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Gatineau

Quebec

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

Frigate Life Extension (FELEX) Project / Bureau de
projet de prolongation de la vie des frégates (BP
FELEX)

455 Blvd de la Carriere

Gatineau

Quebec

K1A 0K2

Title - Sujet HCCS IN-SERVICE SUPPORT	
Solicitation No. - N° de l'invitation W8482-168150/D	Amendment No. - N° modif. 006
Client Reference No. - N° de référence du client W8482-168150	Date 2019-11-14
GETS Reference No. - N° de référence de SEAG PW-\$\$FX-008-27388	
File No. - N° de dossier 008fx.W8482-168150	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-01-13	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Fortin, Marie-Andrée	Buyer Id - Id de l'acheteur 008fx
Telephone No. - N° de téléphone (819) 939-3234 ()	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

In-Service Support of the *Halifax*-class Combat Systems Request For Proposal – Questions and Answers Amendment no. 06

This amendment is being issued to make changes to the HCCS RFP and to answer questions received against this solicitation.

Part 1 – Amendment to the RFP:

1. Part 7 – Terms and Conditions, 7.13 Security Requirements

Delete: In its entirety

Insert:

7.13.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIERS:

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 **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).
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 (PWGSC).
3. The Contractor/Offeror personnel requiring access to **CLASSIFIED/PROTECTED UNRESTRICTED CANADIAN information**, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET or RELIABILITY, as required**, granted or approved by the CISD/PWGSC.
4. The Contractor/Offeror personnel requiring access to **CLASSIFIED RESTRICTED CANADIAN/FOREIGN information**, assets or sensitive work site(s) **must be a citizen of CANADA or, the UNITED STATES and must** EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.
5. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store any sensitive **CLASSIFIED/PROTECTED** information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **SECRET** and an IT Link at the level of **PROTECTED B**.
6. 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 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”.

The contractor shall 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.

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.

7. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
8. The Contractor/Offeror **must** comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - b) Industrial Security Manual (Latest Edition).

NOTE: There are **multiple levels of release restrictions** associated with this file. In this instance, a Security Guide should be added to the SRCL clarifying these restrictions. The Security Guide is normally generated by the organization's project authority and/or security authority.

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.

7.13.2 SECURITY REQUIREMENT FOR FOREIGN SUPPLIERS:

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

All FOREIGN AND CANADA CLASSIFIED/PROTECTED 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 **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 Contractor / Offeror / 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**.

N° de l'invitation - Solicitation No.
W8482-168150/D
N° de réf. du client - Client Ref. No.
W8482-168150

N° de la modif - Amd. No.
006
File No. - N° du dossier
008fx.W8482-168150

Id de l'acheteur - Buyer ID
008fx
N° CCC / CCC No./ N° VME - FMS

2. **All FOREIGN AND CANADA CLASSIFIED/PROTECTED** 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 **FOREIGN AND CANADA CLASSIFIED/PROTECTED** 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 FOREIGN AND CANADA CLASSIFIED/PROTECTED** 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 FOREIGN AND CANADA CLASSIFIED/PROTECTED 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 Contractor / Offeror / Subcontractor shall return to the Government of Canada, via government-to-government channels, all **FOREIGN AND CANADA CLASSIFIED/PROTECTED** information/assets furnished or produced pursuant to this Contract / Standing Offer / Subcontract, including all **FOREIGN AND CANADA CLASSIFIED/PROTECTED** 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 **FOREIGN AND CANADA CLASSIFIED/PROTECTED** information/assets shall be released only to foreign recipient Contractor / Offeror / Subcontractor personnel who have a need to know

N° de l'invitation - Solicitation No.
W8482-168150/D
N° de réf. du client - Client Ref. No.
W8482-168150

N° de la modif - Amd. No.
006
File No. - N° du dossier
008fx.W8482-168150

Id de l'acheteur - Buyer ID
008fx
N° CCC / CCC No./ N° VME - FMS

for the performance of the Contract / Standing Offer / Subcontract, must be a citizen of the **UNITED STATES OF AMERICA 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. **FOREIGN AND CANADA CLASSIFIED/PROTECTED** 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 **FOREIGN AND CANADA CLASSIFIED/PROTECTED** 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.
11. 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**.
12. The Foreign recipient Contractor / Offeror / Subcontractor **MUST NOT** utilize its Information Technology systems to electronically process, produce, or store on a computer system **FOREIGN AND CANADA CLASSIFIED/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 **SECRET**.
13. The Foreign recipient Contractor / Offeror / Subcontractor shall not use the **FOREIGN AND CANADA CLASSIFIED/PROTECTED** 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.
14. 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).
15. 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 **FOREIGN AND CANADA CLASSIFIED/PROTECTED** information/assets pursuant to this Contract / Standing Offer / Subcontract has been compromised.
16. 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 **FOREIGN AND CANADA CLASSIFIED/PROTECTED** information/assets accessed by the Foreign recipient Contractor /

N° de l'invitation - Solicitation No.
W8482-168150/D
N° de réf. du client - Client Ref. No.
W8482-168150

N° de la modif - Amd. No.
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File No. - N° du dossier
008fx.W8482-168150

Id de l'acheteur - Buyer ID
008fx
N° CCC / CCC No./ N° VME - FMS

Offeror / Subcontractor, pursuant this Contract / Standing Offer / Subcontract, have been lost or disclosed to unauthorized persons.

17. The Foreign recipient Contractor / Offeror / Subcontractor shall not disclose **FOREIGN AND CANADA CLASSIFIED/PROTECTED** 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).
18. 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.
19. The Foreign recipient Contractor / Offeror / Subcontractor must comply with the provisions of the Security Requirements Check List attached at Annex B.
20. 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. Annex B - Security Requirement

Delete: In its entirety

Replace with:

1. Security Requirement Check List (replace attachment 9 on Buyandsell.gc.ca with the updated version at attachment 19)
2. Supplemental Security Guide (replace attachment 12 on Buyandsell.gc.ca with the updated version at attachment 20)
3. DIM Secur – Information Technology Security Requirements – Data Transfer (attachment 10 on Buyandsell.gc.ca – no updates, keep as is)
4. DIM Secur – Information Technology Security Requirements Document for SECRET Information System (replace attachment 11 on Buyandsell.gc.ca with the updated version at Attachment 21)
5. DIM Secur – Information Technology Security Requirements Documents for PROTECTED B (new document – attachment 22 on Buyandsell.gc.ca)
6. Connectivity Criteria Document for PROTECTED B Information System (new document – attachment 23 on Buyandsell.gc.ca)

The documents are available under the Attachments section of the solicitation number W8482-68150/D on Buyandsell.gc.ca.

Part 2 - Questions and Answers:

Q168 - We request that Canada confirm if the IP clauses from the R&O contracts are in line with the IP clause on the current contract for HCCS, and if it differs, in what way?

N° de l'invitation - Solicitation No.
W8482-168150/D
N° de réf. du client - Client Ref. No.
W8482-168150

N° de la modif - Amd. No.
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File No. - N° du dossier
008fx.W8482-168150

Id de l'acheteur - Buyer ID
008fx
N° CCC / CCC No./ N° VME - FMS

A168 - Canada's IP terms related to this procurement process are clearly set out in the RFP, and the IP terms of Canada's other contracts are not the subject of this process.

Q169 - RFP 4.3.1, M3, M4 and M5. The requirement for these three (3) positions currently states that, "The resume must include the Name of the Individual, Academic Qualifications, Years of Experience and the Number and Description of Projects Completed including period of time (start and end dates – month and year) worked on each Project." It is requested that the underlined text be removed from the requirement and replaced with "...the description of positions held and work performed including period of time (start and end dates – month and year)." Personnel for these positions do not work on a project basis as a Project Manager (M2) would.

A169 - Canada will accept the description of projects worked on AND a description of positions held and work performed including period of time (start and end dates – month and year).

Q170 - RFP 4.3.1, M4 and M5: Canada is requested to confirm that six (6) years' experience in the last (10) years prior to bid closing executing combat systems maintenance training with respect to a Canadian Naval combat system is acceptable, recognizing that trainers have the demonstrated experience to not only conduct but to deliver detailed training to system maintainers. If acceptable, Canada is requested to amend the final sentence of M4 and M5 to read "Performing maintenance may include the management of; the organizing of; the actual conduct of; or the delivery of training work".

A170 - Based on the above description, Canada will accept conduct and delivery of combat systems maintenance training for the purpose of meeting the experience described in the Mandatory criteria M4 and M5.

All other terms and conditions remain the same.