



**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**

Amendment 006

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Armoured Vehicles Support/Soutien des véhicules blindés

11 Laurier St./11, rue Laurier

Place du Portage Phase III 6C1

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> LEO 2 - Chassis Electrical R&O SVCS	
<b>Solicitation No. - N° de l'invitation</b> W8486-152148/A	<b>Amendment No. - N° modif.</b> 006
<b>Client Reference No. - N° de référence du client</b> W8486-152148	<b>Date</b> 2016-11-18
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BL-299-25930	
<b>File No. - N° de dossier</b> 299bl.W8486-152148	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-12-08</b>	
<b>Time Zone</b> Fuseau horaire Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Proulx, Sylvain	<b>Buyer Id - Id de l'acheteur</b> 299bl
<b>Telephone No. - N° de téléphone</b> (873) 469-4778 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## AMENDMENT 006

This amendment (**006**) is raised to **a)** publish clarifications sought by Industry, and **b)** replace [appendix 1 of Annex G – Evaluation Plan](#).

### **a) Questions and clarifications sought by Industry**

#### **Question # 1) Annex G – Evaluation Plan, appendix 1 and Annex C – Basis of Payment**

As requested at [appendix 1 of Annex G - Evaluation Plan](#), bidders must provide a Delivery Lead Time (DLT) to be used to evaluate the best value for Canada. Upon contract award, the proposed DLT will be integrated into [Annex C - Basis of Payment](#). The DLT will be used to monitor the contractor's performance and may result in costly penalties for a non performing contractor.

In addition, Canadian-based Contractors will also have to coordinate its shipment with the Foreign Sub-contractor's facility as well as its repatriation back to Canada. The timeline associated with these two activities could potentially be a disadvantage to what it would be for a Foreign-based contractor.

Industry is seeking Canada's position in respect of the Canadian industry and its intent?

#### **Clarification # 1 from Canada**

Canada is aware of Industry concerns as the evaluation approach could create a disadvantage for a Canadian-based Company in terms of timeline and has to be shipped at a Foreign-based subcontractor's facility. (Should the work is not performed in Canada).

Under solicitation amendment 005, clarification has been provided by Canada requesting FCA at contractor's plant for both Canadian-based and Foreign-based contractors.

Canada is aware that this clarification may raise Canadian Industry concerns as a Foreign-based company could benefit from this clarification. This could create a disadvantage for a Canadian-based Company in terms of timeline if the work is not performed in Canada. In addition, Canadian-based Companies will also have to coordinate its shipment to the Foreign Sub-contractor facility as well as its repatriation back to Canada. The timeline associated with these two activities could potentially be a disadvantage to what it would be for a Foreign-based contractor.

Canada is required under the trade agreements to treat all suppliers equally and to ensure that the procurement is conducted in a non-discriminatory manner. As such, any unfair advantage provided by the solicitation this would constitute a violation of the trade agreements.

Industry is advised that to ensure the fairness of all parties, Canada is releasing with this amendment a revised version of [appendix 1 to Annex G – Evaluation Plan](#).

The revised version is taking into consideration the fact that if the work may not be performed in Canada and the equipment will be in transit.

As Canadian-based Companies will have to coordinate the logistical process and this may add additional Delivery Lead Time (DLT). Therefore, Canada is allowing an additional thirty (30) days for a Canadian-based bidder.

Canada is releasing with this amendment attachment G-1 ["tma\\_v\\_2.0\\_bilingual.zip"](#) that will superseded any previous versions.

## **Question # 2) Annex C – Basis of Payment**

In accordance with *Annex C - Basis of Payment* and further confirmed under amendment 4, should the Contractor subcontract any work associated with this contract, shipping costs for subcontracting the work to any subcontractor Canadian-based or Foreign-based requires inclusion in the Contractor Blended rates.

With respect to pricing, Canada will coordinate and pay for all the transport costs associated with the transportation of the equipment to a Foreign-based contractor, (should the contract be awarded to a foreign-based company). The Basis of Payment may be penalizing Canadian-based contractor who don't have the capability to perform the work at its own facility, may need to be shipped to a Foreign-based contractor and the equipment once again shipped back to the Canadian-based contractor, these incurred costs would be included in the Blended Labour Rate pricing.

Industry is seeking Canada's position in respect of the Canadian industry and its intent?

### **Clarification # 2 from Canada**

Canada acknowledges industry's concern that there are no provisions for the shipping cost for this requirement.

Canada is aware that DND's inbound logistic is responsible for the coordination and payment associated with the shipment of the goods from the Contractor's facility to DND's facility.

Canada's view on the shipping instructions set out in the solicitation are not discriminatory. In fact, all suppliers are treated equally since in all cases the shipment of the goods from the Contractor's facility to DND's facility is handled by the inbound logistic coordination centre, notwithstanding the location of the Contractor's facility.

In the case at hand, the fact that the work must be performed by an OEM and that a Canadian-based supplier must absorb the shipping cost to and from the OEM in order to respond to the solicitation is not an unfair advantage created by the solicitation, but a normal commercial circumstance.

Canada is neither required nor expected to eliminate or compensate for existing commercial advantages nor is it required to compromise its legitimate operational requirements in order to accommodate suppliers.

Unfortunately, for these reasons stated above, Industry is advised that as such, Canada is not required to amend the solicitation to comply with Industry's concerns regarding the shipping costs. Moreover, this approach is in accordance with the applicable trade agreements for this requirement and Canada remains convinced that approach will provide the best value for Canada.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME**