

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
Defence Communications Division. (QD)
11 Laurier St./11, rue Laurier
Place du Portage, Phase III, 8C2
Gatineau, Québec K1A 0S5

Title - Sujet Medium Range Radar (MRR)	
Solicitation No. - N° de l'invitation W8476-133817/E	Amendment No. - N° modif. 021
Client Reference No. - N° de référence du client W8476-133817	Date 2014-08-28
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-023-24350	
File No. - N° de dossier 023qd.W8476-133817	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-09-16	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: Bright, James	Buyer Id - Id de l'acheteur 023qd
Telephone No. - N° de téléphone (819) 956-6181 ()	FAX No. - N° de FAX (819) 956-0636
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

Amendment #21 is raised for the MRR Request for Proposal (RFP) number W8476-133817/E.

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

Questions and Answers No. VP29 to VP31.

Question VP29: Reference: From the Annex F-ACQ Article 19.7 "Letter of Credit", it is understood that Canada wants a guarantee in the form of a Letter of Credit to cover any liquidated damage that might be owed if the Contractor did not achieve any further ITB Credits after releasing the final payment. However, if the Contractor continues to achieve ITB Credits, and each year reports that achievement to Canada, the value and cost of this Letter of Credit will be unnecessarily large. If Canada would allow the Contractor to decrement the Letter of Credit value according to its ITB Credit achievement each year, Canada would still be covered at all times for the amount of the liquidated damage if the Contractor failed to achieve any additional ITB Credits.

Will Canada allow reductions to the Letter of Credit amount based on annual ITB Credits awarded?

Answer VP29: Yes

Question VP30: Reference: The ISS contract does not identify a "final payment" which is tied to the identification of ITB / VP activities as the Acquisition contract does. Therefore, it does not appear that Annex F-ISS Article 19.7. "Letter of Credit" can be applied to the ISS contract.

Does Canada agree that no Letter of Credit will be required for the ISS contract?

Answer VP30: No. The intent of the Letter of Credit is to cover any potential shortfall when the ITB achievement period extends past the contract performance period.

Question VP31: Reference Annex F-ACQ V3 Bidder Instructions and terms and condition and the ITB Achievement Period indicated in Annex A Mandatory ITB Requirements Certificate Section #1. The content of this section is inconsistent with the terms described in Section 5.1.1 of the ITB Mandatory Requirements that outline a differing Achievement Period. Should it read:

And ending two years after the end date of this contract

OR

And ending seven years after the Effective Date of Contract

Answer VP31: The ITB and VP Achievement Period's for both Acquisition and ISS are from March 3, 2008 and ending two (2) years after the end date of this contract. In Annex F-Acq V3 section 5.1.1 ITB Mandatory Requirements. Please see Modification for changes.

Modifications to the RFP:

M10: Annex F ACQ V3 para. 5.1.1

Delete

“ within the period beginning March 3, 2008 and ending seven (7) years after the Effective Date of Contract.”

Insert

“...the period beginning March 3, 2008 and ending seven (7) years after the End Date of Contract.”

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