



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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

By e-mail to/par courriel à:

Natalie.Provost@forces.gc.ca

Director Services Contracting / Directeur –
Contrats de service
(D Svcs C) 3-3-4 / (DC Svc) 3-3-4
Attention: Natalie Provost

**Solicitation Closes –
L'invitation prend fin**

At / à : 14 :00 Eastern Standard Time /
14 h, heure normale de l'Est

On / le : 07 January 2021 /
07 janvier 2021

Title/Titre Handheld Ultrasound Machine / Échographe portatif	
Solicitation No – N° de l'invitation W6369-21-A063	Amendment No. – N° modif. 003
Date of Solicitation – Date de l'invitation 21 December 2020 / 21 décembre 2020	
Address Enquiries to – Adresser toutes questions à Natalie Provost	
Telephone No. – N° de téléphone	Email - Courriel Natalie.Provost@forces.gc.ca
Destination See herein. Voir ci-après	
Vendor Name and Address Nom 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 (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractère d'imprimerie)	
Name/Nom : _____	
Title/Titre : _____	
Signature : _____	
Date : _____	



AMENDMENT 003 TO SOLICIATION NUMBER W6369-21-A063:

1. This amendment 003 is raised in order to respond and publish the following questions and answers;
2. Update Section 7.2, sub-section 7.2.2 - Supplemental General Conditions;
3. Update Section 7.10 – Priority of Documents; and
4. Update Section 4 of Appendix 1 to Annex A – Description and Specifications.

QUESTIONS AND ANSWERS:

Question 6	2030 12 (2014-09-25) Inspection and acceptance of the Work: There are a number of references to Canada’s right to inspect all locations where any part of the Work is being confirmed, including in this article. We note that inspection of the Contractor’s premise is typically subject to mutual agreement by the parties regarding the terms and conditions governing such access, including without limitation confidentiality, security and costs. Unless Canada advises differently, our understanding is that, to the extent any such inspections may be required, the parties will have an opportunity to discuss such matters prior to any such inspections, as applicable.
Answer 6	Inspection and acceptance of the Work will take place at the specified DND locations (see Appendix 1 to Annex A – Description and Specifications and Appendix 2 to Annex A – Delivery Schedule) following delivery and training on the ultrasound units.

Question 7	2030 12 (2014-09-25) Inspection and acceptance of the Work: Please confirm that any rejection of work by Canada would be based on the Specifications of the Work as provided for in the Contract by the Contractor.
Answer 7	For the purpose of inspection and acceptance of the Work, the units’ conformance will be measured against Annex A, Statement of Requirements, including Appendix 1 to Annex A – Description and Specifications. If there are specifications not addressed in the Annex A, Statement of Requirements but which have been included in the Contractor’s specifications forming part of the bid, these will be applicable to the contract as the Contractor’s bid is listed last in the priority of documents clause found at section 7.10 Priority of Documents.

Question 8	2030 22 (2014-09-25) Warranty and Section 4003 15 (2008-05-12) Warranty: Pursuant to the terms of this provision, the Contractor will replace, repair or correct, Work that “becomes defective or fails to conform to the requirements of the Contract”. However, it is unclear if the intent of the foregoing is to measure conformance against something other than the Contractor’s technical specifications applicable to the Work. We do not believe that would be the case, however, would ask Canada to kindly confirm that the warranty is based on conformance with the Contractor’s technical specifications of the Work as included in our response. Additionally, with respect to 4003 15 (2008-05-12) Warranty , subsection 1 (as revised in the main RFP, S. 7.2.2 Supplemental General Conditions, (i) (b)), the
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	reference to the Software Warranty Period being the “the duration of the Contract from the date on which the Licensed Software is accepted” is unusual. Manufacturers typically provide an established standard warranty period for each product, rather than such being the duration of any particular contract. As such, kindly confirm that the Contractor may include its standard warranty period for the products within its RFP response.
Answer 8	For the purpose of the warranty provisions, the units’ conformance will be measured against Annex A, Statement of Requirement, including Appendix 1 to Annex A – Description and Specifications. If there are specifications not addressed in the Annex A, Statement of Requirement but which have been included in the Contractor’s specifications forming part of the bid, these will be applicable to the contract as the Contractor’s bid is listed last in the priority of documents clause found at section 7.10 Priority of Documents, as shown at the bottom of this Amendment 003. Additionally, 4003 15 (2008-05-12) Warranty section found in section 7.2.2 for the original RFP is amended as shown at the bottom of this Amendment 003.
Question 9	2030 26 (2008-05-12) Limitation of Liability: There is no limitation of liability or indemnity provision that applies to this Contract unless specifically incorporated into the Articles of the Agreement. As drafted, the Articles of the Agreement do not include such. In previous agreements, we have had such limitations of liability apply to agreements with Canada. As such, we would propose that a limitation of liability provision be added to the Articles of Agreement, at a minimum to exclude any indirect/consequential damages, as such a limitation of liability is typical for agreements of this nature within the industry. Please advise if Canada is amenable to adding such a provision to the Agreement at this time or when finalizing any awarded Contract with the selected Contractor?
Answer 9	Limitations of liability will not be considered.
Question 10	2030 31 (2014-09-25) Default by the Contractor: Typically, a reasonable cure period of 60 or 90 days for addressing any breach of the agreement is included within the agreement. Kindly advise if such a cure period may be expected from Canada or whether Canada would usually propose a different cure period.
Answer 10	The period of cure will be established by the Contracting Authority based on the magnitude of default exhibited by the Contractor and any other relevant factors.
Question 11	2030 34 (2008-05-12) Right of set-off: With respect to right to set-off set forth in this provision, our understanding is that such shall be applied as set forth in section 155 of the <i>Financial Administration Act</i> . Please confirm or advise us if the intent is otherwise.
Answer 11	The right of set-off set out in this clause is not restricted to those as set out in section 155 of the Financial Administration Act.



Question 12	4003 02 (2010-08-16) License Grant: Given that the Licensed Software to be provided is embedded within the equipment, our understanding is that the right to “reproduce” such applies only to the Software Documentation and not to the Licensed Programs. Please confirm or advise us if the intent is otherwise.
Answer 12	The right to use and reproduce the Licensed Software applies only to the Software Documentation and not to the Licensed Programs.

Question 13	4003 12 (2010-01-11) Acceptance: Please confirm that where the Work is subject to Acceptance and Inspection by Canada, that any rejection or correction of the Work will be based on the Specifications of the Work as provided for in the Contract by the Contractor, and the Contractor’s responsibilities relating to warranty, maintenance or support shall also be based on such Contractor Specifications.
Answer 13	Any rejection or correction of the Work will be based on the Specifications of the Work as provided for in the Contract. The Contractor’s responsibilities relating to warranty, maintenance or support shall also be based on the Specifications of the Work as provided for in the Contract.

Question 14	4003 14 (2010-08-16) Enhancements and Improvements: Our understanding is that the requirement is to provide the updates and upgrades that the Contractor would typically provide without an additional fee to its customers and not to provide upgrades that add additional functionality for which an additional fee would apply. Please confirm or advise us if the intent is otherwise.
Answer 14	The requirement is to provide the updates and upgrades that the Contractor would typically provide without an additional fee to its customers.

Question 15	SACC Manual Clause D5545C(2019-05-30) ISO 9001:15 Quality Management Systems Requirements: Unless expressly provided otherwise in the applicable Contractor installation guide or standard project plan, Canada shall be deemed to have accepted a product delivered by the Contractor under the agreement at the earlier of: (i) if the Contractor does not provide equipment installation or installation is not needed, acceptance will be deemed upon delivery, (ii) if the Contractor performs the equipment installation, acceptance will be deemed to occur at the earlier of: a) 5 business days after the date the Contractor notifies Canada that it has completed assembly and the product is operating substantially in accordance with the Contractor’s published performance specifications; or (b) the date Canada first uses the product for patient use.
Answer 15	As stated in the SACC Manual Clause D5545C (2019-05-30) all materiel is subject to verification and acceptance by DND at destination. However, if a problem is found during inspection we cannot accept the goods until the issue(s) have been remedied.



Question 16	<p>SACC Manual clause A9062C, (2011-05-16) Canadian Forces Site Regulations: The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed. <u>Question:</u> Given that the Contractor can only agree to comply with regulations, instructions and directives in force on the site where the Work is performed once such are provided to the Contractor, our understanding is that the Contractor's obligation shall be to comply with regulations, instructions and directives in force on the site where the Work is performed <u>to the extent such are communicated and agreed to by the Contractor prior to any such Work being performed.</u> Kindly confirm.</p>
Answer 16	<p>DND will provide the list of regulations upon contract award. This clause not only covers security but also covers such things as working conditions (Health and Safety Requirements) for the location the vendor will be visiting. Each location can be slightly different based on Provincial requirements.</p>

SOLICITATION NUMBER W6369-21-A063 IS HEREBY AMENDED AS FOLLOWS:

3.1 DELETE Section 7.10 Priority of Documents in its entirety, and REPLACE with the following:

7.10 Priority of Documents

A. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:

- (i) The Articles of Agreement;
- (ii) The Supplemental General Conditions 4003 (2010-08-16), Licensed Software;
- (iii) The General Conditions 2030 (2020-05-28), General Conditions - Higher Complexity - Goods;
- (iv) Annex "A", Requirement;
- (v) Annex "B", Basis of Payment;
- (vi) Annex "C", Security Requirements Check List;
- (vii) Annex "D", Questions and Answers; and
- (viii) The Contractor's bid dated [date to be specified in the resulting contract].

3.2 DELETE Section 7.2.2 Supplemental General Conditions in its entirety, and REPLACE with the following:

The following Supplemental General Conditions apply to and form part of the Contract:

7.2.2 Supplemental General Conditions

- (i) 4003 (2010-08-16), Licensed Software



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3.3 **DELETE** Section 4 of Appendix 1 to Annex A – Description and Specifications in its entirety, and **REPLACE** with the following:

4. IMAGING

The Handheld Ultrasound Machine must be capable, as a minimum, of the following:

4.1. Scan Modes:

4.1.1. 2D

4.1.2. M-Mode

4.2. Doppler Types:

4.2.1 Color Doppler

4.3. The Handheld Ultrasound Machine should be capable, as a minimum, of the following:

Desired:

4.3.1 Tissue Doppler;

4.3.2 Power Doppler; and

4.3.3 Pulse (Spectral) Wave Doppler.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.