



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage , Phase III**  
**Core 0B2 / Noyau 0B2**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**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**

Science Procurement Directorate/Direction de l'acquisition  
de travaux scientifiques  
11C1, Phase III  
Place du Portage  
11 Laurier St. / 11, rue Laurier  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> DIRP Call 3 • CFP		
<b>Solicitation No. - N° de l'invitation</b> W7714-196613/A		<b>Date</b> 2018-08-23
<b>Client Reference No. - N° de référence du client</b> W7714-196613		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$\$V-035-33761		
<b>File No. - N° de dossier</b> 035sv.W7714-196613	<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 2018-10-04</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hulse, Joseph		<b>Buyer Id - Id de l'acheteur</b> 035sv
<b>Telephone No. - N° de téléphone</b> (613) 203-1159 ( )		<b>FAX No. - N° de FAX</b> (819) 997-2229
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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>



## **DEFENCE INNOVATION RESEARCH PROGRAM (DIRP)**

### **CALL FOR PROPOSALS (CFP)**

#### **Call 3**



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## **PART 1 – GENERAL INFORMATION**

### **1.1 Introduction**

This document presents the instructions for Bid submission, selection, set-up and execution for the Call for Proposals (CFP) - Call 3 for the Defence Innovation Research Program (DIRP) led by Defence Research and Development Canada (DRDC).

### **1.2 Summary**

The DIR Program is led by DRDC. As an Agency of the Department of National Defence (DND), DRDC responds to the scientific and technological needs of the Canadian Armed Forces (CAF).

DIRP is designed to provide research and innovation opportunities to the Canadian Defence and security innovation and academic base through the provision of cost-shared contracts and scientific support. The goal of the DIRP is to benefit Canada by introducing new and innovative technologies into the DND and the CAF. The program also supports the strategic research interests of the CAF, the strategic objectives of DRDC, and research and opportunities for the Canadian Defence and security innovation base in order to create enduring Defence capabilities in Canada. DIRP is about fulfilling a gap and providing direct benefit to Canada, achieving objectives and assisting in delivering on DRDC's mandate. The DIRP is intended for DRDC to gain knowledge from industry and academia-initiated research innovations relevant to the Defence of Canada.

The DIRP CFP - Call 3 is intended for potential Bidders who wish to submit proposals for the DIRP science and technology (S&T) cost-shared program. This CFP - Call 3 provides specific instructions for potential Bidders who wish to submit proposals to the DIRP, and outlines the process by which proposals are prepared, evaluated, selected, and funded.

Bidders are invited to submit proposals to address the defined Strategic Objectives identified herein. The information provided will result in the proposals being evaluated against mandatory and point-rated criteria and other requirements stipulated in the CFP – Call 3.

#### **1.2.1 Requirement**

DRDC has a requirement to address the following Strategic Objective in the context of evolving (advancing / enhancing) mine hunting sensors and processing:

1. Low Frequency Wideband Sonar Development

#### **1.2.2 Strategic Objectives**

DRDC has a mandate to support research and innovation focused on the Royal Canadian Navy's (RCN's) requirements for active Naval Mine Countermeasures (NMCM), which forms part of the Underwater Warfare program. As part of this, DRDC is investigating new low frequency wideband acoustic sensors, sensing methodologies and data processing techniques that will improve the detection, classification, and identification of priority mine threats.

Traditionally, NMCM route survey operations have been performed using high-frequency (> 100 kHz) sonars that operate in a side-looking stripmap mode and create acoustic images of the underwater battlespace. At these frequencies, achievable spatial resolutions tend to be high but the functional ranges are limited. While synthetic aperture processing can mitigate the above trade-off, low frequency wideband sensors have the potential to improve area coverage rates even further while retaining a high spatial resolution.



Current active NMCM operations with high-frequency imaging sonars suffer from high false alarm rates in cluttered environments, despite the high spatial resolutions achieved by the sensors. This is because high frequency acoustic imaging can only convey external target information, i.e. geometric shape. A low frequency wideband sensor operating in the structural acoustics regime (1 – 50 kHz) would convey a complex combination of both geometric (external) and elastic (internal) scattering information. This elastic scattering contains information about an object's composition, and internal structure. As such, low frequency sensors may provide a significant capability to discriminate between targets of interest and reduce false alarm rates. Finally, because sound waves at low frequencies can propagate throughout sediments, low frequency wideband sensors may provide a capability against partially and fully buried targets. For further background on this research, the Low Frequency Wideband Factsheet is provided. Note that this is solely intended to provide further context and to outline the state of current research.

Proposed Innovations must demonstrate how they respond to and address the following Strategic Objective:

**(I) Strategic Objective – Low Frequency Wideband Sonar Development:**

Develop a low frequency wideband imaging sonar that operates in the structural acoustics regime with emphasis on the 2–32 kHz frequency band.

The proposed sensor should be suitable for integration onto medium to large unmanned underwater vehicle (UUV). The sensor should operate in a side-looking stripmap mode configuration to achieve operationally relevant coverage rates. Obtainable image resolutions should be comparable to those of existing high frequency imaging sonars. The sonar should be capable of sensing techniques which exploit the scattering characteristics specific to the structural acoustics regime.

Proposed Innovations must lead to technology that the Government of Canada can utilize in, present or future, laboratory and operational environments.

### **1.3 Call for Proposals Procurement Approach**

This CFP process involves a two-stage procurement process:

Stage 1: Proposal Submission, Evaluation and Selection  
Stage 2: Contracting

The information provided in Stage 1 will be used to establish a pool of pre-qualified proposals. Proposals selected for funding from the pool of pre-qualified proposals will be subject to Stage 2.

The establishment of the pool of pre-qualified proposals and the selection of proposals for funding does not constitute a guarantee on the part of Canada that a contract will be awarded.

In addition, no payment will be made for costs incurred in the preparation, submission, and contract negotiation related to a proposal under this CFP. Costs associated with these activities, including the development of any supporting documentation and any Bidder costs incurred associated with the submission of the proposal, are the sole responsibility of the Bidder.



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## 1.4 Trade Agreements

The Canadian Free Trade Agreement (CFTA), applies to this procurement. The CFP process is organized in a manner consistent with the principles of the CFTA in terms of equal access, fairness, and transparency and is open to public and private sector entities.

This procurement is excluded from the North American Free Trade Agreement (NAFTA) as per Annex 1001.1b-2 Research and Development, all classes, excluded from the application of the World Trade Organization – Agreement on Government Procurement (WTO-AGP) under Appendix 1, Annex 4, as well as excluded from the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

## 1.5 Security Requirements

There may be security requirements associated with the resulting contracts. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Industrial Security Program (ISP) of PWGSC at <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng>.

## 1.6 Canadian Content

This procurement is limited to Canadian goods and Canadian services.

## 1.7 Controlled Goods Program

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

## 1.8 Employment Equity

The Federal Contractors Program (FCP) for employment equity may apply to this procurement (see Part 5 – Certifications and Additional Information).

## 1.9 Conflict of Interest

A successful Bidder (the Contractor), its subcontractor(s) or any of their agent(s) directly or indirectly involved in the performance of the work and/or in the production of the deliverables under any resulting contract will not be precluded from bidding on any potential future CFP related to the production or exploitation of any concept or prototype developed or delivered.

## 1.10 Comprehensive Land Claims Agreements (CLCA)

Depending on the proposal received, the region of delivery for the goods and/or services may be in an area subject to Comprehensive Land Claims Agreements (CLCAs). If this occurs, the procurement will be subject to the applicable CLCA.



## 1.11 Contracting

Once a proposal has been pre-qualified, the Bidder will participate in the development of a Statement of Work (SOW) based on the Bidder's pre-qualified proposal. The SOW will form part of any resulting contract. The price will be subject to negotiation. The Bidder may be required to provide additional information such as financial information to demonstrate its capacity to undertake the Work and price support to demonstrate the costs are fair and reasonable.

## 1.12 Terminology

Further to all other definitions in this document, whenever the "Terms" listed beneath appear, they are to be substituted by the "Replacement Terms" below.

TERM	REPLACEMENT TERM
Bid	Proposal (of Innovation)
Bid Solicitation	Call for Proposals (CFP) - Call 3
Bid Submission	Proposal (of Innovation)
Bidder	Innovator
Bidder's Guidebook	Call for Proposals (CFP) - Call 3
Project	Innovation
Proposal	Innovation
Request for Bids	Call for Proposals (CFP) - Call 3
Solicitation	Call for Proposals (CFP) - Call 3
TBD	To be determined
PSPC	PWGSC

### **Key Definitions:**

**Innovation:** a discrete activity that has recognizable start and end dates, deliverables, and staff loading, and involves research risk, generation of IP, or advancement of Technology Readiness Level (TRL).

### **LIST OF ACRONYMS AND ABBREVIATIONS**

CAF	Canadian Armed Forces
CFP – Call 3	Call for Proposals – Call 3
DDP	Delivered Duty Paid
DGNFD	Director General Naval Force Development
DIRAC	Defence Innovation Research Advisory Committee
DIRP	Defence Innovation Research Program
DND	Department of National Defence
DRDC	Defence Research and Development Canada
NMCM	Naval Mine Countermeasures
R&D	Research and Development
RCN	Royal Canadian Navy
S&T	Science and Technology
TBS	Treasury Board Secretariat
TRL	Technology Readiness Level





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## 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.

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference to and form part of the bid solicitation, and are amended as follows.

#### a) Section 04, Definition of a Bidder:

**Delete:** "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors

**Insert:** "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both.

#### b) Section 05, Submission of Bids, Subsection 5.4:

**Delete:** Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation,

**Insert:** Bids will remain open for acceptance for a period of not less than 365 days from the closing date of the bid solicitation,

#### c) Section 14, Price Justification:

**Delete:** In the event that the Bidder's bid is the sole responsive bid received,

**Insert:** For all Pre-Qualified Proposals eligible for Contract award,

### 2.2 Submission of Bids

Bids must be submitted only to PWGSC Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

### 2.3 Who May Submit a Bid

Any Innovator (i.e., company or academic institution) may submit a bid. Bidders must certify that at least fifty (50) percent of the total bid price for the work performed under the Innovation will be provided by individuals based in Canada.

Bidders may submit more than one bid.



## **2.4 Enquiries about the CFP**

To ensure the integrity of the competitive procurement process, all enquiries and other communications regarding this bid solicitation must be directed to the Contracting Authority identified below. Failure to comply with this requirement may result in the bid being declared non-responsive. PWGSC Contracting Authority:

Joseph Hulse  
Public Works and Government Services Canada  
Telephone: 613-203-1159  
E-mail: [joseph.hulse@tpsgc-pwgsc.gc.ca](mailto:joseph.hulse@tpsgc-pwgsc.gc.ca)

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 Public Announcements**

As a courtesy and in order to coordinate any public announcements pertaining to any resulting contract, Canada requests that successful Bidders notify the Contracting Authority (who will be named during the contract stage) five (5) business days in advance of their intention to make public an announcement related to a contract award. Canada retains the right to make primary contract announcements.

## **2.6 Sensitive or Proprietary Information**

The contents of all bids will be considered sensitive and will be maintained in confidence by DRDC, DND, PWGSC and expert reviewers throughout the evaluation and selection process. Any release of this information outside the selection process requires the expressed agreement of the Bidder(s).

## **2.7 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their



choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **3.1 Bid Preparation Instructions**

Bids should not be marked "Secret", "Confidential", or "Restricted" as those denote classified documents. The annotation *"Innovation Proprietary Information (or "Bid" or "Proposal" or "Innovation submission" or similar) – Unauthorized Disclosure Prohibited"*, however, is acceptable.

#### **PROTECTED - BUSINESS INFORMATION**

This information may be disclosed only to those Public Servants having a need to know for the purposes of advising or assessing. Anyone improperly divulging this information may be prosecuted under the provisions of the Criminal Code of Canada.

Canada requests that Bidders provide their bid in separate, unbound sections as follows:

Section I: Technical Bid (4 hard copies and 1 soft copy in PDF format on CD)

Section II: Financial Bid (1 hard copy and 1 soft copy in Excel format on CD)

Section III: Certifications (one 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.

Unless otherwise indicated, prices are to appear in the financial bid only. No prices should 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.

#### **3.2 Section I: Technical Bid**

**3.2.1** 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.



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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.

- 3.2.2** Bidders may submit one or more Innovations, but must submit a separate bid for each proposed Innovation. Each bid will be evaluated separately on its own merit.

### **3.3 Section II: Financial Bid**

- 3.3.1** Bidders must complete the Financial Bid Presentation Sheet - Cost Breakdown in accordance with Attachment 2 to Part 3. The total amount of Applicable Taxes must be shown separately.

- 3.3.2** The Financial Bid will be negotiated in accordance with the Statement of Work once it is finalized and must be in accordance with Canada's standard Contract Cost Principles 1031-2. More information can be found at: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6>.

For academic institutions, prices must be in accordance with 10.40 of the Supply Manual (see: <https://buyingandselling.gc.ca/policy-and-guidelines/supply-manual/section/10/40>).

- 3.3.3** The Bidder must also provide a Price Certification as set out in Part 5.

#### **3.3.4 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

### **3.4 Eligible Costs**

Funds can only be used for incremental resourcing costs associated with delivering a project - for example, material and supplies (tangible consumables goods), equipment rentals, subcontractors, labour. Therefore, funds can only be used for expenditures that are not amortized.

Travel expenses must be compliant with the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees" and be justified in the work plan (see Annex D.)

### **3.5 Section III: Certifications**

Bidders must submit the certifications required under Part 5.



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**ATTACHMENT 1 TO PART 3 -**

**TECHNICAL BID - INNOVATION TEMPLATE**

**GENERAL INNOVATION INFORMATION**

This document should be completed on Bidder letterhead.

**PART 1: INNOVATION INFORMATION**

**INNOVATION TITLE:**

**Version #:**                      **Date:**

**STRATEGIC OBJECTIVE ADDRESSED**

Identify and briefly describe how the proposed innovation will address the Strategic Objective.

**EXECUTIVE SUMMARY:**

Briefly describe the background and the general overall objectives of the proposed Innovation. What is the estimated cost and duration (in months) for the proposed Innovation?

Brief overview of the following:

- 1.1 General nature of Bidder's business, geographic market and industry sector;
- 1.2 Management team and background (current and for the proposed Innovation);
- 1.3 R&D/Engineering/Technical capability;
- 1.4 Existing product lines and nature of and health of targeted market for such product;
- 1.5 Summary of previous DRDC support, if it existed, including technical and commercial outcomes to date.

The DIRP is unable to consider Innovations that have already received funding from the Government of Canada, or from Canadian provincially or municipally funded programs.

**PART 2: ADDITIONAL INFORMATION**

**1. INTELLECTUAL PROPERTY OWNERSHIP**

Provide a clear statement regarding ownership and rights to use any background IP in the Innovation. Identify any background technology to be applied to the Innovation that is not exclusively the property of the Bidder or which is not provided by the Government of Canada under a licensing arrangement. Who will own the technology resulting from this Innovation? If not the Bidder, please explain who will and why.



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**ATTACHMENT 2 TO PART 3 -**

**FINANCIAL BID**

**2.0 COSTING AND FINANCIAL INFORMATION:**

Attachment 2 is provided as a separate Microsoft Excel document downloadable from [buyandsell.gc.ca](http://buyandsell.gc.ca).

Please complete Attachment 2, which includes the following form, as part of the Innovation submission:

- a. Financial bid preparation sheet – cost break down

**2.1 Additional Price Information Required**

Bidder must identify any funding received, for this proposed project, from other Government of Canada funding sources (which may be considered as part of the Bidder's share of contract costs). This must be disclosed within the financial bid preparation sheet – cost break down (Attachment 2).



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## 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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

The evaluation of bids will be conducted using a two-stage process as detailed below.

### 4.2 Technical and Financial Evaluation

#### **4.2.1 STAGE ONE - Mandatory Criteria**

Stage one reflects mandatory criteria that must be met in order to proceed to Stage Two – Point Rated Criteria.

At bid closing time, the Bidder must comply with the following mandatory criteria and provide the necessary documentation to support compliance. Any bid which fails to meet the following mandatory criteria will be declared non-responsive. Each criterion should be addressed separately.

The following criteria will be applied to the evaluation. This table should be completed and submitted by each Bidder.

#### **M1 - DND/CAF Relevance (Technical Criteria)**

Mandatory Criteria	Reference page number in proposal
All proposals (bids) must demonstrate military relevance to the DND and CAF and/or its Allies. Proposals that satisfy the Strategic Objective for which the Proposal was submitted will be deemed as having demonstrated military relevance.	

#### **M2 - Compliance with the DIRP Framework/Innovation Funding (Financial Criteria)**

Mandatory Criteria	Reference page number in proposal
<p>All proposals (bids) must conform to the funding limitations set out below.</p> <p>The DIRP funding will comprise a maximum 50 percent of the overall cost of the proposed Innovation or up to \$500,000.00 (Applicable Taxes excluded), whichever is less. The remaining 50 percent of funding must be provided by the Bidder (i.e., for an Innovation funded by DIRP at \$500,000.00 (Applicable Taxes excluded), the Bidder must also contribute \$500,000.00 (Applicable Taxes excluded).</p>	



<p>Any Innovation with costs to Canada in excess of this \$500,000.00 amount will be considered as cash in-kind. This disclosure does not commit Canada to pay the maximum \$500,000.00 funding available for this bid solicitation.</p> <p>All bids must be completed in Canadian currency.</p> <p>All bids must complete the financial cost forms in accordance with Attachment 2 to Part 3.</p>	
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#### 4.2.2 STAGE TWO - Point Rated Technical Criteria

Stage Two includes two phases. Stage Two, Phase 1 reflects the minimum point rated requirements that must be met to proceed to Stage Two, Phase 2.

##### STAGE TWO, PHASE 1- POINT RATED CRITERIA

Bids will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section. To be considered responsive, bids must obtain the required minimum points for each rated criterion. Bids scoring less than the minimum points indicated for any one of these criteria will not be given further consideration.

The Bidder should complete the table below for each criterion and provide the supporting narrative immediately below each table.

##### **PR-01 Entity Track Record**

(Maximum: 20 points, Minimum: 13 points)

Bidders should demonstrate a recent and successful track record of performance with developing underwater acoustic sensors by the following:

PR-01	Criteria	Points	Reference page number in proposal
a.	The Proposal should clearly demonstrate that the bidder has been in business within the underwater acoustic sensors sectors for at least 36 months	Less than 36 months = 0 points 36 to 48 months = 5 points 49 to 60 months = 8 points 61 months or more = 10 points	
b.	<p>The Proposal should clearly demonstrate that the bidder has Experience in at least 2 innovation projects, developing new sonar systems or in improving acoustic sensing. Proof can be provided in the form of patent disclosures, products, or scientific journal publications.</p> <p>The relevance of the proposed Innovations to the underwater acoustic sensors and/or signal processing sectors must be clearly identified.</p>	2 Innovation projects = 8 points 3 Innovation projects or more = 10 points	

##### **PR-02 Research Content and Work Plan**





(Maximum: 60 points, Minimum: 45 points)

The intent of the DIRP is to invest in Innovations that contain a significant research component.

Bidders should clearly articulate the research content of their proposal (bid) and provide a work plan.

In order to demonstrate this, the Bidder should clearly address all of the following elements:

PR-02		Points	Reference page number in proposal
i.	The Proposal should clearly identify the specific Strategic Objective to be addressed, including:  a. An explanation of the technology, process or method that the proposed Innovation intends to provide that will fill an existing technology gap, or provide a superior product or method; AND,  b. Detailed background information on the current state of the art; AND,  c. A comparison with competitive approaches.	15 pints = all aspects of this sub criteria are clearly addressed and described in sufficient detail that enables Canada's full comprehension (a, b and c)	
ii	The Proposal should clearly identify the technical risks and challenges that are inherent to the proposed Innovation, including:  a. The nature of the risks; AND,  b. The risk mitigation strategies; AND,  c. The impacts on the proposed Innovation if the risks are realized.	15 pints = all aspects of this sub criteria are clearly addressed and described in sufficient detail that enables Canada's full comprehension (a, b and c)	
iii	The Proposal should clearly identify how the proposed Innovation is innovative	15 pints = all aspects of this sub criteria are clearly addressed and described in sufficient detail that enables Canada's full comprehension	
	The Proposal should include a well thought-out and detailed work plan, including:  a. Delineation of the phases of the proposed Innovation as well as the methodology and expected outcome; AND,  b. Manageable milestones and deliverables to measure progress, including specific tasks and estimated duration; AND,	15 pints = all aspects of this sub criteria are clearly addressed and described in sufficient detail that enables Canada's full comprehension (a, b, c, d, e and f)	



	<p>c. Resources (personnel) assigned to each task; AND,</p> <p>d. A Gantt chart outlining the duration of the various tasks and the task dependencies; AND,</p> <p>e. Recommendations for off-ramps (GO/NO-GO points) to cancel or redirect the proposed Innovation; AND,</p> <p>f. Confirmation that the required facilities are available as part of the Bidder's current infrastructure or details have been provided outlining how the Bidder will access the required facilities.</p>		
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### PR-03 Project Manager and Key Personnel

(Maximum: 20 points, Minimum: 12 points)

The Bidder should provide evidence of its capacity to successfully manage and staff the proposed Innovation.

The Bidder should describe all management and technical persons to be assigned to the proposed Innovation with particular emphasis on the Project Manager (i.e., the Project Lead), and describe each person's relevant expertise and role on the proposed Innovation.

The Proposal should provide information on the proposed resources' training and experience necessary to complete the proposed Innovation.

In order to demonstrate this, the Bidder should clearly address all of the following elements:

PR-03		Points	Reference page number in proposal
i.	<p><b>Project Manager's Relevant Management Experience</b></p> <p>The Proposal should clearly describe the Project Manager's previous experience managing projects of this nature, including:</p> <p>a. A minimum of five years of experience as a project manager. AND,</p> <p>b. Identification of recent (within the past five years from the closing date of this bid solicitation) projects within the same field, as the proposed Project, that the Project Manager has delivered; AND,</p>	<p>4 points = all aspects of this sub criteria are clearly addressed and described in sufficient detail that enables Canada's full comprehension (a, b and c)</p>	



	c. Identification of the Project Manager's individual contributions to project delivery.		
ii.	<p>Project Manager's Relevant Education and Technical Background</p> <p>The Proposal should clearly describe the Project Manager's educational and technical background, including:</p> <p>a. Description of how the Project Manager's educational background relates to the proposed Innovation; AND,</p> <p>b. Description of how the Project Manager's technical background relates to the proposed Innovation; AND,</p> <p>c. Description of how the Project Manager's educational and technical background allows the proposed Project Manager to understand the research elements of the proposed Innovation.</p>	4 points = all aspects of this sub criteria are clearly addressed and described in sufficient detail that enables Canada's full comprehension (a, b and c)	
iii.	<p>Project Manager's Relevant Business Education and Experience</p> <p>The Proposal should clearly describe the Project Manager's business education and experience, including:</p> <p>a. Description of how the Project Manager's business education relates to the proposed Innovation; AND,</p> <p>b. Description of how the Project Manager's business experience relates to the proposed Innovation; AND,</p> <p>c. Description of how the Project Manager's business education and experience relates to the Project Manager's ability to carry out the business elements of the proposed Innovation.</p>	4 points = all aspects of this sub criteria are clearly addressed and described in sufficient detail that enables Canada's full comprehension (a, b and c)	
iv.	<p>Subcontractors and Collaborators</p> <p>The Proposal should identify all sub-Contractors and collaborators (organizational name and the key technical contact person), including:</p> <p>a. Identification of the components of the work plan that sub-Contractors are responsible for; AND,</p> <p>b. Identification of the sub-Contractors time commitment; AND,</p>	4 points = all aspects of this sub criteria are clearly addressed and described in sufficient detail that enables Canada's full comprehension (a, b, and c)	



	c. Confirmation from the sub-Contractors and collaborators that they are aware of the Proposal and are available to make the indicated contributions.		
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#### **PR-04 Technology Exploitation Plan**

(Maximum: 40 points, Minimum: 20 points)

The Proposal should outline how the Bidder plans to exploit the developed technology (i.e., product, device, method, process, system, or other elements as appropriate) developed through their proposed Innovation.

In order to demonstrate this, the Bidder should clearly address all of the following elements:

PR-03		Points	Reference page number in proposal
i.	The proposed Technology Exploitation Plan should describe the technology expected to result from the proposed Innovation, including:  a. Description of how the technology will address the specific Strategic Objective; AND,  b. Description of the technology's advantages and new benefits to Canada.	10 points = all aspects of this sub criteria are clearly addressed and described in sufficient detail that enables Canada's full comprehension (a and b)	
ii.	The Technology Exploitation Plan should include a market analysis, including:  a. Details of any market trends as well as global market potential that would support the claims for commercial viability of the developed technology; AND,  b. Lists of the functional applications and possible end users of the technology in military and/or commercial markets; AND,  c. Description of any alternate or emerging technology and/or competitors that could impact on the marketability, identifying how a competitive advantage would be maintained.	10 points = all aspects of this sub criteria are clearly addressed and described in sufficient detail that enables Canada's full comprehension (a, b and c)	
iii.	The proposed Technology Exploitation Plan should include a general overview of how additional research, technology exploitation or commercialization are to be financed, including:  a. Intentions to form strategic partnerships or alliances with other performers or investors that	10 points = all aspects of this sub criteria are clearly addressed and described in sufficient detail that enables Canada's full comprehension (a)	



	are already established in the defence marketplace.		
iv.	<p>The proposed Technology Exploitation Plan should describe the sales and marketing strategy in some detail, including:</p> <p>a. Description of the resource structure currently or intended to be formed to carry out this strategy; AND,</p> <p>b. Discussion of whether the Bidder intends to be a primary supplier of the technology or whether the technology is to be integrated into another product or used by another entity as part of an agreement or consortium.</p>	10 points = all aspects of this sub criteria are clearly addressed and described in sufficient detail that enables Canada's full comprehension (a and b)	

#### **4.3. POOL OF PRE-QUALIFIED PROPOSALS**

All Proposals evaluated as responsive to Stage One and to Phase 1 of Stage Two will form a pool of pre-qualified Proposals. Pre-qualified Proposals will remain open for acceptance and consideration for funding (contract award) for a period of not less than 365 days from the closing date of the bid solicitation.

The establishment of the pool of pre-qualified proposals does not constitute commitment on the part of Canada to fund Proposals or to award contracts.

##### **4.3.1 STAGE TWO, PHASE 2 - BASIS OF SELECTION**

To be considered responsive and considered for contract award, a Proposal must:

1. Comply with all the requirements of the bid solicitation;
2. Be placed in the pool of pre-qualified Proposals; and
3. Be responsive in Part 1 under "Consideration for Contract Award" detailed below.

##### **4.3.2 Consideration for Contract Award**

###### **Part 1 – Proposal Selection for Funding**

The Defence Innovation Research Advisory Committee (DIRAC), which is chaired at the DRDC Director General level and comprised of a wide range of technical and corporate expertise that has a broad understanding of DND and CAF needs and requirements, may select, from the Pool of Pre-Qualified Proposals, one or more or no Proposals for funding recommendation.

The decision to select or to not select a Proposal is at the sole discretion of the DIRAC. Proposals with the highest Technical Evaluation score may not be the Proposals recommended for funding. Proposals will be selected on the basis of factors pertinent to DIRAC, such as;

- Alignment with the Strategic Objectives of the bid solicitation;
- The resulting benefits to Canada;
- Alignment with Canada's priorities and initiatives in S&T;
- Delivery timeline;
- Other.



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For Proposals recommended for funding, situations may arise where feedback is provided by the DIRAC Chair to implement refinements or to seek clarification to the Proposal's scope, budget, schedule, or work plan. Recommendations for full or partial funding, based on the scope and strategic program objectives, may also be made. These refinements or further clarifications will form part of the proposal clarification and/or contract negotiation phase, as appropriate.

Bidders will be informed, in writing, of the status of their proposal that will include the results of the evaluation.

## **Part 2 – Additional Proposal Selection**

Following the completion of Part 1, the DIRAC may reconvene during the 365-day period referenced above for the purpose of funding one or more Proposals that form part of the Pool of Pre-qualified Proposals but were not previously selected for funding. The process in Part 1 will be followed. DIRAC is not obligated to reconvene.

### **4.4 CONTRACT NEGOTIATION STAGE**

Proposals selected for funding will move to the Contract Negotiation Stage that will be led by the PWGSC Contracting Authority. Contract award is conditional to a successful Contract Negotiation Stage. The following will form the basis of this stage:

- Bidders will be requested to complete, refine, and finalize the Statement of Work (Annex A of Part 7) in conjunction with DRDC.
- Bidders will be required to submit the certifications in Part 5 listed under "Certifications Precedent to Contract Award and Additional Information" and may be required to submit other certifications or information appropriate to the specific situation.
- Canada may request negotiation of the proposed Proposal costing and provisions.
- Canada may request modifications to the funding levels.
- Canada may request additions to, deletions from, or modifications of, the provisions of Part 7 as appropriate to the specific situation. Examples include:
  - o a method of payment for firm milestone payments in lieu of reimbursement of actual costs;
  - o security requirements (Part 7).
- Bidders may be required to submit and/or adhere to the provisions in Part 6.
- Canada may request modifications to Annexes B, C and/or D.
- Agreement to the final version of the proposed contract will be required by the Bidder and the Contracting Authority.



## **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.

#### **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](#) website.



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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.

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

#### **5.2.3.1 Canadian Content Certification**

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#), as modified below.

**5.2.3.1.1** *SACC Manual* clause [A3050T](#) (2014-11-27) Canadian Content Definition. For the purposes of the DIR program, the minimum Canadian Content requirement is fifty (50) percent, (at least fifty (50) percent of the total bid price for the work performed under the Innovation must be provided by individuals based in Canada).

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

#### **5.2.3.2 Status and Availability of Resources**

*SACC Manual* clause [A3005T](#) (2010-08-16) Status and Availability of Resources

#### **5.2.3.3 Education and Experience**

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

#### **5.2.3.4 Price or Rate Certification**

The following may be requested by the Contracting Authority.

*SACC Manual* clause [C0001T](#) (2007-05-25) Price Certification - Foreign Suppliers, and/or;

*SACC Manual* clause [C0002T](#) (2010-01-11) (Price Certification - Canadian-based Suppliers (other than agency and resale outlets)





### 5.2.3.5 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.

#### 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.

#### 5.2.7 Controlled Goods

Will the resulting contract involve controlled goods?

YES (    )    NO (    )

For further information on the Controlled Goods Program, visit the website: <http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/index-eng.html>.

#### 5.2.8 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.

#### 5.2.9 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) prior to contract award in order to receive a PWGSC contract. Suppliers may register for a PBN online at Supplier Registration Information (<https://srisupplier.contractsCanada.gc.ca>). For non-Internet registration, suppliers may contact the Info Line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

PBN: \_\_\_\_\_

#### 5.2.10 Rate or Price Certification

The Bidder is requested to provide one (1) of the following certifications, as applicable, in its financial bid:



\_\_\_\_\_ The Bidder certifies that the price proposed is based on costs computed in accordance with Contract Cost Principles 1031-2, and includes an estimated amount of profit of \_\_\_\_\_.

-OR-

\_\_\_\_\_ The Bidder certifies that the price proposed

- a) is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and
- c) does not include any provision for discounts to selling agents.

-OR-

\_\_\_\_\_ The Bidder certifies that the price proposed is based on costs computed in accordance with 10.40 (a) to (i) of the Supply Manual, Public Works and Government Services Canada, on the pricing of research and development contracts with universities and colleges.

#### **5.2.11 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.

#### **5.2.12 Certification Acknowledgment**

The Bidder certifies that the information submitted herein, and the information submitted in its bid, is accurate and complete.

The Bidder has read, understands and acknowledges the instructions and the clauses and conditions contained in all parts of the solicitation document.

By signing below the signatory certifies the above and that he or she is an authorized signing officer of the Bidder.

Print Name:

Signature:

Date:



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## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Considerations**

Contractors may be required to possess valid security clearances, depending on the nature of the project, in order to have access to information and/or sites necessary for its execution. DRDC will determine the level of security required and will be responsible for establishing a Security Requirements Check List (SRCL). The Contracting Authority will communicate such requirements to Bidders at Stage 2.

Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder time to obtain the required clearance will be at the discretion of the Contracting Authority.

For additional information on security requirements, Bidders should refer to the Industrial Security Program - visit the website: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>.

### **6.2 Financial Capability**

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

### **6.3 Controlled Goods Program - Bid**

If the Bidder's proposal or the resulting contract includes Controlled Goods, the following provisions apply:

SACC Manual clause A9130T (2014-11-27), Controlled Goods Program

### **6.4 Insurance Requirements**

If Canada determines that specific insurance is required, and Canada requires proof that the Bidder possesses the required insurance, the Contracting Authority will verify the proof of availability, in accordance with the provisions below.

G1007T (2016-01-28) – Insurance – Proof of Availability Prior to Contract Award



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## PART 7 – SAMPLE RESULTING CONTRACT CLAUSES

The following clauses and conditions may apply to and form part of any contract resulting from the bid solicitation, or may be deleted or modified. Other clauses and conditions may be added. The final version of the contract will be established as set out in Part 4 at “Contract Negotiation Stage”. (Note: this paragraph of information will be deleted at contract award.)

### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the technical portions of the Contractor's bid, entitled \_\_\_\_\_ dated \_\_\_\_\_.

### 7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by PSPC. The Contract will show, as applicable, amended clauses and conditions.

#### 7.2.1 General Conditions

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

In addition to the disclosure obligation under Section 27 of the general conditions 2040, any Foreground Information must be fully disclosed and documented by the Contractor in the final technical report delivered by the Contractor to the Scientific Authority under this Contract as per section 7.18 Intellectual Property Disclosure.

If the status of the Contractor changes in respect of ownership or control, technical or financial competence, location of the work place or in any way which may prejudice the Innovation or the potential Canadian economic benefits therefrom, the Contractor must promptly inform the Contracting Authority, Scientific Authority & DIRP Project Authority.

#### 7.2.2 Supplemental General Conditions

Any applicable supplemental general conditions may apply to and form part of the Contract including:

4002 (2010-08-16) Software Development or Modification Services  
4003 (2010-08-16) Licensed Software  
4004 (2013-04-25) Maintenance and Support Services for Licensed Software

#### 7.2.3 SACC Manual Clauses (as applicable)

A9068C (2010-01-11), Government Site Regulations

### 7.3 Security Requirements

To be identified at Contract Negotiation Stage, OR,

There is no security requirement applicable to this Contract.

### 7.4 Term of Contract

#### 7.4.1 Period of Contract



The period of the Contract is from Contract award to (date to be determined (TBD)), inclusive.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Joseph Hulse  
Public Works and Government Services Canada  
Telephone: 613-203-1159  
E-mail: [joseph.hulse@tpsgc-pwgsc.gc.ca](mailto:joseph.hulse@tpsgc-pwgsc.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 Scientific Authority**

The Scientific Authority for the Contract is:

To be included at Contract award.

The Scientific 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 Scientific Authority; however, the Scientific Authority has no authority to authorize changes to the scope of the work. Changes to the scope of the work can only be made through a contract amendment issued by the Contracting Authority.

### **7.5.3 DIRP Project Authority**

The DIRP Project Authority for the Contract is:

To be included at Contract award.

The Department of National Defence DIRP Project Authority maintains communications with Contractor executives and DIRP Authorities regarding funding and financial matters, claims and DIRP conditions and terms of reference.

### **7.5.4 Contractor's Representative**

TBD at Contract Award.

## **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.



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## **7.7 Payment**

### **7.7.1 Basis of Payment** (Limitation of Expenditure)

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, determined in accordance with the Basis of Payment in Annex B. Customs duties are included and Applicable Taxes are extra, if applicable. The fiscal year allocation of the Crown's portion of the costs, excludes Applicable Taxes. Carryover of obligations from one fiscal year to another must be authorized by the Contracting Authority and the DIRP Project Authority.

### **7.7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the Contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.7.3 Method of Payment**

#### **Progress Payments**

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work up to 90 percent of the amount claimed and approved by Canada if:
  - (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111 (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>) 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; and
  - (d) all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.



2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

#### **7.7.4 SACC Manual Clauses**

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

C0101C (2010-01-11), Discretionary Audit - Non-commercial Goods and/or Services

### **7.8 Invoicing Instructions - Progress Claim**

**7.8.1** The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#) (see sample form in Annex C);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a list of all expenses claimed valued at over **\$TBD**. Supporting documents (invoices, prepaid bills, time sheets, etc., as applicable) must be retained by the Contractor for verification purposes.

Each claim must be supported by:

- a. a copy of the monthly progress report for the corresponding period.

**7.8.2** Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

**7.8.3** The Contractor must;

- prepare, certify and submit one electronic copy of the progress claim to the DRDC Scientific Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

In addition,

- one copy of each claim along with the attachments cited herein, is to be sent to the DIRP Project Authority and the PWGSC Contracting Authority.

Although the Contracting Authority's signature is not required on the claim form in order to be processed for payment, the Contracting Authority reserves the right to reject or adjust the claim or subsequent claims where required. The Scientific Authority will certify and then forward the





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original of the claim to the DIRP Project Authority for completion of the remaining certification and payment action.

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

## **7.9 Certifications**

**7.9.1** 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.

### **7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

**7.9.3** SACC Manual clause [A3060C](#) (2008-05-12) Canadian Content Certification, with the Canadian Content Definition modified as set out in the bid solicitation (DIRP Call for Proposals – Call 3).

## **7.10 Applicable Laws**

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

## **7.11 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions as applicable;
- (c) the general conditions 2040 (2016-04-04), General Conditions - Research & Development;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Sample Claim for Progress Payment
- (g) Annex D, Intellectual property Disclosure Certification
- (h) Annex E, Federal Contractor's Program for Employment Equity - Certification
- (i) the Contractor's Bid dated "TBD".

## **7.12 Defence Contract (if applicable)**

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

## **7.13 Foreign Nationals (Canadian Contractor) (if applicable)**

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



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#### 7.14 Insurance or Insurance Requirements

SACC *Manual* clause G1005C (2016-01-28), Insurance (if no specific requirement); or  
Specific provisions to be determined at Contract Negotiation Stage.

#### 7.15 Controlled Goods Program (if applicable)

SACC *Manual* clause A9131C (2014-11-27), Controlled Goods Program

#### 7.16 Milestone / Phase Authorization

In the event that Go / No-Go points are identified under the Statement of Work, the Contractor must be notified, in writing, by the Contracting Authority and Scientific Authority either that it is to proceed with the next milestone/phase or that Canada wishes to withdraw any further support from the Innovation and terminate the Contract without further liability. In the event Canada wishes to withdraw its support, and subject to all other terms and conditions of the Contract, the Contractor will be paid the holdback owing to it in accordance with the holdback provision of the Method of Payment clause contained herein. In no event will the Contractor be paid for any costs incurred in work performed on any unauthorized milestone/phase.

#### 7.17 Conduct of Research

At least 50 percent of of the total bid price for the work performed under the Innovation must be provided by individuals based in Canada.

The Contractor must use Canadian goods and labour to the extent to which they are capable of performing the Work in an economic and expeditious manner, and encourage Canadian suppliers to develop the necessary capabilities and talents to support the follow-on manufacture in Canada of the product being developed under this Contract.

If the Contractor exploits the work, DND requests the right to acquire goods and services derived from the work on a most-favoured customer basis. In the event of an emergency requirement declared by DND, the Contractor agrees to supply goods and services to DND, on such basis, in priority to any other work the Contractor may have.

#### 7.18 Publication of Research Results

The Contractor may publish the results of the Work subject to security restrictions for classified information under the DIR Program. Where security restrictions exist, this will be indicated in the "Statement of Work" annexed hereto. Nothing in the foregoing must affect compliance with the above-mentioned security requirements.

A statement in a form approved by the Scientific Authority acknowledging the support of the DND DIRP and any associated government department must be included in all published papers or releases, and, where reasonable, in commercial advertising. In no event is any publicity to imply endorsement of any product or process by Canada. For the purpose of this clause, "publish" includes but is not limited to, news releases, articles, manuscripts, still and motion pictures, speeches at trade association meetings, symposia, advertisements and similar communications. Publication of unclassified research results in reputable scientific journals is encouraged.

#### 7.19 Intellectual Property Disclosure

A completed copy of the Intellectual Property Disclosure Certification at Annex D, and details of all Foreground Information generated as a result of this Contract, must be provided to the Scientific Authority



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and the Contracting Authority prior to delivery of the final deliverable required under the Contract, as specified in Annex A.



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**ANNEX A**  
**SAMPLE STATEMENT OF WORK**  
**To be completed at time of Contract negotiation.**

This template contains several examples and explanations in blue font; please delete them before submitting your draft SOW. Most of the information required to complete the SOW template can be taken from your proposal.

**1. TITLE**

Insert title (Same as Proposal)

**2. BACKGROUND**

Insert background.

**3. ACRONYMS**

Include all acronyms that are used in the SOW

DRDC      Defence Research and Development Canada  
SOW      Statement of Work  
TA      Technical Authority

**4. APPLICABLE DOCUMENTS & REFERENCES**

Insert "None" or insert applicable documents as follows:

**A1:** Insert the details of the applicable document or reference #1  
**A2:** Insert the details of the applicable document or reference #2

**5. TASKS / MILESTONES**

ALL TASK/MILLSTONES OUTPUTS ARE SUBJECT TO REVIEW AND APPROVAL BY THE TECHNICAL AUTHORITY (TA).

The majority of your effort should be spent on the tasks / milestones and deliverables sections. The milestone/task descriptions should clearly articulate all work the contractor is charging Canada for and give the reader and appreciation of the level of effort and cost involved (in direct relationship to the milestone cost breakdown sheet). Include as many milestones as appropriate. Contractors are paid based on the completion and acceptance of a milestones. Proposed format:

**5.1 Insert task/milestone name**

Insert description of the task/milestone.

To complete this milestone, the contractor must complete the following tasks:  
Insert description of the tasks required to complete the milestone in point form.

**5.2 Insert task/milestone name**



Insert description of the task/milestone.

To complete this milestone, the contractor must complete the following tasks:

Insert description of the tasks required to complete the milestone in point form.

## 6. Deliverables

All deliverables are subject to review and approval by the TA.

### 6.1 Deliverables for task 5.1

Insert description of the deliverables, quantity, and format as applicable.

### 6.2 Deliverables for task 5.2

Insert description of the deliverables, quantity, and format as applicable.

## 7. DATE OF DELIVERY

Please use one of the two proposed formats:

Proposed format #1

**Deliverable 6.1:** Within (Insert the number) months after contract award.

**Deliverable 6.2:** On or before (Insert date: YYYY-MM-DD)

Proposed format #2

Deliverable	Delivery date
6.1	Within (Insert the number) months after contract award.
6.2	Within (Insert the number) months after delivery of deliverable 6.1.
6.3	On or before (Insert date: YYYY-MM-DD)
6.4	On or before (Insert date: YYYY-MM-DD)

## 8. Language of Work

Insert the applicable language of work. English, French or English and French.

## 9. Location of Work

**Example 1:** The work must be performed on Contractor site.

**Example 2:** The work must be performed at DRDC:



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Defence Research and Development Canada – XXXX Research Centre  
Building XX  
XXXX Street Address  
City, province.  
Postal code  
Canada

## 10. Travel & Living

**Example when travel is not required:** The Contractor is not required to travel.

**Example when travel is required:** The Contractor is required to travel to the following location under the following tasks:

**Task:** Insert task number

**Location:** Insert location name

**Address:** Insert complete address

**Duration:** Insert number of days

**Frequency:** Insert frequency

The National Joint Council Treasury Board Travel Directive (<https://njc-cnm.gc.ca/s3/en>) will apply for any travel, accommodation and living expenses.

## 11. MEETINGS

INSERT A LIST OR SCHEDULED MEETINGS

## 12. GOVERNMENT (SUPPLIED/FURNISHED) PROPERTY

Insert "None" or insert GP-\_\_ list and information as follows:

### 12.1 INFORMATION (GP-I)

**GP-I 1:** Insert name and description.

### 12.2 MATERIAL (GP-M)

**GP-M 1:** Insert name and description

Quantity: Insert quantity

Part number: Insert part number

Serial number: Insert serial number

Inventory number: Insert serial number

### 12.3 EQUIPMENT (GP-E)

Insert "None" or insert GP-E list and information as follows:

**GP-E 1:** Insert name and description

Quantity: Insert quantity

Part number: Insert part number

Serial number: Insert serial number

Inventory number: Insert serial number



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### 13.SPECIAL CONSIDERATIONS

Insert "None" or insert text.



## ANNEX B BASIS OF PAYMENT

### 1. LABOUR: at the following firm all-inclusive rates

Labour, reasonably and properly incurred in performance of the work, must be based on firm all-inclusive hourly rates.

CATEGORY	Level	FIRM HOURLY RATE

Total Est.: \$(to be added at Contract award)

### 2. EQUIPMENT Rentals / Consumable Materials and Supplies: at laid down cost without markup

Total Est.: \$(to be added at Contract award)

### 3. TRAVEL AND LIVING EXPENSES:

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

All payments are subject to government audit.

Total Est.: \$(to be added at Contract award)

### 4. SUBCONTRACTS/ CONSULTANTS: at actual cost without markup

Total Est.: \$(to be added at Contract award)

### 5. Other Direct Expenses: at actual cost without markup

Total Est.: \$(to be added at Contract award)

Total Est.: \$(to be added at Contract award)  
Less Contractor's Portion of firm \_\_%: \$(to be added at Contract award)

**CANADA'S TOTAL ESTIMATED COST TO A LIMITATION OF EXPENDITURE,**  
Applicable Taxes Extra: \$(to be added at contract award)

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 Contract Authority and the Scientific Authority, and provided that the estimated cost does not exceed the aforementioned Limitation of Expenditure.





**ANNEX C**  
**Sample CLAIM FOR PROGRESS PAYMENT**

*Use supplementary claim form DSS-MAS 1112 as required to record detail.*

Contractor's Name and Address  <i>(INSERT CONTRACTOR'S NAME &amp; ADDRESS AS SHOWN ON PAGE ON OF THE CONTRACT)</i>	Claim No. 1	Date	Contract Price (Crown's Share):
	File No.	Contract Serial No.	
	Financial Code(s) <i>(see page 1 of contract document)</i>		

Contractor's Report of progress (if more space is required, please use separate sheet)

*(Insert narrative regarding reports)*

Period of work covered by this claim: <b>Nov. 1/09 - Dec. 31/09</b> Description : (Expenditures are to be claimed <b><u>in accordance with the contract Basis and/or Method of Payment</u></b> )	Current Claim (A)	Previous Claims (B)	Total to Date (A + B)
1. <b>DIRECT LABOUR</b> , (see breakdown on attached sheet) at firm daily rates based on the Basis of Payment	\$	-----	\$
2. <b>MATERIALS &amp; SUPPLIES</b> (see itemization of attached sheet)	\$	----- ----- -----	\$
<b><u>NOTE: THE ABOVE IS JUST A SAMPLE - PLEASE SEE THE BASIS OF PAYMENT ATTACHED TO THE CONTRACT DOCUMENT FOR THE CORRECT ITEMIZATION OF CATEGORIES</u></b>			
SUBTOTAL	\$	-----	\$
LESS CONTRACTOR'S SHARE (50%)	(\$)	-----	(\$)
TOTAL (CANADA'S SHARE)	\$	-----	\$
Applicable Taxes - Applicable to <b>Crown's Share only</b>	\$	-----	\$
Total	\$	-----	\$
10% holdback on CROWN'S SHARE only (not including Applicable Taxes)	\$	-----	\$
Claim (including Applicable Taxes)	\$	-----	\$
Percentage of the work completed - 10%	Current Claim - Amount due		



**ANNEX C - SAMPLE**  
**CLAIM FOR PROGRESS PAYMENT**

Claim No.	File No.	Contract Serial No.
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**CERTIFICATE OF CONTRACTOR**

I hereby certify and represent that the following statements are true:

- All authorizations under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the terms of the contract.
- Indirect costs have been paid for or accrued in the accounts.
- Direct materials and work under subcontract have been received, accepted and either paid for or accrued in my/our accounts following receipt of invoice from vendor/subContractor, and have been or will be used exclusively for the purpose of the contract.
- All direct labour costs have been paid for or accrued in my/our accounts and all such costs were incurred exclusively for the purpose of the contract.
- All other direct costs have been paid for or accrued in my/our accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract.
- I have not been given notice of nor am I aware of any liens, encumbrances, changes or other claims against the work.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES**

Scientific/Innovation/Inspection Authority: I certify that the work meets the quality standards required by the contract, and its progress conforms to the terms of the contract.

Inspection Authority (All other contracts): I certify that the quality of the work performed is in accordance with the standards required by the contract.

\_\_\_\_\_  
Signature of Inspector / Scientific / Innovation Authority

\_\_\_\_\_  
Date

PSPC Representative: I certify that to the best of my knowledge, the claim is consistent with the progress of the work and is in accordance with the contract. This claim, however, may be subject to further verification and any necessary adjustment prior to final settlement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Customer's Authorized Signing Officer - **To be signed on interim claim:** I certify that the claim is in accordance with the contract.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Customers Authorized signing Officer - **To be signed on final claim:** I certify that all goods have been received and all services have been rendered, that the work has been properly performed and that the claim is in accordance with the contract.



Client Signature

Title

Date

**ANNEX D**

**INTELLECTUAL PROPERTY DISCLOSURE CERTIFICATION -**  
Certificat de divulgation de la propriété intellectuelle

This form is to be completed and signed by the Contractor upon completion of the contract and returned to:

Ce formulaire doit être complété et signé par l'Entrepreneur à la fin du contrat et retourné à l'autorité contractante :

Joseph Hulse  
Supply Specialist | Spécialiste en Approvisionnements  
Division des sciences de la défense / Defence Sciences Division  
Services publics et Approvisionnement Canada / Public Services and Procurement Canada  
Les Terrasses de la Chaudière  
10 Wellington, 4th Floor  
Gatineau, Quebec  
K1A 0S5  
613-203-1159

[joseph.hulse@tpsgc-pwgsc.gc.ca](mailto:joseph.hulse@tpsgc-pwgsc.gc.ca)

Contract Number and Title – Numéro e Titre du contrat:

It is a term of the referenced contract that, regardless of its ownership, all Foreground Information<sup>1</sup> that could be Inventions<sup>1</sup> and all other Foreground Information, must be promptly and fully disclosed to Canada.

Tel que stipulé dans le contrat mentionné ci-dessus, et peu importe à qui sont dévolus les droits de propriété intellectuelle, tous les renseignements originaux \* susceptibles de constituer des inventions\*, de même que tous les autres renseignements originaux découlant de ce contrat, devront être divulgués pleinement et sans délai au Canada.

<sup>1</sup> - defined in the General Conditions identified in the Contract

\* - tels que définis dans les conditions générales identifiées dans le contrat.

**Consequently, the undersigned, being a duly authorized officer of the Contractor, certifies that during the tenure of the contract**  
(mark appropriate box):

**Par conséquent, le soussigné, étant un agent dûment autorisé de l'Entrepreneur, certifie que durant la période du contrat**  
(cochez la case appropriée):

☐ No Foreground Information was conceived, developed or produced as part of the Work and, therefore the Contractor has nothing to disclose.

Aucun renseignement original n'a été conçu, développé ou produit pendant l'exécution des travaux; l'entrepreneur n'a donc aucun renseignement original à divulguer.

☐ All Foreground Information which was conceived, developed or produced as part of the Work was fully disclosed and documented in the technical reports delivered by the Contractor to the Innovation Authority designated in the Contract, and the Contractor has nothing further to disclose.

Tous les renseignements originaux conçus, développés ou produits pendant l'exécution des travaux ont été entièrement divulgués et documentés dans les rapports techniques livrés par l'Entrepreneur à l'autorité technique indiquée dans le contrat, et l'Entrepreneur certifie qu'il n'existe aucune information supplémentaire à divulguer.

☐ All Foreground Information conceived, developed or produced as part of the Work by the Contractor is hereby fully disclosed in the attached document.

Tous les renseignements originaux conçus, développés ou produits pendant l'exécution des travaux par l'Entrepreneur sont entièrement divulgués dans le document ci-joint.

Signature - Signature: \_\_\_\_\_

Print Name - Nom en caractère imprimé: \_\_\_\_\_

Title - Titre: \_\_\_\_\_



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Contractor Name - Entrepreneur: \_\_\_\_\_

Date - Date: \_\_\_\_\_

**ANNEX A to PART 5 - BID SOLICITATION**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

**OR**

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Solicitation No. - N° du Sollicitation  
W7714-196613/001/SV  
Client Ref. No. - N° de réf. du client  
W7714-176139

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W7714-196613- 035sv.

Buyer ID - Id de l'acheteur  
035sv  
CCC No./N° CCC - FMS No/ N°

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### **Notice of Proposed Procurement (Nature of Requirement)**

**Requirement:** Public Works and Government Services Canada (PWGSC) aims to purchase, on behalf of Defence Research and Development Canada, (DRDC) has a requirement to address the following Strategic Objective in the context of evolving (advancing / enhancing) mine hunting sensors and processing:

1. Low Frequency Wideband Sonar Development

**Delivery:** To DRDC Ottawa, Ontario, Canada.

#### **Security Requirements:**

There may be security requirements associated with the resulting contracts. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Industrial Security Program (ISP) of PWGSC at <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng>.

**Intellectual Property:** See the bid solicitation document.

#### **Canadian Content:**

This procurement is limited to Canadian goods and Canadian services

#### **Applicable Trade Agreement(s):**

- Canada Free Trade Agreement.

#### **Funding Limitations:**

The DIRP funding will comprise a maximum 50 percent of the overall cost of the proposed Innovation or up to \$500,000.00 (Applicable Taxes excluded), whichever is less. The remaining 50 percent of funding must be provided by the Bidder (i.e., for an Innovation funded by DIRP at \$500,000.00 (Applicable Taxes excluded), the Bidder must also contribute \$500,000.00 (Applicable Taxes excluded).

Any Innovation with costs to Canada in excess of this \$500,000.00 amount will be considered as cash in-kind. This disclosure does not commit Canada to pay the maximum \$500,000.00 funding available for this bid solicitation.

All bids must be completed in Canadian currency.

#### **Contracting Authority:**

Joseph Hulse  
Public Works and Government Services Canada  
Telephone: 613-203-1159  
E-mail: [joseph.hulse@tpsgc-pwgsc.gc.ca](mailto:joseph.hulse@tpsgc-pwgsc.gc.ca)