

**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 R&D SUPPORT FOR SAR, MTI DETECTION		
Solicitation No. - N° de l'invitation W7714-115147/B	Date 2012-03-26	
Client Reference No. - N° de référence du client W7714-115147		
GETS Reference No. - N° de référence de SEAG PW-\$\$\$V-011-24064		
File No. - N° de dossier 011sv.W7714-115147	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-04		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Bellec, Jean M.		Buyer Id - Id de l'acheteur 011sv
Telephone No. - N° de téléphone (819) 956-1669 ()		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

This bid solicitation cancels and supersedes previous bid solicitation number W7714-115147/A dated December 21, 2011 with a closing of March 2, 2012 at 2:00 pm Eastern Standard Time.

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Solicitation No. - N° de l'invitation

W7714-115147/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

011sv

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W7714-115147

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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 Security 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 Requirement, the Security Requirements Check List and Form DND 626, Requisition on a Contract.

2. Summary

The Department of National Defence (DND), Defence R&D Canada (DRDC) requires technical and scientific services to support selected Synthetic Aperture Radar (SAR) and Moving Target Indication (MTI) signal processing and development activities. The activities include, but are not limited to: signal processing algorithm and software development and modification, SAR data processing and analysis, GMTI data processing (specifically, detection, tracking and meta-level tracking) and analysis. Areas of exploitation interest include detection and imaging of moving targets, multi-target tracking and meta-level tracking and the use of multi-channel data. The goal is the development of techniques and capabilities in airborne surveillance.

DRDC Radar Systems section requires technical and scientific support services on an "as and when requested basis", whose services may be requested in:

- Technical Investigations, Engineering or Scientific Studies, and Algorithm Development;
- Software Development;
- Field Trials; and
- Data Preparation.

The Contractor must provide the services of:

- one (1) Senior Software Developer/Analyst; and
- one (1) Junior Software Developer/Analyst

for a period of three (3) years starting June 1, 2012, with an option to extend the Contract by up to two (2) additional one (1) year periods.

The services of the Senior Software Developer/Analyst and Junior Software Developer/Analyst may be requested for an estimated 800 hours up to 1,725 hours per year each.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security Requirements, and Part 7 - Resulting Contract Clauses. 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.

The requirement is limited to Canadian services.

This procurement is subject to the Controlled Goods Program.

3. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

4. 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* (<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 fifteen (15) 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

The Department of National Defence, Defence R&D Canada Ottawa 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 ground:

- the intellectual property is part of a defence technology which is of strategic importance to DRDC or the department.

6. Maximum Funding

The maximum funding available for the contract resulting from the bid solicitation is \$ 530,973.00 (Goods and Services Tax or the Harmonized Sales Tax extra, as appropriate). The maximum funding available for each option year period if exercised is \$ 176,991.00 (Goods and Services Tax or the Harmonized Sales Tax extra, as appropriate). Bids valued in excess of these 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 four (4) hard copies and one (1) soft copy on CD.

Section II : Financial Bid two (2) hard copies.

Section III : Certifications one (1) hard copy.

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

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use 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 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.

Overlapping years are to be identified by the bidder. Bidders must indicate the non-overlapping experience.

	Total Months Experience (Non -overlapping)	
Solicitation Criteria	Mr. X	Mr. Y
Criteria 1		
Criteria 2		

E.g. If X has worked from 2000 to 2003 on xyz for company 1 and work from 2002 to 2005 on xyz for company 2, the total years of experience is 5 years and not 6 years. For technical evaluation purposes, one year of experience is equal to 1,725 hours.

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 Annex A, for 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.

The firm rates included in the Basis of Payment include equipment, materials and supplies, travel and living expenses and other direct charges

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 section 1.1.1 price breakdown.

- (b) For Canadian-based bidders, 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.

For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

1.1.1 Price Breakdown

Bidders are requested to detail the following elements for the performance of the Work, as applicable:

- (a) Labour : For each individual or labour category to be assigned to the Work, indicate: i) the hourly rate, inclusive of overhead and profit; and ii) the estimated number of hours.

BIDDERS ARE REQUESTED TO QUOTE ONE RATE PER CATEGORY OF PERSONNEL REQUIRED, PER PERIOD.

Labour Category	Firm all inclusive hourly labour rates						Extended total (sum of firm all inclusive hourly rates multiplied by the total est. hours specified for the contract plus sum of firm all inclusive hourly rates multiplied by the total est. hours specified for the option periods)
	Proposed Contract Period		Option Periods				
			Option 1		Option 2		
	June 1, 2012 to March 31, 2015	Total est. hours	April 1, 2015 to March 31, 2016	Total est. hours	April 1, 2016 to March 31, 2017	Total est. hours	
Senior Software Developer/Analyst	\$_____	2,400*	\$_____	800*	\$_____	800*	\$_____
Junior Software Developer/Analyst	\$_____	2,400*	\$_____	800*	\$_____	800*	\$_____

* Estimated level of effort: 800 to 1,725 hours per year. For financial evaluation purposes the estimated level of effort will be based on 800 hours per year.

TOTAL ESTIMATED LABOUR: \$_____

- (b) GST/HST : Identify any applicable GST or HST separately.

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

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), or suppliers will not be considered.

Notwithstanding article 4 of the Standard Instructions - Goods or Services - Competitive Requirements, id 2003 dated 2011-05-16, the experience of subcontractors will be considered for this Request for Proposal.

2. Mandatory Criteria

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

2.1 Mandatory Management Criteria

2.1.1 The Bidder must submit the name of one (1) individual for the Senior Software Developer/Analyst and one (1) individual for the Junior Software Developer/Analyst labour categories as specified in the Statement of Requirement. Back-up personnel will not be evaluated.

2.2 Mandatory Financial Criteria

2.2.1 The Bidder must submit a financial proposal that does not exceed \$ 530,973.00 CAD, GST/HST excluded, FOB Destination (for goods), all applicable customs duty and excise taxes included for the initial Contract period and \$ 176,991.00 CAD, GST/HST excluded, FOB Destination (for goods), all applicable customs duty and excise taxes included for each option period.

2.3 Mandatory Technical Criteria

2.3.1 The Bidder's proposed resources must meet the minimum Mandatory Education and Experience Requirements of their respective labour category as defined under article 3 "Personnel Requirements" in Annex A, Statement of Requirement. Where the post-secondary degree, diploma or certificate was successfully 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.

It is incumbent upon the Bidder proposing a resource with an "equivalent" degree or variable qualification to adequately demonstrate that the other field or qualification is equivalent to the ones listed under article 3 "Personnel Requirements, in Annex A, Statement of Requirement. Bidders must submit a formal question to the Contracting Authority cited herein, at least ten (10) calendar days prior to the bid solicitation closing date, if the Bidder intends to propose such a resource in order to obtain a ruling on the equivalency prior to bid closing.

The Senior Software Developer/Analyst must have the following at bid closing time:

2.3.2 Senior Software Developer/Analyst

2.3.2.1 a minimum of a Ph.D. Degree in Electrical Engineering, Computer Engineering, Engineering Physics, Mathematics, Physics, or Computer Science from a Canadian University, or equivalent, as established by a recognized Canadian academic credentials assessment service*.

2.3.2.2 a minimum of three (3) years, in the last five (5) years, of work experience developing software applications in support of analysis and development of SAR, SAR Polarimetry, SAR Interferometry, SAR GMTI, or SAR Maritime Surveillance systems using:

- a) C or C++, or
- b) MATLAB®

under UNIX or Windows 2000 or newer;

2.3.2.3 a minimum of three (3) years, within the last seven (7) years, of demonstrated work experience in applying the theory of Radar Systems and Signal Processing for SAR, SAR Polarimetry, SAR Interferometry, SAR GMTI or SAR Maritime Surveillance systems;

2.3.2.4 a minimum of three (3) years, within the last seven (7) years, of demonstrated **work or school** experience in the development of state-of-the art algorithms;

2.3.2.5 a minimum of three (3) years, within the last seven (7) years, of demonstrated work experience using C or C++ including design of detailed programs, flow charts, development of code, verification of accuracy and completeness of programs and testing; and,

2.3.2.6 a minimum of (3) years, within the last seven (7) years, of demonstrated work experience using MATLAB® under Unix or Unix-like or Windows 2000 or newer operating systems, in design of detailed programs, flow charts, development of code, verification of accuracy and completeness of programs and testing of code.

2.3.3 Junior Software Developer/Analyst

2.3.3.1 The Junior Software Analyst must have as a minimum a Master's Degree in Electrical Engineering, Computer Engineering, Engineering Physics, Mathematics, Physics or Computer Science from a Canadian University, or equivalent, as established by a recognized Canadian academic credentials assessment service*.

*** The list of recognized organizations can be found under the Canadian Information Centre for International Credentials web site, at the following internet link: <http://www.cicic.ca/indexe.stm>**

For technical evaluation purposes, one year of experience is equal to 1,725 hours. For financial evaluation purposes the estimated level of effort is based on 800 hours.

3. Point Rated Technical Criteria

3.1 Senior Software Developer/Analyst

Senior Software Developer/Analyst		Max. Points	Min. Points
Advanced SAR and MTI Applications			
Demonstrated work experience in applying the theory of Radar Systems and Signal Processing for SAR, SAR Polarimetry, SAR Interferometry, SAR GMTI or SAR Maritime Surveillance systems within the last seven (7) years.	Award one (1) point per month for each additional month above three (3) years to a maximum of four (4) additional years of experience.	48	
Demonstrated work or school experience submitted in response to Software programming using C or C++ that demonstrates the development by the proposed analyst of state-of-the art algorithms within the last seven (7) years.	Award three (3) points for each additional year above three (3) years to a maximum of four (4) additional years of experience.	12	
Total score for Advanced SAR and MTI Applications		60	45
Software programming using C or C++			
Demonstrated work experience using C or C++ including design of detailed programs, flow charts, development of code, verification of accuracy and completeness of programs and testing within the last seven (7) years.	Award five (5) points for each additional year above three (3) years to a maximum of four (4) additional years of experience.	20	15
Total score for Software programming using C or C++		20	
Software programming using MATLAB® under UNIX or UNIX-like operating systems or Windows 2000 or newer			
Demonstrated work experience using MATLAB® in design of detailed programs, flow charts, development of code, verification of accuracy and completeness of programs and testing of code within the last seven (7) years.	Award five (5) points for each additional year above three (3) years to a maximum of four (4) additional years of experience.	20	15
Total score for Software programming using MATLAB® under UNIX or UNIX-like operating systems or Windows 2000 or newer		20	
Total maximum and minimum score for Senior Software Developer/Analyst		100	75

3.2 Junior Software Developer/Analyst

Junior Software Developer/Analyst		Max. Points	Min. Points
Advanced SAR and MTI Applications			
Demonstrated work or school experience in applying the theory of Radar Systems and Signal Processing for SAR, SAR Polarimetry, SAR Interferometry, or SAR Maritime Surveillance systems to real airborne or spaceborne radar data.	Award twenty five (25) points for one (1) year of work or school experience.	25	
Demonstrated work or school experience in applying STAP to real airborne or spaceborne radar data.	Award twenty five (25) points for one (1) year of work or school experience.	25	
Total maximum and minimum score for Advanced SAR and MTI Applications		50	25
Experience Using Linux and LaTeX			
Demonstrated work experience using Linux or UNIX-like operating systems.	Award ten (10) points for one year of experience.	10	
Demonstrated work experience using LaTeX for creating long documents such as reports.	Award ten (10) points for one year of experience.	10	
Total maximum and minimum score Experience Using Linux and LaTeX		20	10
Software programming using MATLAB®, Maple® or Mathematica®			
Demonstrated work experience using MATLAB®, Maple® or Mathematica® including design of detailed programs, development of code, verification of accuracy and completeness of programs and testing	Award two (2) points for each month of demonstrated work experience within the last six (6) years to a maximum of 30 points	30	16
Total score for Software programming using MATLAB®, Maple® or Mathematica®		30	
Total maximum and minimum score for Junior Software Developer/Analyst		100	51
Total overall maximum and minimum points		200	126

4. 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.

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

Total Evaluated Price, Including Option Periods

Total Overall Points Obtained

5. Basis of Selection

5.1 Basis of Selection - Lowest Evaluated Price Per Point Within Budget.

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical, management and financial evaluation criteria;
 - (c) obtain the required minimum points for each criterion and 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.

In the event that two or more responsive bids have the same lowest evaluated price per point, the responsive bid which obtained the highest number of points overall for the point rated technical evaluation criteria will be recommended for award of a contract.

PART 5 - CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

Bidders must provide the required certifications hereinafter 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.

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.

1. Federal Contractors Program for Employment Equity - 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, 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 Statement of Work.

7. Firm Profile

7.1. Complete legal name and business address of the bidder:

Telephone no.: _____
Fax no.: _____
E-mail address _____

7.2. Bidder's designated single point of contact for all Contract issues:

Name: _____
Title: _____
Location: _____
Telephone no.: _____
Fax no.: _____
E-mail address _____

Bidder's designated single point of contact for all RFP issues:

Name: _____
Title: _____
Location: _____
Telephone no.: _____
Fax no.: _____
E-mail address _____

7.3. Bidder's Procurement Business Number (PBN): _____

7.4. Facility Security Clearance Level: _____

CISD Expiring Date: _____

CISD Security Clearance File Number: _____

Company Security Officer (CSO) _____

Print name of authorized representative

Signature

PART 6 - SECURITY 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. Canada will not delay the award of any contract to allow bidders to obtain the required clearance.
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. Controlled Goods Requirement

SACC Manual clause A9130T (2011-05-16), Controlled Goods Program

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 one Senior Software Developer/Analyst and one Junior Software Developer/Analyst 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".

1.2 Task Authorization

1.2.1 Task Authorization Process

1. Any task required to be performed under the Contract must be authorized by the Technical Authority, using form DND 626, Requisition on a Contract at Annex C.
2. The Technical Authority will provide the Contractor with a description of the work for the task to be performed, including as a minimum :
 - (a) the details of the work to be performed;
 - (b) a description of the deliverables to be submitted;
 - (c) a schedule indicating completion dates for the major activities and submission dates for the deliverables.
3. The Contractor must provide the Technical Authority, within five (5) calendar days of receipt of the request, with the following:
 - (a) the number of hours for each proposed individual or category, as applicable;
 - (b) a cost breakdown established in accordance with the Basis of Payment. If the Contractor is proposing to subcontract part of the work, a cost breakdown for each proposed subcontractor is to be submitted;
 - (c) a proposed type of basis of payment for the task (i.e. firm price or limitation of expenditure). A limitation of expenditure price may be proposed instead of a firm price only in cases where the description of work for the task to be performed is not in sufficient detail to accurately establish a firm price; and
 - (d) a proposed method of payment.
4. The Technical Authority will review the information provided by the Contractor and, if it is approved, will authorize the Contractor to proceed with the work by issuing a signed form DND 626). Individual tasks exceeding the Technical Authority's approval authority must be authorized by the Contracting Authority in accordance with the clause entitled Individual Task Authorizations - Financial Limitation and Approval Authority. The Contractor must not carry out any work on any task until it has received a signed form DND 626 from the Technical Authority.

1.2.2 Individual Task Authorizations - Financial Limitation and Approval Authority

The Technical Authority may approve a Task Authorization (TA) up to a limit of \$100,000.00 (GST/HST included), inclusive of any amendments. Any TA to be issued in excess of that amount or any TA amendment which will increase the TA value above that amount must be approved by the Contracting Authority before issuance.

1.2.3 Periodic Usage Reports - Contracts with Task Authorizations

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 Procurement 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 Procurement Authority no later than 15 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 Task.

TASK AUTHORIZATION REPORT						
Contract Number :						
Reporting Period: _____ to _____						
TA Number	TA Amendment Number	Date of TA / TA Amendment	Value of TA / TA Amendment (GST/ HST excluded)	GST/HST	Value of TA / TA Amendment (GST/HST included)	Cumulative Amount

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

2035 (2011-05-16), General Conditions - Higher Complexity - Services, 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:

4002 (2010-08-16), Software Development or Modification Services

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information

3. Security Requirement

- The Contractor must, at all times during the performance of the Contract, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

3. The Contractor **MUST NOT** remove any **PROTECTED** information or assets 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 B;
 - (b) Industrial Security Manual (Latest Edition).

4. Period of Contract

The period of the Contract is from June 1, 2012 to March 31, 2015.

4.1 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 any time 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

Mr. Jean M Bellec
 Science Procurement Directorate
 Services and Specialized Acquisitions Management Sector
 Acquisitions Branch
 Public Works and Government Services Canada
 Place du Portage, Phase III, 11C1
 11 Laurier Street
 Gatineau, Quebec K1A 0S5

Telephone: 819-956-1669
 Facsimile: 819-997-2229
 E-mail: jean.bellec@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.

5.2 Technical Authority - to be identified in the resulting contract

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 Procurement Authority - to be identified in the resulting contract

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.

5.4 Contractor's Representative - to be identified in the resulting contract

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 detailed below.

1 LABOUR: at the following firm all inclusive hourly rates

Labour Category	Firm all inclusive hourly labour rates		
	Proposed Contract Period	Option Periods	
		Option 1	Option 2
	June 1, 2012 to March 31, 2015	April 1, 2015 to March 31, 2016	April 1, 2016 to March 31, 2017
Senior Software Developer/Analyst*	\$ _____	\$ _____	\$ _____
Junior Software Developer/Analyst*	\$ _____	\$ _____	\$ _____

* Estimated level of effort: 800 to 1,725 hours per year.

Total Estimated Cost to a Limitation of Expenditure: \$ _____

(a) Firm Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the approved TA, the Contractor will be paid the firm price stipulated in the 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 approved, in writing, by the Technical 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, as determined in accordance with the Basis of Payment, 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 Technical 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, as determined in accordance with the Basis of Payment, to the limitation of expenditure specified in the approved TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada's liability to the Contractor must not exceed the limitation of expenditure specified in the approved TA. No increase in the 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 Technical Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's liability being exceeded before obtaining the written approval of the Technical Authority. The Contractor must notify the Technical Authority in writing as to the adequacy of this sum:

- (i) when it is 75 percent committed, or
- (ii) four (4) months before the final delivery date specified in the TA, or
- (iii) as soon as the Contractor considers that the funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.1.1 Minimum Work Guarantee

1. In this clause,

"Maximum Contract Value" means the amount specified in clause 6.2.1, Limitation of Expenditure - Total Task Authorizations; and

"Minimum Contract Value" means a fixed amount of 10%.

2. The Contractor must perform the Work described in the Contract as and when requested by Canada during the period of the Contract. 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 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 - Total Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all Task Authorizations must not exceed \$ _____ (**amount to be inserted at contract award**) . Customs duties are included if applicable; and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the Contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

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

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

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

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 Task Authorization and 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 performed has been accepted by Canada.

6.4 Discretionary Audit

SACC Manual Clause C0705C (2010-01-11)

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. The invoice must show the Task Authorization (TA) number and, as applicable, the description of the milestone invoiced. Invoices cannot be submitted until all work identified on the invoice is completed.

For TAs subject to a Limitation of Expenditure 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 document(s) 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.
2. Invoices must be distributed as follows:

(a) the original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

(b) one (1) copy must be forwarded to the Contracting Authority.

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.

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) the supplemental general conditions
4002 (2010-08-16), Software Development or Modification Services; and,
4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information
- (c) the general conditions 2035 (2011-05-16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Security Requirements Check List;
- (f) Annex C, Form DND 626, Requisition on a Contract
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated _____

11. Defence Contract

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

12. Controlled Goods Program

12.1 SACC Manual clause A9131C (2008-12-12), Controlled Goods Program

12.2 SACC Manual clause B4060C (2008-05-12), Controlled Goods

13. Insurance

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

14. N0000C (2010-01-11) Limitation of Liability - Information Management/Information Technology

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.

2. First Party Liability:

(a) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

(i) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";

(ii) physical injury, including death.

(b) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.

(c) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

(d) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.

(e) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:

(i) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and

(ii) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.5 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled purchase order or other document used to order goods or services under this instrument), or \$ 2,000,000.00.

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$ 2,000,000.00, whichever is more.

(f) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

3. Third Party Claims:

(a) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

(b) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

(c) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

15. Support Services Period for Bespoke and Modified Software

The Contractor must provide, free of charge, support services and software maintenance during the Contract period including the option periods and thereafter for a period of one (1) year from the date of acceptance of all deliverable items.

16. Software Quality Assurance:

The Contractor will draw up formal test and devise a range of severity levels. Documentation standard for the software testing must be done in accordance with the Institute of Electrical and Electronics Engineer (IEEE) standards 829 (IEEE829-2008) for Software Test Documentation. A copy of the Acceptance Test Plan must be provided to the Technical Authority.

The Contractor must develop the formal User Acceptance Test for the user acceptance testing in consultation with the Technical Authority.

17. Software Maintenance and Support for Bespoke and Modified Software:

1. Any modification of the bespoke or modified software required after the delivery and acceptance of the software to correct faults or to improve performance or other attributes, or to adapt the product to a modified environment must be done in accordance with IEEE 14764-2006 standards.

2. Interpretation

2.1 In the Contract, unless the context requires otherwise,

- a. "General Conditions" means the general conditions that form part of the Contract;
- b. "Software Error" means any software instruction or statement contained in or absent from the bespoke or modified software, which, by its presence or absence, prevents the bespoke or modified software from operating in accordance with the Specifications;
- c. "Software Support Period" means the period specified in the Contract during which the Contractor must support the bespoke or modified software, in accordance with the conditions of the Contract.
- d. Words and expressions defined in the General Conditions and used in this clause have the meanings given to them in the General Conditions.
- e. "Software Documentation" means all of the manuals, handbooks, user guides and other human-readable material which have been provided by the Contractor to Canada for use with the bespoke or modified software, whether provided in printed form or on magnetic tape, disk or on other Media;
- f. "Custom Software" as the same meaning as bespoke software and modified software.
- g. "Custom Software, Bespoke Software and Modified Software" means all of the computer programs, in object-code form, that must be supported by the Contractor under the Contract;
- h. "Custom Software" means the software and the software documentation collectively;
- i. "Media" means the material or medium on which the bespoke software are stored for delivery to Canada, including electronic media such as magnetic disks or electronic downloads.

3. Software Error Correction Services

- a. Unless provided otherwise in the Contract, the Contractor must respond to a report of a Software Error in accordance with the severity of the Software Error, as detailed in 3b. The severity will be reasonably determined by Canada, and communicated to the Contractor, based on the following definitions:

Severity 1: indicates total inability to use the custom software, resulting in a critical impact on user objectives;

Severity 2: indicates ability to use the custom software but user operation is severely restricted;

Severity 3: indicates ability to use the custom software with limited functions which are not critical to overall user operations;

Severity 4: indicates that the problem has been by-passed or temporarily corrected and is not affecting user operations.

- b. Unless provided otherwise in the Contract, the Contractor must use reasonable efforts to correct Software Errors as follows:

Severity 1: within twenty-four (24) hours of notification by Canada;

Severity 2: within seventy-two (72) hours of notification by Canada;

Severity 3: within fourteen (14) days of notification by Canada;

Severity 4: within ninety (90) days of notification by Canada.

4. If Canada reports a Software Error to the Contractor, Canada must give the Contractor reasonable access to the computer system on which the custom software resides, and must provide such information as the Contractor may reasonably request, including sample output and other diagnostic information, in order to permit the Contractor to expeditiously correct the Software Error.

5. Support Services

If the Contract provides for support services, the Contractor must provide to Canada access to the Contractor's personnel, to help Canada in answering questions with respect to the custom software, during the hours specified in the Contract. If the hours are not specified in the Contract, this access to the Contractor's personnel must be between the hours of 8:00 a.m. to 5:00 p.m., local time, at the site where the custom software is installed, Monday through Friday, exclusive of statutory holidays observed by Canada at such site. Canada's access to the Contractor's personnel must include telephone, fax, e-mail and Internet access and, if expressly provided in the Contract, on-site and Swift Action Tactical (SWAT) services. If applicable and if specified in the Contract, Canada will, by notice in writing to the Contractor, appoint a user representative or representatives who will be the only individual(s) entitled to access the support services on behalf of Canada. Canada may change any such appointment by subsequent notice to the Contractor.

18. Bespoke Software

1. Interpretation

1.1 In the Contract, unless the context otherwise requires,

"Client" means the department or agency for which the Work is performed, or, in the event of a transfer under section 08 below, the department, agency or Crown corporation to whom the Software Toolkit is transferred.

"Device" means equipment having a physical central processor unit (CPU), mass storage and input output devices such as keyboard and monitor and includes servers, desktops, workstations, notebooks, laptops, personal digital assistants and mobile computing equipment.

"General Conditions" means the general conditions that form part of the Contract;

"Software Toolkit" as the same meaning as bespoke software

"Bespoke Programs or Bespoke Software or Software Toolkit" means all of the computer programs, in object-code form, which must be provided by the Contractor to Canada under the Contract, and include all patches, fixes and other code that may be delivered to Canada under the Contract, including any code provided as part of the warranty, maintenance, or support;

"Bespoke Software" means the Bespoke Programs and the Software Documentation collectively;

"Media" means the material or medium on which the Bespoke Programs are stored for delivery to Canada, including electronic media such as magnetic disks or electronic downloads.

"Software Documentation" means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Canada under the Contract for use with the Bespoke Programs, whether that material is to be provided in printed form or on Media;

"User" means an individual authorized by the Client to use the Bespoke Software under the Contract and for the purposes of these clauses, includes any employee, agent or Contractor authorized to use the Bespoke Software.

2. Words and expressions defined in the General Conditions and used in these clauses have the meanings given to them in the General Conditions unless provided otherwise. If the General Conditions contain sections entitled "Ownership" and "Warranty", those sections do not apply to the Bespoke Software and the Media. Instead, the ownership and warranty provisions in these clauses apply to the Bespoke Software and the Media.

3. If there is any inconsistency between the General Conditions and these clauses, the applicable provisions of these clause will prevail.

Software Documentation

1. The Contractor guarantees that the Software Documentation contains enough detail to permit a User to access, install, copy, deploy, test and use all features of the Bespoke Programs. If the source code for the Bespoke Programs must be provided to Canada under the Contract, the Contractor guarantees that the code provided will contain enough detail to permit a programmer, experienced in the use of the programming language or languages in which the source code is written, to modify the Bespoke Programs.

Media

1. The Contractor must deliver the Bespoke Programs to Canada on the medium of Canada's choice.

2. The Contractor guarantees that the Media will be compatible with the computer systems, as detailed in the Contract, on which the Bespoke Programs will be installed. The Contractor also guarantees that the Media, as supplied by the Contractor, will be free from computer viruses.

User Acceptance Testing

1. Work Subject to Acceptance: All Bespoke Programs delivered and all services provided under the Contract are subject to inspection by Canada. If any of the Bespoke Programs does not meet all the requirements of the Contract, Canada may reject it or require that it be corrected, at the sole expense of the Contractor, before recommending payment.

2. Effect of Acceptance: Acceptance by Canada does not relieve the Contractor of any responsibility for defects or other failures to meet the requirements of the Contract or the Contractor's responsibilities with respect to warranty, maintenance or support under the Contract.

3. Period of Acceptance: Unless provided otherwise in the Contract, the acceptance procedures are as follows:

(a) when the Work is complete, the Contractor must notify the Technical or Project Authority in writing, with a copy to the Contracting Authority, by referring to this provision of the Contract and requesting acceptance of the Work;

(b) Canada will have ninety (90) days from receipt of the notice to perform the User Acceptance Testing.

4. If Canada provides notice of a deficiency during the User Acceptance Testing period, the Contractor must address the deficiency as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work before acceptance and the User Acceptance Testing period will begin again.

5. The Parties agree that only the conditions that expressly form part of the Contract by being written out in full in the Articles of Agreement or an annex to the Contract listed in the Priority of Documents section in the Articles of Agreement form part of the Contract. Any conditions accompanying or enclosed with the Bespoke Software, if any, do not form part of the Contract and, therefore, do not affect the rights of the Parties in any way.

Warranty

1. In this section, unless provided otherwise in the Contract, "Software Warranty Period" means a period of three hundred and sixty five (365) days from the date on which the Bespoke Software is accepted in accordance with the conditions of the Contract, except for warranty work and any other work that is scheduled under the Contract to be performed after the start of the Software Warranty Period.

2. The Contractor warrants that, during the Software Warranty Period, the Bespoke Programs will operate on the computer system or systems on which the Bespoke Programs are installed in accordance with the Software Documentation that is associated with the Bespoke Programs, as well as the Specifications set out in the Contract, if any. If the Bespoke Programs fail to meet this warranty at any time during the Software Warranty Period, the Contractor, if requested by Canada, must, as soon as possible, correct, at the Contractor's expense, any programming errors and defects and make any additions, modifications or adjustments to the Bespoke Software that are necessary to keep the Bespoke Programs in operating order, in accordance with the Software Documentation that is associated with the Bespoke Programs and the Specifications.

3. Although the Contractor must use all reasonable efforts to provide permanent corrections for all software errors, Canada acknowledges that certain errors may not be permanently corrected by the Contractor under the warranty. The Contractor must provide a software patch or by-pass around the error in all cases where the error will not be permanently corrected. As a minimum, any such software patch or by-pass must cause the Bespoke Programs to meet the functional and performance criteria set out in the Software Documentation associated with the Bespoke Programs and the Specifications.

4. The Contractor warrants that, throughout the Software Warranty Period, the Software Documentation will be free from all defects in materials and will conform with the requirements of the Contract. If Canada discovers a defect or non-conformance in any part of the Software Documentation during the Software Warranty Period, the Contractor must, if requested by Canada, as soon as possible, correct, at the Contractor's expense, the part of the Software Documentation found to be defective or not in conformance with the requirements of the Contract.

5. The Contractor warrants that, throughout the Software Warranty Period, the Media will be free from all defects in materials or workmanship, and will conform with the requirements of the Contract. Canada may return non-conforming or defective Media to the Contractor within the Software Warranty Period, with notice of the non-conformance or the defect, and the Contractor must promptly replace that Media with corrected Media at no additional cost to Canada.

6. If the Contractor must perform support services with respect to the Bespoke Software during the Software Warranty Period, it is agreed that the provisions concerning support will not be interpreted so as to derogate from the warranty provisions set out in this section.

7. The warranties set out in this section will survive inspection and acceptance of the Work by or on behalf of Canada, and do not restrict any other provision of the Contract or any condition, warranty or provision imposed by law.

19. Site Regulations

The Contractor must comply with all standing orders or other rules, instructions and directives in force on the site where the Work is performed

20. Personnel Identification

It is required that all employees engaged in work or business for the Contract be readily identifiable. All company personnel's and subcontractor personnel's must wear, in a conspicuous place:

- 1- an identification badge clearly stating their name and their business name and
- 2- the identification badge issued to that person by Canada

Where the company personnel's and subcontractor personnel's have access to the departmental network, any e-mail sent by them must have a signature clearly identifying them as such.

When a person is required to wear a safety helmet, the Contractor must, if requested to do so by the Contracting Authority, the Technical Authority or the Security Authority, paint the number appearing on the badge on the front of the safety helmet.

21. Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

ANNEX A STATEMENT OF REQUIREMENT

R&D SUPPORT FOR SAR, MTI DETECTION AND TRACKING

The Department of National Defence (DND), Defence R&D Canada (DRDC) requires technical and scientific services to support selected Synthetic Aperture Radar (SAR) and Moving Target Indication (MTI) signal processing and development activities. The activities include, but are not limited to: signal processing algorithm and software development and modification, SAR data processing and analysis, GMTI data processing (specifically, detection, tracking and meta-level tracking) and analysis. Areas of exploitation interest include detection and imaging of moving targets, multi-target tracking and meta-level tracking and the use of multi-channel data. The goal is the development of techniques and capabilities in airborne surveillance.

1. BACKGROUND

The DND X-band Wideband Experimental Airborne Radar Data Acquisition System (XWEAR DAS) is an air to surface sensor that can record large volumes of data for investigations into wideband Synthetic Aperture Radar (SAR) and Inverse Synthetic Aperture Radar (ISAR), ground moving target indication (GMTI), and maritime surveillance. This radar is being used to collect data for research in SAR imaging of fixed and moving targets including Time-Frequency analysis, Space-Time Adaptive Processing (STAP) and MTI tracking as well as investigation into electromagnetic backscatter properties, target signatures and feature extraction, and studies on automatic target recognition.

The XWEAR DAS is flown on a Convair-580, which is owned and operated by the National Research Council Canada (NRC) in Ottawa. The System Ground Processing Facility (DAS GPF) at DRDC Ottawa is used for processing of signal data to imagery. The XWEAR DAS and DAS GPF are sophisticated research tools, which are evolving with improvements in system capabilities. These modifications are extending the utility of the system and providing a test-bed for development and evaluation of new algorithms, which are expected to result in capabilities that can be transferred to both space borne and other airborne systems.

2. OBJECTIVES

The main objective of this requirement is to obtain technical and scientific services from the Contractor to support development of capabilities to exploit the data collected by airborne and spaceborne SAR systems. Tasks will be carried out in the analysis of real data sets and comparison with ground truth when available, and in acquisition, processing and analysis of moving targets from airborne and spaceborne systems. The data analysis algorithms include: backprojection SAR algorithms for imaging, space-time adaptive processing (STAP) for detection, extended and unscented Kalman filters (EKF and UKF) and other non linear filters for tracking, and meta-level tracking algorithms based on Earley-Stolcke parsers for stochastic context-free grammars (SCFGs).

3. PERSONNEL REQUIREMENTS

This project will require one (1) Senior Software Developer/Analyst and one (1) Junior Software Developer/Analyst whose services may be requested up to 1,725 hours per year, meeting the following mandatory criteria.

Senior Software Developer/Analyst

The Senior Software Analyst must have the following:

- a Ph.D. Degree in Electrical Engineering, Computer Engineering, Engineering Physics, Mathematics, Physics, or Computer Science from a Canadian University, or equivalent, as established by a recognized Canadian academic credentials assessment service.

- a minimum of three (3) years, in the last five (5) years, of work experience developing software applications in support of analysis and development of SAR, SAR Polarimetry, SAR Interferometry, SAR GMTI, or SAR Maritime Surveillance systems using:

- a) C or C++, or
- b) MATLAB®

under UNIX or Windows 2000 or newer;

- a minimum of three (3) years, within the last seven (7) years, of demonstrated work experience in applying the theory of Radar Systems and Signal Processing for SAR, SAR Polarimetry, SAR Interferometry, SAR GMTI or SAR Maritime Surveillance systems;

- a minimum of three (3) years, within the last seven (7) years, of demonstrated **work or school** experience in the development of state-of-the art algorithms;

- a minimum of three (3) years, within the last seven (7) years, of demonstrated work experience using C or C++ including design of detailed programs, flow charts, development of code, verification of accuracy and completeness of programs and testing; and,

- a minimum of three (3) years, within the last seven (7) years, of demonstrated work experience using MATLAB® under Unix or Unix-like or Windows 2000 or newer operating systems, in design of detailed programs, flow charts, development of code, verification of accuracy and completeness of programs and testing of code.

Junior Software Developer/Analyst

The Junior Software Analyst must have as a minimum a Master's Degree in Electrical Engineering, Computer Engineering, Engineering Physics, Mathematics, Physics or Computer Science from a Canadian University, or equivalent, as established by a recognized Canadian academic credentials assessment service.

4. TECHNICAL AND SCIENTIFIC REQUIREMENTS

The Contractor must provide, one (1) Senior Software Developer/Analyst and one (1) Junior Software Developer/Analyst on an "as and when requested" basis, to provide radar signal processing and development activities. Work to be performed include but is not limited to:

- 1) *Technical Investigations, Engineering or Scientific Studies, and Algorithm Development:* Studies and development directed towards the exploitation of existing facilities and algorithms and the extension of capabilities via the development of new algorithms. The studies can be theoretical, simulations, use actual sensor data, or literature review and comparison. They can be in areas including performance prediction, data compensation and calibration, and post-trial data processing and analysis. Algorithms must be developed and tested using simulated or actual radar data.
- 2) *Software Development:* Design, develop, and document original or modified computer code in MATLAB®, Mathematica®, or C, C++ to support SAR and MTI system analysis, and exploitation. These tasks could include signal processing, data manipulation, and data display, and can be either

new software or additions or upgrades to existing software. The development environment will be Linux, and can encompass single or multi-processor hardware.

- 3) *Field Trials*: Participate in the collection of radar data. This could include trial planning, determining targets of opportunity, deploying and adjusting targets (such as vessels, vehicles, and corner reflectors), documentation of ground truth, assisting with in-aircraft data collection, and post-flight backup of acquired data.
- 4) *Data Preparation*: Prepare data and software for dissemination to third parties. Two extra copies of all Compact Discs (CDs) and *Digital Versatile Disc* or Digital Video Disc (DVDs) prepared for distribution must be prepared, and kept at DRDC Ottawa for future reference.

User documentation must consist of printed user documents and, for larger code, on-line "help" files. It must present the steps for executing the software, the required input, the expected output, and the measures to be taken if error messages appear. Typically, test of software applications must be performed jointly with the Technical Authority, thus ensuring that they satisfy the requirements of the Technical Authority.

5. LOCATION OF WORK

Approximately 50% of the work will be performed on site at Defence R&D Canada-Ottawa (DRDC O) located at 3701 Carling Ave., Ottawa, ON. Access will be provided for all necessary hardware, software, equipment and data to enable the Senior and Junior Software Developer/Analyst to accomplish all tasks.

Facilities will be provided as necessary by the Technical Authority. Technical and clerical support, supplies and equipment necessary to accomplish tasks are to be provided by the Contractor.

The inspection authority or other authorized departmental government representative must have access at all times to the work being performed.

The site hours are from 0800-1800 and working days are Monday to Friday, less Ontario statutory holidays and the following Federal Government holidays: Good Friday, Easter Monday, Remembrance Day and Boxing Day. Access during silent hours must be pre-arranged and approved by the Technical Authority.

No Contractor personnel will be allowed access to the DND site on a statutory holiday.

Canada will not be responsible for any costs associated with travel of the Contractor's personnel to and from its place of business and DRDC O facility where the work will be performed.

6. REPORTS

6.1 Draft Reports

Draft copies of each of the deliverable reports must be prepared and submitted to the Technical Authority three weeks prior to their due date as noted under Milestones or tasks listed in the subsequent TAF task description. The drafts will be reviewed by the Technical Authority who will make recommendations for modifications, additions and deletions to the reports. Such proposed changes will be reviewed with the Contractor, and appropriate revisions made prior to the issuance of the final reports.

6.2 Final Reports

Three "hard copies" of each of the final reports and a soft copy must be submitted to the Technical Authority. All soft copies of reports are to be delivered in LaTeX format as per DRDC approved template.

6.3 Progress Reports

The Contractor must submit monthly progress reports. These must be provided to the Technical Authority within one week of the last working day of each month. The progress report must contain two parts:

PART 1:

The Contractor must answer the following three questions:

- (i) Is the project on schedule?
- (ii) Is the project within budget?
- (iii) Is the project free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

PART 2:

- a) A narrative report, brief, yet sufficiently detailed (e.g., comparison of performance of the algorithms, processing details such as parameters used in algorithms) to enable the Technical Authority to reproduce the work and evaluate the progress of the Work.
- b) Complete source code (e.g., MATLAB, Mathematica, or C/C++) and documentation.
- c) Final Report for each task: All reports and design documentation on CD. Three copies of the final report, in hard copy and on CDs must be submitted. This final report must include a CD with the source code and test results obtained during the term of each task.
- d) Draft agendas must be provided to the Technical Authority at least one week prior to a meeting. Minutes are to be provided to the Technical Authority no later than the close of business (COB) of the first working day following a meeting

7. POST AWARD, PROGRESS AND REVIEW MEETING

A. General

Progress and Review Meetings must be held as described below. The meetings must be held by telephone or at DRDC Ottawa. The required progress and review meetings are:

- 1) Post Award Meeting to be held at DRDC Ottawa;
- 2) Monthly Review Meetings (first week of each month) to be held by telephone;
- 3) Annual Meetings to be held by telephone or at DRDC Ottawa; and
- 4) Final Review Meeting to be held at DRDC Ottawa.

B. Post Award Meeting

Approximately ten (10) business days after Contract Award or as stipulated by the Technical Authority, the detailed scope of the project will be discussed between the Contractor and the Technical Authority. This

discussion will review the scope of work and discuss details of the schedule and work plan. The meeting will take place at a time and place as specified by the Technical Authority. The Contractor will generate an agenda prior to the meeting and will be responsible for taking the minutes that may be typed in the Contractor's format and submitted within 5 working days after the meeting.

C. Monthly and Annual Review Meetings

Monthly review meetings will be held during the first week of each month for the duration of each Task Authorization. An annual review meeting will be held to coincide with the completion of a Task Authorization.

D. Final Review Meeting

A final review meeting must be held during the last month of the Contract.

8. LANGUAGE REQUIREMENTS

All work requires complete fluency in spoken English and a complete proficiency in written English. All documentation must be in English.

9. DELIVERABLES

Specific deliverables will be defined within each Task Authorization.

In addition to the deliverables specified within each Task Authorization, the Contractor must provide briefing notes, status reports, project reports, presentation decks, meeting agendas and minutes from meetings, and documented working papers as requested.

All technical documents, User Documentation, Application Programming Interface and any other software documentation requested, must be delivered in soft-copy form in LaTeX. The monthly progress reports must be delivered in soft-copy form in Word. All source code is to be delivered in soft-copy form in a platform-independent (i.e., Linux and Windows) format.

In addition to the disclosure obligation under Section 02 of the supplemental general conditions 4007, any Foreground Information must be fully disclosed and documented by the Contractor in the technical reports delivered by the Contractor to the Technical Authority under this Contract.

10. GOVERNMENT FURNISHED PUBLICATIONS

The following will be provided at Contract award:

DRDC Publication Standard;
DRDC report template format.

11. SAMPLE TASKS

The services referenced under section "4. Technical and Scientific Requirements" of this SOR may include tasks such as the following:

- a) Pre-processing of multi-channel data sets including:
 - 1) Preparation of data cube for STAP processing and multichannel SAR processing.
 - 2) Any calibration that may be required.

b) Comparison of STAP techniques in the detection and parameter estimation of controlled and opportunistic ground moving targets including:

- 1) Comparison of detection performance of pre-Doppler and post-Doppler STAP on data sets as a function of STAP processing parameters, such as the number of sub-CPIs, or sample size in covariance estimate.
- 2) Parameter estimation (especially angle) performance of the STAP algorithms and comparison with Cramer-Rao bounds.
- 3) Tracking performance of the EKF and UKF and regularized particle filter based on the STAP output and comparison with the posterior Cramer-Rao bounds.

c) Overlay of detection and tracker outputs on imagery including:

- 1) Geocoded SAR imagery generated via the backprojection algorithm.
- 2) GeoTIFFs from other sources.
- 3) Generate movies from a sequence of such outputs.

Solicitation No. - N° de l'invitation

W7714-115147/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

011sv

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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ANNEX B

SECURITY REQUIREMENTS CHECK LIST

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

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File No. - N° du dossier

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CCC No./N° CCC - FMS No./N° VME

ANNEX C
FORM DND 626, REQUISITION ON A CONTRACT

DEPARTMENT OF NATIONAL DEFENCE REQUISITION ON A CONTRACT				MINISTÈRE DE LA DÉFENSE NATIONAL DEMANDE RELATIVE A UN CONTRAT			
ALL INVOICES, SHIPPING BILLS, AND PACKING SLIPS MUST SHOW THE FOLLOWING AGREEMENT, REFERENCE NUMBERS: TOUTES LES FACTURES, TOUS LES CONNAISSEMENTS ET BORDEREUX D'EMBALLAGE DOIVENT INDIQUER LES NUMEROS SUIVANTS RELATIFS AU CONTRAT:							*Agreement/Contract No. *No de la convention ou du contrat
Cost Centre	Organisation Code Code d'organisation	CO#/FE#/ FMAS	S.A. Sous Rep	WBS/Internal Order	G/L Account	Amount Montant	
9-15	22-27	28-34	35-36	37-41	42-46	47-56	
							Reqn. No. - No de la demande
TO - A			TO THE CONTRACTOR				
Company Name and Address: ATTN: Company Contract Manager Name			You are requested to supply the following materiel/services in accordance with the terms of the above reference contract. Only materiel/services included in the contract shall be supplied against this requisition. Each delivery shall be accompanied by a packing note or delivery slip. Please advise the undersigned if the delivery date cannot be met. Invoices shall be prepared in accordance with the instructions set out in the contract.				
DELIVER TO - EXPEDIEZ A			A L'ENTREPRENEUR Vous êtes prié de fournir le matériel ou les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls le matériel ou les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Chaque livraison doit être accompagnée d'un bordereau d'emballage ou de livraison. 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.				
DELIVERY DATE - DATE DE LIVRAISON			<div style="display: flex; justify-content: space-between;"> <div>Date</div> <div>for Department of National Defence Pour le Ministère de la Défense Nationale</div> </div>				
Contract Item No. No d'article du contrat	Ref/Stock No. No de réf. ou de stock				Materiel/Services Matériel/Services		UNIT OF ISSUE U. DIST.
	<u>REQUIREMENT</u>						
	<u>Contractor</u>						

DND 626