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**Bid Receiving - PWGSC / Réception des soumissions -
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Core 0B2 / Noyau 0B2

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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

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

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Consultant Services Division/Division des services
d'experts-conseils
L'Esplanade Laurier
4th floor, East Tower
140 O'Connor Street
Ottawa
Ontario
K1A 0S5

Title - Sujet Operations Centre Project	
Solicitation No. - N° de l'invitation EJ078-190917/A	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client 20190917	Date 2019-02-07
GETS Reference No. - N° de référence de SEAG PW-\$\$FE-180-76181	
File No. - N° de dossier fe180.EJ078-190917	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-02-20	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Naufal, Matthew	Buyer Id - Id de l'acheteur fe180
Telephone No. - N° de téléphone (613) 296-9346 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

Request for Proposal
Solicitation Amendment 3

CHANGE 4

At Request For Proposal, SC1 Security Requirements

DELETE:

SC1 Security Requirements in its entirety.

REPLACE WITH:

SC1 SECURITY REQUIREMENT

1. The following security requirement (SRCL and related clauses) applies and form part of the Agreement.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # EJ078-190917

The Consultant must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET with approved Document Safeguarding and Production Capabilities at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Consultant personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CISD/PWGSC.

The Consultant 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 SECRET.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Consultant must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Appendix E;
- (b) *Industrial Security Manual* (Latest Edition).

2. Consultant's Site or Premises Requiring Safeguard Measures

The Consultant must diligently maintain up-to-date, the information related to the Consultant's site or premises, where safeguard measures are required in the performance of the Services, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory

Postal Code

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

All **CANADA CLASSIFIED** information/assets, furnished to the Foreign recipient **Consultant / Subconsultant**, shall be safeguarded as follows:

1. The Foreign recipient **Consultant / Subconsultant** shall, at all times during the performance of the **Contract / 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 **SECRET**, and hold an approved Document Safeguarding Capability Clearance at the level of **SECRET** and an authorization to produce (manufacture, and/or repair, and/or modify or otherwise work on) material or equipment at the Foreign recipient **Subcontractor** sites, at the level of **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 **CANADA CLASSIFIED** information/assets provided or generated under this **Contract / Subcontract** will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the **Contract / Subcontract**, in accordance with the national policies of **the supplier's country**.
3. The Foreign recipient **Consultant / Subconsultant** shall provide the **CANADA 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 **CANADA CLASSIFIED** information/assets provided to the Foreign recipient **Consultant / Subconsultant** pursuant to this **Contract / Subcontract** by the Government of Canada, shall be marked by the Foreign recipient **Consultant / Subconsultant** 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 **Consultant / Subconsultant** shall, at all times during the performance of this **Contract / Subcontract**, ensure the transfer of **CANADA CLASSIFIED** information/assets 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.
6. Upon completion of the work, the Foreign recipient **Consultant / Subconsultant** shall return to the Government of Canada, via government-to-government channels, all **CANADA CLASSIFIED** information/assets furnished or produced pursuant to this **Contract / Subcontract**, including all **CANADA CLASSIFIED** information/assets released to and/or produced by its subcontractors.
7. **CANADA CLASSIFIED** information/assets shall be released only to Foreign recipient **Consultant / Subconsultant** personnel, who have a need-to-know for the performance of the **Contract / Subcontract** and who have a Personnel Security Clearance at the level of **SECRET**, granted by their respective National Security Authority (NSA) or Designated Security Authority (DSA) of **the supplier's country**, in accordance with national policies of **the supplier's country**.
8. **CANADA CLASSIFIED** information/assets provided or generated pursuant to this **Contract / Subcontract** shall not be further provided to a third party Foreign recipient Subcontractor unless:
 - a. written assurance is obtained from the third-party Foreign recipient's National Security Authority (NSA) or Designated Security Authority (DSA) to the effect that the third-party Foreign

recipient Subcontractor has been approved for access to **CANADA CLASSIFIED** information/assets by the third-party Foreign recipient's NSA/DSA; and

b. written consent is obtained from the NSA/DSA of **the supplier's country**, if the third-party Foreign recipient Subcontractor is located in a third country.

9. 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 **the supplier's country**.
10. The Foreign recipient **Consultant / Subconsultant** MUST NOT utilize its Information Technology systems to electronically process, produce, or store on a computer system any **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 **Consultant / Subconsultant**, these tasks may be performed up to the level of **SECRET**.
11. The Foreign recipient **Consultant / Subconsultant** shall not use the **CANADA CLASSIFIED** information/assets for any purpose other than for the performance of the **Contract / Subcontract** without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
12. The Foreign recipient **Consultant / Subconsultant** 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).
13. The Foreign recipient **Consultant / Subconsultant** shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **CANADA CLASSIFIED** information/assets pursuant to this **Contract / Subcontract** has been compromised.
14. The Foreign recipient **Consultant / Subconsultant** shall immediately report to its respective National Security Authority (NSA) or Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that **CANADA CLASSIFIED** information/assets accessed by the Foreign recipient **Consultant / Subconsultant**, pursuant this **Contract / Subcontract** have been lost or disclosed to unauthorized persons.
15. The Foreign recipient **Consultant / Subconsultant** shall not disclose **CANADA CLASSIFIED** information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/ Designated Security Authority (NSA/DSA).
16. The Foreign recipient **Consultant / Subconsultant** shall comply with the provisions of the International bilateral industrial security instrument between **the supplier's country** and Canada, in relation to equivalencies.
17. The Foreign recipient **Consultant / Subconsultant** must comply with the provisions of the Security Requirements Check List attached at Appendix E.
18. In the event that a Foreign recipient **Consultant / Subconsultant** 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.

The following is in response to inquiries received in relation to this solicitation. This amendment will form part of the contract documents.

QUESTION 12

Are the consultants who prepared the Secret Feasibility Study (The Architect/Engineers/Cost Consultants and Acoustic Consultants) allowed to bid on this proposal?

ANSWER 12

Yes the Consultants who prepared the Secret Feasibility Study are allowed to bid on this proposal as the Feasibility Study is made available to all interested Proponents.

QUESTION 13

Considering the Importance and Strategic nature of this Solicitation, we would request PWGSC to extend the Proposal submission date by 03 weeks, from the current date of Feb 20, 2019. This would allow us to put together a comprehensive proposal, which meets all RFP requirements and share some of the similar works completed by our firm.

ANSWER 13

The Solicitation Closing date will remain the same.

QUESTION 14

- a) The Submission Requirements and Evaluation section 3.1.5. 2) notes that the proponent (Prime Consultant) requires Document Safeguarding (secret) at bid closing. Please confirm if PWGSC is willing to extend this requirement that the successful proponent must obtain the Secure Document Safeguarding prior to the commencement of the project?
- b) If not, is it acceptable for the Architect/Prime Consultant to utilize the Secure Document Safeguarding of an Engineering Team member (subconsultant) to satisfy this requirement?
- c) If not, is it acceptable for the Architect/Prime Consultant to Joint Venture with an Engineering firm who has Secure Document Safeguarding in place to satisfy this requirement?

ANSWER 14

- a) No, Proponents must hold the required security at the time of bid close as per SC1 Security Requirements
- b) No, as per SC1 Security Requirements, The Consultant must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET with approved Document Safeguarding and Production Capabilities at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

- c) Both Proponents in joint venture must meet the Security Requirements in SC1 at the time of bid close.

QUESTION 15

- a) Considering the documents contained within the Mandatory Document Viewing were not published with the RFP, and were labeled as “Secret”, can you please confirm what information from the Feasibility documents are to be considered in the response for Project Understanding and Design Philosophy? We are concerned in regards to providing discussion on items within the documents if they are to remain unpublished, but understand there are points awarded in these categories that could be awarded for discussion.
- b) Please confirm if discussion within the proponent response should be based only on the RFP? If not please distinguish between what information shall be used for response and what is not? It is also difficult where the documents cannot be easily reviewed and referenced.

ANSWER 15

- a) Information from the Feasibility Report can be referenced excluding information listed as per SI1 Item 4, Item 4: The Proponent’s proposal and rated requirements should not refer to classified or client specific items found in the documents available during secure viewing or name the end user, the facility purpose and location.
- b) No, the proposal does not need to solely be based on the RFP document. Confidential information should not be included as part of the response. Section 3 of the NDA, XYZ is prohibited from referencing the Confidential Information, including the physical address of the facility, the intended purpose of the facility, and the name of the client, in any resulting proposal. Confidential Information is defined in Section 2 of the NDA

QUESTION 16

Would PWGSC consider listing document takers for this opportunity or list the Companies who have attended the optional site viewing and/or mandatory document viewing?

ANSWER 16

No, PWGSC will not be posting a list of suppliers. Proponents can refer to the RFP on Buy and Sell under the section "Find out Who Is Interested in This Tender" for a list of Suppliers interested in the tender. <https://buyandsell.gc.ca/procurement-data/tender-notice/PW-FE-180-76181/list-of-interested-suppliers>

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME