

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
Defence Communications Division. (QD)
11 Laurier St./11, rue Laurier
Place du Portage, Phase III, 8C2
Gatineau, Québec K1A 0S5

Title - Sujet LCSS CABLE ASSEMBLIES	
Solicitation No. - N° de l'invitation W8476-134421/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W8476-134421	Date 2013-10-29
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-025-24074	
File No. - N° de dossier 025qd.W8476-134421	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-11-26	Time Zone Fuseau horaire Eastern Standard Time EST
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: Dewar, Francine	Buyer Id - Id de l'acheteur 025qd
Telephone No. - N° de téléphone (819) 956-5974 ()	FAX No. - N° de FAX (819) 956-6907
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

This RFP Amendment No. 001 is raised to:

1. Extend the Bid Closing Date of this Solicitation;
 2. Address questions from bidders; and
 3. Revise Annex "C" Insurance Requirements document.
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1. Bid Closing Date

The bid closing date is hereby extended for a 2-week period, to close on Tuesday November 26, 2013. This extension is in consideration of bidders' requests and of the time necessary to review the "TDP Parts Addendum" which is expected to be released, within 48 hours, as RFP Amendment no. 2. No further extensions will be considered.

AT: "Solicitation Closes" section of page 1 of the Request for Proposal document,

Delete: "on 2013-11-12"

Insert: "on 2013-11-26".

2. Bidders' Questions and Answers Set

Q.1: Will substitutes for the parts listed in the TDP be considered?

A.1: The only substitutes considered acceptable are those listed in the TDP or in the TDP Parts Addendum to follow as RFP amendment no. 2. No consideration will be given to any additional substitutes.

Q.2: Will I have an opportunity to discuss the requirement with the technical authority or other client representatives?

A.2: No. All questions must be addressed to the Contracting Authority in writing. *"To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive."* Standard Instructions - Goods or Services - Competitive Requirements 2003 (2013-06-01), 13 (2008-12-12) Communications - Solicitation Period.

Q.3: In previous contracts we have provided qualified substitute components for vehicle cables and therefore question why these cannot be used in the manufacture of the cables for this solicitation.

A.3: See A1 above. Note also, *"Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements."* Standard Instructions - Goods or Services - Competitive Requirements 2003 (2013-06-01), 19 (2007-11-30) Entire Requirement.

Q.4: Requests for extension to original bid closing date of Tuesday November 12, 2013.**A.4:** Please refer to Section 1., Bid Closing Date, above.**Q.5: Will a US-based bidder's current ITAR registration be accepted, in lieu of the Canadian Goods Program Certification registration required as qualification to receive the Technical Data Package?****A.5:** US-based bidders wishing to receive the TDP must supply proof of that they hold a valid Manufacturer and Exporter Registration, in the form of the letter issued by the United States Department of State for this purpose.**Q.6: May a bidder propose changes to the Non-Disclosure Agreement (NDA) at Annex "H", required as qualification to receive the Technical Data Package?****A.6:** No changes to the terms of the NDA will be accepted.**Q.7: May a bidder request that foreign law govern the resulting contract?****A.7:** The resulting contract will be governed by Canadian law.**Q.8: The TDP does not appear to contain any information related to Item 001, Cable Assembly, Part Number 987-4640-001. Please advise.****A.8:** Part number 987-4640-001 is proprietary to Rockwell Collins Inc. (NCAGE 13499) As such, no technical information is available from DND on the part. Bidders can contact this firm at the following address:

Rockwell Collins Inc.
 Div. Government Systems / DBA Government Systems
 400 Collins Rd NE
 Cedar Rapids, IA
 USA 52498-0505
 Tel: 319-265-5467 Fax: 319-295-1787

3. ANNEX "C" - Insurance Requirements

(minor change; to remove "draft" watermark on this document)

Delete: ANNEX "C" in its entirety; and
Replace with: ANNEX "C", Rev. 1.

ATTACHMENTS:

- (1) ANNEX "C", Revision 1 (3 pages + cover)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Solicitation No.
W8476-134421/A

Amd. No.
XXX

Buyer ID
025qd

Client Ref. No.
W8476-134421

File No.
025qd.W8476-134421

Annex C – Revision 1

ANNEX C

Insurance Requirements

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Solicitation No.
W8476-134421/A

Amd. No.
XXX

Buyer ID
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Client Ref. No.
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Annex C - Revision 1

Table of Contents

- A. Commercial General Liability Insurance
- B. All Risks Property Insurance

Solicitation No. W8476-134421/A	Amd. No. XXX	Buyer ID 025qd
Client Ref. No. W8476-134421	File No. 025qd.W8476-134421	Annex C - Revision 1

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - (n) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Solicitation No. W8476-134421/A	Amd. No. XXX	Buyer ID 025qd
Client Ref. No. W8476-134421	File No. 025qd.W8476-134421	Annex C - Revision 1

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario, K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

B. ALL RISKS PROPERTY INSURANCE

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$100,000.00. The Government's Property must be insured on "Replacement Cost" basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
 - b. Loss Payee: Canada as its interest may appear or as it may direct.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

