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Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

TPSGC/PWGSC
1550 Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet RÉPARATION ET ENTRETIEN VOLVO PENTA	
Solicitation No. - N° de l'invitation F3065-210321/A	Date 2022-02-03
Client Reference No. - N° de référence du client F3065-21-0321	Amendment No. - N° modif. 001
File No. - N° de dossier QCV-1-44141 (018)	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$QCV-018-18275	
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale 2022-01-21	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2022-02-15 Heure Normale du l'Est HNE	
Address Enquiries to: - Adresser toutes questions à: Piras, Gabriel	Buyer Id - Id de l'acheteur qcv018
Telephone No. - N° de téléphone (418) 956-2350 ()	FAX No. - N° de FAX () -
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		

**TITLE : SO – REPAIR AND MAINTENANCE OF VOLVO PENTA EQUIPMENT.
AMENDMENT 001**

Included in the present Amendment:

1. Question and answer 1
2. Modifications #1 to the Request for Standing Offers

QUESTIONS AND ANSWERS

Question 1

Could you please confirm if we have the ability to negotiate the Standing Offer clauses that will be in effect upon issuance of the Standing Offer?

For example, the amount specified under the limitation of liability clause (7B.11) seems onerous compared to the value of the Standing Offer. If it is possible to modify the terms and conditions, could you indicate the period and the manner of submitting such modifications?

Answer : If you have any concerns related to the requirements of the Request for Standing Offers, the way to proceed is to submit a written question to the Standing Offer Authority, in accordance with clause "2.4 Enquiries - Request for Standing Offers".

The enquiries must be submitted no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

We cannot amend the limitation of liability clause (7B.11) for consistency, as this is a national standard.

MODIFICATION #1 (TO THE BID SOLICITATION)

ANNEX C - INSURANCE REQUIREMENTS – is amended as follows:

Delete : ANNEX C - INSURANCE REQUIREMENTS – in its entirety.

Insert : The ANNEX C - INSURANCE REQUIREMENTS – provided at the end of this Amendment.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ANNEX C - INSURANCE REQUIREMENTS

C.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.
 - 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

C.2 Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairer's 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 **\$10,000,000** per accident or occurrence and in the annual aggregate.

2. The Ship Repairer's Liability insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada – Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
- c. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- d. 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.
- 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.