



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions -
TPSGC
11 Laurier St./ 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Clothing and Textiles Division / Division des vêtements
et des textiles
L'Esplanade Laurier,
East Tower 7th Floor
Tour est 7e étage
140 O'Connor, rue O'Connor,
Ottawa
Ontario
K1A 0R5

Title - Sujet OCFC2	
Solicitation No. - N° de l'invitation W8486-206245/A	Amendment No. - N° modif. 014
Client Reference No. - N° de référence du client W8486-206245	Date 2021-05-13
GETS Reference No. - N° de référence de SEAG PW-\$\$\$PR-756-77636	
File No. - N° de dossier pr766.W8486-206245	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-08-05 Heure Avancée de l'Est HAE	
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: Baker, Johanne	Buyer Id - Id de l'acheteur pr766
Telephone No. - N° de téléphone (613) 854-9253 ()	FAX No. - N° de FAX (613) 943-7970
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

The Solicitation Amendment #014 is raised in regards to the following:

1. The Solicitation closing date of June 2, 2021, is postponed to August 5, 2021.

Therefore, the contract award timeline is revised as follows:

MILESTONE	DATE
Request for Proposal (RFP)	29 Aug 2019 – 5 August 2021
Bid Evaluation	August 2021 – October 2021
TB Submission Process	May/June 2022
Contract Award (start of Phase 1)	July 2022
Inventory transfer from 7 CFSD – Stage 1	January – July 2023
IOC – Delivery to Clothing Stores (start of Phase 2)	July 2023
Inventory transfer from 25 CFSD – Stage 2	July 2023 – January 2024
Inventory transfer from current DND suppliers or DND depots – Stage 3	July 2023 – August 2026
FOC – Delivery to both Clothing Stores and direct to members (start of Phase 3)	July 2024

2. To modify **Annex A – Statement of Work** as follows:

Under **3.5 Phase Management**:

INSERT

- 3.5.4.11 Task Authorization. In phase 1, as per Section 8.2 – Development of new items – a Task Authorization may be issued requiring the Contractor to provide a modernized design of the operational clothing suite.
 - 3.5.4.11.1 As part of that Task Authorization, the Contractor may be required to deliver an initial issue of the modernised op clothing suite to up to 72,000 soldiers through the Authorized Clothing Stores. Depending on funding availability, the Contractor may be required to deliver this initial issue within six (6) to ten (10) years following contract award.
 - 3.5.4.11.2 The Contractor may also be required to deploy mobile fitting rooms to fit the soldiers directly at specified clothing stores.
 - 3.5.4.11.3 The suite may subsequently be added to the Master Item List as per paragraph 4.3.6 - Addition of new item(s) to the MIL.

3. To modify **Annex C – Mandatory and Rated Criteria** as follows:

Under R2 – OCFC2 Program Management, under evaluation criteria 8 – Aboriginal Procurement Plan the total point should be 5 and not 10.

4. To modify **Annex F – Performance Measurement Framework (PMF)** as follows:

DELETE

KPI 1: Perfect Order

Description: This indicator measures orders placed by the MCS Management Cell to include the percentage of orders delivered that are incomplete with regards to items requested, damaged, and delivered late.

Value: 25% of the Annual Performance Score

Source of data: Management reports

Calculation:

$KPI1 = ((1 - \% \text{ orders incomplete}) * (1 - \% \text{ orders damaged}) * (1 - \% \text{ late orders})) * 100;$
where

% is expressed in decimal (e.g., 90% is 0.90)

% orders incomplete = # orders with incorrect items, size or quantity (items on Backorder) / total # of orders

% orders damaged = # orders with defective items / total # of orders

% late orders = # late orders / total # of orders

INSERT

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Value: 25% of the Annual Performance Score

Source of data: Management reports

Calculation:

$KPI1 = ((1 - \% \text{ orders incomplete}) * (1 - \% \text{ orders damaged}) * (1 - \% \text{ late orders})) * 100;$
where

% is expressed in decimal (e.g., 90% is 0.90)

% orders incomplete = # orders with incorrect items, size, quantity or missing items (items on backorder will not be included) / total # of orders

% orders damaged = # orders with defective items / total # of orders

% late orders = # late orders / total # of orders

- Each order will be given a score based on the percent of order that was late including back order items (order of 100 items and 95 arrived on time = 5% for order).
- # of late order will be the sum of the scores from each order.

Under **Appendix 2 of the PFM – Strategic Performance Measures** – Evaluation Criteria table:

Under **Value for Money** in the second column **Performance Standard**:

DELETE

For the Contract term, Canada will establish value for money objectives that the Contractor must meet.

INSERT

Task Authorizations completed are costed reasonably.

5. In regards to **Appendix 8 of Annex A Statement of Work** delete Appendix 8 in its entirety and replace with the enclosed Appendix 8.
6. In regards to **Annex B – Basis of Payment** replace the table at **article 5.1.4** that was introduced in Amendment #013 with the following table:

Categories	Hourly rates for Year 1
Project Manager - Junior	
Project Manager - Senior	
Clothing/Textile Technologist - Junior	
Clothing/Textile Technologist - Senior	
Handwear/Knitted Footwear/Accessories Technologist – Junior	
Handwear/Knitted Footwear/Accessories Technologist – Senior	
Footwear Technologist – Junior	
Footwear Technologist - Senior	
Pattern, Design, Development and Sizing Technologist – Junior	
Pattern, Design, Development and Sizing Technologist - Senior	
Clothing and Personal Protection Equipment Design and Prototyping Technologist – Junior	
Clothing and Personal Protection Equipment Design and Prototyping Technologist - Senior	
Badges/Insignia/Ceremonial Accoutrements Technologist – Junior	
Badges/Insignia/Ceremonial Accoutrements Technologist - Senior	
Technical Writer	
Material Handler	
Data Analyst	
Human Factor Specialist – Junior	
Human Factor Specialist – Intermediate	
Human Factor Specialist - Senior	

7. Annex A – Appendix 12 – Professional Services Classifications

This modification is in regards to the Human Factor Specialist category added under the Professional Service Classification, which was introduced at Amendment #013. Under the Mandatory Technical Requirements:

DELETE

Number of years in this specific category performing activities similar to those described in this table	a) Junior: < 5 years of experience; and b) Senior: > 5 years of experience
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INSERT

Number of years in this specific category performing activities similar to those described in this table	a) Junior: > 4 and < 6 years of experience; b) Intermediate: > 6 years and < 8 years; and c) Senior: > 8 and < 10 years of experience
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8. To answer questions from Industry:

Question 94

1. While supportive of allowing a renegotiation of Firm Unit Prices and Hourly Rates after the 5th, 10th and 15th anniversaries, how will Canada prevent unreasonable increases during these renegotiations (eg, bidding unreasonably low prices/rates for first five years to win the contract, and then making it up over the remaining 15 years)?
2. Please confirm there will be no adjustments to the Management Fee after the 5th, 10th and 15th anniversaries.

Answer 94

1. Financial bids are subject to a "rigorous" review during the Phased Bids Compliance Process (PBCP). Canada will review the validity of the bids based on known market pricing and industry standards. Should discrepancies be found, as part of the PBCP, Canada will provide the bidder the opportunity to review its proposal.
2. This question is still under review by Canada. An answer will follow in a subsequent amendment.

Question 99

A question about submission protocol, is there any indication on what method is preferred?

Answer 99

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, offerors are requested to transmit their offer electronically using the epost Connect service or fax (819-997-9776). Therefore, the RFP is modified as follow:

DELETE

2.3 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted

INSERT

2.3 Submission of Bids

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

Under Part 3 – BID PREPARATION INSTRUCTIONS

DELETE

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (5 hard copies and 2 electronic copies in PDF format on a USB stick)

Section II: Industrial and Technological Benefits/Value Proposition Bid (7 hard copies and 2 electronic copies in PDF format on a USB memory stick)

Section III: Financial Bid (1 hard copy and 1 electronic copy in PDF format on a USB memory stick)

Section IV: Certifications (1 hard copy)

Section V: Additional Information (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- a. Use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- b. Use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policyeng.html>). To assist Canada in reaching its objectives, Bidders are encouraged to:

- a. Use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- b. Use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

INSERT

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Industrial and Technological Benefits/Value Proposition Bid
- Section III: Financial Bid
- Section IV: Certifications
- Section V: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid (5 hard copies and 2 electronic copies in PDF format on a USB stick)
- Section II: Industrial and Technological Benefits/Value Proposition Bid (7 hard copies and 2 electronic copies in PDF format on a USB memory stick)
- Section III: Financial Bid (1 hard copy and 1 electronic copy in PDF format on a USB memory stick)
- Section IV: Certifications (1 hard copy)
- Section V: Additional Information (1 hard copy)

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Question 100

In regards to the Static Dissipating Lining (DSSPM 2-2-80-229) which is given in reference in the Spec DSSPM 2-5-87-6273 (information below), would it be possible to make the specification available or obtain information in regards to this textile?

Spec DSSPM 2-5-87-6273

Type I Jacket, Hot Weather, CADPAT™ Temperate Woodlands (TW), Air Force
NSN 8415-21-921-6273 A/A

Type II Jacket, Hot Weather, CADPAT™ Arid Regions (AR), Air Force
NSN 8415-20-000-1782 A/A

3.2.2.1 The lining material must be Cloth, Plain Weave, Polyester/Carbon 98/2, 95 g/m² (Static Dissipating Lining) in accordance with DSSPM 2-2-80-229 and Sealed Pattern DSSPM 262-02.

Answer 100

The lining for the jacket is to be eliminated in future productions. The Contractor must adjust pattern to accommodate the removal of the lining.

Question 101

In reference to A3 – 29/30 DID PM-023 – Aboriginal content is based on value of items “purchased”. Does this mean when the firm order is placed or when the items are delivered (eg, what if an order is placed today for deliveries scheduled over the next three years)?

Answer 101

When the items are delivered.

Question 102

In reference to Annex B Para 1.1.2 – Please further describe the situations which will result in a revision to the Basis of Payment? While it would be expected to apply when both Parties are supportive of mutually beneficial and mutually acceptable changes to the Basis of Payment, will it apply when only one Party, either Canada or the Contractor, considers that the Basis of Payment is no longer aligned with Canada's objectives, is no longer effective, or that there is a more efficient Basis of payment? Specifically, will it be applied if the Contractor, through no fault of Canada, is not obtaining its expected rate of profit or is losing money?

Answer 102

Canada and the Contractor can propose a change to the Basis of Payment and the governance review will take the request into consideration; however, Canada retains the right for the final decision, after consultation with the Contractor.

Question 103

In reference to Annex B Basis of Payment, Para 2.2.3 – No retroactive CPI price adjustment will be made to the Firm Unit Prices for items delivered prior to the contract amendment to incorporate CPI (eg, each year 2-3 months of deliveries may be priced at last year's prices). Would Canada consider making CPI adjustments retroactive to the start of the year?

Answer 103

Canada has considered your request, however the requirement remains the same.

Question 104

In reference to Annex B Basis of Payment, Para 2.3.1 – Wording has been tightened to indicate shipping costs from Contractor facilities to DND destinations will be reimbursable. Suggest further tightening to specify the Contractor's facilities in Canada (vs overseas).

Answer 104

Canada is in agreement, therefore Annex B – Basis of Payment will be modified as follows:

DELETE

2.3.1 Canada will reimburse the Contractor the OCF Items transportation costs reasonably and properly incurred in the distribution of the items from Contractor facilities to DND destinations, in accordance with the Contract.

INSERT

2.3.2 Canada will reimburse the Contractor the OCF Items transportation costs reasonably and properly incurred in the distribution of the items from Contractor facilities within Canada to DND destinations, in accordance with the Contract.

Question 105

In reference to Basis of Payment, Para 4.1.3 – Suggest tightening text to indicate shipping costs from Contractor's Canadian facilities to DND.

Answer 105

As stipulated at article 4.1.3 the MF must not include the Transition-In price, shipping costs and costs incurred in carrying out a Task Authorization. Therefore, no changes are required at article 4.1.3.

Question 106

In reference to Basis of Payment, Para 5.2.4 – No retroactive CPI price adjustments will be made to Hourly Rates for services delivered prior to the contract amendment to incorporate revised labour rates (eg, each year, 2-3 months of tasking services may be price at last year's rates). Would Canada consider making CPI adjustments retroactive to the start of the year?

Answer 106

Canada has considered your request, however the requirement remains the same.

Question 107

In reference to Basis of Payment, Para 5.3.4 – No retroactive 5th/10th/15th year price adjustments will be made to Hourly Rates for services delivered prior to contract amendment to incorporate revised labour rates (eg, each 5 years, 2-3 months of tasking services may be price at last year's rates). Would Canada consider making 5th/10th/15th year adjustments retroactive to the start of the year?

Answer 107

Canada has considered your request, however the requirement remains the same.

Question 108

In reference to Basis of Payment, Para 7.1.1 – If Canada has not paid an invoice before an item has been returned, the Contractor must revise/resubmit the invoice (rather than add an adjustment to the subsequent invoice). This could mean months of delay in payment of an invoice (until all returns associated with the invoice have been received). Would Canada consider instead an adjustment on the next invoice?

Answer 108

Canada has considered your request and the Annex B – Basis of Payment will be modify as follows:

DELETE

7.1.1 Contractor Owned Inventory: Canada will not pay for returned items.

- a) If the items are returned after Canada has been invoiced, the Contractor must send an amended invoice.

INSERT

7.1.1 Contractor Owned Inventory: Canada will not pay for returned items.

- a) If the items are returned after Canada has been invoiced, the Contractor must send an amended invoice or issue a full credit for the items on the next invoice.

Question 109

In reference to Basis of Payment, Para 8.4.2 – Wording has been tightened. Suggest further tightening to indicate that the price for material buy back during the period of the contract will be the same as if bought back at the end of the contract (i.e, Para 8.4.1).

Answer 109

Canada has considered your request, however the requirement remains the same.

Question 110

In reference to Basis of Payment, Para 9.2.2 – Suggest tightening to indicate that the Annual Value of the Contract does not include sales tax.

Answer 110

Canada has considered your request and the Basis of payment and the Performance Measurement Framework will be modified as follows:

Annex B – Basis of Payment:

DELETE

9.2.2 The financial incentive will be calculated as follow, on an annual basis, up to a maximum of 1% of the Annual value of the Contract, for the assessment period covered as per Annex F, Appendix 3 – Performance Incentive Metric:

$$\text{Financial incentive (\$)} = \frac{\% \text{ Aboriginal procurement}}{10} \times \text{Annual value of the Contract}$$

Where % Aboriginal procurement is as defined at Annex F, Appendix 3 – Performance Incentive Metric (PIM) 2.

INSERT

9.2.2 The financial incentive will be calculated as follow, on an annual basis, up to a maximum of 1% of the Annual value of the Contract before tax, for the assessment period covered as per Annex F, Appendix 3 – Performance Incentive Metric:

$$\text{Financial incentive (\$)} = \frac{\% \text{ Aboriginal procurement}}{10} \times \text{Annual value of the Contract before tax}$$

Where % Aboriginal procurement is as defined at Annex F, Appendix 3 – Performance Incentive Metric (PIM) 2.

Annex F – Performance Measurement Framework:

DELETE

PIM 2: Aboriginal procurement

Description: Canada aims to foster the participation of Aboriginal businesses in this Contract. This indicator measures the percentage of the annual Aboriginal procurement based on the annual value of the Contract.

Source of data: Aboriginal Procurement report (CDRL 023 and its associated DID, PM 023).

Calculation:

$\% \text{ Aboriginal procurement} = (\text{Annual value of Aboriginal procurement}) / (\text{Annual value of the Contract}) \times 100$; where

Annual value of Aboriginal procurement (\$) = $\sum(\text{Unit cost} \times \text{Quantity})$, for all items or services procured from an Aboriginal supplier during the reporting year, excluding taxes.

Annual value of the Contract (\$) = All cost incurred by DND under the Contract during the reporting period (including cost of goods, management fees, delivery fees, task authorizations value and restocking fees).

Value: Financial incentive payments will be addressed as per Aboriginal Procurement Incentives, section 9.2 of Annex B – Basis of Payment. The financial incentive will be calculated as follow, on an annual basis, up to a maximum of 1% of the annual value of the Contract:

$$\text{Financial incentive (\$)} = \frac{\% \text{ Aboriginal procurement}}{10} \times \text{Annual value of the Contract}$$

INSERT

PIM 2: Aboriginal procurement

Description: Canada aims to foster the participation of Aboriginal businesses in this Contract. This indicator measures the percentage of the annual Aboriginal procurement based on the annual value of the Contract.

Source of data: Aboriginal Procurement report (CDRL 023 and its associated DID, PM 023).

Calculation:

$\% \text{ Aboriginal procurement} = (\text{Annual value of Aboriginal procurement before tax}) / (\text{Annual value of the Contract before tax}) \times 100$; where

Annual value of Aboriginal procurement (\$) = $\sum(\text{Unit cost} \times \text{Quantity})$, for all items or services procured from an Aboriginal supplier during the reporting year, excluding taxes.

Annual value of the Contract (\$) = All cost incurred by DND under the Contract during the reporting period (including cost of goods, management fees, delivery fees, task authorizations value and restocking fees), excluding taxes.

Value: Financial incentive payments will be addressed as per Aboriginal Procurement Incentives, section 9.2 of Annex B – Basis of Payment. The financial incentive will be calculated as follow, on an annual basis, up to a maximum of 1% of the annual value of the Contract before tax:

$$\text{Financial incentive (\$)} = \frac{\% \text{ Aboriginal procurement}}{10} \times \text{Annual value of the Contract before tax}$$

Question 111

In reference to Basis of Payment, Para 10.1.1 – Suggest there be an understanding with the basis on which the audit will assess prices. The determination of the acceptability of price should not be done on an individual item basis but rather over all items or a group of items (eg, since the Contractor is locking into firm prices that are valid for many years, the Contractor might make money on some items but lose money on others).

Answer 111

Canada has considered your request, however the requirement remains the same.

Question 112

In reference to Annex F, Para 3.1 – Canada has the right to unilaterally change the PMF. Would opine this is unreasonable; instead would recommend that both parties would negotiate in good faith changes to the PMF.

Answer 112

It is Canada's intent that the performance assessment be a collaborative undertaking between Canada and the winning bidder. As per article 3.4 of the PMF, the Contractor may recommend changes to the metrics and the process; however, it is Canada's sole discretion to implement those changes as Canada deems appropriate.

Question 113

In reference to Annex F, Para 3.2 – Contract amendments do not require the Contractor's signature. Would opine this is unreasonable as both parties should sign all amendments. Typically Canada has the right to direct changes (and the parties agree to negotiate in good faith any resulting impacts).

Answer 113

Canada has considered your request, however the requirement remains the same.

Question 114

In reference to Annex F, Para 4.5.1 – Should Aboriginal Procurement also be considered at the SPM level (so it is part of the consideration for option years)?

Answer 114

Canada has considered your request, however the requirement remains the same.

Question 115

In reference to Annex F, Para 4.5.4 – Canada has the right to change the SPMs without the Contractor's consent. Would opine this is unreasonable; instead would recommend that both parties would negotiate in good faith changes to the SPMs.

Answer 115

Canada has considered your request, however the requirement remains the same.

Question 116

In reference to Annex F, Para 4.6.4 – Canada has the right to change the PIMs without the Contractor's consent. Would opine this is unreasonable; instead would recommend that both parties would negotiate in good faith changes to the PIMs.

Answer 116

Canada has considered your request, however the requirement remains the same.

Question 117

In reference to Annex F, Para 5.2.1 – Who is represented on the Performance Evaluation Team? The original RFP indicated it included both DND and Contractor personnel.

Answer 117

As per para 4.1.1 of Annex F, the Performance Evaluation Team is "composed of representatives from the Contractor, DND, and Public Works and Government Services Canada (PWGSC)".

Question 118

In reference to Annex F, Para 5.2.6 – in the event of disagreement, the Contractor needs the opportunity to comment upon and challenge the KPI scores assigned by Canada, and to raise any outstanding concerns above the Performance Evaluation Team.

Answer 118

The PMF states that DND will prepare a quarterly interim summary with justification for each KPI score given. The Contractor will have the opportunity to discuss these scores at the PRM.

Question 119

In reference to Annex F, Para 5.2.7 – Please provide the methodology for aggregating the scores from the four quarterly KPI reports into the Annual Performance Score?

Answer 119

Canada has considered your request and Annex F will be modified as follows:

Annex F – Performance Measurement Framework:**DELETE**

5.2.7 For the last quarter, the Performance Evaluation Team will produce a report detailing the aggregate KPI scores for that Contract year summarizing the overall performance in each of the KPIs.

INSERT

5.2.7 For the last quarter, the Performance Evaluation Team will produce a report detailing the aggregate KPI scores for that Contract year summarizing the overall performance in each of the KPIs. Each specific quarterly KPI score will be given a weight of 0.25 with the aggregate KPI score being the sum of all weighted quarterly score. For example, KPI1 will be calculated as follow:

$$\text{KPI1(Annual)} = 0.25 * \text{KPI1(Q1)} + 0.25 * \text{KPI1(Q2)} + 0.25 * \text{KPI1(Q3)} + 0.25 * \text{KPI1(Q4)}$$

Question 120

In reference to Annex F, Para 5.3.1 – Who is represented on the Annual Performance Review Committee?

Suggest adding that PMF scoring issues can be raised to the dispute resolution mechanism (the Contractor needs to be able to challenge the result if there is disagreement).

Should the PIMs also form part of the annual performance review (vs just SPMs and KPIs)?

Answer 120

As per para 4.2.1 of Annex F, “At the end of each contract year, an Annual Performance Review Committee composed of representatives from DND, PWGSC, and ISEDC, will conduct a performance assessment based on strategic performance measures”.

Canada will establish a governance board that will review issues and concerns raised by the Contractor that cannot be resolved with the Annual Performance Review committee.

PIMs are partially incorporated in annual performance review under Value for Money. PIM 1, Continuous Improvement, was added in Amendment #010 under Value for Money: “The Contractor had implemented continuous improvement recommendations meeting timeline and savings/efficiencies objectives described in Continuous Improvement Proposal (PM-022).

Question 121

In reference to Annex F, Para 5.3.3 – Suggest adding a mechanism by which the Contractor can earn back a missed option year (eg, by superior performance).

Answer 121

Canada has considered your request, however the requirement remains the same.

Question 122

In reference to Annex F, Para 5.4.3 – Canada at its sole discretion may change the PMF. Would opine this is unreasonable; instead would recommend that both parties would negotiate in good faith changes to the PMF.

Answer 122

Canada has considered your request, however the requirement remains the same.

Question 123

In reference to Annex F, Para 5.4.6 – Canada at its sole discretion, but in consultation with the Contractor, may identify PMF targets on which to base exercising of option years. Would opine this is unreasonable; instead would recommend that both parties would negotiate in good faith changes to the PMF.

Answer 123

Canada has considered your request, however the requirement remains the same.

Question 124

In reference to Annex F, pages 12 and 14, some of the KPI metrics may be skewed if only limited instances occur in a year (eg, KPI 2 taskings, KPI 5 complaints). For example, if only a single complaint is received and it is not resolved, then the Contractor loses 0.1 (which is much of the 0.15 that can be lost before the KPI is not met). Suggest this situation be addressed in the PMF.

Canada should not interpret a complaint as being resolved only if it resolved to the favour of Canada. Suggest this situation be addressed in the PMF.

Suggest also an understanding wrt complaints that come in late in the year and/or that are resolved early in the year. For example, a complaint that comes in a week before the end of year and is not resolved within the remaining week should not be held against the Contractor.

Answer 124

As per Annex A, Appendix 2, CDRL 004, the contractor is to provide a proposed PfMP that will be reviewed at the PRM three (3) months after contract award. The PfMP is to be finalised prior to the start of Phase 2. The level of details presented in this question is to be addressed in the PfMP.

Question 125

In reference to Annex F, page 15, how are the various Flexibility and Value For Money performance standards and acceptable quality levels combined into a SPM score (as is done for Performance and Contractor Behaviour scores), or must every individual threshold be met to be "acceptable"? For example, having one error in any of the Value for Money metrics means the acceptable quality level cannot be achieved.

Answer 125

As indicated at Annex F, para 5.3.2, "to be declared as having performed the Work satisfactorily, the Contractor must achieve defined satisfactory levels in all the SPMs as outlined in Appendix 2" meaning that failing to achieve acceptable quality level in one area will result in overall failure.

Question 126

In reference to Annex F, page 16, does Canada plan to audit every year?

Answer 126

Please refer to Annex B – Basis of Payment under article 10.3 Discretionary Audits.

Question 127

In reference to Annex F, page 18, contractual disputes do not always reflect poor Contractor behaviour. Suggest this be reflected in text.

Answer 127

Canada has considered your request, however the requirement remains the same.

Question 128

In reference to Annex F, page 19, Aboriginal content is based on value of items “purchased”. Does this mean when the firm order is placed or when the items are delivered (eg, an order is placed today for deliveries over the next three years)?

Suggest tightening to indicate that the Annual Value of the Contract does not include sales tax.

Answer 128

Please see responses to Q101 and Q110 above.

Question 129

Would the Government of Canada consider extending the years of experience from 10 to 12 due to the lengthy extension of the closing date?

Answer 129

Canada has considered your request, however the requirement remains the same.

Question 130

French Communication & Language Support:

Annex A: Appendix 12 (All position Job Descriptions): We find the requirement for bilingual qualifications of these roles (Project Manager, Contract Manager and On-Site Representatives) to be extremely limiting, especially as they are also required to have extensive experience in the field of clothing and textiles. In the interest of fairness and inclusivity for all bidders, we request that it is considered sufficient to have a full-time French translator on staff for all communication support, should specific team members not be fluent themselves in the French language.

Answer 130

Canada has considered your request, however, On-Site Representatives are required to be fluent in both official languages.

Question 131**On-Site Visits for Depot Locations:**

Due to the restrictions posed by COVID and limitations to travel due to lockdowns, stay at home orders, in addition to the significant cost burden that would be shouldered by bidders, we request that Canada only require the proposed Depot locations be investigated and tentatively secured, such as receiving a Letter of Intent from property holders.

During this time, it is difficult to attend viewings in person, and this requirement also poses greater risk of health concern due to the virus. We also request that Canada authorize Third-Party Locations provided they achieve the same security requirements as prime contractor-run locations.

Answer 131

Canada has considered your request, however, the requirement remains the same for the On-Site Visits. Third Party Locations is acceptable as long as they achieve the security requirements and can be visited at contract award.

Question 132**ISO Certification:**

Many auditing services are seeing delays of up to three months due to COVID-19 and various regional lockdown restrictions. In many cases, final certification dates are being suspended and postponed indefinitely. We request that Canada authorize bidders to submit an offer with the understanding ISO Certification will be required before undertaking any work under a subsequent contract award rather than require bidders to endure the financial burden and health risks posed by inspections during the time of RFP response submission.

Answer 132

Canada has considered your request and the requirements remain the same.

Question 133

Would the Government of Canada agree to amend the current RFP Bid for OCFC2 (W8486-206245/A) by putting emphasis on diversity, under-represented groups, Indigenous businesses, minority owned companies and Canadian Manufacturers? We strongly believe this would be a great value proposition for the Government of Canada, and Canadians, to allow for best price for Canada and offer a fair equal opportunity to Canadian Manufacturers and Businesses.

Answer 133

Canada introduced an incentive for the OCFC2 Contractor to work with Aboriginal businesses in Amendment #010.

Please refer to Annex E for further details on Canadian Content requirements.

In addition, the Industrial and Technological Benefits (ITB) Policy applies to the OCFC2 procurement in order to obtain economic benefits for Canada. Bidders are required to submit an ITB Value Proposition at bid time, which requires the submission of a Gender and Diversity Plan. The ITB Policy also incentivizes investments in Skills Development and Training with Indigenous Peoples or majority Indigenous-controlled educational or training facilities. For details on the ITB requirements related to OCFC2, please refer to Annex G – ITB Terms and Conditions, as well as

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014
File No. - N° du dossier
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Buyer ID - Id de l'acheteur
PR766
CCC No./N° CCC - FMS No./N° VME

the ITB Bidder and ITB Evaluation Plan. As such, Canada considers that this procurement promotes diversity and offers fair and equal opportunity to all interested parties.

All other terms and conditions of the solicitation remain the same.

A proposal already submitted may be amended prior to closing time by sending the amended correspondence to Bid Receiving, the envelope bearing the Request for proposal No. W8486-206245/A and the closing date of August 5, 2021.

Annex A - Appendix 8 - Government Available Material (GAM)

NSN	Description	Colour/size	Specification	Depot Stock (mr) 4 Dec 2020 (green highlight indicates stock movement activity in last 4 years)	DND to retain some Y/N
21-8741044	CLOTH, TWIST, NYLON/COTTON LIGHTWEIGHT, 170 g/m2	orange TW AR	DSSPM 2-2-80-023	5220	Y
21-9203746				0	Y
21-9217079				13353	Y
21-8798169	CLOTH, TWILL, POLYESTER/COTTON, 50/50 (POCKETING), TYPES I AND II	natural	DSSPM 2-2-80-040	20	N
21-1033636	Cloth, Melton, Wool, 375 g/m2	Dark Blue	DSSPM 2-2-80-042	653	
21-1033660		red		403	
21-1033661		white		4939	Y
21-8740645		scarlet		284	
21-8744284		olive		1087	
21-8784318		blue		776	
21-8983287		AF Blue		3554	
21-8741049	CLOTH, TAFFETA, NYLON, 88 g/m2, TYPE I and II	OG	DSSPM 2-2-80-052	27386	N
21-8741016	Cloth, Pile, Wool, Single Face, 630 g/m2	natural	DSSPM 2-2-80-083	1156.1	N
21-8741043	CLOTH, PLAIN WEAVE, NYLON, 195 g/m² and 212 g/m²	CAG green	DSSPM 2-2-80-091	47290	Y
21-5189825	WEBBING, COTTON, WATER AND ROT RESISTANT	white, 1 inch	D-80-001-101/SF-001	6505	
21-5189826		white, 2 inch		84	
21-8740925		OG, 19.1 mm		4217	
21-8770509		sand, 50.8 mm		10983	
21-8770624		green, 12.7 mm		9072	
21-8770625		green, 25.4 mm		4676	
21-1061342	Cloth, Cotton, Duck, Ounce, Plied Yarns (CLOTH, COTTON, DUCK, UNBLEACHED, PLIED YARNS)	OG	DSSPM 2-2-80-117 (DSSPM 2-2-PD-117a)	9496	N
21-9003839	Cloth, Twill, Polyester, 216 gm², Bilingual	black	DSSPM 2-2-80-164	12407	
21-9043191		CAG green		9820	
21-9043215		dark green		4784	
20-0003782	Cloth, Plain Weave, Flame Resistant, 50% PFR Rayon / 50% Aramid, 170 g/m2	Blue	DSSPM 2-2-80-208	264	N

Annex A - Appendix 8 - Government Available Material (GAM)

NSN	Description	Colour/size	Specification	Depot Stock (mr) 4 Dec 2020 (green highlight indicates stock movement activity in last 4 years)	DND to retain some Y/N
20-0020938	CLOTH, NYLON, TRILAMINATE, 185 G/M2 STATIC-DISSIPATIVE, WATERPROOF, MOISTURE VAPOUR PERMEABLE (WVMP)	orange	DSSPM 2-2-80-209	203	N
20-0024731	CLOTH, COATED, NYLON/POLYURETHANE, 235 g/m2	TW	DSSPM 2-2-80-210	4198.3	Y
20-0024733		AR		1515.8	Y
20-0019244	CLOTH, COATED, NYLON/POLYURETHANE, 425 g/m2	AR	DSSPM 2-2-80-211	1620	Y
21-9208279		TW		111.8	Y
20-0006756	CLOTH, PLAIN WEAVE, FLAME RESISTANT, ARAMID, 185 g/m2	tan	DSSPM 2-2-80-217	555	N
21-9081696	Cloth, Twill, polyester/cotton, 65/35, 250 g/m2	blue	DSSPM 2-2-80-241	8839	N