



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
Marine Machinery and Services / Machineries et
services maritimes
11 Laurier St. / 11, rue Laurier
6C2, Place du Portage
Gatineau
Québec
K1A 0S5

Title - Sujet Multibeam Bathymetric Sonar System	
Solicitation No. - N° de l'invitation F7044-170200/A	Amendment No. - N° modif. 005
Client Reference No. - N° de référence du client F7044-170200	Date 2017-05-18
GETS Reference No. - N° de référence de SEAG PW-\$\$ML-043-26280	
File No. - N° de dossier 043ml.F7044-170200	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-06-01	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Byron, Dan	Buyer Id - Id de l'acheteur 043ml
Telephone No. - N° de téléphone (819) 956-0691 ()	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

Solicitation Amendment # 5 is issued to: 1) Add Questions and Answers Received to date to the solicitation 2) Revise closing date of the Request for Proposal, 3) Add N0001C to the Contract Clauses in the Request for Proposal

(1) Add Questions and Answers Received to date to the solicitation

ADD:

Number	QUESTIONS	ANSWER
9	This bid is solely for equipment supply, does not require a dry docking and or work on the vessel, we would like to request PWGSC to be so kind to add a Limitation of Liability.	Limited liability clauses N0001C will be added to the Contract terms and conditions.
10	Would it be possible to extend the closing date for the bid. Is it possible to extend the closing date for the bid with 2 weeks?	The closing date for bids is extended to Thursday, 1st June 2017.
11	For the vessels to have robust, sturdy and proven system with accurate readings, not disturbed by vibrations of the deployment system and with a reasonable survey speed, the suggested deployment system as indicated in Annex "A" Statement of Requirement, paragraph 1. General Terms, part d, and other parts that indicate a powered ram system, will not be the right solution. A drop keel deployment system ensures the optimization of the high quality sensors and allows for a higher maximum survey depth and higher sea bottom swath coverage as a deeper operating frequency can be used in this case. A drop keel system is the best solution however has a larger impact on the ship's structure than a ram deployment system. Would a	Any proposed solution must match the configuration and operational constraints identified in the original Statement of Requirements. The proposed solution must be power activated for deployment and retrieval, it must fit within the physical constraints identified and be protected when in a retracted position to prevent damage while the ship operates in sea ice. It must be self-contained and be configured such that work can be conducted on the transducers onboard the vessel while a sea, hence the requirement of a docking bay with access at the heeling compartment level as witnessed during the bidders conference.

	drop keel deployment system be considered?	
12	Assuming a contract award date early/mid June that means a 4 months lead time for the complete system, including deployment/retrieval system for the first vessel. This is very short. Would it be possible to extend the lead time to 10 months after contract award date?	The first sounder system shall be delivered no later than 15 March 2018 and the second system no later than 19 April 2018.
13	Looking at the calendar and what needs to be done to complete the bid and send hard copies, I would like to know if it would be possible to submit the bid electronically, by e-mail, and / or get a 1 week extension on the bid deadline. I have concerns about shipping hard copies over the Victoria Day long weekend to arrive in time for the bid closing on the 23 rd .	Unfortunately, our bid receiving unit is not equipped to accept electronic bids at this time. Hopefully this will change soon. The closing date for bids is extended to Thursday, 1st June 2017.
14	Any chance of a one week extension to the bid closing.	The closing date for bids is extended to Thursday, 1st June 2017.

(2) Revise closing date of the Request for Proposal.

Delete: Page 1, Solicitation Closes – L'invitation prend fin

<p>Solicitation Closes – L'invitation prend fin at - à 02:00 PM on - le 2017-05-23</p>

Insert : Page 1, Solicitation Closes – L'invitation prend fin

<p>Solicitation Closes – L'invitation prend fin at - à 02:00 PM on - le 2017-06-01</p>

3) Add N0001C to the Contract Clauses in the Request for Proposal

ADD: 6.11 Limitation of Contractor Liability

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to **the Contract Value**. This limitation of the Contractor's liability does not apply to:
 - a. any infringement of intellectual property rights; or
 - b. any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

Solicitation No. - N° de l'invitation
F7044-170200/A
Client Ref. No. - N° de réf. du client
F7044-170200

Amd. No 5. - N° de la modif 5
File No. - N° du dossier
043ml, F7044-170200

Buyer ID - Id de l'acheteur
043ml
CCC No./N° CCC - FMS No./N° VME

End of Solicitation Amendment #5