

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions -
TPSGC
50 Victoria St. / 50, rue Victoria
Place du Portage , Phase I
Mailroom C114
salle de courrier C114
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

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. 014
Client Reference No. - N° de référence du client W8474-18IT01	Date 2024-03-25
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 2024-03-28 Heure Avancée de l'Est HAE	
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: 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 014

ITQ Amendment No. 014 is being issued to address the following:

- A) Publish Questions and Answers submitted by Respondents during the ITQ publication.
- B) Amend ITQ Amendment 007, PART 7 – Resulting Contract Clauses, Section 7.1.2 – Task Authorization, Item (b) (VI)
- C) Amend ITQ Amendment 007, PART 7 – Resulting Contract Clauses, Section 7.1.2 – Task Authorization, Item (d) – Minimum Work Guarantee – All the Work – Task Authorizations.
- D) Amend ITQ Amendment 007 - PART 7 – Resulting Contract Clauses, Section 7.4 – Non-Disclosure Requirement
- E) Amend ITQ Amendment 007 – Annex D – Corporate Non-Disclosure Agreement for Participation in Invitation to Qualify and Funded Engagement Process
- F) Amend PART 1 – General Information, Section 1.1 Introduction
- G) Amend PART 1 – General Information, Section 1.8 – Additional Private Sector Contractors and Resources
- H) Amend PART 5 – Certifications and Additional Information, Section 5.2.3 – Additional Certifications Precedent to Contract Award, Sub-Section 5.2.3.1 – Non-Disclosure Requirement
- I) Amend PART 7 – Resulting Contract Clauses, Section 7.13 – Priority of Documents (g) – Annex D – Non-Disclosure Agreement

A) Questions and Answers

Question Number	Question	Answer
089	<p>Reference Invitation to Qualify (ITQ) Amendment 007 regarding Section 7.4 – Non-Disclosure Requirement.</p> <p>As drafted, Section 7.4 seems to: (i) require that recipients must be registered in the Contract Security Program or Controlled Goods Program, even if the information received is not subject to the Programs (thus requiring FE Contractors to obtain clearances for personnel involved in routine contract administration (such as invoicing)); (ii) conflict with the FE Contractor's obligations under the Contract Security Program or Controlled Goods Program; and (iv) conflicts with SACC 2035 (22) (<i>Confidentiality</i>).</p> <p>The requirement to comply with oral instructions presents a difficulty for record-keeping and management purposes. As non-compliance can have serious repercussions, written instructions would be requested.</p> <p>Finally, section 7.4 refers to "other applicable policies". We have located no other policies that appear relevant. Absent such policies being identified, it is impossible for Respondents to know what these policies are to assure compliance.</p> <p>a) Could we suggest to Canada that the FE Contract be identified as confidential information subject to SACC 2035 (22), as opposed to creating differing</p>	<p>a) Reference the rest of this Invitation to Qualify (ITQ) Amendment for further clarification.</p> <p>b) All information provided to a FE Contractor must be kept confidential in accordance with requirements under SACC 2035 (22) Confidentiality.</p> <p>Reference Section D) below for further information.</p> <p>c) Reference Section D) below for further information.</p>

	<p>confidentiality terms applicable to the FE Contract? This will also resolve any misunderstanding that the FE Contractor information that may be included in the FE Contract is not capable of being covered by section 7.4.</p> <p>b) Could Canada please confirm that information not identified to the FE Contractor as Protected/ Classified/ Controlled Goods is subject only to the provisions under SACC 2035 (22).</p> <p>c) Could Canada please delete the reference to oral instructions.</p>	
090	<p>Reference Invitation to Qualify (ITQ) Amendment 007 regarding Section 7.4 – Non-Disclosure Requirement and Annex “D” – Non-Disclosure Agreement (“Annex D” or “NDA”)</p> <p>Would Canada please consider the following clarification edits to section 7.4:</p> <p><i>The FE Contractor acknowledges and understands the FE Contract contains information that is sensitive and must be held in confidence without disclosure, except to those individuals who have a need-to-know solely for the purpose of performing the FE Contract in accordance with SACC 2035 (22) (Confidentiality). By accepting the FE Contract, the FE Contractor certifies that it will not communicate in any way the existence of this FE Contract, any of its contents or any related information to anyone, internal or external to the Government of Canada, other than (i) the designated Government of Canada Contracting, Technical or Procurement Authority representatives, or (ii) its employees who need-to-know, or persons who have agreed in writing to be bound by the same restrictions of use and disclosure as stated in this FE Contract and who are also in possession of any required Canadian and Industrial Security Directorate (CISD) security clearance or any required Controlled Goods Program registration; unless such disclosure is permitted under SACC 2035 (22) (Confidentiality) paragraph 4. Notwithstanding the foregoing (a) for information that is subject to the Contract Security Program, the FE Contractor will not disclose such information to anyone who is not in possession of any required Canadian and Industrial Security Directorate (CISD) security clearance; and (b) for controlled goods, the FE Contractor will not disclose such controlled goods to anyone who is not registered or exempt from registration under the Controlled Goods Program.</i></p> <p><i>The FE Contractor further certifies that it has put in place and will maintain all necessary and appropriate measures, including</i></p>	Reference Section D) below for further information.

	<p><i>those set out in any written or oral instructions issued by Canada, to protect such information. A breach of this non-disclosure requirement is a default under the General Conditions. Such breach may also be subject to action pursuant to Canada's Vendor Performance Corrective Measures Policy <u>or</u> the Code of Conduct for Procurement, or other applicable policies.</i></p>	
091	<p>Reference Invitation to Qualify (ITQ) Amendment 007 regarding Annex "D" – Non-Disclosure Agreement ("Annex D" or "NDA").</p> <p>The definitions of "Sensitive Information" and "Controlled Information" in Annex D (i) appear to overlap, (ii) do not align with the obligations applicable to registrants in the Contract Security Program and the Controlled Goods Program; and (iii) conflict with the confidentiality requirements of SACC 2035 (22) (<i>Confidentiality</i>).</p> <p>Sensitive Information</p> <p>The definition of "Sensitive Information" includes classified and protected information, which is specifically protected under the Contract Security Program and can only be disclosed to entities or individuals who are registered in the Contract Security Program <i>and</i> who have a "need to know". Accordingly, the permissions granted under section 1 (c) and (d) would be in conflict with the obligations that Contract Security Program registrants hold under the Program with respect to classified and protected information.</p> <p>a) Could Canada please delete the references to "classified" and "protected" information from the definition of Sensitive Information.</p> <p>b) If Canada will not delete these references, could Canada i) explain the difference between information that might be identified as "classified" or "protected" under the definition of "Sensitive Information" and protected and classified information that is subject to the Contract Security Program (and thus falls under the definition of Controlled Information). and, ii) could Canada please commit to providing the classification guide with a task authorization.</p>	<p>Please reference Section E) below for further information.</p>

092	<p>Reference Invitation to Qualify (ITQ) Amendment 007 regarding Annex “D” – Non-Disclosure Agreement (“Annex D” or “NDA”).</p> <p>Controlled Information</p> <p>With respect to the obligations for Controlled Information, ss. 2 (b) refers to each of the Controlled Goods Program and the Contract Security Program. However, ss. 2 (b) also refers to “those Security Requirements as set forth in Annex D (as applicable) to this Non-Disclosure Agreement.”</p> <ul style="list-style-type: none"> a) Could Canada please provide Annex D to the Non-Disclosure Agreement b) If no additional security requirements will be imposed, could Canada please delete this reference to ensure that Participants are clear as to their obligations. 	<p>Please reference Section E) below for further information.</p>
093	<p>Reference Invitation to Qualify (ITQ) Amendment 007 regarding Section 7.1.2, Item (d) – Minimum Work Guarantee – All the Work – Task Authorizations.</p> <p>With respect to this new provision, could Canada kindly respond to the following questions:</p> <ul style="list-style-type: none"> a) Could Canada please revise 7.1.2 (d) 1. now (e) 1.) to clarify that the Minimum Work Guarantee of “10%” refers to 10% of the amount set out in the Limitation of Expenditure provision. b) Could Canada please clarify what “paragraph 3” is being referred to in this new section as no paragraph numbering is provided in this section. 	<ul style="list-style-type: none"> a) The Minimum Work Guarantee of 10% refers to the dollar value identified under (e) Limitation of Expenditure – Cumulative Total of all the Task Authorizations provision. b) Paragraph 3 refers to the embedded sentence within the (d) Minimum Work Guarantee – All the Work – Task Authorizations clause. Specifically: <p>“In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.”</p>

094	<p>Reference Invitation to Qualify (ITQ) Amendment 007 regarding Section 7.1.2, Item (d) – Minimum Work Guarantee – All the Work – Task Authorizations.</p> <p>This new section requires an FE Contractor to stand in readiness to perform the Work. This type of clause is traditionally applied to contracts where a contractor is mandated to retain resources and personnel at all times to perform on an “as and when required” basis (e.g., an emergency response contract). It is not clear how a “stand ready” requirement is applied to an optional participation contract such as the FE Contract. We note that SACC 2035 (09) already provides for a “time is of the essence” performance obligation. Could Canada please</p> <ul style="list-style-type: none"> a) Delete the “stand ready” obligation; or b) If Canada will not delete the stand-ready obligation, could Canada please clarify that the concept of “stand ready” only applies to work under a TA that has been accepted by a FE Contractor. 	Reference Section C) below for more information regarding the “stand ready” requirement.
095	<p>Reference Invitation to Qualify (ITQ) Amendment 007 regarding Section 7.1.2, Item (d) – Minimum Work Guarantee – All the Work – Task Authorizations.</p> <p>It is not clear how the Minimum Work Guarantee amounts will be calculated if a FE Contractor does not to participate in a TA. Section 7.1.2 (b) (VI) provides Canada with an option to reduce “the dollar value of the FE Contractor’s FE Contract” by the amount of the TA not accepted.</p> <ul style="list-style-type: none"> a) Could Canada please confirm that “the dollar value of the FE Contractor’s FE Contract” refers to the Maximum Contract Value. 	Yes, the “dollar value of the contract” mean the total amount of the contract.

B) At PART 7 – Resulting Contract Clauses, Section 7.1.2 – Task Authorization, Sub-Section 7.1.2 (b) (VI)

Delete:

If the FE Contractor refuses a TA or fails to submit a valid response, the dollar value of the TA may be subtracted from the dollar value of the FE Contractor's FE Contract and may be re-allocated, at the Contracting Authority's sole discretion, in whole or in part, to the other FE Contractors.

Insert:

If the FE Contractor refuses a TA or fails to submit a valid response, the dollar value of the TA may be subtracted from the dollar value of the FE Contractor's FE Contract and may be re-allocated, at the Contracting Authority's sole discretion, in whole or in part, to the other FE Contractors.

The subtracted dollar value will precisely mirror the average Task Authorization cost for each relevant individual TA scope of work.

C) At PART 7 – Resulting Contract Clauses, Section 7.1.2 – Task Authorization, Item (d) – Minimum Work Guarantee – All the Work – Task Authorizations.

Delete:

“In Consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract”

Insert:

In Consideration of such obligation, the Contractor agrees to perform the Work described in the Contract throughout the Contract period.

D) At ITQ Amendment 007 - PART 7 – Resulting Contract Clauses, Section 7.4 – Non-Disclosure Requirement

Delete in its entirety;

Insert:

1. The Funded Engagement (FE) Contractor acknowledges and understands that all information provided to the FE Contractor in relation to the FE Contract must be held in confidence without disclosure. By accepting the FE Contract, the FE Contractor certifies that it will not communicate in any way the existence of this FE Contract, any of its contents or any related information to anyone, internal or external to the Government of Canada, other than:
 - a. the designated Government of Canada Contracting, Technical or Procurement Authority representatives;
 - b. the FE Contractor's employees on a “need-to-know” basis, provided those employees have agreed in writing to keep all information confidential on terms and conditions no less stringent than those contained in this FE Contract; and
 - c. third parties, including subcontractors or affiliates, only where required in order to analyze possible potential designs or solutions as part of the Work, provided the FE Contractor has obtained Canada's prior written consent to the disclosure and provided those third parties have the requisite security clearances and have agreed to keep the information confidential on terms and conditions no less stringent than those contained in the FE Contract. The FE Contractor additionally agrees to immediately provide to Canada, upon request, a list of these third parties and details regarding the information disclosed.
2. The FE Contractor further certifies that it has put in place and will maintain all necessary and appropriate measures, including those set out in any written instructions issued by Canada, to protect such information. A

breach of this non-disclosure requirement is a default under the General Conditions. Such breach may also be subject to action pursuant to Canada's *Vendor Performance Corrective Measures Policy*, the *Code of Conduct for Procurement*, or other applicable policies.

3. These Non-Disclosure obligations and General Conditions 2035 22 *Confidentiality* remain in force indefinitely and, unless superseded or replaced in writing by Canada, apply to all information disclosed at any point in the ITI in SP of C2 procurement process including, but not limited to, the Request for Information Phase, the Invitation to Qualify phase, the Request for Proposal Phase, and the resulting Contract Phase.
4. The FE Contractor must not alter, remove or obstruct any confidentiality or other notices provided on or in the information, and shall reproduce, in full, all such notices and markings in or on any copies, extracts or other documentation which may contain any information.

E) At Amend ITQ Amendment 007 – Annex D – Corporate Non-Disclosure Agreement for Participation in Invitation to Qualify and Funded Engagement Process

Delete in its entirety.

F) At PART 1 – General Information, Section 1.1 Introduction

Delete:

“the Non-Disclosure Agreements”

G) At PART 1 – General Information, Section 1.8 – Additional Private Sector Contractors and Resources

Delete:

“All private sector contractors and resources will be required to sign non-disclosure agreement(s) before gaining access to project information and documents as part of this procurement process”.

Insert:

All private sector Funded Engagement (FE) contractors and resources may be required to sign non-disclosure agreement(s) at Canada's discretion before gaining access to project information and documents as part of this procurement process.

H) At PART 5 –Certifications and Additional Information, Section 5.2.3 – Additional Certifications Precedent to Contract Award, Sub-Section 5.2.3.1 – Non-Disclosure Requirement

Delete:

“A Qualified Supplier must complete Annex D – Non-Disclosure Agreement prior to receiving and participating in a Funded Engagement contract. The NDA is only mandatory for Qualified Suppliers who participate in the FE contract phase, however, Respondents to the Invitation to Qualify are encouraged to submit the NDA with their ITQ response and return to Canada”

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.
014
File No. - N° du dossier
W8474-18IT01

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

Insert:

A Qualified Supplier may be required to complete a Non-Disclosure Agreement (NDA) at Canada's discretion prior to receiving and participating in a Funded Engagement contract or anytime during the contract period. The NDA would be for Qualified Suppliers who participate in the FE contract phase.

I) At PART 7 – Resulting Contract Clauses, Section 7.13 – Priority of Documents (g) – Annex D – Non-Disclosure Agreement

Delete:

(g) Annex D, Non-Disclosure Agreements;

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED