



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

Quebec

K1A0S5

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

Marine Emergency Response Division/Division des
Interventions en cas d'urgence maritime
Centennial Towers 7th Floor - 7W11
200 Kent Street
Ottawa
Ontario
K1A0S5

Title - Sujet EREP: Boom-High Speed Sweep System	
Solicitation No. - N° de l'invitation F7047-160036/B	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client F7047-160036	Date 2018-01-26
GETS Reference No. - N° de référence de SEAG PW-\$ERD-005-26590	
File No. - N° de dossier 005erd.F7047-160036	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-02-05	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: ☐ Destination: ☒ Other-Autre: ☐	
Address Enquiries to: - Adresser toutes questions à: Khan, Shazia	Buyer Id - Id de l'acheteur 005erd
Telephone No. - N° de téléphone (613) 614-2383 ()	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

Amendment 004

This amendment 004 is raised to modify the Request for Proposal.

Revision 10

Delete: Article 4.1 of the Bid Solicitation (Evaluation Procedures) in its entirety.

Insert: 4.1 Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. An evaluation team composed of representatives of Canada and Global Stratagem Inc. will evaluate the bids.
- c. Canada may retain any independent consultant or use any resources to evaluate any bid or portion thereof. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- d. Where Canada has made a determination that a bid has failed any individual mandatory element of the Solicitation, Canada reserves the right to not proceed further in the evaluation of the bid and may deem the bid non-responsive."

Revision 11

Delete: Article 4.1.3.1 of the Bid Solicitation (Evaluation of Price) in its entirety.

Insert: 4.1.3.1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs duties included.

Additional terms specific to a particular evaluated price element may also apply.

Revision 12

Delete: Article 4.1.3.2 of the Bid Solicitation (Evaluation Price Equation) in its entirety.

Insert: 4.1.3.2 Evaluation Price Equation

Using the Items listed in Schedule A, Bidders are required to provide firm unit pricing for optional goods and services across 3 option pricing years (refer to Schedule A for all necessary information regarding Basis of Payment).

Prices provided for optional goods and services will be evaluated as distributed across the 3 option pricing years. For example, if Schedule A indicates up to 60 optional units for Item 'x' across the 3 option pricing years, then unit prices will be calculated with 20 units for each option pricing year.

The following "Evaluated Price" equation will be used to determine the evaluated price of the bid based on the prices of all required *and* optional goods and services inserted by the Bidder in its bid Schedule A (Basis of Payment):

Total of Firm Prices provided for all Required Goods and Services (Items 1 to 4)

(+)

Unit Price DDP Destination of Item 5

(+)

Distributed Total Price of Priced Optional Goods and Services

Evaluated Total Price

The table below demonstrates how the evaluated price for each Optional item is calculated, based on quantities indicated for each Item in Schedule A.

Evaluated Price Equation =	
<u>Total Price: Required Goods and Services</u>	
Calculated total of firm prices provided for all Required Goods and Services items (Items 1, 2, 3, and 4 in Schedule A)	
$= \sum [(Total\ QTY\ of\ Item\ 1) \times (Unit\ Price\ DDP\ Destination\ of\ Item\ 1)] +$ $[(Total\ QTY\ of\ Item\ 2) \times (Unit\ Price\ DDP\ Destination\ of\ Item\ 2)] +$ $[(Total\ QTY\ of\ Item\ 3) \times (Unit\ Price\ DDP\ Destination\ of\ Item\ 3)] +$ $[(Total\ QTY\ of\ Item\ 4) \times (Unit\ Price\ DDP\ Destination\ of\ Item\ 4)]$	
(+)	
Unit Price DDP Destination of Item 5	
(+)	
<u>Distributed Price: Priced Optional Goods and Services</u>	
Distributed total of firm prices provided for all priced Optional Goods and Services (items 6-9 and 12-17), across 3 Option firm pricing years, calculated as follows:	
• Up to 60 units Item 6 =	$[(20\ units\ Item\ 6) \times (OPY1\ price)] +$ $[(20\ units\ Item\ 6) \times (OPY2\ price)] +$ $[(20\ units\ Item\ 6) \times (OPY3\ price)]$
• Up to 60 units Item 7 =	$[(20\ units\ Item\ 7) \times (OPY1\ price)] +$ $[(20\ units\ Item\ 7) \times (OPY2\ price)] +$ $[(20\ units\ Item\ 7) \times (OPY3\ price)]$
• Up to 24 units Item 8 =	$[(8\ units\ Item\ 8) \times (OPY1\ price)] +$ $[(8\ units\ Item\ 8) \times (OPY2\ price)] +$ $[(8\ units\ Item\ 8) \times (OPY3\ price)]$
• Up to 24 units Item 9 =	$[(8\ units\ Item\ 9) \times (OPY1\ price)] +$ $[(8\ units\ Item\ 9) \times (OPY2\ price)] +$ $[(8\ units\ Item\ 9) \times (OPY3\ price)]$

• Up to 24 units Item 12 =	[(8 units Item 12) x (OPY1 price)] + [(8 units Item 12) x (OPY2 price)] + [(8 units Item 12) x (OPY3 price)]
• Up to 24 units Item 13 =	[(8 units Item 13) x (OPY1 price)] + [(8 units Item 13) x (OPY2 price)] + [(8 units Item 13) x (OPY3 price)]
• Up to 24 units Item 14 =	[(8 units Item 14) x (OPY1 price)] + [(8 units Item 14) x (OPY2 price)] + [(8 units Item 14) x (OPY3 price)]
• Up to 24 units Item 15 =	[(8 units Item 15) x (OPY1 price)] + [(8 units Item 15) x (OPY2 price)] + [(8 units Item 15) x (OPY3 price)]
• Up to 60 units Item 16 =	[(20 units Item 16) x (OPY1 price)] + [(20 units Item 16) x (OPY2 price)] + [(20 units Item 16) x (OPY3 price)]
• Up to 60 units Item 17 =	[(20 units Item 17) x (OPY1 price)] + [(20 units Item 17) x (OPY2 price)] + [(20 units Item 17) x (OPY3 price)]

Notes:

OPY1 = firm unit price provided for Option Pricing Year 1

OPY2 = firm unit price provided for Option Pricing Year 2

OPY3 = firm unit price provided for Option Pricing Year 3

The quantities used in the “Evaluation Price” equation are for bid evaluation purposes only. There is no guarantee that the quantities of the optional items used in the “Evaluation Price” equation will be procured.

Revision 13

Insert: In Part 7 (Resulting Contract Clauses), insert the following text:

“7.6.1.2 Basis of Payment: Cost Reimbursable – Limitation of Expenditure Transport and Insurance Expenses for Optional Goods (Applicable to Schedule A - Item # 6, 7 and 10 through 17)

The Contractor will be reimbursed its expenses reasonably and properly incurred in the performance of the transport and insurance of Optional Goods, at cost, without any allowance for profit and/or administrative overhead, to the limitation of expenditure identified in the Task Authorization.

With the exception of transport and insurance costs, all costs, including customs duties, are included in the Firm Unit Price of each Optional Good. Applicable Taxes are extra.

All payments are subject to government audit.”

Revision 14

In Part 7 (Resulting Contract Clauses),

Delete: Article 7.7 (Invoicing Instructions) in its entirety

Insert: Article 7.7 Invoicing Instructions

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

As applicable, each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a list of all expenses;
- d. expenditures plus pro-rated profit or fee;
- e. the description and value of the milestone, delivery, or Work claimed as detailed in the Contract.

As applicable, each claim must be supported by:

- f. a copy of time sheets to support the time claimed;
 - g. a copy of the invoices, receipts, vouchers for all direct transport and insurance expenses, and travel and living expenses;
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Contracting Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. The Contracting Authority will then forward the original and two (2) copies of the claim to the Project Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
 4. The Contractor must not submit claims until all work identified in the claim is completed."

Revision 15

In Part 7 (Resulting Contract Clauses), replace Article 7.15.1 (Delivery Instructions) in its entirety with the following text:

7.15.1 Delivery Instructions

7.15.1.1 Delivery Instructions for Required Goods (Applicable to Schedule A – Item # 1, 2 and 5)

1. Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP) (specified destination) Incoterms 2010.
2. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
3. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the designated contact person. The consignee may refuse deliveries when prior arrangements have not been made.
4. Refer to Schedule B for additional instructions.

7.15.1.2 Delivery Instructions for Optional Goods (Applicable to Schedule A - Item # 6, 7 and 10 through 17)

1. The Task Authorization Process will be followed for the delivery of any Optional Goods. Upon request of Canada, the Contractor must provide a minimum of two quotations identifying the end-to-end transport costs, including insurance for replacement cost of the shipment, to support the price quoted in the Task Authorization. If other than the lowest or sole source is being recommended, the reason must be noted. The Contracting Authority must be permitted to correspond with any proposed transport service provider regarding the price in the presence of the Contractor's representative. The accepted quote will be used as the basis of the limitation of expenditure for transport and insurance costs.
2. Transport costs must be shown as a separate item on the claim of payment, supported by a certified copy of the bill of lading.
3. Goods must be consigned to the destination specified in the Task Authorization and delivered: Delivered Duty Paid (DDP) (specified destination) Incoterms 2010.
4. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
5. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the designated contact person. The consignee may

refuse deliveries when prior arrangements have not been made. Refer to Schedule B for additional instructions.

6. Refer to Schedule B for additional instructions.”

Revision 16

Delete: Schedule A (Basis of Payment) in its entirety.

Insert: Schedule A (Basis of Payment) with the text found on the following 8 pages:

SCHEDULE A

BASIS OF PAYMENT

Instructions to Bidders:

The Bidder must complete the fill-ins and tables in Schedule A as follows:

- (a) All prices must be in Canadian currency;*
- (b) All prices must include customs duties;*
- (c) All prices must not include Applicable Taxes;*
- (d) The Bidder must provide firm unit prices for each item in:*
 - i. Section 3 (Required Goods and Services);*
- (e) The Bidder must provide firm unit prices for each item (except for Items 10, 11 and 18, as these items are priced as TBN/TBD) in:*
 - ii. Section 4 (Optional Goods and/or Services) Optional Firm Pricing Year 1;*
 - iii. Section 4 (Optional Goods and/or Services) Optional Firm Pricing Year 2;*
 - iv. Section 4 (Optional Goods and Services) Optional Firm Pricing Year 3;*
- (f) The Bidder is requested to insert "\$0.00" for any cost of the cost elements for which it does not intend to charge. If any cost element is left blank, Canada will insert "\$0.00" for that element;*
- (g) The Bidder must take into account any notes associated with a particular Item.*

Note: These italicized Instructions to Bidders will be removed from any resulting contract.

1. General

- a) Prices include customs duties but Applicable Taxes are extra.
- b) The price takes into account any notes associated with the Item and/or cost element.
- c) Items must be invoiced based on the price established for the date of the order (via Contract or Contract Amendment) and not the delivery or acceptance date. For example, if prices were based on the calendar year and a contract amendment was issued on December 31, 2018 to purchase a widget but the widget was not delivered until January 1, 2019, the contract amendment and invoice for the order would reflect the Year 2018 (Optional Firm Pricing Year 1) price and not the Year 2019 (Optional Firm Pricing Year 2) price.

2. Currency

All prices are in Canadian currency.

3. Required Goods and Services

Item #	Item Description ¹	Total QTY ²	Firm Unit Price DDP Destination ^{3,4,5}
1	Complete Boom – High Speed Sweep System (HSS) Supply and commission a complete HSS Package comprising of buoyancy components, tow system, boom reel, hydraulic power unit. Note: the price for this item <u>INCLUDES</u>: a) Type 1D Storage Container <u>and</u>; b) Applicable DIDs: DID-SE-02, DID-SE-04, DID-IE-01, DID-ILS-06.	11	
2	Ancillary Equipment Supply and commission ancillary equipment in accordance with Annex B Technical Statement of Requirements and applicable DIDs: DID-SE-02, DID-SE-04, DID-IE-01.	11	
3	Technical Maintenance Training Conduct Technical Maintenance Training Session. Note: Total QTY indicates total number of sessions;	4	
4	Operational Training Conduct Operational Training Session. Note: Total QTY indicates total number of sessions;	4	
5	Documentation Generate and supply all of the required documents in accordance with Annex A, Statement of Work (specifically, Appendices 1 & 2, Data Item Descriptions and Contract Data Requirements List ie: DID-PM-01, DID-PM-02, DID-PM-03, DID-SE-01, DID-SE-03, DID-TR-01, DID-TR-02, DID-ILS-01, DID-ILS-02, DID-ILS-03, DID-ILS-04, DID-ILS-05, DID-ILS-07, DID-IE-01) Note: the price for this item <u>EXCLUDES</u> CDRL items: DID-SE-02, DID-SE-04, and DID-ILS-06. See Schedule B, Paragraph 2, for Milestone Payments.	N/A	

Solicitation No. - N° de l'invitation
F7047-160036/B

Amd. No. - N° de la modif.
004

Buyer ID - Id de l'acheteur
005erd

Client Ref. No. - N° de réf. du client
F7047-160036

Notes:

- 1: A brief description of the item that must be delivered in accordance with the Contract including all Annexes and Appendices.
- 2: The total number of units that are required across all delivery locations. Schedule B will identify the quantity of units that are required for each known delivery location.
- 3: See Schedule B for destinations.
- 4: The Firm Unit Price for the Item includes delivery DDP Destination.
- 5: The Firm Unit Price for the Item does not include travel and living expenses for any applicable commissioning and/or training. Travel and living expenses for any applicable commissioning and/or training associated with the Item will be paid in accordance with Article 7.6.5 of the Contract.

CDRL: Contract Data Requirements List

DID: Data Item Description

N/A: Not Applicable

1. Optional Goods and/or Services

		Firm Unit Price ^{8,9,10}	Firm Unit Price ^{8,9,10}	Firm Unit Price ^{8,9,10}
Item #	Item Description ⁶	Max. QTY ⁷	Optional Firm Pricing Year 1: Date of Contract award to December 31, 2018	Optional Firm Pricing Year 2: January 1, 2019 to December 31, 2019
6	Boom – High Speed Sweep System (HSS) Package Supply and commission a HSS Package comprising of buoyancy components, tow system, boom reel, and hydraulic power unit and applicable DIDs: DID-SE-02, DID-SE-04, DID-IE-01 and DID-ILS-06. Note: a) the price for this item <u>EXCLUDES</u> a storage container.	60		Optional Firm Pricing Year 3: January 1, 2020 to December 31, 2020
7	Ancillary Equipment Supply and commission ancillary equipment and applicable DIDs: DID-SE-02, DID-SE-04, DID-IE-01.	60		
8	Technical Maintenance Training Conduct Technical Maintenance Training Session Note: Maximum QTY indicates total number of sessions.	24		

9	Operational Training Conduct Operational Training Session. Note: Maximum QTY indicates total number of sessions.	24				
10	Spare Parts Kits The provision of any or all spares in support of the deliverables as detailed the final Recommended Spare Parts List (CDRL item DID-ILS-01), as accepted by Canada. (The contents of each Kit will be determined if and when options are exercised.) Note: 1 kit = 1 unit	TBD	TBN	TBN	TBN	
11	Special Tools and Equipment Kits The provision of any or all special tools or equipment in support of the deliverables as detailed in the final Special Tools and Test Equipment List (CDRL item DID-ILS-02), as accepted by Canada. Note: 1 kit = 1 unit	TBD	TBN	TBN	TBN	
12	Buoyancy Components Supply and commission a series of buoyancy components and applicable DIDs: DID-SE-02, DID-SE-04.	24				

13	Tow System Supply and commission a tow system and applicable DIDs: DID-SE-02, DID-SE-04.	24			
14	Boom Reel Supply and commission a boom reel and applicable DIDs: DID-SE-02, DID-SE-04.	24			
15	Hydraulic Power Unit Supply and commission a Hydraulic Power Unit and applicable DIDs: DID-SE-02, DID-SE-04.	24			
16	Type 1CC Storage Container only Supply and commission a Type 1CC Storage Container to house a complete HSS Package (as identified in Item 6, minus the storage container), and applicable DIDs: DID-SE-02, DID-SE-04.	60			
17	Type 1D Storage Container only Supply and commission a Type 1D Storage Container to house a complete HSS Package (as identified in Item 6, minus the storage container), and applicable DIDs: DID-SE-02, DID-SE-04.	60			

Item #	Item Description ⁶	Total QTY ⁷	Firm Unit Price DDP Destination ^{8,9,10}
18	Maintenance The provision of 5 one year periods of maintenance options for the HSS, as described in Annex A, Statement of Work, and Annex B, Technical Statement of Requirement.	Up to 5 1-year periods	TBN

Notes:

- 6: A brief description of the item that must be delivered in accordance with the Contract including all Annexes and Appendices.
- 7: Optional Items may be procured on as many occasions as necessary up to the identified maximum total quantity.
- 8: With the exceptions detailed in Note 9 and Note 10 below, the Firm Unit Price for the Item includes all costs necessary to deliver the item, including packaging, logistics planning, loading onto transport at the Contractor's facility, customs duties, import clearances, etc.
- 9: The Firm Unit Price for the Item does not include transport and insurance costs associated with the delivery of the Item. The Contractor will be reimbursed separately for these authorized expenses in accordance with Article 7.6.1.2 of the Contract.
- 10: The Firm Unit Price for the Item does not include travel and living expenses for any applicable commissioning and/or training. Travel and living expenses for any applicable commissioning and/or training associated with the Item will be paid in accordance with Article 7.6.5 of the Contract

TBD: To Be Determined

TBN: To Be Negotiated

CDRL: Contract Data Requirements List (as per the Statement of Work found at Annex A)

DID: Data Item Description (as per the Statement of Work found at Annex A)

2. Work Arisings and Task Authorizations

The provision of other parts, tools, equipment, spares, kits, and services in support of the deliverables may be identified and procured via the Task Authorization process.

Work Arisings and Task Authorizations may be negotiated and authorized at any time during the Period of the Contract.

Solicitation No. - N° de l'invitation
F7047-160036/B

Amd. No. - N° de la modif.
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F7047-160036

For satisfactory performance of authorized work, as specified in each individual Task Authorization, payment shall be made in accordance with the Contractor's most recently approved rates. Rates inclusive of profit shall be provided to the Contracting Authority. Rates shall be certified by the Contractor to be accurate, and may be verified as required. Other forms of price certification may also be required.

Revision 17

This revision is to amend an error in the French version Statement of Work document.

All other terms and conditions remain unchanged