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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**  
Fuel & Construction Products Division  
L'Esplanade Laurier,  
140 O'Connor Street,  
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Ottawa  
Ontario  
K1A 0S5

|  |   |
|--|---|
| <b>Title - Sujet</b> Water Tank Trailers   |   |
| <b>Solicitation No. - N° de l'invitation</b><br>W8476-216377/A   | <b>Amendment No. - N° modif.</b><br>005     |
| <b>Client Reference No. - N° de référence du client</b><br>W8476-216377  | <b>Date</b><br>2021-06-14                   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$HL-673-79965   |   |
| <b>File No. - N° de dossier</b><br>hl673.W8476-216377  | <b>CCC No./N° CCC - FMS No./N° VME</b>      |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT<br><b>on - le 2021-07-05</b> Heure Avancée de l'Est HAE |   |
| <b>F.O.B. - F.A.B.</b><br><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><br>Feagan, Shaun   | <b>Buyer Id - Id de l'acheteur</b><br>hl673 |
| <b>Telephone No. - N° de téléphone</b><br>(613) 295-9018 ( )   | <b>FAX No. - N° de FAX</b><br>( ) -         |
| <b>Destination - of Goods, Services, and Construction:</b><br><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><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <b>Telephone No. - N° de téléphone</b><br><b>Facsimile No. - N° de télécopieur</b>   |  |
| <b>Name and title of person authorized to sign on behalf of Vendor/Firm</b><br><b>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/<br/>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |  |
| <b>Signature</b>   | <b>Date</b>                                  |

**This amendment is raised to answer questions from potential bidders and amend the Request for Proposal.**

**Questions and answers:**

**Q23.** RFP 3.1.2: C3011T provides no exchange rate mitigation. It should be noted that the RFP makes reference to customs duties in article 6.22 which indicates that importation of foreign goods will be required. Exchange rates have fluctuated over 5% since January 1 and volatility in exchange rates is expected to continue. Without mitigation, a Bidder must assume the risk of exchange and add to the price to account for this risk. Will Canada consider offering exchange rate mitigation to eliminate this risk to the Bidder?

**A23. No.**

**Q24.** RFP 6.23: This article references Annex E which provides 36 months for delivery while 6.23 mandates 24 months for delivery. Please correct one or other of these references to align the schedule?

**A24. Yes, refer to amendment of 6.23 below**

**Q25.** Annex A, para 4.1.5: A hardcopy of the first draft of the WTT Operator Manual is to be provided at the onset of the first testing activities so that the ILSM can validate the procedures contained within it. For the purposes of compiling the draft MPS, please indicate how much time will be required for this validation activity and what level of support, if any, will be required from the Contractor?

**A25.** This validation activity will be done concurrently with the testing activities where the ILSM will be observing the operations of the different WTT sub-systems. As the testing activities are Contractor-driven, Canada does not wish to impede the progress of those activities, but may wish to have *ad hoc* discussions and questions as events allow. Support from the Contractor would be limited to providing some access to their technical personnel as testing activities progress and events allow; a better upfront understanding by Canada of the WTT's operation will accelerate the review process for many deliverables and reduce delivery timelines.

**Q26.** Annex A, para 4.1.3: Please confirm that Canada will be responsible for any travel and living costs associated with Canada's attendance at any of the Contractor's test sites?

**A26. Yes,** Canada will be responsible for its own travel and living costs associated with this Contract.

**Q27.** Annex A, para 5.5.2: Please confirm that the equipment must be available local to the place where the IPC will take place? Therefore we suggest deleting "if feasible" from 5.5.2.3.

**A27.** Canada agrees with the deletion – see amendment to para 5.5.2.3 below.

**Q28.** Annex A, para 5.3.4.1.2 (Amend 002): The statement makes reference to competitive tendering. Is it Canada's plan or intent to use the drawings containing the Contractor's Background information to publicly disclose and solicit the Contractor's Background IP for the purpose of purchasing spare parts and components? If so please confirm that the Bidder should include the price for any Background IP in Annex B, Item 4?

**A28.** Annex A, Para 5.3.4.1.2 (Amend 002) is only describing the requirement to label and include a notice of intellectual property on any Technical Publication that includes Background Information, if any do. The Bidder can refer to the RFP Articles of Agreement SACC 4006 for context. Initial spare parts purchase(s) will be through the awarded equipment contract as an option.

**Q29.** Annex A, A1.1.2.5: The second CFTO listed was deleted in Amendment 002. Please confirm the reference should be C-30-K77-000/MA-000 which was included in the DDL?

**A29. Yes** - as stated in Amendment 2, answer to Question 10.

**Q30.** Annex A, A1.2.1.26.1: Please confirm that Canada will accept confirmation of this requirement by analysis based on test results obtained from A1.2.1.26.2?

**A30. No.** Although these two tests are similar in nature, the different temperatures used and the suspected rate of change within the specified time limit merit the full conduct of each test.

**Q31.** Annex A, A1.2.1.26.2: Please advise whether Canada will require testing in a cold chamber to confirm compliance? It is noted that cold testing is required under A1.2.2.9. If so, will the trailer be filled with water and then backed into a cold chamber at -40C for 8 hours to demonstrate compliance?

**A31. Yes.** In order to simulate and maintain a constant ambient temperature of -40C for the duration of both tests a cold chamber is recommended. Dependent on the cold chamber used and its access requirements, how the start point is arrived at remains at the discretion of the contractor, as long as the start conditions are as per requirements.

**Q32.** Annex A, A1.2.2.1: Please confirm that the intent of this requirement is to set the heater to prevent water in the tank from freezing and not to set the water at a high temperature for showering or another high temperature use?

**A32. Yes** – the intent of this requirement is to prevent the water within the tank from freezing, but secondarily, once that is achieved it is also to enable the operator to set the temperature to a reasonable drinking water temperature (not just 1C (if conditions allow)). **No** - not to set the water at a high temperature for showering or other high temperature use.

**Q33.** Annex A, A1.2.2.3: Please advise whether the contractor is to provide a fuel tank and plumbing to the WHS or whether the Jerry can (GSM?) described under A1.2.3.6.4 will provide the fuel source in which case is the Contractor required to provide the fuel pick-up?

**A33.Yes** - The contractor is to provide the fuel tank and plumbing to the WHS. The reference at A1.2.3.6.4 is for a bracket only.

**Q34.** Annex A, A1.2.2.9.2: Please confirm that this test can be performed following the test recommended to be performed at A1.2.1.26.2 above, with the first 8 hours serving as the period to cold soak the heater? If so the water temperature at the start of this test will be at 6C or higher (8 hours @ .5C reduction per hour) when the WHS is started. Please confirm that the WTT must continue to stay inside the cold chamber for no less than 72 hours after the first 8 hours of cold soaking to confirm compliance?

**A34. Yes.** The test can be performed following the test at A1.2.1.26.2, but not until the conditions of A1.2.2.9.2 are met. That is to say – the 8 hours of cold soaking cannot commence until the water temperature is a minimum of 8C, max of 10C. Yes, the WTT must stay within the chamber for a total of 80 hours, cold soaking for 8 hours at -40C, then maintaining unfrozen water for a further 72 hours while at an ambient temperature of -40C.

**Q35.** Annex A, A1.2.3.2.1: Please confirm that Canada requires a suspension that is engineered for the WTT weight? It should be noted that specifying the tires in A1.2.3.4.1 dictates the wheel size which dictates the hub size. This leads to a trailer axle and suspension that would be rated for 45,000 lbs or higher in tandem configuration while the WTT will weigh significantly less.

**A35.** The requirements at A1.2.3.4.1 is to ensure Fleet commonality with the two prime movers. If this requirement forces a suspension design with a rated capacity that exceeds projected overall weights of the WTT, yet still complies with all stated requirements of section A.1.2.3.2 - this is acceptable to Canada.

**Q36.** Annex A, A1.2.3.2.2: Confirmation of the pass criteria is requested? Please confirm whether in addition to criteria listed under A1.2.3.2.3, the criteria for passing must include the stated requirements under A1.1.3.5?

**A36.** A1.2.3.2.2 and A1.1.3.5 are different requirements. At A1.2.3.2.2 a CF maintainer will be on site to verify if any of the conditions listed at A1.2.3.2.3 exist. At A1.1.3.5, those conditions may be demonstrated during the testing at A1.2.3.2.2 but that is up to the contractor to decide and include details as part of the FAAP.

**Q37.** Annex A, A1.2.3.6.2: Please provide stowage dimensions for the cam nets NSN 1080-20-008-1127?

**A37.** One such cam net represents a volume of 0.125 cubic meter. For increased safe-keeping of a folded camouflage net, this volume must be considered as a rectangular prism to prevent cam net stowage volume simply being leftover filler area amongst the other objects being stored in the same space. Please see amendment to A1.2.3.6.2 below.

**Q38.** Annex A, A1.4.2: Please specify what additional shock and vibration testing is required following the specified under testing in A1.4.1?

**A38.** **No additional testing is required** - but a verification that the system remains functional is required. Ideally this proof of function (A1.4.2) would be confirmed at the testing of requirement A1.2.2.9, but these details are for the contractor to decide as part of the FAAP.

**Q39.** Annex C, 2.2.3: Please advise which takes precedence, this article or the Phased Bid Compliance Process described at RFP 4.1.3.3? Of particular concern is Canada's acceptance criteria at M2 which requires illustrations and details for all components and subcomponents listed in the WTT SOW

**A39.** The clauses are not conflicting, they are complimentary. The Phased Bid Compliance Process will be followed as described at 4.1.3 of the RFP. A bid can be found non-compliant after applying the PBCP and would be removed from the bidding process in accordance with 2.2.3.

**Q40.** Annex E, The first equipment delivery must only be initiated once all required CDRL deliverables in the first part of the table in Annex E have been provided to and accepted by DND. Please confirm that "accepted" should be interpreted as acceptance of the final version and, in the case where the deliverable must be in both official languages, as acceptance of the final bilingual version? For example, would acceptance of the Operator manual (item 9B in Annex E) for the purposes of the first equipment delivery be interpreted as acceptance by DND of the final, validated bilingual version in CFTO format?

**A40.** Yes, for Annex E, "accepted" is for the final versions, and in the case of bilingual publications, the final bilingual versions.

**Q41.** Amendment 002, A11: Please clarify whether Canada will provide the driver to operate Canada's prime mover or whether the Contractor must operate the vehicle?

**A41.** **Yes** Canada will provide a driver.

**Q42.** In Bid Evaluation, para 2.3 – Evaluation of Key Mandatory Requirements (Annex C), at M7 - Technical Project Management, the Supporting Documentation states:

“Curriculum vitae (CV) listing:

- Diplomas,
- Project Management qualifications,
- Certifications including PMP, and P Eng., and,
- Project Start/Completion dates of these above stated projects.”

We believe that the PMP certification is not required for the technical Project Management since this requirement is already fulfill in M6 by the Project Manager. In addition, in the LOI of April 2020 for the same Project, there was no PMP requirement for the same position. Can Canada removes this PMP requirement in M7?

**A42.** Canada agrees to remove the PMP requirement in M7. Please see the amendment to Annex C, Bid Evaluation M7 below.

**Q43.** Please confirm that the discretionary audit clause will only apply to Task Authorizations?

**A43.** Yes, RFP para 6.5.6 will only apply to any additional work requests (if any) issued in accordance with Annex A, para 4.2. See SOW Amendment below.

**The Solicitation is hereby amended as follows.**

- At the Request for Proposals, para 6.23, **Delete:** “after Contract Award” and **Insert:** “after Initial Delivery Items”
- In Annex A, Statement of Work, **Add:**
  - “4.2 Additional Work Request (AWR)
    - 4.2.1 During the performance of the contract, the Crown may request that the contractor complete AWRs on an “as and when requested” basis. These AWRs will be limited to supplementary tasks related to work already described in the SOW and may include Field Services Representatives (FSR) support, Technical Investigation and Engineering Services (TIES) and minor Repair and Overhaul tasks.
    - 4.2.2. The AWRs are not intended to increase the capabilities of the equipment, rather to address unforeseen work to ensure that the equipment is safe to operate, and that it functions as intended within the original scope.”
- In Annex A, Statement of Work, para 5.5.2.3, **Delete:** “, if feasible” in the English version exclusively.
- In Annex A, Statement of Work, para A1.2.3.6.2, **Insert:**
  - “A1.2.3.6.2.1 The volume of one camouflage net is 0.125 cubic meter. To better protect those camouflage nets, their volume is to be considered rectangular prisms of free proportions for the space claim.”
- In Annex C, Technical Proposal Requirement And Bid Evaluation, para 2.3, @ M7,
  - **Delete:** “• Certifications including PMP, and P Eng., and”;
  - **Insert:** “• P Eng. licence,”

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