



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 0B2 / Noyau 0B2
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
Electronics, Simulators and Defence Systems Div.
/Division des systèmes électroniques et des systèmes de
simulation et de défense
11 Laurier St. / 11, rue Laurier
8C2, Place du Portage
Gatineau
Québec
K1A 0S5

Title - Sujet OPTICAL TRACKING SYSTEM		
Solicitation No. - N° de l'invitation W7714-166116/A		Amendment No. - N° modif. 005
Client Reference No. - N° de référence du client W7714-166116		Date 2015-12-01
GETS Reference No. - N° de référence de SEAG PW-\$\$QF-113-25485		
File No. - N° de dossier 113qf.W7714-166116	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-12-04		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: Martyniuk, David		Buyer Id - Id de l'acheteur 113qf
Telephone No. - N° de téléphone (819) 953-7336 ()		FAX No. - N° de FAX (819) 956-5650
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 bid solicitation amendment # 005 is issued to respond to a question from Industry:

Question #14

Reference: 2010A 23 (2014-09-25) Default by the Contractor, states: "...3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination"

Question: We would prefer that the liability be limited to the price of the contract. In short, our firm will refund the money paid to our firm should we be unable to deliver.

Answer: This suggestion is not accepted, the terms and conditions of the bid solicitation remain the same.

Question #15

Reference: Bid Solicitation

Question: Can PWGSC include the following clause: THE SELLERS LIABILITY UNDER SECTIONS XX OF THESE TERMS AND CONDITIONS OR FROM ANY CAUSE OF ACTION RELATING TO THE CONTRACT AND THESE TERMS AND CONDITIONS (INCLUDING CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS) WILL NEVER IN ANY CIRCUMSTANCE EXCEED THE TOTAL CONSIDERATION PAID TO THE CONTRACTOR BY PURCHASER UNDER THE CONTRACT.

Answer: This suggestion is not accepted, the terms and conditions of the bid solicitation remain the same.

Question #16

Reference:

- Question and Answer #3
- Bid Solicitation modification no. 2
- Annex A – Statement of Work, 5.5 Acceptance testing

Question: When is the acceptance test report due?

Answer: As per bid solicitation modification no. 2, the acceptance test report must be delivered no later than 04-30-2016.

Question #17

Reference:

- Article 3.1 – Bid Preparation Instructions
- Standard Instructions - Goods or Services - Competitive Requirements, 07 (2012-03-02) Delayed Bids
- Question and Answer #2

Question: What post mark date must the submittal pack have to be valid?

Answer: As per the Standard Instructions, a bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:

- a CPC cancellation date stamp; or
- a CPC Priority Courier bill of lading; or
- a CPC Xpresspost label

that **clearly indicates that the bid was mailed before the bid closing date.**

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