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11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Frigate Life Extension (FELEX) Project / Bureau de
projet de prolongation de la vie des frégates (BP
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. 010
Client Reference No. - N° de référence du client W8482-168150		Date 2020-01-08
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 2020-01-27		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

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

**In-Service Support of the *Halifax*-class Combat Systems
Request for Proposal – Questions and Answers
Amendment no. 10**

This amendment is being issued to answer questions received against this solicitation.

Q186 - Canada has existing contracts in place with the *Halifax*-class Equipment Group (EG) OEMs for the provision of R&O services as well as equipment and spares. The HCCS ISS work scope will see the activity of the OEMs expanding and subcontracts put in place between the OEMs and the HCCS ISS Prime contractor. It is envisioned that these new subcontracts will be put in place during the transitioning of the contractual relationship with OEMs from Canada to the HCCS ISS Prime Contractor, done during the Start-Up phase.

The following questions refer to Section 2.5.1 Start-Up Phase of the PWS and Section 06 Subcontracts of General Conditions 2035. It is requested that Canada provide answers to the following questions that relate to what role Canada intends to play in the establishment of the new contractual relationship between OEMs and the HCCS ISS Prime Contractor:

Question 1): Will CANADA require its approval of the terms and conditions of OEM subcontracts with the HCCS ISS Prime Contractor?

Question 2): Given OEMs are sole source sub-contractors and can refuse to accept terms and conditions flowdown from the Prime Contract, in the event of such refusal, will CANADA provide its written approval that the OEMs are not bound by conditions compatible with or less favourable to Canada than the conditions of the Prime Contract?

Question 3): Given the OEMs are sole source subcontractors which CANADA has directed the Prime Contractor to use, will CANADA save the Prime Contractor harmless where OEMs either cause damages in excess of their individual subcontract limits or default on the obligations of their subcontract in spite of the Prime Contractor exercising due diligence in subcontract management?

Question 4): Will CANADA require its approval of pricing negotiated with OEMs by the HC CS ISS Prime Contractor?

- A186** – 1) No
2) No
3) No
4) Please see all contract terms on repair and overhaul and on emergent tasks, including the Basis of Payment provisions. The pricing and breakdown of pricing are to be included in the contractor's proposal for any emergent task. Canada will not issue an emergent task unless the terms of the contractor's proposal for the task are acceptable to Canada.

Q187 - Amendment 9. Part 1 – Amendment to RFP, M4 and M5 – East and West Coast Representatives. It is noted that Canada has replaced, in their entirety, the mandatory requirements for both M4 and M5. With reference to requirement (a) which states that "Six (6) years' experience in the last ten (10) years prior to bid closing performing systems engineering or maintenance of Canadian Naval Combat systems",

can Canada please confirm that delivery of combat systems maintenance training is still acceptable in accordance with Canada's answer to Q170?

A187 - The answer to Q170 in Amendment 6 still applies.

Q188 - Amendment 8, A173 and Amendment 9, A183. As described in RFP 7.2, the HCCS ISSC is comprised of two kinds of work: Emergent Work or Management Work, both defined as follows:

- Management Work: Management Work is the initiating, planning, organizing, influencing and controlling activities required to execute the Work, all as specified in Annex A – Performance Work Statement.
- Emergent Work: Emergent Work is all work other than Management Work specified in Annex A - Performance Work Statement.

Given that it is understood that ALL HCCS ISS Work will only fall into one of these two categories, Canada is requested to clearly identify the definition of “Other Potential Work”, as the Work definition provided in the RFP would indicate that this “Other Potential Work” is outside of the scope of HCCS ISSC and should not be considered.

A188 - For the purpose of the ITB/VP commitment, any “Other Potential Work” performed in Canada will be considered Emergent Work. Please refer to answer 154 in Amendment 4 for further clarification.

Q189 - With reference to Amendment 008, ITB/VP Evaluation Plan, the Bidder's Instructions were amended to include language relative to commitments made against Emergent Work, R&D and Skills Development and Training that these “will be rounded to the nearest whole number”. As percentages are not generally considered to be whole numbers, can you please confirm if the intent was to round to the nearest whole percentage number? For example, the Bidder makes a 7.6% commitment against R&D and this would be rounded up to 8% for evaluation purposes.

A189 - Yes, the intent is to round to the nearest whole percentage number. For example, if the Bidder makes a 7.6% commitment against R&D this would be rounded up to 8% for evaluation purposes.

All other terms and conditions remain the same.