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**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 Radar Equipment replacement at CCG	
Solicitation No. - N° de l'invitation F7048-160039/B	Amendment No. - N° modif. 009
Client Reference No. - N° de référence du client F7048-160039	Date 2018-03-16
GETS Reference No. - N° de référence de SEAG PW-\$\$QF-117-26550	
File No. - N° de dossier 117qf.F7048-160039	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-03-26	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Deck, Cindy	Buyer Id - Id de l'acheteur 117qf
Telephone No. - N° de téléphone (819) 420-4557 ()	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 No. - N° de l'invitation
F7048-160039 /B
Client Ref. No. - N° de réf. du client
F7048-160039

Amd. No. - N° de la modif.
009
File No. - N° du dossier
117qf. F7048-160039

Buyer ID - Id de l'acheteur
117qf
CCC No./N° CCC - FMS No./N° VME

Solicitation Amendment # 009 is raised to respond to the following questions from industry:

Question # 30:

In reference to General Conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity), 2010A 09 (2014-09-25) Warranty – para 1, The warranty period will be 12 months after delivery and acceptance of the Work or the length of the contractor's or manufacturer's standard warranty period, whichever is longer,

Could the warranty for work not last longer than 18 month after the delivery of such work to the relevant premises of the Contracting Authority?

Answer # 30:

The warranty period is defined as 12 months after delivery (in accordance with section 6.6 of the RFP) **and acceptance** of the Work or the length of the contractor's or manufacturer's standard warranty period, whichever is longer, and as amended under paragraph 6.5.1, General Conditions.

Question # 31:

In reference to General Conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity), 2010A 20 (2008-05-12) Government Property, The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear,

Could the Government Property be listed / specified and a delivery date assigned to it; The Contractor could provide such list / Annex with its bid to eventually become annex to the contract.

Answer # 31:

There are no plans to deliver Government Property to the Contractor. Government Property subject to the Contractor's control is inclusive of all property that is located at government locations as identified in the RFP related to the fulfillment of the contracted requirements.

Question # 32:

In reference to General Conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity), 2010A 23 (2014-09-25) Default by the Contractor - para 1, If the Contractor is in default in

carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.

Could the Contractor be granted the possibility to cure a default prior to termination?

Answer # 32:

Depending on the specific circumstance of default, the Contractor may or may not be granted the possibility to cure a default prior to termination.

Question # 33:

In reference to Supplemental General Conditions 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance, 4001 10 (2008-05-12) Acceptance - Para 3, "Except where section 9 applies, the procedure for acceptance will be as follows:

- a. the Contractor must notify Canada in writing once the Hardware is Ready for Use by referring to this provision of the Contract and requesting acceptance of the Work;
- b. Canada will have thirty (30) days to perform its acceptance procedures (the "Acceptance Period"); and
- c. if Canada provides notice of any deficiency during the Acceptance Period, the Contractor must address the deficiency at no cost to Canada as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work and the Acceptance Period will start again."

Could non-performance of acceptance testing or non-notification of deficiencies within the 30 days acceptance period render the Hardware accepted?

Answer # 33:

Should non-performance of acceptance testing or non-notification of deficiencies within the 30 day acceptance period occur, the Hardware is deemed accepted by Canada.

Question # 34:

In reference to Supplemental General Conditions 4003 (2010-08-16) Licensed Software, 4003 12 (2010-01-11) Acceptance,

Could non-performance of inspection or non-notification of deficiencies within the 30 days acceptance period render the Licensed Software accepted?

Answer # 34:

Should non-performance of acceptance testing or non-notification of deficiencies within the 30 day acceptance period occur, the Licenced software is deemed accepted by Canada.

Question # 35:

Request for Canada's benevolent Consideration of Additions to Articles of Agreement, Clause "Limitation of Liability",

Could the Contractor ask for benevolent consideration by Canada for a reasonable limitation of Contractor' liabilities under the Contract?

Answer # 35:

Canada has chosen to remain silent on limiting contractor's liability.

Question # 36:

In reference to ANNEX B Radar Equipment Replacement Statement of Work, "The Contractor must be responsible for delivering Radar Equipment to the radar site names, included in section 4.6.3.1, across Canada over an anticipated time period of not more than eight (8) years. Schedule details shall be finalized after contract award. A tentative radar equipment delivery – replacement schedule is included in section 4.5.4.4."

Is it allowed to offer a project delivery schedule different from the one included in section 4.5.4.4, which could be over a lower time period than 8 years ?

Answer # 36:

No, this delivery schedule is determined by the currently forecasted availability of funding and staffing resources over the life of the project, please adhere to this schedule for bid submission.

All other terms and conditions remain unchanged.