

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions -
TPSGC
11 Laurier Street/11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau
Québec
K1A 0S5

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
This Request for Proposal contains a security requirement.

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Medium Support Vehicle System Project/Système de
véhicule de soutien moyen
105 Hôtel de Ville
Gatineau
Quebec
K1A 0A2

Title - Sujet MSVS - SMP Vehicles		
Solicitation No. - N° de l'invitation W8476-06MSMP/J		Amendment No. - N° modif. 016
Client Reference No. - N° de référence du client W8476-06MSMP		Date 2012-05-02
GETS Reference No. - N° de référence de SEAG PW-\$\$BW-008-22199		
File No. - N° de dossier 008bw.W8476-06MSMP	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-13		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: McMillan, Maryanne		Buyer Id - Id de l'acheteur 008bw
Telephone No. - N° de téléphone (819) 997-7628 ()		FAX No. - N° de FAX (819) 997-0786
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See herein		

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

Standard Military Pattern (SMP) Vehicles Request For Proposal (RFP)

Solicitation No. W8476-06MSMP/J

Amendment # 016

This amendment is issued:

- to respond to Bidders' questions
(see Attachment # 1 to Amendment # 016 for a list of Questions and Answers)
- to revise the RFP documents, as follows:

1. At Part 7, Article 1.87**Delete:**

"directed by Canada or"

2. At Part 7, Article 1.10.1**Delete:**

"directed"

Insert in lieu:

"requested"

3. At Part 7 (English version only)**Delete:**

Article 1.14 in its entirety

Insert in lieu:

1.14 Consultants and Other Contractors

1.14.1 Canada may enter into separate Contracts with consultants and other contractors to assist Canada during the performance of this Contract. Upon Notice from the CA, the Contractor must provide these consultants and other contractors with access to the Work, to the Contractor's employees and to all necessary things and information related to the Work in order to enable these consultants and other contractors to carry out their contractual obligations, in the same manner as the Contractor is required to provide to any authorized representative of Canada. These consultants and other contractors while on the Contractor's or any of its subcontractor's premises, will at all times be subject to the rules and regulations in force on these premises, with respect to the conduct of employees or visitors. Canada, at the reasonable request of the Contractor, will have removed from these premises any of these consultants and other contractors who have breached such rules and regulations, or whose conduct does not conform to that expected of and practiced by the Contractor's employees or visitors.

1.14.2 As a condition of such access, Canada will require such consultant or other contractor to execute a confidentiality agreement with the Contractor or lower tier subcontractor concerned, and/or such other agreement(s) that may be reasonably required by the Contractor.

4. At Part 7, Annex B, Appendix BA-3, ID. BA-3-19**Delete:**

"Qty 2, SPD1 (Single Port Dipole) DWG VD-98-00134; weighs 5.27 kg;"

Insert in lieu:

"Qty 2 Antennas, SPD1 (Single Port Dipole); Base approximately 340mm high (13.4in) x 147mm diameter (5.8in); 4 Qty 11.4mm (0.45in) holes equally spaced center on a 114.3mm diameter (4.50in); Total length of antenna assembly (when mounted on base) is approximately 2770mm (109in)."

5. At Part 7, Annex B, Appendix BA-11, ID. BA-11-149**Delete:**

"8% and 15%"

Insert in lieu:

"5% and 15%"

6. At Part 7, Annex B, Appendix BC-1, ID. BC-1-770**Delete:**

"BC-1-605 2.7.2 Audio A.5.2.3.10.3 N/A N/A

BC-1-770 The Audio functionality should provide graphical components movement to represent actual fonction."

Insert in lieu:

"BC-1-605 2.7.2 Audio A.5.2.3.10.3 N/A N/A

BC-1-77 The Audio functionality should provide sounds to assist in diagnostic or notify user of an action."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

A bid already submitted may be amended prior to the closing date. Amending correspondence shall address the RFP number and the closing date and shall be addressed to:

Bid Receiving Unit
Public Works and Government Services Canada
Place du Portage,
Level 0A1, Phase III
11, Laurier Street
Gatineau, Quebec K1A 0S5

Standard Military Pattern (SMP) No. W8476-06-MSMP/J				
Attachment # 1 to RFP Amendment # 016				
Questions and Answers				
In the event that one of your questions was not addressed, the onus is on the bidders to re-submit their questions to the Contracting Authority at the following address: NCR.MSVS@tpsgc-pwgsc.gc.ca				
Question #	RFP Reference		Bidder Question	Response
	Part (1 to 8)	Article	Attachment	
40	5		3 "PAMI – Waiver and Indemnity"	No. We discussed the request with PAMI and they are not prepared to remove this language and as such a certificate with the language of 1 (A) removed will not be acceptable.
228	7	ID # BA-3-19	Attach. BA-3 Appendix BA Annex B	The drawing for the Antenna is proprietary and cannot be released at this time. The reference to the drawing will be removed. For space claim purposes, this amendment 016 will provide the applicable measurements for the Antenna. Please see this Amendment 16, Item 4 for the appropriate modifications.
229	Part 7	Annex B Appendix BA	Attachment BA-11	Constraints imposed with the introduction of BA-11-206 were factors that determined the range for the allowable tongue weight. The allowable tongue weight of BA-11-149 will be amended to read 5% and 15%. Please see this Amendment 16, Item 5 for the appropriate modifications.

Question #	RFP Reference		Attachment	Bidder Question	Response
	Part (1 to 8)	Article			
230	Part 5		Attachment 3	<p>The Release, Waiver and Indemnification Agreement for NATC states "The Company further agrees to indemnify, defend, save, keep, and forever hold harmless Hodges Transportation, Inc., its successors and assigns, officers and employees, from and against any and all claims....except to the extent that such injury, death, or damage is caused by willful misconduct or negligence of Hodges Transportation, Inc.</p> <p>In comparison, the Waiver and Indemnity for PAMI states "(the "Bidder")... waives any and all claims of whatever nature and howsoever arising against either or both of PAMI and NATC, their employees, servants and agents, including, but not limited to, (A) claims where the damage is the result of gross negligence or willful misconduct ..."</p> <p>The two waivers are not stand alone with respect to each separate entity (PAMI and NATC) where willful misconduct and negligence are concerned which may lead to potential conflict between the two documents.</p> <p>Question: Will PAMI consider removing the reference to NATC from the PAMI waiver document?</p>	<p>Bidders must agree to three separate indemnities and releases. Each is to be read separately. After consultation with the PAMI, the reference to NATC in the PAMI waiver cannot be removed.</p>
231				This Question and its Response will be provided in a future amendment.	
232				This Question and its Response will be provided in a future amendment.	
233				This Question and its Response will be provided in a future amendment.	
234				This Question and its Response will be provided in a future amendment.	
235				This Question and its Response will be provided in a future amendment.	
236				This Question and its Response will be provided in a future amendment.	

Question #	RFP Reference		Bidder Question		Response
	Part (1 to 8)	Article	Attachment		
237				Are any fluids/lubricants available for purchase at NATC or suppliers nearby. Is it possible for you to provide names of dealers nearby who may be able to supply fluids and lubricants (names/contact details)?	Fluids/lubricants are not available for purchase at NATC. Carson City, Reno and Silver Springs all have a variety of automotive supply stores including Summit, AutoZone, O'Rieley's and all the major automotive dealers with service departments.
238	This Question and its Response will be provided in a future amendment.				
239	7	1.4.2.6.(c)		Compared to the Draft RFP a labour dispute is not considered an "Excusable Delay" any longer. We therefore request to change the article back to the former used version to include a labour dispute Same is applicable for Annex D to Part 7, article 11	The wording of Article 1.4.2.6 c) cannot be changed.
240	7	1.8.7		Article 1.8.1 explains that the CA may request changes and the following articles outline the procedure. Article 1.8.7 then talks about that if a change 'directed' by the CA under the Acquisition Contract it also needs to be reflected in the ISS Contract at the same time, if there is an influence. As we can not find in the subarticles above a way how CA can 'direct' a change and also the Terms & Conditions for Part 8 do not word it in this way we request to change the article to: "If a change requested by Canada or requested by either Party under this Contract impacts (...)"	Please see this Amendment 16, Item 1 for the appropriate modifications
241	7	1.10.1		In the referred article 1.6 we can not find a described procedure how to 'direct' a change. For article 1.8 the word 'directed' is only referred in subarticle 1.8.7 but not in the procedure of a Change in Work (see question above). We therefor request that you change the article to: "If any change is agreed on under Articles 1.6 – Additional Work Requirements or 1.8 - Changes in the Work, (...)"	Please see this Amendment 16, Item 2 for the appropriate modifications
242	7	1.14.1/ 1.14.2		In reference to the definition given for 'Contractor' we assume that if referred to 'other Contractors' the 'c' should be in lower case. This would be applicable for the complete article. If our assumption is not correct please provide a definition for 'Other Contractors'.	Please see this Amendment 16, Item 3 for the appropriate modifications

Question #	RFP Reference		Bidder Question		Response
	Part (1 to 8)	Article	Attachment		
243	7	3.2.1/ 3.2.2/ 3.2.3		<p>Could you please provide details in how the liability caps are calculated? Also could you please explain if the CA intends to include the Options into the liability cap when they become applicable and if so if the change will made through a contract amendment.</p>	<p>Article 3.2.1 is the expenditure limitation of all the deliverables listed in Part 7, Annex C, <u>excluding unexercised options.</u></p> <p>Article 3.2.2 is the expenditure limitation of the items listed in Part 7, Annex C, Table 5 only.</p> <p>Article 3.2.3 is the expenditure limitation set aside for AWR and/or CCP, it is not a commitment of expenditure.</p> <p>Should Vehicle options be exercised, they will be incorporated into Article 3.2.1 by Contract Amendment, the Contract Amendment will also serve as the instrument to exercise the Vehicle options.</p>
244	7	3.4.1.2 (b) 3.4.2 (b)		<p>We understand the procedure of PWGSC-TPSGC 1111 to make a proper claim for payment to the CA and the related timelines. As we can not find any timing in respect to the signing by the respective authorized representatives we would kindly ask you to provide further details.</p>	<p>When form 1111 is submitted to Canada, the Contractor's signature must be on the form, the signatures required from Canada have no impact on the period of payment as they are part of Canada's process after receipt of the completed form 1111.</p>
245	7	7.11		<p>We assume that documentation which is required due to Financial Book Record keeping as well as other laws and regulation are referred to in this article and can be kept solely for this purpose.</p> <p>Same would be applicable for Annex D to Part 7, article 23</p>	<p>Documentation which is required to be kept by law, regulation and accounting practices may be retained by the Contractor. This does not apply to Canada-owned documentation.</p>
246	7	Annex D, Article 17		<p>As the original invoice can only be issued when shipping is completed and all certificates required by PWGSD-TPSGC 11111 are signed by the authorized representatives we assume that a proforma invoice is sufficient for the shipping documentation.</p>	<p>A proforma invoice is acceptable for shipping documentation.</p>

Question #	RFP Reference		Bidder Question		Response
	Part (1 to 8)	Article	Attachment		
247	This Question and its Response will be provided in a future amendment.				
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255	This Question and its Response will be provided in a future amendment				
256	Part 7		Annex A Article 11c	Should this be interpreted as requiring the entire production of the Vehicles to be performed at the level of SECRET or only portion of the production as required.	Only the portions requiring production at the level of SECRET.
257	Part 2	5.1		We understand that according to article 5.1 we have to submit our response to the requirements to the Classified Reference Values (Part 7, Annex B, Appendix BA, Attachment BA-6, Schedule BA-6-1, Annex D) classified as 'SECRET'. At the same time we understand that the classification only applies to the submitted documents not to our internal test results/certificates. Is our assumption correct?	Yes. The RFP requires : "The response, including any and all test results, to the Classified Reference Values, must be classified as SECRET." The documents submitted to Canada in reference to the Classified Reference Values, regardless of IP, must be classified for bid proposal purposes, however, it does not require bidders to internally classify their own documents.