



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
Scientific, Medical and Photographic Division /
Division de l'équipement scientifique, des produits
photographiques et pharmaceutiques
11 Laurier St./ 11 rue, Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet JOINT CBRN GEN. SERVICE RESPIRATOR	
Solicitation No. - N° de l'invitation W8476-155141/C	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W8476-155141	Date 2016-07-13
GETS Reference No. - N° de référence de SEAG PW-\$SPV-867-71135	
File No. - N° de dossier pv867.W8476-155141	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-08-12	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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: Lalonde, Martin	Buyer Id - Id de l'acheteur pv867
Telephone No. - N° de téléphone (819) 462-1009 ()	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

PWGSC

Joint CBRN GSR – RFP, Amendment 001

This amendment is raised to update the JOINT CBRN GEN. SERVICE RESPIRATOR, Solicitation No. W8476-155141/C, dated 23 June 2016

Amendments to the Terms and Conditions:

The project identified that for Bid evaluation and Treasury Board approval Canada requires bid validity to be for 2 years

Section 2.13

DELETE:

Three Hundred Sixty Five (365)

INSERT:

Two (2) years

QUESTION 9: Will Canada pay for the masks and filter systems that are held in the Contractor's stock at the time they go into the Contractor's stock? Annex E states that Canada will purchase at least 700 masks and 7,000 filters annually while 8.1.2 states 700 and 10,000 respectively. There appears to be an anomaly with the number of filters.

ANSWER: Canada will pay for the masks and filter systems only when they are withdrawn from the Contractor's stock. Canada will amend 8.1.2 to say 7,000 filters:

Section 8.1.2:

DELETE:

"10,000 Filter Systems' and;

INSERT:

"7,000 Filter Systems"

Section 8.1.3:

DELETE:

"10,000 Filter Systems' and;

INSERT:

"7,000 Filter Systems"

QUESTION 10: (b) and (c) should have dates inserted similar to those in 7.25.

ANSWER: Canada will amend 8.35 to read:

DELETE:

8.35 Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions (*insert number, date and title*);
- (c) the general conditions (*insert number, date and title*);
- (d) Annex J, Acronyms and Definitions
- (e) Annex D, In-Service Support Statement of work;
- (f) Annex E, In-Service Support Contract Deliverables Pricing List (CDPL);
- (g) Annex C, Industrial Technological Benefits and Value Proposition;
- (h) Annex G, Security Requirements Check List;
- (i) Annex H, Financial Evaluation;

- (j) Annex I, Federal Contractors Program for Employment Equity - Certification (*if applicable*);
- (k) the signed Task Authorizations (including all of its annexes, if any) (*if applicable*); and
- (l) the Contractor's bid dated , (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award.* ", as clarified on " **or** ", as amended on _ " *and insert date(s) of clarification(s) or amendment(s)*).

INSERT:

8.35 Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2030 (2016-04-04, General Conditions – Higher Complexity Goods);
- (c) Annex J, Acronyms and Definitions, 31 May 2016;
- (d) Annex D, In-Service Support Statement of Work, 31 May 2016;
- (e) Annex E, In-Service Support Contract Deliverables Pricing List (CDPL), 31 May 2016;
- (f) Annex C, Development Industrial Trade Benefits and Value Proposition), 31 May 2016;
- (g) Annex G, Security Requirements Check List, 31 May 2016;
- (h) Annex H, Total Evaluation Price, 31 May 2016;
- (i) Annex I, Federal Contractors Program for Employment Equity – Certification, 31 May 2016; and
- (j) the Contractor's bid dated,

Amendment to Annex A, Acquisition Statement of Work:

QUESTION 12: 5.3.6 indicates that some of the verification activities will not be defined until after CDR. Can Canada please confirm that the costs associated with those activities would be handled at that time via a funded AWR?

ANSWER: Canada will delete 5.3.6:

DELETE:

5.3.6 Where the Acceptance column indicates "Pending Critical Design Review", after Critical Design Review (CDR), Canada and the Contractor will agree on system requirements that must be tested as part of the FCA and/or FAT.

INSERT:

Nil

**Annex A, Acquisition Statement of Work, APPENDIX AA - System Requirements Specification,
JCG - SRS - 154, Page A-AA- 56/272**

DELETE:

60 points

INSERT:

250 points

Amendment to Annex F – Bid Evaluation Plan:

Paragraph 3.1.1, a, i:

QUESTION 23: Is Canada confident that multiple bids will be received within the \$30M financial limitation given the demanding requirements, schedule and ITB deliverables specified in the RFP?

ANSWER: The RFP incorrectly included OLIN 1 to 9 in the \$30M financial limitation. With the removal of OLIN 1 to 9 Canada is confident it will receive multiple bids. Canada will change 3.1.1. a.i. to read:

DELETE:

- i. it is within the maximum financial limitation (\$30,000,000 taxes extra). The maximum funding is not to exceed the total of acquisition Contract Line Item Number (CLIN)-1 to CLIN-21, Option Line Item Number (OLIN)-1 to OLIN-9 and on in-service support CLIN-1 to CLIN-6 pricing list. (Applicable taxes extra); and

INSERT:

- i. it is within the maximum financial limitation (\$30,000,000 taxes extra). The maximum funding is not to exceed the total of acquisition Contract Line Item Number (CLIN)-1 to CLIN-21 and of in-service support CLIN-1 to CLIN-6 pricing list. (Applicable taxes extra); and

Paragraph 5.1.1:

The project identified that RMCC was not included in the list of organisations carrying out UITPT

DELETE:

5.1.1 There are no Bidder's requirements for Phase 2E. It will involve the User Involved Technical Performance Test Plan (UITPT) activities, where the System Engineer Team Leader, with the support of Defence Research and Development Canada (DRDC) Valcartier, Quality Engineering Test Establishment (QETE), National Research Council of Canada (NRC) and the CAF, will evaluate the mandatory and rated requirements using the deliverables provided under Phase 2C in accordance to Appendix FG - Phase 2E - User Involved Technical Performance Test Evaluation Compliance Matrix.

INSERT:

5.1.1 There are no Bidder's requirements for Phase 2E. It will involve the User Involved Technical Performance Test Plan (UITPT) activities, where the System Engineer Team Leader, with the support of Defence Research and Development Canada (DRDC) Valcartier, Quality Engineering Test Establishment (QETE), National Research Council of Canada (NRC), Royal Military College Canada (RMCC), and the CAF, will evaluate the mandatory and rated requirements using the deliverables provided under Phase 2C in accordance to Appendix FG - Phase 2E - User Involved Technical Performance Test Evaluation Compliance Matrix.

Annex F - Bid Evaluation Plan, Table 3 - Phase 2E User Involved Technical Performance, ROW on "Integration with CAF PPE", Page F- FJ - 42/58(at the top)

The project identified that JCG-SRS-159 was no longer applicable to this test.

DELETE:

JCG - SRS – 159

The Bidder must provide Stowage Configuration instructions for Bidder-supplied components of the Filled CAF Carrier.

INSERT:

Nil

Amendment to Annex H – Total Evaluation Price Summary:

The project identified that CLIN-22 was incorrectly identified when calculating evaluation price

DELETE:

Acquisition deliverables - CLIN-1 to CLIN-22 (as per Annex B - Table1)

INSERT:

Acquisition deliverables - CLIN-1 to CLIN-21 (as per Annex B - Table1)

Amendment to Annex H, Appendix HA – Total Evaluation Price:

The project identified that CLIN-1 was incorrectly labelled CLIN-001

DELETE:

Sub-Total Table 1 – Acquisition deliverables - Sum of CLIN-001 to CLIN-21

INSERT:

Sub-Total Table 1 – Acquisition deliverables - Sum of CLIN-1 to CLIN-21

Questions that did not lead to Amendments in RFP:

T&C 2.5.1 QUESTION 1: It is highly unusual that the default position is that all CDRL's will be in both official languages unless otherwise noted. The SOW and some CDRL's specify bilingual documents and normally if they don't specify bilingual documents then they can be provided in either language. Please clarify?

ANSWER: T&C Para 2.5.1 states 'Unless otherwise specified, the Contractor must deliver all deliverables listed in the Contract Data Requirements List (CDRL) in Canadian English or Canadian French.' CDRLs do not have to be provided in both official languages unless specified otherwise in the SOW and the CDRL's.

T&C 4.1.4 QUESTION 4: This is noted however please confirm that any results from this additional testing will not be binding upon the Bidder?

ANSWER: Results from additional testing are for DND information purposes only. If results identify a capability that has not been offered by the bidder as part of his bid then he will not be bound to provide that capability if he is the winning bidder.

T&C 7.2 QUESTION 5: Please consider specifying a firm number of months or years after contract award for exercising options, otherwise Bidders are at risk that small quantities could be ordered at or near the end of the contract period which could be delayed for any number of reasons. We propose two years after contract award. It is noted that future systems and components can be procured under the ISS contract anyway.

ANSWER: Within the Terms and Conditions, 7.2 states "The Contracting Authority may exercise the option, in part or in whole, at any time before the expiry of the Contract by sending a written notice to the Contractor"

At 1.2.2 Canada states that "The contract is for a period of up to 24 months after contract award."

Therefore, your proposed "two years after contract award" is already covered by 1.2.2.

T&C 7.6.1 QUESTION 6: How will Canada determine the end of the period of performance? We note it is unusual to specify a firm date.

ANSWER: At 1.2.2 Canada states that "The contract is for a period of up to 24 months after contract award."

T&C 7.21 QUESTION 8: We recommend removing SACC D5540C because this does not agree with D5545C nor the Annex A SOW at 7.1.7.1.

ANSWER: Canada does not see a disagreement between SACC D5540C and D5545C and Annex A SOW at 7.1.7.1. SACC D5540C deals mostly with "Assistance for Government Quality Assurance (GQA)" while D5545C deals with the responsibilities of the Contractor to implement a quality system appropriate to the scope of the work to be performed. With respect to Annex A, SOW, at 7.1.7.1 it deals with the contractor responsibilities for the performance of all QC verification requirements where it says that the "Contractor may utilize their own or any other facility acceptable to the government or its designated representative, Quality Assurance Authority (QAA). The contractor is responsible for ensuring that all material or services submitted to the government for acceptance comply with all requirements of the contract."

Anx A 6.9.1 QUESTION 13: Will Canada provide a list or copies of existing publications during the RFP period?

ANSWER: Negative

Appx AA QUESTION 14: Please confirm that tests conducted during the bid evaluation (ex. SRS object JCG - SRS – 4306, which is verified via "test" at Phase 2D) to demonstrate compliance to SRS requirements will not have to be conducted again after contract award (i.e. please confirm that these results will be acceptable to Canada for the purposes of demonstrating compliance to the SRS).

ANSWER: Tests conducted during the Bid Evaluation to demonstrate compliance to SRS requirements will not be conducted again after Contract Award, unless there is an issue after Contract Award that requires a repeat of a test. Additionally Canada reserves that right to carry out any tests it deems fit at its own expense.

Appx AB CDRL 206 QUESTION 15: Please confirm that a "Logistical EBS" refers to an EBS that is based upon the shipping configuration of the equipment.

ANSWER: The EBS is not based upon the shipping configuration. That said, the Logistical EBS may include shipping configuration if the product structure is the same as the shipping configuration.

Appx AC DID ILS-210 QUESTION 16: Please indicate what level of detail is expected at section 10.2.1 of the Sensitive Materials and Controlled Items Lists. For the item labelled "procedures" in this section, must the deliverable include a detailed "step by step" procedure required to mitigate the special requirement?

ANSWER: The level of detail required is that identified by the contractor in order to meet the direction in 10.2.1 to 10.2.3 and will vary dependent upon the actual Sensitive Material or Controlled Item. The deliverable for the 'procedures' is a 'step-by-step' method to be placed in the technical publications to enable personnel to perform the procedures. DND will verify these procedures during the technical publications review.

Appx AE 16.4.1 QUESTION 17: Is transportation cost included in line item prices or will DND perform transportation?

ANSWER: Transportation costs are to be included in the line item prices.

Appx AG QUESTION 18: Please explain how the items on this list are used or to be considered by the Bidder?

ANSWER: The items in Appendix AG are CAF equipment that may be used during the Bid Evaluation.

Anx B QUESTION 19: Please specify firm delivery locations since delivery cost is different for Montreal than Edmonton.

ANSWER: Delivery will be split 60% Montreal and 40% Edmonton.

Anx E QUESTION 20: It appears that all CLIN's are optional therefore what is the reason for labeling certain items as CLIN's and others as OLIN's?

ANSWER: CLIN are items which are part of the firm years of the ISS contract. OLIN are items under the optional period of the ISS contract.

Anx E QUESTION 21: Please specify firm delivery locations since delivery cost is different for Montreal than Edmonton.

ANSWER: Delivery will be split 60% Montreal and 40% Edmonton.

Anx F 2.2.3 k QUESTION 22: Please clarify the methodology in view of 3.3.5 c iii). Does all this mean a Bidder may be able to increase their score to remain in the competition but revert to their original score as bid for the purposes of final selection at Phase 3?

ANSWER: Where there is a minimum score within Phase 2 and the bidder has received a 'Preliminary Evaluation Report' showing they have not met a minimum score then a bidder will be able to resubmit a response to the specified SRS in order to try to meet the minimum score. The original score, before the re-submission, will be used to calculate the Bidders' highest technical score.

Anx F 3.4.1 QUESTION 26: We respectfully request changing the delivery time for Phase 2C deliverables in respect of possible outcome resulting from 3.3.10. It is unfair to Bidders to require the substantial investment to meet Phase 2C requirements if they are eliminated in an earlier phase. This is further exacerbated by only proceeding with a maximum of four Bidders (4.2.9). Preparing a bid required for this solicitation is onerous and adding the financial and logistical impact of delivering hardware, to a different address, at the same time is extremely challenging. We suggest giving Bidders 30 days to deliver Phase 2C deliverables upon notice the Bidder has passed the earlier phases.

ANSWER: Deliverables are required by the specified date in order to enable an audit of them and to meet external 3rd party testing timelines, including the availability of 180+ CAF personnel for UITPT and UAPE. Phase 2C will take place in parallel with Phases 2A&2B in order to move onto Phase 2D as soon as Phases 2A, 2B and 2C are completed.