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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 2016-12-20
Client Reference No. - N° de référence du client 20170958		Amendment No. - N° modif. 008
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 Date de la demande de l'offre à commandes originale		2016-10-20
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-01-16		Time Zone Fuseau horaire Eastern Standard Time EST
Address Enquiries to: - Adresser toutes questions à: Ghoumrassi(fk div), Hakim		Buyer Id - Id de l'acheteur fk289
Telephone No. - N° de téléphone (873) 469-4910 ()		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 Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <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 008 is issued to provide clarification on limitation of liability.

- 1) To clarify Q2 and Q3 of amendment 001

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?

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.

R2 of amendment 001 should read as follows:

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

- 2) To provide further clarification on limitation of liability

The liability clause included in the RFSO is fair to all parties therefore the following clause remains the same.

GC 2035 24 (2008-05-12) Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

No other changes apply.