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K1A 0S5

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## SOLICITATION AMENDMENT

## MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

### Comments - Commentaires

### Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Electronics, Simulators and Defence Systems Div.  
/Division des systèmes électroniques et des systèmes de  
simulation et de défense  
11 Laurier St. / 11, rue Laurier  
8C2, Place du Portage  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> Underwater Warfare Suite Upgrade	
<b>Solicitation No. - N° de l'invitation</b> W8472-135462/C	<b>Amendment No. - N° modif.</b> 006
<b>Client Reference No. - N° de référence du client</b> W8472-135462	<b>Date</b> 2017-05-25
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QF-101-26284	
<b>File No. - N° de dossier</b> 101qf.W8472-135462	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-07-07</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Michael Rancourt	<b>Buyer Id - Id de l'acheteur</b> 101qf
<b>Telephone No. - N° de téléphone</b> (819) 420-1734 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5650
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See Herein	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

This solicitation amendment 6 is to respond to bidder questions.

### Question 1

Reference: Volume 3 Resulting In-service Support Contract, Article 7 – Contract Period.

To ensure consistency between the related Schedule A paragraph 2 (specifically subparagraph 2.1) and the Performance Work Statement PWS-175 paragraph 1.2.4 and PWS-176 paragraph 1.2.5 for ISS, we request an update to Volume 3 paragraph 7.1 (b) to define the duration of the "Initial Contract Period" as 6 years.

We suggest the following updated language: "(b) The "Initial Contract Period", which begins twelve (12) months prior to completion of the first full ship installation under contract W8472-135462/001/qf and ends six (6) years later".

Answer:

DELETE      Volume 3 Resulting In-service Support Contract, Article 7.1 (b), in its entirety; and

REPLACE      the above-mentioned deleted Article with the following:

- b)      The "Initial Contract Period", which begins twelve (12) months prior to completion of the first full ship installation under contract W8472-135462/001/qf and ends six (6) years later.

### Question 2

Reference: Volume 2 Resulting Acquisition Contract, Article 6, Term of Contract.

Within Volume 2 (Resulting Contract) we request the insertion of the contractual 'period of the contract' in order to assist with schedule planning and assessment of contract close-out and the transition to the ISS contract.

We recommend the insertion of Standard Acquisition Clauses and Conditions (SACC) Manual number A9022C listing the desired 'end date of the period'.

Answer:

DELETE      Volume 2 Article 6 title, Term of Contract, in its entirety, and

REPLACE the above-mentioned deleted Article with the following:

**6. Term of Contract**

**6.1 Period of the Contract**

The Period of the Contract is from contract award, and will end upon completion of Milestone 41 within nine (9) years after contract award.

**6.2 Delivery and Installation Dates**

**6.2.1 Delivery and Installation**

For Schedule A UWSU Acquisition Pricing Article 2, items N°1, N°4 through N°9 and should the options be exercised, Schedule A Article 3 item N°1 through N°3:

The Contractor must have each UWSS, SBT and FFBNW ready for delivery as early as April first (1<sup>st</sup>) of the installation year (April to March) identified in Annex B Statement of Work Appendix 3, UWSU Implementation Schedule.

For each installation, the Project Authority will provide the firm delivery date to the Contractor, three (3) months prior to the scheduled installation date, within the specified installation year identified in Annex B Statement of Work Appendix 3, UWSU Implementation Schedule, or as agreed to between Canada and the Contractor during the implementation phase.

For planning purposes, Canada will provide updated ship installation schedules in April of each Contract year. Should a ship, or SBT facility not be available for installation in the year specified in Annex B Statement of Work Appendix 3, UWSU Implementation Schedule, starting the first day of the next installation year (April 1), Canada will choose to either take possession and store each UWSS, SBT and FFBNW, or choose to have the Contractor store each UWSS, SBT and FFBNW at the daily storage fees provided in Schedule A, UWSU Acquisition Pricing Article 5 Firm Lot Prices for Contractor Daily UWSU System Storage Fees, until the UWSS, SBT or FFBNW is delivered to the ship yard or SBT facility.

**6.2.2 Delivery of Contract Reports and Publication Deliverables (Including Manuals)**

For Schedule A UWSU Acquisition Pricing Article 2, items N°2 and N°3:

All contract reports and publication deliverables (including manuals), must be delivered in accordance with Annex B Appendix 1, Contract Data Requirements List.

**6.2.3 Delivery of Operator and Maintainer Initial Cadre Training**

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For Schedule A UWSU Acquisition Pricing Article 2, items N°10 and N°11, and should the options be exercised, Schedule A Article 3, items N°4 and N°5:  
Operator and Maintainer Initial Cadre Training must be conducted and completed prior to the commencement of the first Harbour Acceptance Test, but after acceptance of the first the installed Shore-based UWSU Systems. Specific training dates will be agreed upon between Canada and the Contractor.

#### 6.1.4 Tools and Test Equipment / Initial Spares

For Schedule A UWSU Acquisition Pricing Article 2, items N°12 and N°14:

Delivery of Tools, Test Equipment and Initial Spares must be completed prior to each site installation. Specific delivery dates will be agreed upon between Canada and the Contractor.

#### 6.1.5 Collaborative Environment

The collaborative environment must be available for use prior to the commencement of the contract kickoff meeting.

### Question 3

Reference: Volume 1, Annex D, Appendix 1 - Compliance Matrix Mandatory Requirements, paragraph 1.2.2.6.

In Volume 1, Annex D, Appendix 1, paragraph 1.2.2.6, CANADA has requested that the Security Engineer be qualified as Certified Information Systems Security Professional (CISSP). This is not normally a requirement for engineers executing security engineering work within the defence industry and will disqualify senior personnel with the required security engineering experience and expertise. Canada is requested to remove the CISSP requirement, or alternately mandate bidders to ensure the named candidate has this certification within 3 months of contract award.

Answer:

The CISSP requirement has existed within the draft RFP documents since the early draft stages and was not earlier questioned. CISSP is fairly standard within industry for security related work and having the qualification impacts the manner in which personnel approach planning and solution considerations for security related matters. The requirement remains unchanged.

### Question 4

Reference: Volume 2, Annex B Statement of Work, Articles 7.6.1.5 & 7.6.1.6

1. What does "assist" Canada mean? Will the contractor do the Training Needs Analysis (TNA) under the supervision of Canada? Will Contractor produce the report or is the contractor expected to have a person available to provide input into the product?
2. In the development of the TNA, will Canada provide the Qualification and Standard Plans (QSP) or will the contractor be required to produce them. It states that contractor will develop the Enabling Objectives and Performance Objectives but no mention of QSP.
3. Is the TNA being based on equipment or based on personnel. The Arctic and Offshore Patrol Ship project is using personnel but other projects use equipment based TNAs.

Answer:

Canada will be responsible for the TNA and QSPs. The contractor will be responsible to provide assistance to Canada for the TNA, in terms of content details related to the contractor's solutions to requirements. The contractor is not required to produce the TNA and QSPs. Canada will be responsible for the TNA in terms of any needs for it to be based on personnel and equipment.

## Question 5

Reference: Volume 2 Annex C System Requirements Document, 3.12 Support, Tools and Test Equipment Requirements.

Observation: The UWSU Acquisition Resulting Contract, Schedule A – UWSU Acquisition Pricing, Items 4 and 6 (Shore Based Systems), required the delivery of shore-based systems to the Fleet Maintenance Facility (1 x East, 1 X West) as defined in Annex B SOW and Annex C SRD.

There is no reference to the Fleet Maintenance Facility (FMF) in Volume 2, Annex B Statement of Work (Acquisition). However, Annex C SRD, Paragraph 3.1.2.1 (a) STATES "The UWSSs must come supplied with all necessary ancillary hardware, software and documentation, and applicable upgrades, to provide support for the UWSS, including: (a) two (2) systems for maintenance at the Fleet Maintenance Facilities in full accordance with SRD Section 3.12;"

SRD Section 3.12 Support, Tools and Test Equipment Requirements, specifies under 3.12.2 "The support, tools and test equipment provided with the UWSS must provide full second-line maintenance support of the USC wet-end sensors, namely: (a) the TAPS towed system, including all acoustic and non-acoustic sensors down to the LRU level, tow cables and connectors, and onboard handling and stowage systems; (b) the HMS sensor system, including all acoustic sensors down to the LRU level, cables and connectors, and onboard handling and stowage systems; and (c) the hull mounted TORSIC sensor system, including all acoustic sensors down to the LRU level, cables and connectors, and onboard handling and stowage systems.

Question: If the Contractor implements a 1st to 3rd maintenance support concept for the UWSS, will there still be a requirement to equip the FMF 2nd line facility with support tools and test equipment as specified under SRD Section 3.12. Canada should consider rewording SRD 3.12 to state that this is applicable only for that maintenance of the UWSS that is planned to be conducted at 2nd line Fleet Maintenance Facility. This would be the most cost effective approach for maintaining the TAPS, HMS Sensor Systems and TORSIC systems delivered under the UWSU program.

Answer:

The text at SRD section 3.12 is valid as worded in terms of the requirement to equip the FMFs for 2nd level. The following are some changes to further clarify.

*Changes to Volume 2, Annex B – Statement of Work – Acquisition:*

- 1) INSERT the new Article 5.6.5.5 (SOWP-1325), under the existing Article 5.6.5.4 (SOWP-1044):

ID		Requirement Type
SOWP-1325	5.6.5.5 The Contractor must deliver the Support Tools and Test equipment in accordance with the requirements called up in SRD section 3.12	Mandatory

- 2) INSERT the new Article 7.1.3.1 (SOWP-1326), under the existing Article 7.1.3 (SOWP-292):

ID		Requirement Type
SOWP-1326	7.1.3.1 Derived Preventative and Corrective Maintenance and ILS related activities and tasks must be guided by the concept of support from the Performance Work Statement In-Service Support, Volume 3 Annex B, and include aspects of support for each of level 1 (by ship staff), level 2 (by the FMFs) and level 3 (by contractor).	Mandatory

- 3) INSERT the new Article 7.1.4(e) (SOWP-1327), under the existing Article 7.1.4(d) (SOWP-299):

ID		Requirement Type
SOWP-1327	(e) Identification of Preventative and Corrective Maintenance and ILS related activities and tasks that will be conducted as level 1, level 2, and level 3.	Mandatory

*Changes to Volume 2, Annex B, Appendix 2 – Data Items Description:*

- 4) DELETE Volume 2 Annex B Appendix 2 – Data Item Descriptions UWSU DID-ILS-005, Article 10.3.1 (d), in its entirety, and  
REPLACE the above-mentioned deleted Article with the following:

- d. Maintenance Task Analysis (MTA): Which includes a concept of support as identified in SOWP 7.1.3.1 that identifies the levels of maintenance, human resources, skills, tools, test equipment, facilities, and documentation necessary to undertake the PdM, preventive maintenance, and corrective maintenance identified in the RCMA;

Changes to Volume1, Annex D, Appendix 9 – Compliance Matrix – Statement of Work:

- 5) INSERT the new Article 5.6.5.5 (SOWP-1325), under the existing Article 5.6.5.4 (SOWP-1044):

ID		Requirement Type	Compliance Demonstration Method	Bidder's Response	Evaluation of Bidder's Response	Compliant (Y/N)
SOWP-1325	5.6.5.5 The Contractor must deliver the Support Tools and Test equipment in accordance with the requirements called up in SRD section 3.12	Mandatory	A			

- 6) INSERT the new Article 7.1.3.1 (SOWP-1326), under the existing Article 7.1.3 (SOWP-292):

ID		Requirement Type	Compliance Demonstration Method	Bidder's Response	Evaluation of Bidder's Response	Compliant (Y/N)
SOWP-1326	7.1.3.1 Derived Preventative and Corrective Maintenance and ILS related activities and tasks must be guided by the concept of support from the Performance Work Statement In-Service Support, Volume 3 Annex B, and include aspects of support for each of level 1 (by ship staff), level 2 (by the FMFs) and level 3 (by contractor).	Mandatory	A			

- 7) INSERT the new Article 7.1.4(e) (SOWP-1327), under the existing Article 7.1.4(d) (SOWP-299):

ID		Requirement Type	Compliance Demonstration Method	Bidder's Response	Evaluation of Bidder's Response	Compliant (Y/N)
SOWP-1327	(e) Identification of Preventative and Corrective Maintenance and ILS related activities and tasks that will be conducted as level 1, level 2, and level 3.	Mandatory	D			



Question 6

Reference: Volume 1, Annex D, Appendix 1, paragraph Article 1.2.2.6

In Volume 1, Annex D, Appendix 1, paragraph 1.2.2.6, CANADA has requested that the Security Engineer be a qualified Professional Engineer (implies a P.Eng certification). This is not normally a requirement for engineers executing security engineering work within the defence industry and will disqualify senior personnel with the required security engineering experience and expertise. CANADA is requested to remove the Professional Engineer requirement, or alternately mandate bidders to ensure the named candidate has this certification within 3 months of contract award.

Answer:

- 1) DELETE      Volume 1 Annex D Appendix 1 - Compliance Matrix Mandatory Requirements, MR-45, (Article 1.2.2.6) and MR-46 (Article 1.2.2.6a) in its entirety, and

REPLACE    the above-mentioned deleted Article with the following:

ID		Requirement Type	RFP Reference	Compliance Demonstration Method	Bidder's Response	Evaluation of Bidder's Response	Compliant (Y/N)
MR-45	1.2.2.6 The bid must include a resumé for the Bid Team's Senior Systems Security Engineer to be responsible for the Project Systems Security Engineering that demonstrates that the Senior Systems Security Engineer has the following qualifications:	Mandatory	Volume 2 Annex B - Statement of Work (Acquisition)	D			
MR-46	(a) has a university degree in Computer, Electrical, Software or Systems Engineering from a recognized institution with ten or more years of experience, as of date of bid closing, at the senior level (i.e. with managerial and supervisory responsibilities) and with background in Security Engineering; and	Mandatory		D			

Question 7

Reference: Volume 1 Annex A - Appendix 1 Acquisition and In-Service Support Financial Calculation, Article 3.4.2, Firm Mark-up Rates



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The 12 formulas for "Mark-up Subtotals" for ISS Material and R&O Material include the material markup of the bidder as well as the "Material Costs for Tasks". Is this the intent of the ISS pricing matrix or should the 12 formulas be modified to only subtotal the contractor material markup? Please note that the "Vol 2 Acquisition Fin Eval" tab evaluation of material markup only includes material markup.

Answer:

It is Canada's intent to include the material markup of the bidder as well as material costs for both the Acquisition and In-Service Support financial calculation for Firm Mark-up Rates. A new version of Volume 1, Appendix 1 to Annex A reflecting the following changes has been uploaded to the buyandsell website and can be found under the "Attachments" section of the Tender page.

DELETE      Volume 1, Appendix 1 to Annex A "Vol 2 Acquisition Fin Eval" tab, Article 4(b) - Firm Mark-Up Rates, in its entirety; and

REPLACE    the above-mentioned deleted Article with the following:

b) Firm Mark-Up Rates

Rate	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Material Mark-up Rate	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Cost of Material	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
Total Mark-up	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Total Cost / year	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00
Subtotal											\$1,666,500.00

Rate	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Contractor Mark-up Rate	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Cost of Material	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
Total Mark-up	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Total Cost / year	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00
Subtotal											\$1,666,500.00

Rate	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Subcontractor Mark-up Rate	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Cost of Material	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
Total Mark-up	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Total Cost / year	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00	\$151,500.00
Subtotal											\$1,666,500.00

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Total Cost of Article 4b - Task Authorizations (Firm Mark-Up Rates)		\$4,999,500.00
Total Evaluated Cost of Article 4		\$5,008,575.00

## Clarification 1

Reference: Volume 1, Article 3.1.2

DELETE Volume 1 Article 3.1.2 in its entirety, and

REPLACE the above-mentioned deleted Article with the following:

3.1.2 If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

In case of a conflict, the hard copy will take precedence over the soft copy. However, when whole words, sentences, paragraphs or pages are missing from the hard copy but are found in the soft copy, the bidder will be asked if the additional words, sentences, paragraphs or pages were intended to be included in the hard copy and given a time period to respond. If the bidder confirms within the time period that the additional words, sentences, paragraphs or pages were intended to be included in the hard copy, they will be considered for evaluation purposes.

## Clarification 2

Reference: Volume 2, Article 5 Security Requirements, and Volume 3 Article 6 Security Requirements.

1) INSERT the new Volume 2 Article 5.1 Foreign Contractor Security Requirements, under the existing Article 5, Security Requirements.

### 5.1 Foreign Contractor Security Requirements

The **Contractor / Offeror / Subcontractor** must be from a country with which Canada has an international bilateral industrial security instrument or will have such an instrument with Canada by the end of the bidding period. The Contract Security Program (CSP) has international bilateral industrial security instruments with the countries listed on the following PWGSC website: <http://www.fpsgc-pwgsc.gc.ca/esc-src/international-eng.html>

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

1. The Foreign recipient **Contractor / Offeror / Subcontractor** shall, at all times during the performance of the **Contract / Standing Offer / Subcontract**, hold a valid Facility Security Clearance (FSC), issued by the National Security Authority (NSA) or Designated Security Authority (DSA) of the supplier's country, at the equivalent level of **NATO SECRET**, and hold an approved Document Safeguarding Capability Clearance at the level of **NATO SECRET** and an authorization to produce (manufacture, and/or repair, and/or modify or otherwise work on) material or equipment at the Foreign recipient **Contractor / Offeror / Subcontractor** sites, at the level of **NATO SECRET**, issued by the National Security Authority (NSA) or Designated Security Authority (DSA) for industrial security of **the supplier's country** in accordance with the national policies of **the supplier's country**.
2. All **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets provided or generated under this **Contract / Standing Offer / Subcontract** will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the **Contract / Standing Offer / Subcontract**, in accordance with the national policies of **the supplier's country**.
3. The Foreign recipient **Contractor / Offeror / Subcontractor** shall provide the **NATO, FOREIGN CLASSIFIED and 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 National Security Authority (NSA) or Designated Security Authority (DSA) of **the supplier's country**.
4. All **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets provided to the Foreign recipient **Contractor / Offeror / Subcontractor** pursuant to this **Contract / Standing Offer / Subcontract** 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**.
5. The Foreign recipient **Contractor / Offeror / Subcontractor** shall, at all times during the performance of this **Contract / Standing Offer / Subcontract**, ensure the transfer of **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets be facilitated in accordance with the national policies of the suppliers country, and in compliance with the provisions of the Bilateral Industrial Security Instrument between the **supplier's country** and Canada.
6. 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, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets furnished or produced pursuant to this **Contract / Standing Offer / Subcontract**, including all **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets released to and/or produced by its subcontractors.
7. Throughout the duration of this **Contract / Standing Offer / Subcontract**, 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 (NSA) all cases in which it is known or there is reason to suspect that Canadian Controlled Good, furnished or generated pursuant to this **Contract / Standing**

**Offer / Subcontract** 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 / Standing Offer / Subcontract**. The *Defence Production Act* defines Canadian Controlled Goods (S.35).

8. The **Contract / Standing Offer / Subcontract** 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 / Offeror / Subcontractor** is required to become a certified contractor in the US/Canada Joint Certification Program (JCP).
9. 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 / Standing Offer / Subcontract**, must be a citizen of **Australia, New Zealand, Belgium, Denmark, France, Germany, Italy, Netherlands, Norway, United States, United Kingdom, and / or a Canadian citizen and/ or a Permanent Resident of Canada**, and must each hold a valid personnel security screening at the level of **SECRET**, as required, granted or approved by their respective country National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the national policies of **the supplier's country**.
10. Such **FOREIGN 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 / Standing Offer / Subcontract**, must be a citizen of **the United States, the United Kingdom, Australia and/or New Zealand, and / or a Canadian citizen**, and must each hold a valid personnel security screening at the level of **SECRET**, as required, granted or approved by their respective country National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the national policies of **the supplier's country**.
11. 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/ Standing Offer / Subcontract**, must be a citizen of **a NATO member country, or a permanent resident of Canada**, and must each hold a valid personnel security screening at the level of **NATO CONFIDENTIAL or NATO SECRET**, as required, granted or approved by their NSA/DSA, in accordance with the national policies of **the supplier's country**. **No NATO information will be released to non-NATO countries unless approved by the Canadian DSA**.
12. 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**.
13. The Foreign recipient **Contractor / Offeror / Subcontractor** personnel requiring access to **NATO UNCLASSIFIED** information/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/assets are not releasable to third parties and that the "need to know" principle is applied to personnel accessing this information/asset. 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/assets, has a requirement for access to, knowledge of, or possession of the **NATO UNCLASSIFIED** information/assets, in order to perform the services and tasks required pursuant to the **Contract / Standing Offer / Subcontract**. **Contracts / Standing Offers / Subcontracts**, which contain **NATO UNCLASSIFIED** requirements are NOT to be awarded without the prior written permission of the Canadian DSA.

14. The Foreign recipient **Contractor / Offeror / Subcontractor** personnel requiring access to **NATO CONFIDENTIAL or above** information/assets and/or sensitive work sites shall hold a valid personnel security screening at the level of **NATO CONFIDENTIAL or SECRET**, have been properly cleared, briefed and approved by the respective delegated NATO responsible security authority.
15. **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets provided or generated pursuant to this **Contract / Standing Offer / Subcontract** shall not be further provided to a third party Foreign recipient Subcontractor unless:
  - a. written assurance is obtained from the third-party Foreign recipient's National Security Authority (NSA) or Designated Security Authority (DSA) to the effect that the third-party Foreign recipient Subcontractor has been approved for access to **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets by the third-party Foreign recipient's NSA/DSA; and
  - b. written consent is obtained from the NSA/DSA of the **supplier's country**, if the third-party Foreign recipient Subcontractor is located in a third country.
16. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of their respective National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the national policies of the **supplier's country**.
17. The Foreign recipient **Contractor / Offeror / Subcontractor** MUST NOT utilize its Information Technology systems to electronically process, produce, or store on a computer system and transfer via an IT link any **CANADA PROTECTED** information/assets until the National Security Authority (NSA) or Designated Security Authority (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 **PROTECTED B**.
18. The Foreign recipient **Contractor / Offeror / Subcontractor** MUST NOT utilize its Information Technology systems to electronically process, produce, or store on a computer system **NATO and Canada CLASSIFIED** information/assets until the National Security Authority (NSA) or Designated Security Authority (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 and NATO SECRET**.



19. The Foreign recipient **Contractor / Offeror / Subcontractor** shall not use the **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets for any purpose other than for the performance of the **Contract / Standing Offer / Subcontract** without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.

20. The Foreign recipient **Contractor / Offeror / Subcontractor** visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to Canada's Designated Security Authority (DSA) through their respective National Security Authority (NSA) or Designated Security Authority (DSA).

21. The Foreign recipient **Contractor / Offeror / Subcontractor** shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets pursuant to this **Contract / Standing Offer / Subcontract** has been compromised.

22. The Foreign recipient **Contractor / Offeror / Subcontractor** shall immediately report to its respective National Security Authority (NSA) or Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets accessed by the Foreign recipient **Contractor / Offeror / Subcontractor**, pursuant this **Contract / Standing Offer / Subcontract**, have been lost or disclosed to unauthorized persons.

23. The Foreign recipient **Contractor / Offeror / Subcontractor** shall not disclose **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/ Designated Security Authority (NSA/DSA).

24. The Foreign recipient **Contractor / Offeror / Subcontractor** shall comply with the provisions of the International bilateral industrial security instrument between **the supplier's country** and Canada, in relation to equivalencies.

25. The Foreign recipient **Contractor / Offeror / Subcontractor** must comply with the provisions of the Security Requirements Check List attached at Annex A.

26. In the event that a Foreign recipient **Contractor / Offeror / Subcontractor** is chosen as a supplier for this Contract, subsequent Country-Specific Foreign security requirement clauses shall be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

2) INSERT the new Volume 3 Article 6.1 Foreign Contractor Security Requirements, under the existing Article 6, Security Requirements.

6.1 Foreign Contractor Security Requirements

The **Contractor / Offeror / Subcontractor** must be from a country with which Canada has an international bilateral industrial security instrument or will have such an instrument with Canada by the end of the bidding period. The Contract Security Program (CSP) has international bilateral industrial security instruments with the countries listed on the following PWGSC website: <http://www.fpsgc-pwgsc.gc.ca/esc-src/international-eng.html>

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

1. The Foreign recipient **Contractor / Offeror / Subcontractor** shall, at all times during the performance of the **Contract / Standing Offer / Subcontract**, hold a valid Facility Security Clearance (FSC), issued by the National Security Authority (NSA) or Designated Security Authority (DSA) of the supplier's country, at the equivalent level of **NATO SECRET**, and hold an approved Document Safeguarding Capability Clearance at the level of **NATO SECRET** and an authorization to produce (manufacture, and/or repair, and/or modify or otherwise work on) material or equipment at the Foreign recipient **Contractor / Offeror / Subcontractor** sites, at the level of **NATO SECRET**, issued by the National Security Authority (NSA) or Designated Security Authority (DSA) for industrial security of **the supplier's country** in accordance with the national policies of **the supplier's country**.
2. All **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets provided or generated under this **Contract / Standing Offer / Subcontract** will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the **Contract / Standing Offer / Subcontract**, in accordance with the national policies of **the supplier's country**.
3. The Foreign recipient **Contractor / Offeror / Subcontractor** shall provide the **NATO, FOREIGN CLASSIFIED and 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 National Security Authority (NSA) or Designated Security Authority (DSA) of **the supplier's country**.
4. All **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets provided to the Foreign recipient **Contractor / Offeror / Subcontractor** pursuant to this **Contract / Standing Offer / Subcontract** 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**.
5. The Foreign recipient **Contractor / Offeror / Subcontractor** shall, at all times during the performance of this **Contract / Standing Offer / Subcontract**, ensure the transfer of **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets be facilitated in accordance with the national policies of the suppliers country, and in compliance with the provisions of the Bilateral Industrial Security Instrument between the **supplier's country** and Canada.
6. 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, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED**



information/assets furnished or produced pursuant to this **Contract / Standing Offer / Subcontract**, including all **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets released to and/or produced by its subcontractors.

7. Throughout the duration of this **Contract / Standing Offer / Subcontract**, 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 (NSA) all cases in which it is known or there is reason to suspect that Canadian Controlled Good, furnished or generated pursuant to this **Contract / Standing Offer / Subcontract** 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 / Standing Offer / Subcontract**. The *Defence Production Act* defines Canadian Controlled Goods (S.35).
8. The **Contract / Standing Offer / Subcontract** 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 / Offeror / Subcontractor** is required to become a certified contractor in the US/Canada Joint Certification Program (JCP).
9. 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 / Standing Offer / Subcontract**, must be a citizen of **Australia, New Zealand, Belgium, Denmark, France, Germany, Italy, Netherlands, Norway, United States, United Kingdom, and / or a Canadian citizen and/ or a Permanent Resident of Canada**, and must each hold a valid personnel security screening at the level of **SECRET**, as required, granted or approved by their respective country National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the national policies of **the supplier's country**.
10. Such **FOREIGN 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 / Standing Offer / Subcontract**, must be a citizen of **the United States, the United Kingdom, Australia and/or New Zealand, and / or a Canadian citizen**, and must each hold a valid personnel security screening at the level of **SECRET**, as required, granted or approved by their respective country National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the national policies of **the supplier's country**.
11. 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/ Standing Offer / Subcontract**, must be a citizen of a **NATO member country, or a permanent resident of Canada**, and must each hold a valid personnel security screening at the level of **NATO CONFIDENTIAL or NATO SECRET**, as required, granted or approved by their NSA/DSA, in accordance with the national policies of the supplier's country. **No NATO information will be released to non-NATO countries unless approved by the Canadian DSA.**

12. 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**.
13. The Foreign recipient **Contractor / Offeror / Subcontractor** personnel requiring access to **NATO UNCLASSIFIED** information/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/assets are not releasable to third parties and that the "need to know" principle is applied to personnel accessing this information/asset. 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/assets, has a requirement for access to, knowledge of, or possession of the **NATO UNCLASSIFIED** information/assets, in order to perform the services and tasks required pursuant to the **Contract / Standing Offer / Subcontract**. **Contracts / Standing Offers / Subcontracts**, which contain **NATO UNCLASSIFIED** requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
14. The Foreign recipient **Contractor / Offeror / Subcontractor** personnel requiring access to **NATO CONFIDENTIAL** or above information/assets and/or sensitive work sites shall hold a valid personnel security screening at the level of **NATO CONFIDENTIAL** or **SECRET**, have been properly cleared, briefed and approved by the respective delegated NATO responsible security authority.
15. **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets provided or generated pursuant to this **Contract / Standing Offer / Subcontract** shall not be further provided to a third party Foreign recipient Subcontractor unless:
- written assurance is obtained from the third-party Foreign recipient's National Security Authority (NSA) or Designated Security Authority (DSA) to the effect that the third-party Foreign recipient Subcontractor has been approved for access to **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets by the third-party Foreign recipient's NSA/DSA; and
  - 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.
16. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of their respective National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the national policies of **the supplier's country**.
17. The Foreign recipient **Contractor / Offeror / Subcontractor** MUST NOT utilize its Information Technology systems to electronically process, produce, or store on a computer system and **transfer via an IT link** any **CANADA PROTECTED** information/assets until the National Security Authority (NSA) or Designated Security Authority (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 **PROTECTED B**.

18. The Foreign recipient **Contractor / Offeror / Subcontractor** MUST NOT utilize its Information Technology systems to electronically process, produce, or store on a computer system **NATO and Canada CLASSIFIED** information/assets until the National Security Authority (NSA) or Designated Security Authority (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 and NATO SECRET**.
19. The Foreign recipient **Contractor / Offeror / Subcontractor** shall not use the **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets for any purpose other than for the performance of the **Contract / Standing Offer / Subcontract** without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
20. The Foreign recipient **Contractor / Offeror / Subcontractor** visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to Canada's Designated Security Authority (DSA) through their respective National Security Authority (NSA) or Designated Security Authority (DSA).
21. The Foreign recipient **Contractor / Offeror / Subcontractor** shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets pursuant to this **Contract / Standing Offer / Subcontract** has been compromised.
22. The Foreign recipient **Contractor / Offeror / Subcontractor** shall immediately report to its respective National Security Authority (NSA) or Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets accessed by the Foreign recipient **Contractor / Offeror / Subcontractor**, pursuant to this **Contract / Standing Offer / Subcontract**, have been lost or disclosed to unauthorized persons.
23. The Foreign recipient **Contractor / Offeror / Subcontractor** shall not disclose **NATO, FOREIGN CLASSIFIED and CANADA PROTECTED / CLASSIFIED** information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/ Designated Security Authority (NSA/DSA).
24. The Foreign recipient **Contractor / Offeror / Subcontractor** shall comply with the provisions of the International bilateral industrial security instrument between **the supplier's country** and Canada, in relation to equivalencies.
25. The Foreign recipient **Contractor / Offeror / Subcontractor** must comply with the provisions of the Security Requirements Check List attached at Annex A.

26. In the event that a Foreign recipient **Contractor / Offeror / Subcontractor** is chosen as a supplier for this Contract, subsequent Country-Specific Foreign security requirement clauses shall be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

### Clarification 3

Reference: Volume 1, Article 3.1.2

DELETE      Volume 2 Article 12.1 - ISO 9001:2008 Quality Management Systems - Requirements (QAC Q), in its entirety, and

REPLACE    the above-mentioned deleted Article with the following:

12.1    ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:  
ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.

Assistance for Government Quality Assurance (GQA)

The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR must have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the QAR determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.

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The Contractor must notify the QAR of non-conforming product received from a subcontractor when the product has been subject to GQA.

Additionally, the design, development or maintenance must include software quality assurance processes in accordance with ISO/IEC 33001:2015 and the ISO/IEC 330xx family of technical standards documents for the computer software development process and related business management functions.

END