

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions/Travaux
publics et Services gouvernementaux Canada
Building S-111
CFB Petawawa
Petawawa
Ontario
K8H 2X3
Bid Fax: (613) 687-6656

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless
otherwise indicated, all other terms and conditions of the
Offer remain the same.

Ce document est par la présente révisé; sauf indication
contraire, les modalités de l'offre demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada Supply
and Services Operation
Petawawa Procurement
Building S-111
CFB Petawawa
Petawawa
Ontario
K8H 2X3

Title - Sujet Gravel Crushing RISO	
Solicitation No. - N° de l'invitation W0107-14C537/A	Date 2014-11-07
Client Reference No. - N° de référence du client W0107-14CB537	Amendment No. - N° modif. 005
File No. - N° de dossier PET-4-41018 (903)	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$PET-903-1283	
Date of Original Request for Standing Offer 2014-10-01	
Date de la demande de l'offre à commandes originale	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-11-19	
Address Enquiries to: - Adresser toutes questions à: Harrington, Mary-Lou	Buyer Id - Id de l'acheteur pet903
Telephone No. - N° de téléphone (613) 687-0789 ()	FAX No. - N° de FAX (613) 687-6656
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of National Defence 4 CDSB Engr Svsc Sqn Garrison Petawawa, Bldg S-111 PO Box 9999, Station Main Petawawa, Ontario K8H 2X3	
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

Solicitation No. - N° de l'invitation

W0107-14C537/A

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

W0107-14CB537

Amd. No. - N° de la modif.

005

File No. - N° du dossier

PET-4-41018

Buyer ID - Id de l'acheteur

pet903

CCC No./N° CCC - FMS No/ N° VME

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AMENDMENT NO. 5, REQUEST FOR STANDING OFFER

GRAVEL CRUSHING, GARRISON PETAWAWA

This amendment is raised to ADD the insurance clauses which were omitted from the original Request for Standing Offer. The bidding period will also be extended to allow bidders time to review and comply with these insurance requirements.

1. Extend the closing date of the RFSO to November 19, 2014.
2. DELETE – Part 6, Insurance in its entirety.

INSERT –

ANNEX “A” 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. 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:

*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.

3. AUTOMOBILE LIABILITY INSURANCE

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

All other terms and conditions of this RFSO remain unchanged.