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11 Laurier St. / 11, rue Laurier

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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 Naval Remote Weapon Station	
Solicitation No. - N° de l'invitation W8472-125389/C	Amendment No. - N° modif. 009
Client Reference No. - N° de référence du client W8472-125389	Date 2015-11-09
GETS Reference No. - N° de référence de SEAG PW-\$\$QF-101-25301	
File No. - N° de dossier 101qf.W8472-125389	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-11-27	
Time Zone Fuseau horaire Eastern Standard Time EST	
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: Rancourt, Michael	Buyer Id - Id de l'acheteur 101qf
Telephone No. - N° de téléphone (819) 956-5650 ()	FAX No. - N° de FAX (819) 956-5650
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein	

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

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W8472-125389

Amd. No. – N° de la modif.
009
File No. – N° du dossier
101qf W8472-125389

Buyer ID – Id de l'acheteur
101qf
CCC No./N° CCC – FMS No./N° VME

This solicitation amendment 9 is to extend the solicitation closing date, and respond to bidders questions.

Amendment 9 is raised to extend the bid closing date to November 27, 2015 to allow bidders additional time to address clarifications released on October 19, in Amendment 5 to the Request for Proposal. In order to complete the evaluation of bids and to avoid delay to the NRWS contract award, adherence to this closing date is necessary. While bids will remain valid for one (1) year after bid closing, the timeframe to evaluate bids has been greatly reduced to a point where the planned February 2016 award date for both the NRWS Acquisition and Repair and Overhaul contracts is at risk and delay could impact the project ship installation schedules.

DELETE 2015-11-20 02:00 PM Eastern Standard Time (EST)

INSERT 2015-11-27 02:00 PM Eastern Standard Time (EST)

Bidder Questions

Question 1

Reference: Volume 2 NRWS Acquisition Resulting Contract

(Applicable Requirement: Section 23, Liquidated Damages)

This section has a TBD for the daily amount of LDs payable to Canada in the event of a delay, as well there is a TBD in regards to the maximum % of the contract price for total amount of LDs.

Can you please let me know what the TBD amounts in Section 23, of Volume 2 should read?

Answer:

Liquidated Damages provisions for the NRWS Acquisition are stated in Volume 2 Annex C, Article 19.2.2. Liquidated Damages provisions for the NRWS Repair and Overhaul are stated in Volume 3 Annex E, Article 19.2.2.

DELETE Volume 2, Article 23, Liquidated Damages (Industrial and Technological Benefits and Value proposition requirements), in its entirety, and

REPLACE The above deleted text with:

23. <<Article Removed>>

Question 2

Reference: Volume 2 NRWS Acquisition Resulting Contract

A series of the requirements specified in SACC 4001 have significant implications for the cost and scope of the bid. To what extent does Canada expect the Contractor to be responsible for these requirements? Can Canada revisit the inclusion of the SACC clause 4001 as a whole?

Answer:

DELETE Volume 2, Article 4.2, Supplemental General Conditions in its entirety, and

REPLACE The above deleted text with:

4.2 Supplemental General Conditions

a) 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance

(The following subsections of 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance, do not apply:

- i. 4001 07 4001 07 (2008-05-12) Hardware Documentation, Article 7
- ii. 4001 08 (2010-01-11) Minimum Availability Level Requirement
- iii. 4001 09 (2010-01-11) Availability-Level Testing Before Acceptance
- iv. 4001 10 (2008-05-12) Acceptance, Article 3(b)
- v. 4001 14 (2010-01-11) Warranty for Purchased Hardware, Article 3
- vi. Part IV - Additional Conditions: Lease
- vii. Part V - Additional Conditions: Maintenance

b) 4002 (2010-08-16) Software Development or Modification Services, apply to and form part of the Contract.

c) 4003 (2010-08-16) Licensed Software, apply to and form part of the Contract.

d) 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

Question 3

Reference: RFP Amendment 7, Question 2 Response

In addition, please confirm that the revised language in 3.3.18 applies to Volume 1, Annex D, Appendix 1, Table 2 - Mandatory TSOR Requirements, as Amendment 5 - Q&A 11 only referenced Volume 2, Annex B, Appendix 3 -TSOR.

Answer:

DELETE Volume 1, Appendix 1 to Annex D, Compliance Matrix, Table 2: TSOR Requirement 3.3.18, in its entirety, and

REPLACE the above deleted text with:

TSOR Requirement	Compliance Method
3.3.18 The NRWS EO sensor suite shall be stabilized in addition to the NRWS platform stabilization.	C and D

Question 4

Reference: Volume 2 Annex B Appendix 3 TSOR

(Applicable Requirement: 3.3.18)

Recommend that Canada inserts a rated requirement for additional range of surveillance (decoupling) beyond the minimums identified in TSOR 3.2.7 and TSOR 3.4.18.

Answer:

The evaluation of TSOR requirements 3.2.7 and 3.4.18 will remain unchanged.

Question 5

Reference: Volume 2 Annex B Appendix 3 TSOR

(Applicable Requirement: 3.3.18)

Please clarify that it is the intent that the decoupled EO sensor suite be stabilized to within 1.0 milliradian standard deviation pointing accuracy, while in Sea State 3 as defined in the World Meteorological Organization (WMO) code tables and as described in Table 4.

Answer:

The EO sensor suite's pointing accuracy is defined in TSOR requirement 3.3.9.

Question 6

Reference: Volume 1 NRWS RFP

(Applicable Requirement: 3.1.5) We request that videos be accepted as part of the proposal response to demonstrate and support compliance and past performance descriptions. Can bidder's use 11 x 17 inch (in place of 8.5 x 11 inch) paper for drawings / diagrams / graphics / IMS?

Answer:

We have no issue with receiving videos in support (addition to) the other documentation requested as proof of compliance. Videos must be submitted on media (CD/DVD). Links to external websites to obtain bid information will not be accepted. The RFP section that specifies paper size (Volume 1 3.1.5) only "requests" bidders use this format.

Question 7

Reference: Volume 2 Annex B Appendix 3 TSOR

(Applicable Requirement: 3.2.2)

- a. How shall the "Threat Size" in Table 1 - Threats be interpreted? E.g. as a "2 square metres or greater" parameter does not define the minimum Target size, we assume that this should read "From 2 square metres" - please advise.
- b. How shall these targets be defined, in width and height, as the targets are currently only specified as "2 square metres"?
- c. As the performance parameters (with the exception of the target size as per the question above) for this requirement appear to be missing, we suggest that 3.2.2 is reworded using the performance parameters from STANAG 4347 (with the exception of the target size).

Answer:

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Threat size shall be interpreted as a vulnerable area of 2 square metres or greater, with an aspect ratio representative of the type of threat (boat, plane, land vehicle). TSOR requirement 3.2.2 will remain unchanged.

Question 8

Reference: Volume 1, Appendix 1 to Annex D, Compliance Matrix

(Applicable Requirement: 3.3.8.e and 3.3.8.f)

SOW para 3.3.8(e) and 3.3.8(f) specifies a minimum of 3 months' notice for final availability dates of HFX class ships while the mandatory requirements table (Volume 1 Annex D Appendix 1 Table 1) which references the same SOW paragraphs states a minimum of 1 month notice. Please confirm which is correct.

Answer:

DELETE Volume 1, Appendix 1 to Annex D, Compliance Matrix, Table 1: Mandatory SOW Requirements 3.3.8.e and 3.3.8 (f), in its entirety, and

REPLACE the above deleted text with:

	SOW Requirement	Compliance Method
3.3.8	e. Plan and execute all Contractor activities in ships to accommodate a minimum of three months notice from Canada regarding the final availability dates for each ship;	A
3.3.8	f. Plan and execute all Contractor activities in ships to accommodate a minimum of three months notice from Canada, for the substitution of any ship listed in Table 2, with any other ship in the same region; and	A

Question 9

Reference: Volume 2 NRWS RFP

(Applicable Requirement: Schedule A Para 2 and 3)

Item 3 in paragraph 2 does not have a corresponding item for the optional acquisition requirements. Assume that all costs associated with the optional acquisition are to be captured in item 3 of paragraph 2. Please confirm.

Answer:

Assumption is correct.

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENT
REMAIN UNCHANGED.**