



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, Québec 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

Land Projects and Communication System Support
Division/Div des projets terrestres et support de
systèmes de communication

11 Laurier St. / 11, rue Laurier

8C2, Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

Title - Sujet CORE NETWORK SUSTAINMENT SERVICES	
Solicitation No. - N° de l'invitation W8486-228517/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W8486-228517	Date 2023-01-03
GETS Reference No. - N° de référence de SEAG PW-\$\$\$RA-059-28901	
File No. - N° de dossier 059ra.W8486-228517	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2023-01-31 Heure Normale du l'Est HNE	
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: Ellingham, Brendan	Buyer Id - Id de l'acheteur 059ra
Telephone No. - N° de téléphone (873) 354-2211 ()	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

The purpose of this amendment is to:

1. Correct minor oversights in Annex F - Compliance Matrix and Technical Bid Evaluation Criteria.
2. Correct numbering of Section 25 - Limitation of Liability - Information Management/ Information Technology Clause.

The following shall form part of this RFP:

1. **Under Annex F – Compliance Matrix and Technical Bid Evaluation Criteria
In Appendix F2 – Rated Evaluation Criteria**

DELETE:

The current wording within the corresponding cell of Rated Requirement (RT) 2.2 in Column B - Rated Requirements for Evaluation in its entirety.

INSERT:

Describe and substantiate, the proposed handover process, specific to the Core Network Functional Grouping, of the [System Design into the Sub-System Design](#).

2. **In the RFP - Part 7A – Resulting Contract Clauses – Section 25 - Limitation of Liability – Information Management/ Information Technology.**

DELETE:

Section 25 - Limitation of Liability – Information Management/ Information Technology in its entirety.

INSERT:

The following in lieu;

25. **Limitation of Liability – Information Management/ Information Technology**

- 25.1 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. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages

25.2 First Party Liability:

- 25.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

- 25.2.1.1 any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and royalties";
- 25.2.1.2 physical injury, including death.
- 25.2.2 The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- 25.2.3 Each of the parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- 25.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (25.2.1) above.
- 25.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
- 25.2.5.1 any breach of warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
- 25.2.5.2 any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (25.2.5.2) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" and shown on each call-up, authorized task, purchase order or other document used to order goods or services under this instrument), or \$_____ (To be filled in at Contract award).
- 25.2.5.3 In any case, the total liability of the Contractor under paragraph (25.2.5) will not exceed the total estimated cost (as defined above) for the Contract.
- Note: The Total Estimated Cost will continue to evolve throughout the Contract period, thus the claim will be based on the actual Total Estimated Cost at the point in time when it is made.*
- 25.2.6 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.

25.3 This Party Claims:

- 25.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount

set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

- 25.3.2 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 by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (25.2.1), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- 25.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

Note: The wording in green font denotes the changes in the RFP.

All other terms and conditions of the RFP remain unchanged.