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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

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Title - Sujet CATS/SEAI	
Solicitation No. - N° de l'invitation W636A-09CATS/J	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client W636A-9-CATS	Date 2015-10-14
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Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-01-15	
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: Genest, Frederic	Buyer Id - Id de l'acheteur 002ct
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Signature	Date

This amendment 03 to Request for Proposal (RFP) W636A-09CATS/J is raised in order to:

- 1) Provide responses to questions and comments # 25 to 33 received from potential bidders.
- 2) Modify various sections of the RFP to reflect Canada's responses to such questions and comments.
- 3) Replace the Price Evaluation Model (PEM) workbook in its entirety to reflect Answers 12, 23 and 28.

1) Canada Responses to Questions and Comments Received from Potential Bidders.

Question/comment 25: The Crown has identified the 'Evaluation of Aircraft at Site Visit' as Phase VII of the bidding process and detailed these new requirements expected of the contractor at Contracted Airborne Training Services (CATS) Request for Proposal W636A-09-CATS/J Volume I, Annex B, Evaluation Plan, Section 8.

As the Crown was made aware during the Industry Consultation process that many qualifying fighter assets are in the possession of foreign governments and are being sold conditionally on successful winning of the CATS, contract, the stated requirements in phase VII are problematic and in need further explication.

- a) For example, certain countries require specificity on individuals and travel arrangements prior to issuing visas. One week notice (para 8.4) is insufficient time to make arrangements and obtain official documentation for site visits. In all cases, it is assumed that the Crown will fund all travel costs to and from the destination airfield wherever it may be in the world. Will the Crown take into consideration the policies of foreign governments that are beyond the control of the bidder in meeting Phase VII requirements or are the details of this requirement negotiable?
- b) Secondly, the documentation requirements stated in paras 8.5 and 8.6 are dependent on the military policies of the selling state in question and gaining access identified in section 8 cannot be predetermined. As the sale of the aircraft is conditional on the awarding of the contract, access to certain documentation could be restricted due to national security considerations. Will the Crown entertain use of OEM documentation and briefings by recognized state officials should the detailed specificity not meet para 8.7 timings?

Answer 25: Canada has taken your input regarding travel arrangements (1a) into consideration and will revise the RFP in a subsequent amendment to allow Bidders up to one month from the notice of the Site Visit to the actual start of the visit. Bidders are advised that Canada will only be responsible for travel arrangements for Canada's Site Visit team and to pay the associated costs; Bidders will be responsible for all arrangements and costs associated with other stakeholders.

As it relates to taking into consideration the policies of foreign governments and access to some documentation potentially being restricted, Bidders are reminded that the purpose of the Site Visit is specifically to assess the likelihood of the aircraft being able to meet the requirements (including CAR 702 requirements) to obtain the necessary civilian and military flying approvals within twelve (12) months of contract award. The current approach mitigates the risk to both Canada and the Contractor that any restrictions preventing full access to the required documentation or aircraft results in a lack of important information required to assess that risk and therefore increases the likelihood of not meeting the requirement.

As indicated in the Evaluation Plan (Volume 1, Annex B, Article 8), if one or more of the aircraft selected by Canada are not available for inspection, a score of 0% will be awarded under evaluation phase VII and the bid will be declared non-responsive. As it relates to the documentation to be provided by the Contractor, failure to provide any of it will not in itself result in the bid being declared non-responsive. However, any missing documentation or information can result in Canada assessing the likelihood as a high risk (and the bid being declared non-responsive).

Canada will revise the RFP in a subsequent amendment to consider briefings by recognized state officials should the Bidder demonstrate inability to provide some required documentation due to the military policies of that country. However, such briefings from recognised state officials shall take place at the time and location of the Site Visit, and the Bidder will be entirely responsible for all associated arrangements and costs. Information received by Canada's Site Visit Team at such briefings will be considered based on its content, quality and Canada's level of confidence.

Question/comment 26: Reference: Volume 1, Annex B, Appendix 4, CRT-58

Current Requirement: The targeting/imaging system for all aircraft proposed for Profile 4 and for all aircraft proposed for Profile 7 must provide Full Motion Video (FMV) imagery and geospatial data in day, dusk and night conditions in a diverse environment (urban, rural, desert) including a Video Data Link (VDL) which broadcasts C-band digital, C-band analog, S-band analog and L-band analog signals compatible with Rover 5 units.

Recommended Change: Remove the requirement for L band.

Reason for Change: L band is not used for training. Inclusion of this band will increase cost with no training benefit to the customer.

Answer 26:

Canada concurs that L Band is not required for this profile. This criterion is therefore amended as per Article 2a) below.

Question/comment 27: Reference: Volume 2, Annex A, Appendix 1, ANN-85

Current Requirement:

Operation in the full spectrum of VHF/FM from 30MHz to 88MHz communications that complies with MIL-STD 188-242;

Recommended Change:

Delete this requirement.

Reason for Change:

While this is a frequency band employed by the Army, it is not employed for tactical communications with a/c. Making this a mandatory requirement will increase cost with no benefit to CF training. This requirement should be deleted.

Answer 27:

Canada has confirmed that this requirement is no longer valid. While it had previously been required that the aircraft establish contact with Range Control prior to entering active ranges, all range coordination is now completed by the FAC and communicated directly to the aircraft via UHF. This requirement is therefore removed from the RFP as per Article 2b) below.

Question/comment 28: Reference: Volume 2, Annex BCurrent Requirement:

- 3.2.c & 4.2.c The costs for ferry (Article 10.0) and the associated fuel, Travel and Living (Article 11.0), Additional Aircrew (Article 6.0), Aircraft Standby (Article 7.0), and Cancellation Fee (Article 8.0) all form part of the all-inclusive Serial Price per On Station Hour for Tier 1A Services and therefore are not payable separately.
- 6.1 Contractor is responsible to ensure there is sufficient aircrew to meet deployed tasking in the Contract. However, in exceptional circumstances, DND may request under a specific Tasking Request for Tier 1 Services or Tier 2 Services for the Contractor to provide additional aircrew. Such exceptional circumstances may include large exercises where consecutive Flying Hours result in aircrew being tasked beyond the limitation established under Transport Canada regulations or CAF orders and directives, whichever is more stringent. The purpose is to allow aircrew to meet mandatory rest period between flights.
- 6.3 Additional Aircrew fees shall only be incurred if DND explicitly requests and approves additional aircrew in the Task Authorization for Tier 1 Services or Tier 2 Services.

Recommended Change: Additional aircrew should be removed from article 3.2.c & 4.2.c.

Reason for Change: Additional aircrew should not be part of Tier 1 all-inclusive pricing. Tier 1 tasking LOTs are predicated on a single crew day, when planned operations are such that additional aircrew are warranted and approved, as per article 6, then compensation should be paid for either Tier 1 or Tier 2 service – This is in accordance with the current wording for article 6.3. Articles 3.2.c & 4.2.c conflict with this and should be amended

Answer 28: This comment has highlighted to Canada a discrepancy between the Statement of Work (Volume 2, Annex A) and the Basis of Payment (Volume 2, Annex B).

The CATS RFP and any resulting contract are based on a Line of Tasking (LOT) not exceeding a standard crew day in accordance with the following definition of Volume 2, Annex A, Appendix 3:

Lines of Tasking (LOT): Lines of Tasking is a performance measurement unit that indicates the employment of one aircraft for one crew day (crew day is defined in 1CAD orders). A LOT can include multiple sorties and can be conducted with multiple crews. Individual lines of tasking can incorporate several different loads and destinations. (underlined added)

This approach is further emphasised in various locations of the Statement of Work (e.g. items SOW-149, SOW-350, SOW-351, SOW-354 and SOW-355).

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As a result of each LOT being limited to a crew day as defined in 1CAD orders, and notwithstanding the current Article 6.0 of the Basis of Payment (Volume 2, Annex A), there will be no requirement nor payment for Additional Aircrew required to address crew rest.

As indicated in Article 6.3 of the Basis of Payment, all aircrew required by the Contractor to guarantee Mission or Sortie success under its LOT obligations (each LOT being constrained to a crew day) shall be provided at the sole responsibility and cost of the Contractor. However, Canada may explicitly request and approve Additional Aircrew in the Task Authorization for Tier 1 Services or Tier 2 Services in exceptional circumstances not related to crew day limitations. To better reflect the sporadic occurrences of such a request, the estimated quantity of Additional Aircrew will be reduced from 20 days per year to 5 days in the Price Evaluation Model (Volume 1, Annex B, Appendix 7).

The Basis of Payment and Price Evaluation Model are amended as per Articles 2c) and 3. below to reflect the above approach established in the Statement of Work.

Question/comment 29: Reference: Volume 2, Annex A, SOW-217 and SOW-251

Current Requirement: CATS Program Standards Pilot Training – The CPSPs will receive ground & flight training on at least one platform, and ground training on the remaining platforms at no expense to Canada.

Question: To enable manpower & cost planning, what is the maximum number of DND CPSPs that will be trained in a year?

Answer 29: Typically, there are two CATS Program Standards Pilots trained over a two to three year period. For the purposes of this RFP, it is recommended that Bidders plan for an average of one CATS Program Standards Pilot being trained per year.

Question/comment 30: Reference: Volume 2, Annex A, Appendix 1, ANN-293

Current Requirement: The Contractor must provide all ALSE for all personnel flying on Contractor aircraft. Reference 3.11.2.1.2.1 thru 4, this includes all flight uniforms, undergarments and outerwear, along with the ejection seat specific items in 3.11.2.2.2.1 thru 5.

Question: Confirm that the intent is for the contractor to provide “all” ALSE to contractor personnel, but that DND personnel will wear DND provided flight suits, undergarments and outerwear - That for DND personnel the contractor is only responsible for providing the ALSE detailed in 3.11.2.2.2.1 thru 5?

Answer 30: Your observation is correct. Personal issue flight clothing described in Volume 2, Appendix 1 - Technical Requirements for the SOW, items ANN-295 to 298 will be provided by DND to DND personnel and DND will be solely responsible for it. The Contractor is responsible for

providing this flight clothing to contractor personnel only. The Contractor is responsible for all other ALSE described in the SOW. The RFP is revised accordingly as per Article 2d) below.

Question/comment 31: How many LAU-7 launchers, which are required to support both CATM & ACMI pods, does Canada intend to provide and confirm that recurring inspection and maintenance support for these items will be provided?

Answer 31: Canada will provide twelve LAU-7 launchers as Government Furnished Equipment (GFE). Canada's responsibilities for such GFE are as described in Article 10.1 of the Statement of Work (Volume 2, Annex A).

Question/comment 32: Reference: Volume 2, Annex A, SOW-1407

Current Requirement: The Contractor must provide sufficient Targeting-Imaging systems to meet two (2) concurrent LOTs. This will be comprised of either 2 MCSF; or 1 MCSF and 1 MEA, as tasked by DND.

Recommended Change: Add that scheduling of LOTs requiring Targeting-Imaging systems will be managed such that Targeting-Imaging systems can be moved from one location to another between taskings._

Reason for Change: The Targeting-Imaging systems are very expensive items to procure so minimizing the number of systems required will help keep overall program cost down. If Targeting-imaging system taskings are possible at any MOB on any day then a minimum of six (6) systems would be required to meet the current requirement. However, if sufficient notice is given such that units can be moved from MOB to MOB then the requirement could be addressed with fewer systems.

Answer 32: DND would not normally task back-to-back missions requiring both Targeting-Imaging systems in different geographical regions. To alleviate this concern, such missions will be managed to permit de-confliction either by permitting sufficient time between taskings to accommodate moving the targeting/imaging systems or by tasking only a single targeting/imaging system at each location. The RFP is revised accordingly as per Article 2e) below.

Question/comment 33: Reference: Volume 2, Annex A, Appendix 3, Definition of "Aircraft Type"

Current Definition: An aircraft type is an individual or group of aircraft/platforms which have identical make and model and incorporate the same modifications".

Question: For a fleet of aircraft of identical make and incorporating the same modifications, are singles and duals considered different models?

Rational: The definition as written is not clear on the question of Single vs Dual seat aircraft of the same make and with the same modifications. For example, is the F-18 A/B considered the same

make and model or would A be one model and B a different model? A mixed fleet of singles and duals of the same make with the same modifications would not adversely impact operational and scheduling flexibility; in fact it could easily increase flexibility and provide a more efficient solution over a fleet with the minimum number of duals required by the RFP.

Answer 33: Canada would consider an aircraft fleet of single and dual seats to be different types, as single seat and dual seat aircraft do incorporate different modifications, namely an extra seat, longer canopy, additional weight/length, and may have slightly difference performance characteristics. In this specific example, note that a single seat aircraft cannot meet the requirement of Mission Profile 3 and must therefore be proposed and assessed separately from the dual-seat aircraft. Finally, a mixed single/dual seat fleet would affect scheduling flexibility; for example changing from a Profile 1 to a Profile 3 mission would be dependent upon the aircraft tasked, and would not be possible with a single seat aircraft.

2) Modification to Various Sections of the RFP.

2a) Removal of the requirement for the targeting/imaging system to broadcast L-band analog signals.

- i) At Volume 1, Annex B, Appendix 4 - Management and Technical Mandatory Requirements, CRT-58,
DELETE:

The targeting/imaging system for all aircraft proposed for Profile 4 and for all aircraft proposed for Profile 7 must provide Full Motion Video (FMV) imagery and geospatial data in day, dusk and night conditions in a diverse environment (urban, rural, desert) including a Video Data Link (VDL) which broadcasts C-band digital, C-band analog, S-band analog and L-band analog signals compatible with Rover 5 units;

INSERT

The targeting/imaging system for all aircraft proposed for Profile 4 and for all aircraft proposed for Profile 7 must provide Full Motion Video (FMV) imagery and geospatial data in day, dusk and night conditions in a diverse environment (urban, rural, desert) including a Video Data Link (VDL) which broadcasts C-band digital, C-band analog and S-band analog signals compatible with Rover 5 units;

- ii) At Volume 2, Annex A, Appendix 1 - Technical Requirements for the Statement of Work, ANN-109:

DELETE:

Must include a Video Down Link (VDL), which broadcasts C-band digital, C-band analog, S-band analog and L-band analog signals compatible with Rover 5 units;

INSERT

Must include a Video Data Link (VDL), which broadcasts C-band digital, C-band analog and S-band analog signals compatible with Rover 5 units;

2b) Modification to the communication system requirement for all aircrafts

- i) At Volume 2, Annex A, Appendix 1 - Technical Requirements for the SOW, DELETE in its entirety ANN-85.
- ii) At Volume 1, Annex B, Appendix 4 - Management and Technical Mandatory Requirements, REPLACE CRT-44 in its entirety by:

CRT-44	This Criterion is intentionally left blank				
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2c) *Modification to the Basis of Payment and Price Evaluation Model as it relates to Additional Aircrew.*

- i) At Volume 2, Annex B, Basis of Payment, REPLACE Article 3.2 Payment in its entirety by:

3.2 Payment: Following the delivery of services under a Task Authorization for Tier 1A Services, the Contractor will be paid the following through monthly progress claims:

- a. total monthly payments, which comprise the following:
1. actual On Station Hours provided each month at the applicable firm all-inclusive Serial Price per On- Station Hour for the applicable Mission Profiles in Table 1A pursuant to authorized Task Authorizations (DND 626);
 2. actual number of Sorties with On-Station Services flown each month at the applicable Fixed Transit Price per Sortie with On-Station Services in Table 1A, pursuant to authorized Task Authorization (DND 626); and
 3. Additional Aircrew and associated travel and living expenses authorised in accordance with Articles 6.0 and 11.0.
- b. for Aircraft Fuel in accordance with Article 9.0 pursuant to authorized Task Authorization (DND 626);
- c. The costs for ferry (Article 10.0) and the associated fuel, Travel and Living other than for authorised Additional Aircrew (Article 11.0), Aircraft Standby (Article 7.0), and Cancellation Fee (Article 8.0) all form part of the all-inclusive Serial Price per On Station Hour for Tier 1A Services and therefore are not payable separately.

- ii) At Volume 2, Annex B, Basis of Payment, REPLACE Article 4.2 Payment in its entirety by:

4.2 Payment: Following the delivery of services under a Task Authorization for Tier 1B Services, the Contractor will be paid the following through monthly progress claims:

- a. total monthly payments, which comprise the following:
1. actual On Station Hours provided each month at the applicable firm all-inclusive Serial Price per On Station Hour for the applicable Mission Profiles in Table 1B pursuant to authorized Task Authorization (DND 626);
 2. actual number of Sorties with On-Station Services flown each month at the applicable Fixed Transit Price per Sortie with On-Station Services in Table 1B pursuant to authorized Task Authorization (DND 626); and
 3. Additional Aircrew and associated travel and living expenses authorised in accordance with Articles 6.0 and 11.0.

- b. for Aircraft Fuel in accordance with Article 9.0 pursuant to authorized Task Authorization (DND 626);
 - c. The costs for ferry (Article 10.0) and the associated fuel, Travel and Living other than for authorised Additional Aircrew (Article 11.0), Aircraft Standby (Article 7.0), and Cancellation Fee (Article 8.0) all form part of the all-inclusive Serial Price per On Station Hour for Tier 1B Services and therefore are not payable separately.
- iii) At Volume 2, Annex B, Basis of Payment, REPLACE Article 6.0 Additional Aircrew in its entirety by:
- 6.0 ADDITIONAL AIRCREW**
- 6.1 Contractor is responsible to ensure there is sufficient aircrew to meet deployed tasking in the Contract. However, in exceptional circumstances, DND may request under a specific Tasking Request for Tier 1 Services or Tier 2 Services for the Contractor to provide additional aircrew. Such exceptional circumstances may include large exercises where it is imperative that Canada mitigates potential risk to successful mission or sortie completion.
- 6.2 For greater clarity, Additional Aircrew will not be tasked or paid in order to allow aircrew to meet mandatory rest period between flights, each Line of Tasking (LOT) being constrained to one crew day as defined in 1CAD orders (Volume 2, Annex A, Appendix 3). Furthermore, Additional Aircrew will not be tasked or paid in order to ferry a Standby Aircraft tasked under Article 7.0 below, the pilot cost forming part of the Fixed Price per Standby Aircraft per Diem of Table 3.
- 6.3 Additional Aircrew fees shall only be incurred if Canada explicitly requests and approves Additional Aircrew in the Task Authorization for Tier 1 Services or Tier 2 Services. Should the Contractor require additional aircrew to guarantee Mission or Sortie success, such aircrew shall be provided at the sole responsibility and cost of the Contractor.
- 6.4 Following the provision of authorised Additional Aircrew under a Task Authorization, the Contractor will be paid the following through monthly progress claims:
- a. An all-inclusive Fixed Price per Additional Aircrew per Diem (crew day) of \$ To be identified by the Contractor in its proposal for the specific number of days was in place, as authorized in the Task Authorization;
 - b. Authorised travel and living expenses, in accordance with Article 11.0.

2d) *Clarification on the obligations associated with Aircrew Life Support Equipment*

- i) At Volume 2, Annex A – Statement of Work, SOW-93,
DELETE:

providing Government Furnished Personnel (GFP) to meet sortie requirements. This includes, but is not limited to Electronic Warfare Officers (EWO), Pod Technicians, and Forward Air Controllers (FAC).

INSERT

providing Government Furnished Personnel (GFP) to meet sortie requirements. This includes, but is not limited to Electronic Warfare Officers (EWO), Pod Technicians, and Forward Air Controllers (FAC). Personal issue flight clothing provided by DND to DND personnel will be the sole responsibility of DND;

- ii) At Volume 2, Annex A – Statement of Work, SOW-776,

DELETE:

This will include, but is not limited to modifications or upgrades to aircraft, aircraft configuration requirements and provision, maintenance and modifications of all upgrades or replacement of ALSE to ensure compliance with legislated standards (including safety), certification, licensing and airworthiness throughout the Contract Period of Service.

INSERT

This will include, but is not limited to modifications or upgrades to aircraft, aircraft configuration requirements and provision, maintenance and modifications of all upgrades or replacement of contractor-provided ALSE to ensure compliance with legislated standards (including safety), certification, licensing and airworthiness throughout the Contract Period of Service.

- iii) At Volume 2, Annex A – Statement of Work, SOW-823,

DELETE:

The Contractor must provide all ALSE for Contractor aircrew and DND aircrew, to fly in and operate Contractor aircraft and conduct all levels of maintenance required as per the manufacturer's guidelines for all ALSE and communication equipment.

INSERT

The Contractor must provide all ALSE for Contractor aircrew and DND aircrew (with the exception of DND personal issue flight clothing), to fly in and operate Contractor aircraft and conduct all levels of maintenance required as per the manufacturer's guidelines for all contractor-provided ALSE and communication equipment. Personal issue flight clothing provided by DND to DND personnel will be the sole responsibility of DND.

- iv) At Volume 2, Annex A, Appendix 1 - Technical Requirements for the SOW, ANN-293,

DELETE:

The Contractor must provide all ALSE for all personnel flying on Contractor aircraft.

INSERT

The Contractor must provide all ALSE for all personnel flying on Contractor aircraft, with the exception of DND-provided personal issue flight clothing to DND personnel that will be the sole responsibility of DND.

- v) At Volume 2, Annex A, Appendix 1 - Technical Requirements for the SOW, ANN-294,
DELETE:

Contractor ALSE must be compatible with the following DND clothing permutations described in B-22-050-278 FP-000 CF Manual of Aviation Life Support Equipment and Techniques:

INSERT

DND will provide the following personal issue flight clothing for DND personnel only. The Contractor must provide Contractor personnel with the following flight clothing compatible with the DND clothing permutations described in B-22-050-278 FP-000 CF Manual of Aviation Life Support Equipment and Techniques:

- vi) At Volume 2, Annex A, Appendix 1 - Technical Requirements for the SOW, ANN-299,
DELETE:

The Contractor must conduct all applicable ALSE safety and serviceability inspections.

INSERT

The Contractor must conduct all applicable ALSE safety and serviceability inspections on contractor-provided ALSE.

- vii) At Volume 2, Annex A, Appendix 1 - Technical Requirements for the SOW, ANN-300,
DELETE:

An ALSE fit demonstration using summer clothing, winter clothing and immersion suits must be conducted via a DND check program.

INSERT

An ALSE fit demonstration using summer clothing, winter clothing and immersion suits must be conducted on contractor-provided ALSE via a DND check program.

- 2e) *De-conflicting of consecutive missions in different geographical locations requiring the Targeting-Imaging systems.*

At Volume 2, Annex A - Statement of Work, SOW-1407:

DELETE:

The Contractor must provide sufficient Targeting-Imaging systems to meet two (2) concurrent LOTS. This will be comprised of either 2 MCSF; or 1 MCSF and 1 MEA, as tasked by DND.

INSERT:

The Contractor must provide sufficient Targeting-Imaging systems to meet two (2) concurrent LOTS. This will be comprised of either 2 MCSF; or 1 MCSF and 1 MEA, as tasked by DND. If two consecutive missions are tasked in different geographical locations, they will be de-conflicted either by permitting sufficient time between taskings to accommodate moving the targeting/imaging systems or by tasking only a single targeting/imaging system at each location.

3) Replacement of the Price Evaluation Model (PEM) Workbook

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The Price Evaluation Model (Volume 1, Annex B, Appendix 7) is REPLACED in its entirety by a revised version (file "CATS - Vol 1b7-Price Evaluation Model_revision1.xls") provided through the attachment "CATS RFP Amendment -3.zip" available from BuyandSell.gc.ca.