



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

Electronics, Simulators and Defence Systems Div.
/Division des systèmes électroniques et des systèmes de
simulation et de défense
11 Laurier St. / 11, rue Laurier
8C2, Place du Portage
Gatineau
Québec
K1A 0S5

Title - Sujet Portable Electronic Navigation Simu Portable Electronic Navigation Simulators	
Solicitation No. - N° de l'invitation F5411-300004/B	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client F5411-300004	Date 2021-11-14
GETS Reference No. - N° de référence de SEAG PW-\$\$QF-130-28334	
File No. - N° de dossier 130qf.F5411-300004	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-11-17 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Holmes, Brenden	Buyer Id - Id de l'acheteur 130qf
Telephone No. - N° de téléphone (819) 664-6516 ()	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

Amendment 003 is raised to provide answers to questions raised.

Question #1

With respect to PART 6 – RESULTING CONTRACT CLAUSES, 6.3 Standard Clauses and Conditions, 6.3.1 General Conditions, item 2010A 23 (2014-09-25) Default by the Contractor, item 3 states the following:

If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

The liability clause is unbounded. I am herein requesting a bounded limitation of liability derived from the contract value

Answer #1

The request is denied. Canada has no intention of amending the General Conditions.

Question #2

With respect to PART 6 – RESULTING CONTRACT CLAUSES, 6.3 Standard Clauses and Conditions, 6.3.1 General Conditions, 6.3.2 Supplemental General Conditions, item 4001, Hardware Purchase, 11 Firmware states the following:

1. The Contractor must deliver the Hardware equipped with all the Firmware required to use all the Hardware's functions.
2. Canada will not own any of the Firmware, but the Contractor grants to Canada a perpetual, non-exclusive, irrevocable, royalty-free license to use the Firmware with the Hardware. Canada may transfer this license if Canada transfers ownership of the Hardware to a third party. Any reference in the Contract to the Firmware being a deliverable is a reference to the license to use that Firmware, not ownership of the Firmware.
3. The Contractor guarantees that it has the right to license the Firmware and full power and authority to grant to Canada the rights to use the Firmware described in this section. The Contractor also guarantees that all necessary consents to that grant have been obtained.

We will be offering equipment, which may contain firmware and/or other software for which we do not have the right to license to any party. We are requesting a waiver from this clause for firmware and/or other software that we do not have the right to license.

Answer#2

The request is denied. Canada has no intention of amending the General Conditions.

Question #3

With respect to PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION, 4.1 Evaluation Procedures, 4.1.1 Technical Evaluation, 4.1.1.1 Mandatory Technical Criteria, item M3 states the following:

<u>Mandatory Criteria</u>	<u>Example of proof to be provided by Contractor</u>
Contractor must demonstrate their experience in delivering similar navigation simulator. Contractor must demonstrate they deliver a minimum of 3 navigation simulator in the last 5 years.	Proof is considered to be a copy of a letter of offer, or a copy of a previous contract for service, or a letter from an acceptable authority, or equivalent, and must be provided for each awarded contract with the bid.

The specified examples of proof, namely “copy of a letter of offer” and “copy of a previous contract for service”, contain confidential information of our company and our clients. Would redacted documents be acceptable? Alternatively, what constitutes “a letter from an acceptable authority , or equivalent”?

Answer #3

Redacted documents are acceptable, as long as the necessary information is still visible to complete the evaluation. A letter from an acceptable authority, or equivalent is considered to be a letter signed by an authorized company representative that describes how the bidder meets the criteria.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.