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NA  
Ontario

## Revision to a Request for a Standing Offer

## Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless  
otherwise indicated, all other terms and conditions of  
the Offer remain the same.

Ce document est par la présente révisé; sauf  
indication contraire, les modalités de l'offre demeurent  
les mêmes.

## Comments - Commentaires

## Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

## Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

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| <b>Title - Sujet</b> Provision Of Research Assistants  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W6369-21A050/B   | <b>Date</b><br>2021-01-27                    |
| <b>Client Reference No. - N° de référence du client</b><br>W6369-21-A050   | <b>Amendment No. - N° modif.</b><br>001      |
| <b>File No. - N° de dossier</b><br>KIN-0-54097 (510)   | <b>CCC No./N° CCC - FMS No./N° VME</b>       |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$KIN-510-8254   |  |
| <b>Date of Original Request for Standing Offer</b> 2021-01-05<br><b>Date de la demande de l'offre à commandes originale</b>  |  |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b> Eastern Standard Time EST<br><b>on - le 2021-02-08</b> Heure Normale du l'Est HNE  |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Barltrop, David   | <b>Buyer Id - Id de l'acheteur</b><br>kin510 |
| <b>Telephone No. - N° de téléphone</b><br>(613) 328-1650 ( )   | <b>FAX No. - N° de FAX</b><br>(613) 545-8067 |
| <b>Delivery Required - Livraison exigée</b>  |  |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>Royal Military College of Canada<br>PO Box 17000 - Station Forces<br>Kingston, ON K7K 7B4 |  |
| <b>Security - Sécurité</b><br>This revision does not change the security requirements of the Offer.<br>Cette révision ne change pas les besoins en matière de sécurité de la présente offre.                         |  |

Instructions: See Herein

Instructions: Voir aux présentes

|  |  |   |
|--|--|---|
| <b>Acknowledgement copy required</b><br><b>Accusé de réception requis</b>  | <b>Yes - Oui</b><br><input type="checkbox"/> | <b>No - Non</b><br><input type="checkbox"/> |
| <b>The Offeror hereby acknowledges this revision to its Offer.</b><br><b>Le proposant constate, par la présente, cette révision à son offre.</b>   |  |   |
| <b>Signature</b>   | <b>Date</b>                                  |   |
| Name and title of person authorized to sign on behalf of offeror. (type or print)<br>Nom et titre de la personne autorisée à signer au nom du proposant.<br>(taper ou écrire en caractères d'imprimerie) |  |   |
| <b>For the Minister - Pour le Ministre</b>   |  |   |

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## **W6369-21A050/B Provision of Research Assistants Amendment # 001**

The purpose of this amendment is to respond to Offeror questions and to amend areas of the Request for Standing Offer.

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**Refer:** Closing Date/Time

**Delete:** In its entirety;

**Insert:** Closing Date/Time

Solicitation Closes at - 02:00 PM, 8 February 2021

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**Q1.** Please refer to Section 5.2.3.1 – Canadian Content Certification on page 15 of the RFSO. Paragraph 4 of SACC Manual clause A3050T states that 80% of the service provided must be provided by an individual who resides in Canada. It is the Bidder's experience that RMC has in the past made requests to hire individuals who were not based in Canada (foreign academics) to perform the research (or work required) remotely. The Bidder therefore respectfully requests confirmation that remote work outside of Canada will not be allowed under this SO.

**R1.** This clause states that 80% of the service provided must be provided by an individual who resides in Canada, leaving 20% of the service able to be provided by individuals who reside outside of Canada.

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**Q2.** Please refer to Section 6.1 – Security Requirements on page 16 of the RFSO, which specifies that all Contractor resources must have either Reliability Status or a Secret security clearance. However, it is the Bidder's understanding that many individuals provided to RMC to perform services do not access classified material but may need access to DWAN. The Bidder therefore respectfully requests confirmation that individual resources who are not required to access Designated or Classified data may be hired if they do not hold a valid security clearance.

**R2.** All resources that have access to RMC Campus and DWAN are required to have a valid security clearance.

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**Q3.** Please refer to Section 7.5.2 on page 19 of the RFSO, which indicates that the Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up and is responsible for all the technical content of the Work under the resulting Contract. If the Project Authority is responsible for the technical content of the call-up, there would appear to be an overlap with the responsibilities of the Technical Authority listed in Part 7. As the RFP does not identify the Project Authority, the Bidder therefore respectfully requests the following:

- a. Confirmation that the Project Authority will be named in the resulting Standing Offer; and
- b. Clarification on the delineation of responsibilities between the Project Authority and the Technical Authority.

**R3.** Section 7.5.2 has been amended to reflect Technical Authority and will be revealed upon issuance of the Standing Offer.

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**Refer: PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES, A. STANDING OFFER, 7.5 Authorities**

**Delete: 7.5.2 Project Authority**, in its entirety;

**Insert: 7.5.2 Technical Authority**

The Technical Authority for the Standing Offer is:

The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

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**Q4.** Please refer to Section 7.7 – Identified Users on page 19 of the RFSO. While this section indicates that the Identified User authorized to make call-ups against the Standing Offer is The Royal Military College of Canada, the Statement Of Work (SOW) later specifies in Section 8.1 on page 27 that under no circumstances are the Contractor's personnel to obtain call-ups, instructions and specifications directly from an RMC employee or representative. As these two statements would appear to conflict, the Bidder respectfully requests clarification as to how the Identified Users' authorized representatives under the Standing Offer will be identified prior to the release of any call-up instruments? Having a list of Identified User Authorized Representatives is arguably necessary for the Contractor to confirm that any call-up received is from a valid Identified User under the Standing Offer with authority to enter into a contract.

**R4.** RMC's representative responsible for issuing call-ups will be made clear upon issuance.

**Refer: ANNEX "A" STATEMENT OF WORK, 8. REQUIREMENTS, 8.1 GENERAL REQUIREMENTS**

**Delete:** Under no circumstances are the Contractor's personnel to obtain call-ups, instructions and specifications directly from an RMC employee or representative.

**Insert:** Under no circumstances are the Contractor's personnel to obtain instructions and specifications directly from an RMC employee or representative.

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**Q5.** Please refer to Annex A, Section 8.1 – General Requirements on page 27 of the RFSO, which specifies that the Contractor may use students from the Kingston, Ontario area to populate its pool of acceptable personnel. The Bidder therefore respectfully asks if the Contractor may provide students from OUTSIDE the Kingston, Ontario area to populate its pool of acceptable personnel and if so, may those individuals be attributable to other Canadian universities?

**R5.** This is acceptable, however priority should be given to students in the Kingston, Ontario area.

**Refer: ANNEX "A" STATEMENT OF WORK, 8. REQUIREMENTS, 8.1 GENERAL REQUIREMENTS**

**Delete:** It is essential that well qualified researchers of high calibre be attracted to carry out the work and that a stable environment be maintained to ensure continuity. The Contractor may use students from the Kingston, Ontario area to populate its pool of acceptable personnel as applicable. The holders of the doctorates and master's degrees are the leaders of the RMC research teams and are responsible to the faculty for the progress of the Work and deliverables.

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**Insert:** It is essential that well qualified researchers of high calibre be attracted to carry out the work and that a stable environment be maintained to ensure continuity. The Contractor may use University students to populate its pool of acceptable personnel as applicable, priority should be given to students in the Kingston, Ontario area. The holders of the doctorates and master's degrees are the leaders of the RMC research teams and are responsible to the faculty for the progress of the Work and deliverables.

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**Q6.** Please refer to Annex A, Section 8.3.11 – Scientific Team Leader on page 30 of the RFSO. The language used for this paragraph is stated as, “The Programme Coordinator” vice “Scientific Team Leader”. Is this an error in language or does the resource mentioned in section 8.3.10 above perform the tasks mentioned for the Scientific Team Leader?

**R6.** This was an administrative error, corrected as follows.

**Refer:** **ANNEX "A" STATEMENT OF WORK, 8.3 TASK AND DELIVERABLES, 8.3.11 SCIENTIFIC TEAM LEADER**

**Delete:** The Programme Coordinator must perform the following tasks and deliverables, but are not limited to the following:

**Insert:** The Scientific Team Leader must perform the following tasks and deliverables, but are not limited to the following:

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**Q7.** Please refer to Annex A, Sections 6 Constraint (6.2 and 7) Training on pages 26-27 of the SOW. These sections indicate that there may be times when the RMC General Safety Program training and specialized training is necessary for a unique component of research. In the rare instances where there are no candidates with the specialized training or where the pool of candidates is artificially limited because of the specialized training, with the Project Authority authorization, the training may be paid by RMC. The Bidder therefore respectfully requests confirmation that Canada will be adding a “Direct Cost” category in Annex B, Basis of Payment to cover the rare instances where the reimbursement of training is required.

**R7.** No, a Direct Cost category will not be added to Annex B Basis of Payment. In instances where the contractor resources are required to attend health and safety training per DND regulations, the Contractor will be able to attend the required DND courses at no additional cost.

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**Q8.** Please refer to Annex A, Section 9 – Reporting Requirements of the SOW on page 31, which specifies that employee timesheets must include the number of statutory holiday hours and vacation hours available to the employee. As the number of vacation hours available is within the purview of the employer and to avoid the perception of an employer/employee relationship between RMC and the Contractor resources, the Bidder respectfully requests that the requirement for employee timesheets to include the number of statutory holiday hours and vacation hours available to the employee be removed.

**Q8.** Agreed, Section 9 is amended as follows.

**Refer:** **ANNEX "A" STATEMENT OF WORK, 9. REPORTING REQUIREMENTS**

**Delete:** In its entirety;

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**Insert:** Time sheets must clearly identify the month, call-up number, the number of hour's worked and statutory holidays (if applicable) for each resource. The time sheets will be used to verify provision of services to RMC.

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**Q9.** Please refer to Section B – Escalation in Annex B, Basis of Payment. This section indicates that the personnel rates may be adjusted by the Offeror on a yearly basis over the five-year period of the Standing Offer. This section further stipulates that the adjustment is not to exceed the percentage change in the annual average Consumer Price Index of Canada, All-items, Not Seasonally Adjusted, published in Statistics Canada Catalogue No. 62-001-XPB, Table 5, for the immediately preceding calendar year. However, this table was discontinued in June of 2018. The Bidder therefore respectfully requests confirmation that Canada will accept instead the use of Table 18-10-0005-01 Consumer Price Index, annual average, not seasonally adjusted available at: <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000501>

**R9.** Agreed.

**Refer:** Excel Spreadsheet **basis\_of\_payment\_e.xlsx**

**Delete:** B. ESCALATION, in its entirety;

**Insert:** B. ESCALATION

The personnel rates outlined below may be adjusted by the Offeror on a yearly basis over the five year period of the Standing Offer. The adjustment is not to exceed the percentage change in the Consumer Price Index, annual average, not seasonally adjusted, published in Statistics Canada Table No. 18-10-0005-01, for the immediately preceding calendar year. The catalogue is available at Statistics Canada Website at [www.statcan.gc.ca](http://www.statcan.gc.ca)

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