

RETURN BIDS TO :

**RETOURNER LES
SOUMISSIONS À:**

Julie Watson-Bampton
Shared Services Canada / Services partagés
Canada
180 Kent Street, 13th Floor /
180 street Kent, 13 eme étage
Ottawa, Ontario
K1A 0P7

**REQUEST FOR PROPOSAL -
AMENDMENT
DEMANDE DE PROPOSITION**

Proposal To: Shared Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition aux: Services partagés Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées

Instructions : See Herein

ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction

Instructions: Voir aux présentes

énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s)

Comments - Commentaires

**This document contains a Security
Requirement**

Vendor/Firm Name and address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office – Bureau de distribution
Shared Services Canada
Procurement Operations
180 Kent Street
Ottawa, Ontario
K1A 0P7

Title – Sujet Professional Services - BMO Support Services	
Solicitation No. – N° de l'invitation 10035002	Date September 17, 2014
Client Reference No. – N° référence du client 10035002	
GETS Reference No. – N° de reference de SEAG 10035002	
File No. – N° de dossier 10035002	CCC No. / N° CCC - FMS No. / N° VME
Solicitation Closes – L'invitation prend fin at – à 26-September-2014 02 :00 PM on – le	Time Zone Fuseau horaire Daylight Saving Time DST
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Julie Watson-Bampton	Buyer Id – Id de l'acheteur C09
Telephone No. – N° de téléphone : 613-790-5915	FAX No. – N° de FAX
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	
Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
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

Q&A – 10035002

Amendment #3

Question 28)

With respect to M2 (f) which requires specific Customer Reference Contact Information. Many of our contracts require confidentiality. As has been done on other SSC solicitations, will SSC agree to let Bidders insert "Confidential" in cases where the Customer organization and contact information must be kept Confidential, with the agreement that the Bidder MUST provide the Organizations Name and other Contact information directly to SSC within 24 hours of request?

Answer 28) Yes, SSC will agree. If the bidder cannot provide the information within the 24 hour request, you will be deemed non-compliant.

Question 28)

M2, g)The Bidder must provide evidence by providing an invoice (or multiple invoices)or a letter from the client, referencing a single contract number showing the Bidder has provided and invoiced a customer up to or exceeding the required amount.

Please clarify what is meant by required amount?

Answer 28: the required amount of days requested per category.

Question 29) In regards to Question/Answer #15 of Amendment #3, the answer indicates that Annexes A, C and D need to be completed at bid submission.

Q1A: The answer to include Annex A with bid submission contradicts Question/Answer #6 of Amendment #2. In question #6, SSC states that Attachment 3 to Part 3 is to be submitted as the financial (not Annex A). Again, please confirm which tables are to be submitted with our financial response?

Answer 29) Please complete Attachment 3 to Part 3 in your financial response.

Question 30) The answer to include Annex C with our bid submission is confusing as Annex C refers to the "Contractor". We assumed the proof of insurance is to be submitted upon contract award. Annex C asks that PWGSC be added as an additional insured. This request incorporates additional cycles for bidders as we need to contact our insurance providers to add PWGSC as an additional insured at the RFP stage. We ask that SSC ask for proof of insurance (with PWGSC as additional insured) upon contract award or allow bidders to provide our generic insurance certificate at proposal submission as proof that we are insured and provide a second certification with PWGSC as additional insured upon contract award?

Answer 30) SSC will accept.

Question 31) Annex C and Annex D on Pages 71 to 73 appear to contain typographical errors:

- Annex C on Page 71. Following Section C.2, there is an address for the Department of Justice outlined without context.
- Page 72 references Annex D - Code of Conduct and Certification. Underneath includes an additional address for Senior General Counsel as well as paragraph (A) "A copy of the letter ...".
- Page 72 repeats the requirements for Errors and Omissions Insurance (b).
- Page 73 includes an untitled table.
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Please reissue a corrected version of Annex C and Annex D.

Please also provide guidance on how to complete the table on Page 73.

Answer 31) The alignment on the pages seem to be off. See attached corrected alignment. See answer 30 as well though.

ANNEX C
Annex "C" Insurance Requirements
C.1 Commerical General Liability Insurance

1. Commercial General Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The following endorsements must be included:
 - a. Additional Insured: Canada is included as an additional insured, but only with respect to liabilities that may arise from the Contractor's own negligence in the performance of the Contract.

The interest of Canada as additional insured should read as follows: Canada, represented by [insert client department's name] and/or Public Works and Government Services Canada.

- b. Notice of Cancellation or Amendment: The Insurer agrees to provide the Contracting Authority thirty (30) calendar days written notice of policy cancellation.
- c. Cross Liability: Without increasing the limit of liability, the policy shall protect all insured parties to the full extent of coverage provided. Further, the policy shall apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- d. Contractual Liability: The policy shall, on a blanket basis or by specific reference to this Contract, extend to assumed liabilities with respect to contractual insurance provisions.
- e. Contingent Employer's Liability: To protect the Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of its employees.
- f. Employees and (where applicable) Volunteers as Additional Insured: All employees and (where applicable) volunteers, on behalf of the Contractor, shall be included as additional insured.
- g. Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide for expenses incurred in instances of minor accidental bodily injuries without determination of liability.
- h. Non-owned Automobile: To protect the Contractor for liabilities arising by its use of vehicles owned by other Parties.

- i. Products and Completed Operations Broad Form: While not limited to, the endorsement should include service, assembly and repair activities as well as material, parts or equipment furnished in connection with the work performed by the Contractor or on its behalf.

C.2 Errors and Omissions Liability Insurance

1. Errors and Omissions Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If this is a claims made policy and the duration of the Contract exceeds the policy term; in the event of cancellation or non-renewal of the policy, an Extended Claims Reporting Endorsement, minimum twelve (12) months, must be secured by the Contractor.
3. The following endorsement must be included:

Notice of Cancellation or Amendment: The Insurer agrees to provide the Contracting Authority thirty (30) calendar days written notice of cancellation.

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) 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) **Errors and Omissions Liability Insurance**

- (i) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- (ii) 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.
- (iii) The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX D
Code of Conduct and Certification
Adresse de courriel /E-mail Address:
Ministère/Department:
Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier
Adresse du fournisseur / Supplier Address
NEA du fournisseur / Supplier PBN
Numéro de la demande de soumissions (ou numéro du contrat proposé) Solicitation Number (or proposed Contract Number)
Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name)
1. Membre / Director
2. Membre / Director
3. Membre / Director
4. Membre / Director
5. Membre / Director
6. Membre / Director
7. Membre / Director
8. Membre / Director
9. Membre / Director
10. Membre / Director
Autres Membres/ Additional Directors:

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Amendment #3

Question 32) Although we understand the requirement to provide references showing the billable days as proof of the vendors ability to provide the required resources, the requirement for each of the resources varies (as outlined under Annex B, Statement of Work, Table 1 - Total Estimated Number of Resource Required) and as such, the requirement to provide the same number of billable days, for each of the roles seems unreasonable. Would SSC consider adjusting the number of billable days, for each of the roles to reflect the estimates, as outlined under Annex B?

Answer 32) there will be no change.