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K1A 0S5

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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

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Issuing Office - Bureau de distribution

Frigate Life Extension (FELEX) Project / Bureau de
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FELEX)

455 Blvd de la Carrière

Gatineau

Quebec

K1A 0K2

Title - Sujet HCCS IN-SERVICE SUPPORT	
Solicitation No. - N° de l'invitation W8482-168150/D	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W8482-168150	Date 2019-07-09
GETS Reference No. - N° de référence de SEAG PW-\$\$FX-008-27388	
File No. - N° de dossier 008fx.W8482-168150	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-11-08	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Fortin, Marie-Andrée	Buyer Id - Id de l'acheteur 008fx
Telephone No. - N° de téléphone (819) 939-3234 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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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

In-Service Support of the *Halifax*-class Combat Systems

RFP – Questions and Answers

Amendment no. 01

This amendment is raised to answer questions pertaining to the second draft Request for Proposal posed by Industry.

Q1 - As a matter of priority we'd like to raise a query around the Canadian Content Value requirements. The newly updated introduction clearly states:

“but **excluding the cost** to the Contractor of the Work and the spare parts performed outside of Canada for the Halifax-Class Combat Systems.”

But under para 2.1, mandatory 1, the following is stated:

“1. Bidder commits to achieving Transactions, measured in Canadian content value (CCV), valued at not less than **100 percent of the Contract Price** [100 percent or the total CCV of identified Transactions, whichever is higher], to be achieved within the Achievement Period”

We understand the first comment to be correct, and that the second comment should also “exclude the cost (...) performed outside Canada” in the same way.

Is this correct?

A1 - Yes, the language included in mandatory 1 of section 2 - Mandatory Requirements of the Evaluation document is consistent with definition 1.1.9 and the introduction of the Terms and Conditions document.

Q2 - With regards to the below paragraph, contained on page two (2) of every ITB/VP section document related to the second draft RFP for the HCCS ISS ,could you please clarify what is meant by "In-Service Support arrangements in place for legacy HCCS systems"? Are you here referring to the contracts that are already in force with foreign OEMs on currently installed equipments (original and/or recently modernized)?

"For the purpose of the HCCS ISSC, the Industrial and Technological Benefits Policy (ITB) including Value Proposition (VP) will apply to all work performed by the Contractor but excluding the cost to the Contractor of the Work and the spare parts performed outside of Canada for the Halifax-Class Combat Systems. This approach will ensure that new work performed under this contract by the Contractor is fully leveraged and provides benefit to Canada, while recognizing that these are legacy systems with well-established supply chains. As such, the HCCS ISSC is not adjusting the In-Service Support arrangements currently in place for legacy HCCS systems."

A2 - Yes, the In-Service support arrangements currently in place for the legacy HCCS systems refers to the existing contracts with the foreign OEMS on currently installed systems/equipment.

Q3 - The Definition of the term "Bidder" at SACC 2003 does not fully consider the total value of the entire team the Prime Contractor provides through subcontracting, teaming arrangements, formal partnerships, and therefore it creates an opportunity for an imbalanced evaluation of the full capability of the Bidders team of resources. In order to ensure maximization of the competitive bid process, it is recommended that CANADA consider an adjustment to the RFP Part 2, para. 2.1.2 - SACC 2003 (2018-05-22) para. 04 (2007-11-30) Definition of Bidder, as follows:

"Article 4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

For the sole purpose of conducting the Bid Evaluation and to determine overall scores to perform the requirement, the term "Bidder" and "Bidders" refers to the main Bidder of the Prime Contractor but will also include all subcontractors, partners of a formal partnership, members of an executed Teaming Agreement and members of a Joint Venture formally established for the purposes of participating in the Bid. This applies to the RFP in its entirety".

A3 – Following feedback received from Industry on the first draft RFP, and also to encourage fair and open competition, Canada has expanded the experience required to meet the mandatory requirement on Corporate Experience to include major acquisitions project in the Defence sector. We have also broadened the relevant experience for the technical point rated criteria to include Repair & Overhauls and Acquisitions contracts in the Defence sector.

Based on these changes, Canada feels that many of the interested HCCS participants would be able to meet these technical requirements without having to form a teaming arrangement. Also, in order to mitigate risk to Canada, we have decided to keep the concept of Bidder as defined in the SACC 2003.

Q4 – In section 4.3.2.1.1. of the RFP, it is indicated that the experience referenced to address the point rated technical submissions must be currently in use in an established fleet of platforms (e.g. frigates). Canada is requested to clarify that ISS on other non-naval platforms is acceptable.

A4 - Yes, ISS on other non-naval platforms is acceptable as long as it satisfies the requirements of section 4.3.1.1 Definition of Defence Sector (final RFP) and meets the Bidder Guidelines for Relevant Past Experience in section 4.3.2.1 of the final RFP (previously section 4.3.2.1.1 of the draft RFP).

Q5 –With reference to section 4.3.2.1.1 of the RFP "...contract value and a three (3) year minimum duration" Canada is requested to clarify whether the overall duration of the contract must be greater than three (3) years or whether performance of 3 years of the referenced contract needs to have been completed at the time of bid closing.

A5 - Section 4.3.2.1 of the final RPF (previously section 4.3.2.1.1 of the draft RFP) refers to relevant PAST experience, therefore, the overall duration of the contract must be greater than three (3) years AND the performance of the 3 years of the contract must have been completed prior to bid closing. This will be clarified in the final RFP.

Q6 – (Reference location RFP) Canada is requested to clarify what must be submitted for evaluation to meet the Comprehensive ISSC Experience Evaluation. Must a list of contracts be provided in response to RFP 4.3.2.1.3 or will Bidder submissions as “past experience” in response to the Point Rated Technical Criteria be evaluated for the purposes of determining the Bidding Team's overall ISSC Experience Evaluation?

A6 - The Comprehensive Experience Evaluation will be based on the response provided by the bidder to the "In-Service Support Contract - Y/N" question in section 4.3.2.1 of the final RFP (previously section 4.3.2.1.1 of the draft RFP) for each reference contract provided in the 13 point rated criteria. The information requested in a. to g. of section 4.3.2.1 must be provided for each reference contract.

Q7 – (Reference location RFP) With the changes brought about by the revised ITB/VP documents as issued on 5 April 2019, is maintenance activity still within the scope of the HCCS or does this now fall under the existing contracts with the HCCS EG OEMs?

A7 - The HCCS contractor will be responsible for providing all the work as defined in the PWS which includes Maintenance. ITB/VP requirements are separate from the PWS requirements.

Q8 – (Reference location RFP) With reference to "The contractor must, as Emergent Work and subject to issuance of a task authorization, provide repair and overhaul services for those repairable items for which the Contractor has received authorization...". Because of the revised ITB/VP documents, issued by PSPC on 5 April 2019, will R&O work be contracted directly with the OEMs under existing contract mechanisms or will they flow through the Prime Contractor? Should Article 7.6 be removed from the HCCS RFP?

A8 - The HCCS contractor will be responsible for providing all the work as defined in the PWS. ITB/VP requirements are separate from the PWS requirements. Canada anticipates that all R&O work will flow through the winning bidder unless the winning bidder proposes something different.

Q9 – Canada is requested to clarify whether both SACC D0037C and D6009C are intended for inclusion in the RFP.

A9 - Both SACC clauses are applicable to the final RFP. D0037C is for the free flow R&O and D6009C is for the overhauls and the spare parts.

Q10 – (Reference location RFP) If, in accordance with the recent changes in the ITB/VP documentation as communicated via email on 5 April 2019, the OEM work is covered under existing OEM contracts and not flowed through the Contractor, and correction is required because of rejection by Canada, this should be at the sole cost to the OEM and not the Contractor.

A10 - The HCCS contractor will be responsible for providing all the work as defined in the PWS. ITB/VP requirements are separate from the PWS requirements. Canada anticipates that all OEM work will flow through the winning bidder unless the winning bidder proposes something different.

Q11 – (Reference location RFP) Under the PWS the Contractor is required to procure and distribute Materiel. Is this activity Emergent Work? If so, does Canada intend to issue an annual “spares” 626? At what time does ownership of the material transfer from the Contractor to Canada and subsequently when is the Contractor entitled to claim for the materiel?

A11 - Yes, acquisition and distribution of material is Emergent Work. This activity will be negotiated during the AOP discussions and work will be authorized under task authorizations. Please read SACC 2035, paragraph 19 – Ownership.

Q12 – (Reference location RFP) Delays caused by the OEMs should not impact the status of the Contractor's contract with Canada. Any performance issues associated with separate OEM contracts should not affect the Contractor's performance. There must be accommodations made for when a Contractor's work is impacted by delays by the OEM.

A12 - The Contractor is responsible for managing the OEMs as the contractor is responsible for establishing the necessary relationships with the OEMs in order to deliver all the work specified in the PWS.

Q13 – (Reference location RFP) Any defects of work delivered by OEMs under unique existing contracts will be the responsibility of the OEMs alone to correct. No cost should be attributed to the Contractor.

A13 - There will be no warranty claims to the HCCS contractor for items that are found to be defective previously delivered under the existing contracts with the OEMs.

Q14 – With reference to PWS 2.2.2: "[I] In accordance with the Naval Materiel Management System Manual (NaMMS) and the Major Surface Combatants (MSC) class program plan, the Halifax-class makes use of Programmed Work Periods (PWPs)." and PWS 3.3, Applicable Specification, Precedence, Standards and Documents. Canada is requested to clarify whether the NaMMS and MSC program plan will be provided with the final RFP package.

A14 - C-03-005-012/AM-001 is the Naval Materiel Management System Manual (NaMMS) and it will be made available to the bidders upon request after the release of the final RFP. As stated in section 2.3 of the PWS, the MSC program Plan will be provided after contract award.

Q15 – (Reference location PWS) Canada is requested to clarify whether materiel including spares that are procured by the OEMs offshore will be included under the existing OEM contracts and therefore excluded from the HCCS ISSC?

A15 -The HCCS contractor will be responsible for providing all the work as defined in the PWS. After contract award, the work that is currently being done under the existing OEM contracts will be completed and any new work (e.g. free-flow R&O) will be transitioned to the HCCS contractor.

Q16 – (Reference location PWS) With reference to "[I] Canada may add or remove systems and/or sub-systems from the HCCS EG described in Appendix 2 – HCCS EG List", It is recommended that Canada consider the application of a Repairable Item List (RIL) in the place of a formal contract amendment for the addition/removal of systems/sub-systems.

A16 - Addition or removal of systems must be done through a contract amendment.

Q17 – (Reference location PWS) With reference to "[I] The Start-Up Phase is estimated to be one (1) year in duration". Canada is requested to clarify whether there will be a penalty (liquidated damages) applied for not meeting Steady-State within the first year of the contract?

A17 - No.

Q18 – (Reference location PWS) The Start-up Plan is due one month after contract award and one of the mandatory elements is the "establishment of agreements with the HCCS EG OEMS or their authorized representatives". It is unclear what kind of "agreements" this might include if in accordance with the

revised ITB/VP documents issued 5 April 2019, the OEM contracts are not being bundled under the HCCS ISSC. Canada is requested to clarify.

A18 - The HCCS contractor will be responsible for providing all the work as defined in the PWS. After contract award, the work that is currently being done under the existing OEM contracts will be completed and any new work (e.g. free-flow R&O) will be transitioned to the HCCS contractor. The winning bidder is responsible to enter into agreements for delivery of service from the OEMs for the systems.

Q19 – (Reference location PWS) With reference to "[M] The Contractor must ensure its personnel are trained before they enter the DND Dockyard or Contracted Repair Facility." Canada is requested to clarify whether this training is to be categorized as Management Work. If yes, Canada is requested to provide clarification on the duration of training required so that appropriate costs can be applied to this task.

A19 - This is Emergent Work.

Q20 – (Reference location PWS) With respect to the following statements/requirements: "[I] Canada acquired the foreground IP rights for the HCCS EG." and "[I] Canada acquired the Background IP in the HCCS EG for the use, operation, repair and overhaul of the HCCS EG, including the right to disclose and sublicense this Background IP to Canada's contractors for those purposes." and "[M] As part of Management Work, the Contractor must obtain all necessary rights, licenses and agreements with each HCCS EG OEM and other third parties". If Canada has acquired the required foreground IP and Background IP it is unclear what further IP is required. Canada is requested to clarify these statements.

A20 – For questions/comments received related to intellectual property rights, Canada has taken industry's feedback into consideration in the finalization of the RFP.

Q21 – (Reference location PWS) Canada is requested to clarify whether the maintenance of the IP Report, which is initially verified during the Start-Up phase as an Emergent Work task, will be considered as part of Management Work for the remainder of the contract term?

A21 - Section 3.16.2 states the following "As part of Management Work, the Contractor must develop and update the IP Report that enables Canada to manage the HCCS EG IP and to assess risks associated with the HCCS EG IP."

Q22 – (Reference location PWS) With reference to "[M] When requested by Canada, the Contractor must conduct physical and functional configuration audits of the Canadian Configuration". Canada is requested to clarify whether this effort will be categorized as Management or Emergent Work.

A22 - Section 5.1.5 states "When requested by Canada, the Contractor must conduct physical and functional configuration audits of the Canadian Configuration of the HCCS EG to verify conformance to the technical information" which is Emergent Work.

Q23 – (Reference location PWS) With reference to "[M] The Contractor must work with the HCCS EG OEMs and the authorized representatives of the HCCS EG OEMs to ensure obsolescence issues are identified." To meet this requirement, Canada must provide further clarification regarding the relationship that it expects between the HCCS ISS Contractor and the EG OEMs.

A23 - Canada expects the HCCS contractor to establish the necessary relationships with the OEMs in order to deliver all the work specified in the PWS.

Q24 – (Reference location PWS) With reference to: "Data gaps within the TDP for the HCCS EG Product Baseline exist and the Contractor will be tasked immediately after Contract Award to identify and subsequently close these gaps". Canada is requested to clarify whether the effort will be categorized as Management or Emergent Work.

A24 - This is Emergent Work.

Q25 – (Reference location PWS) With reference to "[M] The Contractor must translate technical data into Canada's official languages as and when requested." Canada is requested to clarify whether the translation of technical data into Canada's official languages will be performed under Emergent Work.

A25 - This is Emergent Work.

Q26 – (Reference location PWS) With reference to "[M] The Contractor must develop and update ECPs that describe the proposed engineering change for any proposed changes to the form, fit or function of the HCCS EG." Canada is requested to clarify if input will be required from the OEMs to achieve this activity?

A26 - Canada anticipates the HCCS contractor will require inputs from the relevant OEM.

Q27 – (Reference location PWS) With reference to "[M] The Contractor must carry out all assigned third level maintenance support in accordance with the accepted MSP, the Log SOW for Free Flow repairs, and all approved Emergent Work requests." Canada is requested to clarify whether this includes repairs carried out under the contracts with the OEMs?

A27 - The HCCS contractor will be responsible for providing all the work as defined in the PWS. After contract award, the work that is currently being done under the existing contracts between Canada and the OEMs will be completed and any new work (e.g. free-flow R&O) will be transitioned to the HCCS contractor.

To be clear, the existing contracts between Canada and the OEMs will eventually expire and the HCCS contractor will assume the work.

Q28 - With reference to section 6.7.5 of the PWS in general, Canada is requested to clarify that any additional maintenance activities will be categorized as Emergent Work.

A28 - This is Emergent Work.

Q29 – (Reference location PWS) Given the revised ITB/VP documents as issued 5 April 2019, will the contractor be responsible for the procurement, storage and maintenance of all procured consumables and parts or will some fall to the responsibility of the OEM whose contracts will still be in effect?

A29 - The HCCS contractor will be responsible for providing all the work as defined in the PWS. After contract award, the work that is currently being done under the existing contracts between Canada and the OEMs will be completed by the OEMs and any new work (e.g. free-flow R&O) will be transitioned to the HCCS contractor.

To be clear, the existing contracts between Canada and the OEMs will eventually expire and the HCCS contractor will assume the work.

Q30 – (Reference location PRS) Canada is requested to clarify whether SHI 8 pertains to HCCS EG Support Improvements or HCCS EG Support System Improvements.

A30 - This applies to overall support.

Q31 – (Reference location RFP) Will CANADA please provide a copy of Canadian Forces Packaging Specification D-LM-008-036/SF-000 in advance of the final RFP?

A31 - Packaging requirements have been updated in the final RFP and the specifications will be provided to bidders upon request after the release of the RFP.

Q32 – (Reference location RFP) Para 4.3.2.1.3 only refers to ISSC Experience evaluation score. The use of "In-Service Support Contract" restricts experience based upon source of funding, as opposed to relevant activities. Recommend replacing "Comprehensive ISSC Experience Evaluation Score" with "Comprehensive Reference Contract Experience Evaluation Score" and in Table 3 replacing "ISSC Reference" with "Reference Contract" or delete this paragraph and Table 3 entirely and remove it from the evaluation.

To leave this paragraph and Table 3 as is will unfairly favour the very few potential Bidders who could claim multiple ISSCs which each encompass all of the 13 technical criteria. These potential Bidders would receive points for ISSC experience under the Proven Solution evaluation in Figure 2 and then again under the Comprehensive ISSC Experience evaluation in Table 3, creating a double jeopardy scenario.

A32 – Canada has taken industry's feedback into consideration in the finalization of the RFP.

Q33 – (Reference location PWS) How many DWPs are expected in the first 6 years of the HCCS contract?

A33 – Up to 12 DWPs are expected in the first 6 years of the HCCS contract. Approximately 5 on the West Coast and approximately 7 on the East Coast.

Q34 – (Reference location RFP) Will CANADA define the meaning in Part 7 paragraph 7.5 within the related DID PM-005 of "proper back-up documentation" that would substantiate the annual AOP?

A34 – Addressed in the final RFP

Q35 - (Reference location RFP) RFP Part 7 para. 7.1 (Resulting Contract clauses) appears to conflict with Annex C para. 1.3.

RFP Part 7 para. 7.1 states: "The Contractor must warehouse sufficient spares in Canada to ensure uninterrupted support and maintenance of the HCCS EG". Whereas Annex C para. 1.3 states: "The cost related to warehousing such as rent or leasing of facilities for the HCCS Materials must not be included in the Monthly Management Fee (MMF). These costs will be reimbursed at cost to the Contractor without mark-up as Emergent Work".

Since Part 7 para. 7.4 clearly explains that the issuance of Emergent Tasks is at the sole discretion of CANADA, then it would be reasonable that the Contractor could not be required to warehouse unless a Task was issued by CANADA. Recommendation: It is recommended that CANADA update RFP Part 7 para. 7.1 (Resulting Contract clauses) to reflect that "As detailed within any awarded DND 626 Task Authorization(s), the Contractor must warehouse sufficient spares in Canada to ensure uninterrupted support and maintenance of the HCCS EG".

A35 - Canada has updated the RFP.

Q36 – (Reference location RFP) Currently, Part 7 paragraph 7.8 states "and any other information that Canada may reasonably require from time to time", which is an undefined scope related to reports and as such we are unable to adequately estimate as part of the firm fixed priced Management Work. To enable a consistent pricing approach for all Bidders of the firm fixed priced Management Work for the reporting requirements; would CANADA consider defining the requirement or would CANADA consider modifying the RFP Part 7 (Resulting Contract clauses), para. 7.8 as follows: "and as detailed within any Emergent Work Task Authorization any other information that Canada may reasonably require from time to time."

A36 - Canada has updated the RFP.

Q37 – (Reference location RFP) RFP Part 7 para. 7.11 requires that Task Authorization lists be provided for any Tasks that have a period of performance beyond the Contract Period. Recommendation: As the "Task Authorization list" is a data Deliverable required to be delivered twice (6 months prior to the end of the Contract Period and at the end of the Contract Period), it is recommended that CANADA consider adding this as a CDRL with a related DID listed within Annex E.

A37 – The intention is for the CDRL document to only list the deliverables from the PWS. Canada has updated the RFP.

Q38 – (Reference location RFP) Will CANADA provide the Bidders with a copy of Canadian Forces Technical Order (CFTO) C-02-005-011/AM-000, Mobile Repair Parties Manned by Contractor Personnel which is referenced within RFP Part 7 para. 7.26?

A38 – Yes, this CFTO will be provided on demand by the CA after release of the final RFP.

Q39 – (Reference location RFP) Will CANADA release associated documentation for 'predefined EIE business models' and 'manage the EIE process' before the final RFP?

A39 - Section 8 of the PWS has been updated.

Q40 – (Reference location RFP) Will the Contractor be required to perform a TRA or SA&A on the Contractor's IS?

A40 - Please define what is a TRA and SA&A. We have not been able to find these acronyms in the reference provided.

Q41 – (Reference location RFP) Financial Element Evaluation Methodology - in each financial element being evaluated, "all other scores will be prorated" against the lowest valid score. Pro-rating is considered a form of double jeopardy for any Bidder who does not achieve the 'lowest valid score' in any financial element being evaluated. Instead of getting a set score earned for a 2nd, 3rd etc. evaluated position, the Bidder is penalized further by being pro-rated against the 1st place Bidder's result. This results in an exaggeration of the natural scoring separation between Bidders. Therefore, will CANADA remove pro-rating from each financial element being evaluated and simply assign reasonable and evenly spaced scores for 1st, 2nd, 3rd, etc.?

A41 - This is an accepted methodology. Canada has determined no change is required.

Q42 – (Reference location RFP) "e. In-Service Support Contract – Yes/No" - recommend this now reflect "e. Reference Contract (In Service Support or Repair and Overhaul or Acquisitions Contract in the defence sector) - Bidder to identify type". Will CANADA make this recommended amendment? If not, please explain why not?

A42 - Canada has taken industry's feedback into consideration in the finalization of the RFP.

Q43 – (Reference location RFP) Two sentences included in the RFP appear to be in contradiction to one another when it comes to what is included in the Management Fee. The first sentence and the PWS definition of Emergent Work, are clear that Management Fees do not include Emergent Work. However, the second sentence then implies that Emergent Work, for the four identified personnel, is included in Management Work and, therefore, must be included in the Annual Management Fees. As per the PWS definition, it is explicit that Emergent Work only occurs when tasked by CANADA and not before. Therefore, how can a Bidder estimate the costs of an unknown amount of Emergent Work for the four identified personnel and include it in the Annual Management Fee? Recommend CANADA delete, "Notwithstanding anything to the contrary herein, Management Work includes all work whether identified as either Management and (or) Emergent under Annex "A" that will be carried out by the Project

Manager, Senior Systems Engineer, East Coast Representative and West Coast Representative", in its entirety.

A43 - The salaries of the 4 positions should be included in the management fee.

Q44 – (Reference location PWS) Is the Contractor expected to include all technical problems open at the time of Contract Award. If so, would Canada provide the Contractor a listing and details of such technical problems?

A44 - Canada will provide the details of all open technical issues after contract award.

Q45 – (Reference location PWS) Please confirm our understanding from the one-on-one meeting held on 30 October 2018 that the Contractor will be required to deliver all updates "as received from OEM in the original format and language unless directed by Canada to convert or translate in accordance with a EWR (626)".

A45 - Delivery of all updates to the HCCS EG Technical Data is Management Work. Converting to S1000D and translation is Emergent Work.

Q46 – (Reference location RFP) If the Bidder is a JV, must the JV have been created prior to bid submission, or can its creation be contingent on the Bidder being selected for award of the HCCS ISSC contract by providing a commitment to do so from each member of the proposed JV?

A46 -The separate legal entities that are submitting the bid must all sign the bid as separate legal entities, and indicate, in accordance with the solicitation that they are a joint venture. They must also provide as part of their bid all the information requested in the RFP. If a resulting contract is awarded, all entities forming a JV must sign any resulting contract and will be jointly and severally liable under any such contract.

Q47 – (Reference location RFP) In what way, if any, do the bidder's responses to items a, b, c, d, f and g impact the scoring for the relevant past experience?

A47 - If a bidder does not provide a response to a, b, c, d, e, f and g, Canada will consider the bidder to be non-responsive (i.e. a zero score will be assigned). The RFP has been updated to reflect this. The responses to a, b, c, d, e, f and g may be used to verify the information provided by the bidders for the examples of relevant past experience.

Q48 – (Reference location RFP) What criteria should be used to determine whether a Yes or No answer should be given to item e., In-Service Support Contract - Yes/No? For example, could the bidder answer Yes if the experience is from a contract that has In-Service Support within its scope if the overall scope of the contract is much more broad and the words In-Service Support do not appear in the title?

A48 - Yes, as long as this is made clear to Canada in the contract scope description. Furthermore, the portion of the contract that actually provided In-Service Support must be a minimum three (3) years in duration and the bidder must indicate this in the contract scope description. For example, if an acquisition contract is three years in duration but only one out of the three years actually provided In-Service Support, then Canada would NOT consider this an In-Service Support contract for the purpose of evaluating item e.

Q49 – (Reference location RFP) How does the bidder's response to item e., In-Service Support Contract - Yes/No?, impact the scoring for the relevant past experience?

A49 - The response to item e is used to score the Comprehensive Experience Evaluation.

Q50 – (Reference location RFP) Would Canada please confirm that post acquisition support of an established fleet involving the support of platform, which includes multiple systems, is still acceptable In-service support experience? Note: This question is asked in response to the change in the description of In-service support for evaluation purposes from established fleet (1st draft RFP) to 'any major equipment (e.g. a radar system) currently in use in an established fleet of platforms (e.g. frigates)'.....

A50 - Yes, it is acceptable as long as it meets the requirements of 4.3.2.1 of the final RFP (previously section 4.3.2.1.1 of the draft RFP), Bidder Guidelines for Relevant Past Experience.

Q51 – (Reference location RFP) Would Canada please confirm that experience gained on an operational services contract that was not specifically named as an In-Service Support or Repair and Overhaul or Acquisitions Contract would be applicable as long as the scope of the contract included managing and conducting in-service support activities on DND fleets?

A51 - As long as the scope of the work is either R&O, In-Service Support or Acquisition and meets the requirements for 4.3.2.1 of the final RFP. For example, the portion of the contract that was involved in R&O, In-Service Support or Acquisition must meet the three (3) year minimum duration. Furthermore, this must be made clear to Canada in the contract scope description.

Q52 – (reference location RFP) Would Canada confirm that the same operational services contract containing In-Service Support scope would qualify under questions 3.b.i above and would also qualify for use under the RFP reference 4.3.1 Mandatory Technical Criteria Evaluation - M1?

A52 - Yes, as long as it meets all the requirements of M1.

Q53 – (Reference location RFP) Has Canada acquired rights for IP in perpetuity or does the successful proponent need to renegotiate access to IP with each HCCS EG OEM when their respective contracts expire?

A53 - Canada's licences are perpetual. If Canada decides that any of its existing licences require renegotiation, Canada will renegotiate them, or alternatively, may have the Contractor do so pursuant to an emergent task.

Q54 – (Reference location SRCL) On page 1 of the SRCL, section 7.b) Release restrictions, CANADA has indicated that restrictions would apply to CANADA/US. It is understood that the majority of systems associated with this contract have European OEMs.

It is recommended CANADA modify the SRCL to include all NATO countries, or at least those countries from which the HCCS EG originates (the Netherlands, Germany, Sweden and the USA)? It was also noted that on page 3, section 15 of the SRCL states "Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? CANADA has indicated "YES", however the additional guide was not provided with the draft RFP package. It is requested CANADA provide the Security Classification Guide.

A54 - "Classified information/assets exist that originated from foreign and Canadian sources that can only be released to CAN/US citizens. Canada cannot change the security classification of the information / assets and the winning bidder must be able to process the classified information / assets.

Canada will provide the Security Requirement Checklist (SRCL) Supplemental Security Guide as part of the final RFP release."

Q55 – (Reference location SRCL) Sections 2.5.4 and 3.3 of the Department of National Defence (DND) Information Technology Security Requirements for Contract W8482-168150 Version 1.4 indicate that all contractual information must be segregated, and be immediately wiped at CISDs request. The sections

further stipulate that all information must be stored on segregated, specially constructed TEMPEST certified equipment and media. Is the intention to apply these high security restrictions to all contractual information, or only data subject to classification and access restrictions in accordance with the SRCL? It is recommended CANADA modify these requirements to include the proviso that it only applies to "CLASSIFIED Information".

A55 – It applies to the Information System (IS) identified as processing, producing and/or storing classified data. If unclassified data is entered into this IS, the information automatically endorses the system security classification. If the contract involves multiple data sensitivity levels, those different sensitivity levels need to be assessed and perhaps processed on different systems: If PA and Secret information has to be exchanged within this contract, it would be wise to have 2 IT systems (one approved at the PA level and one approved at the Secret level).

Q56 – (Reference location SRCL) Further to item Z035 below, section 7.13.2.11 indicates that subcontracts to companies in the allowed countries is acceptable, but that only Canadian or US citizens (or permanent residents of Canada) may "access the CLASSIFIED Information/Assets". Given that the majority of the CLASSIFIED information/assets originated in these foreign countries and companies in these countries will be required to undertake the contract work, it appears that this clause would fully prevent execution of all but a very limited scope of OEM support.

It is recommended the specific Canada / US citizen restriction be removed but the other clearance requirements be retained.

A56 – Please see Canada's response to question Q61. It is not expected that the majority of classified information/assets tagged as CAN/US eyes only will originate from the OEMs.

Q57 – (Reference location PWS) On page 53 of the Performance Work Statement dated 25 March 2019, section 8.1 EIE Processes states "The DND business processes to support the HCCS EG are fluid. As the EIE processes and supporting infrastructure are evolving, the current view is that the contractor may be required to use DRMIS to capture maintenance and supply transactional activities. As this capability is currently evolving, the contractor may be required to respond to DRMIS demands and notifications through alternate means. A secure data exchange environment will be used to pass data between DND and the contractor." It is requested CANADA provide the schemas from DRMIS to map the interface onto the Contractor's system.

A57 – Section 8 of the PWS has been updated.

Q58 – (Reference location PWS) On page 3 of the Performance Work Statement dated 25 March 2019, section 3.1 paragraph 7 states "The HCCS EG Product Baseline is defined as the HCCS EG List (Appendix 2) plus the HCCS EG Technical Data Package (Appendix 3)". It is noted that the extent of the Technical Data Package (TDP) is not listed. It is requested CANADA provide an estimate of the quantity of TDP elements.

A58 – The extent of the TDP will be determined with the contractor after contract award.

Q59 – (Reference location PWS) One page 38 of the Performance Work Statement dated 25 March 2019, section 6.1.5 Configuration Verification and Audits paragraph 4 states "The Contractor's Configuration Audit Plan must align with the MSC Configuration Management Verification and Audit Program". It is recommended CANADA provide the MSC Configuration Management Verification and Audit Program to contractors for the purpose of estimating the work by document number and version.

A59 – The document is under development and will be provided after contract award.

Q60 – (Reference location PWS) On page 41 of the Performance Work Statement dated 25 March 2019, section 6.4 Technical Data Management paragraph 2 states “Data gaps within the TDP for the HCCS EG Product Baseline exist and the Contractor will be tasked immediately after Contract Award to identify and subsequently close these gaps”. It is requested CANADA clarify if data gaps to the TDP be covered by emergent work or part of the main contract?

A60 – They will be covered under Emergent Work. Please also see A27.

Q61 – (Reference location RFP) On page 9 of 140 of the draft HCCS RFP dated 29 March 2019, section 3.1.2 Section II: Financial Bid, paragraph 5 Section 2 Management Fee states “Notwithstanding anything to the contrary herein, Management Work includes all work whether identified as either Management and (or) Emergent under Annex “A” that will be carried out by the Project Manager, Senior Systems Engineer, East Coast Representative and West Coast Representative”. Is it CANADA's intention that the management fee be simply the provision of a team (i.e. the Project Manager, Senior Systems Engineer, West Coast Representative and East Coast Representative) or is the intention that the bidder estimate the management work as a body of work in its own right? Past experience has shown that restricting the billings of individuals to individual cost categories restricts their ability to appropriately manage across the scope of the contract. It is recommended that CANADA modify this requirement to define the management fee as an estimate of the management work as a body as opposed to the provision of rates for resources.

A61 – The Management Fees must include all costs related to Management Work, as described or identified in the PWS, and all Contract Administration costs, and all other Costs except for Work that is specified to be Emergent Work under the Contract. This is described in Annex C, Basis and Method of Payment.

Q62 – (Reference location SRCL) On page 2 of the SRCL Section 11.e) states “Will there be an electronic link between the supplier's IT systems and the government department or agency” and CANADA has indicated “NO”.

On Page 53 of the Performance Work Statement Halifax Class Combat Systems (HCCS) In-Service Support document dated 25 Mar 2019 version 3.0, section 8.1 EIE Processes, paragraph 1 states “A secure data exchange environment will be used to pass data between DND and the contractor”.

On pages 5, 6 and 7 of the Department of National Defence (DND) Information Technology Security Requirements for Contract W8482-168150 Version 1.4, sections 2.1.4, 2.5.1 and 2.5.6 all reference data linkages. It is recommended that CANADA modify the SRCL and indicate “YES” if it intends to utilize an EIE.

A62 – Section 8 of the PWS has been updated.

Q63 – (Reference location SRCL) On page 6 of the Department of National Defence (DND) Information Technology Security Requirements for Contract W8482-168150 Version 1.4, section 2.3.3 states “No foreign nation can have the capability to affect the Confidentiality, Integrity and Availability of the data without a valid personnel security clearance at the SECRET level and the prior approval from the CISD International section and the DND Project Lead. This section identifies restrictions associated with foreign nationals. Can CANADA confirm that the definition used in the Immigration and Refugee Protection Act (<https://laws-lois.justice.gc.ca/eng/acts/I-2.5/page-1.html#h-2>) of “foreign national means a person who is not a Canadian citizen or a permanent resident, and includes a stateless person. (étranger)” is to be used in this case?

A63 – Part A of the SRCL Supplemental Security Guide excludes Permanent Residents.

Q64 – (Reference location RFP) On page 92 of ANNEX C BASIS AND METHOD OF PAYMENT, in section 3.2 the y axis label on graph 1 indicates that the PIF rate is a percentage, however the formula for the PIF rate as shown does not calculate it as such. It is requested CANADA confirm if it is intended to be a percentage, and if so revise the calculation.

A64 – The PIF rate is a %.

Q65 – (Reference location SRCL) On page 5 of the Department of National Defence (DND) Information Technology Security Requirements for Contract W8482-168150 Version 1.4, section 2.1.3 states “Upon validation, CISD will notify the DND Project Lead, the Director Defence Security Operations (DDSO) Industrial Security Lead and the Directorate Information Management Security (DIM Secure) Operations of the successful completion of this requirement. Every site must be granted a Facility Security Clearance (FSC) and a Document Safeguarding Capability (DSC) and be cleared for SECRET IT Security by CISC prior to be authorized to process, produce and/or store government sensitive information, up to and including SECRET”. It is requested CANADA clarify whether the DSC is applicable to the whole IT network/environment or will a standalone laptop suffice.

A65 – The company needs to be registered with the PSPC/ISS/Contract Security Program (CSP), has to be cleared for DSC at the secret level and, the laptop needs to be inspected by CISC and be cleared for Secret IT processing. The IT Security clearance applies to the IT system used to process, produce and/or store GC sensitive data. If only a secure standalone laptop is used, the “IT security clearance” only applies to this standalone laptop.

Q66 – (Reference location SRCL) On page 5 of the Department of National Defence (DND) Information Technology Security Requirements for Contract W8482-168150 Version 1.4, section 2.2.5 states “Mobile computing/Teleworking involving the W8482-168150 IS is not authorized on this contract”. It is requested CANADA confirm that this restriction would only apply to the segregated network for CLASSIFIED data and that secure VPN connections will be permitted.

A66 – It applies to all IT system/equipment used to process, produce and/or store GC sensitive data. If GC sensitive data is transmitted via a VPN connection, this connection needs to be inspected and be approved. Additional safeguards would apply.

The remote location (other end of the VPN) needs to be identified, be registered in the CSP, be cleared for DSC at the secret level and be inspected by CISC and be cleared for Secret IT processing.

Q67 – (Reference location RFP) On page 58 of 140 of the draft HCCS RFP dated 29 March 2019, section 7.13.1.6 states “The Contractor must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to CLASSIFIED FOREIGN information/assets”. If the Contractor is currently undergoing such an assessment for another contract, it is requested CANADA confirm that only one assessment per company needs to be undertaken and that the approval under another contract will be applicable to HCCS ISS.

A67 – A FOCI evaluation is valid for a period of up to 5 years, unless the organization undergoes major corporate, ownership or organizational changes. If another contractual opportunity is presented to the organization, and a FOCI evaluation has been completed within the past two (2) years, then the original determination letter remains valid and the client is advised accordingly. If the previous evaluation was completed between 2 to 5 years prior, the organization is requested to provide a letter outlining any changes that affect the FOCI factors originally submitted. A review

or re-evaluation is done (depending on the nature and complexity of the changes). If it has been more than 5 years then a full re-evaluation is required.

Note this important caveat that is included in all determination letters:

You are reminded that it is your responsibility to advise the PSPC Contract Security Program's FOCI Evaluation Office immediately if changes occur within your organization that impacts the FOCI information provided to PSPC.

Q68 – (Reference location RFP) On page 58 of 140 of the draft HCCS RFP dated 29 March 2019, section 7.13 Security Requirements, sub-sections 7.13.1.3 and 7.13.1.4 reference "CLASSIFIED UNRESTRICTED" and "CLASSIFIED RESTRICTED" information, which are not defined. Section 7b of the SRCL references differing release restrictions for Canadian CLASSIFIED information, without an attached Security Classification Guide (as required under section 15). It is requested CANADA provide the Security Classification Guide and confirm that it defines the "CLASSIFIED RESTRICTED" and "CLASSIFIED UNRESTRICTED" information referenced in section 7.13.1.3 and 7.13.1.4 of the draft HCCS RFP.

A68 – "CLASSIFIED RESTRICTED means Confidential or Secret information that is restricted to CAN/US. Canada will provide the Security Requirement Checklist (SRCL) Supplemental Security Guide as part of the final RFP release."

Q69 – (Reference location RFP) On page 58 of 140 of the draft HCCS RFP dated 29 March 2019, section 7.13 Security Requirements, sub-section 7.13.1.4 states "The Contractor/Offeror personnel requiring access to CLASSIFIED RESTRICTED CANADIAN/FOREIGN information, assets or sensitive work site(s) must be a citizen of CANADA or, the UNITED STATES and must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC". On page 60, section 7.13.2 Security Requirement for Foreign Supplier Confidential, Secret, Foreign Confidential and Foreign Secret, sub-section 7.13.2.11 states "Such FOREIGN AND CANADA CLASSIFIED information/assets shall be released only to foreign recipient Contractor / Offeror / Subcontractor personnel who have a need to know for the performance of the Contract / Standing Offer / Subcontract, must be a citizen of the UNITED STATES OF AMERICA and / or a Canadian citizen and/ or a Permanent Resident of Canada, and must each hold a valid personnel security screening at the level of SECRET, as required, granted or approved by their respective country National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the national policies of the supplier's country". While section 7.13.1.4 states that restricted classified information may only be viewed by Canadian or US citizens, section 7.13.2.11 states that the same information, when viewed outside Canada, may be viewed by permanent residents of Canada. It is recommended CANADA apply the Refugee and Immigration act definition consistently, allowing permanent residents access to this information.

A69 – Permanent residents are not authorized access to Restricted Classified information in accordance with the SRCL.

Q70 – (Reference location RFP) On page 2 of 140 of the draft HCCS RFP dated 29 March 2019, section 1.2.5 states "the Contractor must obtain and maintain for the duration of the contract all necessary rights, licenses and agreements to be able to perform the Work as described in the PWS". 2nd Draft_HCCS_ISSC_PWS Page: 31 Section 4.16.1 Para: 2

On page 31 of the Performance Work Statement Halifax Class Combat Systems (HCCS) In-Service Support document dated 25 Mar 2019 version 3.0, section 4.16.1, paragraph 2 states "Canada acquired the Background IP in the HCCS EG for the use, operation, repair and overhaul of the HCCS EG, including the right to disclose and sublicense this Background IP to Canada's contractors for those purposes. The Contractor must deliver Background IP in the work of the contract for these same

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File No. - N° du dossier

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Id de l'acheteur - Buyer ID

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purposes. The details and all terms of these Background IP licenses to be provided by the Contractor are in PSPC Supplemental General Conditions 4007, as amended, attached to and included in the contract". It is requested CANADA confirm if the necessary licenses to Background and Foreground IP have been obtained and will be made available to Contractors. It is requested CANADA provide a list of the information to be made available under each of those licenses (i.e. Data lists)?

A70 - Canada has updated the PWS.

All other terms and conditions remain the same.