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**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> DND Modular Firing Range	
<b>Solicitation No. - N° de l'invitation</b> W6399-15GD39/B	<b>Amendment No. - N° modif.</b> 017
<b>Client Reference No. - N° de référence du client</b> W6399-15GD39	<b>Date</b> 2018-07-19
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QF-101-26652	
<b>File No. - N° de dossier</b> 101qf.W6399-15GD39	<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 2018-07-27</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 (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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Amd. No. - N° de la modif.  
017  
File No. - N° du dossier  
101qf W6399-15GD39

Buyer ID - Id de l'acheteur  
101qf  
CCC No./N° CCC - FMS No./N° VME

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This solicitation amendment 17 is to provide clarifications and answer bidder questions. New versions of all updated documents can be downloaded under the "Attachments" section at the bottom of the Tender Notice as file "amend\_17\_updated\_docs.zip". Yellow highlighted text in these updated documents identify where changes have been made as a result of Canada's clarifications, or questions from bidders.

#### **QUESTION 1**

Can the Government provide a list of pre-approved / security cleared general contractors for CFB Kingston?

Answer:

Canada cannot provide this list contractors.

#### **QUESTION 2**

Is there a page minimum or maximum for the different volumes?

Answer:

There is no page minimum.

#### **QUESTION 3**

Volume 1 Article 2.6, please clarify what "new" means.

Answer:

For answer, refer to solicitation amendment 6 question 6.

#### **QUESTION 4**

Please confirm that we can submit our bid in US Dollars and you will convert it to Canadian Dollars at the time of evaluation and payment certification?

Answer:

Contracts will be awarded in Canadian dollars. In the event the financial section of a bid is submitted in a foreign currency, Canada will convert the bids financials to Canadian dollars using the process described in Volume 1 Article 4.2.2 Financial Evaluation. The Canadian conversion pricing will be used for evaluation, and if the successful bid was submitted in foreign currency, Canada will populate the Canadian dollar conversion amounts into the resulting contracts.

As for foreign exchange in bids, bidders may request Canada to assume the risks and benefits of exchange rate fluctuations (In Service Support contract only). Please refer to Volume 1 Article 3.2.2.

#### **QUESTION 5**

Annex A Security Requirements Checklist the scanned document is difficult to read, please provide a new copy

Answer:

A new version has been uploaded on buyandsell.gc.ca under the "Attachments Section" of the requirements tender page.

#### **QUESTION 6**

Can the Government provide a list of general contractors / construction companies and/or Consultants (PE's) that have successfully completed work at the RMC during the past 2 years? No recommendation or rating is being asked for just a list of pre-qualified or past subcontractors.

Answer:

Canada cannot provide this list contractors.

#### **QUESTION 7**

Will the modular range be considered for participation in the Defense and Priorities Allocation System and thus can be imported duty free from the US into Canada? If not can the Government provide a list or websites that can help with or list possible duties and taxes for importing from the US?

Answer:

Until a successful bidder is determined and contracts are awarded, Canada cannot confirm if a US Priority will be applicable. The contractor will be notified within the time frame specified in the resulting contracts.

#### **QUESTION 8**

Will Canada award any points for bids that demonstrate higher levels of Canadian content?

Will Canada award additional points for bids that have demonstrated higher levels of Canadian expertise or leadership?

If the answer is no, under what policy is Canadian content being excluded and why?

Will Canada provide a list of participants who attended the mandatory site visit?

Answer:

The solicitation cannot be amended to add the above mentioned evaluation criteria due to Trade Agreement applicability as it pertains to this requirement.

#### **QUESTION 9**

Up until what point during the solicitation can bidders submit questions?

Answer:

Please refer to Volume 1 Article 2.3.

#### **QUESTION 10**

Volume 1 Article 2.5 Can the Government provide a copy of the specified document? The document isn't available in the public domain.

Answer:

As per Volume 1 Article 2.5, bidders are to contact the Contracting Authority to obtain the CD that contains the documents referenced in the solicitation that are not within the public domain.

#### **QUESTION 11**

Regarding unusual commodity fluctuations and pricing, steel has already moved upward significantly since the advertisement of this solicitation due to the market instability created by the USA's announcement of tariffs. Due to volatility which is already affecting steel prices upward, and expected to continue in this area between now and the time of award, what protective measures, other than factoring into our bid price any unusual price increases from the time of bid to award, can we use to protect ourselves from further increases? Will Canada allow for fluctuations based on a benchmark, similar to the currency fluctuation protection offered on the service/maintenance contract?

Answer:

Other than currency, the solicitation cannot be amended to address fluctuations in commodities.

#### **QUESTION 12**

There is an indication that requirements are coming in an Amendment (per Volume 2, Section 5.2 Security Requirements for Foreign Suppliers), yet unseen. If a bidder does not already possess it, what is the time frame required to obtain the requisite Security Clearance (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)?

Answer:

Foreign Security clauses were provided under solicitation amendment 13.

Please contact the Contracting Authority if you feel your bid does not meet the security requirements of this solicitation.

#### **QUESTION 13**

Please confirm that bidder/eventual awardee is NOT responsible for either duties or taxes (GST, HST, etc.), and that if any apply, the Crown will arrange to pay for these and arrange for reimbursement where applicable.

Answer:

Inco terms are 2010 Delivered at Place for the acquisition contract.

Inco terms are 2010 Free Carrier for the in service support contract.

#### **QUESTION 14**

During the site visit, it was observed that the foundation may not meet the requirements for a proposed solution. Can the Crown confirm that any costs associated with rework of the foundation need not be borne by the bidder in their proposal, and that any such costs are not to be accounted for in the maximum project budget?

Answer:

Please refer to solicitation amendment 9 for the answer.

#### **QUESTION 15**

If the bidder is planning on using a local Canadian company for the execution of the resulting in-service support contract, is it possible to have the resulting ISS contract awarded directly to that company, which will simply project management and retain a higher value of that contract in Canada?

Answer:

In accordance with the evaluation strategy, both the acquisition and in service support contracts will be awarded to a single successful bidder.

#### **QUESTION 16**

Can the ISS contract be awarded to a separate company than the prime contractor responsible for manufacturing the range? The intent is to have a Canadian company be wholly and directly responsible to the crown for the maintenance of the Modular range. Would this be permitted? Under what circumstances?

Answer:

See response provided to question 15.

#### **QUESTION 17**

The 3 (En) Volume 1 Annex A Appendix 1 Financial Evaluation spreadsheet states that "All prices provided in Schedule A, Range Acquisition Pricing, are provided in Canadian Currency." Volume 1 section 4.2.2 Financial Evaluation states that "Bids submitted in a foreign currency will be converted to Canadian currency." Can you please confirm that Volume 1 Annex A Appendix 1 Financial Evaluation can be completed in US Dollars?

Answer:

As per line 1 of the Volume 1 Annex A Appendix 1 Financial Evaluation spreadsheet, this document is only provided for information purposes so bidders are aware of how Canada will conduct the financial evaluation. Canada will fill out Volume 1 Annex A Appendix 1 using the bidders pricing provided in Volume 2 Schedule A and Volume 3 Schedule A.

Note that Volume 1 Article 3.2.2 (a) states that bidders must submit their pricing using the format in Volume 2 – Acquisition Resulting Contract Schedule A, Range Acquisition Pricing, and Volume 3 – In-Service Support Resulting Contract, Schedule A, Range In-Service Support Pricing.

## QUESTION 18

In the original tender documents, there was a requirement to conduct lead surface testing every 15 days.

In amendment 11 this requirement was modified to state lead surface testing must be made available on an as and when needed basis. Is the bidder expected to provide this lead testing as and when needed at their own expense, and is to be included in our range maintenance fee schedule, or will the ISS provider be paid for a separate task order whenever this testing is requested?

If it is to be provided and purchased via task order, are we to include the costs for this service in our tender?

If it is to be covered at our own expense and factored into our maintenance costs, it will be difficult to amortize this cost appropriately as it is on a variable schedule.

Also, setting the schedule of surface testing based on the calendar, whether the range is used or not, seems to be less than an ideal approach. Given that surfaces are contaminated by firing ammunition, it would seem that lead surface testing should be done based on a set round count, IE every 100,000 rds. This will not only ensure that DND is not requiring the ISS provider to test and clean a range that may not have been used, but it lends itself readily to including the testing and cleaning costs in the maintenance cost per round fired pricing schedule.

Answer:

This testing does fall under the "Additional Work Request" category however the In Service Support contract Schedule A is missing a section where bidders can populate firm testing rates for this work. Canada will use the task authorization process to issue the work on an as required basis using the testing rates provided.

The following updates have been made to Volume 3 Resulting In Service Support Contract:

1) INSERT the new Volume 3 Annex B Article 1.3 paragraph "u" under the existing paragraph "t" :

u. A Professional Engineer (P.Eng) is licensed by and registered with a professional engineering society in Canada, to perform engineering work. Engineers licensed by or registered with an engineering society outside of Canada, which has an equivalency agreement with or is considered equivalent by a Canadian Engineering Society, will be considered equivalent for the purposes of this document.

2) DELETE Volume 3 Annex B Article 3.3 Additional Work Requests, in its entirety, and

REPLACE the above-mentioned deleted article with the following:

### 3.3 Additional Work Request

The Contractor must provide Additional Work Request (AWR) repair, maintenance, and support services on equipment and documentation provided with the range.

#### 3.3.1 Surface Lead Sampling and Evaluation

The Contractor must make available as and when required, lead contamination testing services. Sampling must:

a. Be performed by an independent testing body;

- b. Be performed in accordance with NEHC-TM6290.99-10;
- c. Include sample collecting, an auditable chain of evidence and sample evaluation to determine the lead  $\mu\text{g}/\text{sq. m}$ ;
- d. Include up to 30 surface samples for evaluation, location determined after call-up;
- e. Be performed outside of DND range operating hours; and
- f. Provide a report to the TA within 30 days of sampling completion, in accordance with paragraph 3.6.5 - Lead Contamination Evaluation Report.

#### 3.3.1.1 Potential Surface Sampling Schedule

The Crown intends to request testing over the first 2 years of the in-service support contract as follows:

- a. Daily sampling, for a period of 1 month or 1-2 cleaning cycles, dependent on the length of a cleaning cycle;
- b. 12 sampling periods days, or approximately once every 30 days; and
- c. 4 sampling periods days, or approximately once every 90 days.

#### 3.3.2 Lead Air Sampling and Evaluation

- a. Be performed by an independent testing body;
- b. Be performed in accordance with NEHC-TM6290.99-10;
- c. Include sample collecting, an auditable chain of evidence and sample evaluation to determine the lead parts per million (ppm);
- d. Include up to 3 exhaust air samples testing as requested, sample location to be determined upon call-up;
- e. Include up to 5 range internal general area air samples, sample location to be determined upon call-up; and
- f. Provide a report within 30 days of test completion, in accordance with paragraph 3.6.5 Lead Contamination Evaluation Report.

##### 3.3.2.1 Potential Air Sampling Schedule

The Crown intends to request 8 sampling periods, or approximately once every 90 days, over the first 2 years of the in-service support contract.

3) DELETE Volume 3 Article 3.6.5, in its entirety, and

REPLACE the above-mentioned deleted article with the following:

#### 3.6.5 Lead Contamination Report

Lead contamination reports must include the following:

- a. Date(s) and time(s) samples were taken;
- b. Testing body or organization;
- c. Locations where samples were taken, including a drawing of the range identifying the sample locations;
- d. Sampling and testing method;
- e. Individual sample results;
- f. Approval and review of the sampling, evaluation, and results by a P.Eng; and
- g. For reports covering multiple sampling dates, a line or bar graph showing the results over time for each sample location, and table comparing the results over time including the change between each sample.

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- 4) The above changes made to Volume 3 Annex B resulting from Question 18 resulted in adjustments to Volume 1 Annex A, Volume 1 Annex A Appendix 1 Financial Calculation and Volume 3 Resulting In-Service Support Contract. New versions of all these documents have been uploaded to buyandsell.gc.ca under the "Attachments Section" of the requirements tender page.

All adjustments to Volume 1 Annex A Appendix 1 are identified in red text. Adjustments to the remaining documents are identified in yellow highlighted text.

#### **Question 19**

Do you know if the range will be subject to any recently enacted trade tariffs? If so, will Canada provide either a waiver or credit for the fees incurred?

Answer:

The Acquisition contract shipping Inco terms are DAP and Canada is the importer of goods.