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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

Defence Communications Division. (QD)

11 Laurier St./11, rue Laurier

Place du Portage, Phase III, 8C2

Gatineau, Québec K1A 0S5

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|---|---|
| Title - Sujet ACQ Fixed TDL GEP | |
| Solicitation No. - N° de l'invitation W8475-235518/A | Amendment No. - N° modif. 003 |
| Client Reference No. - N° de référence du client W8475-235518 | Date 2023-07-20 |
| GETS Reference No. - N° de référence de SEAG PW-\$\$QD-028-29082 | |
| File No. - N° de dossier 028qd.W8475-235518 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2023-08-14 Heure Avancée de l'Est HAE | |
| 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: Garate, Oscar | Buyer Id - Id de l'acheteur 028qd |
| Telephone No. - N° de téléphone (873) 355-3354 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 6363 NOTRE DAME EST MONTREAL QC H1N 3V9 CANADA | |

Instructions: See Herein

Instructions: Voir aux présentes

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| 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 |



REQUEST FOR PROPOSAL

W8475-235518

TIC3 Air Tactical Data Link (TDL) – Fixed Ground Entry Station (GES)

AMENDMENT # 2

Q&As # 1

| # | Document | Question | Answer |
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| 1 | Annex A, 2.3.4 | <p>Is it DND's intent for the Supplier to perform SAT on each the Supplier provided items listed in Par 3.1 of the SPS (RCM, REM, RJVM, IPM, NTS, RCC, and RSCS) or at the integrated GEP level?</p> <p>Is it DND's intent to perform SAT on every delivered system or a representative sample?</p> <p>Where is DND's intent for the SAT(s) to take place (The Supplier's facility, the DND receiving facility, the install sites, or another place)?</p> <p>What constitutes a "live" environment? (i.e. Given the supplier is not responsible for integration, can this be an approved laboratory set up?)</p> | <p>The SAT will be at the integrated GEP level.</p> <p>The SAT will be performed on a single GEP on a single occasion.</p> <p>The location will be selected based on availability and is DND's responsibility. This can be an installation site or other DND facility.</p> <p>A "live" environment cannot be in a laboratory setting. This will generally be an Exercise environment with live participants.</p> |
| 2 | Annex A1, 3.1.1.5d | Will SKLs and legacy and modern KeyMat be provided as GFE for the Demo and other program tests? | Canada prefers that a simulated environment is used for the demo, however for FAT and SAT keymat will be provided as required. |
| 3 | Annex C, 1.1.3.2 | The paragraph states "When requested and approved by Canada, the Supplier shall be paid, Firm Fixed Prices (FFP) (DDP included – Incoterms 2020) as shown in the table below for hourly rates associated with the integration support (on and off site) of systems and subsystems for Fixed Child TDL GEP, as referenced in Section 3.1.3 in Annex A, at the locations specified in Appendix A6 – Installation Sites." The statement appears to imply that Line Items 9 and 10 must include costs for travel to all Fixed Child Sites yet Canada is only asking for Hourly [labor] Rates. Is it Canada's intent that the Supplier account for Travel to all of the sites within Line Items 9 and 10? | The hourly rate will apply to labour only. Upon request, the supplier is expected to separately quote for travel, lodging, or any other applicable expense. |
| 4 | Annex A, 2.4.1.2 | Is contractor format acceptable for TOs? | Yes, Canada will accept the contractor's format for the technical documents. |

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| 5 | General | "The Training Package must adhere to chapter 4 of: a. 'CANADIAN FORCES INDIVIDUAL TRAINING & EDUCATION SYSTEM ANALYSIS OF INSTRUCTIONAL REQUIREMENTS VOLUME 3'" We need a copy of that document. | Document will be provided by email |
| 6 | General | Sentence states "...RSPL updates..." "RSPL" is not defined in any of the documents. Please define. | RSPL - Recommended Spare Parts List. |
| 7 | Appendix A5, 1 | The first line of the table references SPS par "3.2.1" which in the SPS is specific to Fixed Child TDL GEP (3.2.2 in Appendix A1 covers Fixed Parent TDL GEPs, and 3.2.3 covers Fixed Central TDL GEP). Should reference in the first line of the Prioritization table reference SPS par 3.2 or should the table have 3.2.2 and 3.2.3 for FDC and 3.2.1 for IDC? | The first line of the Prioritization table should reference SPS par 3.2. An amendment will be published to address this. |
| 8 | Part 6 - Contract Clauses, 6.7.3 | Sentence states "...The Contractor must package all items in quantities of one per package..." Please clarify what DND considers an "item" as it relates to D-LM-008-036/SF-000. Is this referencing the Unit Pack, Intermediate Pack, and/or Shipping Container? Is it acceptable for the Contractor to combine multiple Unit or Intermediate Packs into a Shipping Container? | It is acceptable to combine multiple unit or intermediate packs into a larger shipping container, if required. |
| 9 | Annex A1, 3.2.2.2.d | Sentence states "...Fixed Parent TDL GEP must include and integrate the following systems and capabilities:...d. A suitable 4-port KVM switch to allow the operator to interact and control different workstations by using the same set of Canadian multilingual (ANCOR) keyboard, mouse, and monitor." Please confirm whether the 4-port KVM, keyboard, mouse and monitor are GFE or CFE. (Is the KVM in this sentence referring to the KIPX in Par 3.1.56.6 or is this a different KVM?) | 4-Port KVM, Keyboard, mouse and required cables (HDMI, USB) are CFE. The KVM in this requirement is a simple 4-Port KVM and it's not the same as KVM over IP (KIPX) that is in par 3.1.56.6 |
| 10 | Annex A1, 3.2.2.2.e | Sentence states "...Fixed Parent TDL GEP must include and integrate the following systems and capabilities:...e. A set of keyboard, mouse and at least 42" 4K definition curved monitor for use with RCCS, SMWS and SCWS." Please confirm whether the keyboard, mouse and 42" monitor are GFE or CFE. | They are contractor furnished equipment. |
| 11 | Part 7 - ISS Contract Clauses, 7.8.3 | Sentence states "...The Contractor must package all items in quantities of one per package..." Please clarify what DND considers an "item" as it relates to D-LM-008-036/SF-000. Is this referencing the Unit Pack, Intermediate Pack, and/or Shipping | It is acceptable to combine multiple unit or intermediate packs into a larger shipping container, if required. |

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| | | Container? Is it acceptable for the Contractor to combine multiple Unit or Intermediate Packs into a Shipping Container? | |
| 12 | Annex A1, 3.1.4.29 | <p>Paragraphs 3.1.1.5.v(vii.); 3.1.1.6.r.(vii.); 3.1.2.5.t.(vii.); 3.1.3.4.i.(vii.); 3.1.3.5.n.(i).(vii.); 3.1.5.15, 3.1.6.7.w.(i).(iv.); 3.1.6.8.s.(vii.) all state "...Come with the protection for transportation that meets the following shock and vibration requirements..." when referencing the MIL-STD-810G requirements. However, Paragraph 3.1.4.29 simply states "...must meet the following shock and vibration requirements..."</p> <p>Is it DND's intent that this requirement also only be applicable to transportation (as opposed to operation, as well)?</p> | Yes, only applicable for the transportation however due to its size and weight, the system in the requirement 3.1.4.29 (IPMS) must stay mounted on the equipment rack during the transportation and the solution that requires the system to be unmounted and packed in a ruggedized transportation case is not a acceptable solution. |
| 13 | Annex A1 | <p>Pars 3.1.1.5.r; 3.1.1.6.n; 3.1.6.3; 3.2.2.e; all refer to operating with keyboards, mouses, monitors and other peripheral devices without specifically stating whether they are GFE or CFE.</p> <p>Please identify any paragraphs where DND expects such devices to be CFE, if any.</p> | They are all CFE unless specified otherwise. |
| 14 | Annex A1, 3.2.2.2.a | <p>Sentence states: " Fixed Parent TDL GEP must include and integrate the following systems and capabilities: a. The Fixed Child TDL GEP solution."</p> <p>We believe we understand this requirement but wanted to confirm that it is DND's intent that all potential contractors include in their pricing and offer the costs and functionalities associated with all of the items identified in Paragraph 3.2.1 (i.e. Fixed Child TDL GEP) of the SPS.</p> | Correct. |
| 15 | Annex A1, 3.2.3.1.a | <p>Sentence states: "The Fixed Central TDL GEP solution must include and integrate the following functionalities and capabilities: a. The Fixed Parent TDL GEP solution."</p> <p>We believe we understand this requirement but wanted to confirm that it is DND's intent that all potential contractors include in their pricing and offer the costs and functionalities associated with all of the items identified in Paragraphs 3.2.2 (i.e. Fixed Parent TDL GEP) of the SPS which also includes the requirements for 3.2.1 (i.e. Fixed Child TDL GEP).</p> | Correct. |

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| 16 | Annex F - All | The rated requirements scoring matrix Instructions in Annex F states under item b. "Performance Specification. Bidder must select from the drop down list the appropriate response to the desirable requirement." Since the RFP is in PDF form, there is no drop down list included. Can Canada supply those performance specifications? | Yes, it will be provided on request by email |
| 17 | RFP - Amendment 1 | The Amendment 001 states the modification "I. Closing date" removes July 21, 2023 and Inserts August 14, 2023. However, the Amendment 001 cover page notes "Solicitation Closes at 2:00 PM on 2023-07-21". Can Canada please confirm the new Closing date is 2023-08-14? | Yes, the closing date is 14 August 2023 |
| 18 | Annex A1 - SPS - 3.1.1.5.c | Sentence States "The RKLM must display its controlling mode (active or backup) on each of connected RKLs" Please clarify the difference of active and backup modes in relation to the RKLM software. | Only the active RKLM node can perform the control and key loading operations. |
| 19 | Annex A1 - SPS - 3.1.8.9.d/e | Sentence states "The RSCS must provide a functionality allowing the remote operator to perform the configuration on the website, including but not limited to, the following: d. Changing the website's page display layout; and e. Changing the website's page display view (look-and-feel)." Please provide an example of a theoretical modification that an operator would want to change on the websites page display layout/view. | Ex-1: the operator can change the layout to display the control panel of 1, 2 or several remote Fixed Child TDL GEP. Ex-2: the operator can change the color for background, information and re-arrange the sub-windows, buttons. |
| 20 | Other - Various | Is it necessary for Ultra to have in place a Canadian customs broker to clear goods destined to the DND, or will the DND clear the goods directly? If it is necessary to have in place a Canadian customs broker for goods designed for the DND, please provide a list of approved Canadian customs brokers. | All international couriers have a broker in Montreal as a Port of Entry to Canada. At that point, 5% General Sales Tax (GST) of the value declared in the shipping documents, has to be pay. This 5% will be reimbursed to the supplier. You can use any certified Canadian broker. |
| 21 | Annex A - Acquisition SOW - 2.4.1.1 | There appears to be no CDRL or DID for drawings, associated lists, and catalogue information. Please provide relevant data to include SUBMISSION DATE, MEDIA & QTY, APPROVAL DATE, etc. | As it would be COTS/MOTS, DND will accept the existing information and data format and they should be delivered with the products. |
| 22 | Annex A - Acquisition SOW - 2.4.1.2 | There appears to be no CDRL or DID for technical publications. Please provide relevant data to include | As it would be COTS/MOTS, DND will accept the existing information and |

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| | | SUBMISSION DATE, MEDIA & QTY, APPROVAL DATE, etc. | data format and they should be delivered with the products. |
| 23 | Annex G - Demo Plan - All | Please confirm that DND does not intent to provide any GFE items for the Demonstration and that the Supplier should not include GFE into their Demonstration Plan. If this is not the case, what GFE will be available to the Supplier and will that be provided well in advance of the invitation to Demonstrate? (i.e. How many days in advance of the Demonstration Date?) | Correct. DND won't provide GFE for the demo |
| 24 | Part 3 - Bid Prep Instr - 3.1 | <p>Sentence states: Section II: Financial Bid Bidders must submit their financial bid in accordance with each Basis of Payment identified in Annex C of this document.</p> <p>This Section does not include a requirement for including Annex D (Basis of Payment In Service Support). Should it?</p> | Annex C and Annex D are part of the Financial Bid Evaluation, therefore it must be included in your Financial bid. |
| 25 | Annex E - Financial BoE - All | Is it DND's intent for the bidders to supply filled in copies of Annex E (Basis of Evaluation). If so, because there appear to be calculations made, is the Excel version of the Annex available to the bidders? | No, the bidders are not expected to fill out Annex E. This document is for illustration purposes only. The document can be shared via email upon request to PSPC. |
| 26 | Annex F - Eval & Comp Matrix - Various | Because there appear to be calculations made, are the Excel versions of the "Rated Requirements Scoring Matrix" and "Demonstration Scoring Matrix" tables Annex available to the bidders? | The document will be made available upon request to the Contracting Authority. |
| 27 | Other - Various | As we are developing our pricing for DND there are a number of key assumptions that we will need to make in order to minimize risk to both parties (i.e. where the RFP may be mute or unclear). Assuming these assumptions don't conflict with any of the stated RFP requirements, is it acceptable to include those key assumptions as an Annex in our Section II - Financial Bid? | If there's any assumption made on behalf of the bidder they must be included in the main bid documents. It cannot be added to Section II - financial bid. |
| 28 | Part 7 - ISS Contract Clauses - 7.7 | C2610C states: "...As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the Customs Tariff...Remission of customs duties payable may be granted under the Tariff Item Number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the Customs Tariff...The Department of National Defence (DND) | An American contractor must pay duties (5% GST) at the Port of Entry to Canada, regardless of the delivery dollar value. This amount will be fully refunded. For this contract, this rule will apply only to the delivery of goods. |

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| | | <p>will be responsible for prearranging remission on importation or for paying customs duties on importation and applying to Canada Border Services Agency for a refund. DND is also responsible for applying to Public Works and Government Services Canada in good time for the certification required by the Customs Tariff..."</p> <p>Incoterms 2020 DDP (par 6.6.1, 6.7.1, 7.8.2, Annex C par 1.1.1, 1.1.6, Annex D par 1.1.2, 1.1.3) states: "...The seller bears all the costs and risks involved in bringing the goods to the place of destination. They must clear the products not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities."</p> <p>Should Contractors price their bids with the assumption that the Contractor will initially pay any Canadian customs duty (import and export) which will then be remitted by DND (provided the contract value of defence supplies in any given delivery is more than C\$250,000)?</p> <p>Given C2610C is only referenced in Part 7 (ISS), please verify that it does not apply to Part 6 (Acquisition)?</p> | |
| 29 | Part 7 - ISS Contract Clauses - 7.7 | <p>C2604C states: "...The Contractor is responsible for customs clearance of any tools, equipment or spare parts imported into Canada by its employees or a subcontractor and its employees for use in performing the Work under the Contract. The Contractor is responsible for any customs duties, excise taxes and Applicable Taxes, assessed by the customs officials and payable to the Canada Border Services Agency..."</p> <p>Does SACC 2604C apply to tools, equipment and spare parts that Contractor employees <u>temporarily</u> import into Canada for use in performing the work on the contract. Would it apply to tools, equipment and spare parts shipped for <u>permanent</u> import into Canada through freight forwarders?</p> <p>Given C2610C is only referenced in Part 7 (ISS), please verify that it does not apply to Part 6 (Acquisition)?</p> | Contractor employees temporarily import tools into Canada for use in performing the work on the contract will not pay taxes/duties. This applies to both part 6 and part 7. |
| 30 | Part 6 - Contract Clauses - 6.12 | <p>C2000C states: Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax</p> | An example of 'other taxes' are non-Canadian taxes or non-Canadian duties. |



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| | | <p>whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations...Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.</p> <p>Does this statement in SACC C2000C "The price, however, includes all other taxes" intend to refer to Canadian and/or nonCanadian in taxes. What are examples of "other taxes" that could be required by Canada under this contract?</p> | |
| 31 | Part 7 - ISS Contract Clauses - 7.7 | <p>C2000C states: Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations...Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.</p> <p>Does this statement in SACC C2000C "The price, however, includes all other taxes" intend to refer to Canadian and/or nonCanadian in taxes. What are examples of "other taxes" that could be required by Canada under this contract?</p> | An example of 'other taxes' are non-Canadian taxes or non-Canadian duties. |

All other Terms and Conditions remain unchanged