

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet Study for a handheld detector	
Solicitation No. - N° de l'invitation W7702-145645/A	Date 2013-10-23
Client Reference No. - N° de référence du client DND	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-002-9976	
File No. - N° de dossier EDM-3-36195 (002)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-11-13	Time Zone Fuseau horaire Mountain Standard Time MST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Scott, Jasmine	Buyer Id - Id de l'acheteur edm002
Telephone No. - N° de téléphone (780) 497-3578 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

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

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Solicitation No. - N° de l'invitation

W7702-145645/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm002

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

DND

EDM-3-36195

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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; and
- 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 and any other annexes.

2. Summary

Defence Research and Development Canada (DRDC) - Suffield, Medicine Hat, Alberta has a requirement to determine the detection limit and engineering parameters required to develop a small handheld biodetector with integrated sample collection, in accordance with the Statement of Work, Annex "A".

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

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.

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

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:

- 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, 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:

- a. name of former public servant;
- b. 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:

- 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 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. 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.

7. Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is \$50,000.00 (Applicable Taxes extra). 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 \$ 50,000.00, Applicable Taxes extra

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 copies)
- Section IV: Certifications (1 hard copies)

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 Applicable Taxes must be shown separately.

Section IV: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**1. Evaluation Procedures**

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

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

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

1.2 Financial Evaluation

Financial evaluation will be based on the total ceiling price proposed in Annex "B". The costs for the items in Annex "B" will be added together to obtain the total ceiling price.

2. Basis of Selection - Highest Rated Within Budget**2.1 To be declared responsive, a bid must:**

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 80 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 240 points.

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications 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 the Bidder's 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 "FCP 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 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 and 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 to and form part of the Contract.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jasmine Scott
Supply Specialist
Acquisitions, Western Region
Department of Public Works and Government Services
Telus Plaza North,
10025 Jasper Avenue, 5th Floor
Edmonton, AB T5J 1S6

Telephone: (780) 497-3578

Facsimile: (780) 497-3510

E-mail address: jasmine.scott@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority

(To be provided at Contract Award)

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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

5.3 Procurement Authority

(To be provided at Contract Award)

The Procurement Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

5.4 Contractor's Representative

(To be filled out by Bidder)

Name: _____

Title: _____

Telephone: ____-____-_____

Facsimile: ____-____-____

E-mail address: _____

6. 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.

7. Payment

7.1 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 \$to be determined 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.

7.2 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.3 Progress Payments

7.3.1. 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, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) the amount claimed is in accordance with the basis of payment;
- (c) the total amount for all progress payments paid by Canada does not exceed 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.

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

7.3.3. 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.

7.4 SACC Manual Clauses

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

C0705C (2010-01-11), Discretionary Audit

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

8. Invoicing Instructions

8.1 Invoice Instructions - Progress Payment Claim

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

Each claim must show:

- (a) all information required on form PWGSC-WR01;
- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- (c) a list of all expenses;
- (d) expenditures plus pro-rated profit or fee;
- (e) the description and value of the milestone claimed as detailed in the Contract.

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.

- 8.1.2 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.

- 8.1.3 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.

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

9. Certifications

9.1 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.

9.2 Disclosures Certification

On completion of the Work, the Contractor must submit to the Technical Authority and to the Contracting Authority a copy of the Disclosures Certification attached as Annex "C" stating that all applicable disclosures were submitted or that there were no disclosures to submit under general conditions 2040.

9.3 SACC Manual Clauses

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

10. Applicable Laws

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

11. 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 _____.

12. Defence Contract

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

13. Foreign Nationals (Canadian Contractor)

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

14. SACC Manual Clause

A9062C (2011-05-16), Canadian Forces Site Regulations
B6800C (2007-11-30), List of Non-consumable Equipment and Material
G1005C (2008-05-12), Insurance

ANNEX "A"

STATEMENT OF WORK

1. Title:

Parameters definition and detection limit study for a portable, handheld biological detector.

2. Background:

Defence Research and Development Canada (DRDC) has a requirement to develop a reagentless, handheld biological sensor for real time detection of bioaerosols. The current commercially available platforms are based on a combination of light scattering spectroscopy and laser-induced fluorescence (LIF) spectroscopy to achieve the detection of biological aerosols in the 1-10 µm diameter size range and intrinsic fluorescence of nicotinamide adenine dinucleotide (NADH) and riboflavin (excitation wavelength: ~400 nm, emission wavelength: 420 – 500 nm). The current size and weight are not amenable for personal use or for integration into small mobile robotic platforms.

3. Objective:

The objective of this project is to determine the detection limit and engineering parameters required to develop a small handheld biodetector with integrated sample collection.

4. Scope of Work:

The contractor will perform the following tasks in consultation with the Technical Authority (TA) at DRDC Suffield.

- a. Determine what engineering parameters (flow rate, size limitation, collection efficiency, etc.) are feasible for re-engineering current state of the art technologies (light scattering and LIF) into a much smaller footprint (2-3 kg, ~5,000 cm³).
- b. Determine the minimum number of fluorescent particles (BG spores), required (i.e. detection limit) to be considered a statistically valid sample set or subset.
- c. Optimize the parameters (flow rate and collection time) for collection of sufficient aerosol particles for subsequent identification analyses, such as handheld assays (HHAs) and/or PCR, at each order of magnitude increment for a range of 10⁴ – 10⁷ cfu/mL limits of detection.

5. Meetings:

Progress meeting with the contractor will normally be conducted by telephone discussion approximately once every quarter or as required by the Technical Authority. If deemed necessary by mutual agreement of contractor and TA, a contract-related meeting may be held at DRDC Suffield.

6. Reports and Deliverables:

The contractor will be required to submit quarterly financial and progress reports that briefly describe the work carried out and the results during the three-month period. A final report will be required within 30 days of completion of the contract and should be submitted in electronic form by the contractor. The final report will summarize the achievements of the complete contract.

The contractor will provide progress reports, presentation files (e.g. Powerpoint), milestone charts and other information required by the TA throughout the contract. All reports, as specified above and all Crown-purchased equipment will be delivered to DRDC Suffield, FOB Ralston Alberta at the completion of the contract.

7. Government Furnished Support/Equipment/Information:

The contractor will not require government furnished materials, equipment or information. Certain scientific information of a nature similar to what is found in the technical and scientific literature may be provided by the TA and DRDC colleagues to the contractor during telephone discussions, meetings, email messages etc. in order to assist in the performance the tasks outlined in the Scope of Work.

8. Special Considerations:

The contractor will not require access to DRDC Suffield facilities to complete the task described in the Scope of Work. If demonstrations of the sensor platform are performed at DRDC Suffield, the contractor will be invited to perform the demonstration and to provide guidance and instruction if requested to the TA.

DRDC strongly encourages the publication of all unclassified work carried out under DND contract. The contractor agrees to provide the TA with a manuscript copy of any work, wholly or partially funded by DND, prior to submission and to acknowledge DND funding where applicable.

Any intellectual property that may be generated during the course of work will reside with the Crown.

Note: No equipment over \$5,000 may be purchased under this contract.

9. Acceptance Criteria:

The work will be monitored regularly 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 report by the Technical Authority. The format and contents of all reports must meet the requirements of DRDC and will be subjected to review and approval of the Document Review Panel at DRDC Suffield where sensitive information may be requested for removal. Appropriate details of experimental conditions, fabrication methods and discussions of results will be required. It is recommended that the contractor provide a draft copy of the final report to the TA prior to final submission.

10. DRDC-Suffield General Contract Safety & Security Requirements:

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

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 laid down 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. 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.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees" are applicable. All travel must have prior authorization of the Technical Authority. All payments are subject to government audit. (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

Estimated Cost to a Ceiling Price: \$ _____
(Applicable Taxes extra)

With the exception of the firm rate(s) and price(s), the amounts shown in the various items specified above are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the estimated cost does not exceed the aforementioned Ceiling Price.

Solicitation No. - N° de l'invitation

W7702-145645/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm002

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

DND

File No. - N° du dossier

EDM-3-36195

CCC No./N° CCC - FMS No/ N° VME

APPLICABLE TAXES:

The applicable taxes are not included in the amounts above. The applicable taxes is to be shown as a completely separate item on each invoice.

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

Solicitation No. - N° de l'invitation

W7702-145645/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm002

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

DND

EDM-3-36195

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

Jasmine Scott

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: Parameters definition and detection limit study for a portable, handheld biological detector

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.

1. Education: P. Eng, or MSc or higher with academic training in engineering, mechanical engineering, microbiology or related field.
2. Experience: Experience in aerosol / bioaerosol science, especially in the area of biological detection using light scattering and laser-induced fluorescence.
3. Experience: Experience in working with bioaerosol chamber dissemination and collection techniques.
4. Price Proposal does not exceed the established budget.

II. 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:

POINT RATED CRITERIA (Rating: 4=excellent, 3=very good, 2=average, 1=poor, 0=nothing)			
A. TECHNICAL BID	WEIGHT	RATING	SCORE
1. Understanding of scope and objectives. The Bidder should include a short introduction with a brief evaluation of the need for the project, the objectives of the proposed Work, the reasons for carrying it out as proposed and the benefits to be derived.	5		
2. Proposed work feasibility, approach and methodology. The Bidder should clearly outline its approach and proposed methodology to meet the requirement, as well as the degree of success expected. The proposed technical approach must be compliant with the requirements of the Statement of Work provided as part of the bid solicitation. Sufficient detail should be provided to demonstrate the Bidder's grasp of the requirement and the Bidder's competence to meet it.	5		

3. Work plan, schedule and deliverables. The Bidder should include a list of specific tasks and deliverables and the proposed schedule for completion of the work or delivery.	5		
4. Recognition of problems and solutions proposed. The Bidder should state any major difficulties that are anticipated and explain how it would address these difficulties.	2		
5. Demonstrated original and innovative ideas.	5		
6. Proposed plan for further developing and exploiting commercially the results of the Work. The Bidder should describe how the results of the Work will be further developed or exploited commercially by its organization.	3		
7. Project Manager - qualifications and relevant experience, including his/her position within the organization. The Bidder should provide the name of the Project Manager who will be assigned to this requirement, demonstrating his/her education, qualifications and experience. His/her curriculum vitae should also be included.	4		
8. Other key personnel (i.e. other than the Project Manager) - qualifications and relevant experience proven by similar or related work. The Bidder should provide the names of all other key personnel who will be assigned to this requirement, demonstrating their education, qualifications and experience. Their curriculum vitae should also be included.	4		
9. Bidder's organization - its relevant experience and competence proven by similar or related work. The Bidder should demonstrate the background and experience of its organization, particularly as it relates to this requirement.	5		

10. Relevant experience of personnel assigned to the project. Relevant experience of personnel assigned to the project will include bioaerosol chamber experimental setup (including aerosol dissemination) and bioaerosol sample collection. 4 points for >10 yrs 3 points for 10 yrs 2 points for 5-10 yrs 1 point for < 5 yrs 0 = no experience	5		
11. Adequacy and availability of personnel to carry out the project.	4		
B. MANAGEMENT BID	WEIGHT	RATING	SCORE
1. Proposed level of effort and planned team organization, including availability of team members and backup capability, reporting structure, and capability to carry out the project within the time frame allotted. The Bidder should include a description of the team (including subcontractors, as applicable), the reporting structure, as well as the ability of the proposed team to complete the Work. Where subcontractors are proposed as part of the project team, the Bidder should provide a list of all subcontractors proposed, describe the work to be performed by each one and explain the proposed basis of selection for each one. The level of effort (by task) for each individual should be specified and the availability of personnel (including backup capability) should be addressed.	5		
2. Project management tools or methodology. The Bidder should describe how it proposes to control the management of the project, including subcontracts. In particular, where the Bidder represents a consortium, the approach should include clear descriptions of the arrangements between the members of the consortium and the management processes to be put in place to manage the ongoing performance of the consortium members.	4		
3. Assurance of liaison with the Technical Authority.	4		
MAXIMUM TOTAL POINTS AVAILABLE		240	
MINIMUM TOTAL POINTS ACCEPTABLE		192	
TOTAL POINTS AWARDED			

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 point rated 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 to 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 of **80%** of the maximum total points available overall. Proposals that fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

III. BASIS OF SELECTION

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.