



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)

Attention: - Attention :  
Wo il Lee DLP 5-3-5

### Solicitation Closes - L'invitation prend fin

At - à :  
2:00 PM - 14:00

On - le :  
December 6, 2022 - 6 décembre 2022

Time Zone - Fuseau Horaire :  
Eastern Standard Time (EST)  
Heure normale de l'Est (HNE)

<b>Title - Sujet</b> ISO Container Lifting Systems (ICLS) - Systèmes de levage de conteneurs ISO (SLCI)		<b>Amendment No. - N° modif.</b> 001
<b>Solicitation No. N° de l'invitation</b> W8476-226568/A	<b>Date of Amendment Date de modification</b> November 3, 2022 - 3 novembre 2022	
<b>Address enquiries to: - Adresser toute demande de renseignements à :</b> Wo il Lee		
<b>Telephone No. - N° de telephone</b> 343-572-4779	<b>E-Mail Address - Courriel</b> Woil.lee@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>

**THIS SOLICITATION AMENDMENT IS RAISED TO:**

1. Provide clarification and answers to questions from potential suppliers; and
2. Amend the solicitation to clarify and reflect the questions received; and
3. Extend the solicitation closing date by 2 weeks from 22 November 2022 to 6 December 2022

**QUESTIONS AND ANSWERS:**

<b>Question 1</b>	At Section 6.6.3.2 Milestone Payments Schedule, the value column references Annex B, 2.2 however Annex B does not contain section 2.2 but does reference section 2.1. Please confirm that section 6.6.3.2 should refer to section 2.1 of Annex B.
<b>Answer 1</b>	Yes, that is correct. Please see the below amendment.
<b>Question 2</b>	Over the past two years COVID-19 has severely jeopardized the global supply chain. Residual effects continue to brutally impact product cost and production lead times, particularly with respect to aluminum and steel products. The contract period is estimated at 2 years however, no delivery schedule has been provided. Will Canada consider providing a delivery schedule so bidders will be on a level playing field in determining escalation rates for possible multi-year deliveries?
<b>Answer 2</b>	Please see 3.5.1.1 RFP clause and A2.2 CDRL Item List – Delivery Schedule column for guidance.
<b>Question 3</b>	Will Canada consider sharing risk for price adjustments and foreign exchange to secure as many qualified competitive bidders as possible? By sharing the risk, Canada will ensure that potential suppliers will not be lost because of the current instability of the markets. Canada does have the ability to include economic price adjustments based on indices such as the Steel Commodities Index. Canada also has the ability to include foreign exchange clauses which incorporate the use of PWGSC-TPSGC 450-Claim for Exchange Rate Adjustments.
<b>Answer 3</b>	3.3.2 Exchange Rate Fluctuation Risk Mitigation clauses added. Any other index risk mitigation will not be considered. Please see the below amendment.
<b>Question 4</b>	In addition, we would like to request an additional 8-week extension to the current RFP due date of November 22, 2022. This will give bidders enough time to consider the response to Q2 and Q3 above and receive/review the Technical Data Package. This timing will allow for a break during the holiday period at the end of 2022. Will Canada consider an extension to January 22, 2023?
<b>Answer 4</b>	Bid closing date extended to December 6, 2022. Please see the below amendment.

**THIS SOLICITATION IS HEREBY AMENDED AS FOLLOWS:**

- 2.1 DELETE: 6.6.3.2 Milestone Payments Schedule, in its entirety.  
INSERT: 6.6.3.2 Milestone Payments Schedule, see attached.
- 2.2 DELETE: 3.3.2 Exchange Rate Fluctuation, in its entirety.  
INSERT:  
3.3.2 Exchange Rate Fluctuation Risk Mitigation
- A. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html#f2>), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

- B. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
- C. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
- D. At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
- E. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

#### 6.6.5 Exchange Rate Fluctuation Adjustment

- A. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
- B. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
- C. The total price paid by Canada on each invoice will be adjusted at the time of payment. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Exchange rate adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

- (i) FCC = Foreign currency component (per unit);
- (ii) Qty = quantity of units;
- (iii)  $i_0$ : = Initial exchange rate (CAN\$ per unit of foreign currency [for example US\$1]).  
The initial exchange rate is set as the Bank of Canada rate on the solicitation closing date. The Bank of Canada publishes its rates each business day by 16:30 Eastern Time; and
- (iv)  $i_1$  = Exchange Rate for Adjustments (ERA) (CAN\$ per unit of foreign currency [for example US\$1]).  
The Bank of Canada publishes its rates each business day by 16:30 Eastern Time:
  - (a) The ERA for goods will be the Bank of Canada rate on the date the goods were delivered;
  - (b) The ERA for services will be the Bank of Canada rate on the last business day of the month for which the services were performed; and
  - (c) The ERA for advance payments will be the Bank of Canada rate on the last business day prior to the payment. The last published business day rate will be used for non-business days.
- D. The Contractor must indicate the total exchange rate adjustment amounts (whether they are upward, downward or present no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html#f2>), Claim for Exchange Rate Adjustments.

- E. The exchange rate adjustment will only impact the payment to be made by Canada where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (that is  $[i_1 - i_0] / i_0$ ).
- F. Canada reserves the right to audit any revision to costs and prices under this clause.

2.3 DELETE: Solicitation Closes: November 22, 2022  
INSERT: Solicitation Closes: December 6, 2022

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

**6.6.3.2 Milestone Payments Schedule**

Milestone	Description	Value	Lot	Firm Milestone Amount
1	Upon final acceptance of DID SE-102 FATP (A3.7)	3% of Annex B, 2.1, Items 001 to 005	1	\$ [to be detailed in the resulting contract]
2	Upon final acceptance of DID SE-101 RVM (A3.6) and DID SE-103 FATR (A3.8)	3% of Annex B, 2.1, Items 001 to 005	1	\$ [to be detailed in the resulting contract]
3	Upon final acceptance of the following DIDs: SE-104 (A3.9) ILS-201 (A3.10) ILS-202 (A3.11) ILS-203 (A3.12) ILS-204 (A3.13) ILS-205 (A3.14) ILS-206 (A3.15) ILS-207 (A3.16)	4% of Annex B, 2.1, Items 001 to 005	1	\$ [to be detailed in the resulting contract]
4	Upon equipment delivery and acceptance at CFB Valcartier	85% of Annex B, 2.1, Item 001	1	\$ [to be detailed in the resulting contract]
5	Upon equipment delivery and acceptance at CFB Edmonton	85% of Annex B, 2.1, Item 002	1	\$ [to be detailed in the resulting contract]
6	Upon equipment delivery and acceptance at CFB Petawawa	85% of Annex B, 2.1, Item 003	1	\$ [to be detailed in the resulting contract]
7	Upon equipment delivery and acceptance at CFB Gagetown	85% of Annex B, 2.1, Item 004	1	\$ [to be detailed in the resulting contract]
8	Upon equipment delivery and acceptance at 25 CFSD, Montreal	85% of Annex B, 2.1, Item 005	1	\$ [to be detailed in the resulting contract]
9	Delivery of last deliverable  The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.	5% of Annex B, 2.1, Items 001 to 005	1	\$ [to be detailed in the resulting contract]