

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 0A1 / Noyau 0A1
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
Telecommunications Division / Division des
Télécommunications
Place du Portage, Phase III
4th floor / 4e étage
Core C1 / Noyau C1
11 Laurier St. / 11 rue Laurier
Gatineau
Québec
K1A 0S5

Title - Sujet Managed Video Conference Service	
Solicitation No. - N° de l'invitation 82082-110701/B	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client 82082-110701	Date 2012-03-09
GETS Reference No. - N° de référence de SEAG PW-\$SEF-711-23615	
File No. - N° de dossier 711ef.82082-110701	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-17	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Harracksingh, Robbie	Buyer Id - Id de l'acheteur 711ef
Telephone No. - N° de téléphone (819) 934-0961 ()	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

SOLICITATION AMENDMENT 003

This Solicitation Amendment 003 is issued to respond to Bidder's Questions.

Bidder's Questions and Answers

Questions in relation to this solicitation are being numbered and tracked by PWGSC as they are received. Questions and their responses are being provided, as the response is ready. Bidders are advised that questions and associated responses may be provided out of sequence. As an example, if responses to questions 1, 2, 3 and 5 are ready for issuance, those questions and their responses will be published in a solicitation amendment. The response to question number 4 would then be published at a later date as soon as its response is ready.

Question # 16:

The Timing associated with the security clearance requirements is very compressed given typical turnaround for facility clearances. To ensure your bid receives a full and competitive playing field we respectfully request that you change the timing of the security requirement. Can the CRTC please agree to work in good faith to expedite the process to confirm the necessary security clearances before the commencement of work. Please confirm.

Answer # 16

The Security Requirements will remain as stated/specified in the RFP. The CRTC will not expedite the process to confirm the necessary security clearances before the commencement of work.

Question # 17

Section 1.1 of Annex D references "Schedule A" and "Schedule B". Would Canada please provide the list of equipment to be set out in Schedules A and B so the Contractor can better assess the costs and requirements of installing, maintaining, operating, repairing, replacing and removing this equipment?

Answer # 17

The only equipment that the Contractor will be required to install, maintain, repair, replace or remove is the equipment listed in Annex B - Hardware Under Maintenance. There is no other equipment (racks, cabinets, or other electrical equipment) or Connecting Equipment such as cables, conduits, inner ducts, connecting hardware or passive equipment.

Question # 18

Section 1.4(b) of Annex D contemplates the sale of the Contractor's Connecting equipment to Canada. While we are amenable to the possibility of selling the Connecting Equipment to Canada, we would like the sale to take place upon mutual agreement of the parties. Would Canada please amend section 1.4(b) to read as follows (changes are in bold): "The Contractor

recognizes that Canada may desire to provide access to existing and future telecommunications service providers of Property tenants, and Canada may consider it desirable to achieve this objective through shared usage of some or all of the Property Communications Spaces. Canada may request to purchase from the Contractor those portions of the Contractor's Connecting Equipment (excluding wiring) that the Crown, in its sole discretion, determines is necessary to incorporate efficiencies in the Property Communication Spaces. Canada acknowledges that the Contractor may be bound by service agreements with clients located in the Property to retain ownership of its Connecting Equipment and cannot be compelled to sell those portions of the Contractor's Connecting Equipment. Upon mutual agreement between the Contractor and Canada, the purchase price of those portions of Contractor's Connecting Equipment will be determined on the basis of their undepreciated capital cost at the time of Canada's written notice to purchase after mutual agreement between the Contractor and Canada. In connection with any such purchase, Canada agrees to negotiate the terms of the Contract to allow for continued use of the sold Connecting Equipment, at a price that reflects fair market rates.

Answer # 18

The requested change will not be made.

Question # 19

Section 2.1(a) of Annex D provides a non-exhaustive list of charges that the Contractor must pay for providing additional services in connection with the installation and operation of the Communications Equipment as reasonably determined by Canada from time to time. It is typical in the industry, and Canada has agreed in the past to enumerate the specific types of charges that the Contractor must pay. Further, it is difficult to calculate the "additional utility charges" without the installation of a meter on the premises which may not be permitted. Would Canada please amend this paragraph to read as follows: "The Contractor must pay to Canada all security and supervision charges for providing additional services in connection with the installation and operation of the Communications Equipment as reasonably determined by Canada from time to time. If requested in writing by the Contractor, Canada will provide a cost estimate in advance of supplying or performing these services at the Contractor's cost. If Canada chooses not to provide any services to the Contractor, then they must be provided only by persons approved in writing by Canada, acting reasonably."

Answer # 19

The requested change will not be made. Although the clause does not specify every type of charge, it already provides that, "If requested in writing by the Contractor, Canada will provide a cost estimate in advance of supplying or performing these services at the Contractors cost." This will provide the Contractor with certainty before any such work is performed.

Question # 20

Section 3.1(b) of Annex D states that Canada has the right to perform the Installation Work at the Contractor's Cost plus 15%. Will the Crown confirm that separate pricing tables will be provided

to allow for quotes for the Work to be performed by the Contractor and for the Work to be provided by the Crown?

Answer # 20

The requested change will not be made.

Question # 23

Section 4.2(a) of Annex D - The industry standard contractual cure period is typically 30 days to provide for a reasonable period of time in which to address and remedy a breach of terms and conditions. Would Canada please modify section 4.2(a) accordingly to reflect the 30 day cure period?

Answer # 23

The requested change will not be made.

Question # 24

Section 5.1(b) of Annex D - In other contracts, Canada has modified the wording in Section 5.1(b) of Annex D to provide that the Contractor will not be required to share the costs of relocating equipment where such relocation was not necessary or required for the delivery of products or services contemplated by the RFP (e.g. where such relocation was undertaken to consolidate equipment areas within or among Canada's premises). Would Canada please amend Section 5.1(b) of Annex D to read as follows: "For equipment relocation initiated by Canada, Canada will be responsible for reasonable, direct out-of-pocket costs, if any, of moving the Contractor's Equipment and any other Contractor's material contained in the Equipment Area, from the Equipment Area to the Relocated Equipment Area. Where Equipment Relocation is initiated by the Contractor, the Contractor will be responsible for all costs associated with moving the Contractor's Equipment and any other Contractor's material contained in the Equipment Area, from the Equipment Area to the Relocated Equipment Area."

Answer # 24

The requested change will not be made.

Canada acknowledges that certain questions received by PWGSC have not yet been published with answers.

All terms and conditions of the Bid Solicitation remain unchanged.