



## 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

K1A0S5

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

Marine Emergency Response Division/Division des  
Interventions en cas d'urgence maritime  
Centennial Towers 7th Floor - 7W11  
200 Kent Street  
Ottawa  
Ontario  
K1A0S5

<b>Title - Sujet</b> EREP:SelfPropelled Advancing Skimme	
<b>Solicitation No. - N° de l'invitation</b> F7047-160032/D	<b>Amendment No. - N° modif.</b> 010
<b>Client Reference No. - N° de référence du client</b> F7047-160032	<b>Date</b> 2019-09-10
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$ERD-005-27372	
<b>File No. - N° de dossier</b> 005erd.F7047-160032	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-09-12</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Richards, Shazia	<b>Buyer Id - Id de l'acheteur</b> 005erd
<b>Telephone No. - N° de téléphone</b> (613) 614-2383 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See herein	

Instructions: See Herein

Instructions: Voir aux présentes

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

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### Amendment 010

This amendment is raised to:

1. This amendment is raised to publish questions and answers.

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**Question 41:** Will Canada negotiate the addition of a reasonable and standard limitation of contractor liability clause into the RFP and/or resulting contract prior to award?

**Response 41:**

**At Part 7 of the RFP, insert at section 7.17 the following clause:**

#### 7.17 Limitation of Liability

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$Total value of contract (to be inserted at contract award). This limitation of the Contractor's liability does not apply to:
  - a. any infringement of intellectual property rights; or
  - b. any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

**Question 42 a):** Will Canada provide bidders with the definition of "government purpose" applicable to this RFP so bidders may evaluate their interest in complying with those requirements?

**Question 42 b):** Will Canada accept a copyright license IAW SACC 4006 in lieu of copyright ownership?

**Response 42 a) and b):**

**At Part 7 of the RFP, delete section 7.2.2 in its entirety and insert the following:**

#### 7.2.2 Supplemental General Conditions

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

4010 (2012-07-16) Supplemental General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

**All other terms and conditions remain unchanged**