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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
THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Science Procurement Directorate/Direction de
l'acquisition de travaux scientifiques
11 Laurier St. / 11, rue Laurier
11C1, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet Mercury Global Anchor Stations	
Solicitation No. - N° de l'invitation W8474-14MG25/A	Amendment No. - N° modif. 015
Client Reference No. - N° de référence du client W8474-14MG25	Date 2013-10-21
GETS Reference No. - N° de référence de SEAG PW-\$\$ST-006-26331	
File No. - N° de dossier 006st.W8474-14MG25	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-31	
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: Thorsley, Mark	Buyer Id - Id de l'acheteur 006st
Telephone No. - N° de téléphone (819) 956-1772 ()	FAX No. - N° de FAX (819) 997-2229
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

This amendment is raised to address the following:

- To respond to questions received during the solicitation period; and
- To revise the solicitation accordingly, as applicable.

Questions and Answers

Q124 RFP W8474-14MG25 PART 4, para 1.3.1 Payment currency

The RFP allows bidders to bid in their currency(ies) of choice. The RFP calls up SACC Clause A0222T for Evaluation of Price. Clause A0222T is clear as to how bids will be evaluated (the rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor to the bids submitted in foreign currency), but the RFP is silent on how the contractor will be paid.

Please confirm that the intent is that all DAB and ISS payments will be made in CAD, thereby leaving the foreign exchange risk with the bidder.

Alternatively, if the intent is to have the Crown carry the foreign exchange risk for the duration of the contract, please explain how bidders should present the foreign currencies in the financial bid presentation sheet, and how foreign currencies will be handled in the basis of payment (Annex B and Annex H), including the application of the monthly adjustments.

Will there be any cap on the amount of foreign content in the bids?

A124 There is no obligation to bid in CAD dollars. Bidders may submit a bid in a *single* currency of their choice, noting the conditions of SACC A0222T.

The resulting contracts and associated payments will be made in the currency used in the successful bidder's bid.

Q125 1.1.1 Objective "...long-term SATCOM engineering and In-Service Support..."

These sections should specifically describe contractor's obligation to provide equipment and R&O services.

A125 No update is required because this is a high level statement that was not intended to include detailed commitments.

Q126 1.1.2 "work to be carried out by the Contractor relating to the provision of Services" "... and related systems engineering and integration activities." These sections should specifically describe contractor's obligation to provide equipment and R&O services.

A126 The statement has been updated as per item 1 below to indicate the Contractor is also required to provide equipment.

Q127 1.2.2.5 Overview "MGAS elements are deliverables under the Design and Build (DAB) contract"

Should also state that additional equipment is deliverable under the ISS contract, and under what conditions.

A127 A statement has been added as per item 2 below to indicate the Contractor is required to provide equipment under the ISS Contract .

Q128 1.2.3 Overview

“provide all necessary life cycle support services... including but not limited to:

- Operating support
- Engineering support
- Material support
- Facilities support
- Related project management functions
- System engineering
- Integration of new interfaces and technologies

Should make it clear that within the scope of this SOW the scope includes R&O of equipment, replenishment of spares as necessary, replacement of parts due to obsolescence or end of life, as necessary to maintain the contracted availability.

Because the SOW does not outline deliverables, the requirement to provide “services” may be interpreted as the contractor providing only services (i.e., with all equipment as GFE) rather than your intent for the contractor to also deliver equipment

A128 The text has been updated as per item 3 below to clarify the Contractor's obligations to providing equipment and services for ISS.

Q129 1.2.4 “MGISS project will provide Contractor support services...”

“Will include additional support systems and infrastructure that is needed to deliver the support services”

Describe that the services and infrastructure include repair or replacement of equipment, or delivery of new equipment.

A129 The text has been updated as per item 4 item below to clarify the Contractor's obligations to deliver equipment.

Q130 “...since all Anchor Station facilities and associated equipment will belong to DND...”

“...DND will provide direction when capability enhancements are required... and/or act on any changes recommended by the Contractor over which DND has authority”.

“Contractor will manage the detailed scope of work associated with the provision of engineering and logistics support, maintenance, and operating support”.

If the contractor is responsible for the availability and provision of all equipment to meet that requirement, then the contractor must have authority to act on necessary changes without EMT approval. Moreover, since contractor bears financial responsibility, changes must be at contractor's discretion.

- A130 Although the Contractor is responsible for the availability, any recommended changes to the MGAS or associated equipment and services remain subject to approval by Canada. Therefore, no change is necessary to the current ISS SOW text.
- Q131 1.7 Maintenance Support
- No specific section to address Level 2, 3, or 4 maintenance. We recommend that you add one or more sections to specifically address Contractor responsibilities for Levels 2, 3, and 4 maintenance.
- A131 No change is required as this information is already supplied in section A.2.3.1.4.
- Q132 1.7.5 Software Maintenance and Changes We recommend that you make all Software Maintenance a CORE requirement.
- A132 The Contractor is required to sustain the MGAS and EIE software throughout the ISS contract and as such it is Core work. This includes updating the software to address reliability, performance and obsolescence issues. Software enhancements (e.g. new features) will be addressed by Taskings or Additional Work Requests. The software maintenance section has been updated as per items 5,6 and 7 to clarify the Contractor's obligations.
- Q133 1.7.6 Warranty of R&O work
- This section appears to be contradictory to your intent. We recommend that you delete it.
- A133 Paragraph has been deleted as per item 8 below, as there is no applicable ISS warranty work.
- Q134 1.7.8 Contractor Supplied Parts
- We recommend that you rewrite this clause to eliminate "obtain" and "locating of sources of supply" and replace with a strong clause that requires the contractor to "provide required parts".
- A134 This section has been updated as per item 9 below to clarify the supplied parts requirement.
- Q135 1.7.9 Consumables
- We recommend that you replace the word "procure" with "provide".
- A135 This section has been updated as per item 10 to clarify the Consumables requirement.
- Q136 1.8.4 Provision of Spares and Repair Parts
- Given that it is the contractor's responsibility to replace equipment and to replenish spares, we recommend that you delete the existing text and replace with a clause that describes contractor's obligation to replenish spares.
- A136 This section has been updated as per item 11 below to clarify the Contractor's obligations with respect to the provision of spares and repair parts.
- Q137 ISS SOW Sec 4.0 CONTRACT DELIVERABLES
- We recommend that you add the contractor obligations to deliver hardware.

A137 This section has been updated as per item 12 below to clarify the Contractor's obligations with respect to contract deliverables including equipment.

Q138 As stated in Amendment # 009 and in the RFP, the first year of ISS contract includes the Early Access services i.e. Operations and Maintenance and the Mission Planning support service. Regarding the ISS core pricing sheet, there is an inconsistency between the level of effort in Years 1 and 2 and the maximum funding. Early Access requirement, which begins at contract award, requires 24/7 support during Years 1 and 2 and represents a similar level of effort as would be required to support the Anchor Stations when they come on line yet the maximum allowable funding for years 1 and 2 is only permitted to be 4%. This seems inconsistent with the maximum funding for most other years. We suggest Canada revise the table as proposed below to acknowledge the level of effort for Early Access core requirements.

Period	Year	Maximum % of bid price for identified period	Maximum % of bid price for applicable year
ISS Contract Period	Years 1 and 2	57	15
	Year 3		8
	Year 4		8
	Year 5		8
	Year 6		9
	Year 7		9
ISS Option Period 1	Year 8	31	7
	Year 9		7
	Year 10		7
	Year 11		8
	Year 12		10
ISS Option Period 2	Year 13	38	7
	Year 14		7
	Year 15		7
	Year 16		8
	Year 17		10

A138 The maximum values indicated by Canada in the table are reflective of the estimated costs of goods and services delivered to Canada during those respective periods, while providing some flexibility in amounts for certain years to account for various cost impacts. The estimates take into consideration that a significant amount of additional goods and services will be required to support the full ISS capability following the delivery and acceptance of the Anchor Stations. Accordingly, Canada intends to maintain the current payment structure.

Q139 In Answer 38, Canada states that if the contract is awarded to a Canadian company that intends to subcontract to a US company, then the Canadian company must submit a sub-SRCL to CISD, post-contract award, who would then provide sub-SRCL security clauses specific to that subcontractor.

We request that you explicitly define the security requirement for a US subcontractor. In the absence of a clear scope definition, contractors will necessarily make assumptions to constrain their FFP bids, placing Canada at risk of subsequent ECPs if the eventual sub-SRCL does not match those assumptions.

- A139 The security requirements for subcontractors, whether Canadian or foreign, are determined by the contractor assigning work to that subcontractor. The contractor must determine what security requirements are applicable to the subcontracted work and seek Canadian Industry Security Directorate approval for the associated sub-SRCL and the provision of applicable security clauses (Canadian or US). Assurance that the subcontractor meets the stipulated security requirements will also be provided and/or initiation of security screening of Canadian or US organization if required. For further information, please refer to <http://ssi-iss.tpsgc-pwgsc.gc.ca/ssi-iss/sc-cs/sc-cs-eng.html#Subcontracts>

Solicitation Revisions

1. At Annex G - Statement of Work - In-Service Support, section 1.1.2:

DELETE: In its entirety

INSERT: The following:

- 1.1.2 The purpose of this ISS Statement of Work (SOW) is to describe the Department of National Defence's (DND) ISS requirements for work to be carried out by the Contractor relating to the provision of equipment and services in support of the Mercury Global Anchor Segment (MGAS) and related systems engineering and integration activities.

2. At Annex G - Statement of Work - In-Service Support, section 1.2.2:

INSERT: Section 1.2.2.5 as follows:

- 1.2.2.5 Additional support equipment under the ISSC.

3. At Annex G - Statement of Work - In-Service Support, section 1.2.3:

DELETE: The overall goal of the MGISS project is to provide all necessary life cycle services, as illustrated in Figure 1, including but not limited to operating support, engineering support, maintenance support, material support, facilities support, and related project management functions necessary to maintain the MGAS throughout its service life.

INSERT: The overall goal of the MGISS project is to provide all necessary life cycle support equipment and services, as illustrated in Figure 1, including but not limited to operating support, engineering support, maintenance support, material support, facilities support, and related project management functions necessary to maintain the MGAS throughout its service life.

4. At Annex G - Statement of Work - In-Service Support, section 1.2.4:

INSERT: A new section 1.2.4 as follows:

- 1.2.4 The support equipment provided, as necessary to maintain the contracted availability, includes the following:

- 1.2.4.1 An Electronic Information Environment;

1.2.4.2 Repaired equipment through the Repair & Overhaul work;

1.2.4.3 Replacement of spares due to obsolescence or end of life; and

1.2.4.4 Consumable material.

REVISE: All following section numbers in 1.2. accordingly.

5. At Annex G - Statement of Work - In-Service Support, section 3.0, subsections 1.7.5, 1.7.5.2 and 1.7.5.3:

DELETE: (TASKING)

INSERT: (CORE)

6. At Annex G - Statement of Work - In-Service Support, section 3.0, subsection 1.7.5.1:

DELETE: The options that the DND EMT could consider are to:

- a. Require the original software developer to make any necessary software changes;
- b. Depend upon the DND Land Software Engineering Center (LSEC) to maintain the software; or
- c. Require the Contractor to maintain the software as an aspect of its R&O responsibility.

7. At Annex G - Statement of Work - In-Service Support, section 3.0, subsection 1.7.5.2.2:

DELETE: In its entirety

INSERT: The following:

1.7.5.2.2 The Contractor must provide life-cycle software updates to the MGAS and EIE software to address reliability, performance and obsolescence issues. Software enhancements (e.g. new features) will be addressed by Taskings or Additional Work Requests.

8. At Annex G - Statement of Work - In-Service Support, section 3.0, subsection 1.7.6:

DELETE: In its entirety

9. At Annex G - Statement of Work - In-Service Support, section 3.0, subsection 1.7.8.2:

DELETE: In its entirety

INSERT: The following:

1.7.8.2 The Contractor must be responsible to provide the repair parts required to sustain the MGAS and EIE.

10. At Annex G - Statement of Work - In-Service Support, section 3.0, subsection 1.7.9.1:

DELETE: In its entirety

INSERT: The following:

1.7.9.1 The Contractor must provide all Consumables (Non Repairable Items, also called Bench Stock) needed to meet the Maintenance Support requirements of the Contract.

11. At Annex G - Statement of Work - In-Service Support, section 3.0, subsection 1.8.4:

DELETE: Subsections 1.8.4.1 and 1.8.4.2 in their entirety
INSERT: The following:

1.8.4.1 The Contractor shall proactively replenish spares and repair parts.

12. At Annex G - Statement of Work - In-Service Support, section 4.0:

INSERT: A new section 4.1 and 4.2 as follows:

4.1 Replacement Material

4.1.1 The Contractor must provide replacement material under the Contract including the following:

- 4.1.1.1 Repair & Overhaul repairable material;
- 4.1.1.2 Replaced non-repairable material;
- 4.1.1.3 Replaced equipment at end of life; and
- 4.1.1.4 Replaced equipment for obsolete items.

4.2 Consumable Material (Non-Repairable)

4.2.1 The Contractor must provide consumables under the Contract.

REVISE: All following subsection numbers in 4.0 accordingly.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME