

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> SURVEY OF UNDERWATER WARFARE SYS.	
<b>Solicitation No. - N° de l'invitation</b> W7707-135604/A	<b>Date</b> 2012-09-17
<b>Client Reference No. - N° de référence du client</b> W7707-13-5604	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-123-4919	
<b>File No. - N° de dossier</b> HAL-2-68057 (123)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-10-04</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lockyer (HAL), Jeff	<b>Buyer Id - Id de l'acheteur</b> hal123
<b>Telephone No. - N° de téléphone</b> (902) 496-5636 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE DRDC ATLANTIC 9 GROVE STREET DARTMOUTH NOVA SCOTIA B2Y 3Z7 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 3C9

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

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Title: Unclassified Market Survey Of Underwater Warfare Applied Research Systems. • 00001 40000043 UNWWARS Survey.	W7707	W7720	30000	SU	\$	XXXXXXXXXXXX		SEE HEREIN	

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Evaluation Criteria and the Security Requirement Checklist.

### 2. Summary

Defence R&D Canada (DRDC) is a special operating agency of the Department of National Defence that responds to the scientific and technological needs of the Canadian Forces. DRDC Atlantic in particular possesses world-class Science & Technology expertise in underwater warfare systems (UWW). This expertise supports Canada's maritime forces and operational commands both in the conduct of their current missions and in the development of requirements and technology for future capabilities.

In order for Defence R&D Canada to deliver its research programs for advanced underwater sensing systems to the Canadian Forces, there is an ongoing requirement for a "toolkit" of associated acoustic, electromagnetic, and environmental probing and sensing systems (which can be deployed from Canadian Forces Auxiliary Vessel QUEST, HMC ships, maritime aircraft, and other platforms) as well as test and calibration systems needed to validate and maintain the performance of these systems. A towed array, broadband towed and moored acoustic projectors, meteorological buoys, and the acoustic calibration systems currently employed on the Acoustic Calibration Barge are examples of these systems.

However, DRDC Atlantic's current capability to support its maritime clients is deteriorating as the systems that support underwater warfare research are becoming obsolete and less serviceable (and available) due to their age. It is no longer cost effective to keep these systems operational. And with the emergence of new approaches in underwater warfare, such as Continuous Active Sonar, the systems currently available at DRDC Atlantic do not have sufficient capabilities to support the development of next generation underwater sensing systems. Therefore, a DRDC project has been initiated that will address these capability deficiencies and recapitalize aging underwater research and development capabilities.

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The purpose of this requirement is to conduct an unclassified market survey to identify candidate UWW research systems.

The requirement is subject to a preference for Canadian goods and/or services.

### 3. Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

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

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

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

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

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

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

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

Delete: sixty (60) days

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Insert: ninety (90) 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.**

## 3. Enquiries - Bid Solicitation

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

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

## 4. Applicable Laws

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

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

## 5. Basis for Canada's Ownership of Intellectual Property

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

The main purpose of the contract, or of the deliverables contracted for, is to augment an existing body of Canada's background information as a prerequisite to the transfer of the augmented background to the private sector, through licensing or assignment of ownership (not necessarily to the original contractor), for the purposes of commercial exploitation.

## 6. Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is **\$30,000.00** (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

## PART 3 - BID PREPARATION INSTRUCTIONS

## 1. Bid Preparation Instructions

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

Section I: Technical & Management Bid - two (2) hard copies

Section II: Financial Bid - one (1) hard copy

Section III: Certifications - one (1) hard copy

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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

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

### Section I:

#### Technical Bid

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

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

### Section II: Financial Bid

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

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

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## **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.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### **1.1 Technical Evaluation**

##### **1.1.1 Point Rated Technical Criteria**

The Point Rated Technical Criteria is included in Annex E - Evaluation Criteria.

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

#### **1.2 Financial Evaluation**

SACC Manual Clause A0222T (2010-01-11), Evaluation of Price

### **2. Basis of Selection - Highest Rated Within Budget**

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) obtain the required minimum of 45 points for the Point Rated Evaluation Criteria in the Management Category (i.e. maximum 60 points, minimum 45 points) specified in the solicitation; and
  - (c) obtain the required minimum of 75 points for the Point Rated Evaluation Criteria in the Technical Category (i.e. maximum 100 points, minimum 75 points) specified in the solicitation.

2. Bids not meeting (a) or (b) or (c) above will be declared nonresponsive and will be given no further consideration. The responsive bid with the highest overall points will be recommended for award of a contract, provided that the price does not exceed the current budget available for the Requirement, i.e. \$30,000.00, applicable taxes extra. The Maximum Total Overall Points are 160. In the case of a tie, the bid with the higher Total Points for the Point Rated Evaluation Criteria in the Technical Category (maximum 100 points, minimum 75 points) specified in the solicitation, of the two (2) tied bids, will be recommended for award of a contract.

## **PART 5 - CERTIFICATIONS**

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

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

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

### **2.1 Federal Contractors Program -(Bidder to complete)**

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

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

The Bidder or the member of the joint venture

- a. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d. ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

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

### **2.2 Former Public Servant Certification**

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

## Definitions

For the purposes of this clause,

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

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

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

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

### **Former Public Servant in Receipt of a Pension (*Bidder to complete*)**

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 (*Bidder to complete*)**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

**YES ( ) NO ( )**

If so, the Bidder must provide the following information:

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

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

Certification

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

**2.3 Canadian Content Certification**

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

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that: ***(Bidder to complete)***

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

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**2.4 Status and Availability of Resources**

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

**2.5 Education and Experience**

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

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Statement of Work**

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

### **2. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **2.1 General Conditions**

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

The text under Subsection 27 of Section 4 - Code of Conduct and Certifications of 2040 referenced above is replaced by:

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

### **3. Term of Contract**

#### **3.1 Period of the Contract**

The period of the Contract is from date of Contract award to no later than 31 March 2013, inclusive .

### **4. Authorities**

#### **4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Jeff Lockyer  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
1713 Bedford Row  
Halifax, Nova Scotia  
B3J 3C9

Telephone: 902-496-5636

Facsimile: 902-496-5016

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E-mail: jeffrey.lockyer@pwgsc-tpsgc.gc.ca

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

**4.2 Project Authority**

The Project Authority for the Contract is: *(to be provided upon Contract award)*

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

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

**4.3 Contractor's Representative *(Bidder to complete)***

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

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

**5. Payment**

**5.1 Basis of Payment**

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, Annex "B".

**5.2 Limitation of Expenditure**

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

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless

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these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

### 5.3 Progress Payments

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

- (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment: <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf> and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) the amount claimed is in accordance with the basis of payment;
- (c) the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
- (d) all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.

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

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

### 5.4 SACC Clauses

C0711C (2008-05-12) Time Verification

A9117C (2007-11-30) Direct Reporting by Customer Department

C2000C (2007-11-30) Taxes - Foreign-based Contractor

## 6. Invoicing Instructions - Progress Claim

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

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- (c) a list of all expenses;
- (d) expenditures plus pro-rated profit or fee;

Each claim must be supported by:

- (a) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- (b) a copy of the monthly progress report.

2. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.

3. The Contractor must prepare and certify one (1) original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

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

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

## 7. Certifications

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

## 7.2 SACC Manual Clauses

1. SACC Manual Clause A3060C (2008-05-12) Canadian Content Certification

## 8. Applicable Laws

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

## 9. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2040 (2012-07-16) Research & Development;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Intellectual Property Disclosure Certification;
- (f) Annex D, Conflict of Interest in Future Bid Solicitations;
- (g) the Contractor's bid dated \_\_\_\_\_.

## **10. Defence Contract**

SACC Manual Clause A9006C (2012-07-16) Defence Contract

## **11. Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the

Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **12. Disclosure Certification**

On completion of the Work, the Contractor must submit to the Contracting Authority a copy of the Disclosure Certification attached as Annex "C" stating that all applicable disclosures were submitted or that there were no disclosures to submit.

## **13. Insurance**

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

## ANNEX A

### STATEMENT OF WORK

#### Title

*Unclassified Market Survey of Underwater Warfare Applied Research Systems*

#### Requirement

In order for Defence R&D Canada to deliver its research programs for advanced underwater sensing systems to the Canadian Forces, there is an ongoing requirement for a "toolkit" of associated acoustic, electromagnetic, and environmental probing and sensing systems as well as test and calibration systems needed to validate and maintain the performance of these systems.

A DRDC project has been initiated to recapitalize aging underwater research and development capabilities as well as provide new capabilities. The purpose of this requirement is to conduct an unclassified market survey to identify candidate UWW research systems.

See details in Statement of Work attached as Appendix A.

#### Security

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

#### Non-Disclosure

All work carried out by the contractor with respect to this proposed contract will remain the property of the Crown. All reports shall be the property of the Crown and the contractor shall not divulge, disseminate, or reproduce such reports and/or documentation to any other person without prior written permission of the Crown.

The Crown reserves the right for full disclosure of the results of all work performed under this tasking to any potential bidder on any acquisition work that may arise from this work. Therefore, the contractor shall avoid collecting or reporting information deemed *commercial in confidence*.

The contractor shall be required to complete standard non-disclosure and confidentiality agreements, as presented in Annex "C". In particular, this work is subject to a *Conflict of Interest in Future Bid Solicitations* exclusionary agreement.

#### Time Schedule

Contract Start: immediately following contract award

Contract End: 31 March 2013

A more detailed list of milestones is included in the Statement of Work that is attached as Appendix A.

### **Deliverables**

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

<b>Item</b>
Market Survey Report
Draft RFI Documents
Progress Reports

### **Reports**

As directed by the Project Authority, DRDC Atlantic requires (1) unbound hard copy and (1) electronic copy of final documentation deliverables detailed in the Appendix A Statement of Work.

### **Report Standard and Format**

Reports will be to a standard acceptable to the Project Authority. Should a report not be in accordance with the requirement of the work, the Project Authority shall have the right to reject it or require its correction.

### **Travel and Living**

None anticipated

### **Contractor Personnel**

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

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

There is no GFE associated with this contract

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

Not Applicable.

### **Controlled Goods**

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Not Applicable

## **Control Procedures**

The work shall be deemed 100% complete upon receipt and approval of all deliverables.

## **APPENDIX A**

### **Appendix A:**

#### ***Unclassified Market Survey of Underwater Warfare Applied Research Systems***

##### **1.0 Introduction**

Defence R&D Canada (DRDC) is a special operating agency of the Department of National Defence that responds to the scientific and technological needs of the Canadian Forces. DRDC Atlantic in particular possesses world-class Science & Technology expertise in underwater warfare systems. This expertise supports Canada's maritime forces and operational commands both in the conduct of their current missions and in the development of requirements and technology for future capabilities.

In order for Defence R&D Canada to deliver its research programs for advanced underwater sensing systems to the Canadian Forces, there is an ongoing requirement for a "toolkit" of associated acoustic, electromagnetic, and environmental probing and sensing systems (which can be deployed from Canadian Forces Auxiliary Vessel QUEST, HMC ships, maritime aircraft, and other platforms) as well as test and calibration systems needed to validate and maintain the performance of these systems. A towed array, broadband towed and moored acoustic projectors, meteorological buoys, and the acoustic calibration systems currently employed on the Acoustic Calibration Barge are examples of these systems.

However, DRDC Atlantic's current capability to support its maritime clients is deteriorating as the systems that support underwater warfare research are becoming obsolete and less serviceable (and available) due to their age. It is no longer cost effective to keep these systems operational. And with the emergence of new approaches in underwater warfare, such as Continuous Active Sonar, the systems currently available at DRDC Atlantic do not have sufficient capabilities to support the development of next generation underwater sensing systems. Therefore, a DRDC project has been initiated that will address these capability deficiencies and recapitalize aging underwater research and development capabilities.

The purpose of this requirement is to conduct an unclassified market survey to identify candidate UWW research systems.

##### **2.0 Requirements**

In order to produce the necessary information for the project's approval documentation, there is a requirement for an unclassified market survey to identify candidate UWW research systems. There is also a requirement to produce draft RFI documents so that more accurate pricing information can be obtained from industry.

This survey must include the following systems:

- a. Synthetic Aperture Sonar (SAS);
- b. Modular Rugged Moored/Freefloating Subsurface Vertical Line Array;

- c. Broadband High-Power Variable Depth Sonar Source with Tow Cable;
- d. Towed/Free-floating/Moored Echo Repeater; and,
- e. Portable Broadband Low Frequency Variable Depth Sonar Source.

A general description and high level specifications for each of these systems are included in Annex A to Appendix A.

## 2.1 Contractor Tasks

To meet the requirements of the contract the following tasks must be completed by the contractor:

### Task 1 – Manage Project

This task includes all the standard project management activities required for successful conduct of the project. Activities include, but are not limited to: Cost and Progress Tracking; Monthly Reporting; Billing, Risk Management; kick-off, and project review meetings; planning and consultation with the DRDC Project Authority; and, oversight of contract documentation and reports. The Contractor shall designate a Contractor employee who shall serve as the Contractor's sole point of contact on all matters relating to the project management of the contract.

An initial kick-off meeting will be held to ensure that the contract effort is aligned with the intended goals of the project. Subsequently, project review meetings will be held at agreed-to intervals to ensure progress and direction of the contract effort. If the contractor is located outside the local area meetings can be conducted via teleconference. The Contractor will produce monthly one or two-page progress reports. These reports shall be delivered electronically to the Project Authority.

### Task 2 – Conduct Market Survey

A market survey will be conducted for each of the Underwater Warfare (UWW) research systems included in the Requirements section above. The market survey shall include an examination of recent defence journals, magazines, and other publications as well as a thorough search of World Wide Web information. Direct contact with system manufactures (or their distributors) may also be required. Emphasis will be placed on production, off-the-shelf products (and not products that are still in development). For systems that match or nearly match the associated high level specification, the following information (as a minimum) shall be included in the report for each system:

- a. Product name (and model number as appropriate);
- b. Manufacturer name and contact information;
- c. Short product description;
- d. System capabilities;
- e. Degree of conformance with the high level specification;
- f. Maturity of the system including usage by other countries;
- g. Long term sustainability of the system including the capability for a technical refresh in the future; and,
- h. Approximate unit cost (if obtainable).

The market survey also needs to examine alternatives to purchasing the systems. Specifically, the market survey will determine if it would be possible/practical to access to the underwater research systems through cooperative research arrangements with allied nations or lease the required underwater research systems from other nations or organizations.

A report will be produced at the end of the Market Survey and delivered to the Project Authority. The report will include a log of the sources examined and the names of companies contacted.

### Task 3 – Produce Draft RFI Documentation

In order to obtain more detailed technical information as well as more accurate system pricing, Requests for Information (RFI) will be released to industry immediately following the Market Survey. The Project Authority requires assistance with the generation of those RFIs. Therefore, the contractor will prepare a three to four page draft RFI for each system. DRDC will then finalize the documents and will be responsible for their release to industry.

#### 3.0 Significant Dates

The significant dates for the requirement are summarized in Table 1.

**Table 1 – Significant Dates for the Design and Fabrication of Portable Underwater Array**

Milestone	Date	Comments/Amplification
Possible Contract Award	15 October 2012	
Completion of Market Survey	30 November 2012	
Completion of RFI Documentation	31 January 2013	
End of Contract	31 March 2013	

#### 4.0 Deliverables

The deliverables for the requirement are summarized in Table 2.

**Table 2 – System Deliverables**

Item	Quantity	Comment
Market Survey Report	1	
Draft RFI Documents	As required.	
Progress Reports	As required.	

## Annex A to Appendix A: High Level Specifications for the Underwater Warfare Applied Research Systems

### A.1 Synthetic Aperture Sonar (SAS)

A Synthetic Aperture Sonar (SAS) is required by DRDC. This sonar will be suitable for installation on a large Autonomous Underwater Vehicle (AUV) such as the Explorer AUV. The high level specifications for the sonar are included in the table below.

Specification	Requirement	Amplification
Sensor Design		
Frequency Transmit at imaging frequencies This is greater than 100 kHz, in general.		
Resolution	Equal or better than 5 x 5 cm	
Shadow Depth	Shadow to Background Ratio must be > 15 dB.	
Depth resolution	Better than 1 cm	
Range	150 metres	One sided. This is minimum, but will likely depend on water depth.
Vehicle Integration		
Speed = 3 knots Affects array length		
INS	Must integrate into or have own INS	
Hotel Load	Must work on AUV's standard bus and electrical system.	
Stability Requirements	Must work under the AUV's inherent stability	
Synthetic Aperture Processing		
SAS Images Processing must be implemented on-board the vehicle. Near real-time would be desirable.		
Raw Ping Data	Raw ping data must be provided.	

## A.2 Modular Rugged Moored/Freefloating Subsurface Vertical Line Array

A pair of modular vertical line (hydrophone) arrays for advanced experimental study of sonar propagation is required by DRDC. The vertical line array is a system that is intended to act as a stationary (either drifting or moored) sonar receiver, recorder, and possibly relay system in the context of antisubmarine warfare (ASW) evaluation and research.

The main objective of this system is to measure the three-dimensional wideband acoustic field, and the vertical and horizontal variability of the field at a single location, with as much resolution as can be practical and affordable.

One mode of operation will use these receivers to accurately sample the vertical distribution of acoustic energy during transmission loss studies involving a towed broadband variable depth sonar source. The second mode of operation will be on fixed offshore installations performing "long-term" bilateral acoustic channel measurements to investigate the long-term variability and stability of the propagation between two rigidly fixed locations.

The high level specifications for the array are included in the table below.

<b>Specification</b>	<b>Requirement</b>	<b>Amplification</b>
Number of Directional Acoustic Sensors	50 minimum	
Operating Frequencies	LF band: 1 kHz to 2 kHz (minimum) MF band: 2 kHz to 8 kHz (minimum)	
Directivity of Directional Sensors	6 dB	
Received Levels	100 to 172 dB re 1 uPa (includes 6 dB constructive interference)	based on external source strength and spreading loss
Operating Depth Range	10 m – 400 m	
Minimum Deployment Endurance	60 days	
Minimum Recording Endurance	30 hours	

### A.3 Broadband High-Power Variable Depth Sonar Source with Tow Cable

A Broadband High-Power Variable Depth Sonar Source is required by DRDC. The purpose of this system is to provide an underwater sound source for active acoustics underwater warfare research. This system will normally be deployed from DRDC's research vessel (CFAV QUEST). The high level specifications for the source are included in the table below.

<b>Specification</b>	<b>Requirement</b>	<b>Amplification</b>
Frequency Response	800 – 3200 Hz	
Source Level – High Power Mode	>200 dB @ 20% Duty Cycle (max. 12 secs on time)	
Source Level - Low Power Mode	160 – 190 dB (@ 100% Duty Cycle)	
Dispersion Pattern	Toroidal, vertical beam width less than +/- 30 deg at 800 Hz	
Operating Depth	Up to 200 m	
Max. Tow Speed	5 kts	Dependent on depth of source.
Max. Projector Weight	2300 kg	Not including cable.
Max. Projector Height	3.5 m	

#### A.4 Towed/Free-floating/Moored Echo Repeater

A Towed/Free-floating/moored Echo Repeater is required by DRDC. The echo repeater is a system that is intended to act as a low-cost and controllable surrogate sonar target. These systems transmit "realistic" target-like echoes for antisubmarine warfare (ASW) evaluation and research.

The high level specifications for the repeater are included in the table below.

Specification	Requirement	Amplification
Operating Frequencies	LF band: 1 kHz to 2 kHz (minimum) MF band: 2 kHz to 8 kHz (minimum)	
Operating Depth Range	10 m – 250 m	cavitation limited operating levels are expected above 30 m
Received Levels	94 to 164 dB re 1 uPa	based on external source strength and spreading loss
Target Strength (TS) Levels to be Emulated	-10 dB to +25 dB	
Echo Repeater (target echo) Source Levels,	84 to 189 dB re 1 uPa @ 1m	based on received levels and TS
Minimum Duty Cycle	Continuous at +15 dB target strength and 1 km range  10% at +25 dB target strength and 1 km range	
Modes of Operation	Conventional Pulsed Sonar  Continuous Active Sonar (desirable)	

#### A.5 Portable Broadband Low Frequency Variable Depth Sonar Source

A Portable Broadband Low Frequency Variable Depth Sonar Source is required by DRDC to act as a surrogate target for passive surveillance sonars. The high level specifications for the source are included in the table below.

<b>Specification</b>	<b>Requirement</b>	<b>Amplification</b>
Operating Frequency	20-300 Hz	-3 dB Bandwidth: 70-200 Hz -6 dB Bandwidth: 50-300 Hz
Source Level	= 170 dB//1iPa <sup>2</sup> @ 1 m	At 120 Hz.
Duty Cycle	100 % at 170 dB	@ 120 Hz centre frequency with 10 Hz bandwidth.
Tow Speed	4-6 kt (typical)	
Maximum Tow Depth	130 m	
Projector Dimensions	2.5 m long, 1 m wide, 0.75 m high (maximum)	
Projector Weight	<1500 lb	Including matching networks, monitoring system, compensation devices and towing chassis.
Winch Dimensions	1.5 m wide x 1.75 m deep (maximum)	For winch pad including drive system.
Winch Weight	1500 kg (maximum)	Excluding cable weight.
Cable Scope	At least 400 m	
Cable Weight	<750 lb for 400 m	

**ANNEX B**

**BASIS OF PAYMENT**

**Detailed financial bid shall be submitted in the following format:**

**Labour:**

Indicate proposed time rates for each position (\$ / hour or day) and estimated time required to complete the project.

Estimated Cost: \$ \_\_\_\_\_

**Equipment, Materials, Supplies:**

Identify the items required to complete the work not provided by Canada and identify the pricing basis inclusive of customs duty. These items will be delivered to Canada upon completion of the project. (if applicable):

Estimated Cost: \$ \_\_\_\_\_

**Travel and Living Expenses:**(If Applicable)

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive:

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost: \$ \_\_\_\_\_

**Subcontracts:**

Identify potential subcontractors and provide the same cost breakdown information detailed herein. (if applicable).

Estimated Cost: \$ \_\_\_\_\_

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

Estimated Cost: \$ \_\_\_\_\_

**Total Estimated Cost (excluding applicable taxes): \$ \_\_\_\_\_**

## ANNEX C

PWGSC File number - W7707-135604

**INTELLECTUAL PROPERTY DISCLOSURE CERTIFICATION -  
CERTIFICAT DE DIVULGATION DE LA PROPRIÉTÉ INTELLECTUELLE**

This form is to be completed and signed by the Contractor upon completion of the Contract and returned to:

Jeff Lockyer  
Supply Officer  
Acquisitions  
Public Works and Government Services Canada  
1713 Bedford Row  
Halifax, Nova Scotia  
B3J 1T3  
Tel: (902) 496-5636  
Fax: (902) 496-5016  
Email: jeffrey.lockyer@pwgsc-tpsgc.gc.ca

**Contract Title:**

It is a term of the referenced contract that, regardless of its ownership, all Foreground Information<sup>1</sup> that could be Inventions<sup>1</sup> and all other Foreground Information, shall be promptly and fully disclosed to Canada.

Tel que stipulé dans le contrat mentionné ci-dessus, et peu importe à qui sont dévolus les droits de propriété intellectuelle, tous les renseignements originaux \* susceptibles de constituer des inventions\*, de même que tous les autres renseignements originaux découlant de ce contrat, devront être divulgués pleinement et sans délai au Canada.

<sup>1</sup> - defined in the General Conditions identified in the Contract

**Consequently, the undersigned, being a duly authorized officer of the Contractor, certifies that during the tenure of the contract**

\* - tels que définis dans les conditions générales identifiées dans le contrat.

**Par conséquent, le soussigné, étant un agent dûment autorisé de l'Entrepreneur, certifie que durant la période du contrat**

(mark appropriate box):

(cochez la case appropriée):

No Foreground Information was conceived, developed or produced as part of the Work and, therefore the Contractor has nothing to disclose.

Aucun renseignement original n'a été conçu, développé ou produit pendant l'exécution des travaux; l'entrepreneur n'a donc aucun renseignement original à divulguer.

All Foreground Information which was conceived, developed or produced as part of the Work was fully disclosed and documented in the technical reports delivered by the Contractor to the Technical Authority designated in the Contract, and the Contractor has nothing further to disclose.

Tous les renseignements originaux conçus, développés ou produits pendant l'exécution des travaux ont été entièrement divulgués et documentés dans les rapports techniques livrés par l'Entrepreneur à l'autorité technique indiquée dans le contrat, et l'Entrepreneur certifie qu'il n'existe aucune information supplémentaire à divulguer.

All Foreground Information conceived, developed or produced as part of the Work by the Contractor is hereby fully disclosed in the attached document.

Tous les renseignements originaux conçus, développés ou produits pendant l'exécution des travaux par l'Entrepreneur sont entièrement divulgués dans le document ci-joint.

Signature - Signature: \_\_\_\_\_

Print Name - Nom en caractère imprimé: \_\_\_\_\_

Title - Titre: \_\_\_\_\_

Company Name - Entrepreneur: \_\_\_\_\_

Date - Date: \_\_\_\_\_

Solicitation No. - N° de l'invitation

W7707-135604/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-2-68057

Buyer ID - Id de l'acheteur

hal123

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

W7707-13-5604

CCC No./N° CCC - FMS No/ N° VME

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## ANNEX D

### Conflict of Interest in Future Bid Solicitations

#### Conflict of Interest in Future Bid Solicitations

Regarding Work (the "Task") under the proposal entitled \_\_\_\_\_ and pursuant to Contract \_\_\_\_\_ between Her Majesty the Queen in right of Canada ("Canada") as represented by the Minister of Public Works and Government Services and DND.

It is a condition of the Contract that the Contractor and its employees abstain from, refrain from, and avoid any real and/or apparent conflicts of interest situations in relation to the Work performed as a result of the present Contract.

Without limiting the generality of the foregoing paragraph, the Contractor further warrants that it and its employees will abstain, refrain, and avoid from bidding either as a prime contractor, a subcontractor, or otherwise participate in a bid on any contract in response to any procurement initiative by Canada to procure consulting services unless it is deemed by Canada, in writing, that the Contractor or its employees do not have either a real or apparent conflict of interest.

If the Contractor and its employees during the performance of the Work under this Contract participate in activities which could result in either a real or apparent conflict of interest situation, such as but without limiting the generality of the foregoing: preparing or assisting in the preparation of requirements, statements of work or evaluation criteria to be used in bid solicitations to competitively acquire goods and services for Canada, the Contractor and its employees will not be eligible to bid either as a prime contractor or subcontractor.

\_\_\_\_\_  
Witness

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

## ANNEX E

### Evaluation Criteria

#### Maximum Funding

The maximum funding currently available for a Contract resulting from the bid solicitation is \$30,000.00 (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

#### Technical Bid Content

Bidders are expected to include the following in their Technical Bids:

- a. a brief management approach;
- b. team history of similar work; and
- c. resumes of named personnel.

#### Technical Bid Evaluation

The Technical Bids will be evaluated and scored in accordance with the following point rated evaluation criteria. It is suggested that bidders address these criteria in sufficient detail in their Technical Bids.

#### Point Rated Evaluation Criteria:

##### 1. Management Category (Maximum 60 points/Minimum 45 points)

- |   |           |
|---|-----------|
| -Demonstrated understanding of scope and objectives   | <b>10</b> |
| -Proposed technical/management approach   | <b>30</b> |
| -Adequacy of proposed work plan including: proposed number of hours and proposed budget assigned to each task (and each system component within the task); and, proposed schedule | <b>20</b> |

##### 2. Technical Category (Maximum 100 points/Minimum 75 points)

- |   |           |
|---|-----------|
| -Proposed Project Manager: demonstrated project management and technical qualifications and demonstrated relevant experience with underwater warfare equipment projects | <b>20</b> |
| -Proposed Key personnel: demonstrated knowledge of and experience with underwater acoustic sensors and projectors used in underwater warfare research                   | <b>80</b> |

#### Maximum Total 160 Points Overall