



National Defence  
National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

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

**REQUEST FOR PROPOSAL /  
DEMANDE DE PROPOSITION**

**RETURN BIDS TO /  
RETOURNER LES SOUMISSIONS À:**

Bid Receiving – PWGSC / Réception des  
soumissions - TPSGC  
11 Laurier St. / 11 rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Québec  
K1A 0S5

**Proposal To: National Defence Canada**  
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 : Défense nationale Canada**  
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 indiqué(s).

**Solicitation Closes /  
L'invitation prend fin:**

At / à :

1400 ET

On / le :

30 May 2023

<b>Title / Titre:</b> DFS Flight Data Monitoring System	<b>Solicitation No / No de l'invitation:</b> W3373-23-GA01
<b>Date of Solicitation / Date de l'invitation:</b> 3 April 2023	
<b>Address Enquiries to – Adresser toutes questions à:</b> Greg Annand greg.annand@forces.gc.ca Director Aerospace Procurement 455 Bd de la Carrière, Gatineau, QC J8Y 6V7	
<b>Telephone No. / N° de téléphone:</b> 819-939-0025	<b>FAX No / No de fax:</b> 0
<b>Destination:</b> NDHQ Carling – Bldg 7, C/O DGAS – DFS 60 Moodie Dr Nepean, ON 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

<b>Delivery required / Livraison exigée:</b> Upon Contract Award	<b>Delivery offered / Livraison proposée:</b>
<b>Vendor Name and Address / Raison sociale et adresse du fournisseur:</b>	
<b>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):</b>	
<b>Name / Nom:</b> _____	<b>Title / Titre:</b> _____
<b>Signature:</b> _____	<b>Date:</b> _____

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION.....</b>	<b>1</b>
1.1 INTRODUCTION .....	1
1.2 SUMMARY.....	1
1.3 DEBRIEFINGS .....	2
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>2</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	2
2.2 SUBMISSION OF BIDS .....	2
2.3 FORMER PUBLIC SERVANT – COMPETITIVE BID ( <i>SACC MANUAL A3025T</i> ) (2014-06-26).....	2
2.4 ENQUIRIES - BID SOLICITATION .....	4
2.5 APPLICABLE LAWS .....	4
<b>PART 3 - BID PREPARATION INSTRUCTIONS .....</b>	<b>5</b>
3.1 BID PREPARATION INSTRUCTIONS .....	5
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>6</b>
4.1 EVALUATION PROCEDURES .....	6
4.2 BASIS OF SELECTION.....	6
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>8</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	8
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS .....</b>	<b>9</b>
6.1 SECURITY REQUIREMENTS.....	9
<b>PART 7 - RESULTING CONTRACT CLAUSES .....</b>	<b>9</b>
7.1 STATEMENT OF WORK .....	9
7.2 STANDARD CLAUSES AND CONDITIONS .....	9
7.3 SECURITY REQUIREMENTS.....	9
7.4 TERM OF CONTRACT .....	9
7.5 AUTHORITIES .....	10
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	12
7.7 PAYMENT.....	12
7.8 INVOICING INSTRUCTIONS .....	12
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	13
7.10 APPLICABLE LAWS .....	13
7.11 PRIORITY OF DOCUMENTS .....	13
7.12 DEFENCE CONTRACT .....	13
7.13 INSURANCE REQUIREMENTS .....	13

Solicitation No. - N° de l'invitation  
W3373-23-GA01

Amd. No. - N° de la modif.

Purchasing Group ID - Id de l'acheteur

Client No. - N° de réf. Du client  
W3373-23-GA01

File No.. - N° du dossier.

CCC No./N° CCC - FMS No./N° VME

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<b>ANNEX A</b>	
STATEMENT OF WORK.....	A1
<b>ANNEX B</b>	
BASIS OF PAYMENT .....	B1
<b>ANNEX C</b>	
TECHNICAL BID CRITERIA AND SCORING MATRIX.....	C1

## **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 and the Technical Bid Criteria and Scoring Matrix.

### **1.2 Summary**

1.2.1. The Royal Canadian Air Force (RCAF) Directorate of Flight Safety (DFS) has a requirement for a Flight Data Monitoring (FDM) capability to meet the Canadian Armed Forces (CAF) trial objectives.

1.2.2. The objective of the FDM trial is to assess this capability which could bridge the gap in flight safety prevention. Since RCAF does not currently have the means to build this capability internally, DFS proposes to contract a third-party supplier (TPS), or provider, that specializes in FDM services.

1.2.3. There are no 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. 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-European Union Comprehensive Economic and Trade Agreement (CETA) and the Canadian Free Trade Agreement (CFTA).

1.2.5. Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

### **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 (2022-03-29) 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 20, Further Information is deleted in its entirety.

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Any bids submitted elsewhere must be resubmitted to the Bid Receiving Unit.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC 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 fpps, 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 an FPS in receipt of a pension? **Yes ( ) No ( )**  
If so, the Bidder must provide the following information, for all fpps 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 an 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 an 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 10 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.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (1 hard copies) and 1 soft copies as a .pdf document;

Section II: Financial Bid (1 hard copies) and 1 soft copies as a .pdf document.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid 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:

- (a) use 8.5 x 11-inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- (a) use 8.5 x 11-inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- (b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **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 experience a thorough, concise and clear manner for meeting technical criteria and 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 Annex B, Basis of Payment.

### **3.1.2 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

## **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 Annex C.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

#### **4.2.1 Highest Combined Rating of Technical Merit and Price**

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory criteria; and
- (c) obtain the required minimum of 29 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 37 points.
- (d) Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- (e) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 75% for the technical merit and 25% for the price.
- (f) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 75.
- (g) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25%.
- (h) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (i) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

**4.2.2** In the event two or more responsive bids have the same lowest evaluated price, the proposal with the most years experience in Annex A, Table 3, Item 31 will be recommended for award of a contract.

#### **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.

### **5.2.3 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements,

experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement associated with the requirement.

## **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" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

### **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**

2010C (2022-12-01), General Conditions - Medium 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** There is no security requirement applicable to the Contract.

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive.

#### **7.4.2 Delivery Date**

All the deliverables must be received on or before \_\_\_\_\_.

#### **7.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Jessica Ferguson  
Title: DAP 8  
Department of National Defence (DND)  
Directorate: Director of Aerospace Procurement  
Address: 455 Bd de la Carrière  
Gatineau  
QC J8Y 6V7  
Telephone: 613-286-7270  
E-mail address: Jessica.Ferguson2@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:  
Address:  
Telephone:  
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 Procurement Authority**

The Procurement Authority for the Contract is:

Name: Greg Annand

Title: DAP 8-6-3

Department of National Defence (DND)

Directorate: Director of Aerospace Procurement

Address: 455 Bd de la Carrière

Gatineau

QC J8Y 6V7

Telephone: 819-939-0025

E-mail address: greg.annand@forces.gc.ca

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

### **7.5.4 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: 2019-01 of the Treasury Board Secretariat of Canada.

## **7.7 Payment**

### **7.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (*insert amount at contract award*). Customs duties are \_\_\_\_\_ and Applicable Taxes are extra.

### **7.7.2 Limitation of Price**

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **7.7.3 Milestone Payments**

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract, Annex B, Table 3, and the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- (c) all work associated with the milestone and as applicable any deliverable required has been completed and 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.

**7.8.2** Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Contract.

## **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 2010C (2022-12-01), General Conditions - Medium Complexity - Services
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Technical Bid Criteria and Scoring Matrix;
- (f) the Contractor's bid dated \_\_\_\_\_.

### **7.12 Defence Contract**

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

### **7.13 Insurance Requirements**

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



## STATEMENT OF WORK

### 1. SCOPE

#### 1.1. Purpose

- 1.1.1. The purpose of this Statement of Work (SOW) is to describe the requirements and support required from the contractor (hereby referred to as the *provider*), for providing a Flight Data Monitoring (FDM) capability to meet the Canadian Armed Forces (CAF) trial objectives.
- 1.1.2. The objective of the FDM trial is to assess this capability which could bridge the gap in flight safety prevention. Since the Royal Canadian Air Force (RCAF) does not currently have the means to build this capability internally, the Directorate of Flight Safety (DFS) proposes to contract a third-party supplier (TPS), or provider, that specializes in FDM.

#### 1.2. Background

- 1.2.1. The RCAF invests an enormous amount of resources in training aircrew and in purchasing technologically advanced aircraft and materiel. Past mishaps have caused tremendous monetary losses, and more tragically, loss of lives. Consequently, DFS was mandated to champion a pro-active, effective, and innovative Flight Safety Program (FSP) that enhances combat-effectiveness by preventing the accidental loss of aerospace resources. To that effect, it is incumbent upon DFS to always strive to provide effective preventive measure (PM) recommendations to stakeholders, and to find pro-active and innovative solutions to predict and prevent mishaps.
- 1.2.2. Flight Safety (FS) data collection currently relies entirely on occurrences that have been reported, or through evident outcomes. This makes FS prevention efforts reactive by nature. Moreover, this method makes no use of available technology that enables continuous monitoring of routine flights.
- 1.2.3. FDM is a capability that leverages existing technology. It requires the routine download of flight data saved on aircraft Flight Data Recorders (FDR), or similar recording devices. That data is then analyzed with software capable of identifying trigger events which are set in accordance with (IAW) the current phase of flight, and alerts FS personnel that an event requires their attention. After review, this data is then compiled. The aggregated data can help an FDM analyst determine if unsafe emergent trends exist, if improvement was measurable following the implementation of past pms, or if further investigation is required.
- 1.2.4. Most accidents are preventable, and result from developing trends and multi-layered latent conditions. In order to become proactive, FS prevention needs to bring into focus those trends and latent conditions through the use of FDM, and to implement pms that

effectively negate the threat. This is akin to ‘analyzing the accident that did not happen.’

### 1.3. **Intended Use**

- 1.3.1. DFS intends to use this trial as a proof of concept and as an experimental approach to further develop this capability. DFS will internally appoint an FDM cell to manage the capability and operate as FDM analysts.
- 1.3.2. The trial will be conducted on a limited selection of aircraft and will allow collaboration between the selected provider and the FDM cell to establish this new capability, identify best practices, and determine how it can be implemented on the remaining CAF aircraft fleets.

### 1.4. **Acronyms and Abbreviations**

<b>Abbreviation</b>	<b>Description</b>
CAF	Canadian Armed Forces
COTS	Commercial Off-The-Shelf
DND	Department of National Defence
DFS	Directorate of Flight Safety
FDR	Flight Data Recorder
FDM	Flight Data Monitoring
FS	Flight Safety
FSP	Flight Safety Program
IAW	In Accordance With
NCR	National Capital Region
OPI	Office of Primary Interest
PM	Preventative Measure
RCAF	Royal Canadian Air Force
SME	Subject Matter Expert
SOW	Statement of Work
TPS	Third Party Supplier

*Table 1: List of Abbreviations*

### 1.5. **References**

- 1.5.1. The following references are provided with the Request for Proposal. Where mentioned, the following specifications, standards and publications must be used for the preparation of deliverables to the extent specified in this SOW:

<b>Reference</b>	<b>Promulgation</b>	<b>Reference Title</b>
A-GA-135-001/AA-001	2021-11-18	FLIGHT SAFETY FOR THE CANADIAN ARMED FORCES
A-GA-135-003-AG-001	2019-11-19	AIRWORTHINESS INVESTIGATION MANUAL (AIM)
C-05-005-001/AG-001	2022-03-01	TECHNICAL AIRWORTHINESS MANUAL (TAM)

1.6. **Order of Precedence**

1.6.1. In the event of a conflict between the content in this SOW and the referenced documents, the content of this SOW must take precedence.

2. **GENERAL REQUIREMENTS**

2.1. **Scope of Work**

2.1.1. The FDM services provider must meet all the specific requirements identified in this SOW.

2.1.2. The provider must provide the following services:

(a) Full-spectrum FDM services consisting of:

- i. Web application for use by FDM analysts;
- ii. Web hosting of flight data; and
- iii. Automated data processing.

(b) Customer service for the duration of the contract at no additional cost; and

(c) One-time FDM analysis training session.

2.1.3. The FDM services must be established for the following aircraft:

(a) 83 x CH146 Griffon;

(b) 4 x CT142 Gonzo;

(c) 4 x CC144 Challengers.

2.1.4. The duration of the FDM trial is two calendar years from the agreed upon commencement date by DFS and the provider, and all FDM services must remain in place until the end of this contract.

## 2.2. **Tasks**

2.2.1. The provider must:

- (a) Establish a web platform for DFS to conduct FDM;
- (b) Establish a procedure to manually upload flight data to a dedicated server;
- (c) Provide IT equipment required (i.e. Workstations) to upload flight data, if required;
- (d) Provide secured, remote-access server(s);
- (e) Assist DFS in the setup of the FDM capability (i.e. The technical profiles and flags); and
- (f) Train DFS personnel on the system and in-flight data analysis in general.

## 2.3. **Constraints**

2.3.1. The provider must provide the capability without the need to install additional hardware on the subject fleet(s). Additionally:

- (a) The FDM system must not contravene the *Technical Airworthiness Manual (TAM)*; and
- (b) The FDM services provided must follow the intent of the FSP as described in the *A-GA-135 series of documents*.

## 2.4. **Support Provided by Canada**

2.4.1. DFS will appoint an FDM Officer to manage the project, and act as the FDM cell Lead within DFS. This person will be the Office of Primary Interest (OPI) for technical set up of the capability.

## 3. **OPERATIONAL REQUIREMENTS**

### 3.1. **Security**

3.1.1. The system must be able to send, receive, process, and store data in a secure manner. The flight data is not classified but *may contain sensitive information*. As such, safeguards must be in place to ensure only authorized personnel can access it. The authority for accessing flight data rests with DFS.

### 3.2. **Compatibility**

- 3.2.1. The system must be compatible with existing FDR data. It must not require any additional airframe hardware installation in order to function (IAW paragraph 2.3.1 above).
- 3.2.2. The Web Application must be accessible from the Internet from any type of device (desktop or mobile) in a browser-based application.
- 3.2.3. The application should be accessible via the Defence-Wide Area Network (DWAN). In the event the application is blocked by DWAN firewall, DFS personnel would not be able to access the application using their government-issued IT equipment (laptop). In this case, the provider must lend an adequate number of laptops (minimum of 2) to DFS for the duration of the contract.

### 3.3. **Operability**

- 3.3.1. The Web platform must be accessible from any CAF operational location.
- 3.3.2. The capability must be accessible at all times, with the exception of short outages for maintenance purposes or due to unforeseen circumstances. The provider must give DFS a 48-hour notice for any known upcoming outages.

## 4. **PLATFORM REQUIREMENTS**

### 4.1. **System**

- 4.1.1. The system must be capable of handling all the required data without any bandwidth or storage limitations.
- 4.1.2. The system must be able to store all available flight data with high fidelity and minimal data loss.

### 4.2. **Web Interface**

- 4.2.1. The User Interface (UI) must be modern and designed to be user-friendly and intuitive. This is to ensure only minimal training is required for new DFS personnel.
- 4.2.2. The UI must also have a customizable layout to fit user preferences.
- 4.2.3. The UI must be available in both official languages (i.e. French and English).
- 4.2.4. The system must allow the user to pre-define event flags of interest.
- 4.2.5. The user must also be able to add additional flags and conduct retrospective analysis on all available flight data based on those new flags.

#### 4.3. **User Profiles**

- 4.3.1. The Web Application must be tailored to the user-level access determined by DFS.
- 4.3.2. DFS (as the administrator) must be able to create new user-profiles and determine their level of access.
- 4.3.3. User accounts properties must include:
  - (a) Personal identification credentials;
  - (b) Level of access; and
  - (c) Group inbox access (i.e. Assigned to a fleet or unit, depending on user).
- 4.3.4. Users must be able to select their preferred settings, including official language preference per paragraph 4.2.3 above.

#### 4.4. **Application Features**

- 4.4.1. The application's main page must be a user dashboard which highlights the following information at a minimum:
  - (a) Recent alerts/flagged events;
  - (b) Statistics of trending events;
  - (c) An inbox of events assigned to the user for review.
- 4.4.2. Notwithstanding paragraph 4.1.1 above, these items need not to be always displayed:
  - (a) A toggle display (show-hide) is perfectly acceptable; and
  - (b) Empty items may be hidden by default.
- 4.4.3. The application must allow for collaboration between multiple users/groups. This must include, at a minimum:
  - (a) The ability for a user to receive only alerts assigned to their group (fleet/unit);
  - (b) The ability for multiple users of the same group (fleet/unit) to collaborate and review events from a common inbox, and track the remaining open items in real-time; and
  - (c) Re-assign event for review to another user of the same group, or to another group (fleet/unit), if required.
- 4.4.4. The application must allow user to research previous events using keywords and filters on the following data fields as a minimum:

- (a) Geolocation;
- (b) Aircraft type;
- (c) Event type;
- (d) Risk level; and
- (e) Event status (open or closed).

4.4.5. The application must include a visual playback (i.e. Animation module) feature. This feature must include:

- (a) A customizable layout which lets the user rearrange cockpit displays and flight path information;
- (b) 3D rendering of the playback sequence; and
- (c) High-fidelity own-ship geolocation, as well as terrain and airport rendering.

4.4.6. The system must include an information distribution feature to allow DFS to create reports on interpreted FDM data and statistics for external use. This feature must:

- (a) Include the option to create and publish some predefined reports automatically; and
- (b) Host published reports on the Web for internal (DFS use), or public access, as determined by DFS for the specified report type.

## **5. PROVIDER REQUIREMENTS**

### **5.1. Provider Expertise**

5.1.1. The provider must have a minimum of 5 years of experience as an FDM service provider.

5.1.2. Additionally, the provider should have experience in aviation crash investigation.

5.1.3. The provider should have experience as an FDM service provider to major aircraft operators, either military or civilian.

5.1.4. The provider must be capable of training DFS personnel and offer this training within the agreed upon schedule after contract award. This training must be conducted in person in the NCR.

## BASIS OF PAYMENT

During the period of the Contract, the Contractor will be paid in a single payment as specified below.

### 1. Contract Period

The contract period is for a duration of two (2) calendar years.

<b>All Prices must be projected for the entire contract length of two (2) years.</b>			
<b>Line Item</b>	<b>Description</b>	<b>Requirement</b>	<b>Cost</b>
1	Software Subscription	2 Years	\$
2	Initial training (as per Annex A, 5.1.4)	One-time	\$
3	Accessories (list all expected costs to GoC)	2 Years	\$
4			\$
5			\$
6			\$
		Total (excluding taxes)	\$

*Table 2: Basis of Payment*

### 2. Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

<b>Milestone No.</b>	<b>Description or “Deliverable”</b>	<b>Firm Amount</b>	<b>Due Date or “Delivery Date”</b>
1	Software Subscription activated and required equipment delivered to destination, Year 1	As per Annex B, Table 2	Upon Contract award
2	Initial training (as per Annex A, 5.1.4)	As per Annex B, Table 2	Upon contract award
3	Software Subscription activated and required equipment delivered to destination, Year 2	As per Annex B, Table 2	Upon start of the second calendar year of the contract

*Table 3: Schedule of Milestones*



### TECHNICAL BID CRITERIA AND SCORING MATRIX

Table below outlines the criteria evaluation for the FDM trial. The technical criteria refer to the SOW at annex A. Mandatory criteria are the minimum requirements and are not awarded any points (Pass/Fail). Above and beyond the minimum requirements, and optional features are awarded points as detailed in the evaluation grid.

ITEM	CRITERIA REFERENCE	SCORING	SERVICE OFFERED	PROOF OF COMPLIANCE
<b>MANDATORY CRITERIA (PASS = 1 POINT)</b>				
1	2.1.2 – Services	Pass/Fail		
2	2.1.3 – Aircraft	Pass/Fail		
3	2.1.4 – Duration	Pass/Fail		
4	2.2.1 – Tasks	Pass/Fail		
5	2.3.1 – Constraints	Pass/Fail		
6	3.1.1 – Security	Pass/Fail		
7	3.2.1 – Compatibility	Pass/Fail		
8	3.2.2 – Platform	Pass/Fail		
9	3.2.3 – DWAN	Pass/Fail		
10	3.3.1 – Accessibility	Pass/Fail		
11	3.3.2 – Availability	Pass/Fail		
12	4.1.1 – Capacity	Pass/Fail		
13	4.1.2 – Storage	Pass/Fail		
14	4.2.1 – UI design	Pass/Fail		
15	4.2.2 – UI customization	Pass/Fail		
16	4.2.3 – Bilingual UI	Pass/Fail		
17	4.2.4 – User-defined events	Pass/Fail		
18	4.2.5 – User-level research	Pass/Fail		
19	4.3.1 – Customizable user access	Pass/Fail		
20	4.3.2 – Admin rights	Pass/Fail		
21	4.3.3 – Account properties	Pass/Fail		
22	4.3.4 – User Preferences	Pass/Fail		
23	4.4.1 – Dashboard requirements	Pass/Fail		
24	4.4.3 – Collaboration	Pass/Fail		
25	4.4.4 – Filters	Pass/Fail		
26	4.4.5 – Animation module	Pass/Fail		
27	4.4.6 – Information distribution	Pass/Fail		

28	5.1.1 – Provider’s experience	<5yrs: Fail 5yrs: Pass 10yrs: 3pt 20yrs: 5pts		
29	5.1.4 – FDM training	Pass/Fail		
<b>OPTIONAL FEATURES</b>				
	<b>CRITERIA REFERENCE</b>	<b>SCORING</b>	<b>SERVICE OFFERED</b>	<b>PROOF OF COMPLIANCE</b>
30	5.1.2 – Investigative experience	5yrs: 1pt 10yrs: 2pts		
31	5.1.3 – Defense aerospace experience	5yrs: 1pt 10yrs: 2pts		

Table 4: Bid Evaluation Grid

Minimum score to be technically responsive = 29 points