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**Bid Receiving - PWGSC / Réception des soumissions -
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50 Victoria St. / 50, rue Victoria

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Gatineau

Québec

J8X 3X1

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

Information Security and Electronic Warfare Major
Proj/Division de la sécurité de l'information et de la
guerre

11 Laurier St. / 11, rue Laurier

8C2, Place du Portage

Gatineau

Québec

K1A 0S5

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| Title - Sujet Information Technology Infrastructu Infrastructure de technologie de l'information à l'appui du commandement et du c | |
| Solicitation No. - N° de l'invitation W8474-18IT01/C | Amendment No. - N° modif. 009 |
| Client Reference No. - N° de référence du client W8474-18IT01 | Date 2024-03-12 |
| GETS Reference No. - N° de référence de SEAG PW-\$\$QE-061-29203 | |
| File No. - N° de dossier 061qe.W8474-18IT01 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2024-03-18 Heure Avancée de l'Est HAE | |
| F.O.B. - F.A.B. | |
| Plant-Usine: <input checked="" type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Abela, Aaron | Buyer Id - Id de l'acheteur 061qe |
| Telephone No. - N° de téléphone () - () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein | |

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 |

ITQ AMENDMENT 009

ITQ Amendment No. 009 is being issued to address the following:

A) Publish Questions and Answers submitted by Respondents during the ITQ publication.

A) Questions and Answers

| Question Number | Question | Answer |
|------------------------|---|--|
| 78 | <p>Reference Item M1 in Section 2.0 (Mandatory Technical Evaluation Criteria)</p> <p>It specifies that "The Respondent must have been awarded a Government of Canada (GC) Cloud Framework Agreement (CFA)".</p> <p>Please confirm whether it is sufficient for the GC CFA to have been awarded to the Respondent's U.S. parent company.</p> <p>a. This approach is beneficial for Canada, as it will allow for more vendors from Canada to meet the requirement (which is favorable from a data sovereignty standpoint and helps to reduce challenges associated bilateral security processes).</p> | <p>Please refer to the answer provided to question number 002 under Amendment 1 of the Invitation to Qualify.</p> |
| 79 | <p>Reference Section 1.2 (Summary)</p> <p>In Section 1.2 (Summary), the Invitation to Qualify (ITQ) notes that "Only suppliers who qualify as a result of this ITQ will be invited to participate in any post-ITQ phases, including the Funded Engagement (FE), receiving the subsequent draft Request for Proposal (RFP) and bidding on the final RFP."</p> <p>This may pose a challenge in situations where different entities within the same corporate organization would be providing services at different phases of the procurement (e.g., a consulting services entity providing services pursuant to the funded engagement and a separate affiliated entity providing cloud services pursuant to the contract resulting from the RFP). Allowing the affiliate of a Respondent to take its place in subsequent phases would address these challenges and prevent multiple bids from different entities within the same corporate organization.</p> | <p>No. Only a Respondent who is determined to be Qualified Supplier (QS) can participate in subsequent phases and bid on the Final Request for Proposal (RFP).</p> |

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| | Please confirm that the affiliate of a Respondent to the ITQ can participate in subsequent phases and bid on the final RFP in lieu of the Respondent. | |
| 80 | <p>Reference Q&A 060 Amd007 - Funded Engagement</p> <p>We would like to further confirm that, in such a scenario, the Task Authorization can be signed by the FE Contractor's affiliate who performs the work, rather than the FE Contractor itself. This approach would simplify the execution of the FE work by the affiliate, as well as facilitate compliance with the requirements outlined by Canada in Q&A 060.</p> | All Task Authorizations (TAs) must be signed by the entity awarded the Funded Engagement (FE) contract and not an affiliate or sub-contractor. The FE Contractor (prime) is responsible for work of a sub-contractor or affiliate. |
| 81 | <p>Reference Q&A 059 - SACC 2035, Amd007</p> <p>In Q&A 059, Canada clarifies that a limitation of liability is not applicable as the FE Contracts will not be Information Management/Information Technology related. The allocation of risk through the inclusion of a limitation of liability, which is an established industry standard, is a core part of the economics of a CSP's offering, whether for its commercial cloud technology or consulting services. With this in mind, we ask that Canada consider the following proposed options:</p> <ol style="list-style-type: none"> 1. Canada include a reasonable mutual liability cap such as the following: "Each party's maximum, aggregate liability to the other under each Task Authorization is limited to direct damages finally awarded in an amount not to exceed the amounts Canada paid for the services during the term of the Task Authorization. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability. No limitation or exclusions will apply to liability arising out of either party's violation of the other party's intellectual property rights"; 2. Canada include SACC N0001C under the resulting contract terms for the FE Contract, which has been approved by Treasury Board for use in contracts unrelated to Information Management or Information Technology; or 3. Appropriate terms and conditions, including in respect of liability, will be discussed for each Funded Engagement on a case-by-case basis prior to the Funded Engagement, based on the | Limitation of Liability (LoL) is not applicable for Final Invitation to Qualify (ITQ) as the Funded Engagement (FE) Contracts will be strictly consulting services requirement and not Information Management/Information Technology (IM/IT) related. However, note that the LoL clause SACC N00004C will be under consideration to add to the Draft RFP/RFP stage. |

Solicitation No. - N° de l'invitation
W8474-18IT01/C (ITQ)
Client Ref. No. - N° de réf. du client
W8474-18IT01

Amd. No. - N° de la modif.
009
File No. - N° du dossier
W8474-18IT01

Buyer ID - Id de l'acheteur
061QE
CCC No./N° CCC - FMS No./N° VME

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| | scope of services and deliverables to be provided. | |
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ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED