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**Amendment #8  
REQUEST FOR  
PROPOSAL**

**Amendment n ° 8  
DEMANDE DE  
PROPOSITION**

Proposal to: Public Works and Government Services  
Canada

We hereby offer to sell to Her Majesty the Queen in  
right of Canada, in accordance with the terms and  
conditions set out herein, referred or attached hereto,  
the supplies and services listed herein or on any  
attached sheets at the price(s) set out therefore.

Propositions aux: Travaux publics et Services  
gouvernementaux Canada

Nous offrons par la présente de vendre à sa Majesté la  
Reine du chef du Canada, aux conditions énoncées ou  
incluses par référence dans la présente et aux annexes  
ci-jointes, les articles et les services énumérés ici et sur  
toute  
feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

Questions and answers/ Les questions  
et les réponses.

**Vendor / Firm Name and Address  
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**Issuing Office - Bureau de distribution**  
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des approvisionnements  
Marine Systems and Small Vessels Sector  
Major Projects Directorate – Sea  
AJISS Project Office  
Gatineau, Quebec

<b>Title-Sujet</b> Arctic Offshore Patrol Ship (AOPS) and Joint Support Ship (JSS) In-Service Support/Le soutien en service (SES) du navire de patrouille extracôtier et de l'Arctique (NPEA) et du navire de soutien interarmées (NSI)	
<b>Solicitation No. - N° de l'invitation</b> W8476-133818/C/B	<b>Date</b> August 26, 2016/le 26 août 2016
<b>Client Reference No. - N° de référence du client</b> W8482-156698	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-16-00738522	
<b>Solicitation Closes – L'invitation prend fin</b>  October 25, 2016 at 14 :00 /le 25 octobre 2016	<b>Time Zone / Fuseau horaire</b> Eastern Daylight Time (EDT) / Heure avancé de l'est
<b>F.O.B. – F.A.B</b>  Plant-Usine : <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ryan Gigliotti	
<b>Telephone No. - N° de téléphone</b> <a href="mailto:NPEANSISES.AOPSJSSISS@tpsgc-pwgsc.gc.ca">NPEANSISES.AOPSJSSISS@tpsgc-pwgsc.gc.ca</a>	<b>FAX No. - N° de FAX</b>
<b>Destination of Goods, Services and Construction: Destinations des biens, services et construction :</b>  Specified Herein Précisé aux présentes	

**Instructions : See Herein**

**Instructions : voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein – voir aux présentes	<b>Delivery Offered - Livraison proposée</b>
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<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



This Amendment #8 is being issued to make changes to the Arctic Offshore Patrol Ship (AOPS) and Joint Support Ship (JSS) In-Service Support and to answer questions received against this solicitation.

## **Part 1 Amendments to the RFP**

### **1. Reference: Annex C – Security Requirements**

**Insert in its entirety:** AJISS SRCL Security Check list: See attached additional pages to Annex C solicitation document revised page 108- 111. Amend the remaining pages to account for the additional 4 pages added to annex C, revise total number of pages from 227 to 231

### **2. Reference Annex A PWS – 1433 (DOORS) and 9.6 (Word)**

**Delete in its entirety:** The Contractor must adhere to the requirements of Communications Security Establishment Canada Information Technology Security Guidance (CSEC ITSG-33) IT Security Risk Management: A Lifecycle Approach for the Security Assessment and Authorization (SA&A) of Information Systems for any information system provided by the Contractor which becomes the property of Canada.

**Insert in its entirety:** “The Contractor must adhere to the requirements of Communications Security Establishment Canada Information Technology Security Guidance (CSEC ITSG-33) IT Security Risk Management: A Lifecycle Approach for the Security Assessment and Authorization (SA&A) of Information Systems for any data provided by the Contractor which becomes the property of Canada.”

### **3. Reference Part 7.24.6 See attached Revised 7.24.6 page 87 of 227**

**Delete in its entirety:** 7.24.6. The date of termination pursuant to this Article, shall be the date specified by Canada in its notice to terminate, or, if the Contractor exercises the right to terminate, in a notice to the Contractor from Canada in response to the Contractor’s notice to terminate. The date of termination shall be in Canada’s discretion to a maximum of 12 months after service of the original notice to terminate served by either Party pursuant to subarticle 5, above.

**Insert in its entirety:** 7.24.6.a. The date of termination pursuant to this Article shall be the date specified by Canada in its notice to terminate. The date of termination shall be in Canada’s discretion to a maximum of 12 months after service of the original notice to terminate pursuant to subarticle 5, above.

7.24.6. b. If the Contract is terminated under 7.24.6 a, Annex D 2035 General Conditions, Article 2035 10 - Excusable Delay - will apply.

### **4. Reference: Requirements Guide for Preliminary Service Delivery Annual Operating Plan, page G14 and G15. In Assessment Factor 1, under Criteria,**

**Delete in its entirety:** The plan must describe the following elements for each coast:

- a. Responsibility Matrix of Level Two Maintenance for Hybrid Systems;
- b. Dates and duration of SWPs and DWPs;
- c. Significant in-service support activities such as major repairs, surveys, tests and trials;
- d. Planned level of effort for each SWP, DWP and other significant activities;
- e. AOPS operations uptime/downtime; f. JSS operations uptime/downtime;
- g. SWP/DWP Level One, Two and Three Maintenance;
- h. Restricted Readiness Dates (Tiered Readiness Program);
- i. Underwater hull inspections; and



j. Support to Classification Society inspection and surveys.

**Insert in its entirety:**

The plan must include:

- a. Engineering Changes (ECs), Preventive Maintenance (PM) and Corrective Maintenance (CM) activities to be completed, including planned start and completion dates for each activity;
- b. Integrated Management Schedule that includes milestones for any organization delivering services to the ship during the project;
- c. a notation on the SDPP for the date and time at which the last revision was completed;
- d. a section identifying the critical path and all activities on the critical path;
- e. a section outlining the requirements for Canada's and Classification Society's participation;
- f. a section identifying any issues or concerns, such as communications, personnel, supply, anticipated delays, etc.;
- g. the duration for each expected activity that will be carried out during the work period; and,
- h. feedback on Canada and Contractor interactions from previous DWP/SWPs.

The De-Classification Plan must have at least the following components:

- a. Identify classified equipment/components that must be removed and returned to DND prior to ship entering DWP, including name, location and return point(i.e. crypto);
- b. Identify classified equipment that is to remain onboard that must be protected, preserved and properly secured during the DWP, including the name, location and method of maintaining security;
- c. Identify, if required, any restricted or classified compartments that will or must remain "out of bounds" for the duration of the DWP and method of securing the compartment; and,
- d. Identify the method which any security infractions will be reported to DND should they occur.

The plan must describe the following elements for the project:

- a. duration of the project;
- b. services and activities performed during the project; and
- c. integrated schedule that includes milestones and responsible parties for the delivery of the services to the project.

**5. Reference Part 4, Article 4.5**

Delete Part 4, Article 4.5 in its entirety. In this regard the Bidder is to refer to Attachment 2 to Part 4 – Value Proposition Proposal.

**6. Reference Part 1 Section 1.3 after: *Rolls Royce – Fin stabilizers and steering***

**Insert in its entirety:** *Gabadi S.L. - Accommodations Installation*

**7. Reference Attachment 1 to part 4 item 1a No. 7 Performance Measurement Experience**

**Delete in its entirety:** A written submission not to exceed 15 pages in total is required and should include the Bidder's Team experience with performance management and performance measurement relevant to sustain physical asset or weapon system In-Service Support. The description of performance management and performance measurement should include:

**Insert in its entirety:** A written submission not to exceed 15 pages in total is required and should include the Bidder's experience with performance management and performance measurement relevant to sustain physical asset or weapon system In-Service Support. The description of performance management and performance measurement should include:



## 8. Reference Annex B Part 5.6 See attached revised page 104 of 227

**Delete in its entirety:** 5.6 Subcontractor Cost for Emergent Work - For the performance of the work in the Task Authorization by authorized Subcontractors, other than corporate affiliates of the Contractor, the Contractor will be reimbursed its actual costs plus a firm mark-up and profit as identified in Annex B 4, g

**Insert in its entirety:** 5.6 Subcontractor Cost for Emergent Work - For the performance of the work in the Task Authorization by authorized Subcontractors, other than corporate affiliates of the Contractor, the Contractor will be reimbursed its actual costs plus a firm mark-up and profit as identified in Annex B 5.7 Payment for corporate affiliates will be at direct cost with no mark up by the Contractor.

9. In addition to the information provided in Amendment #2 regarding site visits Canada would also like to inform potential Foreign National attendees that VCRs will need to be submitted by each of the company's security officers as per <http://iss-ssi.pwgsc-tpsgc.gc.ca/ssi-iss-services/dv-rfv-eng.html?>

10. To issue new attachment Reference Document – Policy Procedure and Guidelines, Unsatisfactory Condition Reporting.

### **Part 2 Questions and Answers**

Q109: **Reference: PWS** The two versions of the PWS supplied on Buyandsell.gc.ca (DOORS format and Word format). Can you please confirm which version takes precedence?

A109: Bidders' are advised that in the English RFP documents there are two formats of the PWS, one is in DOORS and the other is Word, exported from DOORS. The DOORS format takes precedence over the Word and will, as a result, form part of the contract documents in an ensuing English contract. In the French RFP only the Word format of the PWS is available and therefore this document will form part of the French contract documents.

Q110: **Reference: RFP 4.6; Annex B; PWS Start-Up Phase; 3.17.1 SRVP; Appendix A to PWS**  
The RFP requires the contractor to provide an unevaluated detailed financial start-up phase bid under section 4.6. The end of the start-up phase, in accordance with PWS, is the successful completion of the support readiness verification preliminary (Section 3.17.1 Support Readiness Verification Preliminary (SRVP) of the PWS -1255). One of the requirements of the SRVP is the completion of two SWPs on each coast. In accordance with the preliminary ship delivery schedule (appendix A to PWS), two SWPs for each coast could not be conducted within the 1 year Start-up Phase. Therefore, it is recommended that the requirement for the two SWPs be removed from the SRVP criteria.

A110: SRVP criteria remains in accordance with PWS 3.17.1. Should there be a conflict between the PWS and the graphical representation found in Appendix A, the PWS will take precedence.

Q111: CANADA is requested to confirm that the contractor is expected to plan for International SWPs. If response is affirmative, CANADA is further requested to confirm:

(a) that an International SWP would form part of the contract's Core Work

(b) that an International SWP is synonymous with the notion of a 10-day Rest and Maintenance Period (RAMP), as referenced in the JSS Employment and Utilization Report, dated 28 Oct 14, page 2, para 1.1.f

A111: The contractor is expected to plan for International SWPs  
a) As with any SWP, there will be core and emergent work.  
b) Affirmative



Q112: Reference RFP Part 7, 7.16.3 Paragraph 7.16.3 states that "...the Contractor will execute an End Use Certificate from the Federal Republic of Germany in the appropriate form and provide a signed copy to Canada...". When is the Contractor to execute the End Use Certificate and when is it to be provided to Canada? What is the appropriate form of the certificate?

A112: The end use certificate is included in the RFP as ANNEX M, JOINT SUPPORT SHIP END USE CERTIFICATE. It will be required upon the request of the Contracting Authority.

**Q113: Reference: Amendment 1 Q12 , Part 3, Paragraph 3.5.3**

Paragraph 3.5.3 states, "If an emergent work task will be performed on a time basis by personnel whose rates are covered under the Contractor's quoted personnel rates, these quoted rates will apply."

What personnel are covered under the Contractor's quoted personnel rates? We recommend this be clarified to mean that the personnel who are covered under the Contractor's quoted personnel rates are the Bidder's Team, as described in the RFP Article 5.2.4, because the Prime Contractor has a teaming agreement with the subcontractor to provide the services for which the Bidder is being evaluated.

A113: The quoted personnel rates are those stipulated in Attachment 1 to Part 3 Financial Bid Presentation Sheet.

**Q114: Reference: PWS-902 (DOORS) and under 2.2 (Word) references the NaMMS document which in turn references C-02-015-001/AG-000, Policy Procedure and Guidelines, Unsatisfactory Condition Reporting.**

Please provide the most current revision of C-02-015-001/AG-000, Policy Procedure and Guidelines, Unsatisfactory Condition Reporting.

A114: Refer to Part 1, Item 10 herein.

**Q115: Reference: PWS Appendix A AJISS Contract Length and Performance Measurement.**

The green dot in the legend for the contract diagram indicates a "negotiation period for labour rates and materiel costs". RFP Annex B - Basis of Payment, Article 7.10 indicates that EPA is applied to Part 3 Attachment 1 Contractor labour rates from year 5 up to the end of the 35 year Contract.

Can you please clarify when renegotiation of labour rates occurs? Our recommendation is that the RFP Annex B - Basis of Payment be amended to reflect PWS Appendix A to indicate a labour rate negotiation every three years, after year 4, and "materiel costs" be clarified to mean "flow through materiel costs".

A115: Notwithstanding Part 7, Article 7.18 – Priority of Document - in this instance the Basis of Payment Annex B will apply.

The quoted contractual rates will be adjusted after the 4 year baseline period and in every subsequent 3-year period in accordance with Part 7 Article 7.10. Negotiation of new rates, may occur as a result of a) adjustments in scope (Annex B, Basis of Payment Article 2.7) or b) the unforeseen need for additional management categories.

**Q116 Reference Part 7 Article 7.14.2 ( e)**

Reference "Provide the name of the successful supplier and, upon request, the value of the subcontract to unsuccessful bidders" - We believe that the value of the subcontract is commercially confidential information and is only one element of evaluation criteria. If the intent is to release this information to unsuccessful bidders we believe this is not a good idea. It is reasonable to submit this information to Canada upon request. Will you please clarify that this only needs to be submitted to Canada and not to the unsuccessful bidders?



A116 In accordance with Part 7, Article 7.14.2 a) bullet #2, the Contractor's subcontracting practices are to be: "accessible, open, fair and transparent and reflect good industry practices" Canada believes that release of total subcontract value fulfills this requirement.

No change.

Q117: Reference Amendment 1 and Annex B 5.6 In the case of the inclusion of an affiliate of a joint venture member as a subcontractor, Amendment 1 A5 to the RFP

a) Please clarify the reference to "relevant certification requirements ..." in Article 5.6 and how this applies specifically to affiliates of the contractor.

b) Are we able to markup work done by affiliates as we do with any other subcontractor?

A117: a) Refer to the relevant certifications requirements outlined in part 5 of the RFP as they apply to Bidders.

b) Refer to Part 1 #8 herein for a revised Annex B part 5.6.

Q118 Reference Part 1, Article 1.5 a, Do the "services" and "limitation of expenditure" only apply to the Management function?

A118: Canada and the Contractor will negotiate the level of effort required for the Management Services in Start-Up and mutually agree on an estimated cost for this phase of the contract.

Canada and the Contractor will mutually agree on the establishment of a Limitation of Expenditure for the initial 8-year period of the Contract that will include management services, core work and allowances for emergent work.

Q119: Reference Amendment 1 Q35, This question first refers to "subcontractors" but then asks about "subcontracts". Could Canada please clarify if its Answer (A35) means that if a subcontractor performs any subcontracted work at the rates submitted in the bid then further demonstration of "fair and reasonable" pricing is not required?

A119: Correct.

Q120: Reference Part 3, Article 3.2.2b), The example provided describes how a requirement for 3 years of experience cannot be met by each of 3 joint venture members having 1 year of experience. The actual criteria in the RFP do not however really resemble this and simply ask for the bidder's experience to be provided which will then be rated (as opposed to being determined whether it is met). Could Canada please clarify, using for example the Technical Experience Element 1 – ISS Program Management, if the experience of Joint Venture member X can be submitted for Assessment Criteria 1, 2 and 3; the experience of Joint Venture member Y for Assessment Criteria 4 and 5 and the experience of member Z for Assessment Criteria 6, 7 and 8 and that this response will not be declared non-responsive?

A120: Refer to Amendment No. 7, A80.

Q121: Further to A60 in Amendment 6, please clarify **where** the information required for M1 should be included in the proposal. For example, should we include it in Section IV with the certifications?

A121: The information for M1 should be included in the Bidder's proposal in any area of the Bidder's choice but it should be clearly marked or identified as being in response to M1.

Q122: Reference Requirements Guide, RFP Item 1c, Technical Scenarios: the Requirements Guide provided by Canada in Solicitation Amendments #1 does not provide any guidance on how Canada intends to evaluate the proposal responses for the Scenarios. Will Canada provide an expanded Requirements Guide that includes the evaluation criteria for the three scenarios?

A122: Negative





Q123: Reference DID-PM-001, PWS 1333, The PWS paragraph 3.3 g. requires the Relationship Management Plan (RMP) to be part of the PMP. However, RFP paragraph 1B.1, Page 36/227, does not list the RMP as part of the required content for the PMP. In addition, PMP Data Item Description DID PM-001 does not list a requirement for a subordinate Relationship Management Plan. This makes sense as the RMP is a separate deliverable DID-PM-009. Can Canada please confirm that a subordinate Relationship Management Plan is or is not part of the evaluated Program Management Plan?

A123: RMP is not evaluated as part of the PMP. RMP is only evaluated as part of the Relational Elements.

Q124: Reference DID-IDE-004, The statement of sensitivity (35 DID-AJISS-IDE-004 Statement of Sensitivity) appears to be a completed document containing a series of statements that address the issues of data classification, injury levels, data aggregation, availability impacts, etc. Please can you clarify the requirements of the contractor relating to the production of an AJISS Statement of Sensitivity?

A124: Requirements for the Statement of Sensitivity can be found in AJISS-PWS-CDRL-44 (36 IDE-004).

Q125: Reference PWS Appendix J - Letter FMF Strat Capabilities, Appendix J, Page B-5/7: Please define what M-15, M-16, and M-17 include for each of these systems. Main Propulsion is Contractor as primary but "Primary Elec Power Generation & Dist Sys" is FMF as the lead. For the AOPS, where is the break point?

A125: PMSP responsibility matrix including system breakpoints will be determined as per PWS-1293.

Q126: PWS 1.5.2 also states "Hybrid Systems will initially be determined in conjunction with supporting Appendix J - FMF Strategic Capabilities Letter." Appendix J includes two columns: Recommended FMF Strategic Model and Agreed Support Model. Can Canada please clarify what these two columns mean and if this is to be used to determine who will be the Primary Maintenance Support Provider?

A126: The two columns support the intention to have the ISSC and FMF determine the responsibility matrix in accordance with PWS-1293 (PWS Section 1.5.2 Para 2).

Q127: Reference Part 3, Article 3.2.2b: 3.2.2b) has been extended to cover experience in Value Proposition. As there are no Value Proposition experience requirements could Canada please clarify?

A127: Value Proposition experience will be assessed under the ITB Management Plan, specifically RFP Attachment 2 to Part 4 Article 3.5.2.4.

Q128: Reference Annex B, Article 5.6, excludes mark-up on Contractor's affiliates performing Emergent Work without an explanation of how they are to be treated. Given that Contractor's affiliates would be subject to the competition requirements, could you please explain why they would be restricted from mark-up and how they are to be treated?

A128: Refer to Part 1 item #8 herein.

Q129: Reference PWS para 1.5.2, states that "The Contractor will be responsible for ISS of all Hybrid Systems except for Level Two Maintenance that can be conducted by FMFs. The FMFs will determine their capacity to coordinate and conduct Level Two Maintenance of Hybrid systems and Canada will inform the Contractor for the development of the Contractor's respective Service Delivery Annual Operating Plans (SDAOPs). Level Two Maintenance for Hybrid Systems may be added to the Contract as Emergent Work or included within Core Work." We have several questions with respect to this:

a. Please clarify where in the requirements documents it describes the Level 2 Maintenance the FMF will conduct. Appendix J lists all systems as Hybrid, with the exception of crypto.

b. Will bidders have to wait until the Level 2 maintenance to be conducted by the FMFs is identified in the SDAOPs?

c. How are the FMFs going to coordinate Level Two Maintenance?



d. Are bidders to assume that we will not be responsible for any Level 2 Maintenance until it is added as either Emergent or Core Work?

e. Should bidders not include VP transactions for Level Two Maintenance?

A129:

a. PWS-1199 (PWS Section 1.5.2 Para 1) & PWS-1293 (PWS Section 1.5.2 Para 2).

b. PWS-1199 (PWS Section 1.5.2 Para 1) & PWS-1293 (PWS Section 1.5.2 Para 2).

c. PWS-758, PWS-1164 (PWS Section 6.1 Paras 6 & 7) & PWS-1256 (PWS Section 2.3 Para 4)

d. As per PWS-51 (PWS Section 1.5) & PWS-1199 (PWS Section 1.5.2 Para 1)

e. Bidders should provide transactions to the extent possible, covering all Work to be performed by the Contractor.