



National Defence
National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale
Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

**REQUEST FOR QUOTATION
DEMANDE DE QUOTATION**

**RETURN QUOTATIONS TO:
RETOURNER LES QUOTATIONS À :**

[DapServicesBidReceiving-
DoaServicesReceptionDesSoumissions@forces.gc.ca](mailto:DapServicesBidReceiving-DoaServicesReceptionDesSoumissions@forces.gc.ca)

Attn : Abbas Khokhar 2-3-6

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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Ministère de la Défense nationale

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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

**Solicitation Closes –
L'invitation prend fin**

At – à : 2:00 pm Eastern Standard Time (EDT)
14:00 Heure d'été de l'Est (EDT)

On - le : 23 March 2021
23 mars 2021

Title/Titre Senior Airworthiness Analyst	Solicitation No – N° de l'invitation W8485-21-SC08
Date of Solicitation – Date de l'invitation 5 February, 2021	
Address Enquiries to – Adresser toutes questions à Abbas Khokhar DAP 2-3-6 DapServicesBidReceiving- DoaServicesReceptionDesSoumissions@forces.gc.ca	
Telephone No. – N° de téléphone	FAX No – N° de fax
819-939-6940	819-939-5042
Destination 455 Blvd de la Carrière Gatineau, QC, K1A 0K2	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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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 Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Embedded Contractor Letter of Acknowledgement and the Non-Disclosure Agreement.

1.2 Summary

- 1.2.1 This Bid Solicitation is issued for the provision of one (1) Senior Airworthiness Analyst to provide technical engineering and maintenance services for the Weapon System Manager (WSM) of the CH149 Cormorant SAR Helicopter Fleet of the Department of National Defence (DND).
- 1.2.2 It is intended to result in the award of one (1) contract for two (2) years, plus three (3) one-year irrevocable options allowing Canada to extend the term of the contract(s).
- 1.2.3 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.
- 1.2.4 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).

Because 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, attached at Annex D, or follow any other requirements as prescribed by the Contracting Authority.

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>) 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 (2020-05-28) 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 3 is deleted.
- (c) Section 05, Submission of Bids – Subsection 4 is amended as follows:

Delete: 60 days
Insert: 120 days
- (d) Section 06, Late Bids is deleted in its entirety and replaced with the following text: for bids submitted electronically, the late bids will be deleted. Records will be kept documenting the transaction history of all late bids.
- (e) 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.
- (f) Section 08, Transmission by facsimile by epost Connect, sub-section 1.a and sub-section 2 are deleted in their entirety.
- (g) Section 13, Communications – Solicitation Period is deleted in its entirety and replaced with the following text:

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

Canada will submit all significant enquiries received and their replies directly to invited Bidders by electronic mail.
- (h) Section 20, Further Information, sub-section 2 is deleted in its entirety.

2.1.1 SACC Manual Clauses

SACC Manual clause A9130T (2019-11-28), Controlled Goods Program - Bid

2.2 Submission of Bids

2.2.1. 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.

2.2.2. 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*) (2020-05-04)

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 five (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.

2.7 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The bid must be gathered per section and separated 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;

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

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

Canada requests that Bidders use a numbering system that corresponds to that of the bid solicitation.

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 and describe their approach 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 2 to Part 4.

3.1.2 Rates – Resources

Bidders must submit firm rates for all categories of resources listed in Attachment 2 to Part 4.

3.1.3 Exchange Rate Fluctuation

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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory technical evaluation criteria are listed in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

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

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

4.2.2 In the event two or more responsive bids have the same lowest evaluated price, the proposal with the most months experience in M2 will be recommended for award of a contract.

4.3 Technical Evaluation

4.3.1 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:

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

ATTACHMENT 1 to PART 4, MANDATORY REQUIREMENTS FOR THE PROVISION OF A SENIOR AIRWORTHINESS ANALYST TO THE SEARCH & RESCUE CORMORANT PROGRAM (SARCORP)

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.
- 1.4.1 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.
- 1.4 Bidders must provide copies of appropriate documentation such as degrees, diplomas, certifications and other professional certifications or designations.

No.	MANDATORY TECHNICAL CRITERION FOR A SENIOR AIRWORTHINESS ANALYST	METHOD OF COMPLIANCE	BIDDER SUBSTANTIATION
MT: Senior Airworthiness Analyst			
M1	<p>The Bidder must clearly demonstrate that the proposed resource has a minimum of a university undergraduate degree in Engineering from a Canadian Council of Professional Engineers (CCPE) accredited engineering program (Copy of certificate to be provided with the Bidder's proposal).</p> <p>OR</p> <p>Alternatively, should the resource's degree be from a non-CCPE accredited engineering program, their engineering education credentials must be deemed 'substantially equivalent' by the CCPE via an application to the Engineering International - Education Assessment Program, (EI-EAP), (Copy of the official CCPE judgment to be included).</p> <p>OR</p> <p>As a third alternative, the resource's engineering education credentials will be considered compliant if the resource is deemed eligible for registration as a Professional Engineer by a recognized provincial licensing body (proof of which is to be provided with the Bidder's proposal).</p> <p>OR</p> <p>The resource has been a qualified Aerospace Engineering Officer (AERE) within DND/CAF (proof of which is to be provided with the Bidder's proposal).</p> <p>*The degree must have been obtained through a recognized* Canadian university, college or high school, or the equivalent as established by a recognized* Canadian academic credentials assessment service, if obtained outside Canada.</p> <p>*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials web site http://www.cicic.ca/2/home.canada</p>	<p>The <i>Curriculum vitae</i> provided contains demonstrated experience.</p>	

No.	MANDATORY TECHNICAL CRITERION FOR A SENIOR AIRWORTHINESS ANALYST	METHOD OF COMPLIANCE	BIDDER SUBSTANTIATION
MT: Senior Airworthiness Analyst			
M2	The Bidder's proposed Resource must possess a minimum of ten (10) years demonstrated experience in the past fifteen (15) years in the performance of aeronautical engineering or aircraft product support related tasks.	The <i>Curriculum vitae</i> provided contains demonstrated experience.	
M3	The Bidder's proposed Resource must have demonstrated two (2) years combined experience in the previous ten (10) years in aircraft engineering and technical support or airworthiness regulator support for seven (7) out of the nine (9) airworthiness activities listed below.	The <i>Curriculum vitae</i> provided contains demonstrated experience.	
	A) Design Change Management where the experience relates to the development, review or approval of aircraft design changes.	Provide a minimum of one example of work performed in each field.	
	B) Maintenance Program Management where the experience relates to the development, review or approval of changes to aircraft inspection schedules and maintenance manuals.	Provide a minimum of one example of work performed in each field.	
	C) Service Bulletin Implementation where the experience includes either the monitoring of other operator service information and technical bulletins; or the engineering review and feedback on this data for applicability to the aircraft type supported.	Provide a minimum of one example of work performed in each field.	
	D) Special Inspection or Engineering Action where the experience includes either the development of directions to maintenance organizations or the monitoring of compliance related to aircraft inspections for the purpose of gathering information to develop corrective actions.	Provide a minimum of one example of work performed in each field.	
	E) Flight Safety where the experience includes the development, review, coordination or implementation of Flight Safety Preventative Measures or reports.	Provide a minimum of one example of work performed in each field.	
	F) Airworthiness Process Manual Development where the experience includes both developing and reviewing airworthiness process manual content to achieve approval from either a civil regulator or the Technical Airworthiness Authority (TAA) for DND.	Provide a minimum of one example of work performed in each field.	

No.	MANDATORY TECHNICAL CRITERION FOR A SENIOR AIRWORTHINESS ANALYST	METHOD OF COMPLIANCE	BIDDER SUBSTANTIATION
MT: Senior Airworthiness Analyst			
	G) Basis of Certification Development where the experience includes developing, reviewing for comment or approving the basis of certification for aircraft design changes that result in the issue of a supplemental type certificate by a civil regulator or approval by the Technical Airworthiness Authority for DND.	Provide a minimum of one example of work performed in each field.	
	I) Airworthiness Audits Management where the experience includes coordinating all of the following pre- and post- airworthiness audit activities: a. Initiating pre-audit activities with applicable technical organization; b. Assessing of corrective action plans; c. Initiating follow up action; and d. Managing all deliverables from organizations.	Provide a minimum of one example of work performed in each field.	
M4	The Bidder's proposed Resource must possess a minimum two (2) years demonstrated experience in the last ten (10) years in project management which includes the performance of project planning, defining project tasks and timelines, project plan execution and project control (i.e., action items, schedules or meetings).	The <i>Curriculum vitae</i> provided contains demonstrated experience	
M5	The Bidder's proposed Resource must possess a minimum two (2) years of demonstrated contract management experience in the last ten (10) years to include Demonstrated Experience Monitoring Contracts Deliverables..	The <i>Curriculum vitae</i> provided contains demonstrated experience	
M6	The Bidder's proposed Resource must possess a minimum two (2) years of demonstrated experience in the past ten (10) years in aircraft record management and documentation control, which must include work performed in maintaining aircraft type records or configuration management records.	The <i>Curriculum vitae</i> provided contains demonstrated experience	
M7	The Bidder's proposed Resource must possess a minimum of two (2) years demonstrated experience in the last ten (10) years in the development and implementation of quality system procedures which include writing, reviewing or approval of quality audits or corrective action plans used in the engineering or technical support organization.	The <i>Curriculum vitae</i> provided contains demonstrated experience	

No.	MANDATORY TECHNICAL CRITERION FOR A SENIOR AIRWORTHINESS ANALYST	METHOD OF COMPLIANCE	BIDDER SUBSTANTIATION
MT: Senior Airworthiness Analyst			
M8	<p>The Bidder's proposed Resource must possess a minimum five (5) years demonstrated experience in the last ten (10) years in engineering or technical writing. Only the actual authoring of work related to aircraft technical issues or aerospace organizational issues captured in the following will be considered as demonstrated experience:</p> <ul style="list-style-type: none"> a. Audit observations or reports; b. Technical Memorandums; c. Technical Notes; d. Technical Briefing Notes; e. Flight Safety Reports; and f. Airworthiness Certification. 	<p>The <i>Curriculum vitae</i> provided contains demonstrated experience</p>	

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 rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred to satisfy the terms of any resulting contract. The following expenses cannot be charged directly nor separately from the professional fees to any contract that may result from the bid solicitation:

- a. Work described in Part 7, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2.
- b. travel between the successful bidder's place of business and the NCR; and
- c. the relocation of resources

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

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

1.0 Contract Period and Option Period(s)

1.1 The initial contract period is from contract award to two (2) years later (*dates to be inserted at contract award*).

Initial Contract Period:					
Category of Personnel	Level of Expertise	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
			A	B	C = A x B
Airworthiness Analyst	Senior	Secret	\$	480 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 1: From the end of the initial contract to 1 year later.					
Category of Personnel	Level of Expertise	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
			A		
Airworthiness Analyst	Senior	Secret	\$	240 days	\$
Evaluated Price (excluding taxes)					\$
Applicable taxes					\$

Option Period 2: From the end of the 1st Option year to 1 year later.					
Category of Personnel	Level of Expertise	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
			A		
Airworthiness Analyst	Senior	Secret	\$	240 days	\$
Evaluated Price (excluding taxes)					\$
Applicable taxes					\$

Option Period 3: From the end of the 2nd Option year to 1 year later.					
Category of Personnel	Level of Expertise	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
			A		
Airworthiness Analyst	Senior	Secret	\$	240 days	\$
Evaluated Price (excluding taxes)					\$
Applicable taxes					\$

2.0 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 property 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/canada/esdc-labour) 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.

5.2.3 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.

5.2.4 Education and Experience

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

5.2.5 Security Information

Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

- (a) Name of individual as it appears on security clearance application form: _____
- (b) Level of security clearance obtained: _____
- (c) Validity period of security clearance obtained: _____
- (d) Security Screening Certificate and Briefing Form file number: _____

5.2.6 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex E 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.

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.

6.3 Controlled Goods Requirement

SACC Manual clause [A9130T](#) (2019-11-28) 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".

7.2 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](#) (2020-05-28), 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.

7.2.2 Conflict of Interest

7.2.2.1 The Contractor and its personnel must immediately inform the Contracting Authority and the Technical Authority of any conflict of interest arising from the acquisition of information during the performance of the Work under this contract that would provide an advantage for the purpose of bidding on, or providing support or counsel, making representations or acting for or on behalf of any bidder, or any member of a bidder's team, with respect to any bid for future DND solicitations.

7.2.2.2 The Contractor is precluded of bidding on any future solicitations on which its resource(s) has participated in the preparation in any of the solicitation documents.

7.3 Security Requirements

7.3.1 Security requirements (SRCL and related clauses provided by Contract Security Program) can be found at Annex C 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), Public Works and Government Services Canada (PWGSC).
2. This contract includes access to **Controlled Goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
3. The Contractor/Offeror personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.

-
4. The Contractor/Offeror **MUST NOT** remove any **CLASSIFIED/PROTECTED** information or assets from the identified 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, 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) Contract Security Manual (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of _____ (*fill in start date of the work*) to two years later (*dates to be completed at contract award*).

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) 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: **Abbas Khokhar**
Title: Senior Material Acquisition & Support Officer, DAP 2-3-6
Department: Department of National Defence (DND)
Directorate: Directorate of Aerospace Procurement
Address: 101 Colonel By Drive
Ottawa, ON
K1A 0K2
Telephone: 819-939-6980
E-mail address: abbas.khokhar@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

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

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 its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$_____ (*to be specified in resulting contract*). Customs duties are included and Applicable Taxes are extra.

(b) No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. When it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

(c) 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

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

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 release document and any other documents as specified in the Contract; 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 addresses:
 1. WGM.DAP2_INVOICES_DOA2_RECU@FORCES.GC.CA
 2. the email address of the Contracting Authority identified under the section entitled "Authorities" of the Contract

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.

7.10 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 (2020-05-28), 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, Embedded Contractor Letter of Acknowledgement (ECLA);
- (g) Annex E, Non-disclosure Agreement;
- (h) the Contractor's bid dated _____,

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 Access to DND Computer Systems and Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex E, 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.

7.20 Dispute Resolution

(a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

-
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
 - (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
 - (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX A

STATEMENT OF WORK

1.0 TITLE/SCOPE

SENIOR AIRWORTHINESS ANALYST

SECTION 1 SCOPE

1.1 The purpose of this SOW is to define the scope, required tasks and the deliverables applicable to the provision of one Senior Airworthiness Analyst for technical engineering and maintenance services for the Weapon System Manager (WSM) of the CH149 Cormorant SAR Helicopter Fleet.

1.2 The primary role of the Senior Airworthiness Analyst will be to provide Director of Aerospace Equipment Program Management (Maritime) (DAEPM(M) 7) with services related to any activities that support airworthiness within the WSM organization.

1.3 Abbreviations and Acronyms used in this SOW:

- 1 CAD: 1 Canadian Air Division
- AAR: Annual Airworthiness Report
- AART: Annual Airworthiness Report Technical
- AD: Airworthiness Directive
- AFM: Aircraft Flight Manual
- AOP: Annual Operating Plan
- ARB: Airworthiness Review Board
- BOI: Board of Inquiry
- BOC: Basis of Certification
- CIETP: Cormorant Interactive Electronic Technical Publications
- DAEPM(M): Director of Aerospace Equipment Program Management (Maritime)
- DTAES: Directorate Technical Airworthiness and Engineering Support
- EPM: Engineering Process Manual
- EPMS: Engineering Process Manual Supplement
- FCFCL: Functional Check Flight Check List
- FMAS: Fleet Management and Analytics System
- FRC: Flight Reference Cards
- ISSC: In-Service Support Contractor
- MMEL: Master Minimum Equipment List
- MOB: Main Operating Base
- MPM: Maintenance Process Manual
- MTBF: Mean Time Between Failure
- NDQAR: National Defense Quality Assurance Region
- OAA: Operational Airworthiness Authority
- OAC: Operational Airworthiness Clearance
- OT&E: Operational Test and Evaluation
- PASS: Professional Airworthiness Support Services
- PED: Personal Electronic Device(s)
- PM: Performance Measure(s)
- PMO: Project Management Office
- RARM: Record(s) of Airworthiness Risk Management
- SDE: Senior Design Engineer
- SB: Service Bulletin

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- SI: Special Inspection
 - SOCD: Statement of Capability Deficiency
 - SOW: Statement of Work
 - TA: Technical Authority
 - TAC: Technical Airworthiness Clearance
 - UCR: Unsatisfactory Condition Report
 - WLO: WSM Liaison Officer
 - WSM: Weapon System Manager

SECTION 2 – REQUIREMENTS

2.1 Required Task(s): The DAEP(M) 7 Senior Airworthiness Analyst is required to perform work in accordance with the following task descriptions:

a. Airworthiness Program Activities:

- 1) Develop, review, and update policies, processes, and procedures applicable to the CH149 WSM organization;
- 2) As requested by the Technical Authority (TA), attend conferences, symposia, working groups or meetings as a participant or a presenter in order to keep current or inform pertinent parties of applicable Airworthiness Rules and Standards;
- 3) Coordinate input from the CH149 WSM, DTAES, 1CAD and ISSC organizations required for CH149 Design Change activities;
- 4) Coordinate CH149 TAC, OAC, Flight Permit, RARM, OT&E, PED and OAA concurrence approvals between the WSM, DTAES, 1CAD and ISSC organizations, as required;
- 5) Monitor In-service information and validate ISSC proposed recommendations;
- 6) Develop, review, and update the CH149 WSM EPMS;
- 7) Review ISSC proposed EPM and MPM changes, providing WSM comments to DTAES;
- 8) Assist the CH149 WSM staff in technical issue evaluation;
- 9) Coordinate, review, and update CH149 Flight Safety Preventative Measures;
- 10) Coordinate/review/update the CH149 AAR, the CH149 ARB Presentation Package, and the CH149 AAR Technical Review Checklist;
- 11) Coordinate/distribute and report on actions taken to address SI, SB and AD;
- 12) Coordinate the aircrew publication (AFM/FRC/FCFCL/MMEL) change process for CH149 WSM;
- 13) Monitor/research maintenance actions and procedures in FMAS, ERKS and CIETP;
- 14) Perform reviews of Life Cycle Material Management activities, and provide recommendations to the TA;

-
- 15) Participate in the development/approval of BOC for type design changes i.e., Modifications, alternate parts and amendments to the approved maintenance plan;
 - 16) Coordinate/track Failure Analysis/Trending in order to capture MTBF for CH149 components;
 - 17) Coordinate/monitor/advise on various projects to enhance the CH149 supportability and capability; and
 - 18) Support audits.

b. Training, Liaison, & Guidance:

- 1) Provide technical expertise related to your responsibilities as a Senior Airworthiness Analyst in meetings as required;
- 2) Provide airworthiness training support to internal/external agencies; and
- 3) Complete any training that has been deemed appropriate by the TA in support of this position.

c. Quality System Sustainment:

- 1) Use the AF9000 Plus Quality Management System, focusing on opportunities for continuous improvement; and
- 2) Participate in the continuous improvement of DAEP(M) 7 AF9000+ procedures.

d. Communication:

- 1) Prepare general correspondence, audit reports, observations, etc., as required in support of accreditation/audit activities;
- 2) Develop/review/upgrade the ISSC and PMO Task Lists and schedule, and coordinate associated task list meetings;
- 3) Provide technical expertise in development and coordinate activities required for implementation of CH149 Performance Measures;
- 4) Provide technical expertise for development, review and update of the CH149 Annual Operating Plan (AOP);
- 5) Develop/review/upgrade CH149 WSM Tracking Log for SOCD, UCR, Flight Safety Reports and BOI Preventative Measures;
- 6) Provide technical expertise to identify and track Project Priorities;
- 7) Coordinate Monthly Project Status Teleconference meetings and act as Deputy Lead; and
- 8) Prepare/present briefings/presentations in support of DAEP(M) 7 activities as required/directed.

SECTION 3 - DELIVERABLES

3.1 Deliverables will be in the form of services provided to the TA in accordance with this SOW and of the products generated thereof. All deliverables must be in a format specified by the TA. The documents that will be created in result of the SOW include but are not limited to the following:

1. Policies, processes, and procedures applicable to the CH149 WSM organization
2. CH149 WSM EPMS
3. CH149 ARB Presentation Package
4. CH149 AAR Technical Review Checklist
5. correspondence, audit reports, observations

3.2 The deliverables related to the services provided to the TA in accordance with this SOW will be documents such as: completed reports, memoranda, letters, airworthiness/technical dispositions, forms, and any other correspondence that are created in the performance of assigned tasks. Correspondence is defined as records of conversation and all written correspondence in any format. The Contractor is not authorized to make business, financial or operational decisions unless the Contractor has specifically been authorized to do so. All deliverables are subject to review by the TA prior to acceptance.

SECTION 4 - LOCATION OF WORK

4.1 Workplace: The primary place of work is in the DAEPM(M) 7 organization, located on the 7th floor, 455 Boulevard de la Carrière, Gatineau, QC. Under exceptional circumstances and with the approval of the TA, the Contractor may be directed to work from home.

ANNEX B

BASIS OF PAYMENT

1.0 Contract Period and Option Period(s)

1.1 The initial contract period is from _____ (insert start date) to two years later (insert end date at contract award).

Initial Contract Period:					
Category of Personnel	Level of Expertise	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
			A	B	C = A x B
Airworthiness Analyst	Senior	Secret	\$	480 days	\$
Price (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.

Initial Contract Period: From the end of the initial contract to 1 year later.					
Category of Personnel	Level of Expertise	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
			A	B	C = A x B
Airworthiness Analyst	Senior	Secret	\$	240 days	\$
Price (excluding taxes)					\$
Applicable taxes					\$
Total					\$

Initial Contract Period: From the end of the 1st Option year to 1 year later.					
Category of Personnel	Level of Expertise	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals

			A	B	C = A x B
Airworthiness Analyst	Senior	Secret	\$	240 days	\$
Price (excluding taxes)					\$
Applicable taxes					\$
Total					\$

Initial Contract Period: From the end of the 2nd Option year to 1 year later.					
Category of Personnel	Level of Expertise	Level of Security	Firm All Inclusive Per Diem Rate (CAD)	Estimated Level of Effort	Totals
			A	B	C = A x B
Airworthiness Analyst	Senior	Secret	\$	240 days	\$
Price (excluding taxes)					\$
Applicable taxes					\$
Total					\$

2.0 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.

3.0 Customs and Duties are included and applicable taxes are extra

ANNEX C

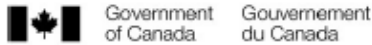
SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat W8485-21-SC08 AMENDMENT 1 Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction	DND DGAEPM	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant		
4. Brief Description of Work / Brève description du travail			
As the Senior Airworthiness Analyst, support the CH149 WSM in Airworthiness Program Activities, Training, Liaison and Guidance, Quality System Sustainment and Communication with different agencies such as IMP Aerospace, PSPC, DAP, Directorate of Flight Safety, DTAES, SSO SAR and others.			
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Etranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / A ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	



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UNCLASSIFIED

PART A (continued) / PARTIE A (suite)		
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)		
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis		
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS		<input type="checkbox"/> TOP SECRET TRÈS SECRET
		<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux :		
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.		
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)		
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS		
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
PRODUCTION		
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)		
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui

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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur,

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support IT																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification",
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

ANNEX D, 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 E ACCESS TO DND COMPUTER SYSTEMS AND NON-DISCLOSURE AGREEMENT

1. For purposes of carrying out its work under the Contract, the Contractor and its personnel as required, whether as employee, subcontractor, agent, or otherwise, must be given access to the DND Enterprise Resource Planning (ERP) application known as the Defence Resource Management Information System (DRMIS), also sometimes referred to as either one of its parent applications, the Financial Management Accounting System (FMAS) or the Materiel Acquisition and Support Information System (MASIS). The specific User Roles within DRMIS to which the Contractor must have access to carry out its work under the Contract are listed in Addendum 1 to Appendix 1 of this Annex. In performance of the work, the Contractor agrees that it and its personnel will restrict their use of and access to only the DRMIS data and associated data tables which are required to carry out the Work under the Contract and which reside in the DRMIS modules listed in the DRMIS modules listed in Addendum 1 to this Annex. The Contractor also agrees that neither it nor any of its personnel will access any information or data from DRMIS that is not specifically required to perform the work under the Contract nor use or disclose any such information or data for any purpose whatsoever. The Contractor agrees that it will by contract subject its subcontractors at any tier and agents who have access to DRMIS to the same obligation and restriction before any of them is permitted to access the DRMIS system.
2. The Contractor must require every individual personnel performing Work pursuant to the Contract and who will be given access to DRMIS to sign the Access and Non-Disclosure Agreement attached at the Appendix 1 to this Annex. The Contractor must deliver each such Access and Non-Disclosure Agreement to the Technical Authority before the individual personnel is permitted to access DRMIS.
3. The Contractor agrees to notify the Contracting Authority immediately when the Contractor becomes aware of any actual or potential breach of this Annex or of an Access and Non-Disclosure Agreement, including the name or names of the persons who have committed or have planned to commit a breach and all information that the Contractor is reasonably able to obtain as to the nature of the breach and the data in DRMIS that was accessed in breach of the Contract or the Agreement. The Contractor must immediately transmit to the Contracting Authority any notice it receives from a subcontractor at any tier of any breach or potential breach.
4. The Contractor agrees that where it becomes aware that any of its personnel or the personnel of any subcontractor at any tier have breached this Annex (or the equivalent in a subcontract at any tier) or an Access and Non-Disclosure Agreement, or have been given access to DRMIS without having been required to sign the Access and Non-Disclosure Agreement, and unless Canada determines that no advantage to a bidder in a procurement could have resulted from the breach, the Contractor must, for a period of two (2) years commencing on the date of the last possibility of access to DRMIS by that person, not use the services of or information from that person in preparing, participating in, or advising on any bid in a competitive procurement by Canada in which unauthorized access to DRMIS could provide an advantage to a bidder. The restriction in the preceding sentence applies as well to any bid of a subcontractor at any tier whose personnel is responsible for the breach, or to any bid in which the subcontractor at any tier, as applicable, is a participant, subcontractor or provides advice or assistance to a bidder. The Contractor agrees that Canada may, in a call for tenders or Request for Proposal for any such competitive procurement, provide that all bidders must certify that they have not, in the preparation of a bid, used the services of or information from a person who has committed a breach referred to in this paragraph whose name will be listed in the tender call or Request for Proposal documents.
5. The Contractor agrees that if Canada receives or discovers credible evidence, in the sole opinion of Canada, of a breach of this Annex or of an Access and Non-Disclosure Agreement, or such evidence sufficient to create a reasonable apprehension of such a breach that, in Canada's sole opinion, if known would present a significant risk of a successful legal challenge to a competitive procurement, Canada will have sufficient grounds for disqualification of any bid of the Contractor

or in which the Contractor is a participant, subcontractor or advisor, or if a contract has already been awarded to the bidder of such a bid, Canada will have sufficient grounds to terminate that contract for default. The Contractor will ensure that all subcontractors at any tier are aware of and bound by this provision and paragraph 6 below in relation to procurement by Canada or a contract awarded by Canada.

6. The remedies in paragraph 5 above are not applicable to a breach described in paragraph 4 above by personnel unless the conditions of paragraph 5 are met, and either (a) the breach was directed, requested or condoned by the Contractor's or subcontractor's management or supervisor of the personnel, as applicable, or (b) the Contractor or subcontractor, as applicable, has used or contributed in a bid information obtained as a result of such a breach, or has otherwise benefitted from the breach.
7. Canada has the right to monitor and record all activities associated with the use of DND computer systems.
8. Canada may, on written notice to the Contractor at least five (5) days before the effective date of the modifications, unilaterally make modifications to Appendix 1 to this Annex. Prior to the effective date of the modifications, the Contractor must deliver a copy of the revised Appendix 1 to its subcontractors at any tier who have access to DRMIS, and to its personnel who have access to DRMIS. On the effective date identified in the notice from Canada, regardless of whether the Contractor delivers a copy of the revised Appendix 1 to the affected parties, the revised Appendix 1 will come into effect for purposes of this Annex and all affected subcontracts and all Access and Non-Disclosure Agreements.

APPENDIX 1 TO ANNEX E, ACCESS AND 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 provided by or on behalf of Canada in connection with the work pursuant to Contract Serial No. _____ (insert number) between Her Majesty the Queen in right of Canada, represented by the Minister of National Defence and _____ (“Prime Contractor”), including information that may be confidential or proprietary to third parties, and information conceived, developed or produced as part of the work under the contract. For the purposes of this agreement, information includes but is not limited to: any documents, specifications, 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 if I have been given access to the DND Enterprise Resource Planning (ERP) application known as the Defence Resource Management Information System (DRMIS), also sometimes referred to as either one of its parent applications, the Financial Management Accounting System (FMAS) or the Materiel Acquisition and Support Information System (MASIS), I will restrict my use of and access to the system only to the DRMIS data and associated data tables which are required to carry out the work under the contract, and which reside in the DRMIS modules listed in the Schedule of DRMIS roles of this agreement. I agree that I will not access any information or data from DRMIS that is not specifically required to perform the work under the contract.

I agree that modifications to the Schedule of DRMIS roles may be made unilaterally by Canada and that the modifications shall be effective on the date determined by Canada provided that notice of the modifications has been provided to the prime contractor _____ at least five (5) days prior to the effective date.

I acknowledge that Canada has the right to monitor and record all activities associated with the use of DND computer systems.

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 or any information from the DRMIS system to any person other than a person employed by my employer or Canada who has a need to know for purposes of carrying out the work under the contract. I undertake to safeguard the same and take all necessary and appropriate measures required by my employer, 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 agree that any information provided to my employer by or on behalf of Canada must be used solely for the purpose of the work under the contract and will remain the property of Canada or a third party, as the case may be.

In addition to any remedies against me at law, I have been advised by my employer that, if it is demonstrated that I have breached this agreement, I may be prevented for a period of time from working on any bid in certain future competitive procurements by Canada.

I agree that the obligations of this agreement will survive the completion of the Contract Serial No.: _____ (insert number).

Signature

Date

ADDENDUM 1 to APPENDIX 1 to ANNEX E, SCHEDULE OF DRMIS ROLES

DRMIS Roles, if applicable, will be determined once the contractor resource commences work.