

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**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 Experimentation For Pain Metrics	
Solicitation No. - N° de l'invitation W7719-145254/A	Date 2014-01-09
Client Reference No. - N° de référence du client W7719-145254	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-002-6488	
File No. - N° de dossier TOR-3-36211 (002)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-27	Time Zone Fuseau horaire Eastern Standard Time EST
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: Callahan, Kaye	Buyer Id - Id de l'acheteur tor212
Telephone No. - N° de téléphone (905) 615-2071 ()	FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 1133 Sheppard Ave. W. Toronto Ontario M3K2C9 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
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws
6. Basis for Canada's Ownership of Intellectual Property

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award and Certifications Required with the Bid

PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. Foreign Nationals (Canadian Contractor) OR Foreign Nationals (Foreign Contractor)
13. Insurance

List of Annexes:

- Annex "A" Statement of Work
Annex "B" Basis of Payment

Annex "C" Evaluation Criteria**PART 1 - GENERAL INFORMATION****1. Introduction**

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

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

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

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

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

Part 5 Certifications: includes the certifications to be provided; 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 the Evaluation Criteria.

2. Summary

Defence Research and Development Canada (DRDC) has undertaken an Aircrew Neck Strain Project. The purpose of the project is to reduce the operational impact of aircrew neck strain and injury leading to a reduction of aircrew attrition rates and health care costs associated with neck strain, for the Royal Canadian Air Force (RCAF).

An element of the main project aims to develop a validated measure or measures of neck pain that isolates sensory effects from the subjective choice of numbers or properties of the response scale. The aim of the work under this requirement is to conduct experimentation using the double stimulus single response (DSSR) method (similar to the psychophysical technique of joint stimulus presentation) for DRDC - Toronto.

The work must be completed by 31 March 2014.

The maximum funding available for the Contract resulting from the bid solicitation is \$40,000.00, Cdn. Funds, (GST/HST included). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

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 subject to a preference for 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) tandard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Delete: sixty (60) days

Insert: ninety (90) days

2. Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. Former Public Servant

Contracts awarded to 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 awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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:

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 Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? 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 adjustment 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 seven (7) 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 Ontario.

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

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 (3 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: 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: Financial Bid

- 1.1 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.

1.2 Exchange Rate Fluctuation

SACC Manual Clause C3011T (2013-11-06) Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

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

1.1 Technical Evaluation

See Annex C, Evaluation Criteria

1.2 Financial Evaluation

1.2.1 Bidders must submit their financial bid, in Canadian Funds, in accordance with the Basis of Payment.

1.2.2 The maximum funding available for the Contract resulting from the bid solicitation is \$40,000.00 Cdn. Funds, GST/HST included). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available

1.2.3 *SACC Manual* Clause A0220T (2013-04-25), Evaluation of Price

2. Basis of Selection - Highest Rated Within Budget

1. To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum of 42 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 60 points.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

2. Additional Certifications Precedent to Contract Award and Certifications Required with the Bid

Bidders must submit the certifications as provided below:

2.1 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.

2.1.1 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.

2.1.2 Education and Experience

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

2.2 Additional Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

2.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

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

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

The Bidder certifies that:

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

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

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 Contractor's technical bid entitled _____, dated _____.

2. Standard Clauses and Conditions

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

2.1 General Conditions

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

All the deliverables must be received on or before 31 March 2014.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kaye Callahan
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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

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

Name: _____
Title: _____
Organization: _____
Address: _____

Solicitation No. - N° de l'invitation

W7719-145254/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor002

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

W7719-145254

File No. - N° du dossier

TOR-3-36211

CCC No./N° CCC - FMS No/ N° VME

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 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants (*when applicable*)

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price as specified in Annex B. For a cost of \$_____. Customs duties are included and Applicable Taxes are extra.

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.

7.2 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

7.3 T1204 - Direct Request by Customer Department

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

8. Invoicing Instructions - Progress Claim

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

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
 - (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - (c) the description and value of the milestone claimed as detailed in the Contract.
2. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority (identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
 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.

10. Applicable Laws

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

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) Research and Development;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____.

Solicitation No. - N° de l'invitation

W7719-145254/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-3-36211

Buyer ID - Id de l'acheteur

tor002

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

W7719-145254

CCC No./N° CCC - FMS No/ N° VME

12. Foreign Nationals (Canadian Contractor)

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

OR

12. Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

13. Insurance

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

Solicitation No. - N° de l'invitation

W7719-145254/A

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

W7719-145254

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-3-36211

Buyer ID - Id de l'acheteur

tor002

CCC No./N° CCC - FMS No/ N° VME

ANNEX "A"

STATEMENT OF WORK

This document is attached separately.

Solicitation No. - N° de l'invitation

W7719-145254/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-3-36211

Buyer ID - Id de l'acheteur

tor002

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

W7719-145254

CCC No./N° CCC - FMS No/ N° VME

ANNEX B

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm all inclusive lot price of:

\$ _____ Firm Lot Price, Canadian Funds - Customs duties are included, fob destination including all delivery charges. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable

Firm Lot Price is subject to a 10% holdback. The holdback 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

Solicitation No. - N° de l'invitation

W7719-145254/A

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

W7719-145254

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-3-36211

Buyer ID - Id de l'acheteur

tor002

CCC No./N° CCC - FMS No/ N° VME

ANNEX C
EVALUATION CRITERIA

This document is attached separately.

Statement of Work

Experimentation for the Development of Aircrew Pain Metrics

1. Background

- 1.1. There is increasing head-supported mass imposed on helicopter and fixed-wing aircrew. This is due to the increased use of head-mounted technologies (night vision goggles (NVGs), helmet mounted displays (HMDs), but also the helmet, protective shields, visors, and oxygen systems play a role. There is an increased prevalence of neck and back strain, with injuries, pain, and disability as a result. These injuries and associated disability lead to a reduced availability of highly trained flight crew for missions.
- 1.2. Neck pain is a complex, multifactorial problem that is difficult to measure, identify, and solve. Clinical diagnosis is difficult, and there is no rapid objective test to define and measure pain, and no simple method to dynamically monitor the neck structures. There are many possible causal factors contributing to neck strain/neck pain. When proposed measures are introduced to address neck strain, there is a need to assess their effectiveness in reducing pain symptoms. An objective pain measurement method that builds on existing psychophysical measurement techniques is required.

2. Aim

- 2.1. Defence Research and Development Canada (DRDC) has undertaken an Aircrew Neck Strain Project (03pg). The purpose of the project is to reduce the operational impact of aircrew neck strain and injury leading to a reduction of aircrew attrition rates and health care costs associated with neck strain, for the Royal Canadian Air Force (RCAF). The project sponsor is Chief of the Air Staff Surgeon (CAS Surg).
- 2.2. Under the auspices of the 03pg project, a work breakdown element (WBE) aims to develop a validated measure or measures of neck pain that isolates sensory effects from the subjective choice of numbers or properties of the response scale. The aim of the contracted work is to conduct experimentation using the double stimulus single response (DSSR) method (similar to the psychophysical technique of joint stimulus presentation). The experimental work is necessary to provide an initial validation of the scale.
- 2.3. The outcome will help to validate a method to assess chronic pain. The resulting metric can be used to determine the effects of proposed solutions on the sensory intensity of chronic pain.

3. Tasks

- 3.1. The Contractor, in consultation with the scientific authority, will design two experiments. These will involve the presentation of pain-inducing stimuli to volunteer participants. At least two stimuli will be jointly presented in different body locations.
- 3.2. In one experiment, participants will use magnitude estimation techniques to assign numbers to the total pain intensity. In the second experiment, hand grip force (a production technique) will be used instead.
- 3.3. Participants suffering from chronic pain and those who do not report chronic pain will be recruited. The experiments will also involve ratings of perceived intensity of chronic pain, using the same response method as for acute pain stressors.
- 3.4. Experimental protocols must be submitted to and approved by the DRDC Ethics Committee and any other institutional committee required.

4. Required Expertise and Resources

- 4.1. The Senior Researcher/Project Manager should be an established researcher with a scientific background in psychophysical scaling. This individual should have a graduate degree in psychology or a related human-factors discipline (e.g., kinesiology).
- 4.2. Junior staff working under this contract should have significant relevant laboratory experience conducting research with human participants.
- 4.3. Where possible, the Contractor will supply standard materials and equipment (e.g., pens, paper, computers for general work, software such as MS Office, hard drives and portable storage devices for data storage and transfer).

5. Deliverables

- 5.1. The Contractor must produce a final report detailing the experimentation, following the Publication Manual of the American Psychological Association. The reports must be provided in electronic format.
- 5.2. The Contractor must give a presentation to relevant stakeholders summarizing the experimental findings and their implication for pain measurement. The presentation will occur soon after the delivery of the report.

6. Schedule

All work and final report to be delivered by March 31, 2014.

7. Security Classification

- 7.1. All work shall be Unclassified.

**ANNEX C
EVALUATION CRITERIA**

POINT RATED EVALUATION

<p>1. Technical Proposal (Maximum 40 points): Points may be awarded over the whole range of available points from 1 to 10 points. If a criteria is not addressed at all it will be given a score of 0.</p>	
<p>1.1 Comprehension of tasking scope and objectives (Max. 10 pts)</p> <ul style="list-style-type: none"> • The Bidder should demonstrate an understanding of the full and complete scope of tasks and service delivery as described in the SOW. • The proposal should include a short introduction, with a brief evaluation of the need and objectives of the proposed work, the reasons for carrying it out as proposed, and the benefits to be derived. • The completeness of the Bidder’s understanding and suitability of the services offered by the bidder in meeting the scope of tasks will be assessed. Simply rewording the stated need and background of the Request for Proposal is not sufficient to demonstrate understanding. 	
<p>1.2 Feasibility of proposed approach and methodology (Max. 10 pts)</p> <ul style="list-style-type: none"> • The proposal should clearly outline its approach and proposed methodology to meet the requirements, as well as the degree of success expected. • The proposed technical approach should be compliant with the requirements as specified in the SOW. • Sufficient detail should be provided to demonstrate the Bidder’s grasp of the requirements and the Bidder’s competence to meet it 	
<p>1.3 Recognition of problems and proposed solutions (Max. 10 pts)</p> <ul style="list-style-type: none"> • The proposal should show recognition of possible problems and propose solutions for handling the requirement to stay within budget and on schedule, determining the level of effort appropriate for each tasking, and the limited availability of resources. • The proposal should indicate how the bidder will manage its cost in order to stay solvent for the whole duration of the contract. • The proposal should demonstrate an immediate contingency plan and implementation plan in the event that a resource is no longer available to carry out the work set out in this SOW. 	

<p>1.4 Work plan, schedule, and deliverables (Max. 10 pts).</p> <p>The required completion date for the work is 31 March 2014.</p> <ul style="list-style-type: none"> The proposal should provide a schedule for completion or delivery by 31 March 2014. 	
<p>Subtotal for the Technical Proposal</p>	
<p>2. Personnel proposal (Maximum 20 points): Points may be awarded over the whole range of available points from 1 to 10 points or 1 to 20 points, as applicable. If a criteria is not addressed it will be given a score of 0.</p>	
<p>2.1. Qualifications and relevant experience of the Senior Researcher (SR), including his or her position within the organization. (Max. 10 pts) –</p> <p>The proposal should include:</p> <ul style="list-style-type: none"> The name of a Senior Researcher Demonstration of his or her experience, education, and qualifications Curriculum vitae should include a list of relevant peer-reviewed publications 	
<p>2.2. Junior Researcher capability in data collection and running psychophysical experiments. (Max. 10 pts)</p> <p>The proposal should include:</p> <ul style="list-style-type: none"> The name of a Junior Researcher Demonstration of his or her experience, developing or modifying experimental programs to control stimulus presentation and collect experimental data. 	
<p>Subtotal for personnel proposal:</p>	
<p>Total Score (Maximum points overall: 60, Minimum points overall: 42)</p>	