



# Innovation for Defence Excellence and Security (IDEaS) Program Competitive Projects Call for Proposals (CFP) Call 004

#### On behalf of Department of National Defence

Date: October 28, 2020

Solicitation No: W7714-207317/A GETS Reference No: PW-20-00895787

Closing date: Please refer to the individual Challenge tender notices on BuyandSell.gc.ca.

Proposal submission details are included in this Call for Proposals document.

#### **Issuing Office:**

Public Works and Government Services Canada Services and Technology Acquisition Management Sector Innovation Procurement Directorate Les Terrasses de la Chaudière 10 Wellington Street Gatineau, Quebec K1A 0S5

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#### **TABLE OF CONTENTS**

Part 1 – General Information	4
1.1 Summary and Procurement Approach	4
1.2 IDEaS Program Overview	
1.3 Who May Apply	7
1.4 Trade Agreements	7
1.5 Canadian Content	7
1.6 Conflict of Interest	7
1.7 Potential Conditions	7
1.8 Maximum Funding and Performance Period	8
1.9 Terminology	9
1.10 Attachments	9
Part 2 – Bidder Instructions	10
2.1 Standard Instructions, Clauses and Conditions	10
2.2 Enquiries – Proposal Solicitation	12
2.3 Contracting Authority	12
2.4 Applicable Laws	13
2.5 Public Announcements	13
2.6 Certifications	
2.7 Program Surveys	13
Part 3 – Proposal Preparation Instructions	14
3.1 Proposal Submission	14
3.2 Technical Proposal	15
3.3 Government Furnished Property	15
3.4 Financial Proposal	15
3.5 Eligible Costs	16
3.6 Certifications	16
Part 4 – Evaluation Procedures, Evaluation Criteria, and Basis of Sele	ection17
4.1 Evaluation Procedures	17
4.2 Evaluation Criteria	
4.2.1 Screening Criteria (SC)	
4.2.2 Mandatory Criteria (MC)	
4.2.3 Point-Rated Criteria (PRC)	22
4.2.4 Strategic Considerations Criteria (SCC)	28
4.3 Basis of Selection	30
4.4 Debriefings	30
4.5 Contracting Process	31
4.6 Contract Award	31
Part 5 – Certifications and Additional Information	32
Part 6 – Resulting Contract Clauses	33
6.1 Statement of Work	33
6.2 Standard Clauses and Conditions	33





	6.3 Security Requirements	33
	6.4 Period of the Contract	
	6.5 Delivery Dates & Work Authorization	33
	6.6 Authorities	34
	6.7 Payment	35
	6.8 Priority of Documents	36
	6.9 Discretionary Audit	36
	6.10 Invoicing Instructions	36
	6.11 Certifications	37
	6.12 Canadian Content Definition	37
	6.13 Applicable Laws	38
	6.14 Insurance	38
	6.15 Controlled Goods Program	38
	6.16 Canadian Forces Site Regulations	39
	6.17 Applicable Foreign Nationals	
	6.18 Solution Continuum Progression	39
	6.19 Proactive Disclosure of Contracts with Former Public Servants (if applicable)	39
	6.20 Joint Venture (if applicable)	39
Pa	art 6, Attachment 1 – Milestone 1 and Milestone 2 Report Templates	41
	Milestone 1 Report Template	41
	Milestone 2 Report Template	



#### Part 1 - General Information

#### 1.1 Summary and Procurement Approach

Public Works and Government Services Canada (PWGSC) is issuing this Call for Proposals (CFP) on behalf of the Department of National Defence's (DND) Innovation for Defence Excellence and Security (IDEaS) program, seeking innovative science and technology (S&T) solutions to Canada's defence and security Challenges.

The IDEaS program supports:

- The development of solutions from their conceptual stage, through prototype testing and capability development;
- Collaboration between innovators;
- The provision of developmental resources; and
- Opportunities to interact with DND's science and military members

This CFP will be published on an ongoing basis by PWGSC to post DND Challenges. Details related to each Challenge and their specific closing dates will be published on the Buy and Sell website, which will form part of this CFP solicitation.

This CFP invites proposals for Component 1a only.

#### 1.2 IDEaS Program Overview

IDEaS seeks to support innovative solutions along a Solution Readiness Level (SRL) maturity scale, as described on the <a href="IDEaS website">IDEaS website</a>1. Through this open CFP process, IDEaS is soliciting innovative solutions with an SRL of anywhere from SRL 1 up to 6 inclusive to satisfy the Competitive Projects (CP) element of the IDEaS Program. CP aims to progress innovative solutions from a conceptual stage of S&T research and development to a level which can further assist in help solving specific Defence and Security challenges. Furthermore, IDEaS may wish to continue a solution's S&T progression to other IDEaS Program Elements, or to the greater DND should it be assessed that it still holds merit and departmental interest. Therefore, to facilitate satisfying this need, a CP Program Element Continuum has been developed. This Continuum is comprised of 4 distinct Components, where each component holds its own characteristics to progress an innovative solution.

#### Component 1a

The objective of this Component is to establish the merit, innovativeness and impact of a solution to address a specific Defence and Security challenge. This is the first entry point to the Continuum for any solution. A solution must be within SRL 1 to 6 inclusive. Innovators present their solution by way of a proposal to a specific Challenge through this CFP. Proposals are evaluated and if found responsive, may be considered for funding. Funds under this Component are limited to up to a maximum of \$200,000 (excluding applicable taxes) for a maximum performance period of 6 months.

https://canada-preview.adobecqms.net/en/department-national-defence/programs/defence-ideas/solution-readiness-level.html



Page **4** of **45** 



#### Component 1b

The objective of this Component is to continue the S&T efforts of Component 1a for the purpose of progressing the solution to a higher SRL. Innovators will also be able to provide an optional demonstration of the solution to DND. Innovators may be able to participate in this Component if the solution proposed under Component 1a was awarded a contract, the contract was successfully completed, and whereby the solution at the end of 1a is selected for potential advancement to Component 1b. Should the solution be selected for potential advancement, Canada may invite the Innovator to submit a proposal for progressing the solution. Proposals are assessed and if found responsive, may be considered for funding. Funds under this Component are limited to up to a maximum of \$1,000,000 (excluding applicable taxes) for a maximum performance period of 1 year.

#### Component 2 - Solution Advancement

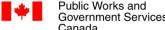
The objective of this Component is to continue the S&T efforts of Component 1b for the purpose of progressing the solution up to a potential of SRL 9. Innovators may be able to participate to this Component if the solution proposed under Component 1b was awarded a contract, the contract was successfully completed, and whereby the solution at the end of 1b is selected for potential advancement to Component 2. Should the solution be selected for potential advancement, Canada may invite the Innovator to submit a proposal for progressing the solution. Proposals are assessed and if found responsive, may be considered for funding. Funds under this Component are limited to up to a potential maximum of \$20,000,000 for a maximum performance period to be determined at time of contract negotiations.

#### Component 3 - Test Drive

The objective of this Component is to allow Canada to procure a limited quantity of a solution for the purpose of testing and evaluating the solution in a simulated or real-world environment, emphasizing that this is testing done by DND/CAF, and not by the Innovator. The information learned during the testing will enable DND to make future decisions on a specific challenge. A solution must be at a minimum of SRL 7 to participate. Thereafter, innovators may be able to participate to this Component if the solution proposed under Component 1b was awarded a contract, the contract was successfully completed, and whereby the solution at the end of 1b is selected for potential advancement to Component 3. Should the solution be selected for potential advancement, Canada may invite the Innovator to submit a proposal for progressing the solution. Proposals are assessed and if found responsive, may be considered for funding. Funds under this Component are limited to up to a maximum funding ceiling for a maximum performance period to be determined at time of contract negotiations.

Participation in any of these Components is not guaranteed and not mandatory. It is at the sole discretion of Canada to exercise a Component.



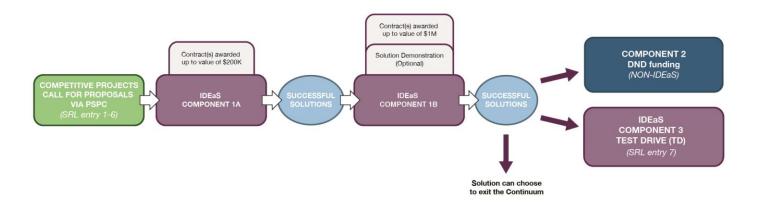


A solution will exit the Continuum for any of the following reasons:

- Canada chooses not to invite the solution to participate further;
- The Bidder withdraws their solution from further participation;
- The solution completes Component 2;
- The solution completes Component 3.

The IDEaS program may be running Test Drive solicitations independently outside of this CFP for same or similar Challenges. Interested Bidders may refer to the IDEaS website for future opportunities<sup>2</sup>.

The diagram below has been included for illustrative purposes.



https://www.canada.ca/en/department-national-defence/programs/defence-ideas/future-opportunities.html



Page 6 of 45

#### 1.3 Who May Apply

This CFP is open to individuals, academia, and industry.

#### 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.

This procurement is 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 Canadian Content

This procurement is conditionally limited to Canadian goods and/or services.

SACC Manual clause A3050T<sup>3</sup> (2020-07-01) Canadian Content Definition is amended as follows:

**DELETE:** 80 percent **INSERT:** 50 percent

#### 1.6 Conflict of Interest

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 proposal solicitation related to the production or exploitation of any concept or prototype developed or delivered.

#### 1.7 Potential Conditions

The following may apply to the resulting contract(s) requirements:

#### 1.7.1 Security Requirements

- a) There will be no security requirements associated with the resulting contract(s) for Component 1a.
- b) There may be security requirements associated with the follow-on Components: Component 1b, Component 2 and Component 3. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <a href="Contract Security Program">Contract Security Program</a> of Public Works and Government Services Canada website.

<sup>4 &</sup>lt;a href="http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html">http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</a>



<sup>&</sup>lt;sup>3</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3050T/5

#### 1.7.2 Comprehensive Land Claims Agreement (CLCA)

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.

#### 1.7.3 Controlled Goods

Any resulting contract may be subject to the Controlled Goods Program. Refer to the Controlled Goods Program website<sup>5</sup>.

#### 1.7.4 Intellectual Property

The default position of Canada is to allow contractors to retain the IP rights with a licence granted to Canada for IP rights, which would include the right to use and have used the IP for Canada's activities. More information on IP is available from the following sources and, in particular, the licencing provisions are in the General Conditions 2040 30:

- Intellectual Property definition (SACC Manual)<sup>6</sup>
- General Conditions 2040 (2020-05-28) section 30 (2008-05-12) Licences to Intellectual Property Rights in Foreground and Background Information<sup>7</sup>
- Policy on Title to Intellectual Property Arising under Crown Procurement Contracts<sup>8</sup>

#### 1.8 Maximum Funding and Performance Period

The individual maximum contract funding available under Component 1a is up to \$200,000 CAD (excluding applicable taxes) for a maximum performance period of up to 6 months.

The individual maximum contract funding available under Component 1b is up to \$1,000,000 CAD (excluding applicable taxes) for a maximum performance period of up to 1 year.

<sup>8 &</sup>lt;a href="http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html">http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html</a>



Page **8** of **45** 

<sup>&</sup>lt;sup>5</sup> https://www.tpsgc-pwgsc.gc.ca/pmc-cgp/index-eng.html

<sup>6</sup> https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/3/95

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2040/19#licenses-to-intellectual-property-rights-in-foreground-and-background-information



#### 1.9 Terminology

This table outlines the terminology employed throughout the CFP and is incorporated by reference into and forms part of this solicitation and any resulting contract award. Bidders should visit the <a href="LDEaS website">LDEaS website</a><sup>9</sup> for specific information on the IDEaS program.

Term/Acronym	Replacement Term or Definition
Bid	Proposal
Bid solicitation	Call for Proposals (CFP)
S&T	Science and technology
SRL	Solution Readiness Level
IP	Intellectual Property
DND	Department of National Defence
DRDC	Defence Research and Development Canada
IDEaS	Innovation for Defence Excellence and Security
R&D	Research and Development
CAF	Canadian Armed Forces
S/T	Scientific or technical
PWGSC/	Public Works and Government Services Canada/
PSPC	Public Services and Procurement Canada
SC	Screening Criteria
MC	Mandatory Criteria
PRC	Point-rated Criteria
SCC	Strategic Considerations Criteria
SMSC	Senior Management Steering Committee

#### 1.10 Attachments

The following attachment forms part of this Call for Proposals:

Part 1 - Attachment 1 - Frequently Asked Questions (FAQ)

<sup>&</sup>lt;sup>9</sup> https://www.canada.ca/en/department-national-defence/programs/defence-ideas.html



Page **9** of **45** 

#### 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 <u>Standard Acquisition Clauses and Conditions Manual</u><sup>10</sup> issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

In this document, the term "bid" conveys "proposal." Following contract award (if awarded), the terms "Bid" and "Bidder" may be changed to "Contract" and "Contractor" and if not changed will be interpreted to mean, instead, "Contract" and "Contractor" unless otherwise noted.

The 2003<sup>11</sup> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, and are amended as follows:

#### a) Section 05, Submission of bids, subsection 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, unless specified otherwise in the bid solicitation.

INSERT: Proposal Validity Period

Proposals will remain open for acceptance for a period of 18 months from the closing date

of the relevant challenge notice.

b) Section 08, Transmission by facsimile or epost Connect

**DELETE:** Subsection 2 in its entirety.

**INSERT:** 2. epost Connect

a. Bids must be submitted by using the <u>epost Connect service</u><sup>12</sup> provided by Canada Post Corporation.

The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is:

DND.IDEaS-IDEeS.MDN@forces.gc.ca

<sup>12</sup> https://www.canadapost.ca/web/en/products/details.page?article=epost\_connect\_send\_a



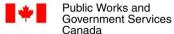
<sup>10</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual

<sup>&</sup>lt;sup>11</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25



- b. To submit a bid using epost Connect service, the Bidder must either:
  - i. send directly its bid only to the IDEaS Program using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least five business days prior to the Challenge closing date and time, (in order to ensure a response), an email that includes the Challenge solicitation number to the IDEaS Program requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting epost Connect service to the specified email in the bid solicitation, the IDEaS Program will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the Challenge closing date and time. IDEaS will keep the epost Connect conversation open until 30 days after the Challenge closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the Challenge closing date and time.
- e. The Challenge solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the PWGSC address specified on the title page of this CFP solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
  - i. receipt of a garbled, corrupted or incomplete bid;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or,
  - viii. inability to create an electronic conversation through the epost Connect service.
- h. The IDEaS Program will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the IDEaS Program. This





acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.

- i. Bidders must ensure that that they are using the correct email address for the IDEaS Program when initiating a conversation in epost Connect or communicating with the IDEaS Program and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

#### c) Section 09, Customs Clearance:

**DELETE:** in its entirety.

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

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

provide, on Canada's request, one or more of the following price justification:

**INSERT:** For all proposals eligible for Contract award, the Bidders must provide, on Canada's

request, one or more of the following price justification:

#### 2.2 Enquiries – Proposal Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the Challenge notice closing date. Enquiries received after that time may not be answered.

Bidders must reference as accurately as possible the numbered item and Challenge, if applicable, of this CFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidders do so, so that the proprietary nature of the questions are 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.

#### 2.3 Contracting Authority

The Contracting Authority for this CFP solicitation is:

Defence Sciences Division - SV2
Innovation Procurement Directorate
Public Works and Government Services Canada
TPSGC.PAIDEES-APIDEAS.PWGSC@tpsgc-pwgsc.gc.ca



#### 2.4 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 proposal, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

#### 2.5 Public Announcements

In order to coordinate any public announcements pertaining to any resulting contract, and as a courtesy, successful Bidders are requested, but not required, to notify the Contracting Authority 15 business days in advance of their intention to make public an announcement related to the recommendation of a contract award, or any information related to the contract. This notice will provide sufficient time for the Government of Canada to coordinate a potential joint announcement with the successful Bidders.

#### 2.6 Certifications

A3015T (2014-06-26) - Certifications - Bid13

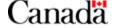
See Part 3.6 of this Call for Proposals for more information.

#### 2.7 Program Surveys

As a condition of the program, the Contractor is required to respond to short surveys from the IDEaS Program for up to two years following project completion. The results of the surveys will feed into the measurement of performance indicators through the reporting requirements of the IDEaS program.

This obligation survives the expiry of the Contract until completed or the Contractor ceases to exist.

 $<sup>{\</sup>color{blue} {\bf 13} \, \underline{https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3015T/5} }$ 

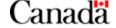


#### Part 3 – Proposal Preparation Instructions

#### 3.1 Proposal Submission

- **3.1.1** The Bidder's responses in the Electronic Proposal Submission Form will form the Bidder's proposal in its entirety. Proposals that are submitted in an alternate format will not be accepted.
- **3.1.2** Additional attachments or documentation (technical drawings, CVs, diagrams, etc.) must not be submitted and will not constitute part of the Bidder's proposal. If the work details include references to documents critical for understanding the basis of the work, the Electronic Proposal Submission Form allows for Bidders to include references. In order for Canada to leverage this information, the documents must be available through open source means.
- **3.1.3** All proposals submitted will be bound by the same terms, conditions and limitations. For all proposals submitted, any text submitted above the character limit specified in the submission form will not be evaluated.
- **3.1.4** Due to the nature of the CFP, proposals transmitted by facsimile and email will not be accepted.
- **3.1.5** Bidders are and will remain solely responsible for the accuracy and completeness of their proposals. Bidders should read all CFP documentation and Challenge notices in their entirety prior to submitting a proposal. Links to open Challenges can be found on the <u>main Buy and Sell solicitation page<sup>14</sup></u>.
- **3.1.6** Classified proposals will not be accepted for this CFP.
- **3.1.7** Bidders must submit their proposal by downloading and completing the Electronic Proposal Submission Form from the Challenge tender notice page, and uploading it using the epost instructions detailed in Part 2.
- **3.1.8** Bidders are solely responsible for ensuring their proposal is received on time by the individual Challenge Notice closing date and time. Late submissions will not be accepted.
- **3.1.9** When a proposal is submitted via epost Connect, an automated message is sent to the Bidder within the conversation. This message serves as confirmation of receipt.
- **3.1.10** Should there be technical difficulties downloading or opening the Electronic Proposal Submission Form, Bidders should follow the instructions in the Attachment 2 Technical Instructions on the Challenge tender notice. Bidders can contact the Contracting Authority at the email in Part 2.3 of this document.
- **3.1.11** Bidders may submit more than one proposal per Challenge, however the proposals must be standalone and have no dependencies on other proposals. If proposals are identified as dependent, Canada reserves the right to declare any or all proposals as non-responsive and not

<sup>&</sup>lt;sup>14</sup> https://buyandsell.gc.ca/procurement-data/tender-notice/PW-20-00895787



Travaux publics et

Canada

Services gouvernementaux

consider them further. Each proposal will be evaluated separately on its own merit. For multiple submissions, individual proposals must be submitted in separate epost Connect conversations.

**3.1.12** Proposals that include human subjects, human tissues, laboratory animals, or animal tissues must not proceed without prior approval of the project team's appropriate Human Subjects Research Ethics Committee or the institutional Animal Care Committee and must not be conducted in contravention of the respective Committee's conditions of approval.

#### 3.2 Technical Proposal

- **3.2.1** The Bidder's responses in the Electronic Proposal Submission Form will form Annex A Statement of Work and Financial Proposal.
- 3.2.2 In their proposal, Bidders should demonstrate their understanding of the requirements contained in the CFP and Challenge notices, and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. The proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated.
- **3.2.3** Bidders interested in participating in Component 1b must complete the section "Solution Progression to Component 1b" within the Electronic Proposal Submission Form.

#### 3.3 Government Furnished Property

Canada will not provide government furnished property (materiel or equipment or information), including but not limited to access, information, and personnel to enable the Contractor to conduct the Work.

#### 3.4 Financial Proposal

- **3.4.1** The Bidder's responses in the Electronic Proposal Submission Form will form Annex A Statement of Work and Financial Proposal.
- **3.4.2** All costs identified in the Financial Proposal must be submitted in Canadian dollars (CAD).

Requests for exchange rate fluctuation risk mitigation are not permitted as per C3011T (2013-11-06) Exchange Rate Fluctuation<sup>15</sup>.

3.4.3 The costs submitted with the proposal must be in accordance with the <u>PWGSC Contract Cost Principles 1031-2</u>16. Furthermore, the total amount of profit must not exceed 15 percent (15%) of the overall financial proposal total. For academic institutions, costs must be in accordance with 10.40<sup>17</sup> of the *Supply Manual*.

<sup>17</sup> https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/10/40



<sup>&</sup>lt;sup>15</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3011T/5

<sup>&</sup>lt;sup>16</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6

#### 3.5 Eligible Costs

Funds can only be used for incremental resourcing costs associated with delivering a proposed solution - for example, material and supplies, equipment rentals, subcontractors, casual or permanent employees (incremental labour costs for indeterminate employees at the federal level of the government in Canada cannot be included). Therefore, the funds can only be used for expenditures that are not amortized.

Travel and living expenses must be identified and compliant with the <u>National Joint Council Travel</u> Directive<sup>18</sup>.

Travel justifications must be provided in Annex A – Statement of Work and Financial Proposal.

Canada has the right to request audits at any time during and after contract award up to a period of six years, as per 2040 (2020-05-28) section 42 (2014-09-25) Accounts and Audit 19. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### 3.6 Certifications

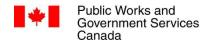
- a) Certifications required with the Bidder's proposal will be identified on the Electronic Proposal Submission Form.
- b) Certifications and Additional Information required precedent to contract award will be identified prior to contract award.

<sup>19</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2040/19#accounts-and-audit



Page 16 of 45

<sup>18</sup> https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27228



# Part 4 – Evaluation Procedures, Evaluation Criteria, and Basis of Selection

#### 4.1 Evaluation Procedures

- **4.1.1** Proposals will be assessed in accordance with the entire requirement and the evaluation criteria identified in Part 4.2 in the Call for Proposals.
- **4.1.2** An evaluation team composed of representatives of Canada will evaluate the proposals. If required, Canada may use external Subject Matter Experts to evaluate any proposal. External SMEs will be required to confirm they are not in a conflict of interest, and sign a non-disclosure agreement.
- **4.1.3** For each S&T Challenge, the evaluation team will determine first if there are two or more proposals with a valid Canadian Content certification. In that event, the evaluation process will be limited to the proposals with the certification; otherwise, all proposals will be evaluated. If some of the proposals with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive proposals with a valid certification remain, the evaluation will continue among those proposals with a valid certification. If all proposals with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other proposals received will be evaluated.
- 4.1.4 In conducting its evaluation of the proposals, Canada may, but will have no obligation to, request clarifications from the Bidders regarding information provided in the proposal. This must not be construed as:
  - an opportunity to provide supplemental information;
  - an intent to repair or modify the proposal; and
  - an intent to contract with the Bidder
- 4.1.5 The Bidder must provide a response to the written request for clarification or verification issued by the Contracting Authority in accordance with the provisions of the request, which may include a time period in which to provide the response. Failure to comply with the request may result in the proposal being declared non-responsive and given no further consideration.
- 4.1.6 To maintain the integrity of the evaluation, evaluators will consider only information presented in the proposal. No information will be inferred and personal knowledge or beliefs will not be utilized in the evaluation. Bidders should explicitly demonstrate, in sufficient detail, how all criteria are met. Evaluators will take the entire proposal into consideration for each criterion. If information is found elsewhere in the proposal that corresponds to a criterion, evaluators will consider this.



Public Works and Government Services Travaux publics et Services gouvernementaux Canada

#### 4.2 Evaluation Criteria

The Bidder must complete the Electronic Proposal Submission Form with a degree of information sufficient to enable Canada's assessment of the proposal against the criteria and the evaluation schema. The information provided must articulate how the proposed solution meets the criteria.

#### 4.2.1 Screening Criteria (SC)

Proposals will be evaluated in accordance with the screening criteria identified in the evaluation criteria. Proposals must meet all screening criteria to be considered responsive and proceed to be evaluated against the mandatory criteria. Proposals that fail to meet the screening criteria will be declared non-responsive and will not be evaluated further.

Screening Criteria (Bidder's proposal to address)	
SC-1: Distinct Solution	Evaluation Schema (Screening – Pass/Fail)
A Bidder can propose a solution to the IDEaS program more than once as long as the proposed solution is sufficiently different.	<ul> <li>Pass (sufficiently different)</li> <li>A distinct solution that has undergone a completely separate path of R&amp;D or that diverged early in development;</li> <li>Significant modifications to the previous solution applied in a setting or condition which was not possible or feasible for the previously funded solution; or</li> <li>A significant improvement in functionality, cost or performance over the previously funded solution.</li> <li>Fail (not sufficiently different)</li> <li>Incremental improvements to a previously funded solution;</li> <li>A solution that follows a normal course of product development (i.e. the next version or release); or</li> <li>Stated differences are not quantified or are inadequately described.</li> </ul>



SC-2: Financial Proposal	Evaluation Schema (Screening — Pass/Fail)
<ul> <li>a. The proposed solution's Financial Proposal must not exceed the individual contract maximum as identified in Part 1.8 of the CFP.</li> <li>b. The Milestone 1 total must be no greater than 70% of the overall Financial Proposal total (Milestones 1 and 2 combined).</li> </ul>	Pass The Financial Proposal does not exceed the individual contract maximum, and the Milestone 1 total is no greater than 70% of the overall Financial Proposal total (Milestones 1 and 2 combined).  Fail The Financial Proposal exceeds the individual contract maximum.  or The Milestone 1 total is greater than 70% of the overall Financial Proposal total (Milestones 1 and 2 combined).  or The Financial Proposal exceeds the individual contract maximum, and the Milestone 1 total is greater than 70% of the overall Financial Proposal total (Milestones 1 and 2 combined).





#### 4.2.2 Mandatory Criteria (MC)

Proposals will be evaluated in accordance with the mandatory criteria identified in the evaluation criteria. Proposals must meet all mandatory criteria to be considered responsive and proceed to be evaluated and scored against the point-rated criteria. Proposals that fail to meet the mandatory criteria will be declared non-responsive and will not be evaluated further.

Mandatory Criteria (Bidder's proposal must address)	
MC-1: Science and Technology (S&T) Challenge of Proposed Solution	Evaluation Schema (Mandatory – Pass/Fail)
Indicate the S&T Challenge which applies to the proposed solution.	Pass The Bidder has indicated the S&T Challenge which applies to the proposed solution.  Fail The Bidder has not indicated the S&T Challenge which applies to the proposed solution.
MC-2: Alignment of Proposed Solution to S&T Challenge	Evaluation Schema (Mandatory – Pass/Fail)
Describe the proposed solution and how it addresses and aligns to the identified S&T Challenge. Describe the scientific and technological basis upon which the solution is proposed, and clearly identify how the solution meets the Essential Outcomes and/or the Desired Outcomes in the Challenge, if applicable.	Pass The proposal clearly articulates a solution that addresses and aligns to the Challenge.  Fail Insufficient or no information was provided to demonstrate that the solution addresses and aligns to the Challenge.  or The proposed solution does not address and align to the Challenge.



MC-3: Current Solution Readiness Level (SRL) of Proposed Solution	Evaluation Schema (Mandatory – Pass/Fail)
<ul><li>a. Select the current SRL of the proposed solution.</li><li>b. The current SRL of the proposed solution must be within 1 and 6 (inclusive).</li></ul>	Pass The proposed solution's current SRL is identified within 1 and 6 (inclusive), and sufficient evidence has been provided to explain the R&D that has taken place to bring it to the stated SRL.
<b>c.</b> Describe the research and development (R&D) activities that have taken place to bring the proposed solution to the stated SRL.	Fail The proposal has not provided sufficient evidence to demonstrate that the current SRL is within 1 and 6 (inclusive), for one of the following reasons:  (1) Insufficient or no information was provided to justify the stated SRL.  (2) The proposed solution is determined to fall outside of the required SRL range.



#### 4.2.3 Point-Rated Criteria (PRC)

Proposals that meet all of the screening and mandatory criteria will be evaluated and scored in accordance with the point-rated criteria identified in the evaluation criteria. A total of 70 points is possible to achieve. Proposals must achieve the minimum pass mark of 50 points to be declared responsive and proceed to be evaluated and scored against the strategic considerations criteria. Proposals that fail to meet the minimum pass mark will be declared non-responsive and will not be evaluated further.

Point-Rated Criteria  (Bidder's proposal to address)		
PRC-1: Scientific and/or Technical (S/T) Merit of Proposed Solution	Evaluation Schema (Point-Rated)	
Describe how the proposed solution is scientifically and/or technically sound and based on state-of-the-art thinking and practice within the methodological field of the Challenge. <b>a.</b> Describe how the proposed solution is supported by sound and logical S/T evidence. <b>b.</b> Describe how the S/T concepts of the proposed solution are based on state-of-the-art thinking and practice in the relevant methodological area.	O points Insufficient or no information was provided to permit concrete analysis of the sub-criteria.  or The proposal does not sufficiently demonstrate that the solution meets both sub-criteria.  5 points The proposal has provided sufficient and clear information that the solution meets one of the two sub-criteria.  10 points The proposal has provided sufficient and clear information that the solution meets both sub-criteria.	



PRC-2: Novel and Innovative Solution	Evaluation Schema (Point-Rated)
Describe how the proposed solution is novel <sup>20</sup> and innovative <sup>21</sup> over existing solutions. <b>a.</b> Describe how there will be new knowledge, science and/or technology improvements integrated into the work of the proposed solution. These include novel concepts, approaches or methodologies, tools, or technologies.	O points Insufficient or no information was provided to permit concrete analysis of the three sub-criteria.  or The proposal does not sufficiently demonstrate that the solution meets the three sub-criteria.
<b>b.</b> Describe how there will be enhanced capabilities and/or improved efficiencies created over current state-of-the-art and existing solutions.	<u>5 points</u> The proposal has provided sufficient and clear information that the solution meets one of the three sub-criteria.
c. Describe how the proposed solution has future potential to lead in creating new knowledge and/or technology enhancement over existing solutions.	10 points The proposal has provided sufficient and clear information that the solution meets two of the three sub-criteria.
	15 points The proposal has provided sufficient and clear information that the solution meets all three subcriteria.

• A new technology or new process that is not currently available in the marketplace;

- New knowledge advancing knowledge in social science;
- Significant modifications to the application of existing technologies/process that are applied in a setting or condition for which current applications are not possible or feasible;
- An improvement to an existing technology/process that represents a significant improvement in functionality, cost or performance of goods and services that are considered state-of-the-art or the current industry best practice.



 $<sup>^{20}</sup>$  Novel: Is not known or not an obvious derivative of an existing way of doing things.

<sup>&</sup>lt;sup>21</sup> Innovative:

PRC-3: Impact of Proposed Solution	Evaluation Schema (Point-Rated)
Describe how the proposed solution will create impact in the field of the Challenge.  a. Describe how the proposed solution will help in solving a gap or critical barrier in the Challenge.  b. Describe how the proposed solution will enhance development of scientific and/or technical capability.  c. Describe how the proposed solution will mature the concepts, methods or technologies	O points Insufficient or no information was provided to permit concrete analysis of the three subcriteria.  or The proposal does not sufficiently demonstrate that the solution meets the three sub-criteria.  5 points The proposal has provided sufficient and clear information that the solution meets one of the three sub-criteria.
that drive the field of the Challenge.	10 points The proposal has provided sufficient and clear information that the solution meets two of the three sub-criteria.  15 points The proposal has provided sufficient and clear information that the solution meets all three sub-criteria.



PRC-4: Feasibility and Approach of Proposed Solution	Evaluation Schema (Point-Rated)
Describe the feasibility and the approach of the proposed solution to address the Challenge.	<u>O points</u> Insufficient or no information was provided to permit concrete analysis of the sub-criteria.
<b>a.</b> Describe how the proposed solution is applicable and could be accomplished in practice within the field of the Challenge. This determination is at the sole discretion of the	or The proposal does not sufficiently demonstrate that the solution meets the three sub-criteria.
evaluation team.	5 points
<b>b.</b> Describe how the approach is adequately developed, well-reasoned and appropriate.	The proposal has provided sufficient and clear information that the solution meets one of the three sub-criteria.
c. Demonstrate a feasible work plan by completing the Work Plan and Deliverables – Milestone tables in the Electronic Proposal Submission Form.	10 points The proposal has provided sufficient and clear information that the solution meets two of the three sub-criteria.
	15 points The proposal has provided sufficient and clear information that the solution meets all three sub-criteria.



PRC-5: Gender-based Analysis Plus (GBA+) of Proposed Solution	Evaluation Schema (Point-Rated)
Select and substantiate the statement that best reflects how GBA+ and its factors have been considered and incorporated within the proposed solution.	O points  No GBA+ analysis was undertaken and there is no plan to do so.
Substantiation can include specifics on what GBA+ analysis has been conducted and the associated results to demonstrate GBA+ considerations, or what analysis is planned to demonstrate future GBA+ considerations.	<b>2 points</b> No GBA+ analysis was undertaken; however, there is a plan to undertake such analysis in the continued development of the solution.
a. No GBA+ analysis was undertaken and there is no plan to do so.	<u>5 points</u>
<b>b.</b> No GBA+ analysis was undertaken; however, there is a plan to undertake such analysis in the continued development of the solution.	GBA+ analysis was undertaken and no GBA+ considerations were relevant at this time.  or  GBA+ considerations have been identified and incorporated into the proposed solution.
c. GBA+ analysis was undertaken and no GBA+ considerations were relevant at this time.	
<b>d.</b> GBA+ considerations have been identified and incorporated into the proposed solution.	
Additional information on GBA+ can be found <u>here</u> <sup>22</sup> .	

<sup>22</sup> https://www.swc-cfc.gc.ca/gba-acs/course-cours-2017/eng/mod03/mod03 03 02.html



PRC-6: Alignment of Proposed Solution Costs	Evaluation Schema (Point-Rated)
Complete the Financial Proposal Breakdown in the Electronic Proposal Submission Form. The Financial Proposal is to align with the work proposed, and specifically: <b>a.</b> Is realistic for the technical approach proposed.	O points Insufficient or no information was provided to permit concrete analysis of the two sub-criteria.  or The proposal does not sufficiently demonstrate that the solution meets both sub-criteria.
<ul> <li>b. Is appropriate with, and is reasonably relative to: <ol> <li>each labour category proposed per milestone;</li> <li>the number of labour hours proposed per milestone;</li> <li>the types and kinds of materials, equipment, and other direct costs;</li> <li>each task for which travel and living is proposed, the travel and living costs are explained and reasonable.</li> </ol> </li> </ul>	The proposal has provided sufficient and clear information that the solution meets one of the two sub-criteria.  10 points The proposal has provided sufficient and clear information that the solution meets both sub-criteria.



#### 4.2.4 Strategic Considerations Criteria (SCC)

Proposals that meet the minimum pass mark of 50 points will be evaluated and scored in accordance with the strategic considerations criteria identified in the evaluation criteria. A total of 16 points is possible to achieve. Proposals must achieve the minimum pass mark of 2 points in SCC-1 to proceed with further evaluation and scoring of SCC-2 and SCC-3. Proposals that fail to meet the minimum pass mark will be declared non-responsive and will not be evaluated further.

Note: Bidders are not required to provide specific responses to this criteria in their proposal. Each proposal will be considered in its entirety for the evaluation of this criteria. Evaluation and scoring of this criteria is at the sole direction of the Senior Management Steering Committee (SMSC) formed by DND on a per-Challenge basis.

Strategic Considerations Criteria (Bidder's proposal to address)					
SCC-1: Investment Viability	Evaluation Schema (Point-Rated with Minimum Pass Mark)				
The proposed solution represents a worthwhile investment by DND, and specifically:  a. Aligns with current and emerging departmental and/or Government of Canada priorities;  b. Does not duplicate previous/existing and/or other planned work (classified or unclassified) of Canada and its Allies (known at the time of evaluation);  c. The distinction of the proposed solution offers greater potential in advancing defence and security capability from available/existing solution(s) (known at the time of evaluation).	The minimum pass mark for this criteria is 2 points.  Opoints/Fail Insufficient or no information was provided to permit concrete analysis of the three sub-criteria.  or The proposal does not sufficiently demonstrate that the solution meets the three sub-criteria.  2 points The proposal has provided sufficient and clear information that the solution meets one of the three sub-criteria.  4 points The proposal has provided sufficient and clear information that the solution meets two of the three sub-criteria.				
	6 points The proposal has provided sufficient and clear information that the solution meets all subcriteria.				



SCC-2: Alignment to the DND/Canadian Armed Forces (CAF)	Evaluation Schema (Point-Rated)
The proposed solution aligns to and integrates within the DND/CAF, including but not limited to current, planned and emerging military systems, doctrine, and standard operational practices.	O points Insufficient or no information was provided to permit concrete analysis of the criterion.  or The proposed solution does not align to and integrate within the DND/CAF.  2 points The proposed solution can partially align to and integrate within the DND/CAF.  5 points The proposed solution fully aligns to and integrates within the DND/CAF.
SCC-3: Operational Investment	Evaluation Schema (Point-Rated)
The DND/CAF considers the proposed solution to be worthwhile for investing operational resources (e.g. personnel, equipment, data, budget, etc.) to implement the solution.	<ul> <li>O points Insufficient or no information was provided to permit concrete analysis of the criterion. or The proposed solution is not considered to be worthwhile for investing operational resources to implement the solution. 5 points The proposed solution is considered to be worthwhile for investing operational resources to implement the solution. </li> </ul>



#### 4.3 Basis of Selection

- **4.3.1** To be declared responsive, a proposal must:
  - a) comply with all the requirements of the CFP;
  - b) meet all screening criteria and mandatory criteria;
  - c) obtain the minimum pass mark of 50 points for the point-rated criteria;
  - d) obtain the minimum pass mark of 2 points for the strategic considerations criteria SCC-1.

Proposals not meeting (a) or (b) or (c) or (d) will be declared non-responsive.

**4.3.2** The combined total points achieved from the point-rated criteria and strategic considerations criteria will form the proposal's final score. An overall total of 86 points is possible to achieve. Responsive proposals will be ranked from highest to lowest score for each Challenge. Starting with the highest scoring proposal and following a descending order, the SMSC will make the final decision which proposals will be recommended for contract award.

#### **4.3.3** Tie breaker

In the event of a tied final score amongst proposals, Canada reserves the right to break the tie, using the distinguishing factors below in a descending order:

- 1. Total Technical Score out of 70 points;
- 2. Strategic Considerations Score for Investment Viability out of 6 points;
- 3. Strategic Considerations Score for Alignment to the DND/Canadian Armed Forces (CAF) out of 5 points: or
- 4. Strategic Considerations Score for Operational Investment out of 5 points.
- **4.3.4** The decision for proposal selection is at the sole discretion of the SMSC. The ranking and selection of proposals for funding does not constitute a guarantee on the part of Canada that a contract will be awarded.
- **4.3.5** Recommendations for contract award will be presented to the Senior Management Funding Oversight team, who will be responsible for funding allocation and approval.

#### 4.4 Debriefings

PWGSC will inform Bidders of their individual results via email. Contract award notices will also be posted on the Buy and Sell website. Canada may, on request by the Bidder, provide unsuccessful Bidders with additional clarification. Bidders must make their requests to the Contracting Authority within 15 business days after the receipt of their individual results.



#### 4.5 Contracting Process

To be considered for contract award, a proposal must successfully complete the contract award process before expiry of the proposal validity period.

The contract award process is as follows:

#### 4.5.1 Financial Capability and Certifications

The Contracting Authority may:

- a) request financial information to verify the Bidder's capacity to undertake the Work;
- request additional certifications and information required prior to contract award.

If a Bidder fails to demonstrate adequate financial resources to complete the Work, or fails to provide the certifications and additional information, a contract will not be awarded.

#### 4.5.2 Contract Negotiations

The Contracting Authority will initiate the negotiations for the following:

- a) Contract terms and conditions, as applicable;
- b) Pricing and cost breakdown;
- c) The provision by the Bidder of price support to substantiate the costs to Canada.

PWGSC must verify that all pricing and costs are fair and reasonable. If a cost cannot be supported the cost may not be included in the contract. Failure to achieve consensus on any aspect of the negotiations will result in the proposal being set aside and not given any further consideration. If an agreement cannot be reached between Canada and the Bidder within two months from the date of notification of the Bidder's result, Canada reserves the right to stop negotiations with the Bidder and dissociate the funds.

#### 4.6 Contract Award

Upon successful completion of all steps in the contract award process, internal approval will be sought and the Bidder's proposal will be recommended for contract award.



#### Part 5 – Certifications and Additional Information

Bidders must provide the certifications and relevant information to be awarded a contract. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a proposal non-responsive, or will declare a contractor in default if any certification made is found to be untrue, whether made knowingly or unknowingly, during the proposal evaluation period or during the contract period.

PWGSC has the right to ask for additional information to verify the Bidder's certifications. Failure to comply and cooperate with any request or requirement imposed by PWGSC will render the proposal non-responsive or constitute a default under the contract.

Certifications required with the Bidder's proposal will be identified on the Electronic Proposal Submission Form.



### **Part 6 – Resulting Contract Clauses**

(Resulting contract clauses are subject to modification by Canada)

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#### 6.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical proposal number CP-\_\_\_\_\_.

#### 6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: Standard Acquisition Clauses and Conditions<sup>23</sup>

#### 6.2.1 General Conditions

2040<sup>24</sup> (2020-05-28), General Conditions—Research & Development, apply to and form part of the Contract.

#### **6.3 Security Requirements**

There is no security requirement applicable to the Contract.

#### 6.4 Period of the Contract

or

The period of the Contract is from Contract award date to \_\_\_\_\_ inclusive.

The period of the Contract is from \_\_\_\_\_to \_\_\_\_inclusive.

#### 6.5 Delivery Dates & Work Authorization

The Milestone 1 work activities, the Milestone 1 Report, and claim must be completed and submitted no later than \_\_\_\_\_\_.

Despite any other condition of the Contract, the Contractor is only authorized to perform the Work required to complete Milestone 1 of the Contract. Upon completion of Milestone 1, the Work will be reviewed before the Contractor is authorized to commence any Work for Milestone 2. Depending on the

<sup>&</sup>lt;sup>24</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2040/19



<sup>&</sup>lt;sup>23</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual



results of the review and evaluation of the Work, Canada will decide at its discretion whether to continue with the Work.

If Canada decides to continue with Milestone 2, the Contracting Authority will advise the Contractor in writing to commence work on Milestone 2. The Contractor must immediately comply with the notice. The Milestone 2 work activities, the Milestone 2 Report, and claim must be completed and submitted no later than the last day of the term of the contract as specified at article 6.4.

If Canada decides not to proceed with Milestone 2, the Contracting Authority will advise the Contractor in writing of the decision and the Contract will be considered completed at no further costs to Canada. In no event will the Contractor be paid for any cost incurred for unauthorized work.

#### 6.6 Authorities

#### 6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

**TBD** 

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.

#### 6.6.2 Technical Authority

The Technical Authority for the Contract is:

TBD

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

#### 6.6.3 Procurement Authority

The Procurement Authority for the Contract is:

TBD

The Procurement Authority is the representative of the department or agency for whom the work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement



> Authority, however, the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.6.4 Contractor's Representative

**TBD** 

#### 6.7 Payment

#### 6.7.1 **Basis of Payment—Firm Price**

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

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

#### 6.7.2 Method of Payment

#### 6.7.2.1 Milestone Payments

Canada will make milestone payments in accordance with the Work Plan and Deliverables Tables detailed in Annex A and the payment provisions of the Contract if:

- a) an accurate and complete claim for payment using PWGSC-TPSGC 1111<sup>25</sup> Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract:
- b) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by respective authorized representatives;
- c) all work associated with the milestone has been completed and accepted by Canada.

#### 6.7.3 SACC Manual Clauses

A9117C<sup>26</sup> (2007-11-30), T1204— Direct Request by Customer Department

<sup>&</sup>lt;sup>26</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9117C/2



<sup>25</sup> http://www.tpsgc-pwgsc.gc.ca/app-acg/forms/documents/1111.pdf

#### **6.8 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.

- 1. the Articles of Agreement;
- 2. the general conditions 2040 (2020-05-28);
- 3. Annex A Statement of Work and Financial Proposal;

Travaux publics et Services gouvernementaux

Canada

- Annex B Milestone 1 and Milestone 2 Report;
- 5. The Contractor's Electronic Proposal Submission Form dated

#### 6.9 Discretionary Audit

One of the following SACC Manual clauses will apply.

<u>C0101C</u><sup>27</sup> (2010-01-11), Discretionary Audit—Non-commercial Goods and/or Services. <u>C0102C</u><sup>28</sup> (2010-01-11), Discretionary Audit—Canadian Universities and Colleges.

#### 6.10 Invoicing Instructions

The Contractor must submit a claim for progress payment using form <u>PWGSC-TPSGC 1111</u><sup>29</sup>, Claim for Progress Payment.

Each claim must show:

- a) all information required on form PWGSC-TPSGC 1111;
- b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c) the description and value of the milestone claimed as detailed in the Contract.

First claim must be supported by a copy of the Milestone 1 Report.

Second claim must be supported by:

- a) a copy of the Milestone 2 Report; and,
- b) if applicable, as set out in Annex A, the Solution Progression to Component 1b.

The Contractor must prepare and certify an original claim on Form PWGSC-TPSGC 1111, and forward it to the Technical Authority for certification with a copy to the Contracting Authority, in an electronic format, to the electronic mail address identified under section entitled "Authorities" of the Contract. Portable Document Format (.pdf) is acceptable. The Technical Authority will inspect and certify the claim for work and forward the certified claim to the Payment Office for the remaining certification and payment will take place.

<sup>&</sup>lt;sup>29</sup> http://www.tpsgc-pwgsc.gc.ca/app-acg/forms/documents/1111.pdf



<sup>&</sup>lt;sup>27</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C0101C/2

<sup>28</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C0102C/5

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

#### 6.11 Certifications

#### 6.11.1 Compliance

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

#### 6.11.2 Canadian Content Certification

The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained at article 6.12 - Canadian Content Definition.

The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

#### 6.12 Canadian Content Definition

- **6.12.1 Canadian good**: A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the <u>Canada-United States-Mexico Agreement (CUSMA)</u><sup>30</sup> Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is to be replaced with "Canada". (Consult <u>Section 3.130</u><sup>31</sup> and <u>Annex 3.6</u><sup>32</sup> of the Supply Manual for further information.)
- **6.12.2 Canadian service**: A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than

<sup>32</sup> https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/3/6



<sup>30 &</sup>lt;a href="https://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/cusma-aceum/text-texte/toc-tdm.aspx?lang=eng">https://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/cusma-aceum/text-texte/toc-tdm.aspx?lang=eng</a>

<sup>31</sup> https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/3/130

Travaux publics et Government Services Services gouvernementaux Canada Canada

> one individual, the service will be considered Canadian if a minimum of 50 percent of the total bid price for the service is provided by individuals based in Canada.

- 6.12.3 Variety of goods: When requirements consist of more than one good, one of the two methods below is applied:
  - a. aggregate evaluation: no less than 50 percent of the total bid price must consist of Canadian goods; or,
  - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an itemby-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
- **6.12.4 Variety of services:** For requirements consisting of more than one service, a minimum of 50 percent of the total bid price must be provided by individuals based in Canada.
- **6.12.5** Mix of goods and services: When requirements consist of a mix of goods and services, no less than 50 percent of the total bid price must consist of Canadian goods and services (as defined above).
  - For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.633, Example 2, of the Supply Manual.
- **6.12.6** Other Canadian goods and services: Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

#### 6.13 Applicable Laws

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

#### 6.14 Insurance

SACC Manual clause G1005C34 (2016-01-28), Insurance - No Specific Requirement

#### 6.15 Controlled Goods Program

Not applicable.

SACC Manual clause A9131C35 (2014-11-27), Controlled Goods Program—Contract SACC Manual clause B4060C36 (2011-05-16), Controlled Goods

<sup>36</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B4060C/3



<sup>33</sup> https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/3/6

<sup>34</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/3

<sup>35</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9131C/8

# Vorks and Travaux publics et Services gouvernementaux Canada

#### **6.16 Canadian Forces Site Regulations**

The Contractor must comply with all standing orders or other regulations, instructions, and directives in force on the site where the work is performed.

#### 6.17 Applicable Foreign Nationals

SACC Manual clause A2000C<sup>37</sup> (2006-06-16) Foreign Nationals (Canadian Contractor) or SACC Manual clause A2001C<sup>38</sup> (2006-06-16) Foreign Nationals (Foreign Contractor)

#### **6.18 Solution Continuum Progression**

The solution's progression within the Continuum involves a 2-step process as described below:

#### Step 1:

Following completion and certification of satisfactory delivery of Milestone 1 Report and Milestone 2 Report, the solution will be assessed to determine whether it still holds merit and departmental interest for potential advancement to Component 1b.

#### Step 2:

Should the solution be selected for potential advancement under Step 1, Canada may invite the Contractor to submit a proposal for progressing the solution to Component 1b.

Participation in Component 1b is not guaranteed and is at the sole discretion of Canada to proceed with Component 1b. Throughout the Continuum same or similar criteria to those in Part 4.2 Evaluation Criteria of the Call for Proposals (CFP) no. W7714-207317/A will be leveraged to assess or evaluate a solution.

#### 6.19 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

SACC Manual clause A3025C39 (2020-05-04)

#### **6.20** Joint Venture (if applicable)

Note: This section will be deleted if the Bidder awarded the Contract is not a joint venture. If the Contractor is a joint venture, this clause will be completed with information provided in the bid.

- **6.20.1** The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: [list all the joint venture members named in the Contractor's original bid].
- **6.20.2** With respect to the relationship between the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

<sup>&</sup>lt;sup>39</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3025C/3



<sup>&</sup>lt;sup>37</sup> http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2000C/active

<sup>38</sup> http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2001C/active

# Government Services

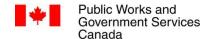
Travaux publics et

Canada

Services gouvernementaux

- i. has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
- ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
- iii. all payments made by Canada to the representative member will act as a release by all the members.
- 6.20.3 All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affect the performance of the work in any way.
- **6.20.4** All the members are jointly and severally, or solitarily, liable for the performance of the entire Contract.
- 6.20.5 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- **6.20.6** The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.





## Part 6, Attachment 1 – Milestone 1 and Milestone 2 Report Templates

#### (Milestone report templates are subject to modification by Canada)

As referenced in the Call for Proposal (CFP) document, the following report templates are to be completed by the Contractor by filling in the sections identified with the word "Input". This obligation is further referenced within Part 6 – Resulting Contract Clauses, where these reports will be leveraged as assessment tools to establish the success or non-success of the solution for further advancement.

#### **Milestone 1 Report Template**

Proposal Number:	sal Number: Input			Proposal title: Input			
PWGSC Contract Number:	l Input			e: Ir	Input		
	Work Plan and Deliverable Performance						
Work Activities (based on SOW)			*Actual Work Activities				Progress Comments
Tasks	Description of Deliverable	Estimated level of effort (days or weeks) or quantity (units)	Start Date End Date (dd mm yyyy)			Deliverable Due Date (dd mm yyyy)	Comments
Input (Task 1 Description from SOW)	Input (From SOW)	Input (From SOW)	Input	Input	Input	Input not required	Input
Input (Task 2 Description from SOW)	Input (From SOW)	Input (From SOW)	Input	Input	Input	Input not required	Input
Input (Task 3 Description from SOW)	Input (From SOW)	Input (From SOW)	Input	Input	Input	Input not required	Input
Contractor to add/delete rows as required			Input	Input	Input	Input not required	Input



Milestone 1 Report completed and delivered	Milestone 1 Report	As per SOW*	Input not required	Input not required	Input not required	Input	Input reason if date is different from that specified in the SOW*.
	*Actual Work Activities — Instruction: The Contractor cannot change the fixed work and due dates without the prior written approval of the Contracting Authority evidenced through a Contract amendment. Firm-priced milestone contracts do not pay variances in actual costs, only the firm price is payable by Canada.						

Considering the information provided in the "Work Plan and Deliverable Performance" Table above, is the solution on track, on schedule and within scope? If no:

- 1) Why not?
- 2) What are the solutions to be implemented and when?

Input

Cost Performance (Instruction above regarding variances also applies hereunder)							
Financial Proposal Breakdown (l	based on SOW)	Actual Cost Breakdown	Progress Comments				
	Labour						
Category Total \$		Total \$	Progress Comments				
Input (Category Description from SOW)	Input (From SOW)	Input	Input				
Contractor to add/delete row.	Contractor to add/delete rows as required		Input				
	Materials Materials						
Description	Total \$	Total \$	Progress Comments				
Input (Description from SOW)	Input (From SOW)	Input	Input				
Contractor to add/delete rows as required		Input	Input				
	Travel and Living						



Description	Total \$	Total \$	Progress Comments
Input	Input	Input	Input
(Trip Destination from SOW)	(From SOW)	Тірис	mput
Contractor to add/delete rows	Contractor to add/delete rows as required		Input
		Other Co	sts
Description	Total \$	Total \$	Progress Comments
Input	Input	Input	Input
(Description from SOW)	(From SOW)	Прис	mput
Contractor to add/delete rows	Contractor to add/delete rows as required Input		Input
Input	Input	Innut	Innut
(Firm Milestone Price):	(From SOW)	Input	Input

Considering the information provided in the "Cost Performance" Table above, is the solution within scope and within the Firm Price budget? If yes, what (if any) budget re-allocations were made?

If no, why not and what is/are the scope change(s)?

Input

Explain whether the progression of this solution to a higher Solution Readiness Level (SRL) is, or is not, of interest and/or benefit to Canada.

Input

What were the main findings/conclusions of the work undertaken? (Summary of S&T results)\*

\*Answering this question is optional in the Milestone 1 Report.

Please provide references to S&T publications, reports, technical memoranda, journal papers, conference proceedings, scientific letters, or other media where full details of S&T results can be found.

Input

 $Provide\, a\, transition\, overview\, explaining\, how \, the\, Contractor\, would\, progress\, the\, solution\, to\, a\, higher\, SRL\, during\, Component\, 1b\, c\, ontract.^*$ 

\*Answering this question is optional in the Milestone 1 Report.

Input



#### **Milestone 2 Report Template**

Final Technical Report (FTR)

The Final Technical Report (FTR) can be in any format of the Innovator's choosing but must include, at minimum, the following components and information:

- 1) Title Page to include:
  - Title and (if required) subtitle
  - The name and organization of the author(s), complete with address
  - PWGSC contract number
  - Integrator's name and title
  - Publication date
  - Any applicable informative or security markings
- 2) Abstract (max. 1 page for both)
- **3)** Table of Contents
- 4) Executive Summary (max. 2 pages)
- 5) Report Body
  - Context (Introduction) (max. 4 pages)
  - Work done (main body of report) (max. 50 pages)
  - Results (max. 20 pages)
  - Discussions/conclusion (max. 10 pages)
- 6) Annexes
  - A summary of proposed Component 1b work (max. 5 pages)
    - o Must include the benefit to Canada of progressing the project to higher SRL



#### Additional considerations include:

- Additional attachments or documentation (technical drawings, CVs, diagrams, etc.) may be submitted and will constitute part of the Milestone 2 Report. Attachments and documentation submitted must not infringe any third party's intellectual rights. Any references within the template should only be to further support the critical understanding of the work completed. In order for Canada to leverage this information, the referenced documents must be available through open source means;
- All company confidential or proprietary information should be clearly marked; information on DND security markings can be supplied upon request if desired (Reference contract clause: 2040 23 (2008-05-12) Confidentiality<sup>40</sup>);
- Canada has the rights and permissions to reproduce and republish all graphics (imagery, data plots, etc.) in the report (Reference contract clause: 2040 30 (2008-05-12) Licenses to Intellectual Property Rights in Foreground and Background Information<sup>41</sup>);
- Canada has the right as part of the contractual terms and conditions to reproduce the report as a whole (Reference contract clause: 2040 30 (2008-05-12) Licenses to Intellectual Property Rights in Foreground and Background Information<sup>42</sup>);
- MS PowerPoint™ slides, or similarly formatted material, are not acceptable for the FTR, but may be acceptable as supporting information; and
- There are no minimum length requirements for the FTR, however the FTR must contain sufficient information in sufficient detail to be acceptable to the Technical Authority.

 $<sup>\</sup>frac{42}{\text{https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2040/19\#licenses-to-intellectual-property-rights-in-foreground-and-background-information}$ 



<sup>40</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2040/19#confidentiality

<sup>41</sup> https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2040/19#licenses-to-intellectual-property-rights-in-foreground-and-background-information