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Weapon Effects Simulation (WES) Interim

In-Service Support (ISS)

Service Support Contractor

Request for Information (RFI)

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ATTACHMENT A – Requirements for Indigenous Procurement Plan

ATTACHMENT B – Weapon Effects Simulation Interim In-Service Support Service Support Contractor Request for Proposal, including all relevant available Annexes.

1. Purpose

The Department of National Defence (DND) has a requirement for the continuation of the In-Service Support (ISS) for the Weapon Effects Simulation (WES) System. The Service Support Contractor (SSC) will be responsible for warehouse operations, site management, WES Equipment level 1 maintenance, kitting and de-kitting of soldiers and vehicles, soldier briefs, and exercise operations support. The proposed contract is expected to be for a period of 6 years plus 8 one year option periods.

The intent of this Request for Information (RFI) is to seek industry feedback on their level of interest and capability in participating in a future Request for Proposal (RFP) that potentially may contain an Indigenous Participation Plan (IPP).

Details of the IPP can be found at Attachment A to this RFI.

The most recent draft RFP and all relevant available documentation for the WES Interim ISS SSC requirement are included with this RFI as Attachment B for reference for the questions surrounding the IPP.

2. Trade Agreements

This requirement is classified as Federal Supply Classification JX6910B (Training Aids – Operation & Maintenance) which is subject to the Canadian Free Trade Agreement (CFTA), Canada - European Union Comprehensive Economic and Trade Agreement (CETA); World Trade Organization Agreement on Government Procurement (WTO-AGP); Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) and the Canada - Korea Free Trade Agreement (CKFTA).

3. Comprehensive Land Claims Agreements (CLCA)

This procurement is not subject to the Comprehensive Land Claims Agreements (CLCA) as the final delivery points of the goods and services required are not within the Comprehensive Land Claims Settlement Areas.

4. Enquiries

All enquiries and other communication related to this RFI shall be directed exclusively to the PWGSC Contracting Authority. All enquiries must be submitted to the Contracting Authority no later than **5** calendar days before the RFI closing date. Enquiries received after that time may not be answered.

Care should be taken by suppliers to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the respondent do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

Changes to this RFI may occur and will be advertised through an RFI amendment on the Government Electronic Tendering System (Buy and Sell).

5. PWGSC Contracting Authority

Kathie Eddy
Public Works and Government Services Canada
Land and Aerospace Equipment Procurement and Support Sector
Detection, Simulation and Optical Systems Division - QT

Phone: 873-353-9727
kathie.eddy@tpsgc-pwgsc.gc.ca

6. Notes to Interested Suppliers

This is neither a call for tender nor an RFP, and no agreement or contract for the goods and services stated herein will be entered into solely as a result of this RFI. This announcement does not constitute a commitment by Canada. Canada does not intend to award a contract on the basis of the notice or otherwise pay for the information solicited. Any and all expenses incurred by industry in pursuing this opportunity, including the provision of information and potential visits, are at industry's sole risk and expense.

Any discussions on this subject with project staff representing DND or PWGSC, or any other Government of Canada representative, or other personnel involved in project activities, shall not be construed as an offer or commitment by DND, PWGSC or the Government of Canada as a whole.

Although the documents, information and data collected may be provided as commercial-in-confidence and will not be provided to a third party outside of Canada, Canada reserves the right to use the information to assist them in drafting technical requirements and for budgetary purposes.

Requirements are subject to change, which may be as a result of information provided in response to this RFI.

Suppliers are advised that any information submitted to Canada in response to this RFI may, or may not, be used by Canada in the development of the potential subsequent RFP. The issuance of this RFI does not create an obligation for Canada to issue a subsequent RFP, and does not bind Canada legally or otherwise, to enter into any agreement or to accept or reject any suggestions.

There will be no short-listing of Suppliers for the purposes of undertaking any future work, as a result of this RFI. Similarly, participation in this RFI is not a condition or prerequisite for the participation to any RFP.

Respondents to this RFI should identify any submitted information that is to be considered as either company confidential, proprietary or if the response contains controlled goods.

***Note: The Annex J – Infrastructure Licensing Agreements are not available for the RFI phase. These documents will be included with the final RFP package.**

7. Security Requirements

There are security requirements associated with this requirement.

8. Non-Disclosure Agreement

There is a Non-Disclosure Agreement requirement associated with the RFI, potential future RFP and potential future resulting Contract. See RFP article 2.8 for further details.

9. IPP Industry Engagement Questions

1. How can your company maximize Indigenous participation in the WES Interim ISS SSC requirement?
For instance:

- Incorporating Indigenous businesses within your supply chain
- Hiring Indigenous employees
- Training and skills development opportunities for Indigenous people

- Other relevant measures intended to support Indigenous socio-economic development including, but not limited to scholarships, grants and bursaries

2. Where does your company see an opportunity for Indigenous participation within the WES Interim ISS SSC requirement? Such as:

- WES Equipment Transportation
- WES Equipment Operations
- Warehouse Operations

3. What percentage of the value of the contract do you see as attainable and achievable for the Indigenous Participation Plan (IPP)? Is 5% of the contract value achievable? Within the value of the IPP, is there an optimal percentage for direct versus indirect benefits?

4. Does your business have a history of employing Indigenous persons or sub-contracting with Indigenous businesses?

5. What incentive strategies have you encountered in previous contracts to encourage Indigenous engagement resulting in skills development and industrial capacity?

6. Is your business located within a modern treaty area? If yes, please specify.

7. Is your business an Indigenous business eligible under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB)?

8. What additional information would help you to achieve the 5% contract value target?

9. Would the inclusion of a mandatory IPP preclude you from bidding on this requirement?

Please provide your written feedback to these questions and any other comments regarding Indigenous Participation Plan (IPP) to the PSPC Contracting Authority by the RFI deadline.

ATTACHMENT A

INDIGENOUS PARTICIPATION PLAN (IPP)

Canada is considering the inclusion of an Indigenous Participation Plan (IPP) as part of the Weapon Effects Simulation (WES) Interim In-Service Support (ISS) Service Support Contractor (SSC) requirement in order to meet the Government of Canada's commitments of advancing Indigenous socio-economic development through federal contracting opportunities.

The IPP is a portion of the value of a contract that is allocated for Indigenous participation, which can be direct or indirect (or both).

Direct Benefits and Indirect Benefits

(a) Direct Benefits

Direct Benefits can be any one of the following:

i. Indigenous Business Development: The Contractor must demonstrate it builds and develops viable Indigenous business capacity (refer below to Indigenous Business Capacity). The Contractor must contribute and invest in the development and viability of Indigenous businesses by procuring goods and services from qualified Indigenous firms. The Contractor is also encouraged to demonstrate how it intends to maximize the use of Indigenous businesses, such as identifying the work intended to be carried out by Indigenous businesses, including contract and supply chain management.

ii. Indigenous Employment: The Contractor must demonstrate its Indigenous employment potential/capacity. The Contractor may include details pertaining to Indigenous recruitment and retention strategies and related job activities such as the work to be carried out by each position.

iii. Indigenous Training and Skills Development: The Contractor must demonstrate the training opportunities and skills development for its Indigenous employees, such as on-the job training, in-house training, as well as succession plans.

(b) Indirect Benefits

Indirect Benefits include specialized training, career development, scholarships, grants, and community outreach to help local and Indigenous communities in meeting their economic development needs.

Identifying Indigenous Business Capacity

Early engagement with Indigenous communities and businesses may help the Contractor meet the desired outcomes outlined in the Indigenous Participation Plan. Early engagement can benefit by:

- enhancing relationships;
- ensuring a common understanding of the project requirements;
- determining Indigenous business capacity for the procurement of goods and services; and
- identifying skills and training gaps for employment of Indigenous peoples.

The following list is provided to assist in the identification of Indigenous business capacity:

- Canadian Council for Aboriginal Business: <https://www.ccab.com/>
- Indigenous Business and Investment Council: Indigenous Business and Investment Council | Small Business Accelerator (ubc.ca)
- Canadian Aboriginal and Minority Supplier Council: www.camsc.ca
- Province of Manitoba: <https://www.gov.mb.ca/inr/>

- Province of Ontario: <https://www.ontario.ca/page/aboriginal-businesses-bidding-government-contracts>
- Indigenous Women's Business Directory: <https://www.nwac.ca/womens-business-directory/>

Identifying Indigenous Employment Opportunities

Industry respondents may wish to contact Employment and Social Development Canada (ESDC) to learn more about their Indigenous Labour Programs that may help support the Indigenous Participation Plan. ESDC's Indigenous Skills and Employment Training Program is designed to help Indigenous people improve their skills and find employment, visit their website for more information:

<https://www.canada.ca/en/employment-social-development/programs/indigenous-skills-employment-training.html>

In addition to ESDC, there are numerous provincial and non-profit Indigenous employment and skills development programs. For more information contact: indigenousprocurement@canada.ca

Definitions related the Indigenous Participation Plan

The IPP compliments the objectives of the Procurement Strategy for Indigenous Business (PSIB), which was established to increase Indigenous businesses development through the federal government procurement process. The PSIB is a federal policy that reserves, or "sets-aside" certain contracts exclusively for competition among Indigenous businesses where capacity exists. The WES Interim ISS SSC requirement is not a set aside for Indigenous businesses under the PSIB, but would contain an IPP to encourage contracting with Indigenous suppliers, as well as other measures to help close socio-economic gaps. For more information on PSIB, visit: Chapter 9.40 of the Supply Manual version 2023-2 - Procurement Information on Buyandsell.gc.ca.

The following definitions are based on the PSIB policy, which uses the term 'Aboriginal', which now should be interpreted as 'Indigenous', for the purposes of this RFI.

Aboriginal Firm - "Aboriginal firm" means an entity which complies with the criteria set out in the PSAB. According to the PSAB, "Aboriginal firms" include sole proprietorships, limited companies, co-operatives, partnerships, or not-for-profit organizations. To be considered an Aboriginal business, a firm must meet the following criteria:

- (1) At least 51 percent of the firm is owned and controlled by Aboriginal people; and,
- (2) At least one third of the firm's employees, if it has six or more full-time staff, are Aboriginal. If a firm is starting a joint venture or consortium, at least 51 percent of the joint venture or consortium must be controlled and owned by an Aboriginal business or businesses, as defined above.

Aboriginal Person - An Aboriginal person is defined as a Status or Non-Status Indian, Metis or Inuit person who is a Canadian citizen and resident in Canada.

Aboriginal Content - "Aboriginal content" refers to the amount (e.g. dollar value or percentage of total value) of Aboriginal participation that will be created through this project. Aboriginal participation will include both labour force participation (i.e. value of salary and non-salary committed to employment and development of Aboriginal people), business participation (i.e. value of contracts awarded to Aboriginal subcontractors) and other measures.