

Solicitation No. - N° de l'invitation
W168A-15R002/A

Amd. No. - N° de la modif.
001

Buyer ID - Id de l'acheteur
wpg114

Client Ref. No. - N° de réf. du client
W168A-15R002

File No. - N° du dossier
WPG-5-38248

CCC No./N° CCC - FMS No/ N° VME

Amendment 001 to Solicitation No. W168A-15R002/A is raised to address the following:

REVISIONS:

1. Refer to Request For a Standing Offer, Page 1 of 1:

DELETE:

Solicitation Closes: 02:00 PM on 2016-06-27
Time Zone: Mountain Daylight Saving Time MDT
Address Enquires to: Brent Peters
Buyer Id: edm206
Telephone No.: (780)235-8279
FAX No.: (780)497-3510
Bid Rec. Unit: Public Works & Government Services Canada
ATB Place North Tower
10025 Jasper Ave.
5th Floor
Edmonton, AB T5J 1S6
Bid Rec. Fax: (780)497-3510

INSERT:

Solicitation Closes: 03:00 PM on 2016-06-27
Time Zone: Central Daylight Saving Time CDT
Address Enquires to: Eric Kwan
Buyer Id: wpg114
Telephone No.: (204)899-5459
FAX No.: (204)983-7796
Bid Rec. Unit: Public Works and Government Services Canada
Room 100
167 Lombard Ave.
Winnipeg, MB R3B 0T6
Bid Rec. Fax: (204)983-0338

2. Refer to 6.2 Security Requirements, Page 9 of 20:

DELETE:

6.2 Security Requirements

INSERT:

6.2 Security and Insurance Requirements

6.2.2 The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex E.

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If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

3. Refer to 6.5.1 Standing Offer Authority of the Standing Offer, Page 9 of 20:

DELETE:

Brent Peters
Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch, Western Region
ATB Place, North Tower
5th Floor – 10025 Jasper Avenue
Edmonton, AB T5J 1S6
Telephone: 780-235-8279
Facsimile: 780-497-3510
E-mail address: Brent.Peters@pwgsc-tpsgc.gc.ca

INSERT:

Eric Kwan
Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch, Western Region
100-167 Lombard Avenue
Winnipeg, MB R3B 0T6
Telephone: 204-899-5459
Facsimile: 204-983-7796
E-mail address: eric.kwan@pwgsc-tpsgc.gc.ca

4. Refer to 6.7 SACC Manual Clauses, Page 13 of 20:

DELETE:

G1005C (2016-01-28), Insurance – No Specific Requirement

5. Refer to 6.7 SACC Manual Clauses, Page 13 of 20:

INSERT:

6.8 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6. Refer to ANNEX D - STANDING OFFER USAGE REPORT, Page 20 of 20:

INSERT:

ANNEX E – INSURANCE REQUIREMENTS

1. 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.

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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. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

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

p. 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,

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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.

2. 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.

3. Bailee's Customer Goods Insurance:

The Contractor must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$40,000. Government Property must be insured on a Replace Cost (new) 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 Bailee's Customer's Goods must include the following:

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

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b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.

c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by 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 the same.