

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Public Works and Government Services Canada**  
**Telus Plaza North/Plaza Telus Nord**  
**10025 Jasper Ave./10025 ave. Jaspe**  
**5th floor/5e étage**  
**Edmonton**  
**Alberta**  
**T5J 1S6**  
**Bid Fax: (780) 497-3510**

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### Proposal To: Public Works and Government Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

### Proposition aux: Travaux Publics et Services Gouvernementaux 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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

### Comments - Commentaires

<b>Title - Sujet</b> EIS Detection of Biological Agents	
<b>Solicitation No. - N° de l'invitation</b> W7702-135551/A	<b>Date</b> 2012-08-29
<b>Client Reference No. - N° de référence du client</b> W7702-135551	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-002-9522	
<b>File No. - N° de dossier</b> EDM-2-35178 (002)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-09-14</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Scott, Jasmine	<b>Buyer Id - Id de l'acheteur</b> edm002
<b>Telephone No. - N° de téléphone</b> (780) 497-3578 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE BLDG 560 RECEIVING RALSTON ALBERTA T0J2N0 CANADA	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

### Vendor/Firm Name and Address

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

### Issuing Office - Bureau de distribution

Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into six parts 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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 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, Disclosures Certification, Mandatory Criteria, Evaluation Criteria and Selection Method and Consent to a Criminal Record Verification.

### **2. Summary**

Defence Research and Development Canada (DRDC) - Suffield, Medicine Hat, Alberta has a requirement to develop a reagentless, handheld biological sensor. The objectives of this project are 1) to characterize up to three TLRs with respect to different pathogen-associated molecular patterns in binding affinities and specificities, and 2) to develop a prototype EIS sensor platform to carry out assays of the analytes in typical environmental field samples and/or typical but simulated body fluids using non-infectious, non-hazardous materials from commercial sources, as outlined in the Statement of Work, Annex "A".

The Contract period is from date of award to March 31, 2014 inclusive.

The requirement is limited to Canadian goods and/or services.

### **3. Debriefings**

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **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 (<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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

## 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.

**Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.**

## 3. 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 4. Applicable Laws

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

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

### 1. Bid Preparation Instructions

Section I: Technical Bid (3 hard copies)  
 Section II: Management Bid (3 hard copies)  
 Section III: Financial Bid (2 hard copies)  
 Section IV: Certifications (1 hard copies)

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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) 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.

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**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: Management Bid**

In their management bid, bidders must describe their capability and experience, the project management team and provide client contact(s).

**Section III: Financial Bid**

**1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

**1.2 Exchange Rate Fluctuation**

C3011T (2010-01-11), Exchange Rate Fluctuation

**Section IV: Certifications**

Bidders must submit the certifications required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****1. Evaluation Procedures**

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

**1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Annex "D".

**1.2 Financial Evaluation**

Financial evaluation will be based on the total limitation of expenditure proposed in Annex "B". The costs for the items in Annex "B" will be added together to obtain the total limitation of expenditure.

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

**2. Basis of Selection**

Basis of Selection as included in Annex "D".

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Bidders must submit with their bid, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed form (PWGSC-TPSGC 229) **attached at Annex "E"**, for each individual named in the list.

### 2. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### 2.1 **Federal Contractors Program - Certification - \$200,000 or more**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168.

<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>

Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

### The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, <http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html> S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.\_

[Http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml)

## 2.2 Former Public Servant Certification

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

### 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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Bidder must provide the following information:

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

### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

### Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

## 2.3 Status and Availability of Resources

2.3.1 SACC Manual clause A3005T (2010-08-16), Status and Availability of Resources

## 2.4 Education and Experience

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



**2.5 Canadian Content Certification**

**2.5.1.** SACC Manual clause A3050T (2010-01-11), Canadian Content Definition.

**2.5.2 Canadian Content Certification**

This procurement is limited to Canadian services.

The Bidder certifies that:

(    )    the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 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 and management portion of the Contractor's bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

### 2. Standard Clauses and Conditions

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

#### 2.1 General Conditions

2040 (2012-07-16), General Conditions - Research & Development, apply to and form part of the Contract.

### 3. Term of Contract

#### 3.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2014 inclusive.

### 4. Authorities

#### 4.1 Contracting Authority

The Contracting Authority for the Contract is:

Jasmine Scott  
Supply Specialist  
Acquisitions, Western Region  
Department of Public Works and Government Services  
Telus Plaza North,  
10025 Jasper Avenue, 5th Floor  
Edmonton, AB T5J 1S6

Telephone: (780) 497-3578  
Facsimile: (780) 497-3510  
E-mail address: [jasmine.scott@pwgsc-tpsgc.gc.ca](mailto:jasmine.scott@pwgsc-tpsgc.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.

#### 4.2 Technical Authority

*(To be filled in at Contract Award)*

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_.

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.

**4.3 Administrative Authority***(To be provided at Contract award)*

The Administrative Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail address: \_\_\_\_\_

**4.4 Contractor's Representative***(To be filled out by Bidder)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail address: \_\_\_\_\_

**5. Payment****5.1 Basis of Payment - Limitation of Expenditure**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined 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 Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. 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 percent committed, or
  - (b) four (4) 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.

3. 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.

### 5.3 Progress Payments

5.3.1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:

- (a) an accurate and complete claim for payment using form PWGSC-WR01, 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) the amount claimed is in accordance with the basis of payment;
- (c) the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
- (d) all certificates appearing on form PWGSC-WR01 have been signed by the respective authorized representatives.

5.3.2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the item if the Work has been accepted by Canada and a final claim for the payment is submitted.

5.3.3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

### 5.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C0705C (2010-01-11), Discretionary Audit

## 6. Invoicing Instructions

### 6.1 Invoice Instructions - Progress Payments

6.1.1 The Contractor must submit a claim for payment using form PWGSC-WR01, Claim for Progress Payment.

Each claim must show:

- (a) all information required on form PWGSC-WR01;
- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- (c) a list of all expenses;
- (d) holdback of 10 percent;
- (e) total of all previous claims against the Contract and the extension of the totals to date;

Each claim must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) two (2) sets of copies of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- (c) a copy of the monthly progress report.

6.1.2 The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-WR01, and forward it to the Administrative Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

6.1.3 The Contractor must not submit claims until all work identified in the claim is completed.

## **7. Certifications**

7.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **7.2 Disclosures Certification**

On completion of the Work, the Contractor must submit to the Technical Authority and to the Contracting Authority a copy of the Disclosures Certification attached as Annex "C" stating that all applicable disclosures were submitted or that there were no disclosures to submit under general conditions 2040.

## **7.3 SACC Manual Clause**

A3060C (2008-05-12), Canadian Content Certification

## **8. Applicable Laws**

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

## **9. 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 2040 (2012-07-16), General Conditions - Research & Development;
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Disclosures Certification;

(f) the Contractor's bid dated \_\_\_\_\_.

**10. Defence Contract**

SACC Manual clause A9006C (2012-07-16), Defence Contract

**11. Foreign Nationals (Canadian Contractor)**

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

**12. SACC Manual Clauses**

B6800C (2007-11-30), List of Non-consumable Equipment and Material

G1005C (2008-05-12), Insurance

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## **ANNEX "A"**

### **STATEMENT OF WORK**

#### 1. Title:

Electro-impedance spectroscopic (EIS) detection of biological agents.

#### 2. Background:

The Defence Research and Development Canada (DRDC) has a requirement to develop a reagentless, handheld biological sensor. Development of a reagentless, handheld sensor capable of differentiating pathogen classification (Gram+, Gram-, virus, fungi) in the air is critical so that medical personnel can quickly treat if the Canadian Forces (CF) is suspected of exposure. The concept is based on the fact that for initial emergency countermeasures, physicians are most interested in knowing if a pathogen is bacteria (Gram+ or Gram-) or virus, since there are limited countermeasures available. The development of the biodetector will include air sampling and alarm capability for quick decision making. The system will be reagentless in terms of not requiring additional reagents or solvents function. The sensor/detector will come in disposable cartridges, complete with the Toll-Like Receptors (TLRs). When the sensor is fouled then it would be replaced.

#### 3. Objective:

The objectives of this project are 1) to characterize up to three TLRs with respect to different pathogen-associated molecular patterns in binding affinities and specificities, and 2) to develop a prototype EIS sensor platform to carry out assays of the analytes in typical environmental field samples and/or typical but simulated body fluids using non-infectious, non-hazardous materials from commercial sources.

#### 4. Scope of Work:

The recognition elements in the biodetector will be based on human innate immune system such as the Toll-Like Receptors (TLRs). There are 10 human TLRs, each recognizes different conserved pathogen-associated molecular patterns (PAMPs). A specific pattern of TLR recognition could give us a quick indication of Gram+ bacterial, Gram- bacterial, or viral pathogen in the air. The sensing technique will be based on electrochemical impedance spectroscopy (EIS), which is amenable to miniaturization (no optical requirements), low cost (similar to voltmeter-type detection with simple readout), and no size limitation on detection (evanescent waveguide detection can only penetrate 100 nm depth, but bacterial > 1 micron diameter). The conserved recognition of PAMPs provides a good basis for pathogen classification and detection (nature perfected the recognition element over the years).

Work Plan:

1. The Contractor will fabricate micro-electrochemical impedance electrodes and/or surfaces for a sensor device. The Contractor will supply all enabling equipment required for the micro-electrodes to function as impedance spectroscopic sensor.
2. In consultation with the Technical Authority (TA), the Contractor will select up to three commercially available Toll-Like Receptors (TLRs) up to five commercially available pathogen-associated molecular patterns (PAMPs) to demonstrate the sensor technology.
3. The Contractor will develop bioconjugation / immobilization methods optimized for using TLRs on the impedance spectroscopic sensor.

4. The Contractor will characterize individual immobilized TLRs to PAMPs (eg. poly IC, bacterial peptidoglycan, bacterial lipoteichoic acid, unmethylated CpG DNA, etc.) to determine binding affinities and binding specificities / selectivities.
5. The Contractor will determine the lower limits of detection of each individual TLRs with respect to total mass and concentration of the selected TLRs.
6. The Contractor will develop a strategy for multiplexing of all 9 TLRs on sensor and for miniaturization of use as handheld device.
7. The Contractor will develop a strategy for a prototype targeted at aerosol samples.

#### 5. Meetings:

Progress meeting with the Contractor will normally be conducted by telephone discussion approximately once every two months or as required by the TA. If deemed necessary by mutual agreement of Contractor and TA, annual contract-related meetings may be held at DRDC Suffield.

#### 6. Reports and Deliverables:

The Contractor will be required to submit bimonthly financial and progress reports that briefly describe the work carried out and the results during the two-month period. Ten (10) copies of a final report will be required within thirty (30) days of completion of the Contract. The final report will summarize the achievements of the complete Contract. Final reports should be written in accordance with the DRDC document template, which will be provided to the Contractor upon award of Contract, and be submitted in electronic form by the Contractor.

The Contractor will provide progress reports, presentation files (e.g. Powerpoint), milestone charts and other information required by the TA throughout the Contract. The Contractor will maintain computer software (Microsoft Office 2007 suite) plus electronic internet connection compatible with the TA in order to facilitate reporting. All reports, as specified above, and all Crown-purchased equipment will be delivered to DRDC Suffield, FOB Ralston Alberta at the completion of the Contract.

#### 7. Government Furnished Support/Equipment/Information:

The Contractor will not require government furnished materials, equipment or information. Certain scientific information of a nature similar to what is found in the technical and scientific literature may be provided by the TA and DRDC and/or the Royal Military College of Canada (RMCC) colleagues to the Contractor during telephone discussions, meetings, email messages etc. in order to assist in the performance the tasks outlined in the Scope of Work. The TA may provide the Contractor with information regarding commercial sources of TLRs and PAMPs if deemed helpful.

#### 8. Special Considerations:

The Contractor will not require access to DRDC Suffield facilities to complete the task described in the Scope of Work. If demonstrations of the sensor platform are performed at DRDC Suffield, the Contractor will be invited to perform the demonstration and to provide guidance and instruction if requested to the TA or other DRDC and/or RMCC colleagues.

DRDC strongly encourages the publication of all unclassified work carried out under DND contract. The Contractor agrees to provide the TA with a manuscript copy of any work, wholly or partially funded by DND, prior to submission and to acknowledge DND funding where applicable.



**9. Acceptance Criteria:**

The work will be monitored regularly for adherence to the work plan and to approve any modifications which may be required. Acceptance will be determined following examination, satisfactory completion and acceptance of the final report by the TA. The format and contents of all reports must meet the requirements of DRDC and will be subjected to review and approval of the Document Review Panel at DRDC Suffield where sensitive information may be requested for removal. Appropriate details of experimental conditions, fabrication methods and discussions of results will be required. It is recommended that the Contractor provide a draft copy of the final report to the TA prior to final submission.

## ANNEX "B" BASIS OF PAYMENT

Payment will be made for time expended and other costs reasonably and properly incurred from the date of contract to contract completion in accordance with the following:

1. Labour at firm (daily/hourly) rates. One day consists of 7.5 hours. The rates will be prorated for any period of more or less than one day.
 

a) Title, name		
(est) ____ days @ \$---./day	(est.)	\$000,000.00
b) title, name		
(est) ---- days @ \$---./day	(est.)	\$000,000.00
Total Estimated Labour:		\$000,000.00
2. Material and supplies at actual cost without mark-up, including (list items). (est.) \$000,000.00
3. Purchased equipment at laid down cost without mark-up, including (list items). (est.) \$000,000.00
4. Subcontracting at actual cost incurred without mark-up, (subcontractor name) (est.) \$000,000.00
5. Authorized travel and living expenses at actual cost incurred, except for meals and private vehicle mileage, which are not to exceed the rates given in the Treasury Board Travel and Living Guidelines in effect at the time of travel. A copy of the current Travel Directive Policy is available at: [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/td-dv\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp)  
Travel costs are not to include a mark-up. (est.) \$000,000.00
6. Other direct charges at actual cost incurred without mark-up, including (list items). (est.) \$000,000.00
7. Profit at a firm --% of items -, -, -, above (\$----.-), not to exceed (max.) \$000,000.00

**TOTAL LIMITATION OF EXPENDITURE: \$000,000.00**

With the exception of the firm elements above, the amounts shown in the respective categories of the above Basis of Payment are estimates and it is the intention that changes from item to item will be accepted for billing purposes as the work proceeds, provided that the total cost of the Contract does not exceed \$000,000.00.

### GOODS AND SERVICES TAX:

The Total Estimated Goods and Services Tax (GST), is not included in the amounts above. The GST is to be shown as a completely separate item on each invoice.

F.O.B. Point: Defence Research and Development Canada - Suffield

### ANNEX "C" DISCLOSURES CERTIFICATION

This document is to be completed and signed by the Contractor at the completion of the subject contract and submitted to the Contracting Officer and the Technical Authority designated below:

Contracting Authority

Jasmine Scott

Supply Specialist

Acquisitions, Western Region

Public Works &amp; Government Services Canada

Telus Plaza North, 5th Floor

10025 Jasper Avenue

Edmonton, AB T5J 1S6

Technical Authority

Defence Research &amp; Development Canada Suffield

Department of National Defence

P.O. Box 4000 Main

Medicine Hat, AB T1A 8K6

**CONTRACT TITLE:** Electro-impedance spectroscopic (EIS) detection of biological agents.

Please tick appropriate box:

- [ ] We hereby certify that all applicable disclosures were submitted in compliance with General Conditions 2040 - Research and Development.

**YOUR ATTENTION IS DRAWN TO THE TERMS AND CONDITIONS, REGARDING IMPLICATIONS ON NON-DISCLOSURE OF** any Technical Documentation, Prototypes, Inventions and Technical Information arising during the performance of work pursuant to the above identified contract,

OR

- [ ] We hereby certify that there are no disclosures to submit under the above-referenced Contract, referred to in General Conditions 2040 - Research and Development.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date

---

**ANNEX "D"**  
**MANDATORY CRITERIA, EVALUATION CRITERIA**  
**AND SELECTION METHOD**

**I. MANDATORY TECHNICAL CRITERIA**

**Mandatory Technical Criteria at Solicitation Closing**

Failure to meet any of the following mandatory requirements at solicitation closing will render your submission non-compliant and given no further consideration.

1. Education: MSc or higher with academic training in chemistry, biochemistry or related field.
2. Experience: in electrochemistry, electrochemical impedance spectroscopy (EIS), and in protein immobilization chemistry.
3. Experience: in performing contractual research.
4. Experience: working with proteins, peptides, cell extracts, and small quantity of samples.

## **EVALUATION CRITERIA**

### **II. Point Rated Criteria**

Each Technical Bid which meets all the Mandatory Requirements specified above, will be evaluated and scored in accordance with the following evaluation criteria:

(Rating: 4=excellent, 3=very good, 2=average, 1=poor, 0=nothing)			
<b>A. STUDY STRATEGY</b>	<b>WEIGHT</b>	<b>RATING</b>	<b>SCORE</b>
1. Demonstrated understanding of scope and importance of study	5		
2. Demonstrated understanding of the Statement of Work as set out in RFP	5		
3. Breakdown of project into logical tasks; planning and detail of tasks	3		
4. Methods of handling potential problems during the project	2		
5. Potential for successful completion of project	5		
6. Demonstrated original and innovative ideas	5		
<b>B. TRAINING &amp; EXPERIENCE</b>	<b>WEIGHT</b>	<b>RATING</b>	<b>SCORE</b>
1. Demonstrated business experience in projects of this nature	4		
2. Suitability of academic backgrounds of personnel assigned.	4		
3. Relevant experience of personnel assigned to the project will include biodetection, electrochemistry, EIS, protein immobilization	5		
4. Adequacy and availability of personnel to carry out the project	4		
<b>C. PROJECT ORGANIZATION</b>	<b>WEIGHT</b>	<b>RATING</b>	<b>SCORE</b>
1. Study team organization for external and internal control	4		
2. Allocation of manpower for efficient use of personnel	2		
3. Assurance of liaison with the technical authority	4		
4. Detailed schedule and timetable; realistic estimation of the time required to complete the work	4		
5. Overall organization of the project	4		
<b>TOTAL POINTS AVAILABLE</b>		<b>240</b>	
<b>MINIMUM ACCEPTABLE POINTS OVERALL</b>			<b>192</b>
<b>TOTAL POINTS AWARDED</b>			
<b>III. CONTRACT SELECTION - ASSESSED BEST VALUE</b>			
<b>MERIT:</b>			
Proponent's Overall Total Point Score/Total Points Available X 60			
<b>COST:</b>			
Lowest Total Estimated Cost/Proponent's Total Estimated Cost X 40			

**EVALUATION:**

Each proposal must meet all of the mandatory requirements set out in the evaluation criteria. Proposals that fail to meet these requirements will be discarded without further consideration. Each evaluation criterion has a number allotment ("weight") that reflects its importance in proposal submissions. The degree to that the proposal satisfies the requirement of each criterion will be assessed and a "rating" will be assigned ranging from 0 to 4, with 0 meaning the proposal completely fails to satisfy the requirement, and the total allotment meaning the proposal fully meets the outlined criterion. A score will be assessed by multiplying the weight by the rating.

Each proposal must achieve a minimum score of **80%** of the maximum total points available overall. Proposals that fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

**SELECTION METHOD:**

The contractor will be selected on the basis of the Assessed Best Value to the Crown taking into account merit and cost factors. Best value to the Crown will be determined on the basis of the highest combined rating of merit and price. The scoring of merit is accomplished by prorating the scores against the total available points for merit. The scoring of price is accomplished by giving full marks to the lowest price proposal, with the other proposals given a prorated score. The proposal that offers the highest combined point score for merit and cost will be recommended for award.

**Sample Calculation of Combined Merit/Cost Selection:****Evaluation Criteria as set out in RFP:**

- Maximum number of points available = 100
- Ratio of Importance      - Merit = 60%
- Price = 40%

The successful proponent must achieve the highest total points by adding the rated merit (technical) and price scores.

Responsive Proposals	Proposal 1	Proposal 2	Proposal 3
Proposal Technical Rating (points)	90.0	86.0	75.0
Price	\$80,000.00	\$70,000.00	\$65,000.00

Calculation of Combined Rating:			
	Technical Points	Price Points	Total Points
Proposal 1	$\frac{90 \times 60}{100} = 54.0$	$\frac{65 \times 40}{80} = 32.5$	86.5
Proposal 2	$\frac{86 \times 60}{100} = 51.6$	$\frac{65 \times 40}{70} = 37.1$	88.7
Proposal 3	$\frac{75 \times 60}{100} = 45.0$	$\frac{65 \times 40}{65} = 40.0$	85
Proposal 2 is the winner			

Solicitation No. - N° de l'invitation

W7702-135551/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm002

Client Ref. No. - N° de réf. du client

W7702-135551

File No. - N° du dossier

EDM-2-35178

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX "E"**  
**CONSENT TO A CRIMINAL RECORD VERIFICATION**

Please see Consent to a Criminal Record Verification Form 229 attached to this document.



**FOR GOVERNMENT USE ONLY**  
**POUR USAGE DU GOUVERNEMENT SEULEMENT**

Special Investigations Directorate File No.  
N° de dossier de la Direction des enquêtes spéciales

Date Received (Y-A M D-J)  
Date de réception

**CONSENT TO A CRIMINAL RECORD VERIFICATION**  
**CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE**

This form must be completed and signed by each individual who is currently on the Board of Directors of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement.  
Le présent formulaire doit être rempli et signé par chaque membre du conseil d'administration du soumissionnaire/de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.

**A** **PRIVACY ACT STATEMENT**  
**ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS**

The personal information requested on this form is collected under the authority of subsection 750(3) of the *Criminal Code*, paragraph 42(1(c)) of the *Financial Administration Act*, and sections 7 and 21 of the *Department of Public Works and Government Services Act*. The information will be used for validating the criminal conviction certifications necessary for obtaining or maintaining a procurement instrument. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction verification.

A refusal to provide information will result in the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.

The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the *Privacy Act*.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du *Code criminel*, du paragraphe 42(1(c)) de la *Loi sur la gestion des finances publiques* et des articles 7 et 21 de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux*. Ces renseignements seront utilisés pour valider les attestations de condamnation au criminel nécessaires pour obtenir ou conserver un instrument d'approvisionnement. Les renseignements peuvent être diffusés à d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel.

À défaut de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

Les renseignements personnels sont décrits dans les fichiers de renseignement personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la *Loi sur la protection des renseignements personnels*.

**B** **BIOGRAPHICAL INFORMATION - Must be completed by the individual**  
**RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu**

Family Name (Last Name) - Nom (de famille)

Family Name at Birth - Nom de famille à la naissance

Full Given Names (No initials) - Prénoms au complet (aucune initiale)

All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames)  
Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, sobriquets)

Gender - Sexe

☐ Male  
Masculin

☐ Female  
Féminin

Date of Birth - Date de naissance (Y-A M D-J)

**Current Residential Information**  
**Information résidentielle actuelle**

Apartment No. - N° d'appartement

Street No. - N° civique

Street Name - Nom de la rue

City - Ville

Province

Postal Code - Code postal



<b>C</b>	<b>CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu</b>
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I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

Signature	
Print Name - Nom en lettres moulées	Date (Y-A M D-J)

<b>D</b>	<b>ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement</b>	
Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante		
Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat		Date of Request (Y-A M D-J) Date de la demande
Requesting Contact Person - Personne-ressource requérante	Contact Person Tel. No. - N° de tél. de la personne-ressource	