



RETURN RESPONSES TO:

**RETOURNER LES
RÉPONSES À:**

Bid Receiving PWGSC/ Réception des
soumissions TPSGC
11 rue Laurier
Place du Portage, Phase III
Core 0A1/ Noyau 0A1
Gatineau, Québec
K1A 0S5

Title – Sujet Canadian Surface Combatant RFRE – Navires des combat Canadiens DRPE	
Solicitation No. – N° de l’invitation W847S-150033/B	Date 13 June 2016 13 juin 2016
Client Reference No. – N° référence du client W847S-150033/B	
GETS Reference No. – N° de reference de SEAG	
File No. – N° de dossier W847S-150033/B	CCC No. / N° CCC - FMS No. / N° VME

**REQUEST FOR RESPONSE FOR
EVALUATION**

**DEMANDE DE RÉPONSES POUR
L’ÉVALUATION**

Solicitation Closes – L’invitation prend fin at – à 02 :00 PM on – le 11 July/juillet 2016		Time Zone Fuseau horaire Eastern Daylight Time (EDT) Heure Avancée de l’Est (HAE)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Inquiries to : - Adresser toutes questions à: Jim Finlayson		Buyer Id – Id de l’acheteur
Telephone No. – N° de téléphone :	Email - Courriel Jim.finlayson@pwgsc.gc.ca	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein Voir aux présentes		

Comments - Commentaires
This document contains a Security
Requirement

Delivery required - Livraison exigée See Herein Voir aux présentes	Delivery Offered – Livraison proposée
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Vendor/Firm Name and address
Raison sociale et adresse du
fournisseur/de l’entrepreneur

Issuing Office – Bureau de distribution
Canadian Surface Combatant (CSC) Project /
Projet Navire de combat canadien (NCC)
270 Albert Street
Ottawa, Ontario
K1A 0S5

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LIST OF ATTACHMENTS

ATTACHMENT 1 to ANNEX B – Combat Systems Integrator Stream Response Form
ATTACHMENT 2 to ANNEX B – Warship Designer Stream Response Form

NOTE

Canada is re-opening the opportunity to qualify to participate in the on-going Canadian Surface Combatant Project Procurement Process with solicitation W847S-150033/B. The requirements for qualification are unchanged from the 2015 W847S-150033/A solicitation. Short Listed Respondents that have qualified through RFRE W847S-15033/A do not have to re-qualify.

INTERPRETATION AND DEFINITIONS

In this document, unless the context requires otherwise:

"Affiliate" shall have the meaning provided in the Canada Business Corporation Act, R.C.S. 1985, c. C-44, as amended

"Combat System Integrator Stream" means the component of the RFRE related to the pre-qualification of Combat System Integrators

"Contract(s)" means any contract resulting from this CSC Procurement Process.

"CSC Procurement Process" means this RFRE and the bids solicitation(s) described in the body of this RFRE.

"Government Customer" means the government of a NATO member country or Australia or New Zealand; or the international organization that represents exclusively the NATO member state(s) or Australia or New Zealand Government Customer.

"Interested Party" means the entity that is interested in submitting a response to this Request for Response for Evaluation (RFRE)

"Preliminary Design" is an engineering effort, which builds on, and provides much greater detail than does the concept design. It is a second iteration in the design process. For those who think of ship design in terms of design spiral, it is the second circuit of the spiral, which is meant to converge on a more accurate and improved set of vessel characteristics (Reference: Ship Design and Construction, SNAME, Copyright 2003, ISBN 0-939773-40-6)

"Reference project" is the project, submitted by the Respondent in its response to this RFRE, to demonstrate that it meets the mandatory minimum experience criteria detailed in Section 6 of this document.

"Respondent" means the Interested Party that has submitted a response to this RFRE;

"Short Listed Respondent" or "SLR" means a Respondent has been verified by Canada to have met the qualifications and conditions of the RFRE and has been short-listed by Canada to participate in the ensuing bid solicitation(s);

"Subsidiary" shall have the meaning provided in the Canada Business Corporation Act, R.C.S. 1985, c. C-44, as amended

"Warship Designer Stream" means the component of the RFRE related to the pre-qualification of Warship Designers

In Standard Instructions 2003 (2015-07-03) as amended and attached hereto, which is part of and applies to *this RFRE*, unless the context warrants otherwise, when the term "Bidder" is used therein it means "Respondent", and when the term "Bid" or "bid" is used therein it means the Respondent's response to this RFRE, and when the term "bid solicitation" is used it means this RFRE. In the body of this RFRE, however, "Bidder" means the SLR that submits a Bid in response to the bid solicitation(s) issued subsequent to this RFRE, and "Bid" or "bid" have corresponding meanings.

Interested Parties should review Section 5.1.4.3, which describes circumstances where Contracts may be awarded to a Canadian incorporated affiliate of a successful non-Canadian Bidder.

1. PURPOSE

1.1 This Request for Response for Evaluation is the first step of the CSC Procurement Process to select, pursuant to the terms of a bid solicitation(s), a single combat systems integrator and a single warship designer for the Canadian Surface Combatant (CSC) project. Every Respondent that has demonstrated compliance with the terms stipulated in this RFRE document will be an SLR and, subject to applicable security requirements, will be invited to participate in the ensuing CSC Procurement Process. Below are the anticipated phases of the CSC Procurement Process.

CSC Procurement Process	
Request for Response for Evaluation (RFRE)	Qualification Phase
Short Listed Respondent Engagement	Short Listed Respondents that meet the security requirements for any engagement will be entitled to participate in that engagement
Bid Solicitation (s)	Only Short Listed Respondents that meet security requirements specified herein will be entitled to submit a Bid in response to any bid solicitation. The details with respect to SLRs submitting a bid and eligibility for award of Contract will be outlined in the bid solicitation(s). There will also be security requirements in the bid solicitation(s) that must be met by the successful Bidder as a condition of award of a Contract.

1.2 This RFRE is neither a call for tenders nor a RFP. No agreement or contract will be entered into, with any person or entity, based on this RFRE. The issuance of this

RFRE is not to be considered in any way a commitment by the Government of Canada or as authorization to potential participants to undertake any work, which could be charged to Canada. This RFRE is not to be considered as a commitment to issue a RFP or enter into any agreement(s) or award any Contract(s).

1.3 This RFRE or any subsequent bid solicitation may be cancelled by Canada at any time in accordance with the applicable terms. Because the RFRE is not a request for a proposal, Respondents that submit a response can choose not to bid on any subsequent bid solicitation.

1.4 If Canada does issue a bid solicitation(s), the terms and conditions of the bid solicitation(s) shall be subject to Canada's absolute discretion, and nothing within this RFRE shall be considered to limit such discretion.

1.5 Canada welcomes feedback/comments from any Interested Party on any or all aspects of this procurement. Please provide these comments to the point of contact following the process described in Section 9.

2. SECURITY

2.1 The CSC Procurement Process is subject to security requirements.

2.2 The Security Requirement Check Lists (SRCLs) are provided at Annex A.

2.3 In its response the Respondent must provide the full address(es), in the format below, of the sites or premises it proposes for safeguarding all classified CSC documentation that may be provided by Canada pursuant to this RFRE or the bid solicitation(s):

Full legal name of entity
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

3. BACKGROUND

3.1 The *Canada First Defence Strategy* issued by the Government of Canada describes the requirement "to replace Canada's destroyers and frigates to ensure that the Canadian Forces can continue to monitor and defend Canadian waters and make significant contributions to international naval operations."

3.2 The CSC project, part of the National Shipbuilding Procurement Strategy (NSPS), comprises the design and construction of up to 15 ships in two variants, the Area Air Defence and Task Group Command and Control (AAD/TGC2) and General Purpose (GP) to replace the Royal Canadian Navy's surface combatant fleet of destroyers and frigates.

3.3 Irving Shipbuilding Inc., (ISI) through the NSPS procurement process, was competitively selected to be the shipyard to build Canadian Surface Combatants. ISI is Canada's intended prime contractor for the CSC's design and construction.

3.4 Representatives of private sector firms and industry associations have participated in the CSC Project industry engagements which have occurred to date. Previous registration for such industry engagements with NSPS or CSC is not a substitute or a prerequisite for responding to this RFRE. Nothing in any industry engagement has any effect on this RFRE. The express terms set out in this RFRE, including amendments, if any, are the sole terms hereof.

4. LEGISLATION, TRADE AGREEMENTS AND GOVERNMENT POLICIES

4.1 This CSC Procurement Process is subject to the following legislation, trade agreements and government policies, as applicable:

4.1.1 The National Security Exception (NSE) under Canada's trade agreements has been invoked;

4.1.2 Industrial and Technological Benefits (ITB) Policy: Canada's ITB policy will apply to the bid solicitation(s) and the Contract(s). Further Information is available at: http://www.ic.gc.ca/eic/site/086.nsf/eng/h_00005.html;

4.1.3 The Controlled Goods Program (CGP) will apply to some phases of the CSC Procurement Process. The security requirements are identified at Annex A. Further information is available at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/index-eng.html>

4.1.4 The Federal Contractors Program for Employment Equity will apply to the Bid Solicitation(s) and under the Contract(s). Further information is available at: http://www.hrsdc.gc.ca/eng/labour/equality/fcp/employer_tool/intro/page00.shtml;

4.2 The following legislation, trade agreements and government policies are not applicable:

4.2.1 North American Free Trade Agreement (NAFTA) and World Trade Organization Agreement on Government Procurement (WTO-AGP): The CSC Procurement Process and the Contract(s) are excluded from NAFTA in accordance with NAFTA Chapter Ten, Annex 1001.1b-2 Section B, Annex 1001.2b General Note 1(a), and WTO-AGP Appendix 1, Annex 1 and Annex 4, Note No.4

4.2.2 The Agreement on Internal Trade and trade agreements that might otherwise be applicable;

4.2.3 Comprehensive Land Claim Agreements (CLCA)s do not apply as no work will be performed in and no goods will be delivered to a land claim area; and

4.2.4 The Canadian Content Policy does not apply to procurements subject to Cabinet-mandated sourcing relating to shipbuilding, ship repair, refit and mid-life modernization.

5. PROCESS TO SELECT A SINGLE COMBAT SYSTEMS INTEGRATOR AND A SINGLE WARSHIP DESIGNER

5.1 The CSC Procurement Process will include the following activities:

5.1.1 Request for Response for Evaluation:

5.1.1.1 The objective of the RFRE is to establish a pool of SLRs in two streams. There will be a Combat Systems Integrator Stream and a Warship Designer Stream. The verification of qualifications will be conducted on a pass/fail basis.

5.1.1.2 Respondents are required to identify themselves and submit a response via the form provided in Annex B. Respondents are encouraged to carefully review the evaluation criteria described in Section 6.

5.1.1.3 To become a SLR for a Stream, the Respondent must be the single legal entity that has signed the reference project contract described in the form at Annex B, must meet all of the evaluation criteria for that Stream as set out in section 6 and Annex B of this RFRE, and must meet all of the other requirements of this RFRE. A Respondent that meets all of the evaluation criteria and other RFRE requirements for both Streams may be a SLR for both Streams. .

5.1.1.4 a) Canada will evaluate only one response per Stream per related group. A "related group" consists of the Respondent and its affiliates

b) If Canada receives more than one response from a related group, Canada will, in its sole discretion, disqualify all such responses, or provide the applicable Respondents or any of them, as Canada sees fit, 2 working days to identify one response to be considered in this RFRE. Failure to meet this deadline will result in all responses from members of the related group for the applicable Stream being declared non-responsive and disqualified. Canada, in its absolute discretion, may determine the members of a related group and whether any Respondent is a member of that related group, and Canada's determination shall be final.

c) The Respondent must provide, if requested by the Contracting Authority, the following information as well as any other requested information related to the ownership and control of the Respondent, its owners, its management and any related corporations and partnerships:

i. An organization chart for the Respondent showing all related corporations and partnerships;

- ii. A list of all the Respondent's shareholders and/or partners, as applicable; if the Respondent is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner; and
- iii. A list of all the Respondent's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Respondent is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner.

5.1.1.5 Responses to the RFRE should be complete and will be reviewed as submitted. However, Canada will notify a Respondent of any failure to meet the evaluation criteria and the Respondent will be given one opportunity thereafter to resubmit its response in full or submit amendments to it, as it sees fit. It is the sole responsibility of the Respondent to provide sufficient information in this submission to meet all evaluation criteria. The Respondent will have 14 calendar days after notice from Canada of its failure to meet evaluation criteria, to submit its amendments or modified response, or shall have such longer period as Canada's notice to the Respondent may specify.

5.1.1.6 Canada may during the RFRE process request that Respondents provide clarification or additional information in regard to any aspect of their respective submission. All such clarification requests by Canada will be made in writing, and transmitted via e-mail to the point of contact identified in Section 9 herein. Respondents must respond to these clarification questions within 2 business days after Canada's written request or within such longer period as Canada may specify in its written request.

5.1.1.7 Any Respondent whose qualifications have been successfully verified by Canada as meeting the evaluation criteria contained in the RFRE will be an SLR in the respective CSC Stream and invited to participate in post-RFRE engagements (subject to meeting applicable security requirements).

5.1.1.8 Respondents may submit a response to qualify for either or both Streams identified in Section 6. To qualify as a SLR within a Stream, Respondents must meet all of the mandatory requirements detailed in this RFRE for the specific Stream. Streams will be evaluated separately. A Respondent must not submit more than one response for any Stream (see Section 5.1.1.4, above).

5.1.1.9 A Respondent or SLR may withdraw from further participation in the CSC Procurement Process by notifying the point of contact identified in Section 9 of this document, in writing, of its intention to withdraw. A Respondent or SLR may withdraw from either or both Streams. Upon receipt of a notice to withdraw, the Respondent or SLR will no longer be eligible to respond to this RFRE, participate in post-RFRE Industry Engagements, nor submit a bid in response to the bid solicitation(s).

5.1.2 Post-RFRE industry engagement

5.1.2.1 After the conclusion of the RFRE and the establishment of the list of SLRs for the Combat Systems Integrator and Warship Designer Streams, subsequent engagements with industry will focus on specific objectives in support of the CSC project. There will be one or more formal engagements for the purposes of providing SLRs with specific technical and procurement details about the CSC project to obtain feedback and to improve the quality of solicitation documentation.

5.1.2.2 As part of the post RFRE industry engagement draft solicitation documentation will be released, for review by the SLRs. Once the draft solicitation documentation, which may include draft Contract(s), has been released, the SLRs will have the opportunity to review these documents and provide comments. These draft documents will be issued directly to the SLRs for review and will not be made public during the solicitation process. Comments will be solicited from the SLRs, including discussion of the evaluation methodology, through a series of meetings, as a group and/or in one-on-one sessions, as Canada or its intended prime contractor may, in its discretion, determine. Canada or its intended prime contractor reserves the right, but is not obligated to, make changes to the draft solicitation documentation, including the draft Contract(s) in response to any comments received or for any other reason as Canada or its intended prime contractor deems appropriate. This process is intended to permit an exchange of information to facilitate the finalization of solicitation documentation and not for lobbying activities.

5.1.2.3 Two types of engagements may be used to provide classified material. Initially access to classified material is intended to be provided via “reading rooms”. Later in the process classified material may be distributed in hard copy format.

5.1.2.4 SLRs must meet the security requirements resulting from SRCL W847S-150033 to participate in the post-RFRE industry engagements pertaining to classified material. SRCL W847S-150033 is found in Annex A, Section 1.

5.1.2.5 Participation in post-qualification industry engagement is limited to SLRs and their affiliates.

5.1.3 Solicitation documentation

5.1.3.1 The bid solicitation(s) may be issued either by Canada or by ISI (as Canada’s intended prime contractor). Bids must be submitted in accordance with the instructions in the bid solicitation(s).

5.1.3.2 The selection of the Combat Systems Integrator and Warship Designer may be accomplished through more than one bid solicitation as Canada sees fit.

5.1.3.3 SLRs must meet the security requirements resulting from SRCL W847S-150033A in order to receive the final solicitation documentation. Only SLRs that

have met the security requirements of SRCL W847S-150033A by the date that the final solicitation documents are issued may receive the final submission documents and submit a bid in response to the bid solicitation. SRCL W847S-150033A is found in Annex A, Section 2.

- 5.1.3.4 The scope of work that is the subject of this CSC Procurement Process and that will be eligible to be the subject of Contracts awarded pursuant to the bid solicitation(s) includes all work to design and build the CSC and complete the CSC project, including , without limitation, ship design and combat systems work related to the CSC, purchase or supply of designs, drawings, professional and other services, integration of design and combat systems, and procurement, supply and installation of all combat and other systems and equipment for the CSC and procurement or supply of all expertise and materials necessary to design, construct and deliver the Canadian Surface Combatant fleet to Canada.
- 5.1.3.5 The overall strategy to acquire In-Service Support for the Canadian Surface Combatant will be determined as the project continues through the Project Definition Phase when In-Service Support requirements can be more accurately determined and will continue during the Project Implementation Phase. In accordance with NSPS, In-Service Support requirements will be subject to the Government of Canada`s normal procurement practices.
- 5.1.3.6 Whether any Contracts are awarded for any work whatsoever will be at the complete discretion of Canada, or of ISI as the case may be, and neither will be obliged to contract for any work whatsoever pursuant to the bid solicitation(s). Canada shall have the discretion to determine the structure and terms of the contractual mechanism to implement the work and the completion of the CSC project, and if ISI issues the bid solicitation(s), then it shall have that discretion in accordance with the bid solicitation(s) terms.
- 5.1.4 Contract(s)
- 5.1.4.1 Contract(s) may be awarded by Canada or by Canada`s intended prime contractor, Irving Shipbuilding Inc.
- 5.1.4.2 By submitting a response to this RFRE, or to any bid solicitation(s), each SLR agrees to enter into a contract with Irving Shipbuilding Inc. as described above, should the bid solicitation(s) so provide, should that SLR be the successful Bidder under the solicitation, or to enter into any other contractual structure as the bid solicitation(s) may provide for.
- 5.1.4.3 Canada may determine, in its sole discretion, all as specified in the bid solicitation (s) that Contract(s) will be awarded only to corporations incorporated in Canada. It is not a requirement of the RFRE that the Respondent be a Canadian corporation. Requirements, terms, conditions and processes of Contract award(s) will be outlined in the solicitation documentation. In any event, and subject to the terms of the bid solicitation(s), a successful Bidder to the bid solicitation(s) that is not a Canadian corporation, will have an opportunity to have Contracts awarded to

its affiliate incorporated in Canada. Such bid solicitation terms will include, without limitation, requirements to provide performance and financial guarantees from the successful Bidder and/or other person(s) acceptable to Canada, on terms and in a form acceptable to Canada all as specified in the bid solicitation, and all at no cost to Canada.

A non-Canadian SLR may identify its affiliate incorporated in Canada in its response to this RFRE. Such Canadian affiliate may thereafter be: designated by the non-Canadian SLR, as its single point of contact with Canada for communications related to post-RFRE Industry Engagements and any subsequent bid solicitations; it may also participate with the SLR in the post-RFRE Industry Engagements, subject to meeting security requirements and the other provisions of this RFRE applicable to Industry Engagements.

5.1.4.4 The work to be performed in the Contract(s) will be subject to the requirements in SRCL W847S-150036. SRCL W847S-150036 is found in Annex A, Section 3.

5.1.5 Summary of Security Requirements

A summary of the security requirements of the CSC Procurement Process is outlined below.

Time Period	From establishment of SLRs until just prior to final solicitation documentation distribution using:		From final solicitation documentation distribution (commencement of Bid period) until just prior to contract award	Contract Award
	Reading rooms	Distribution of hard copy		
Applicable SRCL	W847S-150033 (Annex A, Section 1)		W847S-150033A (Annex A, Section 2)	W847S-150036 (Annex A, Section 3)
Facilities Security Clearance	NATO SECRET		NATO SECRET	NATO SECRET
Document Safeguarding	nil	NATO SECRET	NATO SECRET	NATO SECRET
IT systems	Nil		NATO SECRET	NATO SECRET
Personnel	NATO SECRET		NATO SECRET	NATO SECRET
Restrictions	Restricted to NATO + Australia & New Zealand		Restricted to NATO + Australia & New Zealand	Restricted to NATO, Australia & New Zealand Some portions Canadian Eyes Only

6. INSTRUCTION TO INTERESTED PARTIES

6.1 To participate in the CSC Procurement Process, a Respondent must duly complete the form attached as Annex B herein, successfully qualify as an SLR for either or both Streams, and must meet the other provisions of this RFRE.

6.1.1 Nothing in this RFRE limits the evaluation criteria that may be included in the bid solicitation(s). Without limiting the foregoing, the bid solicitation(s) may include evaluation criteria in relation to experience of the Bidder that is in addition to or different from the evaluation criteria in this RFRE, and may require performance and financial guarantees from such person(s), on such terms and in such form as Canada may specify.

6.2 Combat Systems Integrator Stream

6.2.1 All of the criteria below are mandatory criteria related to experience and the Respondent must demonstrate that it meets each criterion itself.

M1.1 Mandatory Criteria	M1.2 Proof of Compliance
<p>1.1 The Respondent must have designed, integrated and delivered a Combat System, comprising a Combat Management System and both the Above Water Warfare Suite and the Under Water Warfare Suite for a Surface Combatant of at least 90m overall length. This may be for either a new ship construction or a complete Combat System modernization. The Respondent did not have to design the components of the Above Water Warfare Suite or the Under Water Warfare Suite or the Combat Management System, but did have to integrate each of the systems listed below into the Combat System.</p> <p>1.1.1 For this criterion, Combat Management System is defined as a system which consists of all the following components:</p> <ul style="list-style-type: none"> 1.1.1.1 Command and Control Software 1.1.1.2 Networked processing and display technology 1.1.1.3 Integration with the Above Water Warfare Suite 1.1.1.4 Integration with the Under Water Warfare Suite <p>1.1.2 For this criterion, Above Water Warfare Suite is defined as a system of systems which must consist of all the following components:</p> <ul style="list-style-type: none"> 1.1.2.1 Surface to air missiles fitted with an active or semi-active radio frequency 	<p>1.2 Provide one reference project and the contract number (or contract numbers if work on the reference project was performed through more than one contract) to confirm M1.1,</p> <p>1.2.1 The Respondent must demonstrate that it was responsible for leading the work of the design, integration and delivery of the Combat System, comprising the Combat Management System and both the Above Water Warfare Suite and the Under Water Warfare Suite on the same Surface Combatant. Leading the work means that the Respondent was awarded the contract(s) for the overall design of the integrated Combat System along with the integration and delivery of the Above Water Warfare Suite and Under Water Warfare Suite. The contract(s) must have been either a prime contract issued by a government customer or a sub-contract issued by a government customer's prime contractor.</p> <p>1.2.2 The reference project contract(s) must be for a Surface Combatant for which at least one ship has been delivered to the government customer and for which the Combat System was certified for operational use on January 1, 2000 or later. A Combat System is certified for</p>

<p>seeker, or both, complete with control system; 1.1.2.2 Surface to surface missiles complete with control system; 1.1.2.3 Gun 57mm, or larger, complete with control system; 1.1.2.4 Fire control system supporting the surface to air and surface to surface missiles and the gun system; and 1.1.2.5 Long range and/or medium range radar, and interrogation friend-or-foe (IFF) systems to support surveillance and missile/gun, complete with control system.</p> <p>1.1.3 For this criterion, Under Water Warfare Suite is defined as a system of systems which must consist of all of the following components: 1.1.3.1 Hull mounted sonar or towed sonar array; and 1.1.3.2 Torpedoes, with the handling system.</p>	<p>operational use when a ship's Combat System is determined to be safe for operation by its Navy.</p>
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6.3 Warship Designer Stream

6.3.1 All of the criteria below are mandatory criteria related to experience and the Respondent must demonstrate that it meets each criterion itself.

M2.1 Mandatory Criteria	M2.2 Proof of Compliance
<p>2.1 The Respondent must have developed, at a minimum, a preliminary design for a Surface Combatant of at least 90 meters overall length.</p> <p>2.1.1 For this criterion the Surface Combatant designs developed by the Respondent must have incorporated into its design all of the following features: 2.1.1.1 Surface to air missiles complete with control system; 2.1.1.2 Surface to surface missiles complete with control system; 2.1.1.3 Gun 57mm, or larger, complete with control system; 2.1.1.4 Fire control system supporting the surface to air and surface to surface missiles and the gun system; 2.1.1.5 Long range and/or medium range radar, and interrogation friend-or-foe (IFF) systems to support surveillance and missile/gun, complete with control system. 2.1.1.6 Hull mounted sonar or towed sonar</p>	<p>2.2 Provide one reference project and the contract number (or contract numbers if work on the reference project was performed through more than one contract) to confirm M2.1,</p> <p>2.2.1 The reference project contract(s) must demonstrate that the Respondent was responsible for leading the creation of the preliminary design. Leading the creation of the preliminary design means that the Respondent was awarded the contract for the development of the preliminary design. The contract(s) must have been either a prime contract issued by a government customer, or a sub-contract issued by a government customer's prime contractor.</p> <p>2.2.2 The reference project contract(s) must be for a Surface Combatant for which at least one ship has been delivered to the government customer and was certified for operational use on January 1, 2000 or later. A ship is certified</p>

<p>array; 2.1.1.7 Torpedoes, with the handling systems; and, 2.1.1.8 Hangar and flight deck for at least one maritime helicopter.</p>	<p>for operational use when a ship's platform systems are determined to be safe for operation by its Navy.</p>
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7. SUBMISSION INSTRUCTIONS AND CLOSING DATE

7.1 Closing date and time for responses to this RFRE is 2:00 pm EDT July 11, 2016.

7.2 RFRE responses shall include the duly completed and signed form in Annex B and should be forwarded to:

Bid Receiving Unit
Public Works and Government Services Canada (PWGSC)
11 Laurier Street
Place du Portage, Phase III
Core 0A1
Gatineau, Quebec
K1A 0S5
Attn: Jim Finlayson

7.3 Responses must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit post marked by the date, time and place indicated in paragraph 7.1 and 7.2 of this document. Do not submit responses directly to the Contracting Authority. A cancellation date stamp, a courier bill of lading or a date stamped label from a Delivery Company must indicate that the Response was received on or before the closing date and time. Delivery Company means an incorporated courier company, Canada Post Corporation, or a national equivalent of a foreign country. The Contracting Authority will have the right to ask for information from the Respondent or the Delivery Company to verify that the Response was received by the Delivery Company on or before the closing date and time. If Canada does not receive the required information within the time provided by the Contracting Authority, Canada will declare the response non-compliant.

7.4 Due to the nature of the RFRE, responses transmitted by facsimile or electronic mail to PWGSC will not be accepted.

7.5 Responses must identify a single point of contact to be used in the CSC Procurement Process. The point of contact must be an employee of the Respondent or the Respondent's Canadian affiliate.

7.6 Responses must be in one of the two official languages of Canada, English or French.

7.7 Respondents must provide:

7.7.1 Eight (8) hard copies of their response, and

7.7.2 Two (2) electronic copies of their response, each on CD or DVD, in Microsoft Word or Adobe PDF format.

7.8 One hard copy should be submitted as the Master Response, and should be prominently marked with the words "MASTER RESPONSE". If there is a discrepancy between the wording of any soft or hard copies, the wording of the MASTER RESPONSE will have priority over the wording of the other copies.

8. TERMS AND CONDITIONS

8.1 Canada reserves the right to change, at any time, any or all parts of the CSC Procurement Process, as it considers necessary.

8.2 By submitting a response to the RFRE the Respondent agrees with the qualification criteria, commitments and conditions stipulated in this RFRE, and agrees to be bound by all of the terms and conditions of this RFRE, including the standard instructions stipulated in Annex C.

8.3 Canada may, in its absolute discretion, but is not obliged to accept and consider documents and materials from Respondents or Interested Parties received or requested by Canada after the RFRE closing date, including responses to clarification requests by Canada, for the purposes of qualifying any Respondents under this RFRE, and also including, without limitation, any documentation, response or information whatsoever.

8.4 Only a SLR will have the right to participate in any ensuing CSC Procurement Process activities (subject to the right of certain Canadian affiliates to participate in post-RFRE industry engagements, as detailed in this RFRE) and such right is not assignable or transferable. The achievement of the status of SLR is not assignable. Respondents and SLRs are advised that any change in its name, corporate structure or sale or other transfer of its assets after the date of the reference project contract or after the date of qualification as an SLR may result in its disqualification. If any corporate re-organization or other change has occurred or is proposed by an SLR at any time before or after it has qualified as an SLR that may affect its legal status or otherwise affect its qualification as an SLR, Canada may, in its absolute discretion, on the basis of the principles and intent of this RFRE and the NSPS, consider and determine whether the changed SLR is eligible to submit a bid to the bid solicitation(s).

8.5 An SLR must report to Canada any change described in Section 8.4 without delay following such change. Respondents and SLRs are also advised that individuals, corporate and other entities and facilities are all subject to the security requirements in this RFRE. Any changes to these elements may affect the status of an SLR and its consequent ability or entitlement to further participate in the CSC procurement process.

8.6 Canada will evaluate responses in accordance with the broad purposes of this RFRE, which include encouraging competition, and may qualify a Respondent as an SLR notwithstanding that there may be deficiencies or errors in its response that are not significant in Canada's unfettered opinion in terms of the purposes of this RFRE and the NSPS, and no Respondent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFRE, and by submitting a response, each Respondent agrees that it has no claim.

9. POINT OF CONTACT FOR ENQUIRIES

9.1 Any questions from any Interested Party concerning this RFRE must be made in writing to the Contracting Authority via e-mail on or before June 23, 2016.

E-mail: TPSGC.ProjetNCC-CSCProject.PWGSC@tpsgc-pwgsc.gc.ca
Attn : Jim Finlayson

9.2 Canada will acknowledge the receipt of incoming e-mails within one business day. Interested Parties are to assume all responsibility for the successful delivery and receipt of all questions to the Contracting Authority named in paragraph 9.1 above.

9.3 Questions submitted to any other person but the Contracting Authority specified in paragraph 9.1 above, or in any other form, will not be answered.

9.4 Canada reserves the right not to respond to any question received after the date stipulated in paragraph 9.1 or to any question not related to this RFRE. Subject to paragraph 9.5, any responses will be made publicly available through GETS. If a question is determined to be proprietary, in Canada's sole discretion, Canada reserves the right to respond only to that party asking the question or to not respond at all.

9.5 Respondents should reference as accurately as possible the section and numbered item of the solicitation process to which the enquiry relates. Care should be taken by respondents to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Respondent do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all respondents. Enquiries not submitted in a form that can be distributed to all respondents may not be answered by Canada.

Annex A
Security Requirement Check List and Clauses
Section 1: SRCL W847S-150033

RECEIVED

DEC 18 2014



Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat

W8478-150033

Security Classification / Classification de sécurité
Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Department of National Defence	2. Branch or Directorate / Direction générale ou Direction	ADM(Mat) / DGMPD Land & Sea / PMO CSC
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant		

4. Brief Description of Work / Brève description du travail
Industry Engagement - Sessions to discuss technical requirements and procurement strategy. The technical requirement sessions is the only portion that will involve classified material and discussions. The classified sessions and discussions will be held in secure rooms at a location that meets the necessary security requirements. This industry engagement will occur post RFP1.

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?
Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c)
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.
Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage?
S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input checked="" type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
--	---	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input checked="" type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input checked="" type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

NATO countries + Australia + New Zealand

7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input checked="" type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input checked="" type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input checked="" type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET NATO SECRET <input checked="" type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat W8478150033
Security Classification / Classification de sécurité Unclassified

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input checked="" type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input checked="" type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input checked="" type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMBLEMES | | | |

Special comments:
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production					✓					✓						
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # W847S-150033**

1. The Respondent must, at all times during the performance of the engagements, hold a valid Facility Security Clearance at the level of **NATO SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Respondent **MUST NOT** store any sensitive **CLASSIFIED** information or assets at its site or premises until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **NATO SECRET**.
3. The Respondent personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security screening at the level of **RELIABILITY**, granted or approved by the CISD, PWGSC.
4. The Respondent personnel requiring access to **CLASSIFIED** information, assets or sensitive work site(s) must be citizens of a NATO member country, Australia, and New Zealand, and must **EACH** hold a valid personnel security screening at the level of **CONFIDENTIAL or SECRET, as required**, granted or approved by the CISD, PWGSC.
5. The Respondent personnel requiring access to **NATO UNCLASSIFIED** information or assets do not require to hold a personnel security clearance; however, the Contractor must ensure that the NATO Unclassified information is not releasable to third parties and that the "need to know" principle is applied to personnel accessing this information.
6. The Respondent personnel requiring access to **NATO RESTRICTED** information or assets **must be citizens of a NATO member country** and **EACH** hold a valid **RELIABILITY STATUS** or its equivalent, granted or approved by the appropriate delegated NATO Security Authority.
7. The Respondent personnel requiring access to **NATO CLASSIFIED** information, assets or sensitive work site(s) **must be citizens of a NATO member country** and **EACH** hold a valid personnel security screening at the level of **NATO CONFIDENTIAL or NATO SECRET, as required**, granted or approved by the appropriate delegated NATO Security Authority.
8. Processing of **CLASSIFIED** information electronically at the Respondent site is **NOT** permitted during engagement period.
9. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
10. The Respondent must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to engagement to identify whether a third party individual, firm or government can gain unauthorized access to **CLASSIFIED NATO/FOREIGN** information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "Not Under FOCI" or "Under FOCI". When an organization is determined to be Under FOCI, PWGSC will ascertain if mitigation measures exist or

must be put in place by the company so it can be deemed “Not Under FOCI through Mitigation”.

11. The Respondent should at all times during the performance of the engagement possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of Not Under FOCI or Not Under FOCI through Mitigation.
12. All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.
- 13.. The Respondent must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex A ;
 - (b) *Industrial Security Manual* (Latest Edition).

NOTE: As Australia and New Zealand are not NATO countries, no NATO information will be released to Australians or New Zealanders unless special permission is obtained from CISD.

**SECURITY REQUIREMENT for International Suppliers
PWGSC FILE # W847S-150033**

**Protected A, Reliability, Confidential, Secret, NATO Unclassified, NATO Restricted, NATO Confidential, NATO Secret
Document Safeguarding Capability (DSC)**

For the exchange of Canada Classified information, the Short Listed Respondent must be from a country with which Canada has an international bilateral security Instrument. The Industrial Security Program (ISP) has international bilateral security instruments with the countries listed as follows: Australia, Belgium, Denmark, Finland, France, Germany, Israel, Italy, Netherlands, New Zealand, Norway, Spain, Sweden, Switzerland, The United Kingdom, The United States. For the exchange of NATO information the Short Listed Respondent must be a NATO member in good standing.

All **NATO and/or CANADA PROTECTED / CLASSIFIED** information/assets, furnished to the Foreign recipient **Short Listed Respondent**, shall be safeguarded as follows:

1. The Canadian Designated Security Authority (DSA) (Canadian DSA) is the International Industrial Security Directorate (IISD), Public Works and Government Services Canada (PWGSC).). The Canadian DSA reserves the right to conduct compliance visits at its sole discretion, to ensure compliance with the below listed security measures.
2. The Foreign recipient **Short Listed Respondent** defined as an individual or legal entity possessing the legal capacity to enter into a contract, shall provide confirmation of compliance with the below terms and condition, in writing, to the Canadian DSA, prior to the execution of the works, services or performance, of which requires or involves access to **NATO & CANADA PROTECTED / CLASSIFIED information**.
3. The Foreign recipient **Short Listed Respondent** shall, at all times during the performance of the Contract, hold a valid Facility Security Clearance, issued by the NSA/DSA of the supplier`s country, at the equivalent level of NATO Secret, NATO Confidential and/or NATO Restricted as required and hold an approved Document Safeguarding Capability Clearance at the level of **NATO Secret, NATO Confidential** and/or **NATO restricted** as required.
4. The Foreign recipient **Short Listed Respondent** shall, at all times during the performance of the Contract, hold a valid facility security clearance, issued by the NSA/DSA of the supplier`s country, at the equivalent level of Canada **Classified** as required, and hold an approved Document Safeguarding Capability Clearance at the level of Canada **Classified** as required.
5. All **NATO and/or CANADA PROTECTED / CLASSIFIED** information/assets provided or generated under this **Contract** will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the **Contract**, in accordance with the National policies of **the supplier`s country**.

6. The Foreign recipient **Short Listed Respondent** shall provide the **NATO and/or CANADA PROTECTED / CLASSIFIED** information/ assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the NSA/DSA of **the supplier`s country**.
7. The Foreign recipient **Short Listed Respondent** information/assets provided to the Foreign recipient **Short Listed Respondent** pursuant to this **Contract** by the Government of Canada, shall be marked by the Foreign recipient **Short Listed Respondent** with the equivalent security classification utilized by **the supplier`s country** and in accordance with their National policies.
8. The Foreign recipient **Short Listed Respondent** shall, at all times during the performance of this contract, ensure the transfer of **NATO Unclassified, NATO Restricted, NATO Classified**, information/ assets be facilitated in accordance with the National Policies of the supplier`s country. The Foreign recipient **Short Listed Respondent** shall, at all times during the performance of this contract, ensure the transfer of **Canadian Classified/Protected** information be facilitated in accordance with the National Policies of the supplier`s country and in compliance with the provisions of the Bilateral Industrial Security instrument between the supplier`s country and Canada.
9. Upon completion of the Work, the Foreign recipient **Short Listed Respondent** shall return to the Government of Canada, via government-to- government channels, all **NATO and/or CANADA PROTECTED / CLASSIFIED** information/assets furnished or produced pursuant to this **Contract**, including all **NATO and/or CANADA PROTECTED / CLASSIFIED** information/assets released to and / or produced by its subcontractors.
10. Such **CANADA PROTECTED / CLASSIFIED** information/assets shall be released only to foreign recipient **Short Listed Respondent** personnel who have a need to know for the performance of the **Contract**, must be a citizen of a country with which Canada has an international bilateral security Instrument, and must each hold a valid personnel security screening at the level of **CANADA SECRET, CANADA CONFIDENTIAL, CANADA Reliability Status**, as required, granted or approved by their NSA/DSA, in accordance with the national policies of **their respective country**.
11. Such **NATO** information/assets shall be released only to foreign recipient **Short Listed Respondent** personnel who have a need to know for the performance of the **Contract**, must be a citizen of a **NATO Country in good standing**, and must each hold a valid personnel security screening at the level of **NATO SECRET, NATO CONFIDENTIAL, NATO RESTRICTED**, as required, granted or approved by their NSA/DSA, in accordance with the national policies of **their respective country**.

12. Foreign recipient **Short Listed Respondent** who are not subject to a bilateral instrument with Canada, or for foreign recipient **Short Listed Respondent** where no equivalency exists for reliability status, shall not permit access to Canadian Protected information until the following conditions are met, subject to the approval of the Canadian DSA.
- a) Personnel have a need-to-know for the performance of the Contract;
 - b) Personnel have been subject to a criminal record Background Check, with favourable results, from a recognized Governmental agency in the supplier's country. The approved verifications for the required criminal record background check are listed at Appendix A.
 - c) The Foreign **Short Listed Respondent** will ensure that its Chief Executive Officer (CEO) or Senior Official of the company will appoint a Contract Security Officer (CSO) and/or an Alternate Contract Security Officer (ACSO) in order to ensure compliance with all contracting security requirements.
 - d) The Foreign recipient **Short Listed Respondent** shall ensure that personnel provide consent to share results of the Criminal record Background Check with the Canadian DSA and other Canadian Government Officials, if requested;
 - e) The Government of Canada reserves the right to deny access to Canadian Protected information and/ or assets to a Foreign **Short Listed Respondent** for cause.
13. The Foreign recipient **Short Listed Respondent** personnel requiring access to **NATO UNCLASSIFIED** information or assets are not required to hold a personnel security clearance issued by their National Security Authority/Designated Security Authority. The Foreign recipient **Contractor/Officer/Subcontractor** shall, nevertheless, ensure that the **NATO UNCLASSIFIED** information is not releasable to third parties and that the "need to know" principle is applied to personnel accessing this information. For the purpose of this clause, the "need to know" principle means that the National Security Authority/Designated Security Authority has positively determined that a prospective recipient of **NATO UNCLASSIFIED** information or assets, has a requirement for access to, knowledge of, or possession of the **NATO UNCLASSIFIED** information or assets, in order to perform the services and tasks required pursuant to the **Contract. Contracts**, which contain **NATO UNCLASSIFIED** requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
14. The foreign recipient **Short Listed Respondent** shall not access **NATO RESTRICTED** information/assets without prior consultation with their respective

NSA/DSA for appropriate safeguarding measures in accordance with National policies of the supplier`s country.

15. The Foreign recipient **Short Listed Respondent** personnel requiring access to **NATO CLASSIFIED** information, assets or sensitive work sites shall be citizens of a NATO member nation and each hold a valid personnel security screening at the level of **NATO SECRET and/or NATO CONFIDENTIAL**, as required, and have been properly cleared, briefed and approved by the respective delegated NATO responsible security authority.
16. Until the Foreign recipient's responsible NSA/DSA for industrial security of **the supplier`s country** has provided Canadian DSA with the required assurance that Foreign recipient **Short Listed Respondent** personnel are from NATO member countries and have a Need to Know, the Foreign recipient **Short Listed Respondent** personnel SHALL NOT HAVE ACCESS to NATO **UNCLASSIFIED, NATO RESTRICTED and/or NATO CLASSIFIED** information/assets, and SHALL NOT ENTER "Government of Canada" or "Contractor" sites where such information or assets are kept, without an escort. An escort is defined as "a Government of Canada" or "Contractor" employee who holds the appropriate Personnel Security Clearance at the required level.
17. Until the Foreign recipient's responsible NSA/DSA for industrial security of **the supplier`s country** has provided Canadian DSA with the required written Personnel Security Screening assurances, the Foreign recipient **Short Listed Respondent** personnel SHALL NOT HAVE ACCESS to **CANADA PROTECTED / CLASSIFIED** information/assets, and SHALL NOT ENTER "Government of Canada" or "Contractor" sites where such information or assets are kept, without an **escort**. An escort is defined as "a Government of Canada" or "Contractor" employee who holds the appropriate Personnel Security Clearance at the required level.
18. **NATO and/or CANADA PROTECTED / CLASSIFIED** information/assets provided or generated pursuant to this Contract 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 NSA/DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to **NATO and/or CANADA PROTECTED / CLASSIFIED** information 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.
19. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the supplier's country **NSA/DSA**, in accordance with their National policies.

20. The Foreign recipient **Short Listed Respondent** shall not use the **NATO and/or CANADA PROTECTED / CLASSIFIED** information/assets for any purpose other than for the performance of the **Contract** without the prior written approval of the Government of Canada. This approval must be obtained by contacting the Canadian DSA.
21. The foreign recipient contractor visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to Canada DSA, through their respective NSA/DSA for personnel cleared to Secret or to UK International Visits Control Office (IVCO) for United Kingdom contractors. For all other personnel, a request for Visit is to be forwarded through the Departmental Security Officer (DSO) of the Department of National Defence.
22. The Foreign recipient **Short Listed Respondent** shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **NATO and/or CANADA PROTECTED / CLASSIFIED** information / assets pursuant to this **Contract** has been compromised.
23. The Foreign recipient **Short Listed Respondent** shall immediately report to its respective NSA/DSA all cases in which it is known or there is reason to suspect that **NATO and/or CANADA PROTECTED / CLASSIFIED** information/assets accessed by the Foreign recipient **Short Listed Respondent**, pursuant this **Contract**, have been lost or disclosed to unauthorized persons.
24. The Foreign recipient **Short Listed Respondent** shall not disclose the **NATO and/or CANADA PROTECTED / CLASSIFIED** information 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)**.
25. In the event that a Foreign Contractor 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.
26. The Foreign recipient **Short Listed Respondent** must comply with the provisions of the Security Requirements Check List attached at Annex A.

In addition to these contract security clauses, the following clauses apply to all U.K. suppliers:

27. All CANADA PROTECTED A information shall be deemed "OFFICIAL SENSITIVE" information. Further specification respecting the security

requirements listed below may be provided subsequent to an inspection in order to ensure comparability with security measures for CANADA PROTECTED A.

28. The Foreign recipient **Short Listed Respondent** shall hold an approved Document Safeguarding Capability Clearance at the level of Canada Classified, and/or as prescribed in appendix B of these clauses, when accessing CANADA PROTECTED A information/assets, as required, granted by their respective NSA/DSA, in accordance with the National Policies of **the UNITED KINGDOM**.
29. The Foreign recipient **Short Listed Respondent** must not award a sub-contract containing a security requirement clause whereby supplier personnel must be in possession of an appropriate personnel security clearance, without first verifying through the Canadian DSA, that the supplier holds the appropriate level of facility security clearance and (if required) document safeguarding capability.
30. The Foreign **Short Listed Respondent** will ensure that its Chief Executive Officer (CEO) or Designated Key Senior Official (DKSO) of the company will appoint a Company Security Officer (CSO) and an Alternate Company Security Officer (ACSO) in order to ensure compliance with all contracting security requirements.
31. The Foreign recipient **Short Listed Respondent** shall ensure that personnel provide consent to share results of the BPSS and the Criminal Records check with the Canadian DSA, if requested.
32. The Foreign recipient **Short Listed Respondent** shall supply, upon request only, an authenticated true copy of the BPSS and Criminal Records check to the Canadian DSA.

In addition to these contract security clauses, the following clauses apply to all Industry from a NON-NATO member country –accessing NATO classified information/assets

33. When the Foreign recipient Short Listed Respondent is registered with the industrial security program of a non-NATO member nation and requires access to NATO classified information, it is the responsibility of the NSA/DSA of that nation (IISD is Canada's DSA), in which the hiring entity is located and incorporated, to determine whether that NON-NATO National can be granted access to NATO classified information/assets.
34. When the Foreign recipient **Short Listed Respondent** from a Non-NATO member country is anticipated to require access to NATO classified information, the Foreign recipient **Short Listed Respondent** shall first seek approval from IISD.
35. The Director of IISD, as DSA, shall investigate the circumstances warranting access of NATO classified information to suppliers from a Non-NATO member country, in consideration with NATO directives 1)AC/35-D/2000-REV6, 2)AC/35-D/2003-Rev4 and 30 Enclosure C to C-M(2002)49 and provide direction to the Contract Security Authority of ISS as to whether NATO classified information/assets can be accessed by a potential supplier from a non-NATO member country.

36. IISD's determination shall impact ISS' ability to authorise contract award, to authorise Visit Clearance Requests (VCR) to Non-NATO country suppliers wishing access to NATO classified information/assets, handled in Canada, as well as impact the content of the contract security clauses provided to the non-NATO country supplier.
37. In cases where IISD determines suppliers from Non-NATO member countries can be granted access to NATO classified information, a signed IISD letter shall be used as the approving vehicle.
38. Access is to be limited to NATO information that is never classified higher than NATO Secret (NS).

APPENDIX A

Security Requirements – Reliability Status

The **Short Listed Respondent** must perform a security screening of all its personnel who will need access to CANADA Protected information or sites;

- a) Identity check
 - i. Copies of two of valid original pieces of government issued identity documentation, one of which must include a photo
 - ii. Surname (last name)
 - iii. Full given names (first name) – underline or circle usual name used
 - iv. Family name at birth
 - v. All other names used (aliases)
 - vi. Name changes
 1. Must include the name they changed from and the name they changed to, the place of change and the institution changed through
 - vii. Sex
 - viii. Date of birth
 - ix. Place of birth (city, province/state/region, and country)
 - x. Citizenship(s)
 - xi. Marital status/common-law partnership
 1. Current Status (married, common-law, separated, widowed, divorced, single)
 2. All current spouses (if applicable)
 - a. Surname (last name)
 - b. Full given names (first name) – underline or circle usual name used
 - c. Date and duration of marriage/common-law partnership
 - d. Date of birth
 - e. Family name at birth
 - f. Place of birth (city, province/state/region, and country)
 - g. Citizenship
- b) Residency check
 - i. The last five (5) years of residency history starting from most recent with no gaps in time
 1. Apartment number, street number, street name, city, province or state, postal code or zip code, country, from-to dates

- c) Educational check
 - i. The educational establishments attended and the corresponding dates
- d) Employment history check
 - i. The last five (5) years of employment history starting from most recent with no gaps in time
 - ii. Three (3) employment reference checks from the last five (5) years
- e) Criminal records check:
 - i. report(s) containing all criminal convictions for the last five (5) years in and outside of the candidate's country of residence

Security Requirement Checklist (SRCL) Supplemental Security Guide
W847S-150033

Part A - Multiple Release Restrictions: Security Guide							
To be completed in addition to SRCL question 7.b) when release restrictions are therein identified. Indicate to which levels of information release restrictions apply. Make note in the chart if a level of information bears multiple restrictions (e.g. a portion of the SECRET information bears the caveat Canadian Eyes Only while the remainder of the SECRET information has no release restrictions.)							
Canadian Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions	X						
Not Releasable							
Restricted to: NATO + Australia + New Zealand				X	X		
Permanent Residents Included*	excluded			excluded	excluded		
NATO Information							
Citizenship Restriction	NATO UNCLASSIFIED		NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	
All NATO Countries	X		X	X	X		
Restricted to:							
Permanent Residents Included*	excluded		excluded	excluded	excluded		
Foreign Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions							
Restricted to :							
Permanent Residents Included*							
COMSEC Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
Not Releasable							
Restricted to:							
DND ONLY Embedded Contractor (Access to Controlled Goods)							
Restriction	Yes						
SECRET clearance with CEO applies	Yes						

*When release restrictions are indicated, specify if permanent residents are allowed to be included.

Part B - Multiple Levels of Personnel Screening: Security Classification Guide

To be completed in addition to SRCL question 10.a) when multiple levels of personnel screening are therein identified. Indicate which personnel screening levels are required for which portions of the work/access involved in the contract.

Level of Personnel Clearance (e.g. Reliability, Secret)	Position / Description/Task	Access to sites and/or information. Levels of Information to be accessed.	Citizenship Restriction (if any)
SECRET	Positions: Engineer, Designer, Technician; Tasks: Technical specifications, design proposal, Combat systems integrator	Access up to SECRET (including CONFIDENTIAL) information	NATO Countries, Australia, New Zealand
NATO SECRET	Positions: Engineer, Designer, Technician; Tasks: Technical specifications, design proposal, Combat systems integrator	Access up to NATO SECRET (including NATO CONFIDENTIAL & NATO RESTRICTED) information	NATO Countries
RELIABILITY STATUS	Functions: Administration, Contract management, Project management, Business and Sales	Access up to PROTECTED A information	NATO Countries, Australia, New Zealand

Part C – Safeguards / Information Technology (IT) Media – 11d = yes

IT security requirements must be specified in a separate technical document and submitted with the SRCL

OTHER SECURITY INTRUCTIONS

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Annex A
Security Requirement Check List and Clauses
Section 2: SRCL W847S-150033A

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Government of Canada

Gouvernement du Canada

W8478 15:0033A

Security Classification / Classification de sécurité
Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine
Department of National Defence
2. Branch or Directorate / Direction générale ou Direction
ADM(Mat) / PMO Canadian Surface Combatant

3. a) Subcontract Number / Numéro du contrat de sous-traitance
3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail
Develop proposal for evaluation (solicitation for design work for the Canadian Surface Combatant project) - Potential bidders will need to have access to requirements statements as well as national and NATO standards and publications in order to develop deliverables required to prepare bid submissions. Some of these requirements, standards and publications will have security classifications.

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

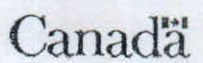
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès
Canada NATO / OTAN Foreign / Étranger

7. b) Release restrictions / Restrictions relatives à la diffusion
No release restrictions / Aucune restriction relative à la diffusion
Not releasable / À ne pas diffuser
Restricted to: / Limité à:
Specify country(ies): / Préciser le(s) pays: NATO countries + Australia + New Zealand
All NATO countries / Tous les pays de l'OTAN
Restricted to: / Limité à:
Specify country(ies): / Préciser le(s) pays:
No release restrictions / Aucune restriction relative à la diffusion
Restricted to: / Limité à:
Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information
PROTECTED A / PROTÉGÉ A
PROTECTED B / PROTÉGÉ B
PROTECTED C / PROTÉGÉ C
CONFIDENTIAL / CONFIDENTIEL
SECRET / SECRET
TOP SECRET / TRÈS SECRET
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT)
NATO UNCLASSIFIED / NATO NON CLASSIFIÉ
NATO RESTRICTED / NATO DIFFUSION RESTREINTE
NATO CONFIDENTIAL / NATO CONFIDENTIEL
NATO SECRET / NATO SECRET
COSMIC TOP SECRET / COSMIC TRÈS SECRET
PROTECTED A / PROTÉGÉ A
PROTECTED B / PROTÉGÉ B
PROTECTED C / PROTÉGÉ C
CONFIDENTIAL / CONFIDENTIEL
SECRET / SECRET
TOP SECRET / TRÈS SECRET
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT)





Contract Number / Numéro du contrat W8478150033A
Security Classification / Classification de sécurité Unclassified

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input checked="" type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input checked="" type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input checked="" type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat 1W8478 150033A
Security Classification / Classification de sécurité Unclassified

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production					✓				✓							
IT Media / Support TI					✓				✓							
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # W847S-150033A**

1. The Bidder must, at all times during the solicitation, hold a valid Facility Security Clearance at the level of **NATO SECRET**, with approved Document Safeguarding at the level of **NATO SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. This RFP includes access to controlled goods. Prior to access, the Bidder must be registered in the Controlled Goods Program of Public Works and Government Services Canada.
3. The Bidder personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY**, granted or approved by the CISD, PWGSC.
4. The Bidder personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must be citizens of a NATO member country, Australia, and New Zealand, and must EACH hold a valid personnel security screening at the level of **CONFIDENTIAL or SECRET, as required**, granted or approved by the CISD, PWGSC.
5. The Bidder personnel requiring access to NATO UNCLASSIFIED information or assets do not require to hold a personnel security clearance; however, the Contractor must ensure that the NATO Unclassified information is not releasable to third parties and that the "need to know" principle is applied to personnel accessing this information.
6. The Bidder personnel requiring access to NATO RESTRICTED information or assets **must be citizens of a NATO member country** and EACH hold a valid RELIABILITY STATUS or its equivalent, granted or approved by the appropriate delegated NATO Security Authority.
7. The Bidder personnel requiring access to **NATO CLASSIFIED** information, assets or sensitive work site(s) **must be citizens of a NATO member country** and EACH hold a valid personnel security screening at the level of **NATO CONFIDENTIAL or NATO SECRET, as required** granted or approved by the appropriate delegated NATO Security Authority.
8. The Bidder **MUST NOT** utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **NATO SECRET**.
9. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
9. The Bidder must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to CLASSIFIED NATO/FOREIGN information/assets. Public Works and Government Services Canada (PWGSC) will

determine if the company is “*Not Under FOCI*” or “*Under FOCI*”. When an organization is determined to be *Under FOCI*, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed “*Not Under FOCI through Mitigation*”.

10. The Bidder should at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of *Not Under FOCI* or *Not Under FOCI through Mitigation*.
11. All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.
12. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex A;
 - (b) *Industrial Security Manual* (Latest Edition).

NOTE: As Australia and New Zealand are not NATO countries, no NATO information will be released to Australians or New Zealanders unless special permission is obtained from CISD.

**SECURITY REQUIREMENTS FOR INTERNATIONAL SUPPLIERS
PWGSC FILE # W847S-150033A**

**PROTECTED A, CONFIDENTIAL, SECRET, NATO UNCLASSIFIED, NATO RESTRICTED,
NATO CONFIDENTIAL, NATO SECRET
DOCUMENT SAFEGUARDING CAPABILITY (DSC)**

For the exchange of Canada Classified information, the bidder must be from a country with which Canada has an international bilateral security Instrument. The Industrial Security Program (ISP) has international bilateral security instruments with the countries listed as follows: Australia, Belgium, Denmark, Finland, France, Germany, Israel, Italy, Netherlands, New Zealand, Norway, Spain, Sweden, Switzerland, The United Kingdom, The United States. For the exchange of NATO information the bidder must be a NATO member in good standing.

All **NATO and/or CANADA PROTECTED/ CLASSIFIED** information/assets, furnished to the Foreign recipient **Contractor**, shall be safeguarded as follows:

1. The Canadian Designated Security Authority (DSA) (Canadian DSA) is the International Industrial Security Directorate (IISD), Public Works and Government Services Canada (PWGSC). The Canadian DSA reserves the right to conduct compliance visits at its sole discretion, to ensure compliance with the below listed security measures.
2. The Foreign recipient bidder defined as an individual or legal entity possessing the legal capacity to enter into a contract, shall provide confirmation of compliance with the below terms and condition, in writing, to the Canadian DSA, prior to the execution of the works, services or performance, of which requires or involves access to **NATO and/ or CANADA PROTECTED/ CLASSIFIED information**.
3. The Foreign recipient bidder shall, at all times during the performance of the **Contract**, hold a valid Facility Security Clearance, issued by the NSA/DSA of **the SUPPLIER'S COUNTRY**, at the equivalent level of **NATO RESTRICTED, NATO CONFIDENTIAL, NATO SECRET**, as required, and hold an approved Document Safeguarding Capability Clearance at the level of **NATO RESTRICTED, NATO CONFIDENTIAL, NATO SECRET**, as required.
4. The Foreign recipient bidder shall, at all times during the performance of the **Contract**, hold a valid Facility Security Clearance, issued by the NSA/DSA of **the SUPPLIER'S COUNTRY**, at the equivalent level of **CANADA CLASSIFIED**, and hold an approved Document Safeguarding Capability Clearance at the level of **CANADA CLASSIFIED**.
5. All **NATO AND /OR CANADA PROTECTED/ CLASSIFIED** information/assets provided or generated under this **Contract** will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the **Contract**, in accordance with the National Policies of **the SUPPLIER'S COUNTRY**.

6. The Foreign recipient bidder shall provide the **NATO AND /OR CANADA PROTECTED/ CLASSIFIED** information/ assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the NSA/DSA of **the SUPPLIER'S COUNTRY**.
7. All **NATO AND /OR CANADA PROTECTED / CLASSIFIED** information/assets provided to the Foreign recipient bidder pursuant to this **Contract** by the Government of Canada, shall be marked by the Foreign recipient bidder with the equivalent security classification utilized by the **SUPPLIER'S COUNTRY** and in accordance with the National Policies of **the SUPPLIER'S COUNTRY**.
8. The foreign recipient bidder shall, at all times during the performance of this contract, ensure the transfer of **NATO unclassified, NATO restricted and NATO classified**, information/ assets be facilitated in accordance with the National Policies of **the SUPPLIER'S COUNTRY**. The foreign recipient bidder shall, at all times during the performance of this contract, ensure the transfer of **Canadian Classified/Protected** information be facilitated in accordance with the National Policies of **the SUPPLIER'S COUNTRY** and in compliance with the provisions of the Bilateral Industrial Security instrument between **the SUPPLIER'S COUNTRY** and Canada.
9. Upon completion of the Work, the Foreign recipient bidder shall return to the Government of Canada, via government-to- government channels, all **NATO AND /OR CANADA PROTECTED / CLASSIFIED** information/assets furnished or produced pursuant to this **Contract**, including all **NATO AND /OR CANADA PROTECTED/ CLASSIFIED** information/assets released to and / or produced by its subcontractors.
10. Throughout the duration of this **Contract**, the Foreign recipient bidder shall adhere to its respective National Policies pertaining to the examination, possession and / or transfer of Canadian Controlled Goods and shall immediately report to its responsible national security authority all cases in which it is known or there is reason to suspect that Canadian Controlled Good, furnished or generated pursuant to this **Contract** have been lost or disclosed to unauthorized persons, including but not limited to a third party government, person, firm, or representative thereof. Canadian Controlled Goods which are lost or compromised while handled outside of Canada, should be immediately reported to the Canadian Government Authority owner of the Canadian Controlled Goods, for example the Canadian Department that issued the Canadian Controlled Goods to the Foreign recipient **Contractor**, as part of this **Contract**. The Defence production Act defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).
11. The **Contract** involves access to Unclassified Military data, which is subject to the Provisions of the Technical Data Control Regulations. The **UNITED STATES OF AMERICA** recipient bidder is required to become a certified Contractor in the US/Canada Joint Certification Program (JCP).
12. Such **CANADA PROTECTED/ CLASSIFIED** information/assets shall be released only to foreign recipient bidder personnel who have a need to know for the performance of the **Contract**, must be a citizen of **a country with a bilateral security agreement with Canada** and must each hold a valid personnel security screening at the level of

CANADA RELIABILITY status , CANADA CONFIDENTIAL OR CANADA SECRET, as required, granted or approved by their respective country NSA/DSA, in accordance with the national policies of **the SUPPLIER'S COUNTRY**

13. Such **NATO** information/assets shall be released only to foreign recipient bidder personnel who have a need to know for the performance of the **Contract**, must be a citizen of a **NATO Country in good standing**, and must each hold a valid personnel security screening at the level of **NATO SECRET, NATO CONFIDENTIAL, NATO RESTRICTED**, as required, granted or approved by their NSA/DSA, in accordance with the national policies of **the SUPPLIER'S COUNTRY**.
14. Foreign recipient bidders who are not subject to a bilateral instrument with Canada, or for foreign recipient bidder where no equivalency exists for reliability status, shall not permit access to **Canadian Protected** information until the following conditions are met, subject to the approval of the Canadian DSA.
 - f) Personnel have a need-to-know for the performance of the Contract;
 - g) Personnel have been subject to a criminal record Background Check, with favourable results, from a recognized Governmental agency in **the SUPPLIER'S COUNTRY**. The approved verifications for the required criminal record background check are listed at Appendix A.
 - h) The Foreign bidder will ensure that it's Chief Executive Officer (CEO) or Senior Official of the company will appoint a Contract Security Officer (CSO) and/or an Alternate Contract Security Officer (ACSO) in order to ensure compliance with all contracting security requirements.
 - i) The Foreign recipient bidder shall ensure that personnel provide consent to share results of the Criminal record Background Check with the Canadian DSA and other Canadian Government Officials, if requested;
 - j) The Government of Canada reserves the right to deny access to Canadian Protected information and/ or assets to a Foreign bidder for cause.
15. The Foreign recipient bidder personnel requiring access to **NATO UNCLASSIFIED** information or assets are not required to hold a personnel security clearance issued by their National Security Authority/Designated Security Authority. The Foreign recipient bidder shall, nevertheless, ensure that the **NATO UNCLASSIFIED** information is not releasable to third parties and that the "need to know" principle is applied to personnel accessing this information. For the purpose of this clause, the "need to know" principle means that the National Security Authority/Designated Security Authority has positively determined that a prospective recipient of **NATO UNCLASSIFIED** information or assets, has a requirement for access to, knowledge of, or possession of the **NATO UNCLASSIFIED** information or assets, in order to perform the services and tasks required pursuant to the **Contract. Contracts**, which contain **NATO UNCLASSIFIED**

requirements are NOT to be awarded without the prior written permission of the Canadian DSA.

16. The foreign recipient bidder shall not access **NATO RESTRICTED** information/assets without prior consultation with their respective NSA/DSA for appropriate safeguarding measures in accordance with National policies of **the SUPPLIER'S COUNTRY**.
17. The Foreign recipient bidder personnel requiring access to **NATO CLASSIFIED** information, assets or sensitive work sites shall be citizens of a NATO member nation and each hold a valid personnel security screening at the level of **NATO CONFIDENTIAL and/or SECRET**, as required, have been properly cleared, briefed and approved by the respective delegated NATO responsible security authority.
18. Until the Foreign recipient's responsible NSA/DSA for industrial security of the **SUPPLIER'S COUNTRY** has provided Canadian DSA with the required assurance that Foreign recipient bidder personnel are from NATO member countries and have a Need to Know, the Foreign recipient bidder personnel SHALL NOT HAVE ACCESS to **NATO UNCLASSIFIED / NATO RESTRICTED and/or NATO CLASSIFIED** information/assets, and SHALL NOT ENTER "Government of Canada" or "Contractor" sites where such information or assets are kept, without an escort. An escort is defined as "a Government of Canada" or "Contractor" employee who holds the appropriate Personnel Security Clearance at the required level.
19. Until the Foreign recipient's responsible NSA/DSA for industrial security of the **SUPPLIER'S COUNTRY** has provided Canadian DSA with the required written Personnel Security Screening assurances, the Foreign recipient bidder personnel SHALL NOT HAVE ACCESS to **CANADA PROTECTED/ CANADA CLASSIFIED** information/assets, and SHALL NOT ENTER "Government of Canada" or "Contractor" sites where such information or assets are kept, without an escort. An escort is defined as "a Government of Canada" or "Contractor" employee who holds the appropriate Personnel Security Clearance at the required level.
20. **NATO AND /OR CANADA PROTECTED / CLASSIFIED** information/assets provided or generated pursuant to this **Contract** 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 NSA/DSA to the effect that the third-party Foreign recipient SubContractor has been approved for access to **NATO AND /OR CANADA PROTECTED/ CLASSIFIED** information 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.
21. The Foreign recipient bidder **MUST NOT** utilize its Information Technology systems to electronically process, produce, or store on a computer system any

CANADA SECRET and/or **NATO SECRET** information until the NSA/DSA of **the SUPPLIER'S COUNTRY** has granted approval to do so. After approval has been granted in writing to the Foreign recipient bidder these tasks may be performed up to the level of **CANADA SECRET** and /or **NATO SECRET**.

22. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of **the SUPPLIER'S COUNTRY** NSA/DSA, in accordance with the National Policies of **the SUPPLIER'S COUNTRY**.
23. The Foreign recipient bidder shall not use the **NATO and/or CANADA PROTECTED/ CLASSIFIED** information/assets for any purpose other than for the performance of the **Contract** without the prior written approval of the Government of Canada. This approval must be obtained by contacting the Canadian DSA.
24. The foreign recipient bidder visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to Canada DSA, through their respective NSA/DSA for personnel cleared to **Secret** or to UK International Visits Control Office (IVCO) for United Kingdom contractors. For all other personnel, a request for Visit is to be forwarded through the Departmental Security Officer (DSO) of the Department of National Defence.
25. The Foreign recipient bidder shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **NATO and/or CANADA PROTECTED/ CLASSIFIED** information / assets pursuant to this **Contract** has been compromised.
26. The Foreign recipient bidder shall immediately report to its respective NSA/DSA all cases in which it is known or there is reason to suspect that **NATO AND /OR CANADA PROTECTED/ CLASSIFIED** information/assets accessed by the Foreign recipient **bidder**, pursuant this **Contract**, have been lost or disclosed to unauthorized persons.
27. The Foreign recipient bidder shall not disclose the **NATO AND/OR CANADA PROTECTED/ CLASSIFIED** information 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).
28. In the event that a Foreign Contractor 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.
29. The Foreign recipient bidder must comply with the provisions of the Security Requirements Check List attached at Annex A.

In addition to these contract security clauses, the following clauses apply to all United Kingdom suppliers:

30. All **CANADA PROTECTED A** information shall be deemed **OFFICIAL SENSITIVE** information. Further specification respecting the security requirements listed below may be provided subsequent to an inspection in order to ensure comparability with security measures for **CANADA PROTECTED A**.
31. The Foreign recipient bidder shall hold an approved Document Safeguarding Capability Clearance at the level of Canada Classified, and/or as prescribed in appendix B of these clauses, when accessing **CANADA PROTECTED A** information/assets, as required, granted by their respective NSA/DSA, in accordance with the National Policies of **the UNITED KINGDOM**.
32. The Foreign recipient bidder must not award a sub-contract containing a security requirement clause whereby supplier personnel must be in possession of an appropriate personnel security clearance, without first verifying through the Canadian DSA, that the supplier holds the appropriate level of facility security clearance and (if required) document safeguarding capability.
33. The Foreign bidder will ensure that its Chief Executive Officer (CEO) or Designated Key Senior Official (DKSO) of the company will appoint a Company Security Officer (CSO) and an Alternate Company Security Officer (ACSO) in order to ensure compliance with all contracting security requirements.
34. The Foreign recipient bidder shall ensure that personnel provide consent to share results of the BPSS and the Criminal Records check with the Canadian DSA, if requested.
35. The Foreign recipient bidder shall supply, upon request only, an authenticated true copy of the BPSS and Criminal Records check to the Canadian DSA.

In addition to these contract security clauses, the following clauses apply to all Industry from a NON-NATO member country –accessing NATO classified information/assets

36. When the Foreign recipient bidder is registered with the industrial security program of a non-NATO member nation and requires access to NATO classified information, it is the responsibility of the NSA/DSA of that nation (IISD is Canada's DSA), in which the hiring entity is located and incorporated, to determine whether that NON-NATO National can be granted access to NATO classified information/assets.
37. When the Foreign recipient bidder from a Non-NATO member country is anticipated to require access to NATO classified information, the Foreign recipient bidder shall first seek approval from IISD.
38. The Director of IISD, as DSA, shall investigate the circumstances warranting access of NATO classified information to suppliers from a Non-NATO member country, in consideration with NATO directives 1)AC/35-D/2000-REV6, 2)AC/35-D/2003-Rev4 and 30 Enclosure C to C-M(2002)49 and provide direction to the Contract Security Authority

of ISS as to whether NATO classified information/assets can be accessed by a potential supplier from a non-NATO member country.

39. IISD's determination shall impact ISS' ability to authorise contract award, to authorise Visit Clearance Requests (VCR) to Non-NATO country suppliers wishing access to NATO classified information/assets, handled in Canada, as well as impact the content of the contract security clauses provided to the non-NATO country supplier.
40. In cases where IISD determines suppliers from Non-NATO member countries can be granted access to NATO classified information, a signed IISD letter shall be used as the approving vehicle.
41. Access is to be limited to NATO information that is never classified higher than NATO Secret (NS).

APPENDIX A SECURITY REQUIREMENTS FOR RELIABILITY STATUS

The bidder must perform a security screening of all its personnel who will need access to CANADA Protected information or sites;

- f) Identity check
 - i. Copies of two of valid original pieces of government issued identity documentation, one of which must include a photo
 - ii. Surname (last name)
 - iii. Full given names (first name) – underline or circle usual name used
 - iv. Family name at birth
 - v. All other names used (aliases)
 - vi. Name changes
 1. Must include the name they changed from and the name they changed to, the place of change and the institution changed through
 - vii. Sex
 - viii. Date of birth
 - ix. Place of birth (city, province/state/region, and country)
 - x. Citizenship(s)
 - xi. Marital status/common-law partnership
 1. Current Status (married, common-law, separated, widowed, divorced, single)
 2. All current spouses (if applicable)
 - a. Surname (last name)
 - b. Full given names (first name) – underline or circle usual name used
 - c. Date and duration of marriage/common-law partnership
 - d. Date of birth
 - e. Family name at birth
 - f. Place of birth (city, province/state/region, and country)
 - g. Citizenship
- g) Residency check
 - i. The last five (5) years of residency history starting from most recent with no gaps in time
 1. Apartment number, street number, street name, city, province or state, postal code or zip code, country, from-to dates
- h) Educational check
 - i. The educational establishments attended and the corresponding dates

- i) Employment history check
 - i. The last five (5) years of employment history starting from most recent with no gaps in time
 - ii. Three (3) employment reference checks from the last five (5) years

- j) Criminal records check:
 - i. report(s) containing all criminal convictions for the last five (5) years in and outside of the candidate's country of residence

Security Requirement Checklist (SRCL) Supplemental Security Guide
W847S-150033A

Part A - Multiple Release Restrictions: Security Guide							
To be completed in addition to SRCL question 7.b) when release restrictions are therein identified. Indicate to which levels of information release restrictions apply. Make note in the chart if a level of information bears multiple restrictions (e.g. a portion of the SECRET information bears the caveat Canadian Eyes Only while the remainder of the SECRET information has no release restrictions.)							
Canadian Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions	X						
Not Releasable							
Restricted to: NATO + Australia + New Zealand				X	X		
Permanent Residents Included*	excluded			excluded	excluded		
NATO Information							
Citizenship Restriction	NATO UNCLASSIFIED		NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	
All NATO Countries	X		X	X	X		
Restricted to:							
Permanent Residents Included*	excluded		excluded	excluded	excluded		
Foreign Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions							
Restricted to :							
Permanent Residents Included*							
COMSEC Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
Not Releasable							
Restricted to:							
DND ONLY Embedded Contractor (Access to Controlled Goods)							
Restriction	N/A						
SECRET clearance with CEO applies							

*When release restrictions are indicated, specify if permanent residents are allowed to be included.

Part B - Multiple Levels of Personnel Screening: Security Classification Guide

To be completed in addition to SRCL question 10.a) when multiple levels of personnel screening are therein identified. Indicate which personnel screening levels are required for which portions of the work/access involved in the contract.

Level of Personnel Clearance (e.g. Reliability, Secret)	Position / Description/Task	Access to sites and/or information. Levels of Information to be accessed.	Citizenship Restriction (if any)
SECRET	Positions: Analyst, Engineer, Designer, Technician; Tasks: Proposal development, Design	Access up to SECRET (including CONFIDENTIAL) information	NATO Countries, Australia, New Zealand
NATO SECRET	Positions: Analyst, Engineer, Designer, Technician; Tasks: Proposal development, Design	Access up to NATO SECRET (including NATO CONFIDENTIAL & NATO RESTRICTED) information	NATO Countries
RELIABILITY STATUS	Functions: Administration, Contract management, Project management	Access up to PROTECTED A information	NATO Countries, Australia, New Zealand

Part C – Safeguards / Information Technology (IT) Media – 11d = yes

IT security requirements must be specified in a separate technical document and submitted with the SRCL

OTHER SECURITY INTRUCTIONS

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Annex A
Security Requirement Check List and Clauses
Section 3: SRCL W847S-150036

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DEC 18 2014



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
W8475-150036

Security Classification / Classification de sécurité
Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine
Department of National Defence / Direction générale ou Direction ADM(Mat) / PMO Canadian Surface Combatant

3. a) Subcontract Number / Numéro du contrat de sous-traitance
3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail
Prime Contract for Warship Design Work - includes development of whole warship design solution including design-level combat system integration, which requires access to requirements, standards and publications. Some requirements, standards and publications will contain classified information. The design solution will also contain classified information.

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?
 No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?
 No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?
(Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)
 No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.
 No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?
 No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès
Canada NATO / OTAN Foreign / Étranger

7. b) Release restrictions / Restrictions relatives à la diffusion
No release restrictions / Aucune restriction relative à la diffusion
Not releasable / À ne pas diffuser
Restricted to: / Limité à:
Specify country(ies): / Préciser le(s) pays:
(Some info) NATO countries + Australia + New Zealand / (Some info) Canadian Eyes Only
All NATO countries / Tous les pays de l'OTAN
Restricted to: / Limité à:
Specify country(ies): / Préciser le(s) pays:
No release restrictions / Aucune restriction relative à la diffusion
Restricted to: / Limité à:
Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input checked="" type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input checked="" type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input checked="" type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET / NATO SECRET <input checked="" type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat W8478150036
Security Classification / Classification de sécurité Unclassified

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input checked="" type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input checked="" type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input checked="" type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |
- Special comments:
Commentaires spéciaux : S

NOTE: If multiple levels of screening are identified; a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets / Renseignements / Biens / Production					✓				✓							
IT Media / Support TI					✓				✓							
IT Link / Lien électronique					✓											

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # W847S-150036**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **NATO SECRET**, with approved Document Safeguarding at the level of **NATO SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. This contract includes access to controlled goods. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada.
3. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY**, granted or approved by the CISD, PWGSC.
4. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must be citizens of Canada, and must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by the CISD, PWGSC.
5. The Contractor/Offeror personnel requiring access to RESTRICTED CLASSIFIED information, assets or sensitive work site(s) must be citizens of a NATO member country, Australia, and New Zealand, and must EACH hold a valid personnel security screening at the level of **CONFIDENTIAL or SECRET, as required**, granted or approved by the CISD, PWGSC.
6. The Contractor/Offeror personnel requiring access to NATO UNCLASSIFIED information or assets do not require to hold a personnel security clearance; however, the Contractor must ensure that the NATO Unclassified information is not releasable to third parties and that the "need to know" principle is applied to personnel accessing this information.
7. The Contractor personnel requiring access to NATO RESTRICTED information or assets **must be citizens of a NATO member country** and EACH hold a valid RELIABILITY STATUS or its equivalent, granted or approved by the appropriate delegated NATO Security Authority.
8. The Contractor/Offeror personnel requiring access to **NATO CLASSIFIED** information, assets or sensitive work site(s) **must be citizens of a NATO member country** and EACH hold a valid personnel security screening at the level of **NATO CONFIDENTIAL or NATO SECRET, as required**, granted or approved by the appropriate delegated NATO Security Authority.
9. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT HAVE ACCESS** to (CLASSIFIED/PROTECTED) information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.

10. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store any sensitive **CLASSIFIED** information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **NATO SECRET** and an IT Link at the level of **SECRET**.
11. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
12. The Contractor must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to **CLASSIFIED NATO/FOREIGN** information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "*Not Under FOCI*" or "*Under FOCI*". When an organization is determined to be *Under FOCI*, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "*Not Under FOCI through Mitigation*".
13. The contractor should at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of *Not Under FOCI* or *Not Under FOCI through Mitigation*.
14. All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.
15. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex A;
 - (b) *Industrial Security Manual* (Latest Edition).

NOTE: As Australia and New Zealand are not NATO countries, no NATO information will be released to Australians or New Zealanders unless special permission is obtained from CISD.

**SECURITY REQUIREMENT FOR INTERNATIONAL SUPPLIERS
PWGSC FILE # W847S-150036**

**PROTECTED A, CONFIDENTIAL, SECRET, NATO UNCLASSIFIED, NATO RESTRICTED,
NATO CONFIDENTIAL, NATO SECRET
DOCUMENT SAFEGUARDING CAPABILITY (DSC)**

For the exchange of Canada Classified information, the Contractor/offeror/subcontractor must be from a country with which Canada has an international bilateral security Instrument. The Industrial Security Program (ISP) has international bilateral security instruments with the countries listed as follows: Australia, Belgium, Denmark, Finland, France, Germany, Israel, Italy, Netherlands, New Zealand, Norway, Spain, Sweden, Switzerland, The United Kingdom, The United States. For the exchange of NATO information the contractor/offeror/subcontractor must be a NATO member in good standing.

All **NATO and/or CANADA PROTECTED/CLASSIFIED** information/assets, furnished to the Foreign recipient **Contractor/Offeror/Subcontractor**, shall be safeguarded as follows:

36. The Canadian Designated Security Authority (DSA) (Canadian DSA) is the International Industrial Security Directorate (IISD), Public Works and Government Services Canada (PWGSC). The Canadian DSA reserves the right to conduct compliance visits at its sole discretion, to ensure compliance with the below listed security measures.
37. The Foreign recipient **Contractor/Offeror/Subcontractor** defined as an individual or legal entity possessing the legal capacity to enter into a contract, shall provide confirmation of compliance with the below terms and condition, in writing, to the Canadian DSA, prior to the execution of the works, services or performance, of which requires or involves access to **NATO and/or CANADA PROTECTED/CLASSIFIED** information.
3. The foreign recipient **Contractor/Offeror/Subcontractor** shall, at all times during the performance of the **Contract**, hold a valid Facility Security Clearance, issued by the NSA/DSA of the supplier's country, at the equivalent level of **NATO SECRET, NATO CONFIDENTIAL** and/or **NATO RESTRICTED** as required and hold an approved Document Safeguarding Capability Clearance at the level of **NATO SECRET, NATO CONFIDENTIAL** and/or **NATO RESTRICTED** as required.
4. The Foreign recipient **Contractor/Offeror/Subcontractor** shall, at all times during the performance of the **Contract**, hold a valid Facility Security Clearance, issued by the NSA/DSA of the supplier's country, at the equivalent level of **CANADA CLASSIFIED** as required and hold an approved Document Safeguarding Capability Clearance at the level of **CANADA CLASSIFIED** as required.
5. All **NATO and/or CANADA PROTECTED/CLASSIFIED** information/assets provided or generated under this **Contract** will continue to be safeguarded in the

event of withdrawal by the recipient party or upon termination of the **Contract**, in accordance with the National Policies of the supplier's country.

6. The Foreign recipient **Contractor/Offeror/Subcontractor** shall provide the **NATO and/or CANADA PROTECTED/CLASSIFIED** information/ assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the NSA/DSA of the supplier's country.
7. All **NATO and/or CANADA PROTECTED/CLASSIFIED** information/assets provided to the Foreign recipient **Contractor/Offeror/Subcontractor** pursuant to this **Contract** by the Government of Canada, shall be marked by the Foreign recipient **Contractor/Offeror/Subcontractor** with the equivalent security classification utilized by the supplier's country and in accordance with the National Policies of the supplier's country.
8. The foreign recipient **Contractor/Offeror/Subcontractor** shall, at all times during the performance of this **contract**, ensure the transfer of **NATO UNCLASSIFIED, NATO RESTRICTED and NATO CLASSIFIED**, information/assets be facilitated in accordance with the National Policies of the supplier's country. The foreign recipient **Contractor/Offeror/Subcontractor** shall, at all times during the performance of this **contract**, ensure the transfer of **CANADA PROTECTED/CLASSIFIED** information be facilitated in accordance with the National Policies of the supplier's country and in compliance with the provisions of the Bilateral Industrial Security instrument between the supplier's country and Canada.
9. Upon completion of the Work, the Foreign recipient **Contractor/Offeror/Subcontractor** shall return to the Government of Canada, via government-to- government channels, all **NATO and/or CANADA PROTECTED/CLASSIFIED** information/assets furnished or produced pursuant to this **Contract**, including all **NATO and/or CANADA PROTECTED/CLASSIFIED** information/assets released to and / or produced by its Subcontractors.
10. Throughout the duration of this **Contract**, the Foreign recipient **Contractor/Offeror/Subcontractor** shall adhere to its respective National Policies pertaining to the examination, possession and / or transfer of Canadian *Controlled Goods* and shall immediately report to its responsible national security authority all cases in which it is known or there is reason to suspect that Canadian Controlled Good, furnished or generated pursuant to this **Contract** have been lost or disclosed to unauthorized persons, including but not limited to a third party government, person, firm, or representative thereof. Canadian *Controlled Goods* which are lost or compromised while handled outside of Canada, should be immediately reported to the Canadian Government Authority owner of the Canadian Controlled Goods, for example the Canadian Department

that issued the Canadian *Controlled Goods* to the Foreign recipient **Contractor/Offeror/Subcontractor**, as part of this **Contract**. The Defence production Act defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

11. The **Contract** involves access to Unclassified Military data, which is subject to the Provisions of the Technical Data Control Regulations. The **UNITED STATES of AMERICA** recipient **Contractor** is required to become a certified Contractor in the US/Canada Joint Certification Program (JCP).
12. Such **CANADA PROTECTED/CLASSIFIED** information/assets shall be released only to foreign recipient **Contractor/Offeror/Subcontractor** personnel who have a need to know for the performance of the **Contract**, must be a citizen of a country with which Canada has an international bilateral security Instrument, and must each hold a valid personnel security screening at the level of **CANADA SECRET, CANADA CONFIDENTIAL, RELIABILITY STATUS**, as required, granted or approved by their NSA/DSA, in accordance with the national policies of **their respective country**.
13. Such **NATO** information/assets shall be released only to foreign recipient **Contractor/Offeror/Subcontractor** personnel who have a need to know for the performance of the **Contract**, must be a citizen of a **NATO Country in good standing**, and must each hold a valid personnel security screening at the level of **NATO SECRET, NATO CONFIDENTIAL, NATO RESTRICTED**, as required, granted or approved by their NSA/DSA, in accordance with the national policies of **their respective country**.
14. Foreign recipient **Contractors/Offerors/Subcontractors** who are not subject to a bilateral instrument with Canada, or for foreign recipient **Contractors/Offerors/Subcontractors** where no equivalency exists for reliability status, shall not permit access to **CANADA PROTECTED** information until the following conditions are met, subject to the approval of the Canadian DSA:
 - k) Personnel have a need-to-know for the performance of the **Contract**;
 - l) Personnel have been subject to a criminal record Background Check, with favourable results, from a recognized Governmental agency in the supplier's country. The approved verifications for the required criminal record background check are listed at Appendix A.
 - m) The Foreign **Contractor/Offeror/Subcontractor** will ensure that its Chief Executive Officer (CEO) or Senior Official of the company will appoint a Contract Security Officer (CSO) and/or an Alternate Contract Security Officer (ACSO) in order to ensure compliance with all contracting security requirements.

- n) The Foreign recipient **Contractor/Offeror/Subcontractor** shall ensure that personnel provide consent to share results of the Criminal record Background Check with the Canadian DSA and other Canadian Government Officials, if requested;
- o) The Government of Canada reserves the right to deny access to Canadian Protected information and/ or assets to a Foreign **Contractor/Offeror/Subcontractor** for cause.
15. The Foreign recipient **Contractor/Offeror/Subcontractor** personnel requiring access to **NATO UNCLASSIFIED** information or assets are not required to hold a personnel security clearance issued by their National Security Authority/Designated Security Authority. The Foreign recipient **Contractor/Offeror/Subcontractor** shall, nevertheless, ensure that the **NATO UNCLASSIFIED** information is not releasable to third parties and that the "need to know" principle is applied to personnel accessing this information. For the purpose of this clause, the "need to know" principle means that the National Security Authority/Designated Security Authority has positively determined that a prospective recipient of **NATO UNCLASSIFIED** information or assets, has a requirement for access to, knowledge of, or possession of the **NATO UNCLASSIFIED** information or assets, in order to perform the services and tasks required pursuant to the **Contract. Contracts**, which contain **NATO UNCLASSIFIED** requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
16. The foreign recipient **Contractor/Offeror/Subcontractor** shall not access NATO RESTRICTED information/assets without prior consultation with their respective NSA/DSA for appropriate safeguarding measures in accordance with National policies of the supplier's country.
17. The Foreign recipient **Contractor/Offeror/Subcontractor** personnel requiring access to **NATO CLASSIFIED** information, assets or sensitive work sites shall be citizens of a NATO member nation and each hold a valid personnel security screening at the level of **NATO SECRET** and/or **NATO CONFIDENTIAL** as required, have been properly cleared, briefed and approved by the respective delegated NATO responsible security authority.
18. Until the Foreign recipient's responsible NSA/DSA for industrial security of the supplier's country has provided Canadian DSA with the required assurance that Foreign recipient **Contractor/Offeror/Subcontractor** personnel are from NATO member countries and have a Need to Know, the Foreign recipient **Contractor/Offeror/Subcontractor** personnel SHALL NOT HAVE ACCESS to **NATO UNCLASSIFIED / NATO RESTRICTED and/or NATO CLASSIFIED** information/assets, and SHALL NOT ENTER "Government of Canada" or "**Contractor**" sites where such information or assets are kept, without an escort.

An escort is defined as “a Government of Canada” or “**Contractor**” employee who holds the appropriate Personnel Security Clearance at the required level.

19. Until the Foreign recipient's responsible NSA/DSA for industrial security of the supplier's country has provided Canadian DSA with the required written Personnel Security Screening assurances, the Foreign recipient **Contractor/Offeror/Subcontractor** personnel SHALL NOT HAVE ACCESS to **CANADA PROTECTED/CLASSIFIED** information/assets, and SHALL NOT ENTER “Government of Canada” or “**Contractor**” sites where such information or assets are kept, without an escort. An escort is defined as “a Government of Canada” or “**Contractor**” employee who holds the appropriate Personnel Security Clearance at the required level.
20. **NATO and/or CANADA PROTECTED/CLASSIFIED** information/assets provided or generated pursuant to this **Contract** shall not be further provided to a third party Foreign recipient **Contractor/Offeror/Subcontractor** unless:
 - c. written assurance is obtained from the third-party Foreign recipient's NSA/DSA to the effect that the third-party Foreign recipient **Contractor/Offeror/Subcontractor** has been approved for access to **NATO and/or CANADA PROTECTED/CLASSIFIED** information by the third-party Foreign recipient's NSA/DSA; and
 - d. written consent is obtained from the NSA/DSA of the supplier's country, if the third-party Foreign recipient **Contractor/Offeror/Subcontractor** is located in a third country.
21. The Foreign recipient **Contractor/Offeror/Subcontractor** MUST NOT utilize its Information Technology systems to electronically process, produce, or store on a computer system any **CANADA SECRET** and/or **NATO SECRET** information until the NSA/DSA of the supplier's country has granted approval to do so. After approval has been granted in writing to the Foreign recipient **Contractor/Offeror/Subcontractor** these tasks may be performed up to the level of **SECRET** and /or **NATO SECRET**.
22. The Foreign recipient **Contractor/Offeror/Subcontractor** MUST NOT utilize its Information Technology systems to transfer via an IT link any **CANADA SECRET** information until the NSA/DSA of the supplier's country has granted approval to do so. After approval has been granted in writing to the Foreign recipient **Contractor/Offeror/Subcontractor** these tasks may be performed up to the level of **CANADA SECRET**.
23. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the supplier's country NSA/DSA, in accordance with their National Policies.

24. The Foreign recipient **Contractor/Officer/Subcontractor** shall not use **NATO and/or CANADA PROTECTED/CLASSIFIED** information/assets for any purpose other than for the performance of the **Contract** without the prior written approval of the Government of Canada. This approval must be obtained by contacting the Canadian DSA.
25. The foreign recipient **Contractor/Officer/Subcontractor** visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to Canada DSA, through their respective NSA/DSA for personnel cleared to **SECRET** or to UK International Visits Control Office (IVCO) for United Kingdom contractors. For all other personnel, a request for Visit is to be forwarded through the Departmental Security Officer (DSO) of Public Works and Government Services Canada.
26. The Foreign recipient **Contractor/Officer/Subcontractor** shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **NATO and/or CANADA PROTECTED/CLASSIFIED** information / assets pursuant to this **Contract** has been compromised.
27. The Foreign recipient **Contractor/Officer/Subcontractor** shall immediately report to its respective NSA/DSA all cases in which it is known or there is reason to suspect that **NATO and/or CANADA PROTECTED/CLASSIFIED** information/assets accessed by the Foreign recipient **Contractor/Officer/Subcontractor**, pursuant this **Contract**, have been lost or disclosed to unauthorized persons.
28. The Foreign recipient **Contractor/Officer/Subcontractor** shall not disclose **NATO and/or CANADA PROTECTED/CLASSIFIED** information 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).
29. In the event that a Foreign Contractor 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.
30. The Foreign recipient **Contractor/Officer/Subcontractor** must comply with the provisions of the Security Requirements Check List attached at Annex A.

In addition to these contract security clauses, the following clauses apply to all U.K. suppliers:

31. All CANADA PROTECTED A information shall be deemed "OFFICIAL SENSITIVE" information. Further specification respecting the security

requirements listed below may be provided subsequent to an inspection in order to ensure comparability with security measures for CANADA PROTECTED A.

32. The Foreign recipient **Contractor/Offeror/Sub-contractor** shall hold an approved Document Safeguarding Capability Clearance at the level of Canada Classified, and/or as prescribed in appendix B of these clauses, when accessing CANADA PROTECTED A information/assets, as required, granted by their respective NSA/DSA, in accordance with the National Policies of **the UNITED KINGDOM**.
33. The Foreign recipient **Contractor/Offeror/Sub-contractor** must not award a sub-contract containing a security requirement clause whereby supplier personnel must be in possession of an appropriate personnel security clearance, without first verifying through the Canadian DSA, that the supplier holds the appropriate level of facility security clearance and (if required) document safeguarding capability.
34. The Foreign **Contractor / Offeror / Subcontractor** will ensure that its Chief Executive Officer (CEO) or Designated Key Senior Official (DKSO) of the company will appoint a Company Security Officer (CSO) and an Alternate Company Security Officer (ACSO) in order to ensure compliance with all contracting security requirements.
35. The Foreign recipient **Contractor / Offeror / Subcontractor** shall ensure that personnel provide consent to share results of the BPSS and the Criminal Records check with the Canadian DSA, if requested.
36. The Foreign recipient **Contractor / Offeror / Subcontractor** shall supply, upon request only, an authenticated true copy of the BPSS and Criminal Records check to the Canadian DSA.

In addition to these contract security clauses, the following clauses apply to all Industry from a NON-NATO member country –accessing NATO classified information/assets

37. When the Foreign recipient contractor/offeror/subcontractor is registered with the industrial security program of a non-NATO member nation and requires access to NATO classified information, it is the responsibility of the NSA/DSA of that nation (IISD is Canada's DSA), in which the hiring entity is located and incorporated, to determine whether that NON-NATO National can be granted access to NATO classified information/assets.
38. When the Foreign recipient contractor/offeror/subcontractor from a Non-NATO member country is anticipated to require access to NATO classified information, the Foreign recipient contractor/offeror/subcontractor shall first seek approval from IISD.

39. The Director of IISD, as DSA, shall investigate the circumstances warranting access of NATO classified information to suppliers from a Non-NATO member country, in consideration with NATO directives 1)AC/35-D/2000-REV6, 2)AC/35-D/2003-Rev4 and 30 Enclosure C to C-M(2002)49 and provide direction to the Contract Security Authority of ISS as to whether NATO classified information/assets can be accessed by a potential supplier from a non-NATO member country.
40. IISD's determination shall impact ISS' ability to authorise contract award, to authorise Visit Clearance Requests (VCR) to Non-NATO country suppliers wishing access to NATO classified information/assets, handled in Canada, as well as impact the content of the contract security clauses provided to the non-NATO country supplier.
41. In cases where IISD determines suppliers from Non-NATO member countries can be granted access to NATO classified information, a signed IISD letter shall be used as the approving vehicle.
42. Access is to be limited to NATO information that is never classified higher than NATO Secret (NS).

APPENDIX A: SECURITY REQUIREMENTS - RELIABILITY STATUS

The **Contractor/Offeror/Subcontractor** must perform a security screening of all its personnel who will need access to CANADA Protected information or sites;

- k) Identity check
 - i. Copies of two of valid original pieces of government issued identity documentation, one of which must include a photo
 - ii. Surname (last name)
 - iii. Full given names (first name) – underline or circle usual name used
 - iv. Family name at birth
 - v. All other names used (aliases)
 - vi. Name changes
 1. Must include the name they changed from and the name they changed to, the place of change and the institution changed through
 - vii. Sex
 - viii. Date of birth
 - ix. Place of birth (city, province/state/region, and country)
 - x. Citizenship(s)
 - xi. Marital status/common-law partnership
 1. Current Status (married, common-law, separated, widowed, divorced, single)
 2. All current spouses (if applicable)
 - a. Surname (last name)
 - b. Full given names (first name) – underline or circle usual name used
 - c. Date and duration of marriage/common-law partnership

- d. Date of birth
 - e. Family name at birth
 - f. Place of birth (city, province/state/region, and country)
 - g. Citizenship
- l) Residency check
- i. The last five (5) years of residency history starting from most recent with no gaps in time
 - 1. Apartment number, street number, street name, city, province or state, postal code or zip code, country, from-to dates
- m) Educational check
- i. The educational establishments attended and the corresponding dates
- n) Employment history check
- i. The last five (5) years of employment history starting from most recent with no gaps in time
 - ii. Three (3) employment reference checks from the last five (5) years
- o) Criminal records check:
- i. report(s) containing all criminal convictions for the last five (5) years in and outside of the candidate's country of residence

Security Requirement Checklist (SRCL) Supplemental Security Guide W847S-150036

Part A - Multiple Release Restrictions: Security Guide							
To be completed in addition to SRCL question 7.b) when release restrictions are therein identified. Indicate to which levels of information release restrictions apply. Make note in the chart if a level of information bears multiple restrictions (e.g. a portion of the SECRET information bears the caveat Canadian Eyes Only while the remainder of the SECRET information has no release restrictions.)							
Canadian Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions	X	X					
Not Releasable							
Restricted to: NATO + Australia + New Zealand				X	X		
Restricted to: Canadian Eyes Only (a portion of info)					X		
Permanent Residents Included*	excluded	excluded		excluded	excluded		
NATO Information							
Citizenship Restriction	NATO UNCLASSIFIED		NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	
All NATO Countries	X		X	X	X		
Restricted to:							
Permanent Residents Included*	excluded		excluded	excluded	excluded		
Foreign Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions							
Restricted to :							
Permanent Residents Included*							
COMSEC Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
Not Releasable							
Restricted to:							
DND ONLY Embedded Contractor (Access to Controlled Goods)							
Restriction				Yes			
SECRET clearance with CEO applies				Yes			

*When release restrictions are indicated, specify if permanent residents are allowed to be included.

Part B - Multiple Levels of Personnel Screening: Security Classification Guide

To be completed in addition to SRCL question 10.a) when multiple levels of personnel screening are therein identified. Indicate which personnel screening levels are required for which portions of the work/access involved in the contract.

Level of Personnel Clearance (e.g. Reliability, Secret)	Position / Description/Task	Access to sites and/or information. Levels of Information to be accessed.	Citizenship Restriction (if any)
SECRET	Positions: Analyst, Engineer, Designer, Technician; Tasks: Proposal development, Design modelling & Simulation, System selection	Access up to SECRET (including CONFIDENTIAL) information	NATO Countries, Australia, New Zealand
NATO SECRET	Positions: Analyst, Engineer, Designer, Technician; Tasks: Proposal development, Design	Access up to NATO SECRET (including NATO CONFIDENTIAL & NATO RESTRICTED) information	NATO Countries
RELIABILITY STATUS	Functions: Administration, Contract management, Procurement, Supply, Project management	Access up to PROTECTED B information	NATO Countries, Australia, New Zealand
Secret - CEO	Positions: Data Analysts, Senior Design Engineers; Tasks: Design modelling & simulation (M&S); combat system/platform performance M&S data analysis	Access up to SECRET -CEO	Canadian Citizens only

Part C – Safeguards / Information Technology (IT) Media – 11d = yes

IT security requirements must be specified in a separate technical document and submitted with the SRCL

OTHER SECURITY INTRUCTIONS

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Annex B
Response Forms
Section 1: Certification Form

Pursuant to the Request for Response for Evaluation (RFRE) document, reference W847S-150033/B dated June 13, 2016, released on GETS on behalf of Public Works and Government Services Canada, and the terms therein:

We, _____ (name of the legal entity) _____,
_____ (address) _____, incorporated
under the laws of _____ (name of province or territory of Country) _____,
consider that we have met the evaluation criteria and other qualifications of Combat
Systems Integrator Stream and/or Warship Designer Stream under the CSC
Procurement Process.

We acknowledge that we have read the RFRE and understand and accept the CSC
Procurement Process.

We have completed the Reference Project Forms demonstrating that we met the
evaluation criteria stipulated in Section 6 of the RFRE, and they are attached in Annex
B herein. We acknowledge that Canada reserves the right, but is not obligated to do so,
to contact references provided or otherwise independently verify any information
provided.

We acknowledge that we have read the current version of the Integrity Regime listed on
BuyandSell.gc.ca (<http://www.tpsgc-pwgsc.gc.ca/ci-if/ci-if-eng.html>) and acknowledge
the provisions do not form part of the RFRE, however that we will be bound by the
Integrity Provisions detailed in any resulting bid solicitation.

We confirm that the official language of Canada in which we wish to exchange
correspondence with Canada is _____.

We nominate a Canadian affiliate to participate with the SLR in the post-RFRE Industry
Engagements, subject to meeting security requirements and the other provisions of this
RFRE applicable to Industry Engagements.

Yes [] or No []

If yes is selected provide the following information of the Canadian affiliate:

Name of Legal Entity
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

The full address(es) of the proposed site(s) or premises for which classified safeguarding measures are required in the CSC Procurement Process is:

Name of Legal Entity
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

Our single point of contact is: (Name)
(Title)
(Organization)
(Address)
(Telephone)
(Email address)

We certify that the undersigned has the authority to bind our business entity.

(Signature / name / title / date)

Annex B Response Forms
Section 2: Combat Systems Integrator Stream
Project Reference Form

Respondents for the Combat Systems Integrator Stream must complete the Project Reference Form provided in Attachment 1 to Annex B in full. The font used to complete form should be Arial 10 point or larger.

Respondents must check all applicable boxes and provide text where requested to demonstrate experience.

The references and all other information provided by the Respondent are subject to verification by Canada during the evaluation period and after qualification. The Contracting Authority will have the right to ask for additional information to validate the references and information before qualifying a Respondent. The response will be declared non-responsive if any references or other information given by the Respondent are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the response non-responsive.

Annex B Response Forms
Section 3: Warship Designer Stream
Project Reference Form

Respondents for the Warship Designer Stream must complete the Project Reference Form provided in Attachment 2 to Annex B in full. The font used to complete form should be Arial 10 point or larger.

Respondents must check all applicable boxes and provide text where requested to demonstrate experience.

The references and other information provided by the Respondent are subject to verification by Canada during the evaluation period and after qualification. The Contracting Authority will have the right to ask for additional information to validate the references and other information before qualifying a Respondent. The response will be declared non-responsive if any references or other information given by the Respondent are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the response non-responsive.

Attachment 1 to Annex B

Reference Project Form for Combat System Integrator Stream		
To be completed by Respondent		
1.1	Legal Name of Respondent:	
	Reference Project Contract Number(s):	
	Reference Project Contract Award Date:	Class of ship:
	Date Combat System of delivered ship was certified for operational use:	Length of Ship in meters:
	Government Customer:	
	Role of Respondent in Project: <input type="checkbox"/> Prime contractor to a Government Customer OR <input type="checkbox"/> Subcontractor to a prime contractor to Government Customer	
	Type of Project: <input type="checkbox"/> New ship construction OR <input type="checkbox"/> Complete Combat System modernization	
	This Respondent designed, integrated and delivered a Combat System consisting of: <input type="checkbox"/> Combat Management System <input type="checkbox"/> Above Water Warfare Suite <input type="checkbox"/> Under Water Warfare Suite	
	The Respondent integrated the following systems pursuant to the contract: 1.1.1 Combat Management Suite <input type="checkbox"/> 1.1.1.1 Command and Control Software <input type="checkbox"/> 1.1.1.2 Networked processing and display technology; <input type="checkbox"/> 1.1.1.3 Integration with the Above Water Warfare Suite; <input type="checkbox"/> 1.1.1.4 Integration with the Under Water Warfare Suite. 1.1.2 Above Water Warfare Suite <input type="checkbox"/> 1.1.2.1 Surface to air missiles fitted with an active or semi-active radio frequency seeker, or both, complete with control system; <input type="checkbox"/> 1.1.2.2 Surface to surface missiles complete with control system; <input type="checkbox"/> 1.1.2.3 Gun 57mm or larger with control system; <input type="checkbox"/> 1.1.2.4 Fire control system supporting the surface to air and surface to surface missiles and the gun system; <input type="checkbox"/> 1.1.2.5 Long range and/or medium range radar, and interrogation friend-or-foe (IFF) systems to support surveillance and missile/gun complete with control system. 1.1.3 Under Water Warfare Suite <input type="checkbox"/> 1.1.3.1 Hull mounted sonar or towed sonar array; and, <input type="checkbox"/> 1.1.3.2 Torpedoes with the handling system.	

	Project Client Reference: The reference must be able to confirm the Respondent was responsible for the work identified above.	
	Contact Information Primary	
	Name	
	Title	
	Phone	
	Email	
	Contact Information Secondary	
	Name	
	Title	
	Phone	
	Email	

Attachment 2 to Annex B

Reference Project Form for Warship Designer Stream		
To be completed by Respondent		
2.1	Legal Name of Respondent:	
	Reference Project Contract Number(s):	
	Reference Project Contract Award Date:	Class of ship (i.e. Halifax):
	Date delivered ship was certified for operational use:	Length of Ship in meters:
	Government Customer:	
	Role of Respondent in Project: <input type="checkbox"/> Contractor for delivering a Surface Combatant OR <input type="checkbox"/> Subcontractor to a prime contractor for delivering a Surface Combatant	
	The Respondent developed a: <input type="checkbox"/> Preliminary Design for the ship	
	2.1.1 The Respondent's Preliminary Design incorporated all of the following features: <ul style="list-style-type: none"> <input type="checkbox"/> 2.1.1.1 Surface to air missiles complete with control system; <input type="checkbox"/> 2.1.1.2 Surface to surface missiles complete with control system; <input type="checkbox"/> 2.1.1.3 Gun 57mm or larger with control system ; <input type="checkbox"/> 2.1.1.4 Fire control system supporting the surface to air and surface to surface missiles and the gun system; <input type="checkbox"/> 2.1.1.5 Long range and/or medium range radar, and interrogation friend-or-foe (IFF) systems to support surveillance and missile/gun complete with control system; <input type="checkbox"/> 2.1.1.6 Hull mounted sonar or towed sonar array; <input type="checkbox"/> 2.1.1.7 Torpedoes with the handling system; <input type="checkbox"/> 2.1.1.8 Hangar and flight deck for at least one maritime helicopter 	
Project Client Reference: The reference must be able to confirm the Respondent was responsible for the work identified above.		
Contact Information Primary		
Name		
Title		
Phone		
Email		
Contact Information Secondary		
Name		
Title		
Phone		
Email		

Annex C Standard Instructions

SACC 2003 Standard Instructions 2015-07-03 amended

01 Deleted

02 (2012-03-02) Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

03 (2007-05-25) Standard Instructions, Clauses and Conditions

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

04 Deleted

05 (2014-09-25) Submission of Bids

1. Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 17.
2. It is the Bidder's responsibility to:
 - a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
 - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
 - c. submit by closing date and time a complete bid;
 - d. send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and

related instructions for bids transmitted by facsimile are provided in section 08;

- e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
 - f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
3. Canada will make available the RFRE and all related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. . Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.
 4. Deleted
 5. Bid documents and supporting information may be submitted in either English or French.
 6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the [Access to Information Act](#) (R.S. 1985, c. A-1) and the [Privacy Act](#) (R.S., 1985, c. P-21).
 7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
 8. A bid cannot be assigned or transferred in whole or in part.

06 (2007-05-25) Late Bids

PWGSC will return bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

07 (2012-03-02) Delayed Bids

1. A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can

prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed

2. bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - a. a CPC cancellation date stamp; or
 - b. a CPC Priority Courier bill of lading; or
 - c. a CPC Xpresspost label

that clearly indicates that the bid was mailed before the bid closing date.

2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.
3. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

08 (2012-03-02) Transmission by Facsimile -deleted

09 (2010-10-07) Customs Clearance

It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under section 07.

10 (2007-05-25) Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

11 (2007-11-30) Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;

- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

12 (2014-09-25) Rejection of Bid

- 1. Canada may reject a bid where any of the following circumstances is present:
 - a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
 - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;

- ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
 - a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
 - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

13 (2014-03-01) Communications - Solicitation Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS). For further information, consult subsection 3 of the Submission of Bids section.

14 (2007-11-30) Price Justification –deleted

15 (2007-05-25) Bid Costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

16 (2008-05-12) Conduct of Evaluation

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
 - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c. request, before award of any contract, specific information with respect to bidders' legal status;
 - d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
 - e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
 - f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - g. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

17 (2010-01-11) Joint Venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;

- c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

18 (2012-03-02) Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of

interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

19 (2007-11-30) Entire Requirement

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

20 (2007-11-30) Further Information

1. For further information, bidders may contact the Contracting Authority identified in the bid solicitation.
2. For bid solicitations issued out of PWGSC headquarters, enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-956-3370. For bid solicitations issued out of PWGSC regional offices, enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation