



**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**

Defence Communications Division. (QD)

11 Laurier St./11, rue Laurier

Place du Portage, Phase III, 8C2

Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> CAF UAS Service/Services UAS FAC	
<b>Solicitation No. - N° de l'invitation</b> W8482-178758/C	<b>Amendment No. - N° modif.</b> 008
<b>Client Reference No. - N° de référence du client</b> W8482-178758	<b>Date</b> 2018-08-13
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QD-017-26896	
<b>File No. - N° de dossier</b> 017qd.W8482-178758	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-09-17</b>	<b>Time Zone Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Anand, Ricky	<b>Buyer Id - Id de l'acheteur</b> 017qd
<b>Telephone No. - N° de téléphone</b> (819) 420-1755 ( )	<b>FAX No. - N° de FAX</b> (819) 953-4510
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur</b>	
<b>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)</b>	
<b>Signature</b>	<b>Date</b>

**Notice: Mr. Ricky Anand, the Contracting Authority for this RFP will be on vacation from 20<sup>th</sup> to 31<sup>st</sup> August 2018. In his absence, please send questions to Mr. Danish Hussain at [Danish.Hussain@pwgsc.gc.ca](mailto:Danish.Hussain@pwgsc.gc.ca) with a copy marked to the Contracting Authority. His telephone number is 819-420-4093.**

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**The purpose of this amendment is to:**

1. Modify RFP Terms and Conditions Part 3.
2. Modify Appendix B4 – Contractor's Personnel Accompanying CAF on Missions.
3. Modify Annex G – Technical Bid Evaluation Criteria.
4. Provide answers to Bidders' questions.

**The following shall form part of the RFP:**

1. **Under RFP Terms and Conditions, Article 4.12 of Part 3 – Bid Preparation Instructions**

**Delete** in its entirety.

**Insert** the following wording in lieu:

Bidders must submit unit prices for **UAS Operator Training Courses for the Firm and Optional Periods of the contact**. There will be two Operator Training Courses required per year **during the Firm period of the contract**. Courses for the **Optional Periods** may be exercised upon an "as and when" requested basis.

2. **In Appendix B4, Under Paragraph 1.3.1**

**Delete** in its entirety.

**Insert** the following wording in lieu:

**Contractor personnel** – employees of the Contractor or employees of a sub-Contractor to the Contractor. These personnel may be Canadian Citizens or permanent residents of Canada.

3. **In Annex G, Under Appendix G2 – AW-M1, AW-M2**

**And**

**In Annex G, Under Appendix G5 - AW-R1 and AW-R2**

**Delete**

"other than Canada" from the current wording.

**All other terms and conditions of the RFP remain unchanged.**

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**Bidders' Questions Received as of July 10<sup>th</sup> 2018.**

- Q1. Appendix B2, AW-001, AW-012, AW003 and AW-005: The schedule for first submission disagrees with requirements listed in Annex G, Appendix G2 which specifies draft versions are to be submitted with the bid. As a result please confirm that should drafts be required with the bid that these can be in contractors existing format and not necessarily covering all of the requirements of the DID's. It is further noted that according to Appendix B2, only DID AW-001 is required soon after contract award, the others not being required until 4 or 5 MACA.
- A1. Contractors format is acceptable for draft, however the draft version provided with bid, needs to address all requirements of the DID. You are correct, and your note reflects the CDRL in its current form.
- Q2. Annex G, SOW-R1: The description includes a reference to "prime contractor". According to RFP Part 4, 1.4 "Proven Experience" is not limited to prime contractor but includes the experience from the Bidder or from any other members of Bidder's Team. Bidder's Team includes its subcontractors identified in the technical bid and may also include, the parent, subsidiaries or other affiliates of the Bidder. In order to remove confusion, please remove the reference to prime contractor in SOW-R1 and replace with a reference to Part 4, Article 1.4 of the RFP. It should also be noted that at the time of the bid there can be no prime contractor as no contract has been awarded.
- A2. In Annex G, Appendix G4, item R1, the description includes a reference to "prime contractor". As this is for proven experience, Bidders are to provide example(s) of having experience of being the prime contractor in the management of successfully fielded aeronautical equipment of similar or greater complexity to the scope of work as detailed in the SOW and SPS. RFP, Part 4 - Para 1.4 is a definition that describes those entities that can be considered as being part of the Bidder's Team. The specific evaluation criteria is to identify if the experience to be provided in the bid is to be from the Bidder or Bidder's Team. This is also indicated in RFP Part 3 - Para 3.3 on how Bidders are to provide Proof of Compliance.
- Q3. **Reference Annex I, 4.1.1**
- For the Direct work evaluation, can you please confirm that the bidder is scored on Commitments *exceeding* 40%, i.e. if a bidder makes a Total Commitment of 42%, they will be scored on a Commitment of 2%?
- A3. That is correct. To earn Value proposition points for the Direct Pillar Bidder's commitment will only be scored over the 40% minimum mandatory direct requirement.
- Q4. **Reference Annex D - Basis of Payment, Proposal Price Calculation**
- The basis of payment table for "Installation, Pre-Deployment and Post-Deployment work" has cells to be completed for six rows of Assignment type for all three initial years which totals the equivalent of eighteen assignments. Is this correct?
- A4. No, six rows are for Six Firm Assignments and Six Optional Assignments but there are three different types of Assignments identified in each period of the contract, i.e. Initial period and the Option Periods. Since Canada will only be able to confirm the stream and type of the

Assignments after the contract award, specifically when the Task Authorization will be issued, Firm Prices for three types of Assignments are being sought from bidders such that applicable proposed price may be utilized at the time of task authorization.

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**Bidders' Questions Received as of July 16<sup>th</sup> 2018**

**Q5. Reference Annex C - SPS Paragraph 7.1 - 7.6**

Do we need to have sufficient payload equipment to support 3 concurrent assignments for each and every payload (AIS, SAR, SIP, LTD, COMINT, Comms Relay, Rover datalink.)?

A5. As stated in the SOW at para 4.1.5, The Contractor must be able to support three (3) concurrent Assignments at any given time. Also at 4.1.2, the CAF UAS Services must be delivered using an UAS as specified in Annex C – System Performance Specification (SPS). Therefore, yes, there is a requirement to support three (3) concurrent assignments, which would require 3 UAS.

**Q6. Reference Annex C - SPS Paragraph 2.9**

If we are proposing a heavy fuel UA, do all our UAs have to be heavy fuel from the outset for each and every Assignment for the duration of the contract?

A6. If a bidder is proposing a heavy fuel UA, then the bidder must provide the same solution for all Assignments.

**Q7. Reference Annex C - SPS Paragraph 2.10**

Can we propose a mixed fleet (different types) of UAs? If so, would all the UAs need to comply with all the mandatory requirements?

A7. Canada requires one type of UAS which meets all mandatory requirements. However, bidders may submit two separate bids with two different types of UASs.

**Q8. Reference Annex D - Basis of Payment, Proposal Price Calculation Reference**

Further to your response A4 in response to Question 4, can you please confirm that, for the purposes of evaluation, the Total Proposal Price will be for the total of 18 assignments? (If so, it may make it difficult for bidders to amortise costs over the number of assignments - as the number of assignments will differ for evaluation purposes compared with number of assignments that will actually be contracted.)

A8. In Assignment Phases Work worksheet, Bidders must provide prices for the firm period of the contract (2019 to 2021) and for all Firm and Optional Assignments as listed. The prices for all Assignments are necessary for the purpose of financial bid evaluation.

The totals pertaining to all Assignments will be collected under Column F, which will then be brought forward into Column C of the Total Proposal Price worksheet to determine the Total

Proposal Price. This is essential because all mandatory pricing information required by Annex D must be evaluated, and it must be evaluated objectively to determine the Total Proposal Price.

**Q9. Reference Annex C - SPS - Para 13.13:**

- a. Requirement stipulates that the solutions “should use a STANAG 7085 compliant data link”. Since this requirement does not explicitly call for the inclusion of such a link, can we expect that the data link itself will be provided as GFE?

A9a. As part of the UAS, a data link is required to be supplied by the Contractor.

- b. It is our understanding that the three variants of STANAG 7085 Tactical Control Datalinks (TCDL), each from Harris, L3 and Cubic, are not fully interoperable between those variants. Can DND identify which variant of 7085 will be required to be integrated?

A9b. Bidders are free to choose whichever data link they prefer as long as it meets the mandatory requirements in the RFP.

- c. Does “use” imply 100% implementation of the STANAG 7085 standard or is there a core sub-set of functionality that is required by DND?

A9c. There is no core sub-set of functionality that is required.

**Q10. Reference Annex C - SPS Para 4.3.5**

The UAS must operate in precipitation of up to 1.4 mm per minute." We believe this should read 1.4mm per HOUR, not minute. Please confirm.

A10. The requirement is correct and remains unchanged at 1.4mm per minute.

**Q11. Reference RFP Terms and Conditions, Part 4, 4.5 Technical Bid Evaluation - Rated Requirements (Page 21)**

Should this read 'Mandatory' rather than 'Rated' Technical Criteria? Please clarify.

A11. The Phased Bid Compliance Process shall apply to Mandatory and Rated Requirements as noted in paragraph 3.5 and 4.5 of Part 4.

**Q12. Reference RFP Part 7A, Article 7.1 – Supplemental General Conditions 4007:**

We believe there is a fundamental inconsistency in the RFP concerning Intellectual Property (IP) and the ability to use this IP to generate export sales as required by the ITBs terms and conditions. It is noted that the RFP deals with a service, not an acquisition of equipment. Therefore we request that you restrict application of the IP terms in 4007 to apply only to that involving the IP (copyright) flowing from the data and information collected as a result of performing the service.

A12. **Reference: Supplemental General Conditions 4007 - Canada to Own Intellectual Property Rights in Foreground Information**. Foreground Information means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work. Work means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

Under this contract, the above noted conditions shall apply to the IP right in Foreground Information and shall not apply to any acquisition of equipment. It should be noted that it is mainly a Services contract, and no equipment will be bought under this contract. Therefore the ISTAR data produced as part of the Work under this contract shall belong to Canada. Supplemental General Conditions 4007 shall not apply to any IP Rights in any Background information and thus its application is restricted to only Foreground Information automatically.

Further, the intent of generating export sales as required by the ITB/VP Terms and Conditions pertain to the Background information and these conditions do not apply to the Foreground Information that will be produced under any resulting contract. There is no intention to limit the contractor's ability to export.

Q13. **Reference Annex H, Article 6.2**

The RFP requires submission of an export strategy. One requirement for this is ownership/access to the Intellectual Property rights. Herein there is a conflict with Canada's rights in 4007. Please see related question below.

A13. The requirement of the Export Strategy pertains to the Background Information that the Contractor must have ownership/access to generate export markets as required by the ITBs terms and conditions. It should be noted that Supplemental General Conditions 4007 have been incorporated for the IP Rights in the Foreground Information only.

Q14. **Reference Annex H, Para 6.2.1**

The RFP requires bidders to make commitments or identify anticipated transactions for export sales. It must be noted that the firm contract period is only three years. We are concerned that this requirement may favour certain bidders. It is unfair to ask bidders to commit to successfully making export sales for two reasons:

- 1) It takes time to market and qualify opportunities; and
- 2) It is beyond the control of bidders whether a customer will buy the bidders service/equipment. We respectfully request that should export remain a rated requirement that the rating be based on the quality of the bidders export plan.

This has been the method used on other RFP's. Alternatively we request removal of the rating on export and re-allocate the point scoring to Direct and Supplier Development.

A14. Bidders should note that this is not a Mandatory but a Rated Requirement. While it is possible that some bidders may be in a better position than others to identify export opportunities early that meet all eligibility requirements under the ITB Policy, including causality, it should be noted that all potential bidders will need to balance the risks identified above in making contractual commitments to Canada.

**Q15. Reference: Annex I, Para 4.1.1**

Please clarify what is included in Bidders Commitment, which is the nominator in the formula. For example, if the commitment is 50% (specified in dollars), for the purpose of the formula, is the nominator 10% or 50% (i.e. does the nominator include or not include the minimum 40%)?

**A15. If the Bidder is successful, they will be held to the total commitments included in their bid.**

To earn Value Proposition (VP) points, the bidder will be scored against their commitments above any minimum mandatory requirements.

For example if the Bidder's Direct commitment is 50%, they will have met the minimum mandatory requirement of 40%, and the remaining 10% will be used to score their VP Direct commitment. Therefore, for the purpose of the formula the nominator will be 10%.

The formula in Annex I: Bidder instructions will be adjusted to clearly show how it will be calculated and it will be included in the next amendment.

**Q16. Reference: Part 7B ITB Terms and Conditions, 1.1.1 and 3.1.2**

With reference to the Achievement Period, Effective Date of Contract and IF Transaction obligations: With a firm contract of only 3 years, the current Achievement Period of 5 years (e.g. 3 year contract + 2 years after final payment) would give a Bidder insufficient time to meet the ITB obligations and recognise the benefits of an IF Transaction which has to have a minimum duration of 5 years as described in 7.3.4.1. We request the duration of an IF Transaction to be reduced to a minimum of 3 years.

**A16. The objective of an Investment Framework transactions is to foster long lasting partnerships between Prime contractors and SMEs, which typically requires time to develop in accordance with the timelines for credit award associated to this type of investment.**

The current structure encourages bidders to make investments early to meet the minimum 5 year investments. However, should an IF investments be made after contract award the bidder, once the full obligation is achieved and the contract is closed, may have the opportunity to bank overachievements from IF transactions for use on future projects.

**Q17. Reference: Part 7B ITB Terms and Conditions, 1.1.32**

The definition of Tier One Suppliers is focussed on companies providing/maintaining equipment, without explicit consideration of companies who provide other services. Can you please clarify whether Tier One Suppliers includes companies who perform major elements of services for the Contractor (e.g. operate the UAS, deliver training, support services etc.) and procured under this Contract?

**A17. Tier One suppliers includes companies that perform any type of work, including services directly related to the procurement.**

Questions Received as of 19<sup>th</sup> July 2018

**Q18. Reference Annex C, 2.11**

Please confirm that according to Appendix B5, Para 1.11, should we wish to propose a UAS that will not operate on heavy fuel that we should include the cost of fuel in our proposal?

A18. Yes, if the proposed UAS does not operate on NATO F76 or NATO F44, the cost of fuel must be included.

**Q19. Reference Annex C, 92:**

Please clarify what is meant by “separate stand-alone-operator deployable system”? Could this for example mean a laptop computer provided as GFE or by the Contractor?

A19. The requirement cannot be clarified any further, with the exception that the training simulator must be provided by the contractor, none of it is Government Furnished Equipment.

**Q20. Reference Annex D, Hourly Flight Rates table**

Please clarify the meaning in the heading in Column B “Twelve Assignments” in the Hourly Flight Rates worksheet since the sum for item 1 only assumes 6 assignments and item 2 refers to extended time during an assignment?

A20. Twelve Assignments signify six Firm and six Optional Assignments, however, to eliminate confusion, the name of the heading in Column B is changed to Firm and Optional Assignments. Proposed Rates will be applicable for the Firm and Optional Assignments during the initial period of the resulting contract and the Optional Period of the resulting contract. Rates of the Optional Flight Hours will be applied during an extension of an Assignment, if applicable.

**Q21. Reference Annex B, Article 10:**

It is noted that Annex D, does not include any field for the bidder to propose their mark-up percentage on laid down cost for material or subcontracts. It is noted that the term “markup” is included in Annex D, Item 01, 1.3 while Item 10 provides information about labour only. Since AWR’s may include material and services that do not only consist of labour will a field for markup be added to Annex D or will this be negotiated for each and every AWR?

Please provide an estimate for the percentage of assignments that are anticipated to be land based?

A21. Correct, Mark-up will be negotiated with the Contractor after the contract award which will be applicable for the term of the contract.

This information is not known at this stage and therefore cannot be provided to bidders. Canada will only be able to provide this information at the time Assignments will be authorized. In order for



Canada to reserve complete flexibility in choosing the stream and type of Assignments, this information could not be included in the RFP.

**Q22. Reference Annex B – Statement of Work, Under Sub-paragraph 3.2.2.5**

Please can you provide STANAG 4370, Environmental Testing?

A22. STANAGs are not DND managed documents. It is the responsibility of the bidders to obtain them as they are normally available in the public domain.

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**Questions Received as of 23<sup>rd</sup> July 2018**

**Q23. Reference Annex C – SPS Para 4.3.5: “The UAS must operate in precipitation of up to 1.4 mm per minute.”**

We believe this should read 1.4mm per HOUR or a lower per minute numerical value as 1.4mm per minute of rain would equate to a UAS system being operated in violent rain rates when extrapolated over the course of an hour, as classified by most meteorological institutions, for an undetermined period of time. Additionally, other severe meteorological conditions normally accompany these rainfall rates (wind, intense up/down drafts, lightning, etc.) that no small UAS can reasonably be expected to survive. This requirement will force a no-bid decision.

A23. The rainfall requirement of Annex C – SPS, Para 4.3.5, ensures the UA can safely return to the launch and recovery area if in the event, during a sortie, an unstable air-mass develops. The requirement is not intended to be 1.4mm per minute of rainfall sustained over the duration of a sortie.

As UAs have not generally been tested/qualified to meet specific standards (e.g. STANAG, MIL-STD, etc.), this requirement avoids stating specific standards, which if included, may contain specific test procedures, such as duration, droplet size, etc. Please note that there is no testing requirement at the bid evaluation stage of the RFP.

Considering the feedback provided by industry, requirement at Annex C- SPS, 4.3.5 has been modified which will eliminate industry concerns.

**Q24: Reference Annex C – SPS Para 2.1, 2.9, 7.1.1**

Please provide the planned usage per month in percentages for each of the required sensors (EO/IR/SAR/AIS). If possible, please also provide the expected distribution between day time and night time sorties.

A24. AIS is 100% when in the maritime domain. EO/IR is 50%, and SAR is 50% when in the maritime and over-land domain. We are unable to provide expected distribution between day time and night time sorties.

**Q25. Reference Annex C – SPS Para 4.3.5: “The UAS must operate in precipitation of up to 1.4 mm per minute is 0.055 inches per min or 3.3 inches per hour.”**

Heavy rain is defined in aviation terms (ICAO and CANADA) as 7.62 mm per hour or 0.127 mm per minute. This requirement seems to be a factor of 10 times greater from what general aviation considers heavy rain.

When we consider conducting ISR operations, even in heavy rain of 0.127 mm per minute rain, **the EO/IR payload will be blinded by the rain and the operation will not be effective.**

It might help to understand where this requirement originated? It seems out of step with the other requirements for sea state and wind speeds which are relatively light. **This figure is also 70% greater than what ICAO considers violent rain conditions for aviation.**

A25. Please see answer to question 23.

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**Questions Received as of 25<sup>th</sup> July 2018**

**Q26. RFP Terms and Conditions Part 3, Section III 4.1 and Annex D - Basis of Payment and Financial Bid Evaluation, Start-Up Cost**

States that 'Total start-up cost must not be greater than ten percent of the total proposal price.' Bidders are likely to be purchasing equipment that will be much greater than 10 percent. So the cap seems unreasonably low considering the amount of UAS and systems required to cover three concurrent assignments and the start-up is such a critical stage of the project. Would a higher cap be considered? If not, where does Canada expect the start-up costs (over the cap %) to be included instead?

A26. Start-up Cost with 10% ceiling is part of the approved procurement strategy and thus higher cap cannot be considered. If bidder's total estimated start-up cost is greater than 10% cap then it should be captured somewhere else in the Financial Proposal. Bidders should determine where in the proposal rest of the start-up cost should be captured.

**Q27. Reference Annex C, Paragraph 2.11**

If the proposed UAS does not operate on NATO F76 or F44 fuel, should bidders also include costs for fuel containers and storage?

A27. Yes, as bidders are required to provide the fuel (if not NATO F76 or F44), bidders will be required to store the fuel containers at their facility. However, once on an Assignment, Canada will provide the storage for the fuel containers, provided by the contractor.

**Q28. Reference Annex C, Paragraph 4.3.5**

We understand the heavy rainfall requirement will not be tested at bid evaluation. Will it be required for acceptance testing or in the life of the contract? And whose responsibility for loss would it be in the event the UAS failed due to heavy rain/ extreme weather conditions beyond this measure?

A28. Yes. As described in Data Item Description SE-003 (Acceptance Test Plan), the Acceptance Test Plan must include a description of documentation review, analysis, inspection, demonstrations, and testing as Authorized by Canada to conclusively qualify the UAS design in accordance with the environmental conditions of the SPS.

Please refer to Annex D – Basis of Payment, Item 14 to 16. Also, see Article 23 – Risk of Loss in the RFP Terms and Conditions document.

Q29. **Reference Annex D - Basis of Payment, Item 9**

What are the deliverables for the Deployment Phase this refers to?

A29. The Contractor will be paid for the Field Service Representatives (FSRs) deployed with CAF on missions in accordance with the Basis of Payment - Item 9.

Deliverables for the Deployment Phase for the deployed Operators, Maintainers, defined as Deployed FSRs, is to operate and maintain the Unmanned Aircraft System as defined in the SOW at Sub- Paragraph 4.2.4.

Q30. **Reference Annex D - Basis of Payment, Item 9**

When do the FSR rates (in Table 7 – Daily Per-Person Rates for Deployed Field Service Representatives) become payable?

**In SOW reference 4.2.2.5 it states that ‘1050 flight hours will begin to be logged during this phase of the assignment.’** Therefore it seems reasonable to assume that is during the installation phase as this is when flight hours start to accumulate. Please confirm.

A30. FSR rates in Table 7 will be paid upon the Contractor satisfactorily delivering the Work for the Deployment Phase of each Assignment.

There will be flight hours required for Harbor and Sea trials during the Installation Phase. The 1050 flight hours will start to accumulate in the Installation Phase and continue until and during the Deployment Phase. These flight hours will accumulate only for the purpose of logging progress towards the delivery of the firm 1050 hours for each assignment. During the Deployment phase, the Optional Flight Hours may only be exercised after the 1050 firm hours have been expended.

Flight hours that will occur during the Installation phase will be paid through the firm fixed price for the Installation Phase Work in accordance with Annex D – Item 05. However, flight hours that will occur during the Deployment Phase will be paid in accordance with Annex D – Item 08, Hourly Flight Rates. During the Deployment Phase, the Contractor will be paid daily per-person rates for the Deployed FSRs in accordance with Annex D – Item 09.

Similarly, all Work performed during the Pre-deployment Phase will be paid in accordance with Annex D – Item 6, Pre-Deployment Phase Work.

Q31. **Reference Annex B1, Para 1.5**

Do customer or company funded demos or trials count as 'in service'?

A31. No, demos or trials are not considered to be in-service.

**Q32. Reference Annex G, Appendix G5 - AW-R1**

Do copies of flight permits for UAS operations suffice for certifying this requirement (instead of 'letters')?

A32. No. Letters from past clients are different from providing details on flight permit(s)/certification(s).

**Q33. Reference Annex G Appendix G6, SPS-R19**

Is the requirement to be able to communicate from the GCS (or system connected to the GCS) with ground elements that are within range of the UA and who are using UHF/VHF radios; OR, is it required to provide an airborne relay node that enables two ground elements using UHF/VHF radios to communicate with each other via the UA?



A33. The requirement is to relay VHF and UHF radio broadcasts to ground elements within range. This means that VHF and UHF broadcasts can be passed to other elements within range of the UA. It is not intended to be VHF and UHF broadcasts from the GCS to the ground element.

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**Questions Received as of 27<sup>th</sup> July 2018**

**Q34. Reference Annex H - Bidders Instructions ITB, Para 5.8.7.4**

a. How and why credit multipliers and future sales achievements will not be evaluated?

A34a. Credit multipliers and future sales achievements are not taken into consideration at bid time as it is not possible to accurately validate or verify actual achievements resulting from these activities. The value of the investment is used to ensure comparable analysis of different transaction types.

b. How if these are not evaluated, this fits into meeting the mandatory ITB obligations and scoring against the ITB categories? Our understanding of this is that, for instance, if a contractor commits to a \$1m R&D investment with a multiplier of 7x, they are only evaluated on a commitment of \$1m, not the multiplied commitment of \$7m. If so, this will make it difficult for the contractor to meet the mandatory ITB obligations and scoring?

A34b. Should these types of transactions be deemed eligible at bid evaluation time, the resulting contract will include the multiplied values and/or committed future sales achievements. As such,

this approach to scoring VP points in no way limits the contractor's ability to meet the mandatory ITB obligation.

**Q35. Reference RFP Terms and Conditions, Part 3, Para. 2. Section I: Technical Proposal, Sub-para 3.2**

States that Only Requirements that are contained in Annex G will be evaluated against the evaluation criteria specified therein to deem compliance.” The RFP contains numerous references to “mandatory requirements” which are not included in Annex G. Please clarify if “mandatory requirements” which are NOT included in Annex G will be evaluated as part of the Evaluation Procedures or Basis of Selection and if so how?

**A35. Mandatory requirements which are not included in Annex G will not be evaluated as part of the basis of selection but the Contractor must satisfy these requirements after the Contract award.**

**Q36.** The transmittal letter included with the technical disc states that the data is not to be copied. Is it permissible to print copies and certify destruction concurrent with the return of the disc?

**A36. It is permissible to print copies and certify destruction concurrent with the return of the disc.**

**Q37. Reference System Performance Specification – sub-paragraphs 2.2 and 2.3 - UA Endurance**

The reference to International Standard Atmosphere in Annex C, item 2.2 and 2.3 is insufficient without specifying altitude.

Given that the fundamental purpose of the project is to gather surveillance data, it would be appropriate to permit any working altitude at which useful data can be derived and where the UA will not be acoustically detected. Therefore we respectfully suggest that the wording of items 2.2 and 2.3 be changed as follows:

2.2 The UA must have an endurance of five (5) hours of flight, while carrying the Standard Imaging Payload (SIP), Automatic Identification System (AIS), and Synthetic Aperture Radar (SAR) payloads at acoustically non-detectable altitude.

2.3 The UA should have an endurance of more than five (5) hours of flight, while carrying the SIP, AIS, and SAR payloads at acoustically non-detectable altitude.

**A37. The SPS does not need to be modified at 2.2 and 2.3 as recommended, as the requirement at 7.1.8 allows the bidders to fly the UA at any altitude where it will not be acoustically detected and the Standard Imaging Payload will provide NIIRS quality imaging as specified in the SPS.**

**Q38. Reference Appendix B3, DID SE-003 - Acceptance Test Plan**

The referenced DID currently lists a wide variety of methods which the Contractor may propose, but that Canada must accept, to demonstrate compliance to the SPS. The cost and schedule

impact difference between the quickest and least expensive (providing existing documentation) and the lengthiest and costliest of these requirements (testing) will be very significant. The selection of the methods will be solely determined by Canada. Thus no bidder is currently capable of anticipating the cost and schedule for Acceptance Testing.

- A38. In addition to what was published under Question 28, Canada does not intend to prescribe the methods to be used in the Acceptance Test Plan (ATP). The Bidders have full discretion in deciding which methods should be employed to demonstrate compliance. Please note, the ATP is to be delivered to Canada, 2 months after contract award and therefore the ATP is not part of the bid evaluation.

Having explained that, after the contract award, Canada will review the submitted ATP and ensure the Contractor has substantively addressed all SOW and SPS items via its bid submission. If Canada deems that the test methods included in the ATP necessitates the Contractor to provide further information based on conducted tests, analysis, inspections, and/or demonstrations results, Canada will seek further proof of compliance from the Contractor to substantiate compliance with the requirements.

Canada will not require re-testing of any tests which have been previously performed and properly substantiated by the contractor.

- Q39. Reference Annex Annex G, Appendix G5 Item Number AW- R1**

Flight permits are in the official language from the country of origin. Can Canada confirm they will accept these and translate non-English or French as required for their meaning? (Or if a translation by the bidder of the salient paragraphs will be accepted.)

- A39. Confirmed. For the purpose of bid evaluation, Canada will accept flight permits in the official language of the country/countries.

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#### Questions Received as of 2<sup>nd</sup> August 2018

- Q40. Reference Bidder Instructions Part 7A – Resulting Contract Clauses**

Please confirm that all references to NATO SECRET are incorrect. Instead the requirement 1.1 should read Canada SECRET for both the Facility Security Clearance and Personnel Clearances in so as to align with the SRCL.

Also, please confirm that the correct interpretation of Amendment 3 is that that dual-nationals (CAN/US) or a national of the US holding Canadian permanent residence are acceptable, provided said individual obtains a Canadian Secret clearance.

- A40. Bidders are advised to get in touch with Canadian Industrial Security Directorate (CISD) to seek clarifications. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website”.

Also, please refer to RFP Part 1, Article 3 – Security Requirements.

**Q41. Reference Annex D - Basis of Payment, Item 03 – Start-Up Cost – Milestone Payments**

Will the contractor receive milestone payments from the Start-up cost table associated with each and every parallel assignment? E.g. If Assignment 2 runs in parallel with Assignment 1, will the contractor receive payment associated with Start-up cost milestones: 1, 3, and 4 for Assignment 2.

If this is the case then please confirm that for determining the Minimum Contract Value, that the Start-up Cost table (milestones 1,3,4) will be multiplied by three (3) to capture the fact that there the contractor should plan on having three simultaneous lines of activity.

Alternatively, if the Start-up costs are only associated with Assignment 1 it follows that bidders should plan on covering the cost of additional equipment purchases across Assignments 2-6.

A41. The Milestone payments for the Start-up cost will only be paid once by Canada. Bidders should plan on covering the cost of additional equipment purchases for all of the Assignments including Assignment Number 01, if the payable Start-up Cost falls short to cover the first Assignment.

The intent of these milestone payments is to extend one-time financial help to the contractor in the early phase of the contract award leading up to the first Assignment. The commencement of the monthly Program Management Fee will then kick-off right after the deployment phase of Assignment Number 1, which will ensure a steady stream of financial support to the contractor throughout the contract period. The program management fee will come into force on the first day of deployment phase of Assignment Number 01. These one-time milestone payments will have been fully paid off by then.

**Q42. Reference Annex C and Annex G**

a. Confirm that as per SPS-R13 & SPS 7.1.5 for EO and SPS-R15 & SPS 7.1.7 for IR (for the SIP configuration), that these requirements also applies when the SIP includes the LTD. Specifically, that 4 points will be provided for NIIRS 8 in EO, and 4 points will be provided for NIIRS 7 in IR if the EO/IR turret includes an LTD.

A42a. No, there are no equivalent ratings if the LTD exceeds the NIIRS 7 EO and NIIRS 5 IR performance as scored with the SIP. To do so would artificially inflate the scoring for providing a LTD payload. The rating for evaluation is the provision of the LTD with the minimum performance of NIIRS 7 EO and NIIRS 5 IR.

b. Confirm that SPS-19 should align with SPS 7.5.1 and 7.5.2 and 7.5.3, such that all three requirements must be met in order to score the 6 points.

A42b. No, see explanation above, 7.5.3 requirement is a SHOULD whereas 7.5.1 and 7.5.2 requirements are MUST if the Communications Relay Payload is included.

c. SPS-R13 vs Annex C requirements 7.2.1.5 include the word “should” meaning these are rated requirements and as such they should appear in Annex G with points associated with them.

- A42c. The rated requirement is the provision of the LTD with the minimum EO specification of NIIRS 7. The inclusion of a rated scale would artificially weight the optional requirement with a double scoring and artificially inflate the provision of the LTD.
- d. SPS-R15 vs Annex C requirement 7.2.1.7 include the word “should” meaning these are rated requirements and as such they should appear in Annex G with points associated with them.
- A42d. The rated requirement is the provision of the LTD with the minimum IR specification of NIIRS 5. The inclusion of a rated scale would artificially weight the optional requirement with a double scoring and artificially inflate the provision of the LTD.
- e. SPS-R19 vs. Annex C requirements only covers 7.5.1 and 7.5.2 but omits 7.5.3.
- A42.e There is no reference to 7.5.3 because it is a “should” requirement, whereas 7.5.1 and 7.5.2 are “must” requirements if the Communications Relay Payload is provided. Section 7.5.3 is not rated because to do so would be to double score a single requirement.

**Q43. Reference Annex B5 - Government Furnished Resources**

Please confirm that the Government of Canada is responsible for the radios to communicate with Air Traffic Control, and confirm that DND will be responsible for ATC communications.

Please confirm that the Government of Canada will provide approved radios for communications between team-members onboard the ship. Or alternatively please identify any restrictions with bringing hand-held radios onboard the ship.

- A43. Canada will be responsible for ATC communications. Communications equipment between team-members onboard ship will be provided by Canada. Canada will not permit contractor supplied hand-held radios or equipment.

**Q44. Reference Amendment 004, Q5 & Q7**

Please confirm that if we offer additional capabilities (above the mandatory baseline: AIS, SAR, SIP), then these additional capabilities (LTD, COMINT, Comms Relay, Rover datalink) must be carried by the same UA at the same time as the mandatory payloads, and this UA must still meet all the mandatory items in the SPS.

- A44. Canada requires a single UA that carries the mandatory payloads SIP (Annex C, Para 7.1), AIS (Annex C Para 7.3) and SAR (Annex C Para 7.4). The exception is a LTD Imaging Payload (Annex C Para 7.2), if a UA includes a LTD, the LTD payload will replace the SIP payload.

The Communications Relay (Annex C, Para 7.5) and Communications Intercept (Annex C Para 7.6) payloads must be carried the UA at all times in conjunction with the AIS, SAR, and SIP or LTD payloads.

**Q45. Reference RFP Part 6 Article 11.1.3.e Minimum Contract Value (Total Estimated Contract Cost) at the contract award stage:**



Item i. refers to the total proposed amount of the start-up cost. Is this the capped 10% start-up cost value as recorded in the Annex D pricing tables or the true start-up cost?

A45. It is the proposed Start-up Cost capped at 10% of the Total Proposal Price which needs be submitted via Annex D.

**Q46. Reference RFP, 11.1.3.e Page 33**

Item ii. Program Management Fees are payable from the start of the deployment phase of Assignment 1. Given that the assignment schedule is unknown at this time, how should bidders calculate this element of minimum contract value in our financial models?

A46. Considering the first Assignment kick-off date should coincide with Initial Operational Capability (IOC) date in June 2019, the commencement of the monthly Program Management Fee is scheduled to kick-off right after the deployment phase of Assignment Number 1 will come into force.

If we assume that the resulting contract award date is 21<sup>st</sup> December 2018. The Contract period will be from 21<sup>st</sup> December 2018 to 21<sup>st</sup> December 2021 excluding Option Periods. However, since the IOC delivery date is June 2019, therefore Program Management Fee will kick-off in couple of months' time after all the phases prior to Deployment Phase have been delivered and Assignment 1 is deployed.

**Q47. Reference RFP, 11.1.3.e Page 33**

Item iii, iv and v. As previously clarified Canada will use for the purposes of proposal evaluation the price of 18 equivalent assignments, and specifically 9 prices for the 3 types of firm assignments across the initial 3 years. How will Canada determine which 6 of the possible 9 prices entries to include in the minimum contract value?

A47. Canada will select the least expensive price/s of the six firm assignments to calculate the Estimated Contract Cost. Canada will revise the Estimated Contract Cost upon issuance of the Assignments during the contract period.

**Q48. Reference RFP, 11.1.3.e Page 33**

Item vii. How will Canada translate the FSR prices per assignment type per year provided in Annex D in to an assumed set of 6 assignments and what assumption will be made as to the duration of these assumed assignments?

A48. Deployment days per Assignment is approximately 183 days (Multiplication Factor in the Annex D – Financial Bid Evaluation shown in Column G) excluding any Assignment extension periods. The proposed price will be multiplied with six i.e. the number of six Firm Assignments.

**Q49. Annex D – Basis of Payment – Financial Bid Evaluation**

Can you confirm that the years referred to throughout Annex D are the financial years with the year stated being the starting year of the Financial Year? For Example 2019 is the year from 1st April 2019 to 1st April 2020?

- A49. The years referred in Annex D are neither financial nor calendar years. The contract period will depend upon the contract award date. Contract Period consisting of three years will be from contract award date (possibly in December 2018) until December 2021. If the contract award is delayed for any unforeseen reasons, the contract period will commence on the contract award date until three years have lapsed. The periods in the Basis of Payment will be adjusted in accordance with the actual contract period before the contract award. Please refer to Sub-paragraph 8.1.2 of RFP Part 7A for further clarification.

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### Questions Received as of 10<sup>th</sup> August 2018

Q50. **Reference question and answer number 31**

Please confirm that Canada's Answer 31 also applies to the same question - *Do customer or company funded demos or trials count as 'in service' or 'operational experience' – when considered in the context of Annex C Para 5.3.*

- A50. No, company funded demos or trials do not qualify as operational experience.

Q51. **Reference Appendix B4: Contractor's Personnel Accompanying the CAF on Missions**

*1.3.1 Contractor personnel – employees of the Contractor or employees of a sub-Contractor to the Contractor. These personnel may be Canadian Citizens, permanent residents of Canada, or expatriate foreign nationals.*

**Observation:** Definition of "Contractor Personnel" is unclear.

What is the definition of an expatriate foreign national?

- A foreign national who is living in Canada? (e.g./ a European living in Canada)
- An expatriate Canadian living in a foreign country? (e.g./ a Canadian living in Europe)
- An expatriate foreign national living in a foreign country? (e.g./ an American living in Europe)

Alternatively, please confirm that the requirement is for, Canadian citizens, Permanent Residents of Canada, dual nationals of the USA and Canada, or nationals of the USA who are Permanent Residents of Canada.

- A51. The requirement has been modified in the RFP to indicate Canadian Citizens or Permanent Residents of Canada. This removes unclear interpretations of the term expatriate foreign national. A Permanent Resident of Canada can be a foreign national from any country as long as he/she is deemed as a Permanent Resident of Canada by Immigration, Refugees and Citizenship Canada (IRCC).

**Q52. Reference Annex D – Basis of Payment, third table:**

Installation, Pre-deployment and Post-deployment Work Table: Please provide the formula to determine the Total Price at the bottom of the table. Does the sum constitute 18 assignments- i.e. 6 rows times three years?

A52. Correct, the sum includes 18 assignments. Since Canada is unable to determine the stream and type of the Assignments at the RFP stage, therefore all-encompassing pricing is being sought such that, after the contract award, appropriate pricing be applied at the time of Assignment authorization.

In Assignment Phases Work worksheet, Bidders must provide prices for the firm period of the contract (2019 to 2021) and for all Firm and Optional Assignments as listed. The prices for all Assignments are necessary for the purpose of financial bid evaluation.

The totals pertaining to all Assignments will be collected under Column F, which will then be brought forward into Column C of the Total Proposal Price worksheet to determine the Total Proposal Price. This is essential because all mandatory pricing information required by Annex D must be evaluated, and it must be evaluated objectively to determine the Total Proposal Price.

**Q53. Reference Annex C - SPS, Paragraph 3.9**

Please confirm that the entire area for storage and maintenance of the UAS is that area in the referenced Figure 1 that is 3774 mm wide by 9310 mm long with a triangular end?

A53. Yes, as written at Para 3.9, the UAS must be able to be stored in the space provided for in Figure 1. Figure 1 shows the Torpedo Magazine No. 1 which is the 3774 mm by 9310 mm with a triangular end.

**Q54. Reference Annex C - SPS, Figure 1**

The figure shows a 1118 mm wide by 1676 high door. Must the UAS fit through this door opening and is there a threshold at the bottom of the opening? Is there a direct route to the flight deck described in item 3.7 or are there encumbrances that must be considered?

A54. Yes, as written at Para 3.9, the UAS must be able to be stored in the space provided for in Figure 1. Figure 1 shows a door with dimensions of 1118 mm by 1676 mm. In order to store the UAS in that space, the Unmanned Aircraft must fit through this door. There is a threshold however it is removable. Please see the attached picture. There are few encumbrances on route to the hangar as can be seen in figure 1 provided in Annex C - System Performance Specifications such as a passageway to pass through, and subsequently to the flight deck, such as fixed tie down points in the hangar, and helicopter Beartrap tracks. Please refer to picture number 001 and 007 for additional clarity. The pictures were uploaded on BuyandSell as Attachments during the Draft RFP stage and they are still available on line under Draft RFP W8482-178758/B.

**Q55. Reference Annex D – Contract BOP and Annex D - Basis of Payment & Financial Bid Evaluation**

Which tables and items in Annex D should bidders include Travel and Living Expenses? Item 12 in Annex D - Basis of Payment states they should be included. However, Annex D, 'Training' states they should be excluded. Can you please clarify which worksheets in Annex D Travel and Living should be included?

A55. Bidders should account for the Travel and Living (T&L) Expenses for all Work, as applicable within the worksheets provided in Annex D - Basis of Payment and Financial Bid Evaluation. However, Bidders should not account for any T&L expenses pertaining to Training and Additional Work Requirements (AWRs) in their financial bids. It is because, work location/s for the delivery of training courses and AWRs will be determined after the contract award, therefore the cost of the T&L cannot be firmed up at the bid stage. Accordingly, the T&L expenses will be paid in accordance with Item 12 of the Annex D – Contract BOP.

Q56. **Reference Annex D – Basis of Payment, 'Hourly Flight Rates'**

At the end of the 9 month assignment, if Canada needs to extend it, which rate will apply - the optional or the firm?

A56. As per Item 8 – Hourly Flight Rates in Annex D - Contract BOP, during the extended period of the Assignment, the Contractor will be paid the Hourly Flight Rates proposed for the Optional 1000 Hours to perform the continued Assignment Work in relation to the Assignment extension. The Hourly Flight payments are not subject to any Holdback.