



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

Ship Refits and Conversions / Radoubss et
modifications de navires and / et

11 Laurier St. / 11, rue Laurier

6C2, Place du Portage

Gatineau, Québec K1A 0S5

Title - Sujet DND R&O of Small Service Boats	
Solicitation No. - N° de l'invitation W8482-195079/A	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client W8482-195079	Date 2020-03-25
GETS Reference No. - N° de référence de SEAG PW-\$\$MD-041-27627	
File No. - N° de dossier 041md.W8482-195079	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-06-02	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Pourmand, Mastaneh	Buyer Id - Id de l'acheteur 041md
Telephone No. - N° de téléphone (819) 420-5487 ()	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 Amendment No. 003

Solicitation Amendment No. 003 is issued to:

1. **Publish the Minutes of Meeting of the Bidders' Conference held on March 10, 2020.**
2. **Address Bidders' questions raised during the Bidders' Conference, and as the result:**
 - **Amend the Solicitation document's clauses to reflect the topics discussed during the Bidders' Conference where required.**
 - **Provide the Tables that are part of the Solicitation Document, requiring completion, in editable format as separate attachments.**

1. Minutes of Meeting of the Bidders' Conference held on March 10, 2020

A. **Introductions:** Round Table introduction of attendees and their companies - where the following Participants were presents:

Organization: Thales Canada Defence & Security

- Marcel Losier (Director Marketing & Business Development), in person

Organization: Babcock Canada

- Joanna Davies (Director Business Development - Marine), in person
- Jason Buckingham (Commercial Contracting Lead – Marine), in person

Organization: Rosborough Boats

- Rob Gascoigne (Director Business Development), on Telecom

Organization: Zodiac Hurricane Technologies Inc.

- John Mackillop (Canadian Sales and Marketing Manager), on Telecom

Organization: DND

- Mariel Bustamante (Procurement Authority), in person
- Daniel Farmer (Technical Authority, PM In-Service Small Boats), in person
- Vic Murphy (Non Combatant (NC-3-5) Consultant), in person
- Charles Chapman (Life Cycle Manager Small Boats), in person

Organization: PWGSC (PSPC)

- Mastaneh Pourmand (Contracting Authority), in person

B. **Opening Remarks:**

- 1) Canada welcomed all attendees
- 2) Canada stated the purpose of the conference – and that Canada will not be reading the document in its entirety, only highlighting specific areas. It was assumed that prospective bidders had read the document and had some predefined questions.

- 3) Bidders were reminded that when asking questions, they must reference the document's name (solicitation, SOW, etc) and its specific section.

C. Documents issued to Bidders (by PSPC & DND):

Bidders were asked if they had any questions or concerns on the documents published on 2020-02-12, as attachments to the solicitation document, that are listed below. There were no questions from the bidders at that time.

- A-LM-007-100-AG-001 _EN_ Supply Administration Manual
- A-LM-007-100-AG-001 _FR_ Manuel Gestion de L'Approvisionnement
- Annex-L_Logistics- Statement of Work- for Repair and overhaul Contracts
- Annexe-L_Enonce de travail logistique pour des contrat de reparation et de revision
- Appendix-1 to Annex-L_A-LM-184-001-JS-001 _EN_ Special Instructions for repair-overhaul- contractors
- Appendice-1 a Annexe-L_A-LM-184-001-JS-001 _FR_ entrepreneurs-reparation-revision
- A-PP-005-00-AG-002_procurement-administration-manual
- A-PP-005-00-AG-002_manuel-dadministration-achats
- C-28-020-001-TB-001 _EN_ In Service Certification Requirements
- C-28-020-001-TB-001 _FR_ Exigences de certification en service
- C-02-005-011-AM-000 _Bilingual_ Procedures and Guidlines for MRP Manned by Contractor Personnel
- C-23-782-000-NW-001 _Bilingual_ Preventive Maintenance Schedule
- A-LM-187-001-JS-001 _Bilingual_ Packaging and Preservation - General Procedures
- D-LM-008-036-SF-000 _Bilingual_ DND Min Requirements for Manufacturer's Standard Pack
- D-02-006-008-SG-001 _available in English only_ Design Change-Deviations and Waiver Procedure
- Appendice -1 Annexe C-Liste de verification des exigences relatives a la securite DDL 8482-195079

D. Reminders on the Procurement Process

The Contracting Authority reminded the bidders of the following aspects of the bid solicitation process:

- 1) Bid Closing – is extended to June 2 at 2:00 PM EST.
- 2) As specified in section 2.3 of the Solicitation Document, Bidders can only request clarifications/changes to the Solicitation Document/Requirements to the PWGSC CA up to 7 calendar days prior to bid closing date.
- 3) Any question regarding the solicitation after the bidders' conference must be directed to the Contracting Authority; which, will then be forwarded to the TA for response. No questions should be sent directly to the TA.

- 4) Bids are to be submitted to the PWGSC Bid Receiving Unit in Gatineau Quebec; this is the only office that can accept the bids for this solicitation. Bids may be submitted using e-post or hard copy.
 - a. By post: address is included on the cover sheet of the solicitation document.
 - b. By e-post: Section 3.1 (Bid Preparation Instruction) of Part 3 of the RFP document, asks bidders to refer to section 8 of the SACC Manual 2003 "Standard Instructions - Goods or Services - Competitive Requirements" for e-post submissions. sub-section 2 "epost Connect" lays out the procedure.
- 5) Bids must not be submitted to any DND office, any other PWGSC Regional Office other than the address indicated on the cover sheet of the Solicitation document. Bids submitted to these offices would not be redirected to PWGSC Bid Receiving Unit in Gatineau Quebec.
- 6) Bids must not be sent directly to the Contracting Authority.
- 7) Only one contract will be issued.
- 8) The winning bidder must be capable of beginning the work the day after the Contract award.

However, subsequent to the Bidders Conference, it is now decided to allow the winning Bidder a time allowance of up to 30 days after the Contract Award to be ready and capable of beginning the work.
- 9) Bidders must not add comments, notes or conditions to their Bid in response to this solicitation. Adding comments, notes or conditions to the solicitation will result in the bid being non-responsive. If there are any issues, they should be resolved prior to their submittal via Questions & Answers.
- 10) With reference to the Requirements and Mandatory Requirements, in their technical bid, it is not sufficient to simply state that the Bidder can complete the work. Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements.

E. Review of the Solicitation Document, issued on 2020-02-13

Note: The following Amendments to the solicitation document have been issued previously:

- Amendment No. W8482-195-079/A/001, issued on 2020-02-25
- Amendment No. W8482-195-079/A/002, issued on 2020-03-05

1) Part 1 to 6 Instructions, Procedures and Requirements (PSPC)

The Contracting Authority asked the bidders if there were any questions or concerns:

Parts 1, 2 and 3: There were no issues raised.

Part 4: The Contracting Authority, referring to sections 4.1.1 and 4.1.2 reminded the bidders the importance of completing and submitting Tables: O-1, O-2, P-1, and P-2 with their bid,

and meeting the Mandatory Criteria which is evaluated on a "pass or fail" basis. Otherwise, their bids will be considered non-responsive and will not be evaluated financially.

Part 5:

- A. The Contracting Authority reminded the bidders that with regards to Section 5.2.3.2 (Valid Labour Agreement), Canada requires that any non-union shop include with their bid a statement with brief explanation noting this status (part c of that section) – so that it is not questioned at bid evaluation.
- B. Two questions were raised regarding swapping of identified resources. These questions and their related answers are addressed in the Q&A section (Q&A # 5 and Q&A # 6).

Part 6: There were four (4) general questions that were related to sections 6.1 "Security", 6.3 "Controlled Goods" and 6.4 (Insurance Requirements). These questions and their related answers are within the Q&A section (Q&A # 7, Q&A # 8, and Q&A # 9, and Q&A # 10).

2) Part 7 Resulting Contract Clauses:

- A. There were a few general questions raised that were also associated with Part 6, Annexes C and E previously addressed; they are covered in :
 - Security (section 7.3): addressed in Q&A # 7
 - Insurance (section 7.13): addressed in Q&A # 9
 - Controlled Goods (section 7.14): addressed in Q&A # 8
 - Contractor Liability (section 7.15): Q&A # 10
- B. There were two (2) questions on Documentation format and availability. These questions and their related answers are within the Q&A section (Q&A # 11, and Q&A # 12).

3) Annexes B to I (PSPC)

Annex B:

- A. The Contracting Authority advised bidders that the paragraphs under "Legends and definitions" on pages 62 & 65 of 119 is to be amended by:

Delete:

« *Regular time**: is defined as an 8 hours work day.

*Overtime 1***: is defined as time in excess of the regular time.

*Overtime 2****: is defined as Sundays and Statutory Holidays. (Premium overtime)

Note: No premium overtime work will be charged to this Contract unless authorized in Writing by the Contracting Authority prior to the start of the Work. Such written Authorization will be a condition precedent for payment of the rate or rates specified herein for Premium overtime work. The Contractor must submit, to the Contracting Authority, a report with respect to the premium overtime work. »

Insert:

- « *Regular time**: is defined as an 8 hours work day, Monday to Friday.
*Overtime 1***: is defined as time in excess of the regular time inclusive of Saturday.
*Overtime 2****: is defined as Sundays and Statutory Holidays (Premium overtime).

Note: No premium overtime work will be charged to this Contract unless authorized in Writing by the Thechnical Authority or a DND Designated Authority prior to the start of the Work. Such written Authorization will be a condition precedent for payment of the rate or rates specified herein for Premium overtime work. The Contractor must submit, to the Contracting Authority, a report with respect to the premium overtime work. »

Bidders are advised that, on a case by case basis, there may be possibility of allocating additional funding (Work Hours) in the DND form 626 as 'unplanned services' in order to avoid delays during services by Mobile Repair Party (MRP) or Field Service Representatives (FSR). The unplanned services are not meant to be used as approval for overtime. If not previously approved, both, the overtime and unplanned services will need to be approved by Technical Authority or a DND Designated Authority.

- B. The subject of management/coordination cost associated with a possibly required central Project Office was raised; it is addressed in Q&A # 13.

Annex C:

- A. Whether there was a security requirement was questioned; it is addressed in Q&A # 7.
B. The timing and applicability of the security requirement was discussed. This subject will be addressed separately in Ammendment # 004.

Annex D: There were no questions or concerns from bidders.

Annex E: There were two (2) questions; they are addressed in in Q&A # 9 and in Q&A # 10.

Annexes F to I: There were no questions or concerns from bidders.

4) Annexes J and L (DND)

There were no questions or concerns from bidders.

5) Annexes O and P – Mandatory Deliverables and Evaluation Criteria (PSPC)

- A. The Contracting Authority, referring to the text under Mandatory Requirements, emphasized the importance of completing and submitting Tables O-1, O-2, P-1 and P-2 with the Bid; and that the submitted bid must meet all mandatory requirements to be deemed responsive, and considered for financial evaluation.

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- B. Bidders asked whether Tables in Annexes O and P will be available to them in an editable format. This question is addressed in Q&A # 12.

F. Review of Annex A – Repair & Overhaul of Service Boats and Related Equipment (DND/ PSPC)

- 1) Bidders asked whether the Pre-Service Inspection Reports can be provided in editable format. This is addressed in Q&A # 12.
 - 2) The Contracting Authority advised the Bidders that the Pre-Service Inspection Reports are to be used:
 - a. First, when boats and their equipment are received, to evaluate their status, report what needs to be done and the proposed method of repair.
 - b. Then, when the repair and/or overhaul is completed, to verify the required/proposed process is completed satisfactorily.
 - 3) The inventory, quantity and type of equipment requiring work and their spares were briefly discussed. Bidders were advised that the list of assets and boats are in the Statement of Work; and they should refer to Table 1 on page 2 of 63 as well as Appendices 1 and 2.
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2. Bidders Questions and Canada's Answers:

Note: Q&A # 1 to 4 are presented in previously published Amendment 002.

Q # 5 : Is it acceptable to replace a resources, identified in the Bid, with someone else after the Contract award?

A # 5 : It was clarified that the resources identified in the Bid, can be replaced by individuals with the same qualifications and credentials as the original resource – provided that:

- i. Their resume and certification(s) of the substitute resource must be submitted to the Contracting Authority for Approval prior to engagement on the work;
- ii. SACC Manual Clause A3005T (2010-08-16) "Status and Availability of Resources" does apply and must be respected;
- iii. Clause 09 (2008-05-12) "Replacement of Specific individuals" of the 2030 General Conditions does apply and must be respected;
- iv. There should be no interruption in service as much as practicable;
- v. It is advisable to identify multiple resources with the bid, so that they can be pre-approved.

Q # 6 : How long will it take to review and validate resume and credentials of a proposed resource?

A # 6 : It should take a few days or possibly one week.

Q # 7 : Is there any security requirements?

A # 7 : Yes, there is security requirements applicable to this solicitation and its resulting Contract as defined in section 6.1, as well as section 7.3 of Part 7, and Annex C. The associated SCRL is already provided as an attachment to the Solicitation.

Q # 8 : Is there any provision on Controlled Goods or ITAR?

A # 8 : No, this Contract does not require compliance with any controlled Goods, or ITAR provisions – as indicated in section 6.2, as well as section 7.14 of Part 7.

Q # 9 : Is the cost of the required insurance bilable to Canada?

A # 9 : Canada expects that the Contractor comply with the insurance requirements listed in Annex E; the cost will be reflected in their proposed sales prices.

Q # 10 : Will the contractor be liable for damage to Canada's assets (i.e. cargo, boats, equipment) and for how much?

A # 10 : There are no cargo on these boats. The Contractor is liable for damages to Canada as well as any third party in connection with the Contract. Please refer to: Part 7, section 7.15 "Limitation of Liability" and Annex E "Insurance Requirements". Where Annex E section 2 "Commercial General Liability Insurance" and section 3 "Ship repairers' Liability Insurance" provide a more general term, and sections 4 and 5 "Warehouseman's Legal Liability Insurance" and "All Risk in Transition Insurance", respectively, specifically require that the Government's Property must be insured on a Replacement Cost (new) basis.

Q # 11 : What are the format of the required documentation?

A # 11 : The required format of documentation including reports must be in accordance with Section 7.19 of Part 7, Annex G, and Appendix 4 of Annex A (SOW).

Q # 12 : The RFP is in PDF format; it cannot be used to input the required data in various Tables. Should Bidders make up their own Tables based on those in the RFP document, or their editable copies can be provided?

A # 12 : Tables that require completion, such as Tables O-1, O-2 of Annex O, P-1 to P-3 of Annex P will be provided, in editable format, as separate attachments by PSPC as separate attachments to this Amendment.

Inspection Reports' Tables in Appendix 5 of Annex A (SOW) will be provided, in editable format, to the successful Bidder after the Contract award.

Q # 13 : Bidders asked that since Annex B only has allowance for rates associated with Trades resources, performing the actual repair work, and since this project being viewed as a national project requiring a central Project Office, how and where the associated cost of such a Project Office can be shown?

A # 13 : Bidders were advised that DND has no management requirements. Currently, and for the past many years, similar work has been performed without a central Management office being identified by the Contractor. If the Bidder decides to have such an office, it is their internal choice; and perhaps the associated cost could be part of the Contractor's overhead.

However, PSPC will discuss this issue further, and will address this subject separately in Amendment # 004.

Q # 14 : The SOW, in last sentence of the first paragraph of Section 4.2.1 "Location", requires that the Contractor must have global reach to certified service facilities in order to conduct specialized work on the small boats while on deployment. However, all pricing schedules in Annex "B" Basis of Payment are shown with a Dollar sign (\$). Please clarify whether this means Canadian Dollar, and where rates related to overseas services can be recorded.

A # 14 :

A) All Firm Hourly Rates in Annex "B" Basis of Payment, and Appendix - 1 to Annex "B" – Financial Bid Presentation shall be in Canadian Dollar. Therefore, in section 5 of Annex "B" on page 62 of 119:

Delete :

« **5. Basis of Payment – Contract Firm Hourly Rates**

The Contractor will be paid firm hourly rates that are tabulated in the six Tables, herein, for Years 1 to 3 and the Option Years 1 to 3 applicable to this Contract. »

Insert :

« **5. Basis of Payment – Contract Firm Hourly Rates (Canadian Dollars)**

The Contractor will be paid firm hourly rates, in Canadian Dollars, that are tabulated in the six Tables, herein, for Years 1 to 3 and the Option Years 1 to 3 applicable to this Contract. »

B) When there is a need for work to be performed outside of Canada, that work is considered to be subcontracted – where Section 1.B (Other Subcontracts for Performance of the Work) applies. In this regards and for clarity, in Section 1.B:

Delete :

« All subcontract costs must be pre-approved by the Contracting Authority. For Work performed by subcontractors other than affiliates of the Contractor and other than the subcontractors performing work at any of the eight (8) facilities listed in Article 7-26, the Contractor will be paid the laid down cost of the subcontracted work plus mark-up of 10 percent. »

Insert :

« All subcontract costs, including specialized work on the small boats while on deployment, must be pre-approved by the Contracting Authority. For Work performed by subcontractors other than affiliates of the Contractor within Canada, and other than the subcontractors performing work at any of the eight (8) facilities listed in Article 7-26, the Contractor will be paid the laid down cost of the subcontracted work plus mark-up of 10 percent. »

End of Solicitation Amendment No. 003.

All other terms and conditions remain the same.