

**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 0A1 / Noyau 0A1  
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**  
Scientific, Medical and Photographic Division /  
Division de l'équipement scientifique, des produits  
photographiques et pharmaceutiques  
11 Laurier St./ 11 rue, Laurier  
6B1, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> FERROUS ORDNANCE LOCATORS	
<b>Solicitation No. - N° de l'invitation</b> W8476-112853/B	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> W8476-112853	<b>Date</b> 2012-10-09
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-938-61109	
<b>File No. - N° de dossier</b> pv938.W8476-112853	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-10-15</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes	
<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> Roy, Paul	<b>Buyer Id - Id de l'acheteur</b> pv938
<b>Telephone No. - N° de téléphone</b> (819) 956-6919 ( )	<b>FAX No. - N° de FAX</b> (819) 956-3814
<b>Destination - of Goods, Services, and Construction:</b> <b>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</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**This amendment to the Solicitation is raised in order to modify closing date of the solicitation and the payment of the resulting contract and to answer questions received up to September 28, 2012**

**At pages two (2) and page three (3) of solicitation : REMOVE IN IT'S ENTIRETY ALL LINE ITEMS**

### **At PART 3 - BID PREPARATION INSTRUCTIONS**

**Delete:**

#### **Section II: Financial Bid**

The bidder must quote firm lot prices the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Customs duties and Excise taxes must be included.

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable

**Replace with:**

#### **Section II: Financial Bid**

Bidders must submit their financial bid all inclusive of supply, training, manuals Delivery Duty Paid (DDP), Edmonton, Alberta, Incoterms 2000, in accordance with **Appendix "A" - Basis of Payment**. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

**DELETE IN IT'S ENTIRETY Part 7. Payment**

**REPLACE WITH:**

#### **Part 7. Payment**

##### **7.1 Basis of Payment - Firm Price**

1. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid a firm price of \$ to be filled in at contract award, for the Ferrous Ordnance Locators (FerOL) in accordance with the Basis of Payment. Goods and Services Tax or Harmonize Sales Tax extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation in the Work.

##### **7.2. Milestone Payments**

1. Canada will make milestone payments in accordance with the Milestones detailed in the **Appendix "A" Basis of Payment** and the payment provisions of the Contract, of the amount claimed and approved by Canada if:

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- (a) an accurate and complete claim for payment using the contractor's own form and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

**DELETE: Appendix "A" - BASIS OF PAYMENT IN IT'S ENTIRETY**

**REPLACE WITH:**

**Appendix "A"  
BASIS OF PAYMENT**

**Bidder's must fill in the prices for the following items, Goods and Services Tax or Harmonize Sales Tax extra, if applicable .**

Item	Description	Quantity	Lot Price/ per Unit Price
1	Ferrous Ordnance Locator with accessories and battery pack, hard and soft carry case	42	
2	25 m probe extension cable with drum for land, borehole and underwater surveying	42	
3	Initial Provisioning Guidance Conference (as per article 3.4.2.1)	1	
4	Provisioning Parts Breakdown (as per article 3.4.2.3)	LOT	
5	Supplementary Provisioning Technical Documentation (as per article 3.4.2.4)	LOT	
6	Initial Provisioning Conference (as per article 3.4.2.5)	1	
7	Special Tools and Test Equipment List (as per article 3.4.2.6)	1	
8	Identification Plates (as per article 3.4.2.7)	LOT	
9	Packaging Labels and Codes (as per article 3.4.2.8)	LOT	
10	Operator Manual (as per article 3.4.3.1)	LOT	
11	Maintenance Manual (as per article 3.4.3.2)	LOT	
12	Illustrated Parts Manual (as per article 3.4.3.3)	LOT	

Item	Description	Quantity	Lot Price/ per Unit Price
1	Ferrous Ordnance Locator with accessories and battery pack, hard and soft carry case	42	
13	Operator Training Package (as per article 3.4.4.1)	1	
14	Technician Training Package (as per article 3.4.4.2)	1	
15	Training Sessions (as per article 3.4.4.3)	2	
16	Warranty Support Plan (as per article 3.4.5)	1	
17	Top Level Assembly Drawing	1	

## **2. Optional Requirement**

The Contractor grants to Canada the irrevocable option to purchase Up to Forty-two (42) additional Ferrous Ordnance Locator (FerOL) with accessories and battery pack, hard and soft carry case in accordance with the Statement of Work (SOW) within two (2) years of contract award, under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at anytime after contract award by sending a written notice to the Contractor.

### **Insert Price for Additional FerOL**

\$ \_\_\_\_\_ per Unit

## **3. Optional Additonnal Work and Spare Parts**

### **DND 626 Task Authorization for Optional Requirements**

The Contractor grants to Canada the irrevocable option to purchase Additonnal Work and Spare Parts, within two (2) years of contract award, under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the DND Requisitioning Authority and will be evidenced, for administrative purposes only, through a DND 626 Work Authorization.

The DND Requisitioning Authority may exercise the options at anytime after contract award.

### **Limitation of Expenditure for additional Work and Spare Parts**

A limitation of expenditure is established for the optional requirements at \$200,000 (CDN) for the total of all Work authorizations under the contract. The Contractor shall not perform any work or services which would cause the total liability of Canada to exceed the authorized total amount unless an increase is authorized by Canada.

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The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, and, if applicable, profit, as determined in accordance in the applicable DND 626 Work Authorization and with the pricing stated in the illustrated Parts Manual ( DID# ILS-204 ) , to a limitation of expenditure of up to \$25,000 (CND) per individual DND 626 Work Authorizations. Customs duties and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Tasks over this limit will be passed to the Contracting Authority for review and signature in the PWGSC block on the DND 626 prior to release of the Task Authorization.

### **DND 626 Work Authorization Process for Additionnal Work and Spare Parts**

The Technical Authority (TA) will provide a Work or Spare parts description in sufficient detail to enable the Contractor to establish a price. The DND 626 Work Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.

The Contractor shall submit its proposal, in two (2) copies, including the price and supporting details, to the Technical Authority (TA) and the Requisitioning Authority (RA). The Contractor must provide the Technical Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

The Contractor shall be obliged to complete the work for the price agreed to, which will represent the total amount payable under the DND 626 Task Authorization.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.

A copy of each DND 626 shall be forwarded to the PWGSC Contracting Authority named herein

**All other terms and conditions remain the same**