

REQUEST FOR STANDING OFFER (RFSO)

“Commercialization studies for technology transfer”

**Offer Submission Deadline:
September 13, 2013 at 2:00 PM (EDT)**

Submit Offers to:

Canadian Space Agency
TENDERS RECEPTION OFFICE
Receiving/Shipping
From Monday to Friday between 8:00 am and 4:30 pm (closed between 12h00 and 13h00)
6767 Route de l'Aéroport
Saint-Hubert QC
Canada J3Y 8Y9

Attention: Patricia Carpentier AND Julie Anselmo

Reference: CSA File No. **9F037-13-0361**

Note: Please read this Request for Standing Offer carefully for further details on the requirements and offer submission instructions.



August 14, 2013



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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

2. Summary

Description

Obtain services on Commercialization studies for technology transfer on as and when requested basis at the Canadian Space Agency.

A maximum of two (2) standing offers will be issued in response to this request for standing offer. These standing offers will be offer to the two firms who will meet the mandatory criteria and who will obtain the highest score for technical and financial evaluation for each area of expertise. The amount for each standing offer will be \$ 75,000.00 before taxes, per year.



Period of the standing offer

The period for making call-ups against the Standing Offer is from time of issuance for a one-year period.

Security requirement

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. Offerors should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) website.

Services requirements

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

Trade Agreements

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

4. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.



PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The 2006 (2013-06-01) Standard Instructions are modified as follow:

Remove entirely **points 4 and 5** of article **01 (2013-03-21) Code of Conduct and Certifications – Offer**.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

2. Submission of Offers

Offers must be submitted only to Canadian Space Agency (CSA) Tenders Reception Office by the date, time and place indicated on the front page of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to CSA will not be accepted.



3. Enquiries - Request for Standing Offers

All enquiries must be submitted **BY EMAIL ONLY** to patricia.carpentier@asc-csa.gc.ca AND julie.anselmo@asc-csa.gc.ca no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in province of Quebec.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (4 hard copies) and 4 soft copies on CD (*in a format with an enabled text search feature*)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)



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

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, offerors should:

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

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Offerors must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

See Annex E – Evaluation criteria and selection method

1.1.2 Point Rated Technical Criteria

See Annex E – Evaluation criteria and selection method

1.2 Financial Evaluation

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

2. Basis of Selection - Highest Combined Rating of Technical Merit and Price

See Annex E – Evaluation criteria and selection method

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.



1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

The 2006 (01/06/2013) Standard Instructions are modified as follow:

Remove entirely **points 4 and 5** of article **01 (2013-03-21) Code of Conduct and Certifications – Offer**.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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) available from [HRSDC-Labour's website](#).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

1.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below before contract award.

1.3.1 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.

1.3.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

Yes () No ()

If so, the Offeror must provide the following information, for all FPS 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, Offerors 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](#).



1.3.3 Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.



2.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

2.2 Language skill

The offeror certifies that he has the language skill required to execute the work stated in the Statement of Work.

Signature

Date

CERTIFICATION

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.



PART 6 – SECURITY REQUIREMENTS

1. Security Requirement

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Offeror's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7A - Standing Offer;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

2. Security Requirement

2.1 The following security requirement applies and form part of the Standing Offer.

The work to be performed under this standing offer do requires a reliability status. The contractor must meet the conditions indicated below:

Conditions

Personnel security:

All people who should have access to protected information must obtain and maintain a reliability check issued by the CSA Security Service before gaining access to information.

Physical Security:

The information and assets must be kept in a dedicated locked filing cabinet install *inside a work area. The commercial filing cabinet must be locked with a Abloy or MEDECO controlled type lock. The access the filing cabinet key must be restricted to persons who possess a reliability check and need to know.

** **Work area:** We define a work area as a place where access is limited to personnel with a reliability check and visitors, on condition that they be accompanied by a staff member.*

Computer Security:

The contractor must use a password protected computer, not connected to the Internet, preferably a laptop, so it can be stored in a locked cabinet after use. This notebook should be under lock and under the control of the Contractor at any time. (Example: it cannot be left in a vehicle or in a hotel room unattended when there is sensitive information on the hard drive).

A desktop computer can be left on a desk in a work area locked.

The documents must not be printed on a network printer when the network is connected to the internet or used by people who do not have a reliability check and the need to know.

Electronic documents must be submitted to the CSA using media such as a CD, USB stick ... they should not be sent by electronic mail unless encrypted using a CSA approved encryption protocol.



At the end of the standing offer, the electronic documents must be deleted from the contractor's computer hard drives and computer media.

Designated Organization Screening:

Contractors who hold a valid Designated Organization Screening (DOS) must observe the requirements of the Industrial Security Manual for Public Works and Government Services Canada (PWGSC). Contractors who do not have DOS must submit a sponsorship application to the CSA in the three months after the standing offer award.

* The Canadian Space Agency (CSA) can verify if these conditions are respected before or after the granting of this standing offer.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *[Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (19-11-2012) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The 2005 (19-11-2012) Standard Instructions are modified as follow:

Remove entirely **points 4 and 5** of article **11 (2012-11-09) Code of Conduct and Certifications – Offer**.

2035 (27-06-2013) General Conditions - Higher Complexity - Services, apply to and form part of the Standing Offer.

The 2035 (27-06-2013) General Conditions - Higher Complexity - Services are modified as follow:

Remove entirely **points 4 and 5** of article **41 (2012-11-09) Code of Conduct and Certifications – Offer**.



4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____ inclusive (**WILL BE DETERMINED AT THE TIME OF ISSUANCE OF THE STANDING OFFER**).

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional _____ period, from _____ to _____ (**WILL BE DETERMINED AT THE TIME OF ISSUANCE OF THE STANDING OFFER**) under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority _____ days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Patricia Carpentier
Procurement officer
Canadian Space Agency
6767, route de l' Aéroport
Saint-Hubert, Quebec J3Y 8Y9
Telephone: 450-926-4492
Facsimile: 450-926-4969
E-mail address: patricia.carpentier@asc-csa.gc.ca

Julie Anselmo
Procurement officer
Canadian Space Agency
6767, route de l' Aéroport
Saint-Hubert, Quebec J3Y 8Y9
Telephone: 450-926-4492
Facsimile: 450-926-4969
E-mail address: julie.anselmo@asc-csa.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.



5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative

Name : _____
Telephone : ____- ____- _____
E-mail address : _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Canadian Space Agency.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form 942, Call-up Against a Standing Offer or an electronic version.



9. Financial Limitation – Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (**WILL BE DETERMINED AT THE TIME OF ISSUANCE OF THE STANDING OFFER**), (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or _____ months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

10. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (19-11-2012), General Conditions - Standing Offers - Goods or Services
- d) 2035 (27-06-2013) General Conditions - Higher Complexity – Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Performance Evaluation Report Form;
- h) the Offeror's offer dated _____ .

11. Certifications

11.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.



11.2 Status and Availability of Resources

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

13. Performance Evaluation

13.1 Contractor shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Government of Canada. Should the Contractor's performance be considered unsatisfactory more than once, the Contractor's bidding privileges on future work may be suspended for a period of 18 months or 36 months.

13.2 Contractor Performance Evaluation Report Form is used to record the performance. See Annex C.



B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2035 (27-06-2013), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

The 2035 (27-06-2013) General Conditions - Higher Complexity - Services are modified as follow:

Remove entirely **points 4 and 5** of article **41 (2012-11-09) Code of Conduct and Certifications – Offer**.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. 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.



5. Payment

5.1.1 Basis of Payment – Limitation of Expenditure

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

5.1.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Applicable Taxes are extra.
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.

5.2 Single Payment

SACC Manual clause H1000C (16-05-2011) Single Payment



5.3 Travel and Living Expenses if applicable

In accordance with:

- a) The National Joint Council, Appendices B, C and D
<http://www.njc-cnm.gc.ca/directive/index.php?did=10&lang=eng&merge=2>,
and
- b) The “Special Travel Authorities” Directive, Section 7 for
“Persons on contract”
http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/sta-eng.asp:

The contractor will be reimbursed for authorised travel and living expenses reasonably and properly incurred in the performance of the Work, with no allowance for profit and/or administrative, upon presentation of supporting documentation except for meals, mileage and incidentals which will be reimbursed without receipts in accordance with the allowances specified in Appendices B, C and D.

The department will reimburse Contractors up to full-fare economy class only, upon presentation of an electronic ticket receipt indicating the class and price of the ticket.

All travel must have the prior authorization of the contracting authority.

6. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.



-
2. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Canadian Space Agency
9F037– Financial Department
Space Science & Technologoy
6767, route de l'Aéroport
Saint-Hubert (Québec)
Canada J3Y 8Y9

Or to the following email address: facturationASC.CSAinvoicing@asc-csa.gc.ca

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.



ANNEX "A" - STATEMENT OF WORK

Objectives

The Canadian Space Agency (CSA) requires the services of consultants to carry out various commercialization studies for the Intellectual Property Management and Technology Transfer (IPMTT) Group.

Background

The CSA generates intellectual property (IP) under a broad range of circumstances. IP may be generated by industry projects under technology and applications development programs, mandates given to research suppliers, internal research as part of the Canadian Space Program, partnership projects with other government organizations and agencies, and projects carried out in conjunction with institutional or private organizations, among other things.

The IPMTT Group may wish to commercialize certain technologies for which the Crown owns the intellectual property rights. In those cases, widely varied commercialization studies are required to make the appropriate decisions regarding the opportunity to protect and commercialize the technology.

In addition to technology protection and commercialization tasks, the IPMTT Group offers the CSA community support on all matters where IP could be an issue (partnerships, contracting, data distribution, scientific or non-scientific publications, dissemination of work, etc.). The IPMTT Group may therefore require business advice to improve its offer of service procedures and to continue to offer support to the CSA community based on sound, objective information.

Requirements

As needs arise, the contractor could be required to carry out the tasks indicated in the following commercialization study phases during technology transfer activities:

A) Phase 1 – Evaluation

The main objective of this phase is to obtain an objective image of the quality of technologies evaluated compared to existing solutions on the market so that decisions can be made about the protection of Crown-owned technologies. This phase will include, without being limited to, the following tasks/steps:

- 1) Review of the basics of the technology and of the entire documentation. Identification of other relevant documents.
- 2) Interview with the researchers.
- 3) Definition of the technology and description of potential applications for new or existing products. Comparison with existing technologies/products on the market, potential advantages of the technology and the state of the art, etc.
- 4) Market description for each comparable or competitive product or application.
- 5) Description of the market structure.
- 6) List and importance of main competitors.



- 7) Identification of potentially receptive firms in Canada and the United States.
- 8) Market trends, including the technology's growth and life cycle.
- 9) Evaluation of the commercial potential of the technology/invention, including, but without being limited to, communicating with key institutions in the invention's field of application.
- 10) Identification of the technology transfer strategy (sale, licence, etc.)
- 11) Identification of countries for potential protection and evaluation of protection strategies.

B) Phase 2 – Validation

The main objective of phase 2 is to validate the interest of receptive firms identified in phase 1. This phase will include, without being limited to, the following tasks/steps:

- 1) Comprehensive identification of the market and its trends, growth, segmentation, life cycles, etc.
- 2) Validation of the technology's commercial potential.
- 3) In-depth analysis of competitive technologies and applications.
- 4) Validation and profiling of leading businesses in the area of expertise.
- 5) Validation of potentially receptive firms, possible licensing strategies and the extent of interest of the firms concerned.
- 6) Validation of the appropriate protection strategies.

C) Phase 3 – Brokering

This phase will include, without being limited to, the following tasks/steps:

- 1) Preparation of business opportunity documents.
- 2) Linking and adaptation of the technology to the business profile of potentially receptive firms.
- 3) Meeting in person with stakeholders from potentially receptive firms and presentation of the technology to confirm their interest.
- 4) Beginning of talks with interested firms about commercialization opportunities.

D) Support for all other IMPTT tasks. This may include, without being limited to,

- 1) Business advice to facilitate decision making within the IMPTT Group.
- 2) Market study for products and services of interest to the CSA, such as satellite images and data and technology incubators.
- 3) Advice on the implementation of new business procedures at the IMPTT Group.
- 4) Technology watch for any other technologies of interest to the CSA.



Reports/Deliverables

For each phase:

A final report (hard copy and electronic format) will be delivered to the technical authority. This report could be required in either official language, and it will include:

- Results and analyses
- One-page summary
- Bibliographical references

Authority to proceed with work

Before undertaking specific work for a phase, the contractor is required to submit a proposal to the contracting authority that specifies the tasks to be carried out, the expected level of effort, the implementation schedule and the estimated total price. After the contracting authority's written approval has been received, the agreed price will become a ceiling price which the contractor must abide by when carrying out all the tasks.

Language requirements

Since English is the language used for the documentation associated with these studies, the senior consultant must be proficient in English.



ANNEX "B" - BASIS OF PAYMENT

1) Hourly rate

Estimated number of hours per year: 495 hours

	Hourly rate Standing offer Year 1 From _____ to _____ (to be determined at the time of issuance of the standing offer)	OPTION 1 Hourly rate Standing offer Year 2 From _____ to _____ (to be determined at the time of issuance of the standing offer)	OPTION 2 Hourly rate Standing offer Year 3 From _____ to _____ (to be determined at the time of issuance of the standing offer)
Senior consultant	\$_____/hour	\$_____/hour	\$_____/hour

2) Travel and living expenses, if applicable, will be invoiced in accordance with National Joint Council directives.

*For financial evaluation purposes only (the evaluation will be done on the total of the three (3) years), and the offers will be evaluated as follows:

Estimated 495 hours per year X hourly rate X 3 years.



ANNEX "C"

PERFORMANCE EVALUATION REPORT FORM

CONTRACTOR PERFORMANCE EVALUATION REPORT													
Upon fulfillment of a contract, this questionnaire must be completed by the responsible project/technical authority for all service (excluding temporary help), construction and engineering consulting contracts with CSA and sent to the responsible contracting officer.													
Name of contractor:					Contract completion date:								
Name of project authority/technical authority:					Branch:								
Contract no.:					Project name:								
*Supplier													
Rating scale:				10 - 9: Excellent			6 - 5: Satisfactory						
				8 - 7: Very Good			4 - 3: Poor						
				2 - 1: Unsatisfactory									
1. Did the supplier provide consultants with the education, accreditation and experience indicated in the contract?				10	9	8	7	6	5	4	3	2	1
				Comments:									
2. Please rate the overall quality of the services provided by this supplier.				10	9	8	7	6	5	4	3	2	1
				Comments:									
3. Please rate the responsiveness of the supplier with regard to information requests or problems that may have arisen in the course of the contract, and the supplier's ability to meet deadlines.				10	9	8	7	6	5	4	3	2	1
				Comments:									
4. Was the work performed in accordance with the requirements specified in the statement of work?				10	9	8	7	6	5	4	3	2	1
				Comments:									
5. Please rate the quality of communication between the department and the supplier.				10	9	8	7	6	5	4	3	2	1
				Comments:									



6. Were all administrative documents received in accordance with the requirements of the contract?	10	9	8	7	6	5	4	3	2	1
Administrative documents can include but are not limited to:	Comments:									
<ul style="list-style-type: none"> • Invoices • Progress reports • Reports on use or business volume • Meeting agendas and minutes • Documentation and quality of work 										
TOTAL	/60									

Overall Rating: Excellent: 54 and over Very Good: 42 to 53 Satisfactory: 30 to 41
 Poor: 18 to 29 Unsatisfactory: 18 or less

Signatures

Project /Technical Authority: _____

Contracting Officer: _____

Poor or Unsatisfactory Evaluation

Technical Expert: _____

Manager, Procurement and contract administration: _____



ANNEX "D" - SAMPLE REFERENCE LETTERS

1. Reference letters – Commercial studies for new technologies

MANDATORY REQUIREMENT

This form must be completed and attached to the contractor's presentation. The form must be signed by a client from a public, parapublic, institutional, commercial or industrial field. Only one signed copy will be accepted.

The review of offers will be based on the following **MANDATORY** criterion:

- 1) Provide a total of two (2) letters of reference from separate clients for whom commercialization studies have been conducted on new technologies within the last five (5) years.

STANDARD CLAUSE

This is to confirm that _____ has carried out commercialization studies on new technologies. The work was performed to our satisfaction in accordance with the terms and conditions of the contract, the schedule and the budget adopted by mutual agreement.

_____	_____	_____
Name (in block letters)	Title	Signature
_____	_____	_____
Name of the organization	Telephone	Date



2. Reference letter – Provision of business advice

MANDATORY REQUIREMENT

This form must be completed and attached to the contractor's presentation. The form must be signed by a client from a public, parapublic, institutional, commercial or industrial field. Only one signed copy will be accepted.

The review of Offers will be based on the following **MANDATORY** criterion:

- 1) Provide a total of one (1) letter of reference from a client for whom business advice was provided within the last five (5) years.

STANDARD CLAUSE

This is to confirm that _____ has provided business advice. The work was provided to our satisfaction in accordance with the terms and conditions of the contract, the schedule and the budget adopted by mutual agreement.

_____	_____	_____
Name (in block letters)	Title	Signature
_____	_____	_____
Name of the organization	Telephone	Date



ANNEX "E" – EVALUATION CRITERIA AND SELECTION METHOD

Offers will be evaluated in three steps, as described below.

1. Step 1: The offers will first be selected in accordance with the mandatory requirements defined in Table 1 below.

2. Step 2: Compliant offers will then be evaluated against the technical criteria and rated according to the scale in Table 2 below.

3. Step 3: It will be determined which responsive offers offer the best value for money in accordance with the evaluation method shown below.

1. Step 1: Mandatory requirements

Mandatory requirements in the table will be evaluated according to the compliant/non-compliant method. Offers must include the necessary documentation to demonstrate compliance with the mandatory requirements set out in Table 1.

Table 1 – Mandatory requirements

Mandatory requirement	Description	Page/Par. No.	Compliant/Non-compliant
1	Provide a total of two (2) letters of reference from separate clients for whom commercial studies have been conducted on new technologies within the last five (5) years		
2	Provide one (1) letter of reference from a client for whom business advice to assist with decision making has been provided in the last five (5) years		
3	Provide the resumés of all the main consultants proposed		

FAILURE TO MEET ANY OF THE MANDATORY REQUIREMENTS SET OUT ABOVE WILL RESULT IN YOUR OFFER BEING DECLARED NON-COMPLIANT.



2. Step 2: Point-rated technical criteria

Offers will be evaluated against the point-rated criteria in Table 2. To be responsive, an offer must achieve a minimum score of 60% for each evaluation criterion and a total minimum score of 60% for all of the point-rated technical criteria.

Table 2 – Point-rated technical criteria

POINT-RATED TECHNICAL CRITERIA	MAXIMUM SCORE (%)	MINIMUM SCORE REQUIRED (%)
1. The firm's technical experience and the team's ability to carry out projects similar to commercial studies for new technologies in the fields of applied sciences, such as space and aerospace, robotics, engineering, life science and physics.	35	21
2. Work plan and methodology.	20	12
3. The team's technical experience and ability to carry out similar projects involving the provision of business advice for new technologies in the fields of applied sciences, such as space and aerospace, robotics, engineering, life science and physics.	35	21
4. Knowledge of the Canadian Technological context.	10	6
<i>Maximum score</i>		100
<i>Minimum technical score required</i>		60

2.1 Description of point-rated technical evaluation criteria

The evaluation grid contains a series of evaluation criteria supported by four benchmark statements (A, B, C and D). Each of these statements has a corresponding relative value.

- A = 0% of the maximum score
- B = From 1% to 60% of the maximum score
- C = From 61% to 80% of the maximum score
- D = From 81% to 100% of the maximum score



EVALUATION GRID

Description of point-rated technical criteria evaluated

Criteria evaluated	0% of maximum score	From 1% to 60% of the maximum score	From 61% to 80% of the maximum score	From 81% to 100% of the maximum score
<p>The team's technical experience and ability to carry out projects similar to commercial studies</p> <p><i>(Maximum 35 points; Minimum 21 points)</i></p>	<p>The team's technical experience and ability to carry out similar projects have not been clearly demonstrated by the examples submitted.</p> <p><i>(0 points)</i></p>	<p>The proposal demonstrates that the team has a proven ability to carry out commercialization studies for similar projects, but its experience in the field is limited or not recent and certain key abilities for carrying out the project have not been clearly demonstrated.</p> <p><i>(Max. 21 points)</i></p>	<p>The proposal demonstrates that the team has a proven ability to carry out commercialization studies for similar projects.</p> <p>The proposal demonstrates that the team has all the key abilities for carrying out the project.</p> <p><i>(Max. 28 points)</i></p>	<p>The proposal demonstrates that the team has significant expertise and understanding of how to carry out commercialization studies validated by highly complex major projects.</p> <p>The proposal demonstrates that the team has superior abilities to carry out the project.</p> <p><i>(Max. 35 points)</i></p>
<p>Work plan and methodology</p> <p><i>(Maximum 20 points; minimum 12 points)</i></p>	<p>The method described contains no details about the procedures used and does not demonstrate its effectiveness in achieving the project's objectives.</p> <p><i>(0 points)</i></p>	<p>The method describes some points in the work plan. The method's effectiveness in meeting the project's objectives is not demonstrated.</p> <p><i>(Max. 12 points)</i></p>	<p>The method describes an approach including enough details to demonstrate its effectiveness in achieving the project's objectives.</p> <p><i>(Max. 16 points)</i></p>	<p>The well-described and comprehensive method shows leading-edge expertise. The method's effectiveness in achieving the project's objectives is fully demonstrated.</p> <p><i>(20 points)</i></p>



<p>The team's technical experience and ability to carry out similar projects involving the provision of business advice</p> <p><i>(Maximum 35 points; minimum 21 points)</i></p>	<p>The team's technical experience and ability to carry out similar projects have not been clearly demonstrated by the examples submitted.</p> <p><i>(0 points)</i></p>	<p>The proposal demonstrates that the team has a proven ability to develop and provide business advice, but its experience in the field is limited or not recent and certain key abilities for carrying out the project have not been clearly demonstrated.</p> <p><i>(Max. 21 points)</i></p>	<p>The proposal demonstrates that the team has a proven record of providing business advice.</p> <p>The proposal demonstrates that the team has all the key abilities for carrying out the project.</p> <p><i>(Max. 28 points)</i></p>	<p>The proposal demonstrates that the team has significant expertise and understanding of how to provide business advice validated by highly complex major projects.</p> <p>The proposal demonstrates that the team has superior abilities to carry out the project.</p> <p><i>(Max. 35 points)</i></p>
<p>Knowledge of Canadian technological context (or high technology)</p> <p><i>(Maximum 10 points; minimum 6 points)</i></p>	<p>Using a short, clearly identified text clearly identifying, with the help of concrete, detailed examples present in the rest of the bid (including resumés), the proposal demonstrates only a limited understanding of the Canadian technological context.</p> <p><i>(0 points)</i></p>	<p>Using a short, clearly identified text clearly identifying, with the help of concrete, detailed examples present in the rest of the bid (including resumés), the proposal demonstrates a general understanding of the Canadian technological context (by the number of years of experience in the high-technology sector).</p> <p><i>(Max. 6 points)</i></p>	<p>Using a short, clearly identified text clearly identifying, with the help of concrete, detailed examples present in the rest of the bid (including resumés), the proposal demonstrates a well-established understanding of the Canadian technological context (by the number of years of experience in the high-technology sector).</p> <p><i>(Max. 8 points)</i></p>	<p>Using a short, clearly identified text clearly identifying, with the help of concrete, detailed examples present in the rest of the bid (including resumés), the proposal demonstrates a significant understanding of the Canadian technological context, including the space sector.</p> <p><i>(Max. 10 points)</i></p>



2.2 Financial proposal

2.2.1 Labour

The offeror is required to provide fixed hourly rates for the category in Appendix B – Basis of Payment.

2.2.2 Travel and living expenses

Upon prior approval of the contracting authority, travel and living expenses will be reimbursed in accordance with the National Joint Council directives on travel and living expenses.

Interviews with researchers for phase I of the project must be conducted by telephone or other electronic means. Consequently, no travel expenses will be allocated for interviews. For phase III, travel and living expenses incurred for meetings in person with potentially receptive firms will be planned in advance and approved by the contracting authority.

3. ***Step 3: Selection method and recommendation for the award of subsequent standing offers***

3.1 Selection method – Highest combined score based on technical merit and price

1. To be deemed responsive, an offer must
 - a. Comply with all the requirements of the request for standing offers; and
 - b. Meet all mandatory criteria (see Table 1); and
 - c. Obtain the required minimum points for the technical evaluation for criteria 1, 2, 3 and 4; and
 - d. Obtain the required minimum of 60 points for all of the point-rated technical criteria.

The rating scale contains 100 points.

2. Offers not meeting requirements a) or b) or c) and d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for technical merit and 20% for price.
4. To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer with the highest combined rating of technical merit and price will be recommended for issuance of a standing offer.



See sample evaluation.

Table – Sample Calculation of Best Value for Money			
Highest combined score for technical merit (80%) and price (20%)			
Offeror	Offeror 1	Offeror 2	Offeror 3
Number of Technical Points	88	82	76
<u>Price Submitted</u> (Hourly rate X estimated number of hours)	60,000	55,000	50,000
Calculation	Number of Technical Points	Number of Points for Price	Total Points
Offeror 1	$\frac{88 \times 80}{100} = 70.4$	$\frac{*50 \times 20}{60} = 16.16$	86.56
Offeror 2	$\frac{82 \times 80}{100} = 65.6$	$\frac{*50 \times 20}{55} = 18.18$	83.78
Offeror 3	$\frac{76 \times 80}{100} = 60.8$	$\frac{*50 \times 20}{50} = 20$	80.8
Winning Offeror : Offeror 1			

* The lowest-priced compliant offer.

NB: The price submitted refers to the amount for the three years.

3.2 Selection criteria

A maximum of two standing offers will be issued with respect to this request for standing offers in the amount of \$75,000 each per year to the two firms which have met the mandatory evaluation criteria and have obtained the highest scores in the technical and financial evaluations.