

#### SOLICITATION CLOSES L'INVITATION PREND FIN

at - à 2:00 PM on - le 04 Sept 2014

Time Zone: - Fuseau horaire :

Eastern Daylight Time (EDT)

### REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

#### Proposal To: Department of National Defence

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

#### Proposition aux: Ministère de la Défense nationale (MDN)

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

#### Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Issuing Office - Bureau de distribution

Director Services Contracting (D Svcs C 4) Direction des contrats de service (DC Svc 4)

# Solicitation No. - N° de l'invitation DND-13/0021220 Date 24July 2014 Reference No. - N° de reference du client W8485-14-SC01 RETURN BIDS TO: RETOURNER LES SOUMISSIONS À: By E-mail: - par courriel : DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca Director Services Contracting - Direction des contrats de service Attention: Julie Poirier Address Enquiries to: Adresser toutes questions à : Julie Poirier, e-mail: DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca Telephone No. E-mail Address N° de telephone Courriel FOB - FAB See Herein - Voir ci-inclus Destination See Herein - Voir ci-inclus Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No. - N° de telephone 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)

Date

Flight Test and Support Services to the CP140 Aurora (AIMP) Project

Canadä

Signature

Title - Sujet



Defence

# **REQUEST FOR PROPOSAL (RFP)**

DND Reference Number: DND-13/0021220

# FLIGHT TEST & EVALUATION SUPPORT SERVICES

TO THE

# CP140 AURORA INCREMENTAL MODERNIZATION PROJECT (AIMP):

# ONE (1) SENIOR SYSTEMS ANALYST

# THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT



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# PART I – INTRODUCTION

National

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### 1. Introduction

- 1.1 The Department of National Defence (DND) and PMO Aurora Detachment Commander requires the services of one (1) Senior Systems Analyst responsible for the provision of oversight support to production aircraft acceptance test and evaluation activities at IMP Aerospace & Defence facilities, Endfield NS (Halifax airport). Details of the requirement are outlined in Annex A Statement of Work.
- 1.2 It is intended to award a contract from date of issuance to 31 March 2016, with the option to extend for three (3) one-year option periods, at the Crown's discretion.
- 1.3 Provision of services under resulting contract is to begin in January 2015.

#### 2. Terms and Conditions of the Resulting Contract

- 2.1 The "General Conditions Higher Complexity Services" used by Public Works and Government Services Canada (PWGSC), Clause ID 2035 (2013-06-27), will form part of any resulting contract, with the following modifications:
  - 2.1.1 The definition of "Minister" will be the Minister of National Defence.
  - 2.1.2 2035 41 Code of Conduct and Certifications Contract is hereby deleted and replaced with the following:

#### Code of Conduct for Procurement

The Contractor certifies that it has read the <u>Code of Conduct for Procurement</u> (<u>http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html</u>) and agrees to be bound by its terms.

- 2.2 The "Defence Contract" Clause ID A9006C (2012-07-16), will form part of any resulting contract.
- 2.3 The "Canada to Own Intellectual Property Rights in Foreground Information" Clause ID 4007(2010-08-16), will form part of the resulting contract, the only modification being the definition of "Minister" which will be the Minister of National Defence. The following exception applies:

The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: National Security.

- 2.4 The "Former Public Servants Competitive Requirements" Clause ID M3025T (2013-11-06), will form part of this RFP and any resulting contract.
- 2.5 The "Proactive Disclosure of Contracts with Former Public Servants" Clause ID A3025C (2013-03-21), will form part of any resulting contract.
- 2.6 The "Discretionary Audit" Clause ID C0705C (2010-01-11), will form part of the resulting contract.
- 2.7 The documents can be found in the Standard Acquisitions Clauses and Conditions (SACC) Manual at: <u>http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/</u>



# PART II - INSTRUCTIONS FOR SUBMITTING PROPOSALS

#### 3. Number of Proposals

3.1 The Bidder is requested to submit one (1) soft copy of its Technical Proposal, one (1) soft copy of its Financial Proposal and one (1) soft copy of the Certifications. The Technical Proposal and the Financial Proposal shall be submitted as separate documents and no financial information should appear in the Technical Proposal. The format of the Proposals must be in a format compatible with MS Office 2003 or in PDF format.

#### 4. Identification of Bidder's Contact

4.1 Canada requests the Bidder to provide the contact information of the Bidder's representative (including name, address, telephone number and e-mail address) to be included and clearly identified in the proposal response "Supplier-Specific Information" of Appendix 3 to facilitate any communication during the evaluation process.

### 5. Delivery Instructions for Proposals

- 5.1 Proposals are to be submitted by electronic mail (email) to <u>DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca</u> and must be received by the D Svcs C Contracting Officer on or before 2:00 p.m. EST (local Ottawa, Ontario, Canada time) on the closing date of 04 September 2014. Responses received after 2:00 p.m. on the Closing Date will be given no further consideration.
- 5.2 Bidders are to ensure that the Solicitation Number (**DND-13/0021220**) and Closing Date and Time (**04 September 2014, 2:00pm**) are clearly marked on any email correspondence.
- 5.3 <u>Electronic Submissions:</u> Individual e-mails exceeding 5 megabytes, or that includes other factors such as imbedded macros and/or links, may be rejected by the Department of National Defence (DND) e-mail system and/or firewall(s) without notice to the Bidder or the D Svcs C Contracting Officer. Larger proposals may be submitted through more than one e-mail. The D Svcs C Contracting Officer will send an email acknowledging receipt of the proposal. It is the Bidder's responsibility to ensure that the DND POC has received the entire submission.
- 5.4 Proposals may be submitted in either English or French.
- 5.5 Due to limits in network capacity, proposals submitted via email must be under 5 megabytes in size. Multiple emails can be sent if required.
- 5.6 Proposals will not be returned.
- 5.7 No payment will be made for costs incurred in the preparation and submission of a proposal in response to this RFP.

#### 6. Communications Regarding the Bid Solicitation

- 6.1 To ensure the integrity of the competitive bid process, enquiries and other communications regarding this solicitation are to be directed <u>only</u> to the D Svcs C Contracting Officer (Julie Poirier, D Svcs C 4-4-2) by email at <u>DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca</u>.
- 6.2 Enquiries, and other communications, are not to be directed to any other government official(s) or person having access to government buildings or information. Enquiries are to be directed only as detailed above,



in sub-paragraph 6.1. Non-compliance with this condition during the solicitation period may, for that reason alone, result in the disqualification of the Proposal.

- 6.3 Enquiries shall be in writing and received by the D Svc C Contracting Officer <u>no later than 10 business</u> <u>days</u> prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after that time may not be answered.
- 6.4 It is the responsibility of the Bidder to obtain clarification of any terms, conditions or technical requirements contained in the RFP. During the RFP posting period, potential Bidders are encouraged to submit questions or requests for clarification regarding the content of the RFP. This is the only opportunity prior to bid closing for Bidders to address issues or raise any concerns related to RFP content.
- 6.5 To ensure consistency and quality of information provided to Bidders, relevant enquiries received, and the replies to such enquiries, will be provided simultaneously, via the Government Electronic Tendering System (GETS) Tender Notice at BuyandSell.gc.ca, to all Bidders who have requested the solicitation document from GETS, without revealing the source(s) of the enquiries.

# 7. Validity of Bids

- 7.1 Any Proposal submitted shall remain open for acceptance of a period of not less than sixty (60) days after the closing of the RFP. Amendments to the Bidders' bid/Proposal response will not be accepted after bid closing.
- 7.2 All Bidders submitting Proposals will receive written notification of the results of the evaluation as soon as the process is complete. Bidders should allow at least forty-five (45) days after bid closing for results to be known. Responses to requests for information on the status of the evaluation will not normally be provided until all evaluations are complete.

# 8. Rights

- 8.1 DND reserves the right to:
- a. reject any or all Proposals received in response to this RFP
- b. cancel this RFP at any time
- c. reissue the RFP
- d. seek clarification and verify any or all information provided with respect to this RFP, and
- e. negotiate with the sole responsive Bidder to ensure Best Value to the Crown.

### 9. Pricing Support/Review

- 9.1 In the event that the Bidder's Proposal is the sole responsive proposal received, the Bidder shall provide, upon DND's request, acceptable forms of price support.
- 9.2 Bidders are advised that a review of the proposed pricing may be required. Detailed supporting information may be requested by DND to validate the rates and other charges proposed.

### PART III - REQUIREMENTS AND CONDITIONS OF CONTRACT AWARD

# **10.** Applicable Laws

10.1 Any resulting contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Ontario, Canada.



10.2 The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

# 11. Terms of Payment

- 11.1 <u>Basis of Payment:</u> The Basis of Payment for any resulting contract will be a limitation of expenditure in accordance with Annex B6, Pricing Schedule.
- 11.2 <u>Basis of Payment for Travel</u>: The Contractor will be reimbursed, following submission of copies of all receipts, its authorized travel and living expenses reasonably and properly incurred on the performance of the work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B,C and D of the Treasury Board Travel Directive (http://www.njc-cnm.gc.ca/directive/index.php?lang=eng), and with the provisions of the directive referring to 'travellers'', rather than those referring to employees
- 11.3 <u>Method of Payment</u>: Canada will pay the Contractor for the work within thirty (30) days following the delivery and acceptance of all deliverables, or the date of receipt of a duly completed invoice, whichever date is later.

### 12. Requirements of Contract Award (to be included in the Technical Proposal)

One (1) copy of the following document(s) and evidence of security clearance, if applicable, must be provided prior to Contract Award:

- 12.1 <u>Non-Disclosure Agreements</u>: For any contract awarded and at the request of the D Svcs C Contracting Officer, the Bidder shall provide Non-disclosure Agreement forms, signed by each proposed resource, prior to the commencement of any work (see Appendix '1' for further information).
- 12.2 <u>Former Public Servant Certification:</u> In accordance with Treasury Board Policies and Directives on Contract with Former Public Servants, Bidders must certify compliance by completing the Former Public Servant Certification (see Appendix '2' for further information).
- 12.3 <u>Supplier-Specific Information:</u> Bidders are required to identify and certify their Supplier Status (see Appendix '3' for further information).
- 12.4 <u>Embedded Contractor Letter of Acknowledgement:</u> Bidders are required to identify and certify compliance with the terms of DAOD 3003-0, Controlled Goods. See para 14 and Appendix '4' for further information).

<u>Information to Bidders:</u> It is highly recommended that the completed and signed Non-Disclosure Agreement (Appendix 1), Former Public Servant Certification (Appendix 2), Supplier Specific Information (Appendix 3), and Embedded Contractor Acknowledgement Letter (Appendix 4), be provided with the Technical Proposal at the time of bid closing.

### 13. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #: W8485-14-SC01 (revised 1)

- 13.1 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**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 13.2 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.



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- 13.3 The Contractor/Offeror personnel requiring access to **PROTECTED/CLASSIFIED** information, assets or sensitive work site(s) **must be a citizen of Canada or of the United States and must EACH** hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.
- 13.4 The Contractor personnel requiring access to **COMSEC** information/assets **must be citizens of Canada or of the United States**, hold a valid security clearance commensurate with the information/assets that will be accessed, have a need-to-know and have undergone a **COMSEC** briefing and signed a COMSEC Briefing certificate. Access by foreign nationals or resident aliens must be approved by the Head IT Security Client Services at CSEC on a case-by-case basis.
- 13.5 The Contractor/Offeror **MUST NOT** remove any **PROTECTED/CLASSIFIED** information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 13.6 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
- 13.7 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 COMSEC** information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "*Not Under FOCI*" or "*Under FOCI*". When an organization is determined to be *Under FOCI*, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "*Not Under FOCI through Mitigation*".
- 13.8 The contractor should at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of Not Under FOCI or Not Under FOCI through Mitigation.
- 13.9 All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.
- 13.10 The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - (b) *Industrial Security Manual* (Latest Edition).

# 14. Controlled Goods

- 14.1 This procurement is subject to the Controlled Goods Program.
- 14.2 As the resulting contract will require the production of or access to controlled goods that are subject to the <u>Defence Production Act</u>, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: <u>Controlled Goods Program</u> and registration is carried out as follows:
  - a. When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP



registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.

- b. When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- c. When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.
- 14.3 Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.
- 14.4 Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.
- 14.5 The "Controlled Goods Program", SACC Manual Clause ID A9131C (2011/05/16) in conjunction with B4060C will form part of the Contract.
- 14.6 In the case of a joint venture bidder, each member of the joint venture must meet the requirements of the Controlled Goods Program.

### 15. Insurance

15.1 The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### 16. Replacement of Personnel

16.1 The Department of National Defence reserves the right to terminate any resulting contract for default if knowledge is gained that the proposed substitute resource does not meet/exceed the qualifications of the originally proposed resource.

# 17. Foreign Nationals- Instruction to Bidders/Contractor

17.1 (Canadian Contractor) - The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.



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17.2 (Foreign Contractor) - The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

### 18. Certifications Required Precedent to Contract Award

### 18.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" "list at the time of contract award.

# **19.** Conflict of Interest

- 19.1 In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 19.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- 19.3 Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.
- 19.4 In addition, to protect the independent nature of the verification and evaluation services being contracted and eliminate the potential for real or perceived conflict of interest, Canada will not accept proposals from bidders involved either as a prime or sub-contractor in the design and/or embodiment of avionics and/or aircraft structural components of the Aurora Incremental Modernization Project (AIMP) and/or Aurora Structural Life Extension Project (ASLEP) Contracts.



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# STATEMENT OF WORK Program Management Office (PMO) Aurora

# Flight Test & Evaluation Support Services to the CP140 Aurora Incremental Modernization Project (AIMP) One (1) Senior Systems Analyst

# 1. GENERAL

- 1.1. **Purpose**: The purpose of this Statement of Work is to define the work that will be required to support the PMO Aurora, DND for Flight Test & Evaluation services to the AIMP.
- 1.2. **Background**: The aim of the AIMP is to modernize and life-extend the CP140 Aurora aircraft through the replacement of the navigation flight instruments and communication avionic systems under AIMP Block 2, the mission computer and sensors under the AIMP Block 3 and to extend its structural life through the associated Aurora Structural Life Extension Project (ASLEP). Airworthiness certification of these modifications by DND's TAA requires completion of test and evaluation activities mandated by the Technical Airworthiness Manual (TAM) including a wide range of ground and flight testing conducted by the Aerospace Engineering Test Establishment (AETE), the Flight Test Authority for the Canadian Forces.

# **1.3 ABBREVIATIONS**

- AETE Aerospace Engineering Test Establishment
- AF9000 Airforce 9000 Manual
- AIMP Aurora Incremental Modernization Project
- ASLEP Aurora Structural Life Extension Project
- DND Department of National Defence
- PCO Project Control Office
- PMO Program Management Office
- POC Proof of Compliance
- SOW Statement of Work
- TA Technical Authority
- TAA Technical Airworthiness Authority
- TAM Technical Airworthiness Manual
- T&E Test and Evaluation
- TEMP Test and Evaluation Master Plan
- TPWG Test Plan Working Group
- TRR Test Readiness Review

# 2.0 APPLICABLE DOCUMENTS

- 2.1 TAM C-05-005-001/AG-001 Change 6 dated 22 Jun 2012
- 2.2 AF9000 Plus Manual

# 3.0 SCOPE OF WORK

3.1 General – The Department of National Defence has a requirement to perform independent verification of deliverables from the CP140 modernization and life-extension programs. To that end, the PMO Aurora Detachment Commander and the Technical Authority (to be identified in resulting contract) requires the services of one (1) Senior Systems Analyst responsible for the provision of oversight support to production aircraft acceptance test and evaluation activities at IMP Aerospace & Defence facilities, Endfield, NS (Halifax airport).



3.2 Specific Services Required - Tasks.

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Tasks and related services include:

- Track, analyze, and evaluate test plans and procedures produced by vendors; a.
- b. Prepare test plans and procedures produced by vendors in order to provide to DND Test & Evaluation units, an implementable test plan, constructed to DND T&E standards;
- Track and record the scheduling and execution of all test evolutions through all phases for c. each sub-system;
- d. Analyze, evaluate and verify test results against thresholds, objectives and contractual requirements;
- Research, analysis, preparation, tracking and review of the major T&E planning documents. e. Verify T&E requirements and resources are properly identified and scheduled;
- f. Facilitate and guide the continued evolution and production of a TEMP for AIMP. Verify TEMP suitability to objectives and maintained as a living document;
- Prepare, co-ordinate, and draft briefings for TRR's, TPWG's, and other system acquisition g. meetings as directed;
- Provide systems engineering support as required by PMO Aurora such as: systems h. integration, statements of work(SOW) preparation, specification development, system test planning, technical reviews, tracking and liaison with the airworthiness certification process, tracking and liaison with the operational testing process, and resolution of operational squadron technical issues;
- Perform engineering technology assessments and recommend corrective actions, i. implementation plans and alternative options to the appropriate Systems Engineer and PCO;
- Evaluate and provide feedback to team during the systems design evolution for j. produceability, testability, reliability, maintainability, safety, operational effectiveness, and operational suitability;
- Recommend corrective actions, improvements and risk mitigation to the Technical Authority k. as appropriate;
- 1. Prepare technical reports and recommendations as required;
- Assist in the execution of test procedures on the aircraft as required; m.
- Provide advice and recommendations in POC Test development, POC Test execution, and n. POC Test reporting;
- Provide onsite Test & Evaluation support at AIMP contractor facilities as required; 0.
- p. Provide sensor system engineering and Test & Evaluation support;



- q. Evaluate and comment on the design, development and integration of emerging AIMP systems; and
- r. Provide, as required, Test & Evaluation expertise and support to PMO Aurora.

# 4.0 **DELIVERABLES**

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- 4.1 Deliverables include but are not limited to the following:
  - a. Test Plan Review;
  - b. T&E Master Plan Review;
  - c. Records of Decisions, Meeting Minutes and Action Item Report;
  - d. Draft SOW;
  - e. Draft Technical Reports, Recommendations;
  - f. Deficiency Report Compilation;
  - g. Trip Reports; and
  - h. Other Reports as required.
- 4.2 <u>Monthly Progress Reports</u>: The Resource must prepare monthly progress report of the work performed in a format acceptable to the Technical Authority, to be attached to each Monthly Invoice. As a minimum, each monthly progress report must document the following information:
  - i) All significant activities performed by Systems Analyst during the period covered by the invoice;
  - ii) Status of all action/decision items as well as a list of outstanding activities;
  - iii) A description of any problems encountered which are likely to required attention by the Technical Authority;
  - iv) Any recommendations relating to the conduct of the work;
  - v) Total number of days charged for the System Analyst during the covered period;
  - vi) Cumulative number of days charged to the System Analyst; and
  - vii) Travel costs incurred including all applicable receipts.

Monthly reports are not required for any month in which services were not provided.

- 4.3 In addition to the requirements of the progress reports, the System Analyst must report in writing to the Technical Authority (TA) any special circumstance or events affecting the provision of the required services.
- 4.4 Unless otherwise specified by the Technical Authority, one (1) hard copy and one (1) soft copy of these deliverables must be provided to the Technical Authority.
- 4.5 The Senior Systems Analyst is responsible for performing or having performed all inspections and tests necessary to substantiate that the services and/or materiel provided conform to the specifications and requirements of this SOW and any tasking issued. The schedule of deliverables must be in accordance with the priorities established by the Technical Authority.



# 5.0 LIMITATIONS AND CONSTRAINTS

National

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- 5.1 There will be a requirement for the Resource to access information available exclusively at Canada's facilities located at the PMO Aurora Detachment at IMP Aerospace & Defence in Halifax, NS. with potential work assignments at CP140 Aurora aircraft operating bases (14 Wing Greenwood, NS and 19 Wing Comox, BC) and AIMP offices (Gatineau, QC). Temporary off-site work will be limited to approximately ten working days per year.
- 5.2 All Test Plan review, T&E Master Plan review, meeting minutes and action item report, SOW Draft, Draft Technical Reports and Recommendations, Deficiency Report Compilation developed and/or updated by the resource must be for the review, approval and signature (where required) of the Technical Authority.
- 5.3 Decisions concerning revision or definition of policy, budgets, as well as contractual obligations and requirements, are excluded from the Resource services. The Resource must limit comments and recommendations only to the Technical Authority on these issues.
- 5.4 The Senior Systems Analyst providing the services must be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada.
- 5.5 During the performance of the Contract, the Systems Analyst must not direct any departmental organizations, or any resource of any third parties with whom Canada has or intends to contract, to perform any action.
- 5.6 At all times during the provision of the required services, the Senior Systems Analyst must not have access to any proprietary information including but not limited to financial information (including unit prices or rates) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g. total value of contract(s) awarded). Proprietary technical information may be provided to the Senior Systems Analyst in the performance of the services if the "Non-Disclosure and Confidentiality Agreement" contained in the Request for Proposal is duly executed by the Contractor resource.
- 5.7 All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Senior Systems Analyst in providing services under the Contract, remains the property of Canada and must be used solely in support of this requirement. The Contractor must safeguard the preceding information and materials from unauthorized use and must not release them to any third party, person or agency external to the DND without the express written permission of the Technical Authority. Such information and material must be returned to the Technical Authority upon completion of the services or when requested by the Technical Authority.
- 5.8 The Technical Authority or other authorized departmental government representative must have access at all times to the work and to the plant or facility where any part of the work is being performed.
- 5.9 All correspondence, either initiated by the Senior Systems Analyst or by any section of DND, must be submitted to the TA. Correspondence is defined as records of conversation or decisions as well as any written correspondence in any format.
- 5.10 The Contractor must ensure that their resource do not use Government of Canada or the DND/CF designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner lead others to perceive a Contractor resource as being an employee of Canada.
- 5.11 The Senior Systems Analyst hours of work will depend on business needs and the requirements of the work, which, may be outside of normal business hours.



# 6.0 DND SUPPORT TO CONTRACTOR

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6.1 To aid the Contractor in the provision of the required services, the following information, materials, and assistance will be provided if available and deemed appropriate by the Technical Authority:

a. All available data and documents and other data deemed necessary by the Technical Authority for the provision of services under this SOW;

b. Consultation with the Technical Authority and other Crown specialists as may be arranged by the Technical Authority;

c. Other information, data and assistance available and requested by the Contractor subject to concurrence by the Technical Authority.

- 6.2 The Contractor is advised that the above does not represent a commitment by Canada and that it is the Contractor's sole responsibility to provide all services required to perform the Contract. The Contractor resource must be able to work independently on all aspects of the required services.
- 6.3 Furthermore, DND will provide, subject to security requirements, and only to the specified resource, access to identified databases or applications resident on DND computers or networks for the sole purpose of executing the services associated with this Contract. DND, at its sole discretion, will identify the nature and characteristics of such access.
- 6.4 DND will provide sufficient office space, general-purpose office furniture and EDP equipment/services (CPU, keyboard, monitor and access to the divisional LAN subject to normal security requirements), for one senior systems analyst.

### 7.0 LOCATION FOR PROVISION OF REQUIRED SERVICES

7.1 All services must be provided on-site at the PMO Aurora Detachment at IMP Aerospace & Defence in Halifax, NS. with potential onsite assignments at CP140 Aurora aircraft operating bases (14 Wing Greenwood, NS and 19 Wing Comox, BC) and AIMP offices (Gatineau, QC). Temporary off-site work will be limited to approximately ten working days per year.

### 8.0 CONTRACTOR MANAGEMENT OF THE CONTRACT

- 8.1 The Contractor is required to actively participate in the overall management of all activities related to this SOW and will be directly responsible for the efforts of its resource in order to minimize the effort required by DND to manage the requirement.
- 8.2 The Senior Systems Analyst is responsible for all work produced under this Contract, including completeness, accuracy and adherence to all relevant safety & environmental regulations, rules and good practices.
- 8.3 The Senior Systems Analyst must maintain an electronic library of work in progress, delivered items and review comments, and must perform version control.

### 9.0 MEETINGS

9.1 The Senior Systems Analyst must make all necessary preparations as requested by the TA in order to actively participate in any meeting convened by the TA.



- 9.2 All meetings will be conducted at facilities to be provided by DND or any third party, unless otherwise requested by the TA.
- 9.3 If required by the TA, the Senior Systems Analyst must prepare minutes of all discussions and/or record of decisions of the meeting(s) and must provide them to the TA, for review and approval, no later than five working days after each meeting.
- 9.4 The Senior Systems Analyst must maintain a history of all meetings as well as of all incremental changes to action items and submit it to the TA when requested.

# 10.0 TRAVEL AND LIVING

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- 10.1 The Senior Systems Analyst may be required to travel outside CP140 Aurora aircraft operating bases (14 Wing Greenwood, NS and 19 Wing Comox, BC) and AIMP offices (Gatineau, QC). Temporary off-site work will be limited to approximately ten working days per year.
- 10.2 The requirement for any travel and trip report (content and format) will be identified. All travel will require prior written approval of the Technical Authority or the authorized representative.
- 10.3 If required by the Technical Authority, the Senior Systems Analyst must prepare a trip report and provide it to the Technical Authority, for review and approval, no later than five working days after return from the trip.

# 11.0 LANGUAGE REQUIREMENTS

11.1 The Senior Systems Analyst must be fluent in the English language. Fluent means that the individuals must be able to communicate orally and in writing without any assistance and with minimal errors.

### **12.0 TECHNICAL AUTHORITY**

- 12.1 The Technical Authority for this requirement will be the primary point of contact for the Senior Systems Analyst and will be stated in the Contract award document.
- 12.2 All reports, deliverables, documentation and services rendered must be subject to inspection and signature (where required) by the TA or designated representatives, evaluated on the basis of suitability, quality and adherence to this SOW. All evaluations will be done within a reasonable time frame, as determined by the TA, based on the particular deliverable.
- 12.3 Should any report, document, good or service not be in accordance with the requirements of this SOW and to the satisfaction of the TA, as submitted, the TA will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.
- 12.4 Any communication with the Senior Systems Analyst regarding the quality of Work performed pursuant to this Contract must be undertaken by official correspondence through the Contracting Authority.



### ANNEX B - EVALUATION CRITERIA & SELECTION METHODOLOGY

#### **B1** Acceptance of Request For Proposal Terms and Conditions

1.1 By submitting a Proposal in response to this Request for Proposal, the Bidder agrees that it has read, understood and accepted all of the terms and conditions of the Request for Proposal, including the Statement of Work, Evaluation Criteria and Selection Methodology and any appendices.

# **B2** Evaluation of Proposals

- 2.1 Proposals submitted for this requirement shall clearly demonstrate that the Bidder meets all of the mandatory criteria. Failure to demonstrate this will result in the Proposal being declared NON-COMPLIANT and the Proposal will be given no further consideration.
- 2.2 Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation. Supporting data may include resumes and any other documentation necessary to demonstrate the experience and knowledge attained. Simply repeating the statements contained in the Statement of Work is not sufficient.
- 2.3 In order to evaluate the number of years of experience attained, the Proposal shall, as a minimum, identify the **month and year** when the experience commenced and the **month and year** when the experience was completed. Failure to provide this information will be to the disadvantage of the Bidder. Failure to provide this information will be to the disadvantage of experience is required in order to calculate number of years experience attained, will result in the Proposal being declared NON-COMPLIANT.
- 2.4 In the case where the timelines of experience gained in two or more projects overlap the duration of time common to each project/experience will not be counted more than once. Experience and knowledge shall be relevant to the requirement.
- 2.5 The Proposal will be evaluated solely on its content and the documentation provided as part of the Bidder's Proposal, except as otherwise specifically provided in this solicitation. Any information or personnel proposed as options or additions to the work will NOT be evaluated.
- 2.6 It is recommended that Bidders include a grid in their proposals, cross-referring the items of the Statement of Work and Evaluation Criteria to statements of compliance with reference to supporting data and/or resumé evidence contained in their Proposals. Any misrepresentation discovered during the assessment will disqualify the entire Proposal from further evaluation.

Information to Bidders: The compliance grid, by and of itself, DOES NOT constitute demonstrated evidence. As stated in the paragraphs above, the resumés and/or any supporting documentation will be accepted as evidence.

2.7 An evaluation team composed of government officials from the DND Technical Authority will evaluate the technical proposals on behalf of Canada. In addition, Canada reserves the right to include as evaluation members, non-government employees that are not placed in a conflict of interest by participating.



### **B3** Mandatory Criteria

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# **BID EVALUATION CRITERIA TABLE**

### Notes:

- 1. By submitting a bid, the Bidder certifies that it was not involved either as a prime or sub-contractor in the design and/or embodiment of avionics and/or aircraft structural components of the Aurora Incremental Modernization Project (AIMP) and/or Aurora Structural Life Extension Project (ASLEP) Contracts.
- 2. To be considered responsive, a bid must meet all of the following mandatory evaluation criteria. Bids not meeting all of the mandatory requirements will be given no further consideration.
- 3. When applicable, the individual proposed with a university degree or college diploma, must possess, at a minimum a certificate from a recognized Canadian university or college, or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada.
- 4. The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: <u>http://www.cicic.ca/indexe.stm.</u>
- 5. Responses that clearly demonstrate that all of the mandatory criteria have been met will be evaluated further. It is the Bidder's responsibility to clearly demonstrate that all of the mandatory criteria are met. Responses failing to do so will be ruled non-compliant and will not be considered further.
- 6. Bidders are encouraged to supply as much information as necessary to demonstrate clearly that the mandatory requirements are met and to ensure evaluated criteria can be properly assessed. It is highly recommended that the Bidder provide a copy of the academic credentials (certificate) as part of their proposal at time of bid closing.

	MANDATORY EVALUATION CRITERIA	
<u>ITEMS</u>	DESCRIPTION	<u>MET/NOT MET</u> <u>Proposal</u> <u>Reference</u>
MT1	Bidder must clearly demonstrate that the proposed resource possesses Engineering or a Science baccalaureate degree in Mathematics, Physics or Computer Science (or equivalent) program from a recognized institution.	
MT2	Bidder must clearly demonstrate that the proposed resource has a minimum of eight (8) years of working experience as an Engineer or Analyst in the field of flight testing and/or avionics systems.	
MT3	Bidder must clearly demonstrate that the proposed resource possesses a minimum of eight (8) years experience gained within the last 12 years in support of <b>aerospace ground and flight test activities</b> executing tasks such as the preparation, review and conduct of <b>test plans and procedures</b> .	
MT4	Bidder must clearly demonstrate that the proposed resource possesses a minimum of eight (8) years demonstrated <b>systems engineering</b> support experience in the field of avionic systems within the last 12 years.	
MT5	Bidder must clearly demonstrate that the proposed resource possesses a minimum of eight (8) years experience within the last 12 years in the <b>development</b> , analysis & evaluation of associated results & findings, and preparation of technical reports.	

7. As a mandatory part of the bid submission, the Bidder shall:



### B4 Rated Criteria

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- **4.1** Proposals meeting all Mandatory Criteria will be further evaluated against the Rated Criteria shown below. It is the Bidder's responsibility to ensure that sufficient information is provided to properly evaluate these criteria. Such information could include, but is not limited to resumes, company profile, company history, proposed work plan, breakdown of level of effort, description of methodology and references. See Section B2 Evaluation of Proposals.
- **4.2** The following Tables are the POINTS RATED CRITERIA. Points (whole numbers, not partial points) will be allocated for each Rated Criteria as shown.

### POINT RATED EVALUATION CRITERIA REQUIREMENTS

### **Technical Component**

In addition to meeting all of the mandatory evaluation criteria, bidders must achieve a minimum score of 20 points (**20 points on a scale of 30 points**) in the point rated evaluation criteria to be considered responsive.

ITEMS	DESCRIPTION	MAX POINTS
	Academic Requirement and Work Experience of the Proposed Resource	•
RT1	<b>Education:</b> Possession of an Engineering or Science baccalaureate degree program in Mathematics, Physics or Computer Science (or equivalent) from a recognized institution. <i>Rating: Bachelor (3 pts), Master (4 pts), Doctorate (5 pts)</i>	5
RT2	<b>Experience:</b> Numbers of years working in the flight testing field where the individual gained technical and practical experience coordinating and conducting ground test programs and coordinating flight test activities as a flight test analyst. <i>Rating:</i> 8 years (6 pts), 9-10 years (8 pts), 10+ years (10 pts)	10
RT3	<b>Experience:</b> Number of years preparing test plans, evaluating test results and preparing technical reports and recommendations in support of on-aircraft ground and flight test activities. <i>Rating:</i> 8 years (3 pts), 9-10 years (4 pts), 10+ years (5 pts)	5
RT4	Experience:       Number of years providing systems engineering support and assessment in the field of avionic systems.         Rating:       8 years (3 pts), 9-10 years (4 pts), 10+ years (5 pts)	5
RT5	<b>Experience:</b> Number of years in operating and testing CP140 Aurora, P3 Orion aircraft and/or similar multi-engine and multi-electrical-busses aircraft avionics and mission systems. <i>Rating: 2-3 years (1 pt), 4-5 years (3 pts), 6-7 years (4 pts), 8+ years (5 pts)</i>	5
	TOTAL	30



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# **B5** Financial Proposal

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- 5.1 Financial Proposals are to be submitted in a document separate from the Technical Proposal.
- 5.2 For evaluation purposes, to ensure consistency of the evaluations, all foreign currency proposals will be converted to Canadian dollars, HST excluded.
- 5.3 In their financial proposal, Bidders shall propose All inclusive Firm Per Diem Rate(s) for Flight Test & Evaluation Support Services as described in the Statement of Work.

# **B6** Pricing Schedule

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Initial (	Contract Period – From date o	of Contract Award to 31 March 2016	5
Senior Systems Analyst	Estimated Level of Effort (Days)	All Inclusive Firm Per Diem Rate	Extended Estimated Cost
1	420	\$	420 x \$
		Total for initial contract period:	\$
	<b>Option Period 1 – From 01</b>	April 2016 to 31 March 2017	
Senior Systems Analyst	Estimated Level of Effort (Days)	All Inclusive Firm Per Diem Rate	Extended Estimated Cost
1	240	\$	240 x \$
		Total for option period 1:	\$



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Option Period 2 - From 01 April 2017 to 31 March 2018 **Senior Systems Estimated Level of** Extended Analyst **Effort (Days) All Inclusive Firm Per Diem Rate** Estimated Cost 1 240 240 x \$\_\_\_ \$ **Total for option period 2:** \$ Option Period 3 - From 01 April 2018 to 31 March 2019 **Estimated Level of Senior Systems** Extended Analyst **Effort (Days)** All Inclusive Firm Per Diem Rate Estimated Cost 1 240 \$ 240 x \$ **Total for option period 3:** 

All-Inclusive Total Estimated Cost	
	\$

6.1 For the purpose of the resulting Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the fixed daily rate must be prorated to reflect the actual time worked.

### (a) Definition of a Day - Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

# Hours worked X applicable firm per diem rate 7.5 hours

- (i) All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- (ii) No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

\$



The Contractor will not be paid any firm per diem rates for travel time.

\*Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all inclusive per diem by 7.5.

Time spent by a contracted individual travelling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometres from the individual's work location may be billed at 50% of the firm per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

Hours of travel X 50% of firm all-inclusive per diem rate 7.5 hours.

6.2 The firm all inclusive rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent travelling from the specified individual's work location to a specific pre-authorized work assignment that is less than 50 kilometres. Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling will not be permitted under any resulting contract.

### **B7** Selection Methodology

- 7.1 Only one contract, if awarded, will be awarded to the compliant Bidder that offers quality services and experience at the Best Value to the Crown. Best Value is defined as the Lowest Cost Per Point Compliant Proposal.
- 7.2 Cost of the proposal calculation: The Proposal offering Best Value will be the successful proposal and calculated as follows:

The Cost-per-Point, taken to the second decimal, will be determined as follows:

COST-PER-POINT = <u>The All-Inclusive Total Estimated Cost</u> Total Points Scored in Rated Requirements

7.3 Information for Bidders: Tie-break: When there are two or more responsive proposals achieving the identical lowest cost-per-point as a result of the above, the proposal with the highest aggregate score for rated criteria RT2, RT4 and RT5 will be recommended for contract award, if awarded. Should the score still remain tied, the proposal with the lowest total cost will be recommended for contract award, if awarded.

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10. b) May unscreened personnel be use	curitaire peut-II se voir confier des par he escoded?	nt requis, un guide de classification de	e la sécurité doit êtr	e fourni.
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11. c) Will the production (manufacture, and occur at the supplier's site or promise	/or repair and/or modification) of PROT Is? ont-ellas à la production (fabrication et/	ECTED and/or CLASSIFIED material o ou réparation et/ou modification) de ma	r equipment tériel PROTÉCÉ	No Yes Non Oui
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<ol> <li>d) Will the supplier be required to use its information or data? Le fournisseur sera-t-it tenu d'utiliser s rensaignements ou dus donnéos PRC</li> </ol>	es propres systèmes informationes as			No Yes Non Out
11. e) Will there be an electronic link between Disposora-t-on d'un lien électronique e gouvernementale?	n the supplier's iT systems and the gov entre le système informatique du fourni	ernment department or agency? Secur et celui du ministère ou de l'agen	ce	No Yes Non Oui

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National Défense Defence nationale

REQUEST FOR PROPOSAL (RFP) Flight Test & Evaluation Support Services DND-13/0021220– APPENDIX 1

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# APPENDIX '1' TO RFP DND-13/0021220 NON-DISCLOSURE AGREEMENT

The Contractor shall not, without the prior written permission of the Contract Authority, disclose to anyone, other than an employee or a subcontractor with a need to know, the information or documentation it has access to during the performance of the Work under the Contract. Prior to commencing the Work under the Contract, the Contractor shall require its employees or subcontractors who will be performing Work under the Contract or who are provided access to the Work to sign a Statement of Non-Disclosure substantially in the form set out below (*included as an appendix in this RFP for information purposes only*) prior to being given access to any such information or documentation.

# Non-Disclosure Statement Agreement

I, \_\_\_\_\_\_, recognize that in the course of my work as an employee of \_\_\_\_\_\_, I may be given access to information and documentation which is proprietary to Canada or to third party contractor(s) as part of performing the Work pursuant to Contract Serial No. <u>DND-13/0021220</u> between Her Majesty the Queen in right of Canada ("Canada") as represented by the Minister of National Defence and \_\_\_\_\_\_\_. For the purposes of this Agreement, information and documentation includes but is not limited to: any documents, instructions, guidelines, data, drawings, specifications, materials, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labelled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I hereby agree that I shall not reproduce, duplicate, use, divulge, release or disclose, in whole or in part, in whatever way or form any information or documentation to any person other than a person employed by Canada on a need to know basis, and hereby undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information or documentation in contravention of this Agreement. Without limiting the generality of the foregoing, I understand and agree that information and documentation disclosed to me while performing work under the Contract is not to be used for any purpose except to carry out the Contract.

I agree that the obligations of this Agreement shall survive the termination or completion of the Contract.

I, \_\_\_\_\_, having read and understood the terms of non-disclosure acknowledge by signing below that I agree with and shall abide by those terms.

(signature)

(date)



# APPENDIX '2' TO RFP DND-13/0021220 FORMER PUBLIC SERVANT CERTIFICATION

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, contractor must provide the information required below before the issuance of a contract.

### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act , 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., c. R-11, the Members of Parliament Retiring Allowances Act , R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

# Former Public Servant in Receipt of a Pension

### As per the above definitions, is the Contractor a FPS in receipt of a pension? **YES**() **NO**()

If so, the Contractor must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Contractor agree that the successful Contractor's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.



# Work Force Adjustment Directive

National

Defence

Is the Contractor a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES() NO()** 

If so, the Contractor must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



# APPENDIX '3' TO RFP DND-13/0021220 SUPPLIER-SPECIFIC INFORMATION

# INFORMATION ON PROPOSED ORGANIZATION

1 - Bidder Company Legal Name: \_\_\_\_\_

2 - Bidder Company Name (if different from Legal Name):\_\_\_\_\_

3 - Main Business Address: \_\_\_\_\_

4 - Civic Address:

5 - Telephone Number: \_\_\_\_\_

6 - Fax Number: \_\_\_\_\_

8 - Bidder Authorized Representative (Canadian Official) Surname and Given Name:

9 - Title of contact person: \_\_\_\_\_

10 - Telephone Number of Contact Person:

11 – E-mail address of Contact Person:

12 – Preferred language of correspondence (English or French):

# INFORMATION ON REGISTERED or HEAD Office in Canada (if different from above)

1-Bidder Company Legal Name: \_\_\_\_\_

2-Bidder Company Name (if different from Legal Name):\_\_\_\_\_

3- Civic Address:



Defence

# <u>APPENDIX '4' TO RFSO DND-13/0021220</u> EMBEDDED CONTRACTOR LETTER OF ACKNOWLEDGMENT

Reference: Defence Administrative Order and Directive (DAOD) series 3003 (http://www.admfincs-smafinsm.forces.gc.ca/dao-doa/3000/tc-tm-3003-eng.asp)

Name of Person (contractor):

Name of Company: \_\_\_\_\_

DND Contract Number: \_\_\_\_\_

You have been identified by the Canadian Department of National Defence (DND) as an "embedded contractor" with a need to examine, possess or transfer controlled goods and/or controlled technical data as defined in the DAOD 3003-0 regarding controlled goods. "Embedded contractors" are specifically identified individuals under contract to DND working under the day-to-day direction and control of the DND, within a DND establishment.

In accordance with the DAOD 3003-1, Management, Security and Access Requirements Relating to Controlled Goods, "embedded contractors" are permitted to have access to controlled goods and/or controlled technical data on the same basis as DND personnel on the condition that certain criteria are met. Your initials are required next to each of the following items to confirm that you, as an individual, meet these criteria:

- a. You, or your parent company, is registered, or exempt from registration, with the Controlled Goods Directorate at Public Works and Government Services Canada (PWGSC CGD);
  - i) Company Name: \_\_\_\_\_
  - ii) Registration #:
  - iii) Registration Expiry Date:
- b. You have a specific need to know; and
- c. You maintain a Level II (Secret) clearance issued by the Government of Canada.

By receiving this permission to access controlled material within DND when such access is required, you are under an obligation to comply with all elements of the DAOD 3003-1 with respect to the handling and safeguarding of controlled goods. You are also required to complete all applicable training on controlled goods.

As an "embedded contractor" in DND, you are not permitted to disclose controlled goods or technical data to anyone other than authorized DND personnel who have a need to know, and have a minimum SECRET level clearance. This includes other individuals who have been identified as embedded contractors. You MUST NOT disclose or transfer controlled goods including controlled technical data to any outside third parties, including the company employing you or contracting for your services, unless authorized by the CTAT Office.

Non-compliance with the terms of the DAOD 3003-1 and this letter may result in the denial to access controlled goods/technical data and/or may be considered a default under your current contract and may be subject to violations under the *Defence Production Act* (DPA).



Defence

By signing below, you acknowledge your obligations and responsibilities as an embedded contractor in DND with respect to controlled goods.

Signature \_\_\_\_\_

Name of CO/Manager (Print)

Unit\_\_\_\_\_

Date\_\_\_\_\_

I, the undersigned, hereby agree to abide by the terms of this letter and the DAOD 3003.

Signature \_\_\_\_\_

Name of Contractor (Print)

Date\_\_\_\_\_