

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

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

### Comments - Commentaires

<b>Title - Sujet</b> Vehicle Mounted CWD	
<b>Solicitation No. - N° de l'invitation</b> W7702-145618/A	<b>Date</b> 2013-07-11
<b>Client Reference No. - N° de référence du client</b> DND	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-066-9870	
<b>File No. - N° de dossier</b> EDM-3-36064 (066)	<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 2013-07-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<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> Lee, Mony	<b>Buyer Id - Id de l'acheteur</b> edm066
<b>Telephone No. - N° de téléphone</b> (780) 497-3535 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE Defence R&D Canada Suffield Bldg 560 Receiving Ralston Alberta T0J 2N0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

### Vendor/Firm Name and Address

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

### Issuing Office - Bureau de distribution

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

<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>

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 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 Disclosures Certification and the Mandatory Criteria, Evaluation Criteria and Selection Method.

### **2. Summary**

Defence Research and Development Canada (DRDC) - Suffield, Medicine Hat, Alberta, has a requirement for which the objective is to study the electromagnetic methods for vehicle mounted command wire detection as outlined in the Statement of Work, Annex "A".

The period of the contract is from date of award to March 31, 2014, inclusive.

The requirement is limited to Canadian goods and/or services

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

### **3. Debriefings**

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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

## 2. Submission of Bids

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

## 3. Former Public Servant

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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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, 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

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **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:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

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 Applicable Taxes.

### **4. 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.

## 5. Applicable Laws

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

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

## 6. Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is \$75,000.00 (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.

Estimated fiscal year cash phasing breakdown as follows:

FY 2013-2014 \$ 75,000.00, GST extra

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

Defence Research and Development Canada (DRDC) has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada. DRDC is exempted from the Treasury Board "Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts" approved 1 June 2000.

# PART 3 - BID PREPARATION INSTRUCTIONS

## 1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)  
 Section II: Management Bid (2 hard copies)  
 Section III: Financial Bid (1 hard copy)  
 Section IV: Certifications (1 hard copy)

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

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

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

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

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

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

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

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

### **Section II: Management Bid**

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

### **Section III: Financial Bid**

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

### **Section IV: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation**

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

## 1.2 Financial Evaluation

To obtain the total evaluated bid price, the financial evaluation will be based on the ceiling price proposed in Annex "B" not exceeding the established budget for this requirement.

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

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum points for the technical evaluation criteria which are subject to point rating.

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

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>)

available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the " Limited Eligibility to Bid " list at the time of contract award.

## **2. Additional Certifications Precedent to Contract Award**

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

### **2.1 Canadian Content Certification**

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

#### **2.1.2 Canadian Content Certification - A3055T**

This procurement is limited to Canadian services.

The Bidder certifies that:

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

### **2.2 Status and Availability of Resources**

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

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

### **2.3 Education and Experience**

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

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

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

### 2. Standard Clauses and Conditions

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

#### 2.1 General Conditions

2040 (2013-06-27), General Conditions - Research & Development, apply to and form part of the Contract.

#### 2.2 SACC Manual Clause

K3410C (2008-12-12), Canada to Own Intellectual Property Rights in Foreground Information, apply and form part of the Contract.

### 3. Term of Contract

#### 3.1 Period of the Contract

The period of the contract is from date of award to March 31, 2014, inclusive.

### 4. Authorities

#### 4.1 Contracting Authority

The Contracting Authority for the Contract is:

#### **Mony Lee**

Supply Specialist  
Acquisitions, Western Region  
Public Works and Government Services Canada  
Telus Plaza North,  
10025 Jasper Avenue, 5th Floor  
Edmonton, AB T5J 1S6  
TELEPHONE NO.: (780) 497-3535  
FACSIMILE NO.: (780) 497-3510  
E-mail address: mony.lee@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 Technical Authority

The Technical Authority for the Contract is:

*to be named upon contract award*

Department of National Defence  
Defence Research & Development Canada Suffield  
P.O. Box 4000  
Medicine Hat, AB T1A 8K6

TELEPHONE NO.: (403) 544-

FACSIMILE NO.: (403) 544-

E-MAIL: @drdc-rddc.gc.ca

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

#### 4.3 Administrative Authority

*to be named upon contract award*

Department of National Defence  
Defence Research & Development Canada Suffield  
P.O. Box 4000  
Medicine Hat, AB T1A 8K6

TELEPHONE NO.: (403) 544-

FACSIMILE NO.: (403) 544-

E-MAIL: @drdc-rddc.gc.ca

#### 4.4 Contractor's Representative

Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### 5. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

#### 6. Payment

## 6.1 Basis of Payment - Ceiling Price

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, plus a profit as determined in accordance with the Basis of Payment in Annex "B" to a ceiling price of \$ \_\_\_\_\_ (*insert amount at contract award*). Customs duties are included and Applicable Taxes are extra.

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

## 6.2 Limitation of Price

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

## 6.3 Progress Payments

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

- (a) an accurate and complete claim for payment using form PWGSC-WR01 (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>) 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-WR01 have been signed by the respective authorized representatives.

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

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

## 6.4 Discretionary Audit

SACC Manual Clause C0705C (2010-01-11), Discretionary Audit

## 6.5 T1204 - Direct Request by Customer Department

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

## 7. Invoicing Instructions

## **7.1 Invoice Instructions - Progress Payments**

7.1.1 The Contractor must submit a claim for progress payment using form PWGSC-WR01 to the Administrative Authority.

Each claim must show:

- (a) all information required on form PWGSC-WR01;
- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- (c) expenditures in accordance with the Basis of Payment for the Work performed during the period of the claim;
- (d) holdback of 10 percent;
- (e) total of all previous claims against the Contract and the extension of the totals to date;

Each claim must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) two (2) sets of copies of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- (c) a copy of the monthly progress report.

7.1.2 Applicable Taxes 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 Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

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

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

## **8. Certifications**

### **8.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **8.2 SACC Manual Clauses**

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

### 8.3 Disclosures Certification

On completion of the Work, the Contractor must submit to the Technical Authority and 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 under general conditions 2040.

### 9. Applicable Laws

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

### 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 general conditions 2040 (2013-06-27), General Conditions - Research and Development;
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Disclosures Certification;
- (f) the Contractor's bid dated \_\_\_\_\_.

### 11. Defence Contract

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

### 12. SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor) *(if applicable)*  
 A9062C (2011-05-16), Canadian Forces Site Regulations  
 B6800C (2007-11-30), List of Non-consumable Equipment and Materials  
 G1005C (2008-05-12), Insurance

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**ANNEX "A"****STATEMENT OF WORK****1. Title:**

Electromagnetic methods for vehicle mounted command wire detection.

**2. Background:**

A large number of improvised explosives devices (IED) have recently been detonated using command wires. It has been proposed that detection of such wires may be achieved using electromagnetic scattering. In such a scenario, a target zone that is considered likely to contain command wires is illuminated with electromagnetic waves generated by a radio-frequency transmitter, and the radiation scattered by the wire can then be detected by a single or multiple radio-frequency receivers. In several previous contracts, the understanding of the processes underlying electromagnetic (EM) scattering has been achieved both through numerical computation, experimentation, and device construction. This has all been performed with the end goal of developing a handheld sensor.

The ability to detect wires at a significant distance away from the threat (>10 m) would be very advantageous in avoiding IED hazards. In a previous contract (W7702-135548/001/EDM), the possibilities for vehicle-based standoff command wire detection have been investigated. In that work, several concepts and commercial (non-military) systems were modelled, however, it was determined that this standoff goal could not be easily achieved. Given this outcome, further research is required to develop additional concepts for vehicle-based command wire detection. Several specific concepts, including ones already conceived at Department of Research and Development Canada (DRDC) Suffield as well as those arising from the previous contract, will be investigated. This will entail developing models and/or experiments to determine the feasibility of the concepts.

**3. Objective:**

The purpose of this contract is to continue studying the vehicle mounted standoff command wire detection problem. Preliminary concepts have been discussed at DRDC Suffield and will be disclosed to the contractor at a kick-off meeting. The study of additional concepts beyond those proposed by DRDC Suffield must be approved by the Technical Authority.

**4. Scope of Work:**

The contractor will first perform literature surveys that pertain to each of the concepts in order to avoid duplication of effort. Once the background information has been surveyed, the contractor shall perform feasibility studies on several concepts that have already been devised at DRDC Suffield or through other contracts. These concepts will be described at the kick-off meeting once the contract has been awarded. This contract can be essentially divided into three elements as follows:

(a) Background Survey

The contract will begin with a kick-off meeting, where several concepts for vehicle mounted command wire sensors will be discussed. After this, a literature survey will be conducted. Several resources should be utilized to minimize duplication of effort, and should include at the very least a patent search, a review of scientific literature (including using search engines such as Web of Knowledge and IEEEExplore), internet search engines, and searches of government databases (such as DTIC and CANDID). The aim of this literature survey is three-fold: (1) determine if there is any military or commercial system(s) already designed for the specific purpose of vehicle-based command wire detection, (2) identify potential new

concepts that merit investigation, and (3) obtain necessary background information to carry out the next stage of the contract. It should be noted that if any additional concepts are generated in the survey, their subsequent consideration and analysis must be approved by the Technical Authority.

(b) **Refinement and Analysis of Concepts**

For this portion of the contract, the concepts will be evaluated. This may be carried out through a combination of theoretical analyses, modeling, and experimentation, and may involve field trials at DRDC Suffield. Once this is complete, the various concepts will be compared.

(c) **Final Report**

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

A short report will follow each of the milestones (a) and (b), which will be discussed during meetings with the Technical Authority and all individuals working on the project. These reports are crucial to monitor the contract and ensure strict adherence to the statement of work. Any changes to the scope of work must be approved by the Contracting Authority.

**5. Meetings:**

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

**6. Reports and Deliverables:**

A report will follow each task described in the Scope of Work: (a) Review the Literature and (b) Refinement and Analysis of Concepts. In addition, a final report will also be submitted on completion of the contract. The final report for the project should include the previous reports and a final summary. A draft of the final report must be submitted before March 15, 2014 in order to allow sufficient time for review and approval.

All deliverables are FOB Suffield and include:

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

**7. Government Furnished Support/Equipment/Information**

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

**8. Acceptance Criteria**

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

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

**9. DRDC-Suffield General Contract Safety & Security Requirements**

(1) GENERAL EXPERIMENTAL PROVING GROUNDS (EPG) SAFETY AND ACCESS INFORMATION

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In accordance with DRDC Suffield regulations, all Contractor employees and subcontractors participating in Experimental Proving Ground (EPG) activities that are not escorted by DRDC Suffield personnel or the DRDC-authorized Contract principal will attend a general EPG safety briefing lasting approximately one (1) hour at the Field Operations Section (FOS). This briefing will take place annually for long standing Contracts and new or additional Contractor employees or subcontractors will be required to take the briefing before beginning work.

An access permit is required for non-DND vehicles travelling on the EPG. In addition, a two-way radio, compatible with the DRDC Suffield communication system, will be supplied for safety reasons. Other forms/briefings related to safety and security may be required.

## (2) WORK-SPECIFIC SAFETY BRIEFING

Contractors employees or subcontractors supporting DRDC Suffield personnel on specific Field Trial Plans (FTP's), Standing Operating Procedures (SOP's), Study Approval Form (SAF), or other procedure will attend work-specific briefings by the DRDC Technical Authority (TA) lasting approximately one (1) hour relating to health, safety, environmental and emergency response procedures. Documentation including FTP's, SOP's, SAF or other procedures, safety standards and EPG regulations will be cited or made available to the Contractor employees or subcontractors on a loan basis for reference, as applicable.

## (3) OBSERVANCE OF ON-SITE SAFETY, HEALTH AND ENVIRONMENTAL STANDARDS ON PROTECTION OF PROPERTY

The Contractor, their employees and subcontractors must comply with all DND/DRDC Suffield regulations in force at the worksite, including the observance of all safety, health and environmental standards and those in place to preserve and protect DND property from loss or damage from all causes including fire.

## (4) COMPLIANCE

The Contractor is responsible to ensure that all employees and subcontractors that will be working on the site are fully briefed and have completed and signed the Safety Checklist prior to the start of any portion of the on site work. A copy of the signed checklist must be provided by the Contractor to the DRDC Suffield Technical Authority.

**ANNEX "B"****BASIS OF PAYMENT**

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

1. Labour at firm daily/hourly rates. One day consists of 7.5 hours. The rates will be prorated for any period of more or less than one day.

a) Title, name, (est.) \_\_\_\_ days @ \$---./day (est.) \$000,000.00

b) title, name, (est.) ---- days @ \$---./day (est.) \$000,000.00

Total Estimated Labour: \$000,000.00

2. Material and supplies at actual cost without mark-up, including (list items). (est.) \$000,000.00
3. Purchased equipment at laid down cost without mark-up, including (list items). (est.) \$000,000.00
4. Subcontracting at actual cost incurred without mark-up, (subcontractor name) (est.) \$000,000.00
5. Authorized travel and living expenses at actual cost incurred, except for meals and private vehicle mileage, which are not to exceed the rates given in the Treasury Board Travel and Living Guidelines in effect at the time of travel. A copy of the current Travel Directive Policy is available at: [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/td-dv\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp)  
Travel costs are not to include a mark-up. (est.) \$000,000.00
6. Other direct charges at actual cost incurred without mark-up, including (list items). (est.) \$000,000.00
7. Profit at a firm --% of items -, -, -, above (\$----.-), not to exceed (max.) \$000,000.00

TOTAL CEILING PRICE: \$000,000.00

The requirements of the Statement of Work are to be completed under the terms and conditions of this Contract, which is subject to a ceiling price of \$000,000.00.

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

With the exception of the firm elements above, the amounts shown in the respective categories of the above Basis of Payment are estimates and it is the intention that changes from item to item will be accepted for billing purposes as the work proceeds, provided that the total cost of the Contract does not exceed \$000,000.00.

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Buyer ID - Id de l'acheteur

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**GOODS AND SERVICES TAX:**

The Total Estimated Goods and Services Tax (GST), \$\_\_\_\_\_, is not included in the amounts above.

The GST is to be shown as a completely separate item on each invoice.

OR

**HARMONIZED SALES TAX:**

The Total Estimated Harmonized Sales Tax (HST), \$\_\_\_\_\_, is not included in the amounts above.

The HST is to be shown as a completely separate item on each invoice.

F.O.B. Point: Defence Research and Development Canada - Suffield

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## ANNEX "C"

### DISCLOSURES CERTIFICATION

This document is to be completed and signed by the Contractor at the completion of the subject contract and submitted to the Contracting Officer and the Technical Authority designated below:

Contracting Authority

Mony Lee

Supply Specialist

Acquisitions, Western Region

Public Works & Government Services Canada

Telus Plaza North, 5th Floor

10025 Jasper Avenue

Edmonton, AB T5J 1S6

Technical Authority

Defence Research & Development Canada Suffield

Department of National Defence

P.O. Box 4000 Main

Medicine Hat, AB T1A 8K6

**CONTRACT TITLE:** Electromagnetic methods for vehicle mounted command wire detection.

Please tick appropriate box:

- [ ] We hereby certify that all applicable disclosures were submitted in compliance with General Conditions 2040 - Research and Development.

**YOUR ATTENTION IS DRAWN TO THE TERMS AND CONDITIONS, REGARDING IMPLICATIONS ON NON-DISCLOSURE OF** any Technical Documentation, Prototypes, Inventions and Technical Information arising during the performance of work pursuant to the above identified contract,

OR

- [ ] We hereby certify that there are no disclosures to submit under the above-referenced Contract, referred to in General Conditions 2040 - Research and Development.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**ANNEX "D"****MANDATORY CRITERIA, EVALUATION CRITERIA AND SELECTION METHOD****I. MANDATORY CRITERIA****Mandatory Criteria at Solicitation Closing**

Failure to meet any of the following mandatory requirements at solicitation closing will render your submission non-compliant and given no further consideration.

<b>I. MANDATORY REQUIREMENTS</b>
1. Price Proposal does not exceed the established budget.
2. Education: Masters level of education that covers electromagnetic (EM) theory in the context of electromagnetic scattering and methods.
3. Experience: Demonstrated relevant experience in the subject matter of electromagnetics or soil or similar area. Publication record must be provided.

**EVALUATION CRITERIA****Point Rated Criteria**

Each Technical Bid which meets all the Mandatory Criteria specified above, will be evaluated and scored in accordance with the following evaluation criteria:

<b>II. POINT RATED REQUIREMENTS:</b> (Rating: 4=excellent, 3=very good, 2=average, 1=poor, 0=nothing)			
<b>A. STUDY STRATEGY</b>	<b>WEIGHT</b>	<b>RATING</b>	<b>SCORE</b>
1. Demonstrated understanding of scope and importance of study and the Statement of Work as set out in RFP	6.0		
2. breakdown of project into logical tasks; planning and detail of tasks; detailed schedule and timetable; realistic estimation of the time required to complete the work	5.0		
3. demonstrated original and innovative ideas	5.0		
Maximum points available		64.0	
Minimum points acceptable		50.0	
Points awarded			
<b>B. TRAINING &amp; EXPERIENCE</b>	<b>WEIGHT</b>	<b>RATING</b>	<b>SCORE</b>
1. demonstrated corporate experience in projects of this nature	3.0		
2. suitability of academic backgrounds of personnel assigned	3.0		
3. relevant experience of personnel assigned to the project	3.0		

4. adequacy and availability of personnel to carry out the project	3.0		
Maximum points available		48.0	
Minimum points acceptable		32.0	
Points awarded			
<b>C. PROJECT ORGANIZATION</b>	<b>WEIGHT</b>	<b>RATING</b>	<b>SCORE</b>
1. Study team organization for internal and external control	3.0		
2. allocation of manpower for efficient use of personnel	3.0		
3. assurance of liaison with the Technical Authority	3.0		
4. overall organization of the project	3.0		
Maximum points available		48.0	
Minimum points acceptable		32.0	
<b>TOTAL POINTS AWARDED</b>			

**EVALUATION:**

Each proposal must meet all of the mandatory requirements set out in the evaluation criteria. Proposals that fail to meet these requirements will be discarded without further consideration.

Each evaluation criterion has a number allotment ("weight") that reflects its importance in proposal submissions. The degree to that the proposal satisfies the requirement of each criterion will be assessed and a 'rating' will be assigned ranging from 0-4, with 0 meaning the proposal completely fails to satisfy the requirement, and the total allotment meaning the proposal fully meets the outlined criterion. A score will be assessed by multiplying the weight by the rating.

Each proposal must achieve a minimum score in EACH category subject to point rating. Proposals that fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

**SELECTION METHOD**

Contractor selection will be based on the proponent/bidder that submits the highest technically acceptable proposal provided that the estimated total price does not exceed the established budget.

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