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TPSGC
11 Laurier St. / 11, rue Laurier
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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
Defence Communications Division. (QD)
11 Laurier St./11, rue Laurier
Place du Portage, Phase III, 8C2
Gatineau, Québec K1A 0S5

Title - Sujet Digitally Aided Close Air Support	
Solicitation No. - N° de l'invitation W6399-19KF50/B	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client W6399-19KF50	Date 2020-08-04
GETS Reference No. - N° de référence de SEAG PW-\$\$QD-045-27838	
File No. - N° de dossier 045qd.W6399-19KF50	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-09-03	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Yessica Wijaya	Buyer Id - Id de l'acheteur 045qd
Telephone No. - N° de téléphone (873) 355-1542 ()	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. Extend the RFP Closing Date to September 3rd, 2020.
2. Add Security Requirements for non-Canadian Contractor.

The following shall form part of the RFP:

1. **RFP Closing Date modified as indicated on the main page of this amendment.**
2. **In Part 6 – Resulting Contract Clauses, Article 1 – Security Requirements**

Incorporate Security Requirements for non-Canadian Contractor as attached herewith.

All other terms and conditions of the RFP remain unchanged.

Bidders' Questions

Q1. Please confirm that ECP #5 is not part of this RFP.

The compliance with ECP#5 is only mentioned once in the SOW section A1.1.2.5. In the RFP package (i.e. main contract document and evaluation criteria), ECP #5 was not mentioned as the part of the compliance criteria.

A1. Compliance with ECP 5 is a mandatory technical requirement for the SOJTAC DACAS system as stated in Annex A para A1.1.2.5. Equipment delivered under contract must be compliant despite this particular requirement not being evaluated as part of the bid evaluation.

Q2. a. Please confirm that all of the Contractor personnel MUST have a Security Clearance with CISD-PWGSC as per the Main RFP and Statement of Work (Annex A - section A2.2.1.1.5, A2.2.1.1.5, A2.2.1.3.3, A2.2.1.4.2, A2.2.1.5.2).

b. If so, will Canada accept proof of US SECRET clearances as an equivalent level?

c. If US clearances are not acceptable, will additional time be allocated to allow CISD-PWGSC to process the security clearances? will "in progress" be deemed acceptable?

A2. a. Contractor personnel must have their security clearances as per the Main RFP and the Statement of Work.

b. Yes, U.S. based SECRET would be considered equivalent to Canadian. Foreign security assurance will be requested from CISD to ensure that a foreign organization and its personnel meet the security requirements of a solicitation request, contract or subcontract. (<https://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>).

Security clauses for non-Canadian bidder will be provided shortly.

c. See answer to 2.a.

Q3. How Controlled Goods Program applies for Foreign Supplier?

A3. Please refer to the following link for Exemptions from registration in the Controlled Goods Program: <https://www.tpsgc-pwgsc.gc.ca/pmc-cgp/enregistrement-register/exemptions-eng.html>

SECURITY REQUIREMENTS FOR NON-CANADIAN CONTRACTOR

The contractor and/or any and all subcontractors must be from a country with which Canada has an international bilateral industrial security instrument or will have such an instrument with Canada by the end of the bidding period. The Contract Security Program (CSP) has international bilateral industrial security instruments with the countries listed on the following PSPC website: <https://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html?wbdisable=true#s1>

1. The Foreign recipient **Contractor / Subcontractor** shall, at all times during the performance of the **Contract / Subcontract**, hold a valid Facility Security Clearance (FSC), issued by the NSA/DSA of **the supplier's country**, at the equivalent level of **SECRET** in accordance with the National legislation, regulations and policies of **the supplier's country**.
2. All **CANADA CLASSIFIED** information/assets accessed by the Foreign recipient **Contractor / Subcontractor** shall NOT be safeguarded at the Foreign recipient's sites.
3.
 - a) Contractors or subcontractors, who examine, possess, or transfer (i.e. access) controlled goods (*refer to Note) that are domestically controlled by Public Services and Procurement Canada (PSPC) while carrying out the work under the contract, or subcontract, are required to register with the Controlled Goods Program (CGP) of PSPC prior to any contract being awarded, unless exempted from CGP registration as defined by the Controlled Goods Regulations.
 - b) Throughout the duration of the contract and subcontract, the foreign recipient contractor and subcontractor must adhere to its respective national policies pertaining to the examination, possession, or transfer of controlled goods and must immediately report to its responsible National Security Authority (NSA) all cases in which it is known or there is reason to suspect that controlled goods, furnished or generated pursuant to the contract and subcontract have been lost or disclosed to unauthorized persons (entities not registered with the CGP or entities not excluded from CGP registration), including but not limited to a third party government, person, firm, or representative thereof. Controlled goods which are lost or compromised while handled outside of Canada, should be immediately reported to the Canadian Government Authority owner of the controlled goods, for example the Canadian Department that issued the controlled goods to the foreign recipient contractor and subcontractor, as part of the contract and subcontract. Additionally, controlled goods that are lost or disclosed to unauthorized persons which are subject to the International Traffic in Arms Regulations of the United States of America, will require the NSA or the Canadian Government Authority owner to report the situation to the U.S. exporter or the U.S. Department of State's Directorate of Defense Trade Controls (DDTC).

*Note: Controlled goods are goods, including components and their associated technologies (e.g., blueprints, technical specifications, etc.), that primarily have a military or national security significance, including "defense articles" that are controlled by the International Traffic in Arms Regulations (ITAR) of the United States of America. The list of controlled goods can be found in the Schedule to the Defence Production Act.
4. Such **CANADA CLASSIFIED** information/assets **must** be released only to foreign recipient **Contractor / Subcontractor** personnel who have a need to know for the performance of the **Contract / Subcontract**, must be a citizen of **Australia, New Zealand, the United Kingdom, the United States, and / or a Canadian citizen and/ or a Permanent Resident of Canada**, and must each hold a valid personnel security screening at the level of **SECRET**, as required, granted or approved by their respective country National Security Authority (NSA) or Designated Security

Authority (DSA), in accordance with the National legislation, regulations and policies of **the supplier's country**.

5. **CANADA CLASSIFIED** information/assets provided or generated pursuant to this **Contract / Subcontract** shall not be further provided to a third party Foreign recipient Subcontractor unless:
 - a. written assurance is obtained from the third-party Foreign recipient's National Security Authority (NSA) or Designated Security Authority (DSA) to the effect that the third-party Foreign recipient Subcontractor has been approved for access to **CANADA CLASSIFIED** information/assets by the third-party Foreign recipient's NSA/DSA; and
 - b. written consent is obtained from the NSA/DSA of **the supplier's country**, if the third-party Foreign recipient Subcontractor is located in a third country.
6. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of **their respective National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the National legislation, regulations and policies of the the supplier's country**.
7. The Foreign recipient **Contractor / Subcontractor** shall not use the **CANADA CLASSIFIED** information/assets for any purpose other than for the performance of the **Contract / Subcontract** without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
8. The Foreign recipient **Contractor / Subcontractor** visiting Canadian Government or industrial facilities, under this contract, will submit for approval a Request for Visit form to Canada's Designated Security Authority (DSA) through their respective National Security Authority (NSA) or Designated Security Authority (DSA).
9. The Foreign recipient **Contractor / Subcontractor** shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **CANADA CLASSIFIED** information/assets pursuant to this **Contract / Subcontract** has been compromised.
10. The Foreign recipient **Contractor / Subcontractor** shall immediately report to its respective National Security Authority (NSA) or Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that **CANADA CLASSIFIED** information/assets accessed by the Foreign recipient **Contractor / Subcontractor**, pursuant this **Contract / Subcontract**, have been lost or disclosed to unauthorized persons.
11. The Foreign recipient **Contractor / Subcontractor** shall not disclose **CANADA CLASSIFIED** information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/ Designated Security Authority (NSA/DSA).
12. The Foreign recipient **Contractor / Subcontractor** shall comply with the provisions of the International bilateral industrial security instrument between **the supplier's country** and Canada, in relation to equivalencies.
13. The Foreign recipient **Contractor / Subcontractor** must comply with the provisions of the Security Requirements Check List attached at Annex B.
14. In the event that a Foreign recipient **Contractor / Subcontractor** is chosen as a supplier for this Contract, subsequent Country-Specific Foreign security requirement clauses shall be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.