



## RETURN BIDS TO:

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Bid Receiving - PWGSC / Réception des soumissions -  
TPSGC

11 Laurier St. / 11, rue Laurier

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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

Land Projects and Communication System Support  
Division/Div des projets terrestres et support de  
systèmes de communication  
11 Laurier St. / 11, rue Laurier  
8C2, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> ISTAR of the LC4ISR	
<b>Solicitation No. - N° de l'invitation</b> W8486-228515/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> W8486-228515	<b>Date</b> 2022-12-29
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$RA-055-28884	
<b>File No. - N° de dossier</b> 055ra.W8486-228515	<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> Eastern Standard Time EST <b>on - le 2023-01-23</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Abdulkadir, Nadir	<b>Buyer Id - Id de l'acheteur</b> 055ra
<b>Telephone No. - N° de téléphone</b> (819) 664-8121 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

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>

**The purpose of this amendment is to:**

1. Insert the correct dates of the SACC Clauses in various parts of the RFP.
2. Correct minor oversights in Annex F - Compliance Matrix and Technical Bid Evaluation Criteria.
3. Incorporate new wording under Table of Content – List of Annexes.
4. Correct numbering of the article 25 - Limitation of Liability - Information Management/ Information Technology Clause.
5. Publish answers to Bidders' questions.

**The following shall form part of this RFP:**

1. Part 7 A – Resulting Contract Clauses of the RFP are revised as follows:

- 1.1 **DELETE:**

Part 7 A, Section 6.1 General Conditions in its entirety.

**INSERT:**

2035 (2022-12-01), General Conditions - Higher Complexity – Services, apply to and form part of the Contract.

- 1.2 **DELETE:**

Part 7 A, Section 17 Priority of Documents in its entirety.

**INSERT:**

17.1 If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:

- 17.1.1 the Articles of Agreement, including ITB Terms and Conditions;
- 17.1.2 the General Conditions, 2035 (2022-12-01), Higher complexity – Services;
- 17.1.3 the Supplemental General Conditions, 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
- 17.1.4 the Supplemental General Conditions, 4002 (2010-08-16), Software Development or Modification Services;
- 17.1.5 the Supplemental General Conditions, 4003 (2010-08-16), Licensed Software;
- 17.1.6 the Supplemental General Conditions, 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
- 17.1.7 the Supplemental General Conditions, 4007 (2022-12-01) Canada to Own Intellectual Property Rights in Foreground Information;
- 17.1.8 the Supplemental General Conditions, 4012 (2012-07-16) Goods - Higher Complexity;
- 17.1.9 Annex A - Statement of Work;
- 17.1.10 Annex B - Basis of Payment;
- 17.1.11 Annex C - Security Requirements Check List; and
- 17.1.12 the Contractor's bid dated XXX.

*Note: In the event of a discrepancy between the English and French documents, the English document will take priority over the French document.*

- 1.3 **DELETE:**

Part 7 A, Section 26 Additional SACC Manual Clauses in its entirety.

**INSERT:**

26.1	1031-2	(2012-07-16)	Contract Cost Principles
26.2	A9016C	(2014-06-26)	Hazardous Waste Disposal - Specific Requirements
26.3	A9019C	(2011-05-16)	Hazardous Waste Disposal
26.4	A9039C	(2008-05-12)	Salvage
26.5	A9062C	(2011-05-16)	Canadian Forces Site Regulations
26.6	A9065C	(2006-06-16)	Identification Badge
26.7	A9131C	(2020-11-19)	Controlled Goods Program.
26.8	A9117C	(2007-11-30)	T1204 - Direct Request by Customer Department
26.9	B1505C	(2016-01-28)	Shipment of Dangerous Goods/Hazardous Products
26.10	B4059C	(2008-05-12)	Government Supplied Technical Documents
26.11	B4060C	(2011-05-16)	Controlled Goods
26.12	B6802C	(2007-11-30)	Government Property
26.13	B7500C	(2006-06-16)	Excess Goods
26.14	C0711C	(2008-05-12)	Time Verification
26.15	C0705C	(2010-01-11)	Discretionary Audit
26.16	C2801C	(2022-03-29)	Priority Rating: Canadian-based contractors
26.17	D2000C	(2007-11-30)	Marking
26.18	D2001C	(2007-11-30)	Labeling
26.19	D2025C	(2017-08-17)	Wood Packaging Materials
26.20	D0050C	(2007-05-25)	End User Certificate
26.21	D3010C	(2016-01-28)	Delivery of Dangerous Goods/Hazardous Products
26.22	D3014C	(2007-11-30)	Transportation of Dangerous Goods/Hazardous Products
26.23	D3015C	(2014-09-25)	Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance
26.24	D5510C	(2022-05-12)	Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor
26.25	D5540C	(2021-05-20)	ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)
26.26	D5545C	(2019-05-30)	ISO 9001:2015 - Quality Management Systems - Requirements (Quality Assurance Code C)
26.27	D5606C	(2017-11-28)	Release Documents (Department of National Defence) - Canadian-based Contractor
26.28	D6010C	(2007-11-30)	Palletization
26.29	D9002C	(2007-11-30)	Incomplete Assemblies.

**2. Under Annex F – Compliance Matrix and Technical Bid Evaluation Criteria****2.1 In Appendix F1 – Mandatory Evaluation Criteria, Appendix F2 – Rated Evaluation Criteria****DELETE:**

Wording under **Compliance Method** for **Proof of Compliance “A”**.

**INSERT:**

The following:

Proof of Compliance	Compliance Method
A	Bidders, with their bid, must submit references of its previous project/s to substantiate Proven Experience, or where applicable, experience gained through its parent, subsidiaries or other affiliates, or its subcontractors. Bidders, with their bid, must submit a certificate to demonstrate that cooperation agreement(s) to access Proven Experience are in place with the Team Member at the time of bid submission. See the definition of Team Member in <b>PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION.</b>

*The rest of the two tables in both appendices remain unchanged.*

## 2.2 In Appendix F2 – Rated Evaluation Criteria

### DELETE:

The current wording within the corresponding cell of Rated Requirement (RT) 2.2 in Column B - Rated Requirements for Evaluation in its entirety.

### INSERT:

Describe and substantiate, the proposed handover process, specific to the ISTAR Functional Grouping, of the System Design into the Sub-System Design.

## 3. In the RFP Terms and Conditions document, under the List of Annexes below the Table of Contents

### INSERT:

The following notes;

1. The following documents are not being published with the RFP, however, they will be made available to bidders who are interested in submitting a bid in response to this solicitation. Bidders interested in submitting a bid should send an email to the Contracting Authority to obtain these documents;
  - a. System Engineering Plan (SEP).
  - b. System Breakdown Structure and Responsibility Matrix (SBSRM).
2. The following four documents have been published with the RFP in PDF format, however, bidders may need these documents in their native format for bid submission. Bidders interested in submitting a bid should send an email to the Contracting Authority to obtain these documents in their native format:
  - a. Appendix B1 - Price Proposal and Financial Bid Evaluation Criteria.
  - b. Annex I - Supply Chain Security Information (SCSI) Vendor Submission Form.
  - c. Annex F - Compliance Matrix and Technical Bid Evaluation Criteria.
  - d. Appendix B to Part 7B - ITB Terms and Conditions - Industrial and Technological Benefits (ITB) Transaction Sheet.

## 4. In the RFP - Part 7A – Resulting Contract Clauses – Section 25 - Limitation of Liability – Information Management/ Information Technology.

**DELETE:**

Section 25 - Limitation of Liability – Information Management/ Information Technology in its entirety.

**INSERT:**

The following in lieu;

**25. Limitation of Liability – Information Management/ Information Technology**

25.1 This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages

**25.2 First Party Liability:**

25.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

25.2.1.1 any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and royalties";

25.2.1.2 physical injury, including death.

25.2.2 The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.

25.2.3 Each of the parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

25.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (25.2.1) above.

25.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:

25.2.5.1 any breach of warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and

25.2.5.2 any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (25.2.5.2) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" and shown on each call-up, authorized task, purchase order or other document used to order goods or services under this instrument), or \$\_\_\_\_\_ (To be filled in at Contract award).

25.2.5.3 In any case, the total liability of the Contractor under paragraph (25.2.5) will not exceed the total estimated cost (as defined above) for the Contract.

*Note: The Total Estimated Cost will continue to evolve throughout the Contract period, thus the claim will be based on the actual Total Estimated Cost at the point in time when it is made.*

25.2.6 If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

### **25.3 This Party Claims:**

25.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

25.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (25.2.1), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

25.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

***Note: The wording in green font denotes the changes in the RFP.***

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### **Questions received as of December 29, 2022**

**Q1: RFP Reference Part 5 – Certifications and Additional Information - Section 1.2 – Proven Experience Certificate**

Bidders are asked to provide "...a certification to demonstrate that cooperation agreement(s) to access Proven Experience are in place with the Team Member at the time of bid submission." Will PSPC provide a certificate with the RFP for bidders to sign?

**A1:** PSPC will not provide a certification with the RFP for Bidders to sign. Bidders, with their bids, must submit references to their Team Members Proven Experience, demonstrating how their Team Member's experience meets and satisfy the evaluation criteria outlined in this bid. Bidders are, further, required to demonstrate a certification that cooperation agreement(s) are in place with the Team Member at the time of bid submission.

To evaluate the Proven Experience required by the RFP, the experience can come from the Bidder or any other members of the Bidder's Team. Bidder's Team includes its subcontractors identified in the technical bid and may also include the parent, subsidiaries or other affiliates of the Bidders. For further details see Certification and Proven Experience in PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION.

**Q2: RFP Reference Part 7A – Resulting Contract Clauses - Section 5.1.2 – Supply Chain Integrity Requirements**

The originally approved versions are included as **Annex TBD** (although portions of Annex TBD that were submitted directly by a subcontractor will be kept confidential by Canada between it and the relevant subcontractor) (To be filled in at contract award, if applicable). In some cases, Canada approved several of each (e.g., several IT Product Lists), because some subcontractors submitted their SCSi directly to Canada. The Parties also acknowledge that security is a critical consideration for Canada with respect to the Work and that on-going assessment of SCSi will be required throughout the Contract Period. This Section governs that process.

Can Canada confirm that Annex TBD is Annex I.

**A2:** Although Annex I is correct, however, its number will be revised at the contract award stage as Annex F to H currently incorporated in the RFP will be removed. Annex I will then become Annex F - Supply Chain Security Information - Submission Form.

**Q3: RFP Reference Note on Page 1**

For Bidders who are already registered with the Contract Security Program (CSP), the submission of the Application for Registration Form (ARF) is a redundant activity. Can Canada remove the requirement for Bidders to submit the ARF, provided that Bidders can demonstrate registration with the CSP (i.e., provide status levels that confirm their active facility security clearance).

**A3:** The CSP has been recently updated and now requires all bidders (even those with current Security Clearances) to submit an Application for Registration Form. This will allow CSP to verify that the bidder's current Security Clearance is valid for the RFP that they are bidding on.

**Q4: RFP Reference Annex F - Compliance Matrix and Technical Bid Evaluation Criteria**

Rated Requirement (RT) 2.4 states: "Describe and substantiate, based on their own experience and best practices, the life-cycle management of Products to be developed under the resulting contract." The Rating Scale indicates a progressive scale to a 100% score for "Bidder demonstrates a complete life-cycle management process for products and explains eight principles of life-cycle management".

The DLCSPM SEP (ref. DLCSPM-SEP-2021) however, references only six Product Life-Cycle Management Principles instead of eight. The six Product Life-cycle Management principles described in the DLCSPM-SEP Subsection 2.1.2.1 are as follows:

1. Architectural Development;
2. Systems Engineering;
3. Integration;
4. Fielding;
5. In-Service Support; and
6. Disposal.

Canada is recommended to update the Ratings Scale to be consistent with the process description described in the DLCSPM-SEP, which bidders are required to be compliant with, implementing the following change:

0% (Inadequate):

Bidder does not demonstrate a life-cycle management process for products AND/OR only explains one principle of life-cycle management.

25% (Poor):

Bidder demonstrates a life-cycle management process for products and explains two or three principles of life-cycle management.

50% (Good):

Bidder demonstrates a life-cycle management process for products and explains four principles of life-cycle management.

75% (Excellent):

Bidder demonstrates a life-cycle management process for products and explains five principles of life-cycle management.

100% (Comprehensive):

Bidder demonstrates a life-cycle management process for products and explains six principles of life-cycle management.

**A4:** The DLCSPM-SEP-2021 provides the principles currently being referenced. The Bidder is expected to provide a response that is based on its own experience, which may include more than these six principles.

**Q5: RFP Reference Part 3 – Bid Preparation Instructions**

Part 3, para 3.2 notes that prices should only be contained in Bidder's Financial Bid's. In order to deliver a compliant Section IV - ITB Bid, Bidders must include their Bid price in the Mandatory Requirements Certificate (Mandatory Requirement 4).

Canada is requested to confirm that inclusion of financial information in Section IV - ITB Bid is acceptable?

**A5:** It is acceptable and required to provide the Bid Price as part of Section IV - ITB Value Proposition.

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***All other terms and conditions of the RFP remain unchanged.***