



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Travaux publics et Services gouvernementaux  
Canada

Place Bonaventure,  
800 rue de la Gauchetière Ouest  
Voir aux présentes - See herein  
Montréal

Québec  
H5A 1L6

FAX pour soumissions: (514) 496-3822

**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**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Oue  
800, rue de La Gauchetière Ouest  
7<sup>e</sup> étage, suite 7300  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> EOSC - Pre-concept Studies	
<b>Solicitation No. - N° de l'invitation</b> 9F044-190081/A	<b>Amendment No. - N° modif.</b> 008
<b>Client Reference No. - N° de référence du client</b> 9F044-190081	<b>Date</b> 2020-06-03
<b>GETS Reference No. - N° de référence de SEAG</b> PW-SMTB-550-15642	
<b>File No. - N° de dossier</b> MTB-9-42040 (550)	<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 2020-06-25</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Mirfatahi, Kaveh	<b>Buyer Id - Id de l'acheteur</b> mtb550
<b>Telephone No. - N° de téléphone</b> (514) 260-4106 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**Project Title**

Concept Studies for Earth Observation for Service Continuity

The above mentioned Request for Proposal (RFP) is hereby amended as follows:

**A. Answer the following bidders' questions:**

**Question 1:**

Our company respectfully requests that Canada revert the basis of payment for the Optional work described in the SOW under Sections 3.2.3, 3.2.4, and 3.2.5 from Firm Price in Amendment 007 back to Ceiling Price as specified in the original RFP.

It should also be noted that the entire purpose of the optional work in the study is to allow flexibility in determining exact work scope for successful contractors. To force bidders to prepare detailed cost estimates, down to specific individual effort, is highly irregular for optional work where detailed scope is not yet defined. For example, the optional work scope could require additional focus on payload technology or alternatively on spacecraft technology. This would impact potential subcontractors and overall budget allocations. As this focus is currently not defined, please consider our request to reverse the financial proposal requirements. As preparation of the revised financial proposal requires additional work, we find it difficult to understand the value of this effort, given that the specific scope of the optional work is yet to be defined by the CSA, through collaboration with contractors and the user groups, in the fixed price portion of the study.

Our company requests that Canada revert the basis of payment for the Optional work described in the SOW under Sections 3.2.3, 3.2.4, and 3.2.5 from Firm Price in Amendment 007 back to Ceiling Price as specified in the original RFP. It is unrealistic for Bidders at the current proposal stage to commit to firm price milestone payments when the scope of the Optional work is largely undefined and requires the results of the first phase Options Analysis and Trade-Offs, a fact that was recognized in Section 3.2.5 of the original RFP which stated that the Optional work "will incorporate the knowledge gained on the feasibility studies and opportunities identified in the previous phases of this contract". Our company notes that the maximum financial obligation to Canada remains unchanged whether the basis of payment is Firm Price or Ceiling Price.

**Answer 1:**

Canada has reviewed the request to change the optional basis of payment from a firm price back to ceiling price. Canada considers that all tasks and deliverables as defined under section 3.2.3, 3.2.4 and 3.2.5 and all the needs used to derive the Solution are already published with the RFP are defined well enough to support a firm price basis of payment.

The SoW states the Optional work "will incorporate the knowledge gained on the feasibility studies and opportunities identified in the previous phases of this contract" but it also clearly state the expectation than: "That selected Solution could be a viable Solution for a subset of the Initial Requirements Document and there will be no expectation that a complete redesign of the selected Solution will be performed." Therefore putting bounding condition on the work scope to be performed.

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It should be noted that the obligation under the resulting contract from a ceiling price versus a firm fix price would result in the same obligation for the Contractor with the same maximum financial obligation from Canada.

For any concerns regarding potential changes to subcontractors, please refer to article 2035 06 (2013-06-27) Subcontracts of the 2035 General Conditions.

**Question 2 :**

Is there anything that prevents a company from bidding as a Prime contractor on its own EOSC project proposal while also participating as a subcontractor on a separate bid? Our company will certify that its proposed resources are available to do the Work as stated in article 5.2.3.2 Status and Availability of the Resources.

**Answer 2:**

A Contractor may bid as a prime and participate as a subcontractor on a separate bid. However, such bids may be subjected to additional scrutiny as per general condition: 12 (2014-09-25) Rejection of bid:

"Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:

- a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
- b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada."

***ALL OTHER TERMS AND CONDITIONS OF THE RFP REMAIN UNCHANGED.***