



**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**  
Industrial Vehicles & Machinery Products Division  
11 Laurier St./11, rue Laurier  
7B1, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> CHER-RFI	
<b>Solicitation No. - N° de l'invitation</b> W8476-185840/A	<b>Amendment No. - N° modif.</b> 026
<b>Client Reference No. - N° de référence du client</b> W8476-185840	<b>Date</b> 2020-10-06
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-634-74903	
<b>File No. - N° de dossier</b> hs651.W8476-185840	<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 2020-11-02</b>	
<b>Time Zone</b> Fuseau horaire Eastern Standard Time EST	
<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> Veronica Vallejo	<b>Buyer Id - Id de l'acheteur</b> hs651
<b>Telephone No. - N° de téléphone</b> (613) 297-3978 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **Amendment 026**

This amendment is raised to provide information about the timeframes associated with armour testing duration and the bid validity period of the Request for Proposal (RFP). The intent of this amendment is also to publish questions that were asked to industry related to the Common Heavy Equipment Replacement (CHER) project as follows:

### **1. Questions to Industry**

- 1.1 If Canada does not mandate joint ventures as per our normal terms and conditions, how can we protect ourselves from companies that use bait-and-switch?
- 1.2 How can we protect ourselves from subcontractors that abandon the contract and seek a sole source contract with Canada, putting Canada at a very weak negotiating position?
- 1.3 If Canada implemented a prompt payment requirement on the contractor, requiring the contractor to pay its first tier subcontractors within 7 days of receipt of payment from Canada, how would this impact you?
- 1.4 One of the mitigations Canada is required to consider for every procurement is third-party performance guarantees such as an irrevocable letter of credit, etc. With the risk of subcontractor non-performance, there is also consideration of having this flowed down so the subcontractors would also have to provide a performance guarantee to the prime contractor. Please provide comments on these possible mitigations.
- 1.5 One of the mitigations we are considering is arbitration between Canada and the prime contractor, and flowing this down to mandate that the prime contractor and subcontractors also include arbitration for dispute resolution. Please provide comments on this possible mitigation.
- 1.6 As a joint venture is jointly and severally liable in our terms and conditions, would this be more acceptable if this was changed to only severally liable?
- 1.7 Please provide your thoughts on Canada mandating that the bidder must include the Original Equipment Manufacturer for the equipment (under a joint venture, it could also include other companies).

The industry is invited to provide comments and/or answers regarding the above mentioned questions until the closing date of this RFI.

### **2. Armour Testing Duration**

Please be informed that the duration for the testing of the armored protection kits may take up to 12 months.

### **3. Bid Validity Period**

Please be informed that, in the worst case scenario, the bid validity period of the RFP may be extended up to 18 months.

**All other terms and conditions remain unchanged.**