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- 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

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

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

This document contains a security requirement.

Ce document contient une condition de sécurité.

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

Title - Sujet SMART BUILDING SERVICES		
Solicitation No. - N° de l'invitation EN438-170958/A	Date 2016-11-16	
Client Reference No. - N° de référence du client 20170958	Amendment No. - N° modif. 001	
File No. - N° de dossier fk289.EN438-170958	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$\$FK-289-71747		
Date of Original Request for Standing Offer		2016-10-20
Date de la demande de l'offre à commandes originale		
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-11-30		Time Zone Fuseau horaire Eastern Standard Time EST
Address Enquiries to: - Adresser toutes questions à: Maquiling(fk div), Amalia O.		Buyer Id - Id de l'acheteur fk289
Telephone No. - N° de téléphone (873) 469-4886 ()	FAX No. - N° de FAX (819) 956-3600	
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
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		

This solicitation amendment 001 is issued to answer questions raised from the Industry.

Q1 Re: Definition of Offeror

Re: Part 2 - Offeror Instructions, 2.1 Standard Instructions, Clauses and Conditions
Part 4 Evaluation Procedures and Basis of Selection

Item 2.1 incorporates SACC 2003 Standard Instructions - Goods or Services - Competitive Requirements into the bid solicitation, including article 04 Definition of Bidder that defines Bidder as "the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors."

The Definition of Bidder if applied to Reference Projects for Services potentially restricts Bidders with services and products deployed to international clientele from referencing highly relevant experience. Given the importance of managing the security and protection of Canada and Canadians, it is in the best interest of the Government of Canada to be able to contact references that are not necessarily located in Canada. This also allows Bidders to include references in other countries that are comparable to the Government of Canada.

Please confirm that inclusion of this clause does not restrict the Bidder from quoting corporate projects conducted outside Canada and therefore necessarily by the Bidder's parent company or affiliate due to the Bidder's corporate structure.

R1 We have added clarification statement in section 4.3 of the RFP (see below) to answer question (1) above.

4.3 Technical Evaluation

Offeror's experience may include project references completed outside of Canada and fulfilled by the offeror or the members of the joint venture.

Q2 The PWGSC RFSO for Smart Building Services contains no clause limiting the ultimate Offeror/Contractor's liability for damages. A standard limitation of liability clause has been developed primarily by PWGSC for IM/IT procurements. This limitation of liability clause reflects for the most part, a commercially reasonable allocation of risk between Canada and the Offeror/Contractor in keeping with Treasury Board policy regarding contractor liability in Crown procurements. Since this RFSO describes an IM/IT procurement, is PWGSC prepared to amend Part 7 Standing Offer and Resulting Contract Clauses of the RFSO to include the standard IM/IT limitation of liability clause available in the SACC Manual having ID N0000C (2013-04-25) and entitled Limitation of Liability-Information Management/Information Technology?

R2 Smart Buildings Services does not fall under an IT/IM procurement, therefore the insurance clause identified above is not applicable.

Q3 In past procurements, we have seen the use of the standard limitation of liability clause for Information Management/Information Technology (see SACC N0000C). The current RFP does not include this reference and therefore implies unlimited liability, which is not possible for our company to accept. In order to ensure PSPC has access to best bids and proposal from respondents, we respectfully request that this clause be included in the RFP.

R3 See response in R2

No other changes apply.