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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the List of Suppliers, the Flexible Grid, the Mandatory and Point-Rated Criteria and the Pricing Schedule.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the federal contractors program for employment equity – certification, the Task Authorization, the Embedded Contractor Letter of Acknowledgement and the Non-Disclosure Agreement.

The list of suppliers being invited to bid on this bid solicitation is provided as Attachment 1 to Part 1.

1.2 Summary

- 1.2.1 The Directorate Aerospace Equipment Program Management (Maritime) (DAEPM (M)) Project Management Office (PMO) Aurora requires the services of one (1) Systems Engineer.
- 1.2.2 Services will be delivered at the PMO Aurora Detachment at IMP Aerospace & Defence in Halifax, NS
- 1.2.3 This bid solicitation is intended to result in the award of one contract for three (3) years plus two (2) one-year option periods.
- 1.2.4 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.5 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Colombia Free Trade Agreement, the Canada-Peru Free Trade Agreement (CPFTA), the

Canada-Panama Free Trade Agreement, the Canadian Free Trade Agreement (CFTA) and the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).

- 1.2.6 This procurement is subject to the Controlled Goods Program. The Defence Production Act defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

Further, when the Contract involves Controlled Goods and the entirety of the contracting activities are performed in a facility operated by the Department of National Defence (DND), the Contractor must sign an acknowledgement letter or follow any other requirements as prescribed by the Contracting Authority. A copy of the Embedded Contractor Letter of Acknowledgement can be found at Annex E.

- 1.2.7 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following modifications:

- (a) Section 02, Procurement Business Number is deleted in its entirety.
- (b) Section 05, Submission of Bids – Subsection 4 is amended as follows:

Delete: 60 days
Insert: 90 days
- (c) Section 06, Late Bids is deleted in its entirety.
- (d) Section 07, Delayed Bids is deleted in its entirety and replaced with the following text:
It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- (e) Section 08, Transmission by facsimile by epost Connect, sub-section 1.a and sub-section 2 are deleted in their entirety.
- (f) Section 20, Further Information, sub-section 2 is deleted in its entirety.

2.1.1 SACC Manual Clauses

SACC Manual clause [A9130T](#) (2014-11-27), Controlled Goods Program - Bid

2.2 Submission of Bids

a. Unless specified otherwise in the RFP or otherwise directed by the Contracting Authority, bids must be submitted to the Department of National Defence organization by electronic mail by the date and time indicated on page 1 of the solicitation.

b. **Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents **submitted** after the closing time and date will not be accepted.

2.3 Former Public Servant – Competitive Bid (SACC Manual [A3025T](#)) (2014-06-26)

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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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., 1985, 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 Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

2.6 Conflict of Interest

The Bidder acknowledges and agrees that under any resultant contract, its performance of the Work may be deemed to be in conflict of interest, real or perceived, for bidding on any future solicitations. For this reason, the Bidder acknowledges and agrees that should it be awarded a contract pursuant to this bid solicitation, it will be precluded from bidding on any future solicitations on which its resource(s) has participated in the preparation in any of the solicitation documents.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separate sections as follows:

Section I: Technical Bid: one (1) soft copy submitted by e-mail;

Section II: Financial Bid: one (1) soft copy submitted by e-mail; and

Section III: Certifications: one (1) soft copy submitted by e-mail.

Prices must appear in the financial section only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- 1) Use a numbering system that corresponds to that of the bid solicitation;
- 2) Include a title page at the front of each section of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative; and
- 3) Include a table of contents.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 3 to Part 4.

3.1.2 Rates – Resources

Bidders must submit firm rates for all categories of resources listed in Attachment 3 to Part 4.

3.1.3 Exchange Rate Fluctuation

SACC Manual clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory and point-rated technical evaluation criteria are included in Attachment 1 to Part 4.

4.1.2 Joint Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- o Contracts all signed by A;
- o Contracts all signed by B; or
- o Contracts all signed by A and B in joint venture, or
- o Contracts signed by A and contracts signed by A and B in joint venture, or
- o Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

4.1.3 Financial Evaluation

4.1.3.1 Mandatory Financial Criteria

SACC *Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price – Bid

4.2 Basis of Selection - Lowest Price Per Point

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 20 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 40 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

- 4.2.1** In the event two or more responsive bids have the same lowest evaluated price-per point, the proposal with the most months experience in Point-Rated Technical Criteria # 4 will be recommended for award of a contract.

ATTACHMENT 1 to PART 4, MANDATORY AND POINT RATED REQUIREMENTS PROVISION OF SYSTEM ENGINEERING SERVICES TO THE DIRECTOR AEROSPACE EQUIPMENT PROGRAM MANAGEMENT (MARITIME)

1.0 Mandatory Technical Criteria

- 1.1 The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- 1.2 Bids which fail to meet the mandatory technical criteria will be declared **NON-RESPONSIVE** and will not be evaluated further. Each mandatory technical criterion should be addressed separately.
- 1.3 The Bidder's proposal must include a *Curriculum Vitae* for all proposed resource(s). Each *Curriculum Vitae* must fully demonstrate how the proposed resource meets or exceeds each mandatory technical requirement and how the stated qualifications/experience were obtained. Simply listing or stating that a qualification or experience exists will not suffice for the purposes of demonstrated. The *Curriculum Vitae* must include details as to the where, when, month and year through which the stated qualifications/experience were obtained.
- 1.4 For the purposes of this evaluation, the demonstrated experience in the below Mandatory Requirements may happen concurrently. Overlaps in time, however, will only be counted once; e.g., if the resource worked at Company A from July to August 2015 and at Company B from August to October 2015, each month would only be counted once, resulting in a total working time of four (4) months.
- 1.5 Bidders must provide copies of appropriate documentation such as degrees, diplomas, certifications and other professional certifications or designations.

Mandatory Technical (MT) Criteria for Systems Engineer			
MT Number	Title	Method of Compliance	Bidder Substantiation
MT1	The Bidder's proposed resource must possess a university degree in engineering.		
MT2	The Bidder's proposed resource must possess a minimum of ninety-six (96) months combined in the past one hundred and twenty (120) months of demonstrated experience as an Systems Engineer or Analyst in the field of flight testing and/or avionics systems.		
MT3	The Bidder's proposed resource must possess a minimum of ninety-six (96) months combined in the past one hundred and twenty (120) months of demonstrated experience in preparing, reviewing and conducting flight test and avionics test plans and procedures.		
MT4	The Bidder's proposed resource must possess a minimum of ninety-six (96) months combined in the past one hundred and twenty (120) months in the development, analysis &		

	evaluation of aircraft testing results & findings, and preparation of technical reports.		
MT5	The Bidder's proposed resource must possess a minimum of sixty (60) months combined in the last eighty-four (84) months of experience operating, maintaining or testing CP140 Aurora, P3 Orion aircraft and/or similar multi-engine and multi-electrical-bus aircraft avionics and mission systems.		

2.0 Point Rated Technical Criteria

- 2.1 Bids that meet all the Mandatory Technical Criteria will be evaluated and scored as specified in the tables inserted below.
- 2.2 The minimum number of points required to be considered responsive is **20** out of **40**. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive.
- 2.3 Each point rated technical criterion should be addressed separately. Unsubstantiated points will be rejected, which may cause the bid to be declared non-responsive.
- 2.4 Points will be allocated to each resource proposed by the Bidder for the education, the certification and the relevant experience. Bidders should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/ experience were obtained.
- 2.5 If a point-rated criteria is not addressed, it will be given a score of zero.
- 2.6 In the form, the maximum number of points is indicated for each point-rated criteria. This information is for the Bidder's use only and may vary upon the completion of the technical evaluation by Canada.

Point-Rated Technical (PR) Criteria for Systems Engineer				
PR #	Point-Rated Technical Criterion	Maximum Points	Point Scale	Bidder Substantiation
PR1	The Bidder's proposed resource should possess demonstrated experience working in the flight testing field, specifically coordinating and conducting ground test programs and coordinating flight test activities.	10	Points will be awarded for months of experience according to the following scale: <8 yrs experience = 0 pts ≥8 yrs and <9 yrs experience = 3 pts ≥9 yrs and <10 yrs experience = 6 pts ≥10 yrs experience = 10 pts	
PR2	The Bidder's proposed resource should possess demonstrated experience in working with the Department of National Defence, the Canadian Armed Forces or Allied Militaries.	10	Points will be awarded for months of experience according to the following scale: <5 yrs experience = 0 pts ≥5 yrs and <7 yrs experience = 3 pts ≥7 yrs and <10 yrs experience = 7 pts ≥10 yrs experience = 10 pts	

PR3	The Bidder's proposed resource should have demonstrated experience with Canadian Forces flight test agencies for the conduct of aircraft acceptance testing and system failure rectification.	10	Points will be awarded for months of experience according to the following scale: <3 yrs experience = 0 pts ≥3 yrs and <5 yrs experience = 5 pts ≥5 yrs experience = 10 pts	
PR4	The bidder's proposed resource should have demonstrated knowledge of CP140 Block III and Block IV avionics system design gained through experience working on modernized CP140 aircraft.	10	Points will be awarded for the number of systems or sub-systems with demonstrated experience according to the following scale: <3 yrs experience = 0 pts ≥3 yrs and <5 yrs experience = 5 pts ≥5 yrs experience = 10 pts	
Minimum number of points required		20		
Total number of points available		40		

ATTACHMENT 2 to PART 4, PRICING SCHEDULE

The Bidder must complete the pricing schedule below and include it in its financial bid. Canada will declare a bid non-responsive, if the Bidder fails to provide a financial bid for each period. The Bidder must quote all-inclusive fixed daily rates (in Can \$) for each of the resource category identified.

The addition of any conditions or changes to the pricing schedule tables will render the financial bid non-responsive.

In respect of the "Estimated Number of Days" listed below in (B*) the estimated number of days is for evaluation purposes only during the solicitation process and does not represent a commitment of the future usage.

1. Contract Period and Option Periods

1.1 The initial contract period is from _____ (insert start date) to _____ (insert end date).

Initial Contract Period:				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Number of Days	Totals
		A	B	C = A x B
Systems Engineer	Secret	\$	720 days	\$
Evaluated Price (excluding taxes)				\$
Applicable taxes				\$

1.2 Option Periods

Option to Extend the Term of the Contract: This section is only applicable if the optional period is exercised by Canada.

Option Period – Year 1: (insert start date and end date)				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Number of Days	Totals
		A	B	C = A x B
Systems Engineer	Secret	\$	240 days	\$
Evaluated Price (excluding taxes)				\$
Applicable taxes				\$

Option Period – Year 2: (insert start date and end date)				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Number of Days	Totals
		A		B
Systems Engineer	Secret	\$	240 days	\$
Evaluated Price (excluding taxes)				\$
Applicable taxes				\$

2. Definition of a Day

For the purpose of this 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 all-inclusive fixed daily rate must be prorated to reflect the actual time worked.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.3.2 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

5.2.3.3 Non-disclosure Agreement *SACC Manual* A9126C (2010-08-16)

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex F, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

ATTACHMENT 1 to PART 5, FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Controlled Goods Requirement

SACC *Manual* clause [A9130T](#) (2014-11-27) Controlled Goods Program

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

7.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization. The Work described in the Task Authorization must be in accordance with the scope of the Contract.

7.1.1.1 Task Authorization Process

- (a) The Contracting Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex D.
- (b) The Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The Task Authorization will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- (c) The Contractor must provide the Contracting Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- (d) The Contractor must not commence work until a Task Authorization authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization has been received will be done at the Contractor's own risk.

7.1.1.2 Minimum Work Guarantee - All the Work - Task Authorizations

- (a) In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means \$5,000.00.
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph c of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following modifications:

(a) Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by Contract Security Program) apply and form part of the Contract.

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 Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (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 information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP/ISS/PWGSC.
4. The Contractor/Offeror MUST NOT remove any CLASSIFIED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/PWGSC.
6. 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).

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from _____ (*fill in start date of the period*) to _____ inclusive (*fill in end date of the period*).

7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Blair McDougall
Title: Senior Material Acquisition and Support Officer, DAP 2-2-3
Department of National Defence (DND)
Directorate: Directorate Aerospace Procurement
Address: 101 Colonel By Drive
Ottawa, ON
K1A 0K2
Telephone: 819-939-4278
E-mail address: Blair.McDougall@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Technical Authority (to be specified in resulting contract)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Department of National Defence (DND)
Address: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority

7.5.3 Contractor's Representative (to be specified in resulting contract)

Name: _____
Title: _____
Company: _____
Address: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of Payment at Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- (a) Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations, inclusive of any revisions, must not exceed the sum of \$ _____ (to be specified in resulting contract). Customs duties are included and Applicable Taxes are extra.
- (b) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- (c) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized Task Authorizations, inclusive of any revisions, whichever comes first.
- (d) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Monthly Payment

SACC *Manual* clause [H1008C](#) (2008-05-12) Monthly Payment

7.7.4 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

7.8 Invoicing Instructions

7.8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
- (c) a copy of the monthly progress report.

7.8.2 Invoices must be distributed as follows:

- (a) The original must be submitted electronically to the following email address: WGM.DAP2_INVOICES_DOA2_RECU@FORCES.GC.CA with a carbon copy (cc) to the Contracting Authority.

Individual e-mails exceeding five (5) megabytes, or those that include other factors such as embedded macros and/or links, may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Contractor.

Larger invoices may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Contractor's responsibility to ensure that the Contracting Authority has received the entire invoice.

The Contractor should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.11 Priority of Documents

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.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Task Authorizations;
- (g) Annex E, Embedded Contractor Letter of Acknowledgement (ECLA);
- (h) Annex F, Non-disclosure Agreement;
- (i) the Contractor's bid dated _____, (*insert date of bid*)

7.12 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

7.13 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.14 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

7.15 Controlled Goods Program

SACC Manual clause [A9131C](#) (2014-11-27), Controlled Goods Program

SACC Manual clause [B4060C](#) (2011-05-16), Controlled Goods

7.16 SACC Manual clauses

SACC Manual clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations applies to and forms part of the Contract.

7.17 Closure of Government Offices

No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation, closure or early closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation, closure or early closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.18 Training of Contractor Resources

- 7.18.1 The Department of National Defence will provide access to training opportunities and materials for which there is a requirement to perform the work and DND is the sole source of the training.
- 7.18.2 The Department of National Defence will pay for the initial training (also known as cadre training) as well as direct costs associated with the training. If one of the Contractor's personnel is replaced, then the Contractor must pay for all training costs resulting from the personnel changeover.
- 7.18.3 The Contractor must obtain written approval by the Technical Authority prior to attending the training. The Contractor's request for training authorization must indicate the course name, purpose, duration, and cost as well as identify any other direct costs associated with the training.
- 7.18.4 The Contractor will be responsible for making arrangements with the applicable DND facility and training agency. The TA will act as the Contractor's sponsor for this purpose.

7.19 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex F, and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.

ANNEX A

STATEMENT OF WORK

1.0 GENERAL

- 1.1. **Purpose:** The purpose of this Statement of Work is to define the Systems Engineering work that will be required to support the Project Management Office (PMO) Aurora for Flight Test & Evaluation (T&E) services to the Aurora Incremental Modernization Project (AIMP).
- 1.2. **Background:** The aim of the AIMP is to modernize 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 the integration of Wideband Global Satellite, Link 16 and Self Defense capability under Block 4, and to extend its structural life through the associated Aurora Structural Life Extension Project (ASLEP). Airworthiness certification of these modifications by the Department of National Defence's Technical Airworthiness Authority 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
AIMP - Aurora Incremental Modernization Project
ASLEP - Aurora Structural Life Extension Project
DND - Department of National Defence
DWAN - Defence Wide Area Network
PMO - Project 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
TPWG - Test Plan Working Group
TRR - Test Readiness Review

2.0 APPLICABLE DOCUMENTS

TAM C-05-005-001/AG-001 Change 6 dated 22 Jun 2012

3.0 SCOPE OF WORK

- 3.1 General – The Department of National Defence (DND) 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 (TA) require the services of one (1) Systems Engineer, henceforth known as the Contractor Resource, responsible for the provision of oversight support to production aircraft acceptance and test and evaluation activities at IMP Aerospace & Defence facilities, Enfield, NS (Halifax International Airport).
- 3.2 Specific Services Required –

- a. Track, analyze, and evaluate test plans and procedures produced by vendors;
- b. Review and revise test plans and procedures produced by vendors in order to provide to DND T&E units, an implementable test plan, constructed to DND T&E standards;
- c. Track and record the scheduling and execution of all test evolutions through all phases for each sub-system;
- d. Analyze, evaluate and verify test results against thresholds, objectives and contractual requirements;
- e. Research, analyze, prepare, track and review major T&E planning documents. Verify T&E requirements and resources are properly identified and scheduled;
- f. Prepare, co-ordinate, and draft briefings for Test Readiness Reviews (TRR), Test Plan Working Groups (TPWG), and other system T&E meetings as directed;
- g. Provide systems engineering support as required by PMO Aurora in support of systems integration, system test planning and technical reviews;
- h. Tracking of, and liaison with, the airworthiness certification process and the operational test and evaluation process;
- i. Prepare technical reports as required, including recommendations for corrective actions, improvements and risk mitigation to the TA as appropriate;
- j. Provide advice and recommendations in Proof of Compliance (POC) Test development, POC Test execution, and POC Test reporting; and
- k. Provide onsite Test & Evaluation support at AIMP contractor facilities as required.

4.0 DELIVERABLES

4.1 Deliverables include but are not limited to the following:

- a. Test Plan review comments;
- b. Records of Decisions, Meeting Minutes and Action Item Reports;
- c. Draft Technical reports and recommendations;
- d. Deficiency Report Compilation;
- e. Trip Reports; and
- f. Other Reports as required.

4.2 Monthly Progress Reports: The Contractor Resource must prepare monthly progress reports of the work performed in a format acceptable to the TA, to be attached to each Monthly Invoice. As a minimum, each monthly progress report must document the following information:

- a. All significant activities performed by the Contractor Resource during the period covered by the invoice;
- b. Status of all action/decision items as well as a list of outstanding activities;

- c. A description of any problems encountered which are likely to required attention by the TA;
- d. Any recommendations relating to the conduct of the work;
- e. Total number of days charged during the covered period;
- f. Cumulative number of days charged by the Contractor Resource; and
- g. 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 Contractor Resource must report in writing to the TA any special circumstance or events affecting the provision of the required services.
- 4.4 Unless otherwise specified by the TA, one (1) hard copy and one (1) soft copy of these deliverables must be provided to the TA.
- 4.5 The Contractor Resource 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 TA.

5.0 LIMITATIONS AND CONSTRAINTS

- 5.1 There will be a requirement for the Contractor 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).
- 5.2 All Test Plan reviews, meeting minutes, action item reports, Draft Technical Reports and Recommendations and Deficiency Report Compilations developed and/or updated by the Contractor Resource must be for the review, approval and signature (where required) of the TA.
- 5.3 Decisions concerning revision or definition of policy, budgets, as well as contractual obligations and requirements, are excluded from the Contractor Resource's services. The Contractor Resource must limit themselves to the provision of comments and recommendations only to the TA on these issues.
- 5.4 The Contractor Resource providing the services must be independent of direct control by servants of Canada and is not in any respect an employee or servant of Canada.
- 5.5 During the performance of the Contract, the Contractor Resource 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 Contractor Resource 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 Contractor Resource 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 Contractor Resource 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 Client Department without the express written permission of the TA. Such information and material must be returned to the TA upon completion of the services or when requested by the TA.

5.8 All correspondence initiated by the Contractor Resource must be submitted to the TA. Correspondence is defined as records of conversation or decisions as well as any written correspondence in any format

5.9 The Contractor must ensure that the Contractor Resource does not use Government of Canada or the Client Department designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner leads others to perceive the Contractor Resource as being an employee of Canada.

6.0 DND SUPPORT TO CONTRACTOR

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 TA:

- a. All available data and documents and other data deemed necessary by the TA for the provision of services under this SOW;
- b. Consultation with the TA and other Crown specialists as may be arranged by the TA;
- c. Other information, data and assistance available and requested by the Contractor subject to concurrence by the TA.

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, the client department will provide, subject to normal security requirements, and only to the specified Contractor Resource, access to identified databases or applications resident on the client department's computers or networks for the sole purpose of executing the services associated with this Contract. The client department, 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 IT equipment/ services (CPU, keyboard, monitor and access to the DWAN subject to normal security requirements), for the Contractor Resource.

7.0 LOCATION FOR PROVISION OF REQUIRED SERVICES

7.1 All services shall be provided on-site at the PMO Aurora Detachment at IMP Aerospace & Defence in Halifax, NS.

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 the Contractor Resource in order to minimize the effort required by DND to manage the requirement.

8.2 The Contractor Resource 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 Contractor Resource 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 Contractor Resource must make all the 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 Contractor Resource 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 day after each meeting.

- 9.4 The Contractor Resource must maintain a history of all meetings as well as all incremental changes to action items and submit it to the TA when requested.

10.0 TRAVEL AND LIVING

- 10.1 The Contractor Resource 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).

- 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 TA or the authorized representative.

- 10.3 If required by the TA, the Contractor Resource must prepare a trip report and provide to the TA, for review and approval, no later than five working days after return from the trip.

11.0 LANGUAGE REQUIREMENTS

- 11.1 The Contractor Resource 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 TA for this requirement will be the primary point of contact for the Contractor Resource 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 Contractor Resource regarding the quality of Work performed pursuant to this Contract must be undertaken by official correspondence through the Contracting Authority.

ANNEX B

BASIS OF PAYMENT

During the period of the Contract, the Contractor will be paid as specified below.

1. Contract Period and Option Periods

1.1 The initial contract period is from _____ *(insert start date)* to _____ *(insert end date)*.

Initial Contract Period:				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Number of Days	Totals
		A	B	C = A x B
Systems Engineer	Secret	\$	720 days	\$
Price (excluding taxes)				\$
Travel (excluding Taxes)				\$
Applicable taxes				\$
Total				\$

1.2 Option Periods

Option to Extend the Term of the Contract: This section is only applicable if the optional period is exercised by Canada.

Option Period – Year 1: <i>(insert start date and end date)</i>				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Number of Days	Totals
		A	B	C = A x B
Systems Engineer	Secret	\$	240 days	\$
Price (excluding taxes)				\$
Travel (excluding Taxes)				\$
Applicable taxes				\$
Total				\$

Option Period – Year 2: (insert start date and end date)				
Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Number of Days	Totals
		A		B
Systems Engineer	Secret	\$	240 days	\$
Price (excluding taxes)				\$
Travel (excluding Taxes)				\$
Applicable taxes				\$
Total				\$

2. Definition of a Day

For the purpose of this 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 all-inclusive fixed daily rate must be prorated to reflect the actual time worked.

3. Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, and private vehicle expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

4. Customs and Duties are included and applicable taxes are extra

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

ANNEX E

EMBEDDED CONTRACTOR LETTER OF ACKNOWLEDGEMENT

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).

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

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

Signature _____

Name of Contractor (Print) _____

Date _____

Name of CO/Manager (Print) _____

ANNEX F

NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. **W8485-19SC03**, between Her Majesty the Queen in right of Canada, represented by the Minister of National Defence and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I 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 in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: **W8485-19SC03**.

Signature

Date