



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des soumissions -
TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Systems Software Procurement Division / Division des
achats des logiciels d'exploitation
Terrasses de la Chaudière
4th Floor, 10 Wellington Street
4th etage, 10, rue Wellington
Gatineau
Quebec
K1A 0S5

Title - Sujet AI-IA - Invitation to Qualify	
Solicitation No. - N° de l'invitation EN578-180001/A	Amendment No. - N° modif. 011
Client Reference No. - N° de référence du client EN578-180001	Date 2018-10-31
GETS Reference No. - N° de référence de SEAG PW-\$SEE-017-33817	
File No. - N° de dossier 017ee.EN578-180001	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-10-31	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lessard, Peter	Buyer Id - Id de l'acheteur 017ee
Telephone No. - N° de téléphone (613) 850-7602 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

ARTIFICIAL INTELLIGENCE

Invitation to Qualify

This Amendment 011 is issued to revise the Article 23 and 24 of Annex 3 of the ITQ solicitation document.

- 1) Delete Article 23 of Annex 3 of the ITQ document and replace it with the following:

23. Indemnification

The Contractor must indemnify Canada against all losses and expenses (including reasonable attorneys' fees) arising out of any proceeding (i) brought by a third party, and (ii) arising out of a claim that the Software infringes the third party's Intellectual Property rights.

- 2) Delete Article 24 of Annex 3 of the ITQ document and replace it with the following:

24. Limitation of Liability

- (a) Except as expressly provided in paragraph (b), the Contractor is liable to Canada for all direct damages it causes in performing or failing to perform the Contract in relation to:

1. the Contractor's acts or omissions under the Contract affecting real or tangible personal property owned, possessed or occupied by Canada;
2. the Contractor's breach of confidentiality obligations under the Contract, but such limitation does not apply to the disclosure by Contractor of the trade secrets of Canada or a third party related to information technology;
3. Liens or encumbrances relating to any portion of the Work under the Contract, not including claims or encumbrances relating to intellectual property rights; and
4. Contractors breach of warranty obligations;

However, the Contractor is not liable to Canada for indirect, special or consequential damages caused by items 1 to 4 above.

- (b) With respect to all direct damages not listed above, including direct damages related to the Contractor's breach of warranty obligations, the Contractor's maximum liability to Canada is the total estimated cost of the Contract (meaning the dollar amount shown on the first page of the Contract in the block titled "**Total Estimated Cost**"). Within this maximum, all direct damages not listed above that

ARTIFICIAL INTELLIGENCE

Invitation to Qualify

do not relate to breach of warranty are subject to a maximum of X times the Total Estimated Cost (*the applicable IT commodity grouping will apply*).

- (c) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- (d) None of the above limitations apply to damages based on loss of life or injury or claims based on infringement of intellectual property.

All other terms and conditions remain the same.