

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 1T3  
Bid Fax: (902) 496-5016

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> DEVELOPMENT OF FLASH BASED CONSOLE	
<b>Solicitation No. - N° de l'invitation</b> W7707-135633/A	<b>Date</b> 2012-11-06
<b>Client Reference No. - N° de référence du client</b> W7707-13-5633	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-210-8811	
<b>File No. - N° de dossier</b> HAL-2-69246 (210)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-11-22</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Thorpe, Susan	<b>Buyer Id - Id de l'acheteur</b> hal210
<b>Telephone No. - N° de téléphone</b> (902) 496-5191 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 9 GROVE ST DARTMOUTH Nova Scotia B3A3C5 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**

Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 3C9

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

**Title: Development of a Flash Based Console Interfaces and their Integration with the virtual VICTORIA Synthetic Environment**

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Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

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Buyer ID - Id de l'acheteur

hal210

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

W7707-13-5633

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: 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 Statement of Work, Basis of Payment:

### **2. Summary**

Defence Research and Development Canada - Atlantic (DRDC Atlantic) of the Department of National Defence (DND) has a requirement for computer software development services related to the development of Flash based sonar consoles and their integration to the virtual VICTORIA synthetic environment. The virtual VICTORIA concept calls for simulated systems including sonar and underwater combat systems to be integrated to create a virtual representation of a VICTORIA class submarine control room. The existing architecture of the synthetic environment already includes a working client-server remoting and messaging technology for all Flash clients (BlazeDS). Previous related development work is available and includes early Flash based prototypes of select components within the 2040 sonar console. DRDC Atlantic requires the services of a Flash/Flex developer to build hi-fidelity replications of the operator interfaces used within the VICTORIA class control room. The work includes integration of the Flash client displays with the existing virtual VICTORIA synthetic environment. The objective is to replicate several predetermined sonar console interfaces specific to the Victoria class submarine and integrate them with the existing System Test Bed (STB) sonar processing system in the virtual VICTORIA synthetic environment. Based upon the success of console work completed and any outstanding balance of unused hours, additional Flash development work related to the virtual VICTORIA Integrated Information Display (IID) concept may be assigned.

Completion date of this project is March 15, 2013 and has a maximum budget of \$50,000.00 plus applicable taxes.

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

This procurement is subject to the Controlled Goods Program

### 3. Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ( Consent to a Criminal Record Verification form\_- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

### 2. Submission of Bids

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

### 3. Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 the Province of Nova Scotia.

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**

DRDC 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: 6.4.2 .

#### **6. Maximum Funding**

The maximum funding available for the Contract resulting from the bid solicitation is \$50,000.00 (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

### **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 (2 hard copies)

Section II: Financial Bid (1 hard copy)

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 a numbering system that corresponds to the bid solicitation.

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

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

### **Technical Section I: Technical Bid**

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

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

### **Section I: Management Bid**

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

### **Section II: Financial Bid**

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

### **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, management, financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

## 1.1 Technical Evaluation

Bidders shall include a "Cross Reference" index in their Technical/Management proposal that identifies the paragraphs and page numbers associated with each of the following criteria.

### 1.1.1 Point Rated Criteria

Technical and management proposals will be evaluated and scored in accordance with the evaluation criteria given below. It is suggested that bidders address these criteria in sufficient detail in their proposal to ensure that the evaluation team may adequately assess capabilities to perform this work.

#### **TECHNICAL PROPOSAL**

**410 POINTS MAX / 287 POINTS MINIMUM**

- |   |            |
|---|------------|
| (a) Demonstrated understanding of scope and objectives                          | 60 POINTS  |
| (b) Demonstrated working knowledge and experience with:                         | 250 POINTS |
| a. Flash Professional software  | (75)       |
| b. AS3 programming language   | (75)       |
| c. Flash/Flex Builder or equivalent software using Flex SDK                     | (30)       |
| d. MXML, HTML, CSS, and general web development                                 | (20)       |
| e. Graphic design software (e.g., Adobe Illustrator)                            | (50)       |
| (c) Proposed work feasibility, approach and methodology                         | 60 POINTS  |
| (d) Recognition of direct as well as peripheral problems and solutions proposed | 20 POINTS  |
| (e) Adequacy of level of effort, workplan and schedule, deliverables            | 20 POINTS  |

#### **MANAGEMENT PROPOSAL**

**80 POINTS MAX / 56 POINTS MINIMUM**

- (a) proposed management of the project and the demonstrated qualifications and experience of the project manager, including: position within the organization, relevant experience, education, etc.; demonstrated ability to control costs. 5 POINTS
- (b) key personnel capability – demonstrated relevant experience, qualifications and competence proven by similar and/or related work. 40 POINTS
- (c) company capability including subcontractors, if applicable – relevant experience/competence proven by similar or related work, and resource capability, risk of non-performance, commitment to this field of work. 20 POINTS
- (d) adequacy of planned team organization, including availability of team members and backup capability, reporting structure, management of project, subcontracts and capability to carry out the project within the time frame allotted. 15 POINTS

#### **TOTAL POINTS – 490 POINTS MAX / 343 POINTS MINIMUM**

## 2. Basis of Selection

- To be considered responsive, a bid must:

- (a) meet all the mandatory terms and conditions of this solocitation doucment; and
- (b) obtain the required minimum of 70 percent of the points for each of the technical and management criteria which are subject to point rating. The total overall rating is performed on a scale of 490 points.

2. Bids not meeting (a) or (b) above will be given no further consideration. The responsive bid with the highest overall points within the stated budget will be recommended for award of a contract. In the case of a tie the bid with the highest technical proposal will be recommended.

## **PART 5 - CERTIFICATIONS**

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

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

### **1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award**

- 1.1** Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

### **2. Certifications Required with the Bid**

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

#### **2.1 Federal Contractor's Program Certification**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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.

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;
- d.( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

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

## 2.2 Former Public Servant Certification

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

### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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Is the Bidder a FPS in receipt of a pension as defined above? Yes ( ) No ( )  
If so, the Bidder must provide the following information:

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

#### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes ( ) No ( )

If so, the Bidder must provide the following information:

- a.name of former public servant;
- b.conditions of the lump sum payment incentive;
- c.date of termination of employment;
- d.amount of lump sum payment;
- e.rate of pay on which lump sum payment is based;
- f.period of lump sum payment including start date, end date and number of weeks;
- g.number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

#### Certification

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

### 2.3 Canadian Content Certification

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

This procurement is limited to Canadian services.

The Bidder certifies that:

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

### 2.4 Status and Availability of Resources

Status and Availability of Resources (2010-08-16) A3005T

### 2.5 Education and Experience

Education and Experience (2010-08-16) A3010T

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## PART 6 - FINANCIAL AND OTHER REQUIREMENTS

### 1. Financial Capability

*Manual SACC clause A9033T (2012-07-16) Financial Capability*

### 2. Controlled Goods Requirement

*Controlled Goods Program (2011-05-16) A9130T*

### 3. Insurance Requirements

Insurance (2008-05-12) G1005C

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

Work shall be performed in accordance with Appendix "A" and generally in accordance with the Contractor's technical proposal dated \_\_\_\_\_.

### 2. Standard Clauses and Conditions

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

#### 2.1 General Conditions

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

The text under Subsection 52 Code of Conduct and Certifications - Contract, of 2040 *referenced above* is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

### 3. Term of Contract

#### 3.1 Delivery Date

All the deliverables must be received on or before March 15, 2013.

#### 4.1 Contracting Authority

The Contracting Authority for the Contract is:

Solicitation No. - N° de l'invitation

W7707-135633/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hal210

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

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File No. - N° du dossier

HAL-2-69246

CCC No./N° CCC - FMS No/ N° VME

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**Susan Thorpe**  
**Supply Specialist**  
**Public Works and Government Services Canada**  
**Acquisitions Branch**  
**Telephone: 902-496-5191**  
**Facsimile: 902-496-5016**  
**E-mail address: susan.thorpe@pwgsc-tpsgc.gc.ca**

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

#### 4.2 Project Authority

The Project Authority for the Contract shall be identified in the resultant contract.

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

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project 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 Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 4.3 Contractor's Representative

Name \_\_\_\_\_:  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

### 5. Payment

#### 5.1 Basis of Payment

The Contractor shall be paid its costs reasonably and properly incurred in the performance of this work in accordance with Appendix "B" attached.

#### 5.2 Limitation of Expenditure

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

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No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

when it is 75 percent committed, or

four (4) months before the contract expiry date, or

as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **5.3 Progress Payment**

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

a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. the amount claimed is in accordance with the basis of payment;

c. the total amount for all progress payments paid by Canada does not exceed \_\_\_\_\_ percent of the total amount to be paid under the Contract;

d. all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.

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

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

### **5.4 Time Verification**

C0711C Time Verification (2008-05-12)

## 6. Invoicing Instruction

The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

all information required on form PWGSC-TPSGC 1111;

all applicable information detailed under the section entitled "Invoice Submission" of the general conditions.

*Each claim must be supported by:*

*a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;*

*a copy of the monthly progress report if applicable.*

*The Goods and Services Tax or Harmonized Sales Tax (GST/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.*

*The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.*

The *Project* Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

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

## 7. Certifications

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

### 7.2 Canadian Content Certification

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

## 8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Nova Scotia.

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## 9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2040 (2012-07-16) General Conditions - Research and Development
- (c) Annex "A", Statement of Work
- (d) Annex "B", Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_

## 10. Defence Contract

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

## 11. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 12. Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 13. Canada to Own Intellectual Property Rights in Foreground Information

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

## 14. Controlled Goods Program

SACC *Manual* clause A9131C (2011-05-16) Controlled Goods Program

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**ANNEX "A"****STATEMENT OF WORK**

Work shall be performed in accordance with the following information:

**Summary**

The requirement is to provide DRDC Atlantic with a Flash/Flex developer to build hi-fidelity replications of the operator interfaces used within the VICTORIA class control room. The work includes integration of the Flash client displays with the existing virtual VICTORIA synthetic environment. Based upon the success of console work completed and any outstanding balance of unused hours, additional Flash development work related to the virtual VICTORIA Integrated Information Display (IID) concept may be assigned.

**Requirement**

Defence Research and Development Canada - Atlantic (DRDC Atlantic) of the Department of National Defence (DND) has a requirement for computer software development services related to the development of Flash based sonar consoles and their integration to the virtual VICTORIA synthetic environment. The virtual VICTORIA concept calls for simulated systems including sonar and underwater combat systems to be integrated to create a virtual representation of a VICTORIA class submarine control room. The existing architecture of the synthetic environment already includes a working client-server remoting and messaging technology for all Flash clients (BlazeDS). Previous related development work is available and includes early Flash based prototypes of select components within the 2040 sonar console.

DRDC Atlantic requires the services of a Flash/Flex developer to build hi-fidelity replications of the operator interfaces used within the VICTORIA class control room. The work includes integration of the Flash client displays with the existing virtual VICTORIA synthetic environment. The objective is to replicate several predetermined sonar console interfaces specific to the Victoria class submarine and integrate them with the existing System Test Bed (STB) sonar processing system in the virtual VICTORIA synthetic environment.

Based upon the success of console work completed and any outstanding balance of unused hours, additional Flash development work related to the virtual VICTORIA Integrated Information Display (IID) concept may be assigned.

**Tasks:**

1. Develop Flash based replicas of several (to be determined) screens within the VICTORIA class existing sonar consoles. The required interfaces will include a variety of highly customized and operable user interface controls including menus, buttons, dials, knobs, switches, and keypads. The Flash displays will also need to incorporate data driven visualizations unique to sonar consoles such as J-Scan and LOFAR (frequency-time-intensity) plots. The Flash clients will require code enabling communication with the existing backend server using BlazeDS remoting and messaging protocols. The software produced must be documented and tested. Pictures, descriptions, user manuals, and other related design inputs will be provided for all console display screens selected for development.

2. Based upon the success of work completed for Requirement 1, and any outstanding balance of unused hours, additional Flash development work related to specific UI components (to be determined) within the virtual VICTORIA Integrated Information Display (IID) concept may be assigned.

Progress will be monitored and succeeding tasks defined / refined through regular meetings between the contractor and the project authority or his delegates.

### **Security:**

All work is unclassified and the contractor will not have access to any classified information.

### **Deliverables**

In addition to the return of all non-expended items (equipment, software, books, etc.) acquired by the contractor in support of this requirement and claimed for against the contract, the deliverables shall be:

1. Application configuration files, source code, and other software related elements in electronic format. These shall be entered into the appropriate subversion repository at DRDC Atlantic.
2. Contractor report describing the configuration, design, and operation of the software developed for item 1 including any specific platform requirements and/or limitations.

### **Reports**

Reports shall be as described in the deliverables above. Reports shall be produced and reviewed incrementally during the work as part of the development process and revised iteratively along with the software (no less than every 2 weeks). All reports shall follow DRDC guidelines for format and content, and shall be produced using the latest version of the DRDC template.

### **Contractor Personnel**

All contractor personnel shall be named in the contract. All proposed changes in contractor personnel shall be addressed by the contractor to Public Works and Government Services Canada who in turn shall request DRDC Atlantic's approval.

### **Government Furnished Equipment (GFE)**

DRDC Atlantic will provide the following equipment and software required for the work:

1. Adobe Flash Professional (version CS5)
2. Adobe Flash Builder 4.6 (standard version)
3. Source files for Flash based 2040 sonar sample components.
4. Sample source code for Flash client-to-server data messaging and remoting.
5. CBT courseware for 2040 and 2046 sonar consoles.
6. Pictures, descriptions, user manuals, and other related design inputs will be provided for all console display screens selected for development.
7. Contractor Report Document templates for Word 2003 and 2010

### **DRDC Atlantic Support, Facilities and Responsibilities**

For the purpose of conducting the work DRDC Atlantic shall provide:

1. A workstation on-site for development work if required.
2. On-site access to virtual Victoria development servers.

### **Travel and Living**

Solicitation No. - N° de l'invitation

W7707-135633/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-2-69246

Buyer ID - Id de l'acheteur

hal210

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

W7707-13-5633

CCC No./N° CCC - FMS No/ N° VME

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It is anticipated that approximately 30% of the work will be required to be performed on-site at DRDC Atlantic, Halifax NS. Travel and living will be in accordance to Treasury Board Guidelines and with prior approval of the Project Authority.

### **Control Procedures**

Inspection shall be by and to the satisfaction of the Director General, Defence R&D Canada - Atlantic.

Progress will be monitored through brief monthly written reports submitted with progress claims and regular consultations between the contractor and the Project Authority. The work shall be deemed 100% complete upon receipt and approval of the draft final report by the Project Authority. The contractor must allow time for editorial review of the draft report by the Project Authority and agree to make minor editorial changes to the report, and to deliver the report in electronic format (Microsoft Word 2003), at no additional cost. Upon receipt of the Final Report and other deliverables, and upon receipt of a Claim for Holdback, the holdback will be released.

**ANNEX "B"**

**BASIS OF PAYMENT**

**Prices shall be submitted in the following format:**

1. Labour: For each individual and/or labour category to be employed on the project, indicate the proposed hourly rate (including overhead, excluding profit).

2. Other Direct Charges to be paid at cost without mark-up:

Equipment: Identify the items required to complete the work and identify the pricing basis inclusive of customs duty. These items will be delivered to Canada upon completion of the project.

Materials, Supplies, Components: Indicate general categories and the pricing basis. Indicate whether the items are likely to be used or consumed during the course of the Work.

Other Charges: Identify any other direct charges anticipated such as long distance communication and rentals and provide the estimated costs and relevance to the proposed work.

3. Subcontracts: Identify potential subcontractors and provide the same cost breakdown information detailed herein.

4. Travel and Living -

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 Travel Directive, <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Total Estimated Cost \$ \_\_\_\_\_ exclusive of applicable taxes