

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet Technical Review	
Solicitation No. - N° de l'invitation W7702-135548/A	Date 2012-09-27
Client Reference No. - N° de référence du client W7702-135548	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-607-9555	
File No. - N° de dossier EDM-2-35229 (607)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-10-16	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jenkinson, Lorraine	Buyer Id - Id de l'acheteur edm607
Telephone No. - N° de téléphone (780) 497-3593 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BLDG 560 RECEIVING RALSTON ALBERTA T0J2N0 CANADA	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

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

TITLE: TECHNICAL REVIEW - VEHICLE MOUNTED COMMAND WIRE SENSOR CONCEPTS.**TABLE OF CONTENTS****PART 1 - GENERAL INFORMATION**

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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 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes as identified in the Table of Contents.

2. Summary

- 2.1 Defence Research & Development Canada - Suffield has a requirement for a technical review of vehicle mounted command wire sensor concepts. A large number of improvised explosive devices (IEDs) have recently been detonated using command wires. It has been proposed that detection of buried command wires may be achieved using electromagnetic scattering. In such a scenario, the target zone considered likely to contain command wires is illuminated with electromagnetic waves generated by a radio-frequency transmitter, and the radiation scattered by the wire can be detected by a single or multiple radio-frequency receivers.

The purpose of this contract is to develop concepts for vehicle mounted command wire sensors. First, a survey of available technologies will be performed. This will be followed by an assessment of the technologies in terms of their performance and standoff capability. Next, the contractor will assess concepts developed at DRDC Suffield, and may add additional concepts.

- 2.1 It is anticipated that any contract will be effective from date of contract to 2013-March-31.
- 2.2 Pursuant to section 01 of Standard Instructions 2003 and 2004, Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

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.

Bids transmitted by facsimile to PWGSC will be accepted.

3. Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

5. Basis for Canada's Ownership of Intellectual Property

The Defence Research and Development Canada - Suffield 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: (6.5) where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

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 (1 hard copy or 1 fax copy)
Section II: Management Bid (1 hard copy or 1 fax copy)
Section III: Financial Bid (1 hard copy or 1 fax copy)
Section IV: Certifications (1 hard copy or 1 fax 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.

Section I: Technical Bid

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

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

Section II: Management Bid

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

Section III: Financial Bid

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

Section IV: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

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

1.2 Management Evaluation

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

1.3 Financial Evaluation

1.3.1 The costs for the items in Annex "B" will be added together to obtain the Total Ceiling Price.

2. Basis of Selection

2.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 70 percent of the points of the technical evaluation criteria for each of the three (3) categories subject to point rating:
 - (i) 45 points for category A.2.1. STUDY STRATEGY (Total points = 60);
 - (ii) 34 points for category A.2.2. TRAINING & EXPERIENCE (Total points = 48);
 - (iii) 34 points for category A.2.3. PROJECT ORGANIZATION (Total points = 48).

2.2 Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

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](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) - 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 Precedent to Contract Award

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

2.1 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

2.1.1 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.

2.1.2 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
[<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>] ;
- 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
[<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>] .

2.2 Former Public Servant Certification

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

2.2.1 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.

2.2.2 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.

2.2.3 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.

2.4 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

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

2.3.2 Canadian Content Certification
This procurement is limited to Canadian services.

The Bidder certifies that:

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

2.4 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, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

2.5 Education and Experience

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

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the technical and management portions of the Contractor's bid entitled _____, dated _____.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the 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

2035 (2012-07-16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 General Conditions - Modifications

The text under Subsection 4 of Section 41 - Code of Conduct and Certifications - Contract of general conditions 2035 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.

2.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

3. Blank

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from **date of Contract award to 2012-MARCH-31** inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lorraine Jenkinson
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Western Region
Telus Plaza North
10025 Jasper Avenue, 5th Floor
Edmonton, AB T5J 1S6

Telephone: (780) 497-3593

Facsimile: (780) 497-3510

E-mail address: Lorraine.Jenkinson@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.

5.2 Technical Authority

(to be named in the Contract)

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____.

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.2 Administrative Authority

(to be named in the Contract)

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____.

5.4 Contractor's Representative

Name: _____

Title: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____.

6. Payment

6.1 Basis of Payment - Ceiling Price

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a ceiling price of **\$50,000.00**. 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.

6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16), Limitation of Price

6.3 Progress Payments

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

- a. an accurate and complete claim for payment using form PWGSC-WR01, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. the amount claimed is in accordance with the basis of payment;
- c. the total amount for all progress payments paid by Canada does not exceed 100 percent of the total amount to be paid under the Contract;
- d. all certificates appearing on form PWGSC-WR01 have been signed by the respective authorized representatives.

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

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

6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C0710C (2007-11-30), Time and Contract Price Verification

C0711C (2008-05-12), Time Verification

7. Invoicing Instructions - Progress Payment Claim

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

Each claim must show:

- a. all information required on form PWGSC-WR01;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a list of all expenses;
- d. expenditures plus pro-rated profit or fee.

Each claim must be supported by:

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

7.2 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.

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

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

7.4 The Contractor must not submit claims until all work identified in the 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 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.

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 _____. (Insert the name of the province or territory as specified by the bidder in its bid, if applicable.)

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) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2012-07-16), General Conditions - Higher Complexity - Services;

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- (d) Annex A, Statement of Work;
(e) Annex B, Basis of Payment;
(f) the Contractor's bid dated _____, *(insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: " or ", as amended on _____ " and insert date(s) of clarification(s) or amendment(s)).*

11. Defence Contract

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

12. SACC Manual Clauses

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

A9062C (2011-05-16), Canadian Forces Site Regulations

13. Insurance

SACC Manual clause G1005C (2008-05-12), Insurance

STATEMENT OF WORK ANNEX "A"

1. Title:

Vehicle mounted command wire sensor concepts.

2. Background:

A large number of IEDs have recently been detonated using command wires. It has been proposed that detection of buried command wires may be achieved using electromagnetic scattering. In such a scenario, the target zone considered likely to contain command wires is illuminated with electromagnetic waves generated by a radio-frequency transmitter, and the radiation scattered by the wire can be detected by a single or multiple radio-frequency receivers.

In several previous solicitations, the understanding of the processes underlying EM scattering has been achieved both through numerical computation, experimentation, and device construction. This has all been performed with the end goal of developing a handheld sensor. The purpose of the present contract is to explore the possibility of mounting a similar sensor on a vehicle. This is a challenge, since the EM scattering technique currently offers almost no standoff detection. Thus, new concepts must be considered and researched to achieve detection at appreciable distances.

In previous work for the handheld command wire sensors, it has been assumed that a distant transmitter exists, which is fixed in position, and radiates adequate power to induce a current within the wire. Such a transmitter could be a local radio station antenna or some other antenna that is sufficiently distant from the wire such that the arriving electromagnetic wave can be considered a plane wave. In this way, the wire detector sensor was considered to be a passive device, relying on a separate external transmitter for inducing current within the wire. Depending on the concepts that are considered, this may no longer be the case and the new designs may require the incorporation of their own transmitter. Thus, some effort may be required to evaluate transmitters for vehicle-based command wire detection, since the lower frequencies typically involved (under 1 MHz) place restrictions on the transmitting antenna.

3. Objective:

The purpose of this contract is to develop concepts for vehicle mounted command wire sensors. First, a survey of available technologies will be performed. This will be followed by an assessment of the technologies in terms of their performance and standoff capability. Next, the contractor will assess concepts developed at DRDC Suffield, and may add additional concepts.

4. Scope of Work:

The contractor will first perform a literature survey to determine the availability of commercial off-the-shelf vehicle mounted command wire detection systems. In addition to this survey, the contractor shall also perform feasibility studies on several concepts that have already been devised at DRDC Suffield. These concepts will be described at the kick-off meeting once the contract has been awarded. The milestones of this contract can be summarized as follows:

(a) Background Survey

For this stage of the contract, several resources should be utilized to survey presently available systems for the detection of command wire from vehicles.

(b) Refinement and Analysis of Concepts

Several concepts for vehicle mounted command wire sensors have been considered at DRDC Suffield. For this portion of the contract, the concepts will be evaluated. Once this is complete, the various methods, including those found in the Background Survey, will be enumerated and compared.

(c) **Final Report**

This will summarize the findings of the contract and put forward the best concept for vehicle-mounted command wire sensors.

(d) A short report will follow each of the milestones (a) and (b).

5. Meetings:

The Contractor should provide allocations (cost and personnel) for at least two meetings to be held at DRDC Suffield.

6. Reports and Deliverables:

A report will follow each task described in the Scope of Work: (a) Review the Literature and (b) Refinement and Analysis of Concepts. In addition, a final report will also be submitted on completion of the contract. The final report for the project should include the previous reports and a final summary.

All deliverables are FOB Suffield and include:

- 1) Two copies of the final report, in addition to an electronic version (Adobe PDF or equivalent).
- 2) Any equipment procured under the contract.

7. Government Furnished Support/Equipment/Information.

If required, DRDC Suffield can provide representative samples or replicas of command wires and associated IED systems for test and evaluation.

8. Special Considerations.

None.

9. Acceptance Criteria.

The work will be monitored through the reports submitted by the contractor for adherence to the work plan and to approve any modifications which may be required.

Acceptance will be determined following examination, satisfactory completion and acceptance of the final manuscript by the Technical Authority.

BASIS OF PAYMENT..... ANNEX "B"

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

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

Provide firm all-inclusive daily or hourly rates for each category of personnel; indicate whether profit is included in the labour rates or list profit as a separate item.

a) Title/name _____, (est) ____ days/hours @ \$---./day/hour (est.) \$ _____

b) Title/name _____, (est) ____ days/hours @ \$---./day/hour (est.) \$ _____

c) Title/name _____, (est) ____ days/hours @ \$---./day/hour (est.) \$ _____

Total Estimated Labour: \$ _____

2. Material and supplies at actual cost without markup; provide a listing of material and supplies of the sort likely to be used or consumed during the course of the work and provide a detailed cost estimate. (est.) \$ _____
3. Purchased equipment at laid down cost without markup; provide a listing of equipment (e.g. hardware/software) to be purchased for use under the proposed contract and provide a detailed cost estimate. (est.) \$ _____
4. Subcontracting at actual cost incurred without markup; list individually any subcontracts proposed and provide a cost breakdown including labour rates by category of personnel; identify the basis of selection of any subcontractors. (est.) \$ _____
5. Authorized travel and living: provide a cost estimate for each trip, specifying the purpose of the trip, who will be travelling, destination, duration of the trip, mode of transportation, estimated cost of meals and accommodation. Travel and living expenses will be reimbursed at actual cost incurred, except for meals and private vehicle mileage which are not to exceed Treasury Board Travel and Living Guidelines (Appendix B and C) in effect at the time of travel. A copy of the current rates is available at: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp. (est.) \$ _____
6. Other direct charges at actual cost incurred without markup: list any other costs which may be applicable, giving an estimated cost for each (e.g. computing costs, long distance telephone/facsimile charges, reproduction, shipping). (est.) \$ _____
7. Profit at a firm --% of items -, -, above (\$----.-), not to exceed (max.) \$ _____

TOTAL CEILING PRICE: \$ _____

The requirements of the Statement of Work are to be completed under the terms and conditions of this Contract, which is subject to a ceiling price of \$_____.

Solicitation No. - N° de l'invitation

W7702-135548/A

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-2-35229

Buyer ID - Id de l'acheteur

edm607

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

W7702-135548

CCC No./N° CCC - FMS No/ N° VME

The ceiling price of \$000,000.00 is subject to adjustment downward so as not to exceed the actual costs incurred in accordance with the Basis of Payment as may be established by Government Audit. In the event that the total cost of the work required under the Contract exceeds the sum of \$_____, the Contractor shall complete the work at his own expense.

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

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

EVALUATION CRITERIA..... ANNEX "C"**EVALUATION:**

A. Mandatory Technical Criteria: Failure to meet any of the following mandatory criteria at bid closing will render the bid non-responsive and it will be given no further consideration.

B. Point Rated Criteria:

- 1.) Each evaluation criterion has a number allotment ("weight") that reflects its importance within the bid. The degree to which the bid satisfies the requirement of each criterion will be assessed and a rating will be assigned ranging from 0 to 4, as described below. A score will be assessed by multiplying the weight by the rating.

(Rating: 4 = excellent, 3 = very good, 2 = average, 1 = poor, 0 = nothing)

- 2.) Each bid must achieve a minimum score of 65% in EACH category subject to point rating. Bids that fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

A.	MANDATORY TECHNICAL CRITERIA	YES	NO	
1.	Education: At least one member of the project team must have a Bachelor or greater level of education that covers Electromagnetic theory and practice.			
2.	Experience: Demonstrated relevant experience in the area of electromagnetics, radio-frequency theory and design, or similar area. Demonstrated publication record.			
B.	POINT RATED TECHNICAL CRITERIA:			
B.1	STUDY STRATEGY	WEIGHT	RATING	SCORE
a)	Demonstrated understanding of scope and importance of study and the Statement of work as set out in RFP.	6.0		
b)	Breakdown of project into logical tasks; planning and detail of tasks; detailed schedule and timetable; realistic estimation of the time required to complete the work	5.0		
c)	Demonstrated original and innovative ideas.	5.0		
	Maximum points available		64.0	
	Minimum points acceptable		45.0	
	Points awarded			
B.2.				
a)	Demonstrated corporate experience in projects of this nature	3.0		
b)	Suitability of academic backgrounds of personnel assigned	3.0		

c)	Relevant experience of personnel assigned to the project	3.0		
d)	Adequacy and availability of personnel to carry out the project	3.0		
	Maximum points available		48.0	
	Minimum points acceptable		34.0	
	Points awarded			
B.3	PROJECT ORGANIZATION	WEIGHT	RATING	SCORE
a)	Study team organization for external and internal control	3.0		
b)	Allocation of manpower for efficient use of personnel	3.0		
c)	Assurance of liaison with the Technical Authority	3.0		
d)	Overall organization of the project	3.0		
	Maximum points available		48.0	
	Minimum points acceptable		33.6	
	Points awarded			
	MAXIMUM TOTAL POINTS AVAILABLE		160.0	
	TOTAL POINTS AWARDED			