

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
Quebec
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
Network and Satellite Services Division / Division des
services de satellite et de réseaux
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III, 4C2
Gatineau
Quebec
K1A 0S5

| | | |
|---|--|---|
| Title - Sujet TELECOM EQUIPMENT & MAINT SERVICES | | |
| Solicitation No. - N° de l'invitation G9566-110064/A | | Amendment No. - N° modif. 002 |
| Client Reference No. - N° de référence du client G9566-110064 | | Date 2012-02-21 |
| GETS Reference No. - N° de référence de SEAG PW-\$SEO-015-23638 | | |
| File No. - N° de dossier 015eo.G9566-110064 | CCC No./N° CCC - FMS No./N° VME | |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-03-02 | | Time Zone Fuseau horaire Eastern Standard Time EST |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | | |
| Address Enquiries to: - Adresser toutes questions à: Clément, Daniel | | Buyer Id - Id de l'acheteur 015eo |
| Telephone No. - N° de téléphone (819) 956-0287 () | | FAX No. - N° de FAX (819) 934-1411 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: | | |

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 |

SOLICITATION AMENDMENT 002

This solicitation amendment is raised to:

- 1) Amend the RFP - Part 1 - GENERAL INFORMATION, include statement on Canadian Content, as detailed below;
- 2) Amend the RFP - Part 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION, to include new article that relates to Canadian Content, as detailed below;
- 3) Amend the RFP - Part 5, insert PART 5B, as detailed below;
- 4) Amend the RFP - Part 7, revise the Method of Payment, as detailed below;
- 5) Amend the RFP - Bid Forms, Insert new Form 6-Canadian Content Certification, as detailed below;
- 6) Note to bidders on the status of Canada's response to questions, as detailed below;
- 7) Amend the NPP closing date for the receipt of Proposal Submissions, as detailed below;

Appendix 002

- 1) **At PART 1 - GENERAL INFORMATION, Paragraph 1.2 Summary, insert Article (d);**

INSERT: (d) *"The requirement is subject to a preference for Canadian goods and/or services."*

- 2) **AT PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION,**

DELETE: Delete **PART 4** in its entirety;

INSERT: **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

4.2 Bidder's Time for Responding During Evaluation:

- (a) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have three (3) working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

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4.3 Conduct of Evaluation in Steps

- (a) There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Contractor has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

(b) **Step 1 - Canadian Content Certification:**

- (i) The evaluation team will determine first if there are three or more bids with a valid Canadian Content Certification (see Part 5). 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 fewer than three responsive bids with a valid certification remain, Canada will continue evaluating only the bids with a valid certification. If all bids with a valid certification are declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

(c) **Step 2 - Technical Evaluation - Mandatory Technical Criteria:**

- (i) Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (ii) Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.
- (iii) In order to have a technical submission that contains the relevant documents for review, bidders must have submitted the following completed documents;
- | | |
|-----------|---|
| Form 2 - | Substantiation of Technical Compliance Form |
| Annex C - | Rated Requirements Workbook |
| Annex G - | Customer Reference |

(d) **Step 3 - Technical Evaluation - Point-Rated Criteria:**

- (i) Bids that meet all the Mandatory Criteria will then be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex C.
- (ii) The score Assigned to worksheets in Annex C, will be based on the data entered by the bidders in the worksheets, and the scores on each worksheet will be summed in the Points Summary worksheet of Annex C: Service Level Maximum Time On-site (SL-MTO) and Service Level Requisition on Contract Response (SL-ROC).
- (iii) The values entered by the Bidder for the Maximum BTU worksheet of Annex C are manually copied by Canada into the column assigned to the Bidder by Canada in the Maximum BTU worksheet of Annex B-1.

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- (iv) The values entered by the Bidder for the Maximum WATTS worksheet of Annex C are manually copied by Canada into the column assigned to the Bidder by Canada in the Maximum WATTS worksheet of Annex B-1.
 - (v) The Points Assigned values for the following worksheets in Annex C are manually copied by Canada in the Points Calculated worksheet of Annex B-1 into the corresponding row and column assigned to the Bidder by Canada in the Points Assigned Summary worksheet of Annex C: Service Level Maximum Time On-site (SL-MTO) and Service Level Requisition on Contract Response (SL-ROC).
 - (vi) The Points Assigned for the Maximum BTU worksheet in Annex C, as summarized in the Points Calculated worksheet in Annex B-1, are calculated as follows:
 - (A) For each Telecommunication Product, the Maximum BTU values from Annex C are automatically ranked from lowest BTU/hour to highest BTU/hour.
 - (B) The Points Assigned for Maximum BTU/hour for each Telecommunication Product for a bid is calculated as follows:
 - (1) $\text{Lowest BTU/hour value for all bids based on ranking} \div \text{Maximum BTU/hour for the bid} \times 10$
 - (C) The Points Assigned to the Maximum BTU worksheet for a bid is the sum of the Points Assigned for Maximum BTU/Hour for all Telecommunication Products of the bid (maximum of 30 points).
 - (vii) The Points Assigned for the Maximum WATTS worksheet in Annex C, as summarized in the Points Calculated worksheet in Annex B-1 are calculated as follows:
 - (A) For each Telecommunication Product, the Maximum WATTS values from Annex C are automatically ranked from lowest Watts/hour to highest WATTS/hour.
 - (B) The Points Assigned for Maximum WATTS/hour for each Telecommunication Product for a bid is calculated as follows:
 - (1) $\text{Lowest WATTS/hour value for all bids based on ranking} \div \text{Maximum WATTS/hour for the bid} \times 10$
 - (C) The Points Assigned to the Maximum WATTS worksheet for a bid is the sum of the Points Assigned for Maximum WATTS/Hour for all Telecommunication Products of the bid (maximum of 30 points).
 - (viii) The Points Summary worksheet in Annex C identifies the Maximum Points that can be calculated for each worksheet.
 - (ix) The Rated Requirements Evaluation Score for a bid, in the Points Calculated worksheet in Annex C, is the sum of the Points Calculated for all worksheets for the bid.
- (e) Step 4 - Evaluation of Financial Bid:**
- (i) The financial evaluation will be conducted by calculating the Total Bid Price using the Price Summary, Annex B for each bid. This price summary value is comprised of all prices bid for Year 1 and Option Years 1 through 3.
 - (ii) The maximum Financial Score that can be assigned to a bid is 900.
 - (iii) Calculation of Financial Score: $\text{Lowest Bid Price} \div \text{Total Bid Price} \times 900$, where the Lowest Bid Price is the lowest Total Bid Price of all bids.

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(iv) **Calculation of the Total Score for a Bid**

(A) The Total Score (maximum 1000 points) for a Bid is Financial Score + Technical Score

(B) Bidders shall note that all scoring will be calculated to 3 decimal points.

e) Step 5 – Contractor Selection

1. To be declared responsive, a bid must:

- (i) comply with all the requirements of the bid solicitation;
- (ii) meet all mandatory evaluation criteria in Form 2 - Substantiation of Technical Compliance Form, Annex C - Rated Evaluation Workbook, Annex G - Customer Reference; and
- (iii) Include a duly completed Annex B - Pricing Tables.

2. Bids not meeting (i), (ii) and (iii) will be declared non-responsive.

- (i) The responsive bid with the highest Total Score will be recommended for award of the Contract. If more than one Bid is ranked first because of identical overall Total Scores, then the bid with the highest Financial Price Points will be recommended for award of the Contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, then no contract will be awarded.

| Evaluation | <i>Bidder 1</i> | <i>Bidder 2</i> | <i>Bidder 3</i> |
|-------------------------------------|------------------------|------------------------|------------------------|
| Rated Requirements Evaluation Score | 91 | 75 | 70 |
| Total Bid Price | 150,000 | 140,000 | 147,000 |

| Company Name | Technical Score | Financial Score | Total Score |
|------------------------|---------------------------------------|--|---------------|
| <i>Bidder 1</i> | $\frac{91}{*91} \times 100 = 100.000$ | $\frac{**140}{150} \times 900 = 840.000$ | 940 |
| <i>Bidder 2</i> | $\frac{75}{*91} \times 100 = 82.420$ | $\frac{**140}{140} \times 900 = 900.000$ | 982.42 |
| <i>Bidder 3</i> | $\frac{70}{*91} \times 100 = 76.920$ | $\frac{**140}{147} \times 900 = 857.140$ | 934.06 |

* Represents the highest technical evaluated score achieved.

** Represents the lowest bid price proposed.

Note that the Technical Score and Financial Score identified in the above table are fictitious numbers.

Following the example above, Bidder 2 would be awarded the contract.

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(ii) Formulae in Annex B - Pricing Tables and Annex C Rated Requirements Workbook

Canada may re-input the information provided by Bidders into a fresh worksheet, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a Bidder.

3) AT PART 5 - CERTIFICATIONS

INSERT: PART 5B - CERTIFICATIONS REQUIRED WITH THE BID AT BID CLOSING

PART 5B: CERTIFICATIONS REQUIRED WITH THE BID AT BID CLOSING

Bidders must submit, at bid closing, the following duly completed certifications as part of their bid.

- Form 6 - Canadian Content Certification

5.7 Canadian Content Certification - Conditionally Limited

- (a) This procurement is conditionally limited to Canadian goods and Canadian services.
- (b) 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.
- (c) 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.
- (d) 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.

5.8 Canadian Content Definition

- (a) SACC Manual Clause A3050T (2010/01/11), Canadian Content Definition.

4) At PART 7 - RESULTING CONTRACT CLAUSES, 7.9 Payment, (c) Method of Payment;

DELETE: (c) Method of Payment, in its entirety;

The following method of payment for the Telecommunication product and services will form part of the approved ROC:

SACC clause H1001C Multiple Payments: Canada will pay the Contractor for goods with multiple deliveries when payment will be made on completion of each delivery, in accordance with the payment provisions of the Contract if as stated below at i to iii;

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SACC clause H1008C Monthly Payment: Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by Canada;
- (iii) the Work performed has been accepted by Canada.

INSERT: (c) Method of Payment:

- (i) **Method of Payment for Requisitions on Contract with a Firm Price - Lump Sum Payment on Completion:** Canada will pay the Contractor upon completion and delivery of all the Work associated with the ROC in accordance with the payment provisions of the Contract if:

- (A) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (B) all such documents have been verified by Canada;
- (C) the Work delivered has been accepted by Canada.

The following SACC clauses related to methods of payments for the Telecommunication product and services, also form part of the approved ROC:

- (i) SACC Manual Clause **H1001C** (2008-05-12), Multiple Payments;
- (ii) SACC Manual Clause **H1008C** (2008-05-12), Monthly Payment.

5) At bid submission forms, note: the introduction of Form 6 - Canadian Content Certification
(Available on MERX as an Attachment)

6) Note to bidders: Bidders shall note that Canada is working on the response to the outstanding questions and it will be formalized by amendment in the next couple of days.

7) This solicitation amendment is issue to extend the bid closing date as per the following;

The closing date is extended

FROM: February 24, 2012 at 2:00 PM EDST;

TO: **March 02, 2012 at 2:00 PM EDST**