



**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 0B2 / Noyau 0B2**

**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**

**Maintenance & Professional Consulting Services  
Division (FK)**

**11 Laurier St./ 11, rue Laurier**

**3C2, Place du Portage, Phase III**

**Gatineau**

**Québec**

**K1A 0S5**

<b>Title - Sujet</b> PROJECT MANAGEMENT SERVICES	
<b>Solicitation No. - N° de l'invitation</b> A0483-150001/A	<b>Amendment No. - N° modif.</b> 007
<b>Client Reference No. - N° de référence du client</b> A0483-150001	<b>Date</b> 2016-04-05
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$FK-297-70396	
<b>File No. - N° de dossier</b> fk297.A0483-150001	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-04-11</b>	<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Courteau, Josianne	<b>Buyer Id - Id de l'acheteur</b> fk297
<b>Telephone No. - N° de téléphone</b> (873) 469-4895 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

This amendment 007 is raised to amend the attached RFP and to provide an answer to a question.

### Amendment

1. In Part 8 – Legal Considerations of Part 7- Resulting Funding Agreement, **delete** clause 32.1 in its entirety and **replace** with:

32.1 The Recipient will indemnify the Government of Canada, its Ministers, officers, employees, servants, agents, successors, and assigns from any claims, liabilities, and demands arising directly or indirectly from:

1. any negligent act, error or omission of the Recipient or any **agency** acting for the Recipient
2. any breach of this Agreement by the Recipient, or
3. the fulfillment, in whole or in part, or the non-fulfillment of any of the Recipient's obligations under this Agreement.

### Question and answer

#### Question 1

Below is a standard indemnity that we are accustomed to seeing in PWGSC agreements with the acceptable qualification towards a negligence-based standard:

#### ***Indemnification***

*1. The Consultant shall indemnify and save harmless Canada, its employees and agents, from losses arising out of the errors, omissions or negligent acts of the Consultant, its employees and agents, in the performance of the Services.*

Will Canada consider either using the above standard indemnity or revising Part 8 – 32.1 wording as shown below:

Part 8 - Legal Considerations

32 Right to indemnity, protection from liability

32.1 The Recipient will indemnify the Government of Canada, its Ministers, officers, employees, servants, agents, successors, and assigns from any claims, liabilities, and demands arising directly or indirectly from:

4. ~~any negligent act, error or omission, or negligence~~ of the Recipient or any **agency** acting for the Recipient
5. any breach of this Agreement by the Recipient, or
6. the fulfillment, in whole or in part, or the non-fulfillment of any of the Recipient's obligations under this Agreement.

#### Answer 1

See amendment 1 above.

All other terms and conditions remain the same.