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Gatineau, Québec
K1A 0S5 (or K1A0C9 if using FedEx)

**Amendment #11
REQUEST FOR
PROPOSAL**

**Amendment n ° 11
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
Raison sociale et adresse du
Fournisseur /de l'entrepreneur**

Issuing Office - Bureau de distribution
Acquisitions Branch / Direction générale
des approvisionnements
Marine Systems and Small Vessels Sector
Major Projects Directorate – Sea
AJISS Project Office
Gatineau, Quebec

Title-Sujet 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)	
Solicitation No. - N° de l'invitation W8476-133818/C/B	Date September, 30 2016/le 30 septembre 2016
Client Reference No. - N° de référence du client W8482-156698	
GETS Reference No. - N° de référence de SEAG PW-16-00738522	
Solicitation Closes – L'invitation prend fin October 25, 2016 at 14 :00 /le 25 octobre 2016	Time Zone / Fuseau horaire Eastern Daylight Time (EDT) / Heure avancé de l'est
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: Ryan Gigliotti	
Telephone No. - N° de téléphone NPEANSISES.AOPSSJSSISS@tpsgc-pwgsc.gc.ca	FAX No. - N° de FAX
Destination of Goods, Services and Construction: Destinations des biens, services et construction : Specified Herein Précisé aux présentes	

Instructions : See Herein

Instructions : voir aux présentes

Delivery Required - Livraison exigée See Herein – voir aux présentes	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 #11 is being issued to make changes to the Arctic Offshore Patrol Ship (AOPS) and Joint Support Ship (JSS) In-Service Support RFP and to answer questions received against this solicitation.

Part 1 Amendments to the RFP

1. Additional Joint Venture Contractor Clause to be added to Part 7 of the resulting AJISS Contract. **Note to Bidders:** This Article will be deleted if the Bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid. The numbering of Part 7 with the addition of this clause must be shifted accordingly

Insert in its entirety:

7.1 Joint Venture Contractor

The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.

(b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

- (i) _____ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
- (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
- (iii) all payments made by Canada to the representative member will act as a release by all the members.

(c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.

(d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

(e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

(f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

2. Reference: DID PM-007, 10.2.c,

Delete in its entirety: c. a description of the Documented Storage;

Insert in its entirety: c. a description of the Document Storage;

3 Reference: DID-AJISS-PfMS-003, 3. Description/Purpose

Delete in its entirety: The AJISS PfMS will be created through the configuration of one or more existing Commercial off the Shelf (COTS) Electronic Information Environment (EIE) systems. It is expected that the Contractor will select the COTS EIE System(s) through an evaluation of the capabilities of prospective systems against the PfMS functional requirements specified in the Collaborative Environment



Requirement Specification, CE-RS at Appendix K, and the performance measures calculation requirements specified in the Performance Requirement Specification (PRS) at Appendix R, and requirements derived there from. Once selected, the Contractor will configure the EIE System(s) to meet these requirements. This report will identify the COTS EIE system selected by the Contractor for configuration as the AJISS PfMS, and must describe its configuration in relation to the aforementioned requirements.

Insert in its entirety: The AJISS PfMS will be created through the configuration of Commercial Off The Shelf (COTS) tool for Data Warehouse and Business Intelligence (BI) in accordance with the requirements of the Collaborative Environment Requirement Specification, CE RS, Appendix K, and the PRS, Appendix R. It is expected that the Contractor will select the COTS tool through an evaluation of the capabilities of prospective systems against the PfMS functional requirements specified in the CE-RS at Appendix K, and the performance measures calculation requirements specified in the Performance Requirement Specification (PRS) at Appendix R, and requirements derived there from. Once selected, the Contractor will configure the PfMS to meet these requirements. This report will identify the COTS tool selected by the Contractor for configuration as the AJISS PfMS, and must describe its configuration in relation to the aforementioned requirements. The PfMS functionalities will be developed through the Programming Language (PL) and Structure Query Language (SQL) capabilities of the selected COTS tool to meet the requirements of the CE RS, Appendix K and the PRS, Appendix R.

4: Reference PWS-713:

Delete in its entirety: The Start-Up Phase starts at contract award, and ends when acceptable readiness to execute the Transition Plan has been demonstrated by the Contractor through delivery of a Support Readiness Verification Preliminary (SRVP) report **to support the 1st ship delivered** from the build contractor to Canada. Ship delivery is achieved upon completion of an Operational Status Transfer after a recommendation from a Materiel State Disclosure Conference, to be attended by the Contractor.

Insert in its entirety: The Start-Up Phase starts at contract award, and ends when acceptable readiness to execute the Transition Plan has been demonstrated by the Contractor through delivery of a Support Readiness Verification Preliminary (SRVP) report **to support the first ships delivered** from the build contractor to Canada. Ship delivery is achieved upon completion of an Operational Status Transfer after a recommendation from a Materiel State Disclosure Conference, to be attended by the Contractor.

5: Reference DID-SVC-001,

Delete in its entirety. DID-SVC-001, 10.2.a:

Insert in its entirety: A summary of the Service Delivery Project Plan (SDPP) for the first two (2) SWPs **per coast** for the first ships delivered to Canada;

Delete in its entirety DID-SVC-001, 10.2.b:

Insert in its entirety: A description of the implementation of the first two (2) SWPs **per coast**, as per SDPP;

6. Amendment # 6, A66 a): Delete para a) in its entirety. Add: a) The Start-up phase commences at contract award and ends with the achievement of the SRVP.

7: RFP Attachment 1 to Part 4, Item 1c: Technical Scenarios, Scenario C:

Delete in its entirety:

The Bidder will be evaluated for the methodology used to develop a planned Docking Work Period (DWP).

A written submission is not to exceed 15 pages in total and should outline the Bidder's response to managing a planned DWP for a vessel.



Situation:

A Her Majesty's Canadian Ship Arctic Offshore Patrol Ship (HMCS AOPS) is scheduled for a DWP in six months and is currently in Restricted Readiness (RR) operational capability. The ship will be at Extended Readiness (ER) during the DWP.

Mission:

Describe the methodology, process and/or steps your company would take for the conduct of this planned DWP

Insert in its entirety:

The Bidder will be evaluated for the methodology used to develop a Docking Work Period (DWP).

A written submission is not to exceed 15 pages in total and should outline the Bidder's response to managing a DWP for a vessel.

Situation:

A Her Majesty's Canadian Ship Arctic Offshore Patrol Ship (HMCS AOPS) is scheduled for a DWP in six months and is currently in Restricted Readiness (RR) operational capability. The ship will be at Extended Readiness (ER) during the DWP.

Mission:

Describe the methodology, process and/or steps your company would take for the conduct of this DWP

8. Reference: Financial Bid Presentation sheet

Delete in its entirety: Warehouse and Logistics Support

Insert in its entirety: Integrated and Logistics Support

Part 2 Questions and Answers

Q135: What will the expected Class Notation be for AOPS and JSS?

A135: AOPS Class notations from the CDS (Contract Design Specification):

The AOPS shall be designed and built to Class, registered and certified in accordance with the following Notations from Lloyd's Register Rules and Regulations for the Classification of Ships, July 2012 with the intent to maintain the AOPS in Class through a Classification Society:

- a. ✕ (Maltese cross) 100 A1 Ice Class PC5;
- b. Helicopter Landing Area;
- c. ✕ (Maltese cross) LMC;
- d. PSMR*;
- e. UMS;
- f. IBS;
- g. NAV1;
- h. CCS;
- i. Winterization B(-29) and Winterization H(-25);
- j. ECO (A, BWT, GW, IHM, NOX3, OW, P, SOX);
- k. CAC 3



I. Descriptive Note: Icebreaking Patrol Ship

Note: The Class notations provided therein will not be translated in French due to their origin and intrinsic unilingual nature.

With respect to CAC 3, the following being noted:

- i. crew accommodations to be specified as Area Classification B as per the ISO: 6954:2000, Guidelines for the overall evaluation of vibration on passenger and merchant ships,
- ii. work spaces to be specified as Area Classification C as per the ISO: 6954:2000, Guidelines for the overall evaluation of vibration on passenger and merchant ships,
- iii. all vibration measurements to be taken at a ship's speed of 14 knots, and
- iv. vibration tests to be as per the ISO: 6954:2000, Guidelines for the overall evaluation of vibration on passenger and merchant ships.

JSS Class Notations:

JSS shall be designed and built to Class in accordance with the 2012 version of Germanischer Lloyd (GL) regulations (Naval Ship Technology (GL-III)), including the following Class notations:

- a. (bo:⊠d Maltese cross)100 N 5 SEA-NH RAS E COLL 3
- b. ⊠ (Maltese cross) MC AUT-N SEA-NM SEA-NE SEA-NQ RP 2 (50%) EP ACS E IW
- c. Naval supply ship "Not suitable for media with a flash point of 60 degrees Celsius or less"
Note: Under the umbrella of SEA-NM, SEA-NH, SEA-NQ and SEA-NE notations the 2008 version of GL regulations (Seagoing Ships) are applied for the design and construction of the JSS. The intent is to maintain the JSS in Class through a Classification Society.

Note: The Class notations provided therein will not be translated in French due to their origin and intrinsic unilingual nature.

Q136: Can Canada please inform bidders if the AJISS Contractor will be required to buy the spares, regardless of the ownership model (GOCO or COCO)?

A136: Contractor ownership of spares & materiel is an option to the contract that may be exercised at the sole discretion of Canada. Refer to article 1.2.d.ii of the RFP.

Q137: How will the build contractors formally demonstrate the compliance of their build and associated deliverables against the user requirements?

A137: A1: For AOPS, the compliance for each user requirements identified in the Contract Design Specification (CDS) have been assigned a verification method/artifact through a Requirement Verification Report and incorporated into the Arctic/Offshore Patrol Ship (AOPS) CDS. A Trial Specification document has been supplied by the Prime Contractor (ISI) which details Inspection, Test and Trials required to achieve full compliance as detailed in the CDS. A similar process should be implemented for JSS.

Q138: Will the AJISS delivery partner have access to any ITEAP information and/or be invited to participate in any acceptance process?

A138: The AJISS Contractor will have access to AOPS Trial Specification and all Trial related documents such as Trial Agendas. The AOPS Project Manager is the accepting authority and therefore, the AJISS Contractor may be invited to the acceptance trials and meetings as an observer provided that there is no interference with schedule or programme progression. A similar process should be implemented for JSS but there is no build contract yet, therefore, this information is not readily available for JSS.

Q139: Amendment # 1, Q49. This questions refers to ANNEX K, Article 2.1.2.2 and states: "Indirect Transactions should not be limited to the Defense Sector. This will limit Industry's ability to offer high quality indirects." The answer to this question, A49. states: "Indirect Transactions can still be identified to count towards the Contractor's overall ITB Obligation; however they will be awarded VP points." We



believe that this answer should indicate that VP points are not awarded, and thus should be as follows: "Indirect Transactions can still be identified to count towards the Contractor's overall ITB Obligation; however they will not be awarded VP points." Please confirm that this is correct.

A139: Yes, that is correct. The answer should read "Indirect Transactions can still be identified to count towards the Contractor's overall ITB Obligation; however they will not be awarded VP points."

Q140: Would Canada consider limiting Bidders non-SMB and SMB Commitments to the first 8 years and then negotiating a commitment for future Contract extensions? Also, would Canada consider allowing bidders to use different percentages based on different Contract durations, if these differences are rationally supported in its ITB Plans? Or how would Canada recommend bidders approach this?

A140: Canada will not be making any changes to the Supplier Development criteria. Refer to Amendment No. 1, A20.

Q141: RFP Para 6.2.1. What is Canada's intention with including the statement "but would be included as a Commitment to be achieved in the Contract"? Does it mean that the bidder must still conduct the rejected transaction but just do not score points in the evaluation or is the wording intended to mean that the bidder still will need to contribute the value of the transaction to the overall commitments to Direct Work and Skills Development?

A141: Paragraph 6.2.1. refers to transactions that do not align with the rated evaluation criteria and not rejected transactions. Bidders can submit eligible transactions that do not fall within the defence, skills development, supplier development or research and development elements. These types of eligible transactions will not receive Value Proposition points but will count towards the Contractor's overall 100% Obligation.

Q142: RFP Annex K, para. 1.1.34. The definition of "Tier One Supplier" uses the phrase "... Platform or system being procured under this Contract" and is therefore not well suited to an in-service support procurement. We suggest a better definition would be: "Tier One Supplier" means "a company that takes on a specific portion of the Work under this Contract directly for the Contractor, producing or servicing a major subassembly or major component that is installed on or used in the platform or system being supported under this Contract." Would Canada please consider changing this definition accordingly?

A142: No changes will be made to the definition of Tier One Supplier.

Q143: Reference: Amendment 7, Q/A79. We do understand that there are no stated evaluation criteria regarding the place where relevant experience has been obtained. For additional clarity, would Canada please confirm that in any pairwise comparison of an assessment factor between bids, all stated evaluation criteria being otherwise equal, Canadian experience on the one hand and experience from any of Australia, the U.K., the U.S. or any other place on the other hand would receive a determination of "as good as" or "equal to" in the overall comparison statement?

A143: Location of experience is outside of the evaluation criteria and therefore has nil impact in the assessment.

Q144: Section 5.6.4 of Attachment 2 to Part 4 states that "*Failure to adequately describe and/or document the proposed Transaction may result in it being rejected as not meeting the Transaction eligibility criteria*". Can Canada please substitute the word "*may*" with the word "*will*"? Otherwise, by not rejecting the Transaction at time of bid evaluation, it may unfairly award points to Bidders for submitted Transactions that are subsequently rejected as not satisfying the eligibility criteria. Such subsequent rejection might also place the future Contractor in a situation where it may not be able to achieve its Commitments.

A144: No changes will be made.



Q145: A78 in Amendment #7 refers to Article 18.5 of Annex K, ITB Terms and Conditions. That Article addresses termination, as opposed to expiry, of the Contract. Please confirm that in circumstances where the Contract expires (i.e. Canada has not exercised its option under Article 7.6.2 to extend the Contract period) the result will be the same as for termination for convenience pursuant to Article 18.5.2 of Annex K. In other words, the Contractor will have no further obligations and liabilities under the ITB Terms and Conditions (including any liabilities arising from VP Obligations) in such circumstances.

A145: If Contract options are not exercised, the Contractor will be required to meet its Obligations in Article 3.1 of the ITB Terms and Conditions by the end of the Achievement Period.

Q146: RFP Annex K, Section 3.1.3: This section includes percentage commitments to CCV in each of the Designated Regions of Canada. These will be calculated by the CCV of the transactions submitted with a bidder's proposal. The note in para 3.1.3 states that "The percentages will not change over the life of the Contract, but their corresponding dollar value may change if there are changes to the Contract Value." Can Canada clarify the rationale on these percentages being maintained over the life of the AJISS contract, considering that the regional distribution and suppliers used will undoubtedly change over the life of a 35 year program, given Canada's own calculation that the contract will grow by 7x the initial value (i.e. \$5.2B from ~\$725M in the initial contract). We recommend that Regional percentage commitments be removed.

A146: No changes will be made to Article 3.1.3. of the ITB Terms and Conditions.

Q147: RFP, ANNEX K, para 1.1.13: Definition of "Eligible Donor". This definition states that "'Eligible Donor" means the parent corporation of the Contractor, and all of the parent's subsidiaries, divisions and subdivisions; and the Contractor's Tier-One suppliers related to the performance of the Work under this Contract, their respective parent corporations and all of the parent's subsidiaries, divisions and subdivisions." For more complex corporate structures, this definition excludes related entities within a corporate family if they do not happen to have the same corporate parent as the Contractor or a Tier-One supplier, as the case may be, but that are under common control with such Contractor or Tier-One supplier. It does not logically follow that this is Canada's intention as, once, per the definition, you take one step "up" in a corporate structure, you can go any number of steps "down" in the structure as all subsidiaries, divisions and sub-divisions are included. If the exclusion is intentional, could Canada please state its rationale for limiting in this way the group of Eligible Donors to only some parties related to the Contractor or its Tier-One suppliers? If the exclusion is not intentional, would Canada kindly consider changing the definition such that it reads, "Eligible Donor" means the parent corporation of the Contractor, and all of the parent's affiliates, subsidiaries, divisions and subdivisions; and the Contractor's Tier-One suppliers related to the performance of the Work under this Contract, their respective parent corporations and all of such parents' respective affiliates, subsidiaries, divisions and subdivisions."

A147: No changes will be made to the definition of Eligible Donor.

Q148: Reference Attachment 1 to Part 4 item #2. For sub-item #3, as we are page limited in our response, we would like to focus our RMP on the types of problems that Canada wishes bidders to address. What are the types of the problems that Canada wishes the bidder to describe for this requirement? Is this limited to technical problems, or does Canada want other types of problems addressed here, such as financial problems, personnel, management, etc?

A148: No Change. The requirements are stated in sub-item #3.

Q149: The Scenario C contains three statements: 1. "The Bidder will be evaluated for the methodology used to develop a planned Docking Work Period (DWP)." 2. "...outline the Bidder's response to managing a planned DWP for a vessel." 3. "Describe the methodology, process and/or steps your company would take for the conduct of this planned DWP." Since this is a page limited response, could Canada please



clarify if the bidder is to provide a methodology for how to *develop* a planned DWP, or is the bidder to outline how a DWP would be *managed*, or is the bidder to provide a methodology, process and/or steps for the *conduct* of a planned DWP?

A149: No change. The requirement is clear: "Mission: Describe the methodology, process and/or steps your company would take for the conduct of this planned DWP."

Q150: Reference Attachment 1 to Part 4 item #2. For #2, Relational Contracting - Joint Governance, Element 3, Project-level joint governance (i.e. managing the day-to-day execution of the work): "*Considerations include: how the day-to-day work is managed collaboratively; how the performance of the day-to-day work is performed collaboratively; and the benefits.*" What does "*how the performance of the day-to-day work is performed collaboratively*" mean, can Canada please clarify the intent of this statement?

A150: No change. Statement is clear.

Q151: RFP Annex B, Para 1.2.3: The paragraph states "The actual Profit to be paid to the Contractor for Core Work is subject to adjustment pursuant to mutually agreed incentive regime." Can Canada provide details of what the incentive regime is for Core Work undertaken during the Transition Phase?

A151: Refer to AJISS RFP Annex B article 4.7 to 4.10

Q152: Financial Evaluation Spreadsheet: The labour rates are fixed for the eight years of the initial contract. For year 9 and forward what would be the basis for setting labour rates - will the new contract still be considered a competitive contract or be treated as a sole source contract ?

A152: Refer to: Annex B, Basis of Payment Article 2.6 and 2.9

Q153: Please confirm Canada does not require each and every member of the JV to hold duplicate, identical insurance policies stipulated in the RFP, as long as the JV as an enterprise meets the same insurance coverage as a prime contractor would.

A153: Confirmed. The Joint Venture entity, if awarded a contract, must fulfill the insurance obligations of the Contractor as specified in the Resulting Contract (Part 7) and Annex H and name each of the members of the Joint Venture, jointly and severally, as insureds.

Q154: Could Canada please confirm if this exclusion of costs from overhead relates only to project unique and specific hardware/software or also applies to general IT software and hardware such as the Contractors' Enterprise systems, Microsoft office suite, desktop PCs etc...

A154: The exclusion of costs relating to IT hardware and software from overhead includes any hardware or software commercially available and purchased by the Contractor for the exclusive use and execution of the AJISS contract.

Q155: RFP, Annex E, Sections 1029 08 and 1029 09; Amendment 1, Q/A 45. Replacement of vessels is typically covered by Hull and Machinery insurance. To clarify Canada's response to Q45 in Amendment 1, please confirm the Contractor is not required to maintain Hull and Machinery insurance for the AOPS or JSS vessels and that any obligation to "replace" such vessels pursuant to Sections 1029 08 or 1029 09 of Annex E will be limited to the amount of insurance proceeds recovered under the Ship Repairer's Liability insurance maintained by the Contractor.

A155: Canada's Insurance requirements for the AJISS Contract are in accordance with Part 7, 7.22 and Annex H. The Bidder should also refer to Part 7, 7.24 Limitation of Liability.



Q156: RFP Para 4.6 b) I - This paragraph requires "A detailed breakdown of the Bidder's quoted fully loaded labour showing the percentage of each rate allocated to overhead, G & A, and profit" for the Start-up Phase Proposal. If it is the contractor's intention to use a subcontractor to carry out some of the work, can they provide the subcontractor's selling rate and the contractor's profit as the detailed breakdown in place of the labour, overhead, G & A, and profit?

A156: It was anticipated that the "detailed breakdown of the Bidder's quoted fully load labour" would apply to the rates quoted in the financial bid which would be applicable to both prime and those subcontractors named as part of the Bidder's Team. Other subcontractors that may be part of the Start-up Phase and that are not named as part of the Bidder's Team are subject to Articles 7.14 and 7.15 of Part 7.

Q157: SRCL: The SRCL released by Canada in Section 10 (b) shows that unscreened personnel are not eligible to perform work on the contract. In recent contracts originating from DND, they have indicated that Section 10 (b) would normally be a "Yes" for the unscreened personnel and "No" for "if Yes will unscreened personnel be escorted." This means that unscreened personnel can work on unclassified work but cannot access areas where classified work is taking place while their clearances are being processed. Additionally, in the RFP Part 7: clauses 7.5.3 and 7.5.5 indicate that people without a clearance may in some circumstances be able to access unclassified information, and that clearances seem only to apply to individuals needing access to protected or classified material / assets / sites. Will Canada update the SRCL 10. (b) to a "Yes" for "May Unscreened personnel be used portions of the Work?" and the section, "If Yes, will unscreened personnel be escorted?" to a "No" to be consistent with the RFP clauses?

A157: Negative, Canada will not be updating the SRCL.

Q158: It is requested that Canada confirm which SWP periodicity bidders should assume in the preparation of their bids.

A158: For Bid preparation and planning purposes, Bidders are to assume 1 SWP per quarter.