



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

Defence Communications Division. (QD)

11 Laurier St./11, rue Laurier

Place du Portage, Phase III, 8C2

Gatineau, Québec K1A 0S5

Title - Sujet HHTI-LR RFP TL ITP-LP DS	
Solicitation No. - N° de l'invitation W8476-226536/B	Amendment No. - N° modif. 005
Client Reference No. - N° de référence du client W8476-226536	Date 2024-02-26
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-030-29257	
File No. - N° de dossier 030qd.W8476-226536	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 2024-03-04 Heure Normale de l'Est HNE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Brière-Provost, Mathieu	Buyer Id - Id de l'acheteur 030qd
Telephone No. - N° de téléphone (819) 790-1635 ()	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

Request for Proposal Process
Laser Range Finder – Hand Held Thermal Imager – Long Range
(LRF HHTI-LR)

Amendment 005



RFP Amendment 5 seeks to post questions from suppliers, and update to the basis of payment:

ID	Bidder Questions	Response
	System Requirements Specification	
4-01	<p>5.15.7 Video Files</p> <p>5.15.7.0-4 specifies that video files received from the LRF HHTI-LR and saved to the ISS BMS must be editable using standard ATAK video editing functionality. Given that ATAK does not inherently possess video editing capabilities, could Canada please clarify the specific ATAK functionality that is being referenced in this requirement?</p>	<p>Video files must be editable using any editing functionality that may be present in the ATAK Video Player, such as editing a Video Alias and creating a Snapshot.</p>
	External DC Power Sources	
4-02	<p>SRS Compliance Matrix</p> <p>4.3.14.2.2 External DC Power Sources</p> <p>Compliance for requirements 4.3.14.2.2.0-1,-2 and -3 are required at bid closure. This appears to conflict with requirements in 5.14 DC Power Cable Assembly where compliance is required at the time of SAT and FAAT. Will the powering of the LRF HHTI-LR from external DC power sources be evaluated during bid evaluation?</p>	<p>There is no intention to physically evaluate External DC Power Sources during bid evaluation,</p> <p>The timing of compliance for requirements 4.3.14.2.2.0-1,-2 and -3 were incorrectly identified in the SRSCM.</p> <p>For these requirements, bidders may enter "Compliant at SAT and FAAT" in Column 7 - Location of Evidence In Technical Bid / Comments and be deemed compliant.</p> <p>Cables will be evaluated during prototyping, SAT and FAAT as described in the Acquisition SOW Section 6 Verification.</p>
4-03	<p>Can Canada provide detailed information on the connectors and electrical interfaces of the specified CWB, 12V, and 24V cables.</p>	<p>The Contractor is responsible for the design and production of these cables, as described in the Acquisition SOW Section 4.4.2.2 Cable Assemblies and SRS Section 5.18 DC Power Cable Assembly.</p> <p>Details of the external power system connections to which the DC Power Cable Assembly must connect are found in the references specified in the SRS Section 5.18 DC Power Cable Assembly. Further information can be provided after Contract Award if required.</p>



ID	Bidder Questions	Response
Equivalence of Test Procedures		
4-04	Can Canada confirm that Test "xyz" will be considered equivalent to Text "abc" that is specified in the SRS Compliance Matrix?	<p>Canada is unable to confirm compliance of the content of a bidder's Technical Bid Document prior to the formal Technical Bid Evaluation.</p> <p>Equivalence of test procedures is determined by analyzing the intent and scope of the proposed equivalent test procedure against the intent and scope of the specified test procedure described in the SRSCM. When the bidder provides evidence such as a Test Report for an equivalent test procedure, the bidder should provide a supporting reasoning for why the test procedures can be considered to be equivalent.</p> <p>Bidders are reminded that they are only required to submit evidence of compliance for those requirements where the SRSCM Column 5 <i>Instructions to Bidders</i> includes "Provide evidence..." or an equivalent phrase.</p>



ID	Bidder Questions	Response
4-05	<p>It is recommended that liability be capped at contract value in order to foster a fair and equitable solicitation process and generate maximum bidder participation. No limitation of liability places an unreasonable and unacceptable level of risk on the Bidder. As such, this bidder suggests the following wording be inserted into the articles of agreement, to replace SACC 2035 24:</p> <p>"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that neither Party's total liability for any and all direct damages arising out of this Agreement will exceed the total cumulative value of this Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract. For greater certainty, neither Party shall be liable for any indirect, consequential, incidental or special damages of any kind including, but not limited to, lost orders, sales, profits, or business opportunity, whether they arise under contract, tort, or any other legal theory."</p>	Canada respectfully declines.
4-06	<p>The Bidder recommends Canada amend SACC 2035 30 to include a minimum notice period in case of termination for convenience, as this would provide potential bidders with more contractual certainty. The Bidder therefore recommends SACC 2035 30 (1) be amended as follows: "At any time before the completion of the Work, the Contracting Authority may, by giving at least 90 days' notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice."</p>	Canada respectfully declines.



Update to the basis of payment:

Delete 01_HHTI-LR Annex A Basis of Payment- ENG entirely and replace with 01_HHTI-LR Annex A Basis of Payment- ENG V2. Please note that the only table 1 of the basis of payment was modified. The initial amount of devices to be bought has been reduced to 200 and the optional amount to be bought per year has been increased to 63.