

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Bid Receiving - PWGSC
11 Laurier St.
Place du Portage , Phase III
Core 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776
ePost Connect Email:
tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca

**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

Innovation Procurement Directorate
Direction des achats innovateurs
Terrasses de la Chaudière
10, rue Wellington, Étage 4
Gatineau, Québec
K1A 0S5

Title-Sujet Area Detection and Identification System (ADIS)	
Solicitation No. - N° de l'invitation W8476-18ADIS/B	Amendment No. - N° modif. 011
Client Reference No. - N° de référence du client W8476-18ADIS/B	Date 24 March 2020
GETS Reference No. - N° de référence de SEAG	
File No. - N° de dossier 010sl.W8476-18ADIS/B	CCC No./N° CC - FMS NO. / N° VME
Solicitation Closes - L'invitation prend fin at - à 2:00 PM on - le 30 April 2020	Time Zone Fuseau horaire Eastern Standard Time EST
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: April Campbell	Buyer Id - Id de l'acheteur 010SL
Telephone No. - N° de téléphone 613-858-9485	FAX No. - N° de FAX
Destination of Goods, Services and Construction: Destinations des biens, services et construction :	
Specified Herein Précisé dans les présentes	

Instructions : See Herein

Instructions : voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de telephone 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

THIS AMENDMENT IS RAISED TO RESPOND TO BIDDER QUESTIONS

- Q69 Re Vol 1, 4.2, P 56 of 77: Bidders are instructed to provide a range of information for each rated item offered while Appendix AA of Annex A to Vol 2 provides the specific form of information (N, TR, PP etc.) for each item. Please confirm that the form of information stated in Appendix AA is that required to be provided in the bidder's proposal?
- A69 The verification method required with the Bidders proposal can be found at Volume 1. The verification methods listed in Section 3 of Appendix AA of Annex A of Vol 1 includes the verification required with the Bid Proposal (second to last column) and after Contract Award at the Functional Qualification Review (last column).
- Q70 Re Vol 2, item 1.3 and Vol 3 item 1.6 Optional Goods does not state the period during which an option may be exercised. Please amend these articles to include this information.
- A70 The option to purchase the optional goods and when is solely at Canada's discretion; however, for the purposes of Bidders' financial proposals and planning, you may assume a purchase timeframe of the last six months of the proposed contract, or between months 18 and 24.
- Q71 Re Vol 2, Appendix AC, DID IL-514: Article 10.2.7.3 c provides circumstance where Canada may use the drawings. Please confirm that Canada will only use the drawings for the stated limited purposes and confirm that Canada does not seek any manufacturing licence to use the drawings for any other purpose?
- A71 Canada is not seeking a manufacturing licence and will not use the drawings for any other purpose than stated.
- Q72 Vol 2, Annex D, 18.4.2 states that liquidated damages of 20% apply to VP shortfall while Vol 2 and Vol 3, resulting contract, articles 8.2 limit the maximum liquidated damages to 10%. Please clarify the maximum exposure to liquidated damages resulting from any ITB/VP shortfall?
- A72 As outlined in Article 18.4 of the ADIS Acquisition and In-Service-Support ITB Terms and Conditions, Liquidated Damages may be applied if the Contractor fails to achieve its ITB or VP Obligations under the ADIS contracts.

Specifically, Article 18.4.1 outlines that Canada may elect to action Liquidated Damages of 10% of the total deficiency of the Contractor's ITB Obligations found under Articles 3.1.1, 3.1.3, 3.1.4, and 3.1.5 of the ADIS Acquisition and In-Service-Support ITB Terms and Conditions, should the Contractor fail to achieve these Obligations by the end of the Achievement Period.

Article 18.4.2 outlines that Canada may elect to action Liquidated Damages of 20% of the total deficiency of the Contractor's VP Obligations found under Article 3.1.2 of the ADIS Acquisition and In-Service-Support ITB Terms and Conditions, should the Contractor fail to achieve these Obligations by the end of the Achievement Period.

As outlined in Article 18.2, some or all remedies may apply, but combined will not exceed 10 percent of the overall Contract Price.

As outlined in Article 18.1, Canada has put in place various measures to mitigate the risk of Remedies being exercised under the contract as a last resort for addressing contract deficiencies. These measures include regular and frequent engagement between Canada and the Contractor over the life of the contract to track progress in achieving ITB commitments, and to identify challenges and potential solutions at an early stage. The Government of Canada's Regional Development Agencies are also a resource to assist Contractors to plan and achieve their ITB commitments. These measures have proven sufficient in ensuring that challenges are resolved in a collaborative manner, as Canada wants to ensure that Contractors succeed in their commitments to achieving economic benefits. Likewise, bidders are encouraged to make ITB commitments that are reasonable and achievable.

- Q73 Vol 3, 4.1 does not indicate the commencement date is the same as the contract commencement date for the acquisition contract, please confirm it is the same date?
- A73 The dates for the two contracts are not the same. There is no need for ISS Services until the first ADIS has been delivered and the warranty period exhausted.
- Q74 Please confirm the delivery point for all hardware deliverables is DDP, 25 CFSD Montreal?
- A74 The Montreal location is correct.
- Q75 A33 in Amendment 007 makes reference to "sub-section b) above", please advise where this can be found?
- A75 I direct you to page 5 of 10, under the section "**At Volume 2, article 6.1, Basis of Payment, subsection d)**"
- Q76 A38 in Amendment 007 references SACC 2003 which only applies to Bidders. Please confirm that the three companies involved in the RFP will not be allowed to participate in any bid or resulting contract for ADIS? (Note the issue of "Restricted Party" was clearly defined in the PSPC RFP for the General Service Respirator W8476-155142/A, I can provide further details upon request)
- A76 Confirmed. The three parties will not be involved in the resulting contracts for ADIS.