



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**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
Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

| | |
|---|--|
| Title - Sujet Professional Services | |
| Solicitation No. - N° de l'invitation W0113-14CS31/B | Amendment No. - N° modif. 007 |
| Client Reference No. - N° de référence du client W0113-14-CS31 | Date 2015-12-03 |
| GETS Reference No. - N° de référence de SEAG PW-\$TOR-024-6933 | |
| File No. - N° de dossier TOR-5-38032 (024) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-12-08 | |
| 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: Brewster, Shannon | Buyer Id - Id de l'acheteur tor024 |
| Telephone No. - N° de téléphone (905) 615-2028 () | FAX No. - N° de FAX (905) 615-2060 |
| 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 No. 007

This solicitation amendment No. 007 is raised to:

- 1) publish answers to questions that have been received in relation to this solicitation; and
- 2) amend the solicitation

- 1) The following provides answers to questions received:

QUESTION 1:

The Bidder respectfully request that the clause at Annex D, Insurance Requirements, c) All Risk Property Insurance be removed.

*The Bidder's concern is that for Crown owned facilities there are typically a number of CF, Public Service and other contractors' personnel occupying the property in question while under the contractor's custody or control (of the property). Asking the Bidder for a "Waiver of Subrogation Rights" stating that it waives all rights of subrogation against Canada as represented by DND and PWGSC for any and all loss of or damages to the property **however caused** would require the contractor to have control over other non-contractor personnel within the property, which is not possible (no employer-employee relationship).*

However, if the Crown feels justified in maintaining this clause, we respectfully request that it be modified as follows:

(C) All Risk Property Insurance

*Introductory paragraph – "The Contractor must obtain All Risks Property insurance The Government's Property must be insured on Replacement Cost **OR (vs. and)** Actual Cash Value basis."*

(i) no exception taken – acceptable as worded

(ii) a. and b. no exception taken – acceptable as worded,

c) Waiver of Subrogation Rights: remove completely for reasons as stated above.

ANSWER 1:

Canada will not accept the proposed qualifications as stated above. However, Canada will make changes to the clause that will be advised through solicitation amendment 007.

QUESTION 2:

Refer to Annex D

In the event that All Risk Property insurance is indeed required, please provide a description of the CFSATE facilities and equipment to be covered by the All Risk Property Insurance Requirement, in sufficient detail to allow us to obtain an accurate quotation for the policy from our insurance broker.

ANSWER 2:

The CFSATE equipment to be covered by the All Risk Property Insurance is as follows:

- 8 purpose-built developer stations; and
- 79 regular stations (laptop, docking station, 2 X monitors, accessories)

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|--|----------------------------|---------------------------------|
| Solicitation No. - N° de l'invitation | Amd. No. - N° de la modif. | Buyer ID - Id de l'acheteur |
| W0113-14CS31/B | 007 | tor024 |
| Client Ref. No. - N° de réf. du client | File No. - N° du dossier | CCC No./N° CCC - FMS No./N° VME |
| W0113-14CS31 | TOR-5-38032 | |

2) Solicitation amendments:

2a) At Annex D – Insurance Requirement, of the contract,

Delete: Article (c) All Risk Property Insurance, in its entirety, and

Insert: **All Risk 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 \$222,000.00. The Government's Property must be insured on Replacement Cost basis.

- (i) 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.
- (ii) 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.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED