



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

1550 d'Estimauville

Voir aux présentes - See herein

Québec

Québec

G1J 0C7

FAX pour soumissions: (418) 648-2209

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

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure,

800 rue de la Gauchetière Ouest

Voir aux présentes - See herein

Montréal

Québec

H5A 1L6

Title - Sujet Assembly Code Data Mining	
Solicitation No. - N° de l'invitation W7701-176483/A	Date 2017-10-13
Client Reference No. - N° de référence du client W7701-176483	
GETS Reference No. - N° de référence de SEAG PW-\$MTA-255-14564	
File No. - N° de dossier MTA-7-40014 (255)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-11-07	Time Zone Fuseau horaire Heure Normale du l'Est HNE
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hamel, Jonathan	Buyer Id - Id de l'acheteur mta255
Telephone No. - N° de téléphone (418) 649-2806 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: RDDC-R et D Défense Canda-Valcartier DRDC-Defence R&D Canada-Valcartier 2459 ROUTE DE LA BRAVOURE BATISSE 53 QUEBEC Québec G3J1X5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée Voir doc	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 annexes and attachments, 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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Financial and 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 following Annexes:

Annex A Statement of Work
Annex B Basis of Payment
Annex C DND 626 Task Authorization Form

The following Attachments:

Attachment 1 - Financial bid presentation sheet
Attachment 2 - Evaluation of price
Attachment 3 - Mandatory and Point rated technical and management criteria

1.2 Summary

Project Title

ASSEMBLY CODE DATA MINING FOR CLONE DETECTION

Description

Public Works and Government Services Canada (PWGSC) on behalf of Defense Research and Development Canada (DRDC) located in Valcartier, (Quebec), is seeking bids to select a contractor able to perform various tasks, on demand, in the field of software reverse engineering.

Period of Contract

From date of award for up to 60 months.

Intellectual Property

Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to the contractor

Security Requirements

There are no security requirements associated with this requirement.

Trade Agreements

This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA)

Canadian Content

The requirement is limited to Canadian goods and Canadian services.

Federal Contractors Program for Employment Equity

"The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications.

Task authorization

The work will be carried out entirely on an "as and when requested basis" using a Task Authorization (TA).

The estimated amount of available funding for this Contract is \$600,000.00, Applicable Taxes extra.

A contract with Task Authorizations (TAs) is a method of supply for services under which all of the work or a portion of the work will be performed on an "as and when requested basis". Under contracts with TAs, the work to be carried out can be defined but the exact nature and timeframes of the required services, activities and deliverables will only be known as and when the service(s) will be required during the period of the contract. A TA is a structured administrative tool enabling the Crown to authorize work by a contractor on an "as and when requested"

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 fifteen (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 (2017-04-27) 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

2.1.1 SACC Manual Clauses

A7035T **(2007-05-25)**, List of Proposed Subcontractors

2.2 Submission of Bids

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

Bid Receiving - PWGSC
1550, D'Estimauville Avenue
Quebec, Quebec
G1J 0C7

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

Definitions

For the purposes of this clause, «former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ()** **No ()**
If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- name of former public servant;
- date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force

Adjustment Directive? **Yes ()** **No ()**

If so, the Bidder must provide the following information:

- name of former public servant;
- conditions of the lump sum payment incentive;
- date of termination of employment;
- amount of lump sum payment;
- rate of pay on which lump sum payment is based;
- period of lump sum payment including start date, end date and number of weeks;
- number and amount (professional fees) of other contracts subject to the restrictions of a work force 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, preferably via email, at jonathan.hamel@tpsgc-pwgsc.gc.ca, no later than eight (8) 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.

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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 Quebec**.

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 Maximum Funding

The maximum funding available for the contract resulting from the bid solicitation is **\$600,000.00** (Applicable Taxes extra, as appropriate). Bids valued in excess of this amount will be considered nonresponsive. 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 and management Bid (5 hard copies and 3 soft copies on CD, DVD)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

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

3.1.1 Section I: Technical and management Bid

In their technical and management 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 and management 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.

3.1.2 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the following:

- (a) The information must be provided in accordance with the **Financial Bid Presentation Sheet at Attachment 1**.
- (b) No travel and living expenses will be paid for services provided within the Quebec Region (including DRDC Valcartier facilities). Further, Canada will not accept any travel and living expenses for travel between the contractor's place of business and the Quebec region (including DRDC Valcartier facilities). All these cost must be included in the firm all-inclusive hourly rates.
- (c) Prices must be in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

3.1.3 Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.1.4 Section IV: Additional Information

- Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.
- For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- Canada requests that bidders provide the following information:

Administrative representant :

Name : _____

Téléphone : _____

Facsimile : _____

E-mail : _____

Technical representant :

Name : _____

Téléphone : _____

Facsimile : _____

E-mail : _____

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 and management evaluation

4.1.1.1. Mandatory and point rated technical and management Criteria

Mandatory and Point Rated Technical and Management Criteria are described at Attachment 3 *Mandatory and Point Rated Evaluation Criteria*.

Criteria not addressed will be given a score of zero.

4.1.1.2 Bidder Experience

Except where expressly provided otherwise, the experience described in the bid must be the experience of one or more of the following:

1. 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); or
2. The Bidder's affiliates (i.e. parent, subsidiary or sister corporations), provided the Bidder identifies and demonstrates the transfer of know-how, the use of toolsets and the use of key personnel from the affiliate for the applicable criterion; or
3. The Bidder's subcontractors, provided the Bidder includes a copy of the teaming agreements and identifies the roles and responsibilities of all parties under the agreement and how their work will be integrated.

The experience of the Bidder's suppliers will not be considered.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Bidders must submit their financial bid according to **Section II: Financial Bid of Part 3** of the request for proposal

Bids which fail to meet the mandatory financial criteria will be declared nonresponsive. Bids valued in excess of this amount will be considered nonresponsive. This disclosure does not commit Canada to pay the maximum funding available.

4.1.2.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

For evaluation purposes only, the price of the bid will be determined as detailed in **Attachment 2, Evaluation of Price**.

4.2 Basis of Selection

4.2.1 Basis of Selection - Basis of Selection – Highest Combined Rating of Technical Merit and Price

- 1 To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory evaluation criteria;
 - (c) obtain the required minimum of 10 points (out of 20 points) for the "Management proposal" point-rated evaluation criteria
 - (d) obtain the required minimum of 40 points (out of 65 points) for the "Personnel directly involved in the project" point-rated evaluation criteria;
 - (e) obtain the required minimum of 50 points overall for all divisions of the point-rated evaluation criteria

The rating is performed on a scale of 105 points.
- 2 Bids not meeting (a) or (b) or (c) or (d) or (e) will be declared non-responsive;
- 3 The selection will be based on the highest combined rating of the Technical Merit (point-rated evaluation criteria: Merit, Feasibility and Management) and price. The ratio will be 70% for the point-rated evaluation criteria and 30% for the price.
- 4 To establish the Technical Merit score, the overall point-rated evaluation criteria score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6 For each responsive bid, the Technical Merit score and the pricing score will be added to determine its combined rating.
- 7 Neither the responsive bid obtaining the highest Technical Merit score nor, the one with the lowest evaluated price, will necessarily be accepted. The responsive bid with the highest combined rating of the point-rated evaluation criteria and price will be recommended for award of contract.
- 8 In the event that more than one responsive bid obtain the same combined rating of the Technical and price, the bid which obtained the highest rating for the Technical Merit will be recommended for award of a contract.

- 9 In the event that more than one responsive bid obtain the same combined rating of the Technical Merit and price, and the same rating for the Merit, Feasibility and Management, the bid which obtains the highest rating for the group of criteria "C - Personnel Directly Involved in the Project" will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
	Calculations		
Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating	84.18	73.15	77.70
Overall Rating	1^{er}	3^e	2^e

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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award

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.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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" 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture,

the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.3 Additional Certifications Precedent to Contract Award

5.3.1 Canadian Content Certification

This procurement is limited to Canadian goods and Canadian services.

The Bidder certifies that:

- () a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual

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

5.3.2 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. Failure to comply with the request may result in the bid being declared non-responsive.

5.3.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.3.4 Language Capability

The Bidder certifies that it has the language capability required to perform the Work, as stipulated in the Statement of Work.

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this requirement.

6.2 Financial Capability

SACC *Manual* clause A9033T (2012-07-16) Financial Capability

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 in Annex A and the Contractor's technical and Managerial Bid entitled _____, dated _____ on an as and when requested basis by the Canada during the contract period (**will be inserted at contract award**).

The obligation of all Work will take effect only when a Task Authorization (TA) has been approved and delivered in accordance with the clause titled "Task Authorization Process".

7.1.2 Task Authorization

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

7.1.2.1.1 Description of Task Authorization (TA) tasks

Canada will provide the Contractor with a description of tasks. The description of TA tasks will include information on activities to be performed, a description of the deliverables and a schedule indicating completion dates for the major activities or submission dates for the deliverables. It will also include the applicable bases and methods of payment as specified in the Contract.

More specifically, the description of TA tasks will include the following information:

- (a) the task number;
- (b) a detailed Statement of Work (SOW) for the task, outlining the activities to be performed and the deliverables (such as reports) to be submitted;
- (c) the required start and completion dates (if any);
- (d) a schedule of milestone completion dates for major work activities, deliverables and payments;
- (e) whether the work performance will require on-site activities at a given location;
- (f) the work site;
- (g) the level of security clearance required of the Contractor's personnel.

Where applicable, the description of TA tasks must also include the following:

- (a) a description of any travel requirements including the content and format of any required travel report;
- (b) the language profile required of the Contractor's personnel;
- (c) categories of key resources;
- (d) any other constraints that might affect task completion.

7.1.2.1.2 Contractor's TA proposal

Within **ten (10) business days** of receipt of the description of TA tasks, the Contractor must provide Canada with the proposed total estimated cost for performing the tasks and a breakdown of that cost, established in accordance with Appendix B – Basis of Payment of the resulting Contract. The Contractor must submit a quote, identifying its proposed resources and detailing the cost and time to complete the task(s). The proposal will be valid for **at least twenty (20) business days** from the

date on which the offer was received. The Contractor will not be paid for preparing or submitting the quote or for providing other information required to prepare and issue the TA. The Contractor must provide all information requested and related to preparation of the TA, within five business days of the request by Canada.

For each proposed resource, the Contractor's TA proposal must include the following, unless the proposed resource(s) was/were proposed and evaluated prior to contract award:

- A resumé for each of the proposed resources. The Contractor's proposal must demonstrate that each proposed resource meets the requirements set out in Appendix A – Statement of Work of the resource category for which it is proposed (including any educational requirements, work experience and professional designation or membership requirements. With respect to resumé and resources:

(a) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the work.

(b) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programs that were successfully completed by the resource by the date the Contractor submits its TA quote.

(c) For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal cooperative program at a post-secondary institution (where applicable).

(d) For any requirements that specify a particular time period (e.g. two years) of work experience, Canada will disregard any information about experience if the individual's resumé does not include the relevant dates for the experience claimed (i.e., the start date and end date indicated in months).

(e) The resumé must not simply indicate the title of the individual's position, but must also demonstrate that the resource has the required work experience by explaining responsibilities and work performed by the individual while in that position. Simply listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience. When directed by Canada, the Contractor must also provide a technical proposal including, if applicable, the following:

(a) a description of the understanding of the objectives and the scope of work;

(b) a description of the approach and methodology that will be used to perform the work;

(c) a description of the expected deliverables;

(d) an estimate of the expected degree of success;

(e) proposed deviations from the requirements;

(f) identification of the major risks and a risk mitigation plan;

(g) a comprehensive work schedule and prioritization of activities to be performed.

7.1.2.1.3 Approval of the Task Authorization

The Contractor must not begin the work until the approved TA has been received by Canada. The Contractor acknowledges that any work performed before the TA has been received will be done at the Contractor's own risk.

The work will be approved or confirmed by Canada through a Task Authorization Form – DND 626 in Annex C

7.1.2.2 Task Authorization Limit

The DND Procurement Authority may authorize individual task authorizations up to a limit of _____ (will be inserted at contract award) Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of these limits must be authorized by the Contracting Authority before issuance

7.1.2.3 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by The Procurement and Payment group at Defence Research and Development Canada - Valcartier, represented by the DND Procurement Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.1.2.4 Canada's Obligation - Portion of the Work - Task Authorizations

1. In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means 10% of Contract value, including the Firm and Task Authorizations parts of the Work.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

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-andguidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2040 (2016-04-04), General Conditions - Research & Development, apply to and form part of the Contract.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract *(will be inserted at contract award)*

From date of Contract award until _____.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jonathan Hamel
Title: Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch
601-1550, avenue d'Estimauville
Québec (Québec) G1J 0C7
Telephone: 418-649-2806
Facsimile: 418-648-2209
E-mail address: jonathan.hamel@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

7.5.2 Technical Authority *(will be inserted 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 administrative, programmatic and technical content of the Work under the Contract. These 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.

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7.5.3 Contractor's Representative *(will be inserted at contract award)*

Administrative representative :

Name : _____

Telephone : _____

Facsimile : _____

E-mail : _____

Technical representative :

Name : _____

Telephone : _____

Facsimile : _____

E-mail : _____

7.5.4 DND Procurement Authority *(to be completed 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.

7.6 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

One of the following basis of payment will be part of the approved Task Authorization (TA). The price of the TA will be established in conformity with Annex B – basis of payment of the contract

(i) **For the Work provided under a Task Authorization subject to a Firm Price:**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid a firm price in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

(ii) For the Work provided under a Task Authorization subject to a Ceiling Price:

The Contractor will be reimbursed its 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 the ceiling price specified in the approved TA. 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.

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

Ceiling price: A ceiling price is the maximum amount of money that may be paid to a contractor. By establishing a ceiling price, the contractor must fulfill all of its contractual obligations relative to the work to which this basis of payment applies without additional payment whether or not the actual costs incurred exceed the ceiling price.

(iii) For the Work provided under a Task Authorization subject to a Limitation of Expenditure :

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, 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 liability to the Contractor under the authorized TA being exceeded before obtaining the written approval of the Contracting Authority.

(iv) Travel and Living Expenses:

There will be no travel time or travel and living expenses payable for services rendered within 50 kilometres from Defence Research and Development Canada - Valcartier, located at 2459 Route de la Bravoure, Quebec City, Quebec.

For services rendered further than 50 kilometres from Defence Research and Development Canada - Valcartier, the Contractor will be paid its actual travel time in accordance with the hourly rates detailed in Annex B, Basis of Payment.

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the National Joint Council Directive, and

with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

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

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_____ **(will be inserted at contract award)**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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

Payments will be made not more frequently than once a month.

7.7.3.1 Depending on the method of payment specified in the applicable TA, one of the following methods of payment clauses will apply.

7.7.3.1.1 Single Payment (For a Firm Price TA, for a TA subject to a Limitation of Expenditure or a Ceiling Price)

Canada will pay the Contractor upon completion and delivery of the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

7.7.3.1.2 Milestone Payments (For a Firm Price TA)

For any task authorization issued under the Contract that includes a schedule of milestone payments to be made once specific portions of the work have been

completed and accepted, Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Task Authorization and the payment provisions of the Contract if:

- (a) an accurate and complete claim for milestone payment using PWGSC-TPSGC 1111, 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) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- (c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.7.3.1.3 Progress Payments (For a TA subject to a Limitation of Expenditure or a Ceiling Price)

- (a) Canada will make progress payments in accordance with the payment provisions of the Task Authorization and the Contract, no more than once a month, for costs incurred in the performance of the Work up to 90 percent of the amount claimed and approved by Canada if:
 - (i) an accurate and complete claim for payment using form PWGSC-TPSGC 1111, 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;
 - (ii) the amount claimed is in accordance with the Basis of Payment and the Task Authorization;
 - (iii) the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Task Authorization.
 - (iv) all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
- (b) The balance of the amount payable will be paid in accordance with the payment provisions of the Task Authorization and the Contract upon completion and delivery of all work required under the Task Authorization if the Work has been accepted by Canada and a final claim for the payment is submitted.
- (c) 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
C0305C (2014-06-26), Cost Submission

7.7.5 Discretionary Audit

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

7.8 Invoicing Instructions

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111. Form PWGSC-TPSGC 1111 is available at the following Website <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
 - (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - (c) the Task Authorization (TA) number;
 - (d) the description of the milestone invoiced, as applicable.
2. For TAs subject to a Limitation of Expenditure or a Ceiling Price, each invoice must be supported by :
 - (a) a list of all expenses, in accordance with the TA;
 - (b) a copy of time sheets to support the time claimed;
 - (c) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - (d) a copy of the monthly progress report.
 3. 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.
 4. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Contracting Authority for certification.

ATTN: Procurement support clerk - Claim
Public Works and Government Services Canada
601-1550 D'Estimauville
Québec, QC.
G1J 0C7

The Contracting Authority will then forward the original and two (2) copies of the claim to the Technical Authority for appropriate certification after inspection and acceptance of the Work takes place, and onward submission to the Payment Office for the remaining certification and payment.

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

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 **SACC Manual Clauses**

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

7.11 **Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (**will be inserted at contract award**).

7.12 **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 condition 2040 (2016-04-04), Research & Development (c)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, DND 626 form, Task Authorization
- (f) the signed Task Authorizations (including all of its annexes, if any) (*if applicable*);
- (g) the Contractor's bid dated _____, (**will be inserted at contract award**)

7.13 **Defence Contract**

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

7.14 **Foreign Nationals (Canadian Contractor)**

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

7.15 **Insurances**

SACC Manual clause G1005C (2016-01-28) Insurance – No specific requirement

7.16 **Progress Reports**

1. The Contractor must submit monthly reports, in electronic format, on the progress of the Work, to both the Technical Authority and the Contracting Authority.
2. The progress report must contain three parts:
 - (a) PART 1: The Contractor must answer the following three questions:
 - (i) Is the project on schedule?
 - (ii) Is the project within budget?
 - (iii) Is the project free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

- (b) PART 2: A narrative report, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing as a minimum:
 - (i) A description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.
 - (ii) An explanation of any variation from the work plan.
 - (iii) A description of trips or conferences connected with the Contract during the period of the report.
 - (iv) A description of any major equipment purchased or constructed during the period of the report.
- (c) PART 3: The "Contract Plan and Report Form", PWGSC-TPSGC 9143 (<http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/pdf/9143.pdf>), (or an equivalent form acceptable to the Contracting Authority) showing the following:
 - (i) Actual and forecast expenditure on a monthly basis for the period being covered. (Expenditures are to be outlined by month and by task.)

ATTACHMENT 1

FINANCIAL BID PRESENTATION SHEET

1. **LABOUR** : at firm all-inclusive rates (including profit and overhead, applicable taxes extra), in accordance with the following:

If the resource works for a subcontractor, bidders must also provide the name of the subcontractor

Labour Category	From the date of the contract and for the first year of the contract	For the second year of the contract	For the third year of the contract	For the fourth year of the contract	For the fifth year of the contract
Team leader (minimum 1 ressource) Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr
Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr
Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr
Programmer (minimum 1 ressource) Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr
Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr
Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr

2. **TRAVEL AND LIVING EXPENSES** :

- (a) Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
- (i) Services provided within the city of Québec (including the Defense Research and Development Canada – Valcartier site) and;

-
- (ii) any travel between the Contractor's place of business and the city of Québec (including the Defense Research and Development Canada – Valcartier site
- (b) For services to be provided outside the NCR, 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 Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>), and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”. The Treasury Board Secretariat’s Special Travel Authorities, http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/statb-eng.asp, also apply.
- (c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.
- (d) All travel must have prior authorization of the Technical Authority. All payments are subject to government audit.

3. **MATERIAL** : at actual cost without markup.

Estimated Cost to a Limitation of Expenditure: \$600 000.00

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.

ATTACHMENT 2

EVALUATION OF PRICE

For evaluation purposes only, the price of the bid will be determined as follows:

1 – Financial bid

Bidders must submit their financial bid in accordance with section **3.1.2 Section II: Financial Bid, of the Part 3 – Bid preparation instructions**

2 - Calculation of bid price

The bid price will be calculated as follows:

Bid price = Cost of labour

The Total Bid Price will be calculated as set out in section 3 below

The Bid Price will be evaluated on the basis of the following estimated level of effort:

Team Leader (TL)	20%
Programmer	80%

3 - Cost of labour:

To establish labour costs, the effort available in terms of hours (see last column in Table 4.1, below) must be determined. The effort available for each resource category will be calculated as follows:

$$\text{Effort available} = \frac{[\text{Total anticipated available funding}] \times [\text{Approximate percentage use}]}{[\text{Average hourly rate for the resource category}^*]}$$

The cost of labour for a given category (for a given bid) is then obtained by multiplying the effort available by the average hourly rate provided for the given category (for a given bid).

* If a proposed resource for a given category does not obtain the required minimum score for any of the criteria, this resource will not be considered for the Contract as well as for the calculations of the cost of labour for the given category.

Lastly, the cost of labour is calculated by adding the labour costs per category for a given bid.

For example:

- Anticipated funding for the work = \$600,000.00
- Percentage of use for "TL" = 20%
- If the average hourly rate for bid A = \$90, that for bid B = \$75 and that for bid C = \$80, then the average hourly rate for the resource category = \$81.66.

Therefore,

- Effort available $\$600,000.00 \times 0.20 / \$81.66 = 1469.51$ hours

and

- Labour costs for TL, bid a
=1469.51 hours x \$90 = \$132,255.90
- Labour costs for TL, bid b
=1469.51 hours x \$75 = \$110,213.25
- Labour costs for TL, bid c
=1469.51 hours x \$80 = \$117,560.80

4 - Sample calculations for the price of the three bids

Resource categories	% of use	Rate A	Price for A	Rate B	Price for B	Rate C	Price for C	Qty
Team Leader (TL)	20%	\$90.00	\$132,255.90	\$75.00	\$110,213.25	\$80.00	\$117,560.80	1469.51hrs
Programmer	80%	\$85.00	\$480,001.80	\$80.00	\$451,766.40	\$90.00	\$508,237.20	5647.08hrs
TOTAL :		\$612,257.70		\$561,979.65		\$625,798.00		

The “percentages of use” listed in the table are provided solely for the purpose of determining the estimated price for each bid. They represent approximate needs, provided in good faith, and should not be considered as a contractual guarantee.

These rates are provided as an example only and must not be interpreted as an indicator of the experience of the labour categories.

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ATTACHMENT 3

MANDATORY AND POINT RATED TECHNICAL AND MANAGERIAL CRITERIA

Assembly Code Data Mining for Clone Detection

Evaluation Criteria for Proposals

1. Mandatory Technical and Managerial Criteria

- a) The bidder must propose the minimum number of resources indicated below for each of the following categories (the same individual can be proposed for more than one resource category):
1. Category: "Team leader" (minimum 1 resource)
 2. Category: "Programmer" (minimum 1 resource)

2. Point-Rated Technical and Managerial Criteria

- The criteria groups are:
- A. Technical Proposal**
 - B. Managerial Proposal**
 - C. Personnel Directly Involved in the Project**
 - D. Corporate Capacity**

The maximum result of the rated requirements is 105 points.

Evaluation Criterion		Maximum	Minimum
A. Technical Proposal		10	
1. Understanding of the Scope and Objectives		10	
The Bidder should demonstrate in its own words and in a clear manner that it has understood the context, scope and objectives of the statement of work. The demonstrated understanding of the context, scope and objectives should be comprehensive and not limited to the description contained in the statement of work.	The Generic Evaluation Table (Table 1) will be used to evaluate this criterion. Refer to it for the definition of Exceptional, Average, Acceptable, Weak and Very Weak. 10 – Exceptional 8 – Average 6 – Acceptable 4 – Weak 0 – Very weak		

Evaluation Criterion		Maximum	Minimum
B. Managerial Proposal		20	10
1. Adequacy of the Project Management Process		10	
The Bidder should describe the project management process. The Bidder should demonstrate that the process is flexible enough to manage risks and issues using a formal procedure, and that it includes the production of meeting minutes to record participants and decisions.	The Generic Evaluation Table (Table 1) will be used to evaluate this criterion. Refer to it for the definition of Exceptional, Average, Acceptable, Weak and Very Weak. 10 – Exceptional 8 – Average 6 – Acceptable 4 – Weak 0 – Very Weak		
2. Adequacy of the Proposed Project Structure and Organization		10	
The Bidder should describe the role and associated responsibilities of each resource. The Bidder should demonstrate that the assignment of resources to roles and activities meets the objectives described in the statement of work.	The Generic Evaluation Table (Table 1) will be used to evaluate this criterion. Refer to it for the definition of Exceptional, Average, Acceptable, Weak and Very Weak. 10 – Exceptional 8 – Average 6 – Acceptable 4 – Weak 0 – Very Weak		

Evaluation Criterion		Maximum	Minimum
C. Personnel Directly Involved in the Project		65	40
Notes: <ul style="list-style-type: none"> The Bidder should provide the names and résumés of the proposed resources. The same person can be proposed for more than one resource category. Each individual will be evaluated separately, and the total score for the criterion will be the average. The minimum score indicated should be achieved by the team average and not by each of the proposed resources. The months of experience are defined by the number of months that the proposed resource has worked on relevant projects with the rated items. The bidder should provide sufficient information to enable a complete evaluation of each experience element for each resource. If the information provided is insufficient to confirm the relevance of the requested experience, no points will be awarded to the bidder for that experience. The minimum information required in order to evaluate the relevant experience is: <ul style="list-style-type: none"> Title of the project; Client name, including the name and telephone number of a client contact person who can confirm the information; Start and end dates; Brief description; Relevant involvement and responsibility of the resources proposed for the project; Number of months that the proposed resources worked on the project. 			
1. Team Leader (TL) Experience in Leading and Managing R&D Teams and R&D Contracts		10	
10 – Excellent	The TL has both led a software R&D team and been the principal researcher or team leader for at least two R&D contracts in the last five years.		
8 – Good	The TL has both led a software R&D team and been the principal researcher for one R&D contract in the last five years.		
5 – Limited	The TL has led a software R&D team but has not been the principal researcher for a R&D contract in the last five years.		
0 – Inadequate	The TL has not led a software R&D team or been the principal researcher for a R&D contract in the last five years.		
2. TL Academic Training in Data Mining		10	
10 – Excellent	The TL has a Ph.D. with a specialization in data mining.		
6 – Adequate	The TL has a master's degree with a specialization in data mining.		
0 – Inadequate	The TL does not have a Ph.D. or a master's degree with a specialization in data mining.		
3. TL Publications on Data Mining		10	
10 – Excellent	The TL has authored or co-authored at least ten articles on data mining in conferences or scientific journals in the last five years.		

6 – Adequate	The TL has authored or co-authored at least five articles on data mining in conferences or scientific journals in the last five years.		
4 – Limited	The TL has authored or co-authored at least one article on data mining within his/her organization in the last five years.		
0 – Inadequate	The TL has not authored or co-authored any articles or reports on data mining in the last five years.	10	
4. TL Experience in Prototype Development			
10 – Excellent	The TL has led the development of at least one data mining and assembly code analysis prototype.		
5 – Adequate	The TL has led the development of at least one data mining or assembly code analysis prototype.		
0 – Inadequate	The TL has not led the development of any data mining or assembly code analysis prototypes.	10	
5. Programmer's Experience in C/C++			
10 – Excellent	The team member has at least two years of experience in C/C++ programming.		
6 – Adequate	The team member has between one and two years of experience in C/C++ programming.		
4 – Limited	The team member has between six months and one year of experience in C/C++ programming.		
0 – Inadequate	The team member has less than six months of experience in C/C++ programming.	10	
6. Programmer's Experience in Java			
10 – Excellent	The team member has at least two years of experience in Java programming.		
6 – Adequate	The team member has between one and two years of experience in Java programming.		
4 – Limited	The team member has between six months and one year of experience in Java programming.		
0 – Inadequate	The team member has less than six months of experience in Java programming.	5	
7. Programmer's Experience in IDA Pro plug-ins Development			
5 – Excellent	The team member has at least six months of experience developing IDA Pro plug-ins.		
3 – Adequate	The team member has between three and six months of experience developing IDA Pro plug-ins.		
0 – Inadequate	The team member has less than three months of experience developing IDA Pro plug-ins.		

	Maximum	Minimum
D. Corporate Capacity Note: The Bidder should describe each contract as follows: <ul style="list-style-type: none"> • Title; • Client name, including the name and telephone number of a client contact person who can confirm the information; • Start and end dates; • Brief description; • Relevant involvement and responsibility of the Bidder as part of the project. 	10	
1. Bidder's Accomplishments 10 – Excellent The Bidder has successfully completed at least two data mining software R&D contracts worth at least \$20,000 with respect to the deliverables specified in the contracts and within the available budget and schedule in the last five years. 5 – Adequate The Bidder has successfully completed one data mining software R&D contract worth at least \$20,000 with respect to the deliverables specified in the contract and within the available budget and schedule in the last five years. 0 – Inadequate The Bidder has not completed any data mining software R&D contracts worth at least \$20,000 with respect to the deliverables specified in the contracts and within the available budget and schedule in the last five years.	10	
Total	105	50

Table 1: Generic Evaluation Table

Very Weak 0 Points	Weak 4 Points	Acceptable 6 Points	Average 8 Points	Exceptional 10 Points
In general, does not meet the requirements.	Lack of details.	Barely meets the requirements.	Meets the requirements.	Significantly exceeds the requirements.
In general, shows weaknesses that can unlikely be corrected.	Shows minor weaknesses that can be corrected.	Shows weaknesses that can easily be corrected.	No significant weaknesses.	No weaknesses.
Extremely weak, impossible to meet the performance requirements.	Weak ability to meet the performance requirements.	Minimum acceptable ability, should meet the minimum performance requirements.	Average ability, should be capable of delivering effective results.	Exceptional ability, should ensure delivery of extremely effective results.

ANNEX A

STATEMENT OF WORK

TITLE

ASSEMBLY CODE DATA MINING FOR CLONE DETECTION

BACKGROUND

Software reverse engineering is a manually intensive and time-consuming process whose objective is to determine the functionality of a program. It consists in taking a program's executable binary, translating it into assembly code, and then manually analyzing the resulting assembly code. Most of the steps involve translating assembly code into a series of abstractions that represent the overall flow of a program to determine its functionality. The learning curve to master reverse engineering is quite steep; once mastered, however, the process is hindered when a program is obfuscated by anti-reversing techniques or actively tries to avoid detection, as most malware do. The demanding requirements of reverse engineering, combined with today's proliferation of malware, have resulted in the very few available reverse engineers being quickly saturated.

During the last few years, the sophistication of malware has evolved considerably and has thus complicated the reverse engineering process. While malware used to consist of small programs written mostly in assembly, which spread by infecting other executable files, today's malware is written using high-level languages and comes in many forms (e.g., botnets, rootkits, malicious document files). Each new malware variant improves on the previous one by adding new capabilities and fixing bugs. Also, as developing stealthy and persistent malware requires a high degree of technical complexity, it is quite common for code fragments to be reused between different malware.

The fact that malware authors share source code among themselves, have adopted a versioning approach and use evasion techniques to bypass antivirus detection has resulted in a proliferation of malware. Reverse engineers should thus leverage code reuse in the production of malware and be able to correlate different malware to identify similarities between them and, thereby, the code fragments they share. This would prevent reverse engineers from reanalyzing the code fragments of a new malware which have already been analyzed in a previous context.

The problem of correlating different code fragments is closely related to the research area of clone detection. As part of a previous project, DRDC Valcartier developed the Kam1n0 prototype to automate the assembly code clone detection process.

The current project consists of, but is not limited to:

1. Investigating and creating new data mining techniques for assembly code clone detection, together with their associated theoretical foundations and algorithms.
2. Designing prototypes of the newly created data mining techniques and integrating them into Kam1n0.
3. Conducting experiments to evaluate the precision, recall and scalability of the new

techniques.

ACRONYMS

DRDC Defence Research and Development Canada
TATask Authorization
VTC Video Teleconference

APPLICABLE DOCUMENTS AND REFERENCES

None.

TASKS

The following tasks are to be performed on an as-and-when-requested basis using a Task Authorization (TA).

5.1 Data Mining Techniques Design and Prototyping – The contractor must:

- i. Identify the limitations of the Kam1n0 prototype with respect to assembly code clone detection.
- ii. Prioritize the limitations according to the needs of DRDC and its clients. The priorities will be reviewed and validated by DRDC.
- iii. Evaluate the time required to address the prioritized limitations and select the one(s) that can be addressed within the allocated time.
- iv. Investigate and create new data mining techniques to address the selected limitation(s).
- v. Design, implement and integrate into Kam1n0 the prototypes of the newly created techniques.
- vi. Build a collection of open source projects, which will be determined by the Technical Authority.
- vii. Using the collection of open source projects, design and conduct an experiment to measure the precision, recall and scalability of the newly implemented data mining techniques.
- viii. Implement solutions for the limitations and correct the bugs identified during the experiment.
- ix. Repeat steps iii to viii based on the experiment results, within the allocated time.

5.2 Functionality Design and Prototyping – The contractor must:

- i. Identify the limitations of the Kam1n0 prototype with respect to its functionalities.
- ii. Prioritize the limitations according to the needs of DRDC and its clients. The priorities will be reviewed and validated by DRDC.
- iii. Evaluate the time required to address the prioritized limitations and select the one(s) that can be addressed within the allocated time.
- iv. Design, implement and integrate into Kam1n0 the new functionalities to address the selected limitation(s).
- v. Build a collection of open source projects, which will be determined by the Technical Authority.
- vi. Use the collection of open source projects to test the newly implemented functionalities and their scalability.

- vii. Implement solutions for the limitations and correct the bugs identified during the tests.
- viii. Repeat steps iii to vii based on the test results, within the allocated time.

5.3 Plug-in Development – The contractor must:

- i. Identify the functionalities of the Kam1n0 prototype which should be implemented as a plug-in for a reverse engineering tool. The latter will be determined by the Technical Authority but could include, for example, IDA Pro and BinNavi.
- ii. Prioritize the functionalities according to the needs of DRDC and its clients. The priorities will be reviewed and validated by DRDC.
- iii. Evaluate the time required to implement the prioritized functionalities and select the ones which can be addressed within the allocated time.
- iv. Design and implement a plug-in for the selected functionalities.
- v. Build a collection of open source projects, which will be determined by the Technical Authority.
- vi. Use the collection of open source projects to test the plug-in and its scalability.
- vii. Implement solutions for the limitations and correct the bugs identified during the tests.
- viii. Repeat steps iii to vii based on the test results, within the allocated time.

5.4 Intermediate Representation – The contractor must:

- i. Select an intermediate representation for assembly code according to the needs of DRDC and its clients. This could include, for example, the Reverse Engineering Intermediate Language (REIL), Valgrind's IR (VEX) and the Binary Analysis Platform Intermediate Language (BAP IL). The selected representation will be reviewed and validated by DRDC.
- ii. Design, implement and integrate into Kam1n0 new functionalities for assembly code clone detection using the selected intermediate representation.
- iii. Build a collection of open source projects, which will be determined by the Technical Authority.
- iv. Using the collection of open source projects, design and conduct an experiment to measure the precision, recall and scalability of the implemented intermediate representation.
- v. Implement solutions for the limitations and correct the bugs identified during the experiment.

5.5 Intermediate Representation Translator – The contractor must:

- i. Design and implement a translator for a processor architecture not supported by the intermediate representation selected at 5.4. The processor architecture will be determined by the Technical Authority.
- ii. Build a collection of open source projects, which will be determined by the Technical Authority.
- iii. Using the collection of open source projects, design and conduct an experiment to measure the precision, recall and scalability of the newly implemented translator.
- iv. Implement solutions for the limitations and correct the bugs identified during the experiment.

5.6 Security Product Evaluation – The contractor must:

- i. Build a collection of open source projects, which will be determined by the Technical Authority.

- ii. Apply a security product, to be provided by the Technical Authority, to each of the open source projects.
- iii. Using the collection of open source projects, design and conduct an experiment to measure the precision, recall and scalability of the Kam1n0 prototype by detecting code clones between the protected and unprotected versions of each open source project.
- iv. Based on the results of the experiment, identify Kam1n0's limitations against the security product.
- v. Prioritize the limitations according to the needs of DRDC and its clients. The priorities will be reviewed and validated by DRDC.
- vi. Evaluate the time required to address the prioritized limitations and select the one(s) that can be addressed within the allocated time.
- vii. Investigate and create new data mining techniques to address the selected limitation(s).
- viii. Design, implement and integrate into Kam1n0 the prototypes of the newly created techniques.
- ix. To test the newly implemented data mining techniques, conduct the same experiment a second time and measure the precision, recall and scalability of the newly implemented data mining techniques in Kam1n0.
- x. Address the limitations and bugs identified during the experiment.
- xi. Repeat steps vi to x based on the experiment results, within the allocated time.

5.7 External Research Results Validation – The contractor must:

- i. Read and analyze from approximately one to five research papers, to be provided by the Technical Authority, published in the scientific literature.
- ii. Reproduce the context and methodology described in the paper(s) to generate the research results.
- iii. Report on the reproducibility of the research results and on the applicability of using the original published research work for DRDC's purposes.

5.8 State-of-the-art Report – The contractor must:

- iv. Collect research papers on a topic to be determined by the Technical Authority.
- v. Read, analyze, categorize and summarize each research paper.
- vi. For each article, provide a critical assessment on the significance of the approach and published solution.

RELATIVE FREQUENCY OF EACH TASK

For information, throughout the duration of the TA contract, the frequency of occurrence of each task is expected to be as follows:

Task	Frequency
5.1	25%
5.2	20%
5.3	15%
5.4	20%
5.5	10%
5.6	5%
5.7	2.5%
5.8	2.5%
	100%

Deliverables

Each TA will contain a detailed description of the deliverables required. Examples of deliverables could be:

- A report and presentation summarizing the work done as part of the TA.
- The prototype source code, with its compilation and usage instructions.
- The data set used to conduct the experiment.

DATE OF DELIVERY

The delivery date will be specified in the statement of work of each TA.

LANGUAGE OF WORK

French and/or English.

LOCATION OF WORK

The work must be performed on the contractor's site.

TRAVEL

The contractor is not required to travel.

MEETINGS

Upon contract award, a kick-off meeting, organized by the Technical Authority, will be held by video teleconference (VTC).

At the beginning and end of each TA, a VTC organized by the Technical Authority will be held.

Solicitation No. - N° de l'invitation
W7701-166483/A
Client Ref. No. - N° de réf. du client
W7701-17-6483

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-7-40014

Buyer ID - Id de l'acheteur
MTA255
CCC No./N° CCC - FMS No./N° VME

Also, to ensure that the project is on schedule, within budget and free of any areas of concern in which the assistance or guidance of the Technical Authority is required, VTC sessions and telephone conversations will be held, at the discretion of the Technical Authority.

ANNEX B

BASIS OF PAYMENT (to be completed before award of the contract)

2. **LABOUR** : at firm all-inclusive rates (including profit and overhead, applicable taxes extra), in accordance with the following:

If the resource works for a subcontractor, bidders must also provide the name of the subcontractor.

Labour Category	From the date of the contract and for the first year of the contract	For the second year of the contract	For the third year of the contract	For the fourth year of the contract	For the fifth year of the contract
Team leader (minimum 1 ressource) Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr
Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr
Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr
Programmer (minimum 1 ressource) Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr
Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr
Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr

2. **TRAVEL AND LIVING EXPENSES** :

- (a) Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:

-
- (i) Services provided within the city of Québec (including the Defense Research and Development Canada – Valcartier site) and;
 - (ii) any travel between the Contractor's place of business and the city of Québec (including the Defense Research and Development Canada – Valcartier site)
- (b) For services to be provided outside the NCR, 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 Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". The Treasury Board Secretariat's Special Travel Authorities, http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/statb-eng.asp, also apply.
- (c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.
- (d) All travel must have prior authorization of the Technical Authority. All payments are subject to government audit.

3. **MATERIAL** : at actual cost without markup.

Estimated Cost to a Limitation of Expenditure: \$600 000.00

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.

Solicitation No. - N° de l'invitation
W7701-166483/A
Client Ref. No. - N° de réf. du client
W7701-17-6483

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-7-40014

Buyer ID - Id de l'acheteur
MTA255
CCC No./N° CCC - FMS No./N° VME

ANNEX C

DND 626 TASK AUTHORIZATION FORM

The DND 626, *Task Authorization Form*, which is enclosed, is to be inserted at this point and forms part of this document.