

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jasper
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 Imaging Techniques to Identify Cell	
Solicitation No. - N° de l'invitation W7702-155719/A	Date 2015-01-06
Client Reference No. - N° de référence du client W7702-155719	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-002-10342	
File No. - N° de dossier EDM-4-37181 (002)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-01-26	Time Zone Fuseau horaire Mountain Standard Time MST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input 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 PO BOX 4000, STN MAIN MEDICINE HAT Alberta T1A8K6 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
ATB Place North Tower
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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PART 1 - GENERAL INFORMATION

1.1 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;
- Part 6 **Other Requirements:** includes specific requirements that must be addressed by bidders; and
- Part 7 **Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Disclosures Certification, Animal Care Certification, Mandatory Criteria, Evaluation Criteria and Selection Method and any other annexes.

1.2 Summary

Defence Research and Development Canada (DRDC) - Suffield, Medicine Hat, Alberta has a requirement for a contractor to develop imaging techniques to characterize and quantify brain injury following nerve agent exposure, all in accordance with the Statement of Work, Annex "A".

The period of the Contract is from date of Contract to March 31, 2017 inclusive.

As per the Integrity Provisions under section 01 of *Standard Instructions 2003 and 2004*, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the *Supply Manual* for additional information on the Integrity Provisions.

For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of *the bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

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

This procurement is subject to the Controlled Goods Program. The *Defence production Act* defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 120 days

2.2 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.

2.3 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 FPSs, 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.

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"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 FPSs 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 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.

2.4 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 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) (<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

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- 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

4.1 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.

4.1.1 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 "E".

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4.1.2 Financial Evaluation

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

4.2 Basis of Selection

Basis of Selection is included in Annex "E".

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame specified will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 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.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - 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.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Canadian Content Certification

5.1.3.1.1 SACC Manual clause A3050T (2014-11-27) Canadian Content Definition.

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5.1.3.1.2 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.

5.1.3.2 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.

5.1.3.3 Education and Experience

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

5.1.3.4 Animal Care Certification

5.1.3.4.1 Refer to Annex "D", Animal Care Certification

PART 6 – OTHER REQUIREMENTS

6.1 Controlled Goods Requirement - Bid

6.1.1 As the resulting contract will require the production of or access to controlled goods that are subject to the *Defence Production Act*, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#) and registration is carried out as follows:

- a. When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.
- b. When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- c. When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

6.1.2 Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

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PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 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 _____.

7.2 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.

7.2.1 General Conditions

2040 (2014-09-25), General Conditions - Research & Development, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to this Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2017 inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jasmine Scott
Supply Specialist
Acquisitions, Western Region
Department of Public Works and Government Services
ATB Place, North Tower
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.

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7.5.2 Technical Authority

(To be provided at Contract Award)

The Technical Authority for the Contract is:

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

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

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

7.5.3 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.

7.5.4 Contractor's Representative

(To be filled out by Bidder)

Name: _____
Title: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

7.6 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.

7.7 Payment

7.7.1 Basis of Payment – Limitation of Expenditure

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

7.7.2 Limitation of Expenditure

7.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$_(to be determined at contract award)_. Customs duties are included and Applicable Taxes are extra.

7.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

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

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

7.7.3 Method of Payment

7.7.3.1 Progress Payments

7.7.3.1.1 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.

7.7.3.1.2 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.

7.7.3.1.3 Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right 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.

7.7.4 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

7.8 Invoicing Instructions - Progress Payment Claim

7.8.1 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;
- a. a list of all expenses.

Each claim must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (c) a copy of the invoices and receipts for consumable item(s) having an aggregate value of \$1,000.00 CAD or more, Applicable Taxes included (***Applicable to Universities only***);
- (d) a copy of the monthly progress report.

7.8.2 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.

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

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

7.8.4 The Contractor must not submit claims until all work identified in this claim is completed.

7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

7.9.2 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.

7.9.3 Animal Care Certification

Refer to Annex "D", Animal Care Certification

7.9.4 SACC Manual Clauses

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

7.10 Applicable Laws

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

7.11 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 (2014-09-25), General Conditions - Research & Development;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Disclosures Certification;
- (f) Annex D, Animal Care Certification;
- (g) the Contractor's bid dated _____.

7.12 Defence Contract

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

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7.13 Foreign Nationals (Canadian Contractor)

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

7.14 Controlled Goods Program

7.14.1 Controlled Goods Program – Contract

7.14.1.1 As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program

7.14.1.2 When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

7.14.1.3 The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

7.14.2 Controlled Goods

The Contract involves controlled goods as defined in the Schedule to the Defence Production Act. The Contractor must identify those controlled goods to the Department of National Defence.

7.15 SACC Manual Clauses

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

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ANNEX "A" STATEMENT OF WORK

1. Title:

Development of imaging techniques to identify and quantify cellular damage following chemical insult and evaluate novel treatments.

2. Background:

Nerve agent poisoning represents a significant challenge for both the civilian and military health care systems not only immediately following exposure but for many years after as has been reported for gulf war veterans. Nerve agent exposure leads to irreversible inhibition of acetylcholinesterase and thus increased acetylcholine levels within the central and peripheral nervous (CNS and PNS) systems. Within the CNS increased acetylcholine levels as the results of nerve agent inhibition can lead to seizures and status epilepticus resulting in permanent and complex brain damage and impaired neurogenesis. Previous studies have shown central nervous system pathology as a suspected result of exposure to nerve agents. In particular imaging studies have reported a reduction in total gray matter volume in gulf war veterans. Several studies have examined the potential of anticonvulsants and neuroprotectants in attempts to prevent the epileptogenesis following soman exposure. Imaging studies are required to quantify and characterize brain damage following soman exposure to better understand the nature of injury and thus the potential therapies and preventative measures that could be used. These studies are necessary not only for military treatment regimens but also for civilians following nerve agent exposure.

3. Objective:

Develop imaging techniques to characterize and quantify brain injury following nerve agent exposure. Evaluate therapies used to protect the central nervous system prior to and following nerve agent exposure. Implantation and use of oxygen sensors to develop a biomarker to characterize brain injury following nerve agent exposure, including development of near-infrared spectroscopy techniques to measure brain tissue oxygenation.

4. Scope of Work:

The contractor must conduct studies at their facility to include 3D morphology for regional brain area size and ventricular size, myelin perfusion and brain tissue oxygenation following nerve agent exposure. The contractor will be required to obtain a Schedule 1 chemical license in order to conduct the required studies using nerve agents.

The contractor must accept control and exposed models from the Technical Authority's laboratory at DRDC Suffield. Changes in brain volume will be observed and quantified using MRI techniques.

The contractor must provide copies of all protocols and results for archiving and use.

5. Meetings:

A minimum of bimonthly teleconferences. It will be the contractor's responsibility to record the minutes of each meeting and distribute accordingly. The meetings will be a combination of video/teleconference format meetings as well as on site meetings that will require DRDC staff to travel to the contractor's site at a minimum of once per year.

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6. Reports and Deliverables:

The contractor will provide information on experimental data for all experiments, all protocols used, and all materials used in the experimental work in the form of progress reports to be submitted electronically at a minimum of once per year. Documentation will be in electronic form (Word or PDF), including compilation and interpretation of any data gathered. At the conclusion of the contract, a final report must be submitted. It is anticipated that the contractor in collaboration with the Technical Authority will prepare manuscripts for open literature publication just prior to completion of the contract.

7. Government Furnished Support/Equipment/Information:

DRDC Suffield will supply a portion of the animals to be used in experimental work (animals that will be first used at Suffield and then transported to the contract lab for further work, up to a maximum of 100 animals). The remainder of the animals required for this contract will be the responsibility of the contractor and must be under the purview of the contractor's animal care protocol. DRDC Suffield will manage animal care for animals first used at Suffield in addition to the animal care protocol for this work. All animal work must be completed under approved animal care protocols following the guidelines of the Canadian Council of Animal Care (CCAC). DRDC Suffield will supply the exposure agent (Nerve Agent) to be used at the contract site along with the appropriate safety handling information. DRDC Suffield staff will provide exposure agent use training to the contractor at the start of the contract at the contractor site. DRDC Suffield will look after the disposal of all chemical waste generated at the contractor facility; it will be the contractor's responsibility to arrange transfer of this waste to DRDC Suffield.

8. Special Considerations:

The contractor will be required to obtain a Schedule 1 license for the use of nerve agents from the Canadian National Authority within six (6) months of the contract being awarded. The contractor must show proof of application within two (2) months of contract award. Contractor facility must be able to receive and house rodent models from DRDC Suffield. To facilitate transport of models, contractor site must be within a 400 km radius to aid in the transport of experimental models from DRDC Suffield to the contractor site with the least amount of stress to the animals. Models must be transported by ground, and as such, the contractor site must be within a reasonable daily travel distance.

DRDC Suffield staff will be responsible for the implementation of any protocols, study approval forms, animal care protocols, etc required to carry out the animal work for studies that will require transfer of animals from DRDC Suffield to the contractor. The contractor will be responsible for any protocols, study approval forms, animal care protocols etc. required to carry out the animal work studies conducted solely at the site of the contractor. All animal work completed at DRDC Suffield and/or the contractor site must be completed under approved animal care protocols following the guidelines of the CCAC.

Due to the complexity of the proposed work, a substantial element of ongoing collaborative discussion and critical review between DRDC Suffield and the contractor is anticipated, including site visit by DRDC staff to the contractor, beyond any formal requirements.

9. Acceptance Criteria:

Materials and data generated under this contract should be produced in a manner consistent with generally recognized standards within the limits of science. Acceptance will be determined following examination and satisfactory evaluation of the submitted experimental data by the Technical Authority.

10. Security Classification:

All work under this contract is unclassified and the contractor will not have access to any classified

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information.

11. Controlled Goods:

The contract involves controlled goods use, Group 7: Chemical and Biological Weapons Non-Proliferation List (*on the export control list*). The Contractor must be registered with the Controlled Goods Directorate and thus authorized to access controlled goods.

12. Estimated Cash Phasing:

FY 14/15: \$60K (Applicable Taxes Extra)
FY 15/16: \$100K (Applicable Taxes Extra)
FY 16/17: \$100K (Applicable Taxes Extra)

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:

(Note: line items listed below are considered "as applicable")

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) CATEGORY

(est) ___ days @ \$---./day

Est.: \$ _____

b) CATEGORY

(est) --- days @ \$---./day

Est.: \$ _____

Total Estimated Labour: \$ _____

2. **EQUIPMENT:** at laid down cost without markup
(Specify type of equipment.)

Est.: \$ _____

3. **RENTALS:** at actual cost without markup
(Specify what rentals.)

Est.: \$ _____

4. **MATERIALS AND SUPPLIES:** at laid down cost without markup
(Specify what categories of materials and supplies.)

Est.: \$ _____

5. **TRAVEL AND LIVING EXPENSES:**

Est.: \$ _____

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 *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

All payments are subject to government audit.

OR

5. **TRAVEL AND LIVING EXPENSES:**

Est.: \$ _____

*Authorized travel and living expenses in accordance with Standard University Travel Policy. Claims for travel expenses must include an explanation of who, where, when duration and purpose of travel.
(Applicable to Universities only)*

6. **SUBCONTRACTS:** at actual cost without markup
(Identify subcontractors, if applicable.)

Est.: \$ _____

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7. OTHER DIRECT CHARGES: at actual cost without markup
(Specify what categories of direct charges.) **Est.: \$ _____**

8. COMPUTING CHARGES: at standard university rates.
(Applicable to Universities only) **Est.: \$ _____**

9. STANDARD UNIVERSITY OVERHEAD: as follows:
(Applicable to Universities only)

a) at a maximum 65% of on-campus labour (item 1) **Est.: \$ _____**
b) at a maximum 30% of off-campus labour (item 1) **Est.: \$ _____**
c) at a maximum 2% of travel expenses (item 5) **Est.: \$ _____**

Total Estimated Overhead: \$ _____

10. PROFIT: at a firm rate of ___% of items ___ above **Est.: \$ _____**

Estimated Cost to a Limitation of Expenditure 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 Limitation of Expenditure Price.

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:

<u>Contracting Authority</u>	<u>Technical Authority</u>
Jasmine Scott	
Supply Specialist	
Acquisitions, Western Region	Defence Research & Development Canada Suffield
Public Works & Government Services Canada	Department of National Defence
Telus Plaza North, 5th Floor	P.O. Box 4000 Main
10025 Jasper Avenue	Medicine Hat, AB T1A 8K6
Edmonton, AB T5J 1S6	

CONTRACT TITLE: Development of imaging techniques to identify and quantify cellular damage following chemical insult and evaluate novel treatments.

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

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ANNEX "D"

ANIMAL CARE CERTIFICATION

Please certify that you will adhere to the requirements outlined in the current issue of the Guide to the Care and Use of Experimental Animals (<http://www.ccac.ca/english/publicat/pubframe.htm>) and any supplements thereto, prepared by and available from:

Canadian Council on Animal Care (CCAC)
315-350 Albert Street
Ottawa, ON K1R 1B1

by signing the following:

"I, _____, agree to conduct all animal work covered under this contract in
(name of contractor)

accordance with the CCAC guidelines Volume One and will submit as part of the contractual agreement a signed authenticated copy of the protocol as approved by the Institute Animal Care Committee (IACC) of _____ to the Technical Authority for this
(name of committee/institute)

contract prior to the commencement of the work. I attest that we are currently members of the CCAC in good standing and according to the last CCAC assessment are deemed in full compliance with CCAC guidelines. I further agree that any deviation or delinquency found on my part or the part of this company/institute in carrying out this contract under this directive will be interpreted by Defence Research & Development Canada - Suffield (DRDC-Suffield) as "breach" of the contract and subject it to immediate termination for default in accordance with General Conditions 2040, Research & Development.

Signature of designated official

Date

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ANNEX "E"

MANDATORY CRITERIA, EVALUATION CRITERIA AND SELECTION METHOD

I. 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.

	YES	NO
1. Education: Lead scientist must have at a minimum a PhD in Zoology, Pharmacology, Biochemistry, Neuroscience or Medical Imaging.		
2. Experience: Experience with developing MRI techniques for the characterization of brain damage in a small animal model. Experience quantifying brain oxygenation levels.		
3. Ability to obtain a valid schedule 1 chemical license within six (6) Months of contract award. Contractor must show that application for license has been submitted within two (2) months of contract award.		
4. Contractor site located within a 400 km radius of CFB Suffield, Alberta.		

II. EVALUATION 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
<p>1. Understanding of scope and objectives.</p> <p>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.</p>	2		
<p>2. Proposed work feasibility, approach and methodology.</p> <p>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.</p>	3		
<p>3. Work plan, schedule and deliverables.</p> <p>The Bidder should include a list of specific tasks and deliverables and the proposed schedule for completion of the work or delivery.</p>	3		
<p>4. Recognition of problems and solutions proposed.</p> <p>The Bidder should state any major difficulties that are anticipated and explain how it would address these difficulties.</p>	2		
<p>5. Demonstrated original and innovative ideas.</p>	2		
<p>6. Proposed plan for further developing and exploiting commercially the results of the Work.</p>	1		
<p>7. Project Manager - qualifications and relevant experience, including his/her position within the organization.</p>	1		

<p>8. Other key personnel (i.e. other than the Project Manager) - qualifications and relevant experience proven by similar or related work.</p> <p>The Bidder should provide the names of all other key personnel who will be assigned to this requirement, demonstrating their education, qualifications (including language capability *) and experience. Their curriculum vitae should also be included.</p>	1		
<p>9. Bidder's organization - its relevant experience and competence proven by similar or related work.</p> <p>The Bidder should demonstrate the background and experience of its organization, particularly as it relates to this requirement.</p>	2		
<p>10. Relevant experience of personnel assigned to the project.</p>	2		
<p>11. Adequacy and availability of personnel to carry out the project.</p>	3		
<p>Maximum points available</p>			88
<p>Minimum points acceptable</p>			61
<p>Points awarded</p>			
<p>B. MANAGEMENT BID</p>	<p>WEIGHT</p>	<p>RATING</p>	<p>SCORE</p>
<p>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.</p> <p>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.</p>	2		

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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.	2		
3. Assurance of liaison with the Technical Authority.	3		
Maximum points available		28	
Minimum points acceptable		19	
Points awarded			

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 70% of the maximum points available 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.

III. SELECTION METHOD

The contractor will be selected on the basis of the Assessed Best Value to the Crown taking into account merit and cost factors. Best value to the Crown will be determined on the basis of the highest combined rating of merit and price. The scoring of merit is accomplished by prorating the scores against the total available points for merit. The scoring of price is accomplished by giving full marks to the lowest price proposal, with the other proposals given a prorated score. The proposal that offers the highest combined point score for merit and cost will be recommended for award.

Sample Calculation of Combined Merit/Cost Selection:

Evaluation Criteria as set out in RFP:

- Maximum number of points available = 100
- Ratio of Importance - Merit = 60%
- Price = 40%

Solicitation No. - N° de l'invitation
W7702-155719/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
edm002

Client Ref. No. - N° de réf. du client
W7702-155719

File No. - N° du dossier
EDM-4-37181

CCC No./N° CCC - FMS No./N° VME

The successful proponent must achieve the highest total points by adding the rated merit (technical) and price scores.

Responsive Proposals	Proposal 1	Proposal 2	Proposal 3
Proposal Technical Rating (points)	90.0	86.0	75.0
Price	\$80,000.00	\$70,000.00	\$65,000.00

Calculation of Combined Rating:			
	Technical Points	Price Points	Total Points
Proposal 1	$\frac{90}{100} \times 60 = 54.0$	$\frac{65}{80} \times 40 = 32.5$	86.5
Proposal 2	$\frac{86}{100} \times 60 = 51.6$	$\frac{65}{70} \times 40 = 37.1$	88.7
Proposal 3	$\frac{75}{100} \times 60 = 45.0$	$\frac{65}{65} \times 40 = 40.0$	85
Proposal 2 is the winner			