

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 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**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

Title - Sujet RADAR SIGNAL PROCESSING AND EXPERIM	
Solicitation No. - N° de l'invitation W7714-125424/A	Date 2012-02-28
Client Reference No. - N° de référence du client W7714-125424	
GETS Reference No. - N° de référence de SEAG PW-\$\$\$V-054-23791	
File No. - N° de dossier 054sv.W7714-125424	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-05	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Brault, Laurie	Buyer Id - Id de l'acheteur 054sv
Telephone No. - N° de téléphone (819) 956-1378 ()	FAX No. - N° de FAX (819) 997-2229
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BLDG 29 RECEIVING 3701 CARLING AVE OTTAWA Ontario K1A0Z4 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
Science Procurement Directorate/Direction de l'acquisition
de travaux scientifiques
11C1, Phase III
Place du Portage
11 Laurier St. / 11, rue Laurier
Gatineau, Québec K1A 0S5

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

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation document 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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 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 Requirement, Basis of Payment, Insurance Requirements, Non-disclosure Agreement and DND 626 Task Authorization Form.

2. Summary

RADAR SIGNAL PROCESSING AND EXPERIMENTATION

Engineering support services are required on an "as and when requested" basis to support the Defence Research and Development Canada (DRDC) in radar experimentation including the design, development and characterization of several radar system prototypes and test beds.

The Work to be performed must be in accordance with this Requirement and as described in each Task Authorization. It is expected that the majority of the Work will be research and development in nature, including software development and analysis. It is also expected that network and computer system management services may be required.

The objective of this requirement is to provide support to DRDC Ottawa in the development and maintenance of radar systems hardware and in the generation and processing of simulated and real radar data.

It is Canada's intent to award one (1) "as and when requested" contract to satisfy this requirement. The period of the Contract will be for three (3) years from the date of contract award, with the irrevocable option to extend the term of the contract by up to two (2) additional one (1) year periods under the same conditions.

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There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents Web site."

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

This procurement is subject to the Agreement on Internal Trade (AIT).

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.

4. Estimated Yearly Expenditure

For budgetary purposes, the funding available for the contract period and each of the option periods is estimated as:

Contract Period - Year 1

\$240,000.00 (GST/HST excluded)

Contract Period - Year 2

\$240,000.00 (GST/HST excluded)

Contract Period - Year 3

\$240,000.00 (GST/HST excluded)

Option Period 1 - Year 4

\$77,500.00 (GST/HST excluded)

Option Period 2 - Year 5

\$77,500.00 (GST/HST excluded)

The disclosure of the estimated amounts above does not commit Canada to pay these estimates.

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 Standard Acquisition Clauses and Conditions (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

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 ten (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 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 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.

5. Basis for Canada's Ownership of Intellectual Property

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Defence Research and Development Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- the main purpose of the contract, or of the deliverables contracted for, is to augment an existing body of Canada's background information as a prerequisite to the transfer of the augmented background to the private sector, through licensing or assignment of ownership (not necessarily to the original contractor), for the purposes of commercial exploitation;
- the main purpose of the contract, or of the deliverables contracted for, is to deliver a component or subsystem that will be incorporated into a complete system at a later date, as a prerequisite to the planned transfer of the complete system to the private sector, through licensing or assignment of ownership, for purposes of commercial exploitation.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I : Technical Bid - 5 hard copies
 Section II : Financial Bid - 2 hard copies
 Section III : Certifications - 1 hard 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 30% recycled paper;
- (c) print double sided (duplex printing);
- (d) use a numbering system that corresponds to the bid solicitation; and
- (e) submit bound bids using plastic comb binding, staples, etc., but no three ring 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 describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should clearly address 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

1.1 Bidders must submit their financial bid in accordance with the following :

- (a) A firm all-inclusive hourly rate for each category of resources listed in Attachment 1, Financial Bid Presentation Sheet for each year of the contract period and for each option period.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

No travel and living expenses will be paid for services provided within the National Capital Region (NCR). Further, Canada will not accept any travel and living expenses for travel between the contractor's place of business and the NCR. All of these costs are to be included in the firm all inclusive labour rates requested above.

The information should be provided in accordance with the Financial Bid Presentation Sheet in Attachment 1.

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- (b) Prices must be in Canadian funds, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.

Section III : 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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

1.1.1 Mandatory and Point Rated Technical Criteria

Refer to Attachment 2 Mandatory and Point Rated Technical Criteria.

1.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

2.1 Basis of Selection - Lowest Evaluated Price Per Point

- 1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical evaluation criteria;
 - (c) obtain the required minimum points for each group of criteria with a pass mark; and
 - (d) obtain the required minimum points overall for the technical evaluation criteria which are subject to point rating.

Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract. The evaluated price per point will be determined by dividing the evaluated price of the bid by the number of points obtained for the point rated technical evaluation criteria.

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In the event that two or more responsive bids have the same lowest evaluated price per point, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

For evaluation purposes only, the price of the bid will be determined as follows:

$$\frac{\text{Total Evaluated Bid Price}}{\text{Total Points Achieved}} = \text{Price Per Point}$$

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 the 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. Certifications Precedent to Contract Award

The certifications in Attachment 3, Certifications Precedent to Contract Award, 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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7-Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7-Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

2. Financial Capability

SACC Manual clause A9033T (2011-05-16), Financial Capability

3. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the bid, 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.

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Requirement

The Contractor must provide research and development support services in accordance with the Requirement at Annex A and the Contractor's technical bid entitled _____, dated _____, "as and when requested" by Canada during the period of the Contract.

An obligation for any Work will come into force only when a Task Authorization (TA) is approved and issued in accordance with the clause entitled "Task Authorization Process".

1.1 Task Authorization

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

1.1.1 Task Authorization - Department of National Defence (DND)

The administration of the Task Authorization process will be carried out by DRDC Ottawa Corporate Services/Supply Services. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

1.1.2 Task Authorization Process:

1. The Procurement Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex F.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Procurement Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Procurement Authority will review the information provided by the Contractor with the Technical Authority and, if it is approved, will authorize the Contractor to proceed with the work by issuing a signed DND 626 to the Contractor, while also forwarding a copy to the Contracting Authority. Any task authorization to be issued in excess of the limit specified in clause 1.1.3 Task Authorization Limit must be authorized by the Contracting Authority before issuance.
5. The Contractor must not commence work until a TA has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.1.3 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of \$169, 500.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the the Contracting Authority before issuance.

1.1.4 Periodic Usage Reports – Contracts with Task Authorization

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- (i) the authorized task number or task revision number(s);
- (ii) a title or a brief description of each authorized task;
- (iii) the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- (iv) the total amount, GST or HST extra, expended to date against each authorized task;
- (v) the start and completion date for each authorized task; and
- (vi) the active status of each authorized task, as applicable.

For all authorized tasks:

(i) the amount (GST or HST extra) specified in the contract, as Canada's total liability to the Contractor for all authorized TAs; and

(ii) the total amount, GST or HST extra, expended to date against all authorized TAs.

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2040 (2011-05-16), General Conditions - Research & Development, apply to and form part of the Contract.

2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4001 (2010-08-16), Hardware Purchase, Lease and Maintenance
4002 (2010-08-16), Software Development or Modification Services

2.3 SACC Manual Clauses

K3410C (2008-12-12), Canada to Own Intellectual Property Rights in Foreground Information

2.4 Non-disclosure Agreement

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

3. Security Requirement

Labour Category	Minimum Clearance Requirement
Senior Engineering Technologist	Reliability
Software Engineer	Secret

- The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor personnel requiring access to **CLASSIFIED** information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY** or **SECRET**, as required, granted or approved by CISD/PWGSC.
- The Contractor **MUST NOT** remove any **CLASSIFIED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

-
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
 5. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition).

4. Term of Contract

4.1 Period of Contract

The period of the Contract is from date of Contract to March 31, 2015 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Laurie D Brault
Supply Officer

Public Works and Government Services Canada
Acquisitions Branch
Science Procurement Directorate
Place du Portage, Phase III, 11C1
11 Laurier Street
Gatineau, Quebec
K1A 0S5

Telephone: 819 - 956-1378
Facsimile: 819 - 997-2229
E-mail address: laurie.brault@tpsgc-pwgsc.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.

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5.2 Technical Authority

The Technical Authority for the Contract is:

Name : _____

Title : _____

Organization : _____

Address : _____

Telephone: _____

Facsimile: _____

E-mail address: _____

(Information to be inserted at the time of contract award)

The Technical Authority 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.

5.3 Contractor's Representative

Name : _____

Title : _____

Organization : _____

Address : _____

Telephone: _____

Facsimile: _____

E-mail address: _____

(Information to be inserted at the time of contract award)

5.4 Procurement Authority

The Procurement Authority for the Contract is:

Name : _____

Organization : _____

Telephone: _____

Facsimile: _____

E-mail address: _____

(Information to be inserted at the time of contract award)

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.

6. Payment

6.1 Basis of Payment

One of the following types of basis of payment will form part of the approved Task Authorization (TA). The task price must be determined in accordance with the Basis of Payment at Annex B.

(a) Firm Lot Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid a firm lot price in accordance with the basis of payment, in Annex B and as specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

(b) Ceiling Price TA

The Contractor will be reimbursed its costs reasonably and properly incurred in the performance of the Work, plus a profit, as determined in accordance with the Basis of Payment in Annex B, to the ceiling price specified in the approved TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

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.

(c) TA subject to a Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.2.1 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_____. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.
4. 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.

6.3 Method of Payment

- 6.3.1 Payments will be made not more frequently than once a month.

6.3.2 Depending on the method of payment specified in the applicable TA, one of the following method of payment clauses will apply.

6.3.2.1 Single Payment (For a Firm Price TA)

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Task Authorization and the Contract if:

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

6.3.2.2 Milestone Payments (For a Firm Price TA)

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Task Authorization and the payment provisions of the Contract if:

- (a) an accurate and complete invoice, and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.3.2.3 Progress Payments (For a TA subject to a Limitation of Expenditure or a Ceiling Price)

- (a) Canada will make progress payments in accordance with the payment provisions of the Task Authorization and the Contract for cost incurred in the performance of the Work up to 90 percent of the amount claimed and approved by Canada if:
 - (i) an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) the amount claimed is in accordance with the Basis of payment and the Task Authorization;
 - (iii) the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Task Authorization.
- (b) The balance of the amount payable will be paid in accordance with the payment provisions of the Task Authorization and the Contract upon completion and delivery of all work required under the Task Authorization if the Work has been accepted by Canada and a final claim for the payment is submitted.
- (c) Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right 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.

6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0305C (2008-05-12), Cost Submission

6.5 Time Verification

SACC Manual Clause C0711C (2008-05-12), Time Verification

7. Invoicing Instructions - Progress Claim

1. The Contractor must submit a claim for progress payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>). Each claim must show:
 - (a) all information required on form PWGSC-TPSGC 1111;
 - (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - (c) the Task Authorization (TA) number;
 - (d) the description of the milestone invoiced, as applicable.
2. For TAs subject to a Limitation of Expenditure or a Ceiling Price, each invoice must be supported by:
 - (a) a list of all expenses, in accordance with the TA;
 - (b) a copy of time sheets to support the time claimed;
 - (c) a copy of the release document and any other documents as specified in the Contract;
 - (d) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - (e) a copy of the monthly progress report.
3. Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.
4. The Contractor must prepare and certify an original claim on Form PWGSC-TPSGC 1111, and forward it to the Contracting Authority for certification in an electronic format to the electronic mail address identified under section entitled "Authorities" of the Contract. Adobe Reader (.pdf) format is acceptable. The Contracting Authority will then forward the certified claim, in an electronic format, to the Technical Authority for appropriate certification after inspection and acceptance of the Work takes place, and onward submission to the Payment Office for the remaining certification and payment.
5. The Contractor must not submit claims until all work identified in this claim is completed.

8. Certifications

8.1 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 entire contract period. 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.

8.2 SACC Manual Clauses

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

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ **(to be inserted at contract award)**.

10. 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) Annex C, Security Requirements Check List
- (c) the supplemental general conditions 4001(2010-08-16) Hardware Purchase, Lease and Maintenance
- (d) the supplemental general conditions 4002 (2010-08-16), Software Development or Modification Services
- (e) the general conditions 2040 (2011-05-16) General Conditions - Research & Development
- (f) Annex A, Requirement;
- (g) Annex B, Basis of Payment;
- (h) Annex D, Insurance Requirements;
- (i) Annex E, Non-disclosure Agreement;
- (j) the signed Task Authorizations (including all of its annexes, if any) ;
- (k) Annex F, Department of National Defence (DND) 626 Task Authorization Form;
- (l) the Contractor's bid dated _____.

11. Defence Contract

SACC Manual clause A9006C (2008-05-12), Defence Contract

12. Foreign Nationals (Canadian Contractor)

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

13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

14. Government Site Regulations

The Contractor must comply with all other regulations, instructions and directives in force on the site where the Work is performed.

ATTACHMENT 1**FINANCIAL BID PRESENTATION SHEET**

1. **LABOUR:** at firm all-inclusive hourly rates, inclusive of overhead and profit, GST/HST extra, F.O.B. Destination (for goods), in accordance with the following:

The estimated level of effort specified under the "Annual Estimated Level of Effort (Hours)" column is only an approximation of requirements given in good faith and is provided for financial bid evaluation purposes only. It does not represent a commitment by Canada

Firm All Inclusive Hourly Rates											
	Contract Period						Option Periods				Extended Total Cost
	Year 1		Year 2		Year 3						
Labour Category	Contract Award to March 31, 2013	Annual Est. Level of Effort (Hours)	April 1, 2013 to March 31, 2014	Annual Est. Level of Effort (Hours)	April 1, 2014 to March 31, 2015	Annual Est. Level of Effort (Hours)	Option Year 1: April 1, 2015 to March 31, 2016	Annual Est. Level of Effort (Hours)	Optio Year 2: April 1, 2016 to March 31, 2017	Annual Est. Level of Effort (Hours)	
Senior Engineering Technologist	\$	900	\$	900	\$	900	\$	300	\$	300	\$
Software Engineer	\$	1,800	\$	1,800	\$	1,800	\$	600	\$	600	\$

NOTE: The 1800 hours total for the Software Engineers (SE) is shared equally at 900 hours per resource for Years 1 to 3. The 600 hours total for the Software Engineers is shared equally at 300 hours per resource for Option Years 1 and 2.

TOTAL PRICE OF BID: \$ _____
(GST/HST extra)

The total price of bid will only be used for evaluation purposes only.

ATTACHMENT 2

MANDATORY AND POINT RATED TECHNICAL CRITERIA

1. Mandatory Technical Criteria

At bid closing time, the Bidder must comply with the following mandatory technical criteria and provide the necessary documentation to support compliance. Any bid which fails to meet the following mandatory technical criteria will be declared non-responsive. Each criterion should be addressed separately.

M1	<p>RESOURCE REQUIREMENTS</p> <p>The Bidder must propose by name the number of individuals required for the following labour categories, as found below:</p> <ol style="list-style-type: none"> 1. Two (2) individuals for the category of Software Engineer (SE); 2. One (1) individual for the category of Senior Engineering Technologist (SET); <p>The Bidder must identify the labour category each individual is being proposed for and must submit a résumé for each individual proposed.</p> <p>No single individual may be proposed for more than one (1) labour category.</p>
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M2	<p>RESOURCE EDUCATION</p>
M2.1	<p>SOFTWARE ENGINEER</p> <p>Each proposed Software Engineer must demonstrate that they possess:</p> <ol style="list-style-type: none"> 1. A post-secondary degree, diploma, or certificate from a recognized Canadian* university or college, or the equivalent, if obtained outside Canada, in at least one (1) of the following fields: Engineering, Mathematics or Physics. <p>*Where the post-secondary degree, diploma, or certificate was completed and obtained outside of Canada, Canada reserves the right to request a Canadian equivalency document issued by a recognized academic credentials assessment organization showing the academic level obtained.</p>
	<p>SENIOR ENGINEERING TECHNOLOGIST</p> <p>The proposed Senior Engineering Technologist must demonstrate that they possess:</p> <ol style="list-style-type: none"> 1. A post-secondary degree, diploma, or certificate from a recognized Canadian* university or college, or the equivalent, if obtained outside Canada, in at least one (1) of the following fields: Electrical Engineering Technology; or Electrical Engineering

*Where the post-secondary degree, diploma, or certificate was completed and obtained outside of Canada, Canada reserves the right to request a Canadian equivalency document issued by a recognized academic credentials assessment organization showing the academic level obtained.

2. Point Rated Technical Criteria

1. To facilitate the understanding of the scoring for the Technical Bid, the following table is provided:

Description	Total Minimum Number of Points Required	Total Maximum Number of Points Available
R1. Software Engineer Experience	80	300
R2. Senior Engineering Technologist Experience	24	111
R3. Bidder Project Experience - Radar Resource Management Applications	---	42
R4. Bidder Project Experience - Radar Signal Processing Applications	---	36
Total :	104	489

R.1	SOFTWARE ENGINEER EXPERIENCE	MAXIMUM POINTS PER RESOURCE	MINIMUM POINTS PER RESOURCE
	<p>Total Maximum Points Available per Resource: 150 points</p> <p>Total Minimum Points Required per Resource: 40 points</p>		
R.1.1	<p>Designing Software for Radar Signal Processing Applications</p> <p>The Bidder should demonstrate each proposed Software Engineer's experience designing software for radar signal processing applications related to any one of, or any combination of the following:</p> <ul style="list-style-type: none"> a) STAP; b) GMTI; c) CFAR processing; d) SAR, pulse compression; e) Bistatic radar; or f) Detection and tracking. <p>10 points will be awarded for each demonstrated year of experience up to 50 points for each proposed resource. Each proposed resource must achieve a minimum of 10 points.</p>	50	

	All experience must have been obtained within the last ten (10) years from the date of solicitation closing.		
R.1.2	<p>Programming in C, C++, and Fortran</p> <p>The Bidder should demonstrate each proposed Software Engineer's experience programming in any one of, or any combination of the following:</p> <p>a) C; b) C++; or c) Fortran.</p> <p>10 points will be awarded for each demonstrated year of experience up to a maximum of 20 points for each proposed resource. Each proposed resource must achieve a minimum of 10 points.</p> <p>All experience must have been obtained within the last ten (10) years from the date of solicitation closing.</p>	20	10
R.1.3	<p>Software Development MATLAB or SIMULINK</p> <p>The Bidder should demonstrate each proposed Software Engineer's experience performing software development using one or any combination of the following:</p> <p>a) MATLAB; or b) SIMULINK.</p> <p>10 points will be awarded for each demonstrated year of experience up to a maximum of 20 points for each proposed resource. Each proposed resource must achieve a minimum of 10 points.</p> <p>All experience must have been obtained within the last ten (10) years from the date of solicitation closing.</p>	20	10
R.1.4	<p>Operating Systems</p> <p>The Bidder should demonstrate each proposed Software Engineer's experience using any one of, or any combination of the following operating systems:</p> <ul style="list-style-type: none"> • Unix; • BSD; • Solaris; or • Linux. <p>10 points will be awarded for each demonstrated year of experience up to a maximum of 20 points for each proposed resource. Each proposed resource must achieve a minimum of 10 points.</p>	20	10

	All experience must have been obtained within the last ten (10) years from the date of solicitation closing.		
R.1.5	<p>Software Development: RLSTAP OR KHOROS</p> <p>The Bidder should demonstrate each proposed Software Engineer's experience performing software development using one of, or any combination of the following:</p> <p>a) RLSTAP; or b) KHOROS.</p> <p>10 points will be awarded for each demonstrated year of experience up to a maximum of 40 points for each proposed resource.</p> <p>All experience must have been obtained within the last ten (10) years from the date of solicitation closing.</p>	40	0

R.2	<p>SENIOR ENGINEERING TECHNOLOGIST EXPERIENCE</p> <p>Total Maximum Points Available: 111 points Total Minimum Points Required: 24 points</p>	MAXIMUM POINTS AVAILABLE	MINIMUM POINTS REQUIRED
R.2.1	<p>Radio Frequency Receiver Design</p> <p>The Bidder should demonstrate the proposed Senior Engineering Technologist's has experience using a Radio Frequency (RF) cascade analysis tool for RF receiver design.</p> <p>2 points will be awarded for demonstrated experience per design project* up to a maximum of 4 points.</p> <p>*An acceptable design project consists of RF receiver design for a communications, electronic warfare or radar system.</p> <p>All experience must have been obtained within the last ten (10) years from the date of solicitation closing.</p>	4	0
R.2.2	<p>Experience Developing Data Acquisition Systems for Radar Applications</p> <p>The Bidder should demonstrate the proposed Senior Engineering Technologist's experience developing or specifying synchronous data acquisition and recording systems for radar applications.</p> <p>2 points will be awarded for each demonstrated year of experience up to a maximum of 10 points.</p>	10	0

	All experience must have been obtained within the last ten (10) years from the date of solicitation closing.		
R.2.3	<p>Laboratory Experience</p> <p>The Bidder should demonstrate the proposed Senior Engineering Technologist's experience measuring and characterizing RF and microwave components and mixed signal systems. This includes operation of equipment such as vector network analyzers (VNA) spectrum analyzers (SA), high-speed digital oscilloscopes, frequency synthesizer, vector signal generators, and power meters.</p> <p>2 points will be awarded for each demonstrated year of experience up to a maximum of 20 points.</p> <p>All experience must have been obtained within the last ten (10) years from the date of solicitation closing.</p>	20	10
R.2.4	<p>Analog to Digital Conversion</p> <p>The Bidder should demonstrate the proposed Senior Engineering Technologist's combined experience testing, characterizing, and specifying high-speed Analog to Digital Converters (ADC).</p> <p>2 points will be awarded for each demonstrated year of experience up to a maximum of 10 points.</p> <p>All experience must have been obtained within the last ten (10) years from the date of solicitation closing.</p>	10	0
R.2.5	<p>Arbitrarv Waveform Generators</p> <p>The Bidder should demonstrate the proposed Senior Engineering Technologist's combined experience testing, characterizing, and specifying Arbitrary Waveform Generators or Digital-to-Analoo Converters (DACs).</p> <p>1 point will be awarded for each demonstrated year of experience up to a maximum of 5 points.</p> <p>All experience must have been obtained within the last ten (10) years from the date of solicitation closing.</p>	5	0
R.2.6	<p>Testing and Maintenance</p> <p>The Bidder should demonstrate the proposed Senior Engineering Technologist's combined experience testing and maintaining high-power High Frequency (HF) or Vector High Frequency (VHF) vacuum tube triodes or tetrodes.</p> <p>1 point will be awarded for each demonstrated year of experience up to a maximum of 4 points.</p>	4	0

	All experience must have been obtained within the last fifteen (15) years from the date of solicitation closing.		
R.2.7	<p>Svstem Desian Experience</p> <p>The Bidder should demonstrate the proposed Senior Engineering Technologist's experience designing high performance Radar, Electronic Warfare (EW) or Communications svstems.</p> <p>2 points will be awarded for each demonstrated year of experience up to a maximum of 20 points.</p> <p>All experience must have been obtained within the last ten (10) years from the date of solicitation closing.</p>	20	0
R.2.8	<p>HF Radar Design</p> <p>The Bidder should demonstrate the proposed Senior Engineering Technologist's combined experience designing and developing HF radar.</p> <p>1 point will be awarded for each demonstrated year of experience up to a maximum of 4 points.</p> <p>All experience must have been obtained within the last ten (10) years from the date of solicitation closing.</p>	4	0
R.2.9	<p>UWB Radar Systems</p> <p>The Bidder should demonstrate the proposed Senior Engineering Technologist's combined experience designing, developing, and characterizing UWB radar systems.</p> <p>1 point will be awarded for each demonstrated year of experience up to a maximum of 4 points.</p> <p>All experience must have been obtained within the last ten (10) years from the date of solicitation closing.</p>	4	0
R.2.10	<p>Packaging Design</p> <p>The Bidder should demonstrate the proposed Senior Engineering Technologist's experience designing mechanical housings and packages for high-speed mixed-signal and Rf microwave systems. This includes layout of multilayer Printed Circuit Board (PCBs) with surface mount components (SMT) using planar transmission lines such as microstrip or coplanar waveguide (CPW).</p> <p>2 points will be awarded for each demonstrated year of experience up to a maximum of 10 points.</p>	10	0

	All experience must have been obtained within the last ten (10) years from the date of solicitation closing.		
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	<p>A. Project Duration</p> <p>0 points - the Bidder's work on the project lasted less than 1 year duration;</p> <p>1 point - the Bidder's work on the project lasted a minimum of 1 year but less than 2 years duration;</p> <p>2 points - the Bidder's work on the project lasted a minimum of 2 years but less than 3 years duration;</p> <p>3 points - the Bidder's work on the project lasted a minimum of 3 years duration</p>	3 points per project	0
	<p>B. Dollar Value of Project (including GST/HST):</p> <p>0 points - the project value was less than \$10,000;</p> <p>1 point - the project value was more than \$10,000 but less than \$50,000</p> <p>2 points - the project value was more than \$50,000 but less than \$100,000</p> <p>3 points - the project value was more than of \$100,000.</p>	3 points per project	0
	<p>C. Project Description</p> <p>The Bidder should demonstrate that its referenced project involved designing and coding software algorithms for radar resource management applications.</p> <p>Each project will be evaluated against each of the in the following categories (i to iii):</p> <p>5 points i) The Bidder's project involved task prioritization of software algorithms in radar resource management.</p> <p>5 points ii) The Bidder's project involved adaptive track update rates in radar resource management.</p> <p>5 points iii) The Bidder's project involved radar scheduling in radar resource management.</p>	15 points per project	0

R.4	BIDDER PROJECT EXPERIENCE	MAXIMUM POINTS	MINIMUM POINTS
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		AVAILABLE	REQUIRED
	<p>RADAR SIGNAL PROCESSING APPLICATIONS:</p> <p>Designing software for radar signal processing applications related to any one of, or any combination of, STAP, GMTI, CFAR processing, SAR, pulse compression and detection and tracking.</p> <p>The Bidder should describe two (2) projects it has worked on within the last ten (10) years from the date of solicitation closing using the Project Template at Appendix 1 to Attachment 2.</p> <p>Each project will be evaluated against each of the following categories (A to C):</p>	36	0
	<p>A. Project Duration</p> <p>0 points - the Bidder's work on the project lasted less than 1 year duration;</p> <p>1 point - the Bidder's work on the project lasted a minimum of 1 year but less than 2 years duration;</p> <p>2 points - the Bidder's work on the project lasted a minimum of 2 years but less than 3 years duration;</p> <p>3 points - the Bidder's work on the project lasted a minimum of 3 years duration</p>	3 points per project	0
	<p>B. Dollar Value of Project (including GST/HST):</p> <p>0 points - the project value was less than \$10,000;</p> <p>1 point - the project value was more than \$10,000 but less than \$50,000</p> <p>2 points - the project value was more than \$50,000 but less than \$100,000</p> <p>3 points - the project value was more than of \$100,000.</p>	3 points per project	0
	<p>C. Project Description</p> <p>The Bidder should demonstrate that its referenced projects involved coding software algorithms in any one, or any combination of the following large signal processing applications:</p> <ul style="list-style-type: none"> • STAP; • GMTI; • CFAR processing; • SAR; 	12 points per project	0

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	<ul style="list-style-type: none">• Pulse compression;• Detection and tracking. <p>The Bidder will be awarded 2 points for each proposed application referenced in the project up to a maximum of 12 points per project.</p>		
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APPENDIX 1 TO ATTACHMENT 2

PROJECT TEMPLATE

Project Title:
Start Date: _____ Project Value: _____ (incl. GST/HST) End Date: _____ Client Organization: _____
Project Scope and Deliverables:
Role(s) and Responsibilities of Resource(s):
Reference: Name: Address: Current Telephone: Facsimile: E-mail:

ATTACHMENT 3

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1. Federal Contractors Program - Certification

1.1 Federal Contractors Program - \$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, 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*, 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>).

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.

3. Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

3.1 SACC Manual clause A3050T (2010-01-11), Canadian Content Definition

4. Status and Availability of Resources

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

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

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provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5. 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.

6. Language Capability

The Bidder certifies that it has the language capability required to perform the Work, as stipulated in the Requirement.

ANNEX A

REQUIREMENT

RADAR SIGNAL PROCESSING AND EXPERIMENTATION

1. REQUIREMENT

Engineering support services are required on an "as and when its requested" basis to support Defence Research and Development Canada (DRDC) in radar experimentation including the design, development, and characterization of several radar system prototypes and test beds.

The Work to be performed must be in accordance with this Requirement and as described in each Task Authorization. It is expected that the majority of the Work will be research and development in nature, including software development and analysis. It is also expected that network and computer system management services may be required.

2. OBJECTIVE

The objective of this Requirement is to provide support to DRDC Ottawa in the development and maintenance of radar systems hardware and in the generation and processing of simulated and real radar data.

3. BACKGROUND

DRDC Ottawa is currently engaged in research and development in radar modelling and simulation, radar experimentation, and the processing of simulated and experimental data.

A simulation tool called Adapt_multi function radar (Adapt_MFR) is used to conduct simulation studies of tracking and radar resource management techniques for phased array radars. Adapt_MFR has been developed in Matlab and can model arbitrary radar scenarios.

Another simulation tool called Research Laboratory Space Time Adaptive Processing (RLSTAP) is used to conduct simulation studies of monostatic and bistatic radars. RLSTAP was developed under the Khoros software development environment for a UNIX platform. Various tasks and processes are individually modelled by software code in C.

Simulated data and experimental data can be processed using radar signal processing techniques. These techniques include beamforming, synthetic aperture radar (SAR) processing, moving target indication (MTI) processing, and Space Time Adaptive Processing (STAP). One example is the processing of through-wall radar data using the Through-Wall Synthetic Aperture Radar (TWSAR) processor, which includes beamforming, wall compensation, and SAR.

Radar systems may operate in the High Frequency (HF) (3 to 30 Megahertz), L (1 to 2 Gigahertz (GHz)), S (2 to 4 GHz) or X (8 to 12 GHz) frequency bands.

The following radar systems conduct radar experimentation:

- An Ultra Wide Band (UWB) multi-channel SAR radar system which has been developed in-house using commercial off-the-shelf (COTS) components;
- An X-band phased array and Multiple-Input and Multiple-Output (MIMO) radar testbed; and
- An HF over-the-horizon radar that is currently in development.

4. TASK DESCRIPTION

The Contractor may be required to perform the following tasks, on an "as and when requested" basis, with specific details, work and deliverables to be identified in each individual Task Authorization.

1. Modification of radar simulation software, including:
 - Adapt_MFR; and
 - RLSTAP.
2. Generation of simulated radar data in Adapt_MFR and RLSTAP:
 - In Adapt_MFR, simulation studies may be conducted over a wide range of radar specifications, scenario geometries, clutter backgrounds, and target types. Tracking performance and radar resource management metrics may be measured and analyzed; and
 - RLSTAP may be used to analyze various system concepts and to generate simulated radar data for the development of STAP algorithms. The simulation studies may be conducted over a wide range of geometries, radar operating parameters, and different types of clutter and jamming, including both noncoherent and coherent jamming.
3. Pre-processing of flight trial radar data.
4. Processing and analysis of simulated and real radar data:
 - Conducting processing techniques including beamforming, SAR processing, MTI processing, and STAP; and
 - Software support for field trials and laboratory experimentation.
5. Participate in the development and execution of field trials for an UWB radar system:
 - Multiple field trials may be conducted to evaluate the radar performance and provide data to support algorithm development; and
 - Assistance may be required to ensure the operation of the hardware throughout the trials.
6. Laboratory and experimental work to characterize and evaluate various hardware components and sub-systems making up different radar prototypes being developed.

For the UWB SAR System, implementing modifications to the hardware may be required.

- Experimentation may be required using commercial test and measurement laboratory equipment to assess effects of different radar transmitter (Tx) waveforms on performance.

7. Design and development of prototype test-beds using a combination of commercial test and measurement equipment and custom designed electronics.
- For the phased array and MIMO radar test-bed, this work may involve setting up an experimental test bed using test and measurement lab equipment in combination with custom designed subsystems to produce a simple MIMO radar and data acquisition system. Some work involving design and development of a Tx and receiver (Rx) using COTS components may also be required.
8. Provide fieldwork support, hardware design and development support for HF over the horizon radar.
- Fieldwork support involving the setup of amplifiers, transmission lines, and antennas may be required. Characterization, testing, and maintenance of both transistor-based and vacuum tube-based amplifiers may be required.
 - Design and development support of HF waveform generators and HF receivers may also be required.

5. TASK BY LABOUR CATEGORY

5.1 SOFTWARE ENGINEER (SE):

The SE may be required to provide services to simulate radar systems and to process simulated and flight trial radar data.

The SE may be required to perform any of the following tasks:

Task Type 1:

Modification of radar simulation software to incorporate additional capabilities. This may include, but is not limited to:

- Developing and programming of any new software module;
- Developing test and validation plans;
- Implementing of the test and validation plans;
- Installing and testing of off-the-shelf products;
- Enhancing and maintaining the modelling and simulation environment;
- Preparing of hardware and software for project trials or exercises;
- Evaluating of exploitation workstations;
- Modelling scenarios for simulation testing or exercises;
- Setting up and maintaining local networks; and
- Performing software backup.

Task Type 2:

Generation of simulated data in a radar simulation tool. This may include but is not limited to:

- Executing simulation software over a wide range of geometries, radar operating parameters, and clutter and jamming backgrounds;
- Cataloguing and organizing simulated data.

Task Type 3:

Pre-process flight trial data. This may include but is not limited to:

- Initial processing to ensure validity of data;
- Creating back-up files;
- Formatting data.
-

Task Type 4:

Process and analyze simulated or real data using radar signal processing algorithms. This may include but is not limited to:

- Carrying out-processing techniques such as SAR, STAP, beamforming, and MTI;
- Analyzing data to determine the effect of processing parameters on detection and tracking results.

The SE may also be required to provide support services on an "as and when requested" basis for the design, development and implementation of any new software or in enhancing existing software.

5.2 SENIOR ENGINEERING TECHNOLOGIST (SET)

The SET may be required to provide services to support the hardware development, test, and characterization for multiple radar systems and test beds being developed at DRDC Ottawa. The SET must work on-site at DRDC - Ottawa to carry out tasks related to radar systems hardware.

The SET may be required to perform any of the following tasks:

Task Type 1:

Participate in field trials, which may involve operation and maintenance of the radar as well as assist with setup and assembly of any radar system. This may include but is not limited to:

- Conducting radar field trials;
- Ensuring operation of radar equipment during field trials.

Task Type 2:

Assist with design, re-design, and develop the transmitter and receiver subsystems of any radar system. This may include but is not limited to:

- Implementing modifications to existing radar hardware;

- Designing and developing radar system components, including transmitter and receiver; and
- Characterizing, testing, and maintaining of HF system components.

Task Type 3:

Perform laboratory experimentation to test and characterize various components and subsystems for a radar system. This may include but is not limited to:

- Conducting experiments and data collecting using commercial test and laboratory measurement equipment.

The SET may also be required to provide support services on an “as and when requested” basis for the designing, maintaining and operating of radar system hardware components.

6. GOVERNMENT FURNISHED EQUIPMENT (GFE)

DRDC Ottawa will provide software required for the development and operation of the simulation systems. For work performed at the Contractor's facility, the Contractor must provide the hardware and tools required for the development and operation of the simulation systems. For work performed at DRDC Ottawa, DRDC Ottawa will provide the hardware and tools required for the development and operation of the simulation systems. The Contractor must return all GFE on completion of the Contract. DRDC Ottawa will support and maintain all GFE. The list of GFE will be identified under the individual Task Authorizations issued pursuant to this Contract, as applicable. GFE may include, but is not limited to:

- desktop computers;
- laptop computers; or
- associated computer hardware

The Contractor may at times have continual access to RLSTAP, a software simulation tool. The Contractor must work on-site when access to RLSTAP is required. DRDC Ottawa will provide the tools required to conduct the tasks associated with RLSTAP.

7. LOCATION OF WORK

Software engineering services not related to RLSTAP must be performed at the Contractors facility. Software engineering services related to RLSTAP and SET services must be performed at DRDC Ottawa.

Normally, the Contractor will be permitted access to DRDC Ottawa during the core hours of 7:00 AM to 6:00 PM, Eastern Standard Time or Eastern Daylight Savings Time, as applicable, excluding weekends and statutory holidays.

Subject to approval and the availability of DRDC office facilities in the National Capital Region (NCR), DRDC Ottawa will provide the following to Contractor resources working on Task Authorizations issued pursuant to the Contract:

- Office space, general-purpose office furniture and Electronic Data Processing (EDP) equipment and services (CPU, keyboard, monitor and access to the LAN subject to normal security requirements).

8. TRAVEL

Contractor resources may be required to travel to a radar experimentation sites outside of the National Capital Region (NCR). Travel will be specified in an individual task authorization as required.

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

9. PROGRESS REVIEW MEETINGS

Meetings between the Contractor and the Technical Authority may be held at DRDC Ottawa or via Video Tele-conferencing (VTC), or teleconference, at the start and end of each individual Task Authorization. Quarterly progress review meetings to review the progress of all task authorizations may be held via teleconference call or VTC.

10. DELIVERABLES

Deliverables must be completed and submitted in accordance with the requirements set out in the Requirement and under each individual Task Authorization. All deliverables are subject to the satisfaction and acceptance of the Technical Authority.

As a minimum quality assurance requirement, the Contractor must perform all inspections and tests necessary to substantiate that the services and materiel provided conform to the specifications and requirements as set out under any individual Task Authorization issued pursuant to the Contract.

10.1 Documentation Deliverables

All documents must be delivered in paper copy, as well as electronic copy in MS Word or Latex PDF formats.

The documentation deliverables may include, but are not limited to:

- Hard and soft copies of final reports for each individual task; and
- Software release notes for each individual task performed.

10.2 Software Deliverables

Documented software source code and executable codes must be delivered for all software developed under each Task Authorization. The complete software source and executable must be delivered upon completion of the Contract along with the appropriate documentation and any Contractor or third-party proprietary software environment and or tools required for running, operating and maintaining the developed system at DRDC Ottawa. All software deliverables must be provided in electronic format; the format of the deliverables will be defined in the individual Task Authorization.

Software deliverables may include, but are not limited to:

-
- Source code and binary executables for all developed or updated software;
 - Development environment for modelling and simulation;
 - Architecture design and implementation;
 - All the databases developed;
 - Developed software models and classes; and
 - Communication interfaces source code.

10.3 Purchased Material

Material purchased in accordance with each individual Task Authorization must be delivered as set out in the individual Task Authorization.

10.4 Electronic Library

The Contractor must maintain an electronic library of work in progress, delivered items, review comments and must perform version control. The electronic library must be delivered upon completion of the Contract.

10.5 Monthly Progress Reports

For each continuous month, starting the first month after Contract award and continuing until the expiry of the Contract, the Contractor must deliver a Monthly Progress Report to the Technical Authority and Contracting Authority. The report must be delivered to the Technical Authority no later than one (1) working day prior to the monthly progress meeting and must be in a format acceptable to the Technical Authority.

Each report must discuss the progress of the work for each Task Authorization and will include, but is not limited to the following information:

- Task Authorization schedule including delays and concerns;
- Total number of days charged against each Task Authorization during the covered period;
- Cumulative number of days charged against each Task Authorization since Task Authorization issuance;
- Travel costs incurred under each Task Authorization;
- Summary of the technical progress achieved for each Task Authorization or activity;
- Status of all action and decision items originating from each Task Authorization, as well as a list of outstanding activities;
- A description of any problems encountered and proposed resolution;
- Any recommendations relating to the conduct of the work; and

- Risk items and possible mitigation.

10.6 MEETING MINUTES

1. The Contractor must provide a copy of the minutes for each quarterly review meeting to the Technical Authority and Contracting Authority no later than five (5) working days after the end of each quarterly meeting.
2. The minutes of the meeting must includes the following, at a minimum:
 - Those present and those who could not attend
 - A list of the agenda items and topics
 - Summary of discussion for each agenda item
 - The actions people committed to
 - Summary of any decisions made

11. LIMITATIONS AND CONSTRAINTS

There is a requirement for the Contractor to access information available exclusively at Canada facilities occupied by DRDC Ottawa.

During the performance of the Contract, the Contractor must not direct any employee of Canada, departmental organizations, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action.

The Contractor's resources must identify the firm they work for when answering telephones, using voice mail, in written and electronic correspondence and at all meetings.

The Contractor must ensure that its resources do not use Government of Canada or DND or DRDC designations, logos or insignia on any business cards, cubicle or office signs or any written or electronic correspondence that in any manner lead others to perceive a Contractor resource as being an employee of Canada.

12. LANGUAGE REQUIREMENTS

All deliverables must be submitted in English. Meetings must be conducted in English.

14. GLOSSARY:

Adapt_MFR	Adapt_multi-function radar
ADC	Analog to Digital Converters
AWG	Arbitrary waveform Generators
CFAR	Constant False Alarm Rate
COTS	Commercial off the shelf
CPW	Coplanar Wave Guide
DAC	Digital to Analog Converters

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DRDC	Department of Research and Development Canada
EDP	Electronic Data Processing
EW	Electronic Warfare
GHz	Gigahertz
GMTI	Ground Moving Target Indication
HF	High frequency
MIMO	Multiple-input multiple-output
MTI	Moving Target Indication
PCB	Printed Circuit Board
RF	Radio Frequency
RLSTAP	Research Laboratory Space Time Adaptive Processing
Rx	Receiver
SA	Spectrum Analyzers
SAR	synthetic aperture radar
SE	Software Engineer
SET	Senior Engineer Technologist
SMT	Surface Mount Components
STAP	Space Time Adaptive Processing
TWSAR	Through-Wall Synthetic Aperture Radar
Tx	Transmitter
UWB	Ultra wide band
VHF	Very High Frequency
VNA	Vector Network analyzers

ANNEX B

BASIS OF PAYMENT

- 1. LABOUR:** The Contractor will be paid firm hourly rates, inclusive of overhead and profit, as follows, for work performed in accordance with the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

Firm All Inclusive Hourly Rates					
	Contract Period			Option Periods	
	Year 1	Year 2	Year 3		
	Contract Award to March 31, 2013	April 1, 2013 to March 31, 2014	April 1, 2014 to March 31, 2015	Option Year 1: April 1, 2015 to March 31, 2016	Option Year 2: April 1, 2016 to March 31, 2017
Senior Engineering Technologist	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
Software Engineer	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr

TOTAL ESTIMATED LABOUR: \$ _____
(GST/HST extra)

- 2. EQUIPMENT:** at laid down cost without markup

TOTAL ESTIMATED EQUIPMENT \$ _____
(GST/HST extra)

- 3. MATERIALS AND SUPPLIES:** at laid down cost without markup

TOTAL ESTIMATED MATERIALS AND SUPPLIES: \$ _____
(GST/HST extra)

- 4. TRAVEL AND LIVING EXPENSES:**

- (a) Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
- (i) services provided within the National Capital Region (NCR). The National Capital Region (NCR) is defined in the *National Capital Act*, R.S.C. 1985, c.N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/eng/N-4/20100210/>; and
 - (ii) any travel between the Contractor's place of business and the NCR.
- (b) For services to be provided outside the NCR, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board

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Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

- (c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.
- (d) All travel must have prior authorization of the Technical Authority. All payments are subject to government audit.

TOTAL ESTIMATED TRAVEL AND LIVING EXPENSES: \$ _____
(GST/HST extra)

TOTAL ESTIMATED COST TO A LIMITATION OF EXPENDITURE -
CUMULATIVE TOTAL OF ALL TASK AUTHORIZATIONS: \$ _____
(GST/HST extra)

With the exception of the firm rate(s) and price(s), the amounts shown in the various items specified above are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority and provided that the estimated cost does not exceed the aforementioned Limitation of Expenditure

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ANNEX C

SECURITY REQUIREMENTS CHECK LIST

The Security Requirements Check List (SRCL) (Annex C) appended to the bid solicitation package is to be inserted at this point and forms part of this document.

ANNEX D

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

-
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - (n) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

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Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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ANNEX E

NON-DISCLOSURE AGREEMENT

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

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No: _____

Signature

Date

Solicitation No. - N° de l'invitation

W7714-125424/A

Amd. No. - N° de la modif.

File No. - N° du dossier

054svW7714-125424

Buyer ID - Id de l'acheteur

054sv

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

W7714-125424

CCC No./N° CCC - FMS No/ N° VME

ANNEX F

DEPARTMENT OF NATIONAL DEFENCE (DND) 626 TASK AUTHORIZATION FORM

National Défense Défense nationale		TASK AUTHORIZATION AUTORISATION DES TÂCHES	
All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.			Contract no. - N° du contrat
			Task no. - N° de la tâche
Amendment no. - N° de la modification	Increase/Decrease - Augmentation/Réduction	Previous value - Valeur précédente	
To - A	<p>TO THE CONTRACTOR</p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p>À L'ENTREPRENEUR</p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>		
Delivery location - Expédié à	<p>Date _____</p> <p>for the Department of National Defence pour le ministre de la Défense nationale</p>		
Delivery/Completion date - Date de livraison/d'achèvement			
Contract item no. N° d'article du contrat	Services	Cost Prix	
		GST/HST TPS/TVH	
		Total	
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p>NE S'APPLIQUE QU'ÀUX CONTRATS DE TP&GC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>			
<p>for the Department of Public Works and Government Services pour le ministre des Travaux publics et services gouvernementaux</p>			

DND 626 (01-05)

Design: Form Management 663-4005
Conception: Gestion des formulaires 663-4002