

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
Land Projects and Communication System Support
Division/Div des projets terrestres et support de
systèmes de communication
11 Laurier St. / 11, rue Laurier
8C2, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

Title - Sujet Integrated Soldier System Project	
Solicitation No. - N° de l'invitation W8476-112965/B	Amendment No. - N° modif. 018
Client Reference No. - N° de référence du client W8476-112965	Date 2013-06-20
GETS Reference No. - N° de référence de SEAG PW-\$\$RA-004-23669	
File No. - N° de dossier 004ra.W8476-112965	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-08-01	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Scott, Sean	Buyer Id - Id de l'acheteur 004ra
Telephone No. - N° de téléphone (819) 997-5288 ()	FAX No. - N° de FAX () -
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

This amendment is raised for the ISSP Request For Proposal (RFP) number W8476-112965/B.

The intent of this amendment is to provide a clarifying response to Industry poised questions and where applicable, amend the RFP in response to Industry questions.

Questions and Answers No. 69 to 76

Q69: The costing of ISS Spares in the Acquisition and OWSS BoP is problematic for Industry to provide prices that are advantageous to Canada as there is no way for Industry of knowing what is exactly going to be purchased in what quantities. Furthermore the quantity of spares identified in the RSPL requested at Bid time and the quantities of each LRY used by PWGSC for the evaluation of the financial proposition may vary significantly. It is understood that Canada will buy \$2M worth of spares however, not knowing the exact LRUs breakdown of this purchase make sit extremely difficult to provide a Firm fix cost for each LRU at Bid. Can the prices of spares negotiated after Contract Award once Canada has determined exactly what it is it intends to buy in terms of spares?

A69: Please refer to amendments 012 and 013 and the modifications to the Financial Bids Preparation Sheet (FBPS) which have addressed these issues.

Q70: We are now receiving backorder copies of all amendments through both Merx and BuyandSell. This is causing duplicated effort, as we must now go back and re-inspect every amendment twice to assure ourselves that there are no discrepancies between the two copies, lest we miss an important detail. Please advise which copy of the amendments Bidders should consider to be the authoritative and correct versions.

A70: Please refer to amendments 008, 009 and 013 "Important Notice To Suppliers".

Q71: The resulting contract terms and conditions, Vol 2, Article 6.4 "Limitation of Expenditure", page 22 or 137, is applicable to Phase A per the note added to the provision which reads: "(Note: Canada to insert the Phase A amount at contract award)". The clause then goes on to require the contractor to notify the Contracting Authority when 75% of the Phase A LOE is met. Is the Phase A requirement a firm price or LOE? If it is a firm price, is this reporting required for Phase A? Please clarify the applicability of this Article 6.4 and the basis of payment for Phase A.

A71: The Phase A requirement is a firm price requirement.

The Vol 2, Article 6.4 “Limitation of Expenditure”, is in the context of the entire requirement, the contract. At contract award, only the phase A is contracted. Therefore the only possible amount for the contract is the value of the phase A. Once the phase B option is exercised, Part 3 of the FBPS is a LE portion included into the total price of the contract that includes Parts 1, 2 and 3. That new contract value is a limitation of expenditure because of its basis of payment Part 3 that is not firm and include few ceiling prices such as the delivery costs at section 14.0

Q72: Canada indicated in Amendment 16 (in response to Q52 and 54) that “... *bidders are requested to manually make the required changes in their respective electronic and paper MCM submissions*”.

Questions:

- a. Does Canada still intend to provide MCM Amendment files?
- b. The MCMs provided by Canada are Locked and Password Protected. Bidders are only able to provide entries on Columns 6 and 7; Rows *cannot* be blacked-out; no new rows can be entered; no edits can be made that would permit the bidders to “*manually make the required changes in their respective electronic ... MCM submissions*”. The instructions as per instructions to bidders for amendments cannot be applied to the MCMs. Would the Canada please provide appropriate MCM files?

A72: Canada is clarifying the queries above as follows:

- a. In cases where Canada request the bidders to manually make the required changes, and as indicated to the answers to Q 52 and 54, “... no electronic amendment Matrix of Compliance Module (MCM) file will be issued as a result of these modifications”.
- b. MCM worksheets are locked, but not password protected. The protection feature was used to avoid accidental and undesired changes to the MCMs by the bidders. In order to manually make changes as required, open the MCM worksheet, select “**Tools**” from the main menu line; then from the drop-down menu, select “**Protection**”; from the new drop-down menu select “**Unprotect Sheet**”. Once the changes have been made, using the same instructions, select “**Protect Sheet**” and select “**OK**” in the “Protect Sheet” window without entering any password to reset the protection feature of the worksheet.

Q73: Please clarify how Canada will treat labour services that are subcontracted out by the prime contractor for tasked work under the ISS-A and ISS-OWSS contracts. Will they be treated as a laid down cost subject to the mark-ups set out in the FBPS for “contract acquired parts”? Could Canada please provide some examples to help respond to this question. One example could be “Pursuant to Article 1.2 (Work Authorizations), the prime contractor is tasked by Canada to

undertake a software modification during ISS-A Phase B. This work involves the modifications of proprietary software belonging to a subcontractor. In this scenario the prime contractor would be paid in accordance with Annex AB of Vol 2, Part 3 as follows:....” Another example relating to the OWSS contract could be: “The prime contractor is authorized to undertake a repair of an ISS system. A component of the ISS system must be returned to an original equipment manufacturer for repair services. In this scenario the prime contractor would be paid in accordance with Annex AB of Vol 3, Part 1 as follows:....”

A73: No. The Labour rates must be negotiated by the prime with its subcontractors where the sub-contractors rates are incorporated in the bidder's response to the solicitation.

Q74: Item 1 (contract management for OWSS core activities)

- The payment code is “LE” but the text indicates a ceiling applies. Please clarify the payment code.
- Assuming Item 1 is subject to a ceiling price, please advise what the ceiling price is so bidders understand the financial risk they will have to accept.
- Canada has established hours in the RFP for all other “as tasked services” for evaluation purposes only. There are no hours established for Item 1. Should there be?

A74: A Ceiling price is a form of limitation of expenditure. Bidders are encouraged to read the DIDS listed in the items and assess themselves the level of effort and provide the ceiling price. Use the rates for tasked services to determine (estimate) your ceiling price for item 1.

E75: We are not certain how to interpret the FBPS as it corresponds to Annex AB to Vol 1 and Article 6 of each of the ISS-A and ISS-OWSS contracts. The financial codes for the ISS options are “LE”. However, the instructions (Annex AB to Vol 1) direct the bidder to insert firm prices. Is there a conflict? Should they be FP instead? The same comment applies to any of the labour rates provided in the FBPS, should they too be “FP” not “LE”?

A75: Reminder: a total price requires quantities. A labour rate is firm but the number of hrs that will use that labour rate is not. The notion of limitation of expenditure applies to the labour rate multiplied by the number of hours. Same argument for a unit price. A firm unit price is firm but the number of units remains unknown. The notion of limitation of expenditure apply to the Firm unit price multiplied by the number of unit purchased

Q76: Based on our calculation the points sum up to slightly more than 100,000 points. While it is minor, I am concerned about a minor technicality causing problems later, so here is our question:

1. Would the Canada please verify their summations in the Excel MCM spreadsheets. This bidder has determined for:
 - Vol 1 Ann CE App1 Table 3, Total Project Management score is 635 (vs. 634)
 - Vol 1 Ann CE App1 Table 3, Total Engineering Management score is 638 (vs. 634)
 - Vol 1 Ann CE App1 Table 3, Total Integrated Logistics score is 844 (vs. 845)
 - Hence, overall Table 3 Managerial Capabilities score is 2117 (vs. 2112)
 - Vol 1 Ann CG App1 Table 2, Total Score – Part 1 – LCC Data Templates is 2410 (vs. 2412)
 - Hence, overall Vol 1 Ann CG App1 Table 2, Total Score – Table 2 – LCC evaluation is 8038 (vs. 8040)
 - Vol 1 Ann CI App1 Table 1, Total Part 1 – Risk Profile score is 2303 (vs. 2304)
 - Vol 1 Ann CI App1 Table 1, Total Part 3 – Program Management Plan (PMP) score is 258 (vs. 256)
 - Vol 1 Ann CI App1 Table 1, Total Part 4 – Configuration Mgmt Plan (CMP) score is 257 (vs. 256)
 - Hence, overall Vol 1 Ann CI App1 Table 1 Total Score Table 1 – Program Management Services Capability score is 5122 (vs. 5120)
 - Vol 1 Ann CI App1 Table 2, Total Part 1 – Spare Parts management Services score is 479 (vs. 480)
 - Vol 1 Ann CI App1 Table 2, Total Part 2 – R&O Management Services score is 479 (vs. 480)
 - Hence, overall Vol 1 Ann CI App1 Table 2, Total Score Table 2 – Supply Support Management Services score is 958 (vs. 960)
2. Additionally would the Crown please confirm that the Max Score for the TPS evaluation is 58529 (vs. 58520); the total max score is not provided on the TPS MCM.

A76: There is no discrepancy; please see response to Q66 of Amendment 017.

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION
REMAIN UNCHANGED**