

This RFRE amendment 010 is raised to:

- Amend the RFRE Document.
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At Part 2, Instructions to Respondents, add the following clauses 2.28 & 2.29.

2.28 Permitted Changes to Composition of a Qualified Respondent During the RFRE Stage

2.28.1 For purposes of this clause 2.28, references to a Qualified Respondent are deemed to mean, and the provisions of clause 2.28 apply to and in respect of any Joint Venture Participant and/or Team Member comprising such Qualified Respondent.

2.28.2 A Qualified Respondent is not permitted to make any changes to its composition without complying with this clause 2.28.

2.28.3 If, prior to the commencement of the RFP Stage, there is:

- a. an actual or proposed change in the effective control of the Qualified Respondent;
- b. an actual or proposed material change to the Qualified Respondent, such as a sale of all or substantially all of its assets; or
- c. any other change in circumstances that may materially affect the Qualified Respondent in a way which could impair the Qualified Respondent's ability to continue to comply with all of the requirements of the RFRE,

the Respondent Representative for the Qualified Respondent shall promptly notify the Contracting Authority in writing. That notification shall clearly identify the actual or proposed change in or affecting the Qualified Respondent, the reasons for the change, the effects of the change on any of the information included in the Qualified Respondent's Response that was delivered under this RFRE, and the anticipated effects of such change on the ability of the Qualified Respondent to continue to comply with all of the requirements of the RFRE.

2.28.4 The Contracting Authority reserves the right, exercisable in its sole discretion, to accept a proposed or actual change as not affecting the Qualified Respondent's status and permit its continued involvement in the procurement process on such terms and conditions (if any) as it may require or to refuse to accept any proposed or actual change and disqualify the Qualified Respondent and terminate its continued involvement in the procurement process.

2.28.5 In exercising its discretion, the Contracting Authority will consider the objective of achieving a competitive procurement process that is not unfair to other Respondents. Without limiting the generality of the foregoing, the Contracting Authority will take into

account the requirements of this RFRE (including the Mandatory Technical Criteria, the financial capability requirements and the National Security Requirements), the extent to which the change has or may have, in the sole opinion of the Contracting Authority, a material adverse impact on the Qualified Respondent or the ability of the Qualified Respondent to continue to comply with all of the requirements of the RFRE.

2.28.6 The Qualified Respondent will deliver or cause to be delivered to the Contracting Authority such further documentation and information as the Contracting Authority, in its discretion, may request with respect to any change referred to in this clause 2.28.

2.28.7 For the avoidance of doubt, a change to the articles, by-laws or other constating documents of a Qualified Respondent that does not give rise to a change to the membership or effective control thereof or otherwise affect the Qualified Respondent in a way which could impair the Qualified Respondent's ability to continue to comply with all of the requirements of the RFRE is not a change for purposes of this clause 2.28."

2.29 Addition to, or Replacement of, Guarantors

2.29.1 A Respondent that wishes to add an additional Guarantor(s) or replace any of its Guarantors after the Response Intake Date for which its Response was submitted or a Qualified Respondent that wishes to do so is permitted to do so at any time prior to the RFP closing date and time. In such circumstances, the Respondent Representative is required to notify the Contracting Authority in writing of the name(s) of the proposed additional or replacement Guarantor(s) and the name(s) of any Guarantor(s) that are being replaced. The Respondent or Qualified Respondent, as applicable, is also required to comply with the other terms and conditions of this clause 2.29.

2.29.2 The proposed additional or replacement Guarantor will be subject to all of the provisions of this RFRE that are applicable to Guarantors, including clause 6.2 (National Security Requirements), clause 6.3 (Financial Capability) and clause 2.25 (Integrity Provisions). As a result, the Respondent Representative for the Respondent or Qualified Respondent, as applicable, must provide the detailed information specified in clause 6.2 (National Security Requirements) of this RFRE and clause 6.3 (Financial Capability) of this RFRE and the certifications specified in this RFRE to be provided by Guarantors at the time that it provides the written notification referred to in clause 2.29.1. Canada reserves the right to request additional information in respect of any proposed additional or replacement Guarantor as it determines to be appropriate, including additional information in order for Canada to conduct a complete National Security Requirements assessment and financial capability assessment of such proposed additional or replacement Guarantor. In its request, Canada will indicate a timeframe to provide the requested information. Failure to provide the requested information within the timeframe specified may result in the rejection of the proposed additional or replacement Guarantor.

2. *Insert the following clause 2.8.4 in clause 2.8 (Revision of a Response after the First or Second Response Intake Date) Part 2 of the RFRE.*

"2.8.4 A Respondent that wishes to add an additional Guarantor(s) or replace any of its Guarantors after the Response Intake Date for which its Response was submitted should refer to clause 2.29 (Addition to, or Replacement of, Guarantors) if such proposed addition or replacement is the only change to the Response that is contemplated by the Respondent at that time. In such circumstances, clauses 2.8.1, 2.8.2 and 2.8.3 will not apply to any proposed addition to or replacement of a Guarantor by a Respondent."

3. *Insert the following clause 6.3.13 in clause 6.3 (Financial Capability) in Part 6 of the RFRE.*

"6.3.13 Notwithstanding satisfaction by a Guarantor of the financial capability assessment, Canada reserves the right, at any time, exercisable in its sole discretion, to require that the Respondent or Qualified Respondent, as applicable, add or replace Guarantors. The Respondent Representative for the Respondent or Qualified Respondent, as applicable, must provide the information specified in clause 2.29.2 in respect of any proposed additional or replacement Guarantor."