



## 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

<b>Title - Sujet</b> Underwater Warfare Suite Upgrade	
<b>Solicitation No. - N° de l'invitation</b> W8472-135462/C	<b>Amendment No. - N° modif.</b> 016
<b>Client Reference No. - N° de référence du client</b> W8472-135462	<b>Date</b> 2017-07-27
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QF-101-26284	
<b>File No. - N° de dossier</b> 101qf.W8472-135462	<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 2017-08-04</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<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> Michael Rancourt	<b>Buyer Id - Id de l'acheteur</b> 101qf
<b>Telephone No. - N° de téléphone</b> (819) 420-1734 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5650
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See Herein	

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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation W8472-135462/C	Amd. No. - N° de la modif. 016	Buyer ID - Id de l'acheteur 101qf
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This solicitation amendment 16 is to respond to provide clarifications and answer bidder questions.

### Clarification 1

The amendment 15 adjustment to the Volume 3 Priority of Documents omitted the newly inserted 4012 Goods Higher Complexity supplemental General Condition, and also inadvertently reinserted 4006 which was remove and replaced by 4007 under RFP amendment 2 question 3:

DELETE                    Volume 3 Article 15 Priority of Documents, in its entirety, and

REPLACE                the above deleted Article with the following:

### 15.    Priority of Documents

If there is a discrepancy between the wording 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 and all Schedules;
- b) the Annex J supplemental general conditions 4002 Software Development or Modification Services;
- c) the Annex J supplemental general conditions 4003 Licensed Software;
- d) the Annex J supplemental general conditions 4004 Maintenance and Support Services for Licensed Software;
- e) the Annex J supplemental general conditions 4007 Canada to Own Intellectual Property Rights in Foreground Information;
- f) the Annex J supplemental general conditions 4012 Goods Higher Complexity;
- g) the Annex I 1031-2 Contract Cost Principles;
- h) the Annex I 2035, General Conditions - Higher Complexity - Services;
- i) Annex A - Security Requirements Checklist (In-service Support);
- j) Annex B - Performance Work Statement (In-service Support) and its appendices;
- k) Annex C – Removed;
- l) Annex D - DND 626 Task Authorization Form;
- m) Annex E - PWGSC-TPSGC 111 Claim for Progress Payment;
- n) Annex F - Industrial and Technological Benefits (ITB) Terms and Conditions (In Service Support);
- o) Annex G – Task Authorization Process;
- p) Annex H – Non Disclosure Agreement;
- q) the signed Task Authorizations (including all of its annexes, if any); and
- r) the Contractor's bid dated (to be inserted at contract award).

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## Clarification 2

Since Volume 2 and Volume 3 General Conditions and Supplemental General Conditions are now incorporated into the resulting contracts by way of annexes rather than references, the statements under Volume 2 Article 4, and Volume 3 Article 5 are no longer required:

- 1) DELETE      the text under Volume 2 Article 4 Standard Clauses and Conditions, in its entirety, and
- 2) DELETE      the text under Volume 3 Article 5 Standard Clauses and Conditions, in its entirety.

For clarity, the following identifies the edits performed in this amendment:

### 4. Standard Clauses and Conditions

~~All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual Issued by Public Works and Government Services Canada.~~

~~(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)~~

### 5. Standard Clauses and Conditions

~~All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual Issued by Public Works and Government Services Canada.~~

~~(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)~~

## Clarification 3

- |           |  |
|-----------|--|
| 1) DELETE | Volume 1 Article 4.2 Evaluation Overview, paragraph (b), in its entirety, and  |
| REPLACE   | the above deleted paragraph with the following:  |
|           | <div style="margin-left: 20px;">b) An evaluation team composed of representatives of Canada, including one (1) contractor representative from the company Weir Marine Engineering, on contract with the Department of National Defence for the Naval Engineering Test Establishment, will evaluate the bids.</div> |
| 2) DELETE | Volume 1 Annex A Evaluation Procedures and Basis of Selection, Article 1 Evaluation Procedures paragraph (b), in its entirety, and   |
| REPLACE   | the above deleted paragraph with the following:  |

- b) An evaluation team composed of representatives of Canada, including one (1) contractor representative from the company Weir Marine Engineering, on contract with the Department of National Defence for the Naval Engineering Test Establishment, will evaluate the bids.

## Question 1

Reference: Volume 1 Article 3.1 Bid Preparation Instructions

With regard to the subject RFP, Volume 1, Bidder Instructions and Requirements, Paragraph 3.1.1, the requirement states that bidders' soft copies can be submitted on CD and/or DVD. Would Canada also accept soft copies of proposals to be submitted on USB Flash Drives?

Answer:

Softcopies of bids must be submitted on formats as outlined at reference. Other media formant cannot be accepted by Canada.

## Question 2

Reference: Volume 3 Schedule A, paragraph 3.2

The pricing table provided at Volume 3, Schedule A, paragraph 3.2 states the Monthly Core Work Fee is subject to a 3% escalation limit for year 3 & 4, however this differs from Volume 3, Schedule A paragraph 2.2.1.2(e) (Transitional Sub Phase) which does not provide any limit for Core Work Year 3 & 4.

Will CANADA please confirm that the 3% escalation limit for year 3 & 4 listed in the table at Volume 3, Schedule A, paragraph 3.2 only applies to the Monthly Management Fee and adjust the table accordingly?

Answer:

The Transitional Sub Phase Monthly Core Work Fee for Initial Period years 3 and 4 is escalated the same as the Management Fee:

DELETE Volume 3 Article 2.2.1.2 Transitional Sub Phase paragraph (e) Core Work, in its entirety, and

REPLACE the above deleted paragraph with the following:

e) Core Work

The Basis of Payment for Transitional Sub Phase Core Work is three (3), one (1) year, firm fixed monthly Transitional Sub Core Work Fees. Initial Periods Year 3 and Year 4 are each escalated and not to exceed 3% annual escalation.

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END