



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada**
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Nova Scotia
Bid Fax: (902) 496-5016

**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

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT.

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9
Nova Scot

Title - Sujet Underwater Acoustic Array System	
Solicitation No. - N° de l'invitation W7707-175994/A	Amendment No. - N° modif. 006
Client Reference No. - N° de référence du client W7707-17-5994	Date 2018-10-31
GETS Reference No. - N° de référence de SEAG PW-\$HAL-208-10462	
File No. - N° de dossier HAL-7-79079 (208)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-11-14	Time Zone Fuseau horaire Central Daylight Saving Time CDT
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: LeBlanc, JoAnne	Buyer Id - Id de l'acheteur hal208
Telephone No. - N° de téléphone (902) 440-0279 ()	FAX No. - N° de FAX (902) 496-5016
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

Amendment #6

Please note the following paragraph supplied by the Canadian Industrial Security Directorate (CISD) with regards to this tender. This is additional relevant information in relation to Amendment 4:

Any Canadian company wishing to include FOREIGN Classified information that they currently hold, in their RFP submission, is responsible for coordinating the permission for the release of that information through the Government of Canada. Permissions for the release of FOREIGN Classified information are sought and confirmed on a Government to Government basis. Therefore, the Canadian company must contact to International Industrial Security Directorate, PSPC,* to coordinate requesting the permission of the other country to use/release the FOREIGN Classified information for the purposes of the RFP. Any participant wishing to utilise FOREIGN Classified information in their submission should also note that timelines for coordinating the permission to release the information from the other Government vary; more information the process should be sought directly from International Industrial Security, PSPC, as soon as possible.

-

Note the following solicitation questions and resulting responses:

Question 1

SACC 2030 General Conditions – High Complexity Goods prevailing, the content of SACC 2030 12 Inspection and Acceptance of Work is of concern.

The bidder's interpretation is that acceptance will not be completed until completion of HAT and SAT. The dates of the HAT and SAT being dependent to some degree on customer availability, PSPC is requested to consider the application of a sunset clause e.g. in the event that SAT is not completed within 3 months of FAT due to no fault of the contractor, the contractor's obligations for acceptance will be considered discharged and the contractor will be able to invoice and will be paid for all outstanding milestones.

Answer 1:

Where the testing needs only a DRDC representative present, DRDC will endeavour to identify a representative and back-up to mitigate any possibility of a delay.

Question 2

SACC 2030 General Conditions – High Complexity Goods prevailing , 2030 15 Transportation Costs /2030 16 Transportation Carrier's Liability – in the absence of any specific details in the RFP documents re delivery (including location), the bidder's delivery terms will be INCOTERMS 2010 FCA our location. PSPC is requested to confirm these terms are acceptable.

Answer 2:

DRDC requires that delivery be made DDP Incoterms 2010 (DRDC, Dartmouth). DRDC –ARC, 9 Grove Street, Dartmouth NS, B2Y 3Z7, Canada

Question 3:

SACC 2030 General Conditions – High Complexity Goods prevailing, 2030 22 Warranty, as above, the HAT and SAT schedule being dependent to some degree on customer availability, PSPC is requested to

include the appropriate sunset clause in the event that SAT is not completed within 3 months of FAT limiting the contractor's obligations for warranty to 12 months after FAT

Answer 3:

Where the testing needs only a DRDC representative present, DRDC will endeavour to identify a representative and back-up to mitigate any possibility of a delay.

Question 4:

I have taken a look at this RFP and noticed that the General Conditions SACC 2030 General Conditions – High Complexity Goods prevailing, there has been no addition of SACC Intellectual Property (IP) clauses (such as Contractor owned or Canada owned). There is some concern that part of the deliverables will involve revealing to Canada some of the company's background IP. Could you clarify what rights (if any) Canada has in regards to the Contractor's intellectual property?

Answer 4:

This RFP is looking to procure a proven good. We do not expect any IP to be generated as part of this contract. Having said that, DRDC has no desire, and will not retain the rights to any IP developed as a result of this contract.

All other terms and conditions remain unchanged.