



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Défense nationale

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

**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**

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

By e-mail to: - Par courriel au :  
[DLP53BidsReceiving.DAAT53Receptiondessoumissions@forces.gc.ca](mailto:DLP53BidsReceiving.DAAT53Receptiondessoumissions@forces.gc.ca)

<b>Title - Sujet</b> Hydraulic Power Unit Replacment- POUR LE REMPLACEMENT DES UNITÉS DE PUISSANCE		<b>Amendment No. - N° modif.</b> 003
<b>Solicitation No. N° de l'invitation</b> W8476-226526/A	<b>Date of Amendment Date de modification</b> 01-19-2022	
<b>Address enquiries to: - Adresser toute demande de renseignements à :</b> Kyle Grundy <b>E-Mail Address - Courriel</b> Kyle.grundy@forces.gc.ca		
<b>Destination</b> See herein - Voir aux présentes		

**Instructions:** Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

**Instructions :** Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

<b>Delivery required Livraison exigée</b> See herein - Voir aux présentes	<b>Delivery offered Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Person authorized to sign on behalf of Vendor/Firm (type or print):   La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :</b>	
<b>Name - Nom</b>	<b>Title - Titre</b>
<b>Signature</b>	<b>Date</b>

<b>Solicitation Closes - L'invitation prend fin</b> At - à : 2:00 PM - 14:00  On - le : 2022-02-01  Time Zone - Fuseau Horaire : Eastern Standard Time (EST) Heure normale de l'Est (HNE)
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**THIS SOLICITATION AMENDMENT IS RAISED TO:**

1. Extend the solicitation closing date by 7 days from 25 January 2022 to 01 February 2022.
2. Provide clarification and answers to questions from potential suppliers;

**QUESTIONS AND ANSWERS:**

<b>Question 5</b>	Can the Government award a 1-Week extension in bid submission
<b>Answer 5</b>	A one week extension has been granted.
<b>Question 6</b>	Section 1.1 and 3.5.1.1 have different delivery dates, This is true for the delivery 120 days from the date of the contract or 60 days from the date of the contract
<b>Answer 6</b>	Delivery of the Firm Goods and/or Services is requested on or before 120 days from date of contract. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of either a fixed date or a period of time from contract award. Failure to submit a date or time period will be taken as acceptance of delivery within the requested timeframe.
<b>Question 7</b>	Is any hard copy to be submitted at any physical address, if yes please provide an address
<b>Answer 7</b>	No
<b>Question 8</b>	<p>We have a possible business arrangement with OEM whose products are to include in the Bid. Since these clauses are not applicable to our business and we are not sure about the Original Equipment Manufacturer (OEM). In that case, do we still need to provide any of the certificates in integrity provisions for our OEM, if applicable?</p> <p>According to our understanding, Our Business and the OEM are not needed to submit the bid Integrity Certificate if these four clauses are not applicable and our bid Will be still considered for further procurement process?</p>
<b>Answer 8</b>	<p>As per PSPC Supply Manual 4.21.3 Contracting with Subcontractors: “When contracting with the Government of Canada, contractors understand that they cannot enter into a contract with first tier subcontractors that have been determined to be ineligible or suspended under the Ineligibility and Suspension Policy” and “Bidders are responsible for verifying the status of first tier subcontractors prior to submitting a bid that identifies first tier subcontractors and before entering into a contractual relationship with first tier subcontractors”.</p> <p>If the business or there first tier subcontractors do not meet the requirements needed to submit Integrity declaration form then it is not needed.</p>

<b>Question 9</b>	6.3 Site Work, Since this is the supply only and not applicable due to no site work involved in the scope.
<b>Answer 9</b>	This will remain in the contract.
<b>Question 10</b>	Government still can order to stop production for 180 days and call up the cancellation of the contract?
<b>Answer 10</b>	Yes.
<b>Question 11</b>	Are there any payment milestones, if yes please share Since RFP says the Goods will be checked on-site and Technical Authority Will recommend payment release then how 10% holdback is applicable after goods are accepted and received at delivery point.
<b>Answer 11</b>	There are no milestone payments. All deliverables must be met with in the contract including everything in Annex A.
<b>Question 12</b>	Is it required in wood packing, it shall have an additional cost. Does the Government want to mention the wood packing cost separately or to be included?  How Government will ensure that all bidders' prices include wood Packaging costs and financial proposals are evaluated accordingly?
<b>Answer 12</b>	All prices must be included in ATTACHMENT 2 TO PART 4 - PRICING SCHEDULE and include all costs. The Government will ensure all bids are compliant.
<b>Question 13</b>	6.3.4 Suspension of Work If the Government orders to stop the production and wait till 180 days and suspend the contract after 180 days due no internal Government Internal Matters. While partial production is already in place by the OEM and has born some cost then how Government would compensate this loss?  Is this a firm bid followed by firm award and firm delivery?
<b>Answer 13</b>	If there is suspension or termination of work any negotiations would be handled on a case by case basis.  Yes this is a firm bid, firm award and the bidder must submit their best delivery date.
<b>Question 14</b>	Section 3.3  Mandatory Requirement M1 stipulates 8 GPM at 2000 psi and Mandatory Requirement stipulates Biodegradable Oil which come in various operating temperature ranges. The operator has a potential to be exposed to elevated oil temperatures that will make surfaces hot if the system is operated on a warm day for an extended period of time. The Specification does not mandate a cooler. Please define what the continuous run time duration may be while in a defined ambient air temperature to establish if this item is required. For example, "system to operate 8 hours continuously with ambient air 30 C" or "Hydraulic oil cooler with fan required"

<b>Answer 14</b>	There are no requirement for specific run time and temp, we will follow the operating procedure of the OEM manuals. Only require is that it must be able to operate using biodegradable oil. The temperature range the army tend to operate their tools at range from -40 to 40 degree Celsius.
<b>Question 15</b>	Re Annex A3.4 Canada requires a hard copy of the Meeting Agenda to be distributed at each meeting. In the event of Teleconference, is this mandatory, or shall Canada print of a copy of the soft copy? Where shall the hard copies be sent (this applies to many of the DID)?
<b>Answer 15</b>	In the event of a teleconference we will accept soft copies, no hard copies required we will accept soft copies only.
<b>Question 16</b>	Does Canada require IP rights for any of the manuals for reproduction of both soft and hard copy or only authorization to reprint the original document.
<b>Answer 16</b>	No IP rights required for the manual, we will use the commercial manual provided by the OEM.
<b>Question 17</b>	Basis of Payment It is clear all CDRL documentation requirements have established methods of acceptance with sign off per requirement and we have no concern with NSN and ILS provisioning to the lowest repairable item. Annex B – Basis of Payment of the Firm Goods. The Firm Goods do not have a clear acceptance criteria and method. Section 6.14 C. of the RFP refers to acceptance at DND destination (at vendor's expense). Section 6.13 "Inspection and Testing" does not guarantee vendor that Canada will participate in witnessing one or all of the performance tests. Can Canada commit to witnessing the FAT, either remote or in person, such that the equipment can be "confirmed functionally" by Canada to reduce the risk of acceptance to typical Industrial exposure such as packaging, shipping, etc.
<b>Answer 17</b>	Shipping and packaging quality assurance is done at the receiving depot, and in normal cases equipment usually come with warranty that units can arrange with supplier if any issues should arise.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME**