

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

Science Procurement Directorate/Direction de l'acquisition de travaux scientifiques

11C1, Phase III

Place du Portage

11 Laurier St. / 11, rue Laurier

Gatineau, Québec K1A 0S5

Title - Sujet Maintenance of Non-Prop NRTSD Sys		
Solicitation No. - N° de l'invitation W8474-11JS23/A		Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client W8474-11JS23		Date 2012-08-08
GETS Reference No. - N° de référence de SEAG PW-\$\$\$V-051-24628		
File No. - N° de dossier 051sv.W8474-11JS23	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-22		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes		
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: John Caldwell		Buyer Id - Id de l'acheteur 051sv
Telephone No. - N° de téléphone (819) 956-1373 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein - Voir ci-dessous		

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TITLE: Maintenance of Non-Proprietary Components of the Near Real Time Ship Detection Capability

The subject Request for Proposal, (RFP), is amended as detailed below. This amendment to the RFP includes the following:

- Publication of questions submitted by bidders and answers to the submitted questions; and,
- Modifications to the Request for Proposal.

1.0 QUESTIONS AND ANSWERS

Question 1 : SACC 2035-05: In the event that Contractor is required to continue the Work during a dispute, can the Contractor proceed with the performance of the Work in accordance with the Contract on a cost-reimbursable basis until the dispute is resolved or other measures are taken?

Answer 1 : No. It is not considered appropriate to create a defined contract dispute management provision that negates a fundamental element of a contract, where the event which triggers such a provision, is not defined in advance.

Question 2 : SACC 2035-11: In the event that the Crown does not accept or approve deliverables including documentation within the review period stipulated in the Contract or 30 days if not stipulated, then can those deliverables or documents be deemed accepted and approved so that the Work and schedule is not impacted?

Answer 2 : The General Conditions that form part of the resulting contract clauses are modified herein to address this question.

Question 3: The IP clauses grant unlimited rights to the Crown even though ownership of foreground and background information is retained by the Contractor or Subcontractor. Pre-existing restrictions which are beyond the control of the Contractor or are part of the Contractor's/subcontractor's core business and are competition sensitive would limit the disclosure, dissemination, sublicensing or title transfer. The Contractor may be unable to transfer title or source code owned by the subcontractor. Can this liability be mitigated by including appropriate wording in the Contract?

Answer 3: License Rights granted to Canada under Supplemental General Conditions are not "unlimited". Firstly, as Section 03 of Supplemental General Conditions 4006 grants Canada a license for Canada's activities only, there is no transfer of ownership in Background or Foreground Information. Any reference in the Contract to any part of Licensed Software as a deliverable must be interpreted as being a reference to the Contractor granting to Canada a license to use that Licensed Software, and not a grant to Canada for it to own the Intellectual Property Rights in the Licensed Software. Furthermore, as this requirement includes the maintenance of commercial off the shelf software, for such software, the Contractor's obligation to make the source code available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

Question 4: Annex "A" - Statement of Work, Sections 3.4.1.1 and 3.4.1.2 contain identical mandatory education qualification requirements for the Senior System Engineer and Intermediate System Engineer labour categories, as follows:

"Possess a Bachelor's or Master's degree in electrical or system engineering from a recognized Canadian university or equivalent, as determined in accordance with Section 3.4."

Could the list of allowable degrees be expanded to allow a degree in Computer and Information Science, Applied Science or a related geospatial discipline. This will allow Bidders access to a greater number of qualified candidates with the experience in the requested domains to be put forward, potentially reducing the cost to Canada, while still providing the required support.

Answer 4 : Annex "A" - Statement of Work, Sections 3.4.1.1 and 3.4.1.2 are amended herein.

Question 5: The commercial off the shelf products to be maintained under this requirement will make it difficult to achieve the required level of Canadian content. Can this requirement be amended.

Answer 5: The Canadian Content Certification requirements that form part of the bid solicitation, as well as the resulting contract clauses are modified herein to address this question.

2.0 MODIFICATIONS TO THE REQUEST FOR PROPOSAL

2.1 **REFERENCE:** Part 1 of Bid Solicitation W8474-11JS23/A - General Information
ADD: The following text to Item 2. - Summary

"The requirement is subject to a preference for Canadian goods and/or services."

2.2 **REFERENCE:** Part 4 of Bid Solicitation W8474-11JS23/A - Evaluation Procedures and Basis of Selection, Item 1 - Evaluation Procedures
ADD: The following text to Item 1 - Evaluation Procedures

“(c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.”

- 2.3 **REFERENCE:** Part 5 of Bid Solicitation W8474-11JS23/A - Resulting Contract Clauses Clause 2.1 - General Conditions
- ADD:** The following clause to Part 5 of Bid Solicitation W8474-11JS23/A.

“2. Certifications Required with the Bid

Bidders must complete and submit the certifications in Attachment 9, Certifications Required with the Bid, as part of their bid.”

- 2.4 **REFERENCE:** Part 7 of Bid Solicitation W8474-11JS23/A - Resulting Contract Clauses Clause 2.1 - General Conditions
- DELETE:** Clause 2.1 - General Conditions, in its entirety.
- INSERT:** Clause 2.1 - General Conditions, as follows:

“2.1 General Conditions

2035 (2012-03-02), General Conditions - Higher Complexity - Services, as modified below, apply to and form part of this Contract.

Section 11 entitled “Inspection and Acceptance of the Work” is deleted and replaced by the following:

“11 Inspection and Acceptance of the Work

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
2. Unless specified otherwise, deliverables submitted under the Contract require approval by Canada. The deliverables will be deemed to have been approved by Canada unless rejected in writing by Canada, within thirty (30) calendar days after receipt of the deliverables by Canada or such further period as may be specifically agreed. A deliverable will be rejected if Canada considers that a submitted deliverable does not reasonably fulfill its contractual requirements. In the event that Canada rejects a deliverable, Canada must substantiate to the Contractor within the above stated period, why it considers that a submitted deliverable does not reasonably fulfill its contractual requirements and identify the required changes to the Contractor. The Contractor must implement the necessary changes to bring the deliverables up to a level satisfactory to the Technical Authority. Resubmitted deliverables will be deemed to have been approved by Canada unless rejected in writing within thirty (30) calendar days after receipt of the resubmitted deliverables by Canada or such further period as may be specifically agreed.
3. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the

representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.

4. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three (3) years after the end of the Contract."

2.5 **REFERENCE:** Part 7 of Bid Solicitation W8474-11JS23/A - Resulting Contract Clauses, Clause 8.2 - A3060C (2008-05-12) Canadian Content Certification.

DELETE: Clause 8.2 - A3060C (2008-05-12) Canadian Content Certification, in its entirety.

2.6 **REFERENCE:** Annex "A" - Statement of Work, Section 3.4.1.1

DELETE: Annex "A" - Statement of Work, Section 3.4.1.1, in its entirety.

INSERT: Annex "A" - Statement of Work, Section 3.4.1.1, as follows:

"3.4.1.1 Senior System Engineer - Qualification Requirements

The Senior System Engineer must meet all of the following qualification requirements:

1. Possess a Bachelor's or Master's degree in:
 - a). electrical or system engineering; or,
 - b). computer science, applied science, or geospatial technology; from a recognized Canadian university or equivalent, as determined in accordance with Section 3.4;
2. Have a minimum of seven (7) years Relevant electrical or system engineering experience within the last ten (10) years (measured back from date of bid closing);
3. 3.1 Where the proposed Senior System Engineer possesses a Bachelor's or Master's degree in accordance with Item 1.a) above, the proposed Senior System Engineer above must have a minimum of seven (7) years total combined Relevant experience, within the last ten (10) years (measured back from date of bid closing) in at least **three (3)** of the following areas:
 - a). computer equipment (either in installation or maintenance);
 - b). satellite systems - space segment (either in specification, design or production);
 - c). satellite systems - ground segment (either in installation, or maintenance);
 - d). antennas (either in specification, design, production, installation, or maintenance); or,

- e). antenna tracking systems and their related equipment (either in specification, design, production, installation, or maintenance);

3.2 Where the proposed Senior System Engineer possesses a Bachelor's or Master's degree in accordance with Item 1.b) above, the proposed Senior System Engineer above must have a minimum of seven (7) years total combined Relevant experience, within the last ten (10) years (measured back from date of bid closing) in at least **four (4)** of the following areas:

- a). computer equipment (either in installation or maintenance);
- b). satellite systems - space segment (either in specification, design or production);
- c). satellite systems - ground segment (either in installation, or maintenance);
- d). antennas (either in specification, design, production, installation, or maintenance); or,
- e). antenna tracking systems and their related equipment (either in specification, design, production, installation, or maintenance);

4. Have a minimum of five (5) years total combined Relevant experience, within the last ten (10) years (measured back from date of bid closing) in at least two (2) of the following areas:

- a). digital signal processing techniques;
- b). minicomputer architecture;
- c). programming and interfacing;
- d). satellite orbital mechanics; or,
- e). radio wave propagation;

5. Have Relevant experience in using at least one (1) of the following types of test equipment: spectrum analyser; signal generator; or oscilloscope.

2.7 **REFERENCE:** Annex "A" - Statement of Work, Section 3.4.1.2

DELETE: Annex "A" - Statement of Work, Section 3.4.1.2, in its entirety.

INSERT: Annex "A" - Statement of Work, Section 3.4.1.2, as follows:

"3.4.1.1 Intermediate System Engineer - Qualification Requirements

The Intermediate System Engineer must meet all of the following qualification requirements:

1. Possess a Bachelor's or Master's degree in:
 - a). electrical or system engineering; or,
 - b). computer science, applied science, or geospatial technology; from a recognized Canadian university or equivalent, as determined in accordance with Section 3.4.
2. Have a minimum of four (4) years Relevant electrical or system engineering experience within the last ten (10) years (measured back from date of bid closing);
3. 3.1 Where the proposed Intermediate System Engineer possesses a Bachelor's or Master's degree in accordance with Item 1.a)

above, the proposed Intermediate System Engineer above must have a minimum of four (4) years total combined Relevant experience, within the last ten (10) years (measured back from date of bid closing) in any of the following areas:

- a). computer equipment (either in installation or maintenance);
- b). satellite systems - space segment (either in specification, design or production);
- c). satellite systems - ground segment (either in installation, or maintenance);
- d). antennas (either in specification, design, production, installation, or maintenance); or,
- e). antenna tracking systems and their related equipment (either in specification, design, production, installation, or maintenance).

3.2 Where the proposed Intermediate System Engineer possesses a Bachelor's or Master's degree in accordance with Item 1.b) above, the proposed Senior System Engineer above must have a minimum of four (4) years total combined Relevant experience, within the last ten (10) years (measured back from date of bid closing) in any of the areas listed below (3.2.a) to 3.2.e)), but which must include experience in Item 3.2.d). or 3.2.e) below:

- a). computer equipment (either in installation or maintenance);
- b). satellite systems - space segment (either in specification, design or production);
- c). satellite systems - ground segment (either in installation, or maintenance);
- d). antennas (either in specification, design, production, installation, or maintenance); or,
- e). antenna tracking systems and their related equipment (either in specification, design, production, installation, or maintenance).

4. Have a minimum of five (5) years total combined Relevant experience, within the last ten (10) years (measured back from date of bid closing) in at least two (2) of the following areas:

- a). digital signal processing techniques;
- b). minicomputer architecture;
- c). programming and interfacing;
- d). satellite orbital mechanics; or,
- e). radio wave propagation.

5. Have Relevant experience in using at least one (1) of the following types of test equipment: spectrum analyser; signal generator; or oscilloscope."

- 2.8 **REFERENCE:** Attachment 4 - Mandatory and Point Rate Technical Criteria, Section 2.3
DELETE: The following text in its entirety.

"Where the electrical or systems engineering degree held by personnel proposed under the Senior or Intermediate System Engineering labour categories, as described in Sections 3.4.1.1, and 3.4.1.2 of Annex "A" - Statement of Work, has been obtained outside of Canada, the Bidder should include within its bid, documentary evidence from a recognized Canadian academic credentials assessment service, demonstrating that the degree held is equivalent to to that from a recognized Canadian university."

INSERT: The following text, as a replacement for the above deletion:

"Where the degree held by personnel proposed under the Senior or Intermediate System Engineering labour categories, as described in Sections 3.4.1.1, and 3.4.1.2 of Annex "A" - Statement of Work, has been obtained outside of Canada, the Bidder should include within its bid, documentary evidence from a recognized Canadian academic credentials assessment service, demonstrating that the degree held is equivalent to to that from a recognized Canadian university."

- 2.9 **REFERENCE:** Attachment 7- Item 3, Canadian Content Certification
DELETE: Attachment 7- Item 3, Canadian Content Certification, in its entirety.
- 2.10 **REFERENCE:** Attachment 7- Clause 3.1, SACC Manual clause A3050T (2010-01-11), Canadian Content Definition
DELETE: Attachment 7- Clause 3.1, SACC Manual clause A3050T (2010-01-11), Canadian Content Definition, in its entirety.
- 2.11 **SUBJECT :** Attachment 9- Certifications Required with the Bid
ADD: Attachment 9- Certifications Required with the Bid, as attached.

**ALL OTHER TERMS, CONDITIONS AND ELEMENTS OF THIS
REQUEST FOR PROPOSAL REMAIN UNCHANGED**

ATTACHMENT 9

CERTIFICATIONS REQUIRED WITH THE BID

1. Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Bidder certifies that:

- () a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual. (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/3/6>).

1.1 SACC Manual clause A3050T (2010-01-11), Canadian Content Definition