessing, challenging, and enhancing the Independent Review Team's work plan, methodology, and timelines;
2. Orienting, validating, challenging and enhancing the deliverables produced by the Review Team; and
3. Presenting findings, status and other relevant matters to the Project Authority or senior government leaders, as required.

Project Leader/Executive – Review Team

The required services may include, but are not limited to the following:

1. Developing the review plan, monitoring progress and ensuring adherence to the plan;
2. Assessing the organization's capacity/capability to undertake and successfully deliver on its mandate and program of work in the context of the overall program or portfolio program or portfolio priorities through strategic planning;
3. Meeting with organizational executives and key stakeholders to ensure all organizational (internal and external) stakeholders are committed to moving forward on the project;
4. Developing solutions and implementing recommendations;
5. Preparing and presenting findings, status and other relevant matters;
6. Developing alternative strategies and identifying their administrative, economic, and technical feasibility and practicality; and associated policy and organizational change requirements;
7. Advising on a range of issues affecting the organization's ability to achieve the project's business objectives; and
8. Updating and providing briefings to senior management on progress and concerns of the project.

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Organization Development Consultant - Review Team

The required services may include, but are not limited to the following:

1. Advising Senior Management on a range of issues affecting the organization's ability to achieve a program or project's objectives;
2. Defining potential organizational changes and improvements based on an organization's strategy and values;
3. Conducting reviews and developing implementation strategies;
4. Conducting organizational health assessment and development of strategy and its implementation.

Business Architect – Review Team

The required services may include, but are not limited to the following:

1. Developing policies and rules that allow an organization to carry out its mandate and functional responsibilities, and that govern the organization's actual and planned capabilities in terms of data, human resources, communication facilities and management responsibilities;
2. Conducting an assessment of the project's business architecture, process and performances;
3. Recommending changes to improve operational performance;
4. Evaluating the feasibility of the architecture and technologies related to a business change;
5. Identifying risks associated with the architecture and technologies and recommending risk mitigation;
6. Advising Senior Management on trends and emerging technologies and their impact on the organization's and government architectures and business strategies;
7. Recommending alternative solutions, methodologies and strategies;
8. Prioritization and assigning architectural improvements.

Risk Management /Quality Assurance Specialist – Review Team

The required services may include, but are not limited to the following:

1. Conducting risk assessments and evaluating potential risk and losses;
2. Identifying project and procurement risks;
3. Recommending alternative solutions, methodologies and strategies for risk mitigation and management;
4. Assisting in prioritization and assignment of risks;
5. Liaising with and interviewing stakeholders, as required, to obtain, clarify and exchange information, in-order to co-ordinate and manage the Risk Assessment Process;
6. Identifying, confirming and documenting the risk tolerance for the process, project, program, or strategic risk and using this tolerance to guide all analysis, assessment and recommendations undertaken or produced;
7. Identifying relevant risks and opportunities (including, but not limited to, economic, political, operational, legal, reputation, technical, organizational, accounting, banking and social risks) that threaten the objectives and priorities;
8. Utilizing both quantitative and qualitative techniques to assess the likelihood that a risk event will occur; and the impact if the risk event occurs;

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9. Providing advice with respect to risk management best practices and providing guidance and direction to assist in managing risk.
10. Contributing to the development and implementation of an integrated approach to quality, risk and performance management for the organization;
11. Developing and evaluating policies, procedures, standards, initiatives, metrics, forms and tools for a quality management system;
12. Providing leadership and support to the design, implementation and evaluation of performance/quality measurements of products and services (Program assessment/ranking and reporting, performance measurement capacity building, business performance/excellence);

Financial Specialist – Review Team

The required services may include, but are not limited to the following:

1. Evaluating financial management procedures;
2. Conducting cost benefit analysis and life cycle costing (Cost and estimate Management);
3. Identifying an organization's financial and non-financial objectives so as to improve its performance, determining whether those objectives are being effectively achieved;
4. Developing and modifying business cases and financial plans for the future.

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6. Annex B, Basis of Payment of the Amendment 002

Delete: Annex B in its entirety

Replace by:

ANNEX B, BASIS OF PAYMENT

A- Contract Period (From Contract award to March 31, 2017)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 PROFESSIONAL FEES

The Contractor will be paid Firm all-inclusive daily rates as follows:

NAME OF RESOURCES	FIRM ALL-INCLUSIVE DAILY RATES (in \$CDN)
Project Leader and back-up _____ (Name - Leader) _____ (Name - Back-up)	\$ _____
Organization and Change Consultant _____ (Name)	\$ _____
Business Architect _____ (Name)	\$ _____
Risk Management / Quality Assurance Specialist _____ (Name)	\$ _____
Financial Specialist _____ (Name)	\$ _____

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked.

Total Estimated Cost of Professional Fees: \$ _____ (insert amount at contract award)

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2.0 Cost Reimbursable Expenses

2.1 Authorized travel and living expenses for Work

Concerning the requirements to travel described in section 8. Location of work in the Statement of Work in Annex A, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travellers", rather than those referring to "employees.

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

All travel must have the prior authorization of the _____ Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses: \$_____ (insert amount at contract award)

2.2 Subcontracts

The Contractor will be reimbursed the expenses for subcontracts it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of a copy of the invoice (supported by receipt vouchers (as applicable)) the contractor received from the subcontractor.

EXPERT PANEL RESOURCES	FIRM ALL-INCLUSIVE DAILY RATES (in \$CDN)
Expert Panel Resource(s) Senior Executives	
1. _____ (Name)	
2. _____ (Name)	\$ _____
3. _____ (Name)	
4. _____ (Name)	
5. _____ (Name)	

Total Estimated Cost of Subcontracts: \$_____ (insert amount at contract award)

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3.0 PERIODIC HEALTH REVIEW (INITIAL CONTRACT PERIOD)

At the option of the Project Authority and as a separate task authorization, during the Initial Contract period, the Contractor may advise the Project Authority on SSC's progress towards achieving SSC's transformation plan's milestones and deliverables.

The Contractor will be paid Firm all-inclusive daily rates as follows:

NAME OF RESOURCES	FIRM ALL-INCLUSIVE DAILY RATES (in \$CDN)
Project Leader and back-up _____ (Name - Leader) _____ (Name - Back-up)	\$ _____
Organization Development Consultant _____ (Name)	\$ _____
Business Architect _____ (Name)	\$ _____
Risk Management / Quality Assurance Specialist _____ (Name)	\$ _____
Financial Specialist _____ (Name)	\$ _____

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked.

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4.0 Total Estimated Cost- Contract Period: \$ _____ (insert amount at contract award)

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.1.4 of the Contract.

B- Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B-1 Extended Contract Period – (Option Period From April 01, 2017 To March 31, 2018)

1.0 Professional Fees

The Contractor will be paid Firm all-inclusive daily rates as follows:

NAME OF RESOURCES	FIRM ALL-INCLUSIVE DAILY RATES (in \$CDN)
Project Leader and back-up _____ (Name - Leader) _____ (Name - Back-up)	\$ _____
Organization Development Consultant _____ (Name)	\$ _____
Business Architect _____ (Name)	\$ _____
Risk Management / Quality Assurance Specialist _____ (Name)	\$ _____
Financial Specialist _____ (Name)	\$ _____

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For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked.

Total Estimated Cost of Professional Fees – Option Period: \$ _____ (insert amount at contract award)

2.0 Cost Reimbursable Expenses

2.1 Authorized travel and living expenses for Work

Concerning the requirements to travel described in section 8. Location of work in the Statement of Work in Annex A, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travellers", rather than those referring to "employees.

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

All travel must have the prior authorization of the _____ Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses: \$ _____ (insert amount at contract award)

2.2 Subcontracts

The Contractor will be reimbursed the expenses for subcontracts it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of a copy of the invoice (supported by receipt vouchers (as applicable)) the contractor received from the subcontractor.

EXPERT PANEL RESOURCES	FIRM ALL-INCLUSIVE DAILY RATES (in \$CDN)
Expert Panel Resource(s) Senior Executives 1. _____ (Name) 2. _____ (Name) 3. _____ (Name) 4. _____ (Name)	\$ _____

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5. _____ (Name)	
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Total Estimated Cost of Subcontracts: \$ _____ (insert amount at contract award)

3.0 Total Estimated Cost- Option Period: \$ _____ (insert amount at contract award)

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the _____ (insert: Limitation of Expenditure specified in clause 6.1.4 of the Contract.

Bidders' Questions – Answers to outstanding questions.

QUESTIONS	ANSWERS
<p>49. We believe that the experience of "Affiliates" must be changed in order for global firms to submit a compliant response. For tax, accounting and legal reasons, Global firms operate their business through local, country specific operating companies. In Canada, the local company is the legal entity qualified to bid on Government of Canada solicitations. We do believe that the Crown would not want to benefit from the Bidder's global experience and capabilities that may, in fact, be more relevant to SSC than local experience. To do so requires the use of experience of "Affiliates".</p> <p>The Crown has generally allowed the use of the experience of the bidder's "Affiliates". By way of example, the following language would be acceptable, and is taken from one of the above noted RFPs:</p> <p>"The experience of affiliates will be accepted for evaluation purposes in response to these criterion. In such cases, the experience of an affiliate will be considered for evaluation purposes. For the purpose of this evaluation, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Bidder's affiliates if:</p> <ul style="list-style-type: none"> a) directly or indirectly either one controls or has the power to control the other, or b) a third party has the power to control both. <p>Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the</p>	<p>For the purpose of technical evaluation only, the technical mandatory requirement "M1", the experience of the Bidder and its affiliates will be considered.</p>

QUESTIONS	ANSWERS
<p>same or similar management, ownership, or principal employees, as the case may be.”</p> <p>We respectfully request that the definition of Bidder should be amended) to read as follows: <i>“a project must have been completed by the Bidder itself, the Bidder’s Parent Company, or by an affiliate of the Bidder, as such term is defined in the Canada Business Corporations Act (and cannot include the experience of any proposed subcontractor of the Bidder)”</i>.</p>	
<p>50. In past procurements, we have seen the use of the standard limitation of liability clause for Information Management/Information Technology (see SACC N0000C). The current RFP does not include this reference and therefore implies unlimited liability, which is not possible for our company to accept. In order to ensure Canada has access to best bids and proposal from respondents, we respectfully request that this clause be included in the RFP.</p>	<p>Canada is pulling SACC 2035 paragraph 24 Liability and replacing it with to SACC N0001C - Limitation of Contractor’s Liability for Damages. Please see Amendment 06 for more details.</p>
<p>51. It’s our understanding that the RFP references a term around Limitation of Liability from the SACC, and specifies an Unlimited Liability as a term and condition to be accepted by Bidder’s upon submission of a bid. Unlimited liability is often a difficult term for firms to accept when it comes to advisory services. A typical compromise is to specify a limitation of liability equivalent to the fees paid by the client for the Statement of Work. Would Canada accept this compromise and reference an SACC term in its final RFP bearing this likeness?</p>	<p>Please see answer 50.</p>
<p>52. Ref: RFP Section 2.1 “Standard Instructions, Clauses and Conditions” and RFP Part 7 “Resulting Contract Clauses”: Liability - Can we disclaim indirect/consequential/special damages and limit direct damages to the value of the SOW?</p>	<p>Please see answer 50.</p>

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QUESTIONS	ANSWERS
54. Disclaimer of Warranties - can we add a general disclaimer of warranties?	The bidders may not add a general disclaimer of warranty. Please see above changes regarding the Liabilities and Insurance clauses of the Resulting Contract.

All other terms and conditions remain unchanged.