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NA  
Ontario

**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Cold Weather Layering System Cold Weather Layering System Clothing	
<b>Solicitation No. - N° de l'invitation</b> W6399-22LH75/A	<b>Date</b> 2022-03-01
<b>Client Reference No. - N° de référence du client</b> W6399-22-LH75	<b>Amendment No. - N° modif.</b> 004
<b>File No. - N° de dossier</b> KIN-1-56208 (519)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-519-8610	
<b>Date of Original Request for Standing Offer</b> 2022-02-08 <b>Date de la demande de l'offre à commandes originale</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2022-03-11</b> Heure Normale du l'Est HNE	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Choquette, Herb	<b>Buyer Id - Id de l'acheteur</b> kin519
<b>Telephone No. - N° de téléphone</b> (613) 449-8446 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Department of National Defence Petawawa, ON	
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Acknowledgement copy required</b>	<b>Yes - Oui</b>	<b>No - Non</b>
<b>Accusé de réception requis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

## Bidders' Questions and Canada's Responses

	<b>Statement Requirement / Question</b>
Q1	<p>On page 3 of 70, para 1.2.1 states, "The CWLS are to be delivered to the Canadian Forces Base at Petawawa, Ontario on an as-and-when-requested basis for 5 years with an option to extend the Standing Offer for 5 more years." Or in other words, a 5-year initial contract with one option to extend by an additional 5-year period. This is confirmed by the Stage 3 para on page 12 of 70, which states, "Canada will extend the Standing Offer for all 4 categories (for 5 years) ... This standing offer will be the Primary Standing Offer. and "Additional (Secondary) Standing Offers will be extended (for 5 years)..." This differs from para 7.4.2 Extension of the Standing Offer, which states, "If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 10 one year periods, from 1 May 2023 to 30 April 2033..."</p> <p>57 of 70, Annex B Escalation of Pricing states, "Starting in Option Period Year 6 and for each option period thereafter, the unit pricing identified in Annex "B", Basis of Payment will be adjusted annually by the Escalated Price Adjustment (EPA)..." The Pricing Basis table on page 58 of 70 does not include pricing for the 'Option Periods' that could be adjusted.</p> <p>Will the Crown please clarify what it is planning, what the Initial and Option Period contract periods will be and update the Pricing Table to include pricing for the option periods?</p>
R1	<p>The initial Standing Offer period for each Offeror that provides CWLSs for Stage 2 is 1 year (date of award to 30 April 2023).</p> <p>The initial extension period for the Primary Standing Offer and the Secondary Standing Offer(s) (if awarded) at the completion of Stage 3 will be 5 years (1 May 2023 to 30 April 2028) with an option to extend all of them for 5 additional 1-year periods.</p> <p>Pricing escalation will be in effect for the first additional option year (1 May 2028 to 30 April 2029) and will remain in effect for the additional option years if exercised by DND.</p> <p>The price for the additional option years (6-10) will be based upon the price provided by the Bidder for year 5 of the initial extension period (1 May 2027 to 30 April 2028) multiplied by the pricing escalation; therefore, there is no requirement for the Bidder to provide pricing for the additional option years.</p>
Q2	<p>The CWLS is identified in this RFP as having 4 components: Cold Weather Garments; Cold Weather Footwear; Cold Weather Handwear and Cold Weather Headwear. Nowhere in the RFP does it mention DND's intent to purchase individual sub-components of these items; however, it seems that this idea is introduced in the Pricing Basis tables beginning on page 59 of 70.</p> <p>If that is so, will the Crown please explain the level of component breakdown that DND is expecting and estimated annual quantities the in the Itemized Pricing Basis tables?</p>
R2	<p>The forecasted demand for complete systems is given in Appendix 2 to Annex A, Section 2.1 (page 38 of 70) for all years (initial and additional optional). DND cannot provide a breakdown of estimated additional quantities of components at this time, it will be based upon usage and wear-out of individual components and is expected to be a fraction of complete system quantities.</p>
Q3	<p>For Stage 1B (W6399-22LH75/B), it seems there could be a long time between delivery of the product and the end of this stage and that would cause bidders carry that cost, which would increase the overall cost to DND.</p> <p>Will the Crown please clarify if the bidders will be allowed to invoice partial payments at the time a good or service has been delivered?</p>
R3	<p>Bidders will be allowed to submit invoices for the trial quantities delivered. When larger orders are placed after 1 May 2023 the Supplier will be able to invoice for items delivered no more frequently than once a month.</p>
Q4	<p>It is clear that there will be no additional costs to DND for sizing/measuring; therefore, bidders must account for this in their overall pricing of their Financial Offer.</p> <p>Will the Crown please clarify if sizing/measuring will take place all on one day or if this activity might involve more than one day? If it will take more than one day, please clarify how many days this is</p>

	expected to take.																				
R4	The requirement for measuring/fitting services, and training, is clearly identified in Appendix 1 to Annex A, Section 3.2 (page 37 of 70). One day is required for measuring/fitting services, and one additional day for training.																				
Q5	<p>Many of the specifications in para 2.0 Requirements are too vague for an open and objective evaluation. For example, on pg. 32 of 70, para 2.1(c) says “Provide sufficient fit, flexibility and strength to withstand all body positions to enable the wearer to function in any operational environment without restricting range of motion and mobility including:</p> <ul style="list-style-type: none"> <li>i. Open areas;</li> <li>ii. Restricted movement areas; and</li> <li>iii. Partial water immersion;</li> </ul> <p>Without a clear, measurable standard to define “sufficient,” or “body positions,” etc. there can be no defensible evaluation. There are many others like this throughout this RFP.</p> <p>The SACC Manual says that “Mandatory evaluation criteria identify the minimum requirements that are essential to the successful completion of the work” and for Rated Criteria “Solicitation documents must clearly identify any minimum thresholds and clearly indicate that such minimums are mandatory.” In other words, without clearly defined mandatory criteria, there can be no Rated Criteria.</p> <p>Evaluations based on subjective, loosely defined criteria always delay the procurement process, and challenges almost always end in favour of the challenger.</p> <p>Will the Crown please explain the objective, minimum requirements using objective industry standards and the methods that will be used to evaluate each item, such as in this example taken from a recent Federal Government RFP:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5" style="text-align: center;">Table 1 Performance Requirements of Outer Mitten</th> </tr> <tr> <th colspan="3" style="text-align: center;">REQUIREMENTS</th> <th style="text-align: center;">TEST METHODS</th> <th style="text-align: center;">Compliant <input type="checkbox"/> Non-Compliant</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Intrinsic Clothing Insulation (CLO)</td> <td style="text-align: center;">1.80 minimum</td> <td style="text-align: center;">ASTM F1291-15 <u>With modification:</u> Conductusing thermal hand test manikin</td> <td style="text-align: center;">Test Report</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Abrasion Resistance (palm leather only)</td> <td style="text-align: center;">Level 2 minimum</td> <td style="text-align: center;">DIN EN 388:2003</td> <td style="text-align: center;">Test Report</td> </tr> </tbody> </table>	Table 1 Performance Requirements of Outer Mitten					REQUIREMENTS			TEST METHODS	Compliant <input type="checkbox"/> Non-Compliant	1	Intrinsic Clothing Insulation (CLO)	1.80 minimum	ASTM F1291-15 <u>With modification:</u> Conductusing thermal hand test manikin	Test Report	2	Abrasion Resistance (palm leather only)	Level 2 minimum	DIN EN 388:2003	Test Report
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R5	The recent example provided is related to a procurement that required the Bidder to manufacture garments to a government specification (i.e., cut and sew type contract), which is not applicable to this solicitation. DND is seeking a CWLS that is commercial or military off-the-shelf based upon the experience of the provider and proven in the field throughout the environmental conditions specified in Annex A. The evaluation will be evidence-based upon the extensive performance trials of the CWLSs provided throughout these environmental conditions over a period of 4-6 months (see section 4.1.2.1 Stage 2 of the RFSO (page 12 of 70)). The individual properties of an individual layer of clothing is not relevant to the overall system performance, and will not be specified and/or measured. There is no mention of rated requirements in the solicitation other than the evaluation of the offer at Stage 1B against the point-rated technical evaluation criteria, the performance assessment in Stage 2 is based upon performance in the actual field trials only.																				
Q6	<p>Annex A, High Level Mandatory Req – This solicitation is called COLD WEATHER LAYERING SYSTEM. We recognize that removal or addition of a layer to accommodate changes in climate or operational conditions is essential to the mission; however, when not in use layers must be stored somewhere, usually on the soldier somehow. The industry currently offers 3, 4, 5 and 7-layer systems. More layers mean more space to store additional layers when not worn. Without knowing how these layers will be stored and how much space is available, the number of layers is a critical issue.</p> <p>Will the Crown please clarify how many layers does DND require for each category item (garment, headwear, footwear and handwear)?</p> <p>Also, Will the Crown please clarify if the number of layers in a bidder’s system will be rated against other systems using a different number of layers?</p>																				

R6	The number of layers is dependent on the specific solution provided by the Bidder and, as such, DND cannot specify the specific number of layers that are to be provided. Each CWLS as a whole will be evaluated based upon performance in the environmental conditions specified in Annex A, not on the number of layers.
Q7	Page 30 of 70 – Non-Disclosure Agreement (NDA) - requires the Offeror to "...obtain from its employee(s) or subcontractor(s) the completed and signed nondisclosure agreement..." DND is requesting a signed NDA from everyone involved on the bidder's side. Given that factories may have tens or hundreds of employees, not to mention subcontractors, this seems excessive. When Response 1 of the second amendment to this RFP, "Canada requires commercial off the shelf or military off the shelf clothing..." is factored in, it is difficult to understand why this is even relevant. Will the Crown consider removing this requirement or at least amending it to allow a blanket NDA signed by the company which covers all their employees? If not, please explain why an NDA is required for commercially available products with no security or Intellectual Property concerns identified.
R7	The NDA is required by DND to maintain operational security on the capability and quantities delivered and must be provided as specified in the RFSO. Not everyone is required to submit an NDA, only those that will have access to the Standing Offer documentation must submit an NDA.
Q8	Item (c) on 63 of 70 asks bidders to include an "Hourly fee for Administrative work at the Offeror's location in addition to work not described in Annex "A", as and when authorized." There are different roles or jobs that fall under the term 'Administrative' and each have different pay rates. Will the Crown please clarify what "Administrative work" means in this context to enable bidders to apply the correct rate for this criteria.
R8	The hourly fee for administrative work includes Project Management, Configuration Control and Technical Support aspects of the Standing offer as specified in Appendix 2 to Annex A, Section 3.0 (page 40/41 of 70), and any other similar work approved in advance by DND.
Q9	Configuration Control programs (requested in item 3.3 on pg 41-70) usually apply to mechanical equipment where individual units of the same model may be modified either for specific use-case scenarios or in-service upgrades and these variants must be tracked over the in-service life of the equipment as a whole. Since, as mentioned in amendment 2, Response 1, DND is requesting Commercial or Military Off-the-shelf products, this requirement seems out of place. Will the Crown please explain the rationale for this requirement or consider removing it?
R9	The requirement for Configuration Control applies to a multi-layer clothing system the same as it would to a mechanical system for the same reasons, to ensure the compatibility of the system from layer-to-layer remains intact throughout the life of the Standing Offer. It is also possible that the Contractor may modify it's CWLS due to advances in materials, equipment or other client requirements; however, the expectation is that the Offeror will manage the configuration of all components of the CWLS provided to DND as specified in Appendix 2 to Annex A, Section 3.3 (page 41 of 70).
Q10	Para 1.2.1 "The Standing Offer Holder whose offer is deemed the best value (based on a combination of weighted scores from the Operational Performance Assessment, the Financial Evaluation and the Social & Environmental Evaluation) for all categories of clothing will have their standing offer for all categories of clothing extended for 5 years..." Will the Crown please define 'Operational Performance Assessment' and "Social & Environmental Evaluation" and include the evaluation criteria for each?
R10	The details of the Operational Performance Assessments and the Socio-Economic & Environmental Benefits Evaluation will be provided at Stage 1B and are not relevant to the initial assessment at Stage 1A.
Q11	Additionally, Para 4.0 on Pg 42-70 states a requirement for a Socio-Economic, Environmental Benefits Plan? Although there is no definition included in the RFP, this requirement normally refers to multi-billion dollar Capital Procurements like a fleet of new aircraft or similar and include very large expenditures on parts and services over the span of decades. Again, referring to amendment 2, Response 1, DND is requesting Commercial or Military Off-the-shelf products with no inclusion of repairs, parts, or services, so this requirement seems misplaced as well. When the sentence "It will be Canada's discretion to use suitable oversight to verify the Socio-Economic, Environmental Benefits" is added, it seems clear that Canada is not really concerned with verifying if a bidder meets this requirement or not so we question the relevance of this requirement in this RFP.

Solicitation No. - N° de l'invitation  
W6399-22LH75/A  
Client Ref. No. - N° de réf. du client  
W6399-22-LH75

Amd. No. - N° de la modif.  
04  
File No. - N° du dossier  
KIN-1-56208

Buyer ID - Id de l'acheteur  
KIN519  
CCC No./N° CCC - FMS No./N° VME

	Will the Crown please explain what this requirement means, how it applies to an off-the-shelf product purchase or consider removing it?
R11	The requirement for a Socio-Economic & Environmental Benefits plan is mandated by Federal procurement policy, not on the type of equipment and/or inclusion of repairs, parts, or services. Canada will evaluate the Offeror's current or proposed Socio-Economic & Environmental Benefits plan to encourage the Offeror to provide Socio-Economic & Environmental Benefits. For this RFSO, the Socio-Economic & Environmental Benefits plan is not mandatory and makes up only a small percentage of the overall value score of each Offeror.