



**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**

<b>Title - Sujet</b> Aerosol Penetration Testing	
<b>Solicitation No. - N° de l'invitation</b> W7702-165759/A	<b>Date</b> 2015-11-25
<b>Client Reference No. - N° de référence du client</b> W7702-165759	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-015-10630	
<b>File No. - N° de dossier</b> EDM-5-38175 (015)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-12-18</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Major, Andrea	<b>Buyer Id - Id de l'acheteur</b> edm015
<b>Telephone No. - N° de téléphone</b> (587) 926-3434 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 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

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

### **1.2 Summary**

**1.2.1** Defence Research and Development Canada (DRDC-SRC)- Suffield has a requirement for research in the area of material science. A component of the research includes quantifying the performance of fabrics against various contaminants under different exposure conditions.

The aim of this contract is to perform aerosol penetration tests on swatches of fabric and provide DRDC with the results (data) in graphical and table format

The period of the Contract is from date of Contract award to 2016-02-28.

**1.2.2** The requirement is subject to the provisions of the Agreement on International Trade (AIT).

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

### **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 \(2015-07-03\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

## 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.

**Bid submitted via fax 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.

"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.

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### 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 5 (five) 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.

## 2.6 Canada's Maximum Funding and Additional Contractor Funding

Canada's maximum funding available for the contract resulting from the bid solicitation is **\$52,000.00** (Applicable Taxes extra, as appropriate). Any cost in excess of the maximum funding will be construed as a Contractor's commitment of additional funding to the Contract. This disclosure does not commit Canada to pay the maximum funding available.

## 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 (3 hard copies)
- Section II: Management Bid (3 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
- 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**

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

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.

#### **4.1.2 Financial Evaluation**

- a. The costs for the items in Annex "B" will be added together to obtain the Total Estimated Cost to a Limitation of Expenditure.
- b. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### **4.2 Basis of Selection- Highest Rated Within Budget**

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 24 points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 30 points.

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 AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

#### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

##### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

##### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

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### 5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

### 5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Canadian Content Certification

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.

**5.1.3.1.1** SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

#### 5.2.3.2 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.

#### 5.2.3.3 Education and Experience

**5.2.3.3.1** SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

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

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

### **6.1 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 \_\_\_\_\_.

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

#### **6.2.1 General Conditions**

2035 (2015-07-03), General Conditions –Higher Complexity- Services, apply to and form part of the Contract.

### **6.3 Security Requirements**

**6.3.1** There is no security requirement applicable to this Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract award to 2016-02-28 inclusive.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Andrea Major  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address: 5<sup>th</sup> Floor, ATB Place, North Tower  
10025 Jasper Avenue,  
Edmonton AB T5J 1S6

Telephone: (587) 926-3434  
Facsimile: (780) 497-3510  
E-mail address: [andrea.major@pwgsc-tpsgc.gc.ca](mailto:andrea.major@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.

Solicitation No. - N° de l'invitation  
W7702-165759/A  
Client Ref. No. - N° de réf. du client  
W7702-165759

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-5-38175

Buyer ID - Id de l'acheteur  
edm015  
CCC No./N° CCC - FMS No./N° VME

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### 6.5.2 Technical Authority

The Technical Authority for the Contract is:

*(to be provided at contract award)*

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

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

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

### 6.5.3 Procurement Authority

The Procurement Authority for the Contract is:

*(to be provided at contract award)*

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 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.

### 6.5.4 Contractor's Representative:

*(to be filled out by bidder)*

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

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

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

### 6.6 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) [ <http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html> ] 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 [ [http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/ContPolNotices/2012/10-31-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/ContPolNotices/2012/10-31-eng.asp) ] of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment- Ceiling Price

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

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

### 6.7.2 Limitation of Price

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

### 6.7.3 Progress Payments

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

- a. an accurate and complete claim for payment using form [PWGSC-TPSGC 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-TPSGC WR01](#) have been signed by the respective authorized representatives.

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

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

### 6.7.4 T1204 - Direct Request by Customer Department

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

### 6.7.5 Discretionary Audit

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

## 6.8 Invoicing Instructions

### 6.8.1 Invoicing Instructions- Progress Payment Claim

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC WR01](#), Claim for Progress Payment.  
Each claim must show:
  - a. all information required on form [PWGSC-TPSGC WR01](#);
  - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
  - c. a list of all expenses;
  - d. a holdback of 10 percent;
  - e. the total of all previous claims against the Contract and the extension of the totals to date;

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. two (2) copies of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
  - c. a copy of the monthly progress report.
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.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC WR01](#), and forward it to the Procurement Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.  
The Procurement Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed.

## 6.9 Certifications

### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

### 6.9.2 SACC Manual Clauses

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

### 6.9.3 Disclosures Certification

On completion of the Work, the Contractor must submit to the Technical Authority and to the Contracting Authority a copy of the 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.

### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

### 6.11 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 (2015-07-03), General conditions- Research and Development;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Disclosures Certification;
- (f) the Contractor's bid dated \_\_\_\_\_. (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*", as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s)*).

### 6.12 Defence Contract

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

### 6.13 SACC Manual Clauses

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)  
A9062C (2011-05-16), Canadian Forces Site Regulations  
B6800C (2007-11-30), List of Non-consumable Equipment and Material

### 6.14 Insurance

SACC Manual clause [G1005C](#) (2008-05-12) Insurance

## ANNEX "A"

### STATEMENT OF WORK

#### 1. TITLE

Aerosol testing of fabric swatches

#### 2. BACKGROUND

DRDC Suffield Research Centre (DRDC SRC) has an ongoing research programme in the area of material science. A component of the research includes quantifying the performance of fabrics against various contaminants under different exposure conditions.

The aim of this Professional Services Contract is to perform aerosol penetration tests on swatches of fabric and provide DRDC SRC with the results (data) in graphical and table format.

The work being undertaken is UNCLASSIFIED and the Contract neither involves the use of Controlled Goods nor will generate Controlled Goods.

#### 3. ACRONYMS

DRDC	Defence Research and Development Canada
DRDC SRC	DRDC Suffield Research Centre
SMPS	Scanning Mobility Particle Sizer
OPC	Optical particle counter
HEPA	High efficiency particulate aerosol
GFE	Government Furnished Equipment
GSM	Government Supplied Material
PA	Purchasing Authority
PWGSC	Public Works and Government Services
SOW	Statement of Work
TA	Technical Authority

#### 4. APPLICABLE DOCUMENTS & REFERENCES

None.

#### 5. TASK

The following work is required.

##### 5.1 Scanning Mobility Particle Sizer aerosol penetration swatch test

Scanning Mobility Particle Sizer (SMPS) aerosol penetration swatch tests are required on four fabric systems, identified as A, B, C and D. Each fabric shall be tested in triplicate (n=3) to allow the calculation of an average penetration. Two control tests consisting of a blank (100% penetration) and a high efficiency particulate aerosol (HEPA) filter (0% penetration) shall be completed for each triplicate series for baseline reference.

The SMPS aerosol penetration swatch test shall use oleic acid to generate the aerosol and the aerosol size range shall be 20 nm to 300 nm (0.02 to 0.3 µm). For the purposes of data collection, the aerosol

size range shall be divided into ten particle diameter bins. The following data shall be measured and reported for each particle size bin:

- minimum particle diameter
- maximum particle diameter
- geometric mean particle diameter
- penetration
- penetration velocity
- average penetration and average penetration velocity for three replicates
- penetration for the blank control test and the HEPA control test

The environmental test conditions for the SMPS aerosol penetration swatch test shall be:

Temp: 32.2 °C (90 °F)  
Humidity: 65%

The material test matrix is:

<b>SMPS aerosol penetration swatch test</b>		
<b>Material</b>	<b>Pressure Difference (Pa)</b>	<b>Pressure Difference (Pa)</b>
<b>A</b>	125	25
<b>B</b>	125	25
<b>C</b>	125	25
<b>D</b>	125	No test

A total of four (4) SMPS aerosol penetration swatch tests shall be conducted in triplicate on material system A, B, C and D at a pressure difference of 125 Pa, and a total of three (3) SMPS aerosol penetration swatch tests shall be conducted in triplicate on material system A, B and C at a pressure difference of 25 Pa. Two control tests consisting of a blank (100% penetration) and a high efficiency particulate aerosol (HEPA) filter (0% penetration) shall be completed for each triplicate series.

The particle concentration (particles/cm<sup>3</sup>) versus particle diameter (µm) shall be measured upstream of the fabric sample at least once for each series of fabrics. This data shall be recorded and provided as indicated below in Section 6.

## **5.2 Optical Particle Counter aerosol penetration swatch test**

Optical particle counter (OPC) aerosol penetration swatch tests are required on four fabric systems, identified as A, B, C and D. Each fabric shall be tested in triplicate (n=3) to allow the calculation of an average penetration. Two control tests consisting of a blank (100% penetration) and a high efficiency particulate aerosol (HEPA) filter (0% penetration) shall be completed for each triplicate series for baseline reference.

The OPC aerosol penetration swatch test shall use oleic acid to generate the aerosol and the aerosol size range shall be 300 nm to 3000 nm (0.3 to 3 µm). For the purposes of data collection, the aerosol size range shall be divided into ten particle diameter bins. The following data shall be measured and reported for each particle size bin:

- minimum particle diameter
- maximum particle diameter
- geometric mean particle diameter
- penetration
- penetration velocity
- average penetration and average penetration velocity for three replicates
- penetration for the blank control test and the HEPA control test

The environmental test conditions for the OPC aerosol penetration swatch test shall be:

Temp: 32.2 °C (90 °F)  
Humidity: 65%

The material test matrix is:

Material	OPC aerosol penetration swatch test	
	Pressure Difference (Pa)	Pressure Difference (Pa)
A	125	25
B	125	25
C	125	25
D	125	No test

A total of four (4) OPC aerosol penetration swatch tests shall be conducted in triplicate on material system A, B, C and D at a pressure difference of 125 Pa and a total of three (3) OPC aerosol penetration swatch tests shall be conducted in triplicate on material system A, B and C at a pressure difference of 25 Pa. Two control tests consisting of a blank (100% penetration) and a high efficiency particulate aerosol (HEPA) filter (0% penetration) shall be completed for each triplicate series.

The particle concentration (particles/cm<sup>3</sup>) versus particle diameter (µm) shall be measured upstream of the fabric sample at least once for each series of fabrics. This data shall be recorded and provided as indicated below in Section 6.

## 6. Deliverables

The following deliverables shall be provided.

### 6.1 Concentration versus particle diameter data

Table of data and graphical representation providing the concentration (particles/cm<sup>3</sup>) versus particle diameter (µm) measured upstream of the fabric sample for the SMPS aerosol penetration test.

Table of data and graphical representation providing the concentration (particles/cm<sup>3</sup>) versus particle diameter (µm) measured upstream of the fabric sample for the OPC aerosol penetration test.

### 6.2 SMPS aerosol penetration swatch test data

Data as indicated above (Section 5.1) for each fabric system (A, B, C and D) for each pressure difference (125 Pa and 25 Pa) in graphical and table format.

### 6.3 OPC aerosol penetration swatch test data

Data as indicated above (Section 5.2) for each fabric system (A, B, C and D) for each pressure difference (125 Pa and 25 Pa) in graphical and table format.

## 7. DATE OF DELIVERY

Blank

## 8. Language of Work

English.

## 9. Location of Work

The work shall be performed at the Contractor or Sub-contractor site.

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CCC No./N° CCC - FMS No./N° VME

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## **10.Travel**

No Crown or Contractor travel is required to carry out this work.

## **11.MEETINGS**

No face-to-face meetings between the Crown and the Contractor are required to complete this work. Meetings as required will be conducted via telephone or email.

## **12.GOVERNMENT SUPPLIED MATERIAL (GSM)**

**GSM 1:** The Crown will supply the Contractor with sufficient samples of material systems A, B, C and D to complete all SMPS and OPC aerosol penetration swatch testing.

## **13.GOVERNMENT FURNISHED EQUIPMENT (GFE)**

No GFE is necessary to complete the work stipulated in this contract.

## **14. ESTIMATED CASH FLOW**

FY 15/16- \$52,000.00

**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 Treasury Board Travel Directive ([http://www.tbsct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/td-dv\\_e.asp](http://www.tbsct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp)), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees" are applicable.

All travel must have prior authorization of the Technical Authority.

All payments are subject to government audit.

**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.: \$ \_\_\_\_\_**

**7. OTHER DIRECT CHARGES:** at actual cost without markup **Est.: \$ \_\_\_\_\_**

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(Specify what categories of direct charges.)

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

**9. STANDARD UNVIERSITY 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 Ceiling Price: \$ \_\_\_\_\_**

**(Applicable Taxes extra)**

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

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

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**ANNEX "C"**

**DISCLOSURES CERTIFICATION**

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

Contracting Authority	Technical Authority
Andrea Major	
Supply Officer	
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:** Aerosol Testing of Fabric Swatches

Please tick appropriate box:

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

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

OR

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**ANNEX "D"**

**MANDATORY CRITERIA, EVALUATION CRITERIA AND SELECTION METHOD**

**1. MANDATORY EVALUATION CRITERIA**

In their proposals, bidders must demonstrate they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration.

**Budgetary Restrictions**

- Price proposal does not exceed the established budget.

FAILURE TO MEET ANY OF THE MANDATORY CRITERIA AS STATED ABOVE WILL RESULT IN YOUR BID BEING DECLARED NON-COMPLIANT.

	CRITERIA	MET	NOT MET
	Firm's Experience		
<b>M1</b>	The bidder must be an Accredited Laboratory under the Standards Council of Canada, conforming with requirements of CAN-P-4E (ISO/IEC 17025:2005) <a href="http://www.iso.org/iso/catalogue_detail.htm?csnumber=39883">http://www.iso.org/iso/catalogue_detail.htm?csnumber=39883</a>		
<b>M2</b>	The bidder must have a Quality Management System applicable to research, development and laboratory analyses in the field of textiles and polymers certified and conforming to the requirements of ISO 9001:2008		
	Facilities and Equipment		
<b>M3</b>	The bidder must have access to a SMPS aerosol penetration swatch testing instrument. The aerosol must be oleic acid and the aerosol size range shall be 20 nm to 300 nm (0.02 to 0.3 µm). The instrument/apparatus must be capable of testing over a range of pressure difference from 1000 Pa to 25 Pa, or lower.		
<b>M4</b>	The bidder must have access to an OPC aerosol penetration swatch testing instrument. The aerosol must be oleic acid and the aerosol size range shall be 300 nm to 3000 nm (0.3 to 3 µm). The instrument/apparatus must be capable of testing over a range of pressure difference from 1000 Pa to 25 Pa, or lower.		

**2. POINT-RATED EVALUATION CRITERIA**

Offers will be rated as per the rating identified for each criteria and category. The Score will be determined by adding all points together to achieve a total score. Offers must achieve the minimum total score identified at the bottom of the table. Offers that fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

	POINT-RATED EVALUATION CRITERIA	Value	Weight	Score
	Firm's Experience			
<b>P1</b>	The bidder's Firm must have, at the minimum, 10 years of research, development and innovation		<b>10</b>	

	<p>experience, including in-house laboratory facilities and testing equipment</p> <p>10-15 years - 4 points  15-20 years - 6 points  &gt;20 years - 10 points</p>			
<b>P2</b>	<p>The bidder must demonstrate that it has the expertise to manage projects to deliver scientific or technical data – previous projects managed:</p> <p>3 projects - 4 points  4 to 7 projects - 7 points  More than 7 projects - 10 points</p>		<b>10</b>	
	Qualifications of Personnel			
<b>P3</b>	<p>The bidder's Firm must have, at the minimum, staff with a bachelor or PhD degree in science or engineering specialising in textiles, polymers or composites</p> <p>Bachelor degree - 5 points  Master Degree - 7 points  Ph. D degree - 10 points</p>		<b>10</b>	
	Maximum points available	<b>30</b>		
	Minimum points acceptable (80%)	<b>24</b>		
	Total points awarded			

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