



**SOLICITATION CLOSES
L'INVITATION PREND FIN**

**at - à 14:00
on - le 15 June 2016**

**Time Zone: - Fuseau horaire :
Eastern Daylight Time (EDT)
Heure avancée de l'Est (HAE)**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITIONS**

Proposal to: Department of National Defence

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition au : ministère de la Défense nationale (MDN)

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.
CE DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ.

Issuing Office - Bureau de distribution

Director Services Contracting 4 (D Svcs C 4) /
Direction - Contrats de services 4 (DC Svcs 4)

Title - Sujet Intellectual Property Specialist	
Solicitation No. - N° de l'invitation DND-15/0047523	
Date 4 May 2016	
Reference No. (optional) - N° de référence (facultatif)	
RETURN BIDS TO: RETOURNER LES SOUMISSIONS À : By e-mail to / Par courriel au : DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca Director Services Contracting 4 / Direction - Contrats de services 4 Attention: Kim Seguin	
Address enquiries to: Adresser toute demande de renseignements à : Kim Seguin Telephone No. / N° de téléphone E-Mail Address / Courriel Kim.Seguin@forces.gc.ca	
FOB - FAB See herein / Voir dans les présentes.	
Destination See herein / Voir dans les présentes.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, and the Non-Disclosure Agreement.

1.2 Summary

- 1.2.1 The Department of National Defence has a requirement for the professional services of one Intellectual Property Specialist. The period of the requirement is for one year, plus four option periods of one year each.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement and the Canada-Panama Free Trade Agreement.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Office of the Procurement Ombudsman

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman (OPO). The OPO was established by the



Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-800-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca. Furthermore, the OPO offers an alternative dispute resolution service to resolve any dispute between the parties respecting the interpretation or application of a term and condition of the resulting contract.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, **Procurement Business Number** is deleted in its entirety.
- b) Section 05, **Submission of Bids** – Subsection 2(d) is deleted and replaced by:

It is the Bidder's responsibility to:

 - (d) send its bid only to Department of National Defence (DND) organization receiving the bids as specified on page 1 of the bid solicitation.
- c) Section 05, **Submission of Bids** – Subsection 3 is deleted.
- d) Section 05, **Submission of Bids** – Subsection 4 is amended as follows:

Delete: sixty (60) days
Insert: one hundred and twenty (120) days
- e) Section 06, **Late Bids** is deleted in its entirety.
- f) Section 07, **Delayed Bids** is deleted and replaced by:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- g) Section 08, **Transmission by Fax** – para (1) is deleted in its entirety.
- h) Section 20, **Further Information** is deleted in its entirety.

2.2 Submission of Bids

Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DND will not be accepted.

2.3 Former Public Servant

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



the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;



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

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

2.4 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Basis for Canada's Ownership of Intellectual Property

The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

Where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I, Technical Bid: one (1) soft copy submitted by e-mail;

Section II, Financial Bid: one (1) soft copy submitted by e-mail;

Section III, Certifications Not Included in the Technical Bid: one (1) soft copy submitted by e-mail.

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

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

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

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

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

- 3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

- 3.1.2 Exchange Rate Fluctuation**

- [C3011T \(2013-11-06\)](#), Exchange Rate Fluctuation



Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.2 Electronic Submissions

Electronic Submissions: Individual e-mails exceeding five (5) megabytes in size, or those including other factors such as embedded files, macros and/or links, may be rejected by the Department of National Defence (DND) e-mail system and/or firewall(s) without notice to the Bidder or Procurement Authority. Larger bids may be submitted through more than one e-mail. DND will confirm receipt of documents. It is the responsibility of the Bidder to ensure that their entire bid submission has been received. Bidders must not assume that all documents have been received unless DND confirms receipt of each document. Due to the possibility of e-mail rejection and/or other technical issues, bidders are requested to allow sufficient time before the closing time and date to submit their bid and for DND to confirm receipt. Bid documents received after the closing time and date will not be accepted.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory Criteria

Number	Mandatory Technical Criteria	Bid Preparation Instructions
MT1	The Bidder must clearly demonstrate that the proposed resource has a minimum of five (5) years of combined experience drafting, negotiating, monitoring and implementing intellectual property agreements. The demonstrated experience must include working with at least thirty (30) agreements or licenses.	
MT2	The Bidder must clearly demonstrate that the proposed resource has a minimum of three (3) years of combined experience in drafting, negotiating, monitoring and implementing non-disclosure agreements. The demonstrated experience must include working with at least fifteen (15) agreements.	
MT3	The Bidder must clearly demonstrate that the proposed resource is a registered Canadian patent agent by providing written proof from the Canadian Intellectual Property Office.	
MT4	The Bidder must clearly demonstrate that the proposed resource has a minimum of seven (7) years of experience conducting patent agent work, as a registered patent agent.	
MT5	The Bidder must clearly demonstrate that the proposed resource has a minimum of two (2) years of experience conducting intellectual property policy consultations including reviewing and analyzing feedback, and drafting policies. The bidder must have conducted consultations and drafted at least five (5) policies relating to the management of intellectual property assets such as but not limited to patents, copyrights, confidential information and intellectual property agreements.	

Point Rated Technical Criteria

Number	Rated Technical Criteria	Scoring Guidelines	Max
RT1	The Bidder should clearly demonstrate that the proposed resource more than five (5) years of combined experience drafting, negotiating, monitoring and implementing intellectual property agreements	1 point for each additional year above 5 years, up to a maximum 10 points	10
RT2	The Bidder should clearly demonstrate that the proposed resource has recent experience, as a	1 point for each year within the last 10 years, up to a	10



	registered patent agent, in the field of intellectual property licensing or patent agent work. Recent is defined as within the last ten (10) years.	maximum 10 points	
RT3	The Bidder should clearly demonstrate that the proposed resource has more than seven (7) years of experience conducting patent agent work, as a registered patent agent	1 point for each additional year above 7 years, up to a maximum 10 points.	10
Minimum Required Rated Score: 21/30 (70%)		Total Max	30

4.2 Basis of Selection – Highest Combined Rating of Technical Merit 60 % and Price 40%

4.2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 30 points.

4.2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

4.2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$
Combined Rating	83.84	75.56	80.89
Overall Rating	1st	3rd	2nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.1.1 Integrity Provisions – Required Documentation

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

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.1.3.1 Canadian Content Certification – Not Applicable – Intentionally DELETED from this Requirement

5.1.3.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death,



sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.1.3.3 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



PART 6 – SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Controlled Goods Requirement – Not applicable – intentionally DELETED from this requirement



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-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.

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following modifications:

- a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

7.2.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Security Requirements

- 7.3.1 The following security requirements (*SRCL and related clauses provided by ISP*) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # SRCL DND-15/0047523

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED A & B** information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.



- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from the date of Contract Award to one year later (to be specified in the resulting contract).

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities (to be specified in the resulting contract)

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
 Title and designation: _____
 Organization: _____
 Address: _____

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

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____
 Title and designation: _____



Organization: _____
Address: _____

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

The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title and designation: _____
Organization: _____
Address: _____

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

The Technical Authority 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.

7.5.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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



7.7 Payment

7.7.1 Basis of Payment

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 \$_____ (to be specified in the resulting contract). Customs and duties are *included* and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be specified in the resulting contract). Customs duties are included and 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.

7.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.8 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 address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity – Services ;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Non-Disclosure Agreement; and
- (h) the Contractor's bid dated _____ (to be specified in the resulting contract), as clarified on _____ and as amended on _____ (to be specified in the resulting contract, if applicable)

7.12 Defence Contract

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



7.13 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16,) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)

7.14 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.15 Controlled Goods Program – Not applicable – Intentionally DELETED from this requirement

7.16 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) and/or subcontractor(s) the completed and signed Non-Disclosure Agreement, attached at Annex “D”, and provide it to the Procurement Authority before they are given access to information by or on behalf of Canada in connection with the Work.

7.17 Office of the Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

7.18 No Responsibility to Pay for Work not performed due to Closure of Government Offices

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

ANNEX “A”

STATEMENT OF WORK

INTELLECTUAL PROPERTY SPECIALIST

1. BACKGROUND

- 1.1. Within the Department of National Defence (DND), the Director Materiel Policy and Procedures (DMPP) is the delegated manager of the departmental Intellectual Property (IP) Program. Under the IP Program, consisting of the main components as described in Section 5 – IP Program Components, DMPP delivers end-to-end IP services to DND employees and the Canadian Armed Forces (CAF) members. Due to an increased demand for these services, DMPP requires the professional services of an Intellectual Property Specialist to assist in the delivery of the IP Program.

2. OBJECTIVE

- 2.1. DMPP requires one (1) Intellectual Property Specialist to support the delivery of the IP Program including components such as: acquisition; protection; enforcement; licensing; disposal; policies, procedures and processes; training; compliance; and records management.

3. TERMINOLOGY

Abbreviation	Definition
ADM(MAT)	Assistant Deputy Minister (Material)
CAF	Canadian Armed Forces
CIPO	Canadian Intellectual Property Office
CiC	Commercial-in-Confidence
COTS	Commercial-Off-the-Shelf
DAOD	Defence Administrative Orders and Directives
DMPP	Director Materiel Policy and Procedures
DND	Department of National Defence
DRMIS	Defence Resource Management Information System
IP	Intellectual Property
MA&S	Materiel Acquisition & Support
MatKNet	Materiel Group Knowledge Network
TA	Technical Authority
TB	Treasury Board

4. REFERENCE DOCUMENTS

- 4.1. The following documents will be provided by the Technical Authority (TA) following contract award:
- 4.1.1. DAOD 3008-0 – Intellectual Property (<http://www.forces.gc.ca/en/about-policies-standards-defence-admin-orders-directives-3000/3008-0.page>);
- 4.1.2. TB Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697>);



- 4.1.3. Implementation Guide – Title to Intellectual Property Arising under Crown Procurement Contracts (http://www.ic.gc.ca/eic/site/068.nsf/eng/h_00001.html);
- 4.1.4. DND IP Strategy (Draft);
- 4.1.5. DND Policy on the “Management of Commercial-in-Confidence Information” (draft);
- 4.1.6. DND “Procedure on the Management of Commercial-in-Confidence Information” (draft);
- 4.1.7. DND “COTS IP Management Systems” (draft);
- 4.1.8. DND Invention Report;
- 4.1.9. DND “Outsourcing Instructions for External Patent Agents”;
- 4.1.10. DND “Copyright Guideline Developed for the Supervisor of Music on the Reproduction of Musical Work for the Canadian Forces Band Operations”;
- 4.1.11. DND “Department Guideline and Procedure Relating to Copyright Clearance”; and
- 4.1.12. DND standard license.

5. IP PROGRAM COMPONENTS

- 5.1. Acquisition – This component deals with the acquisition of IP rights. DND/CAF acquires a large amount of goods and services. In many cases, there is IP associated with the goods and services. Therefore, the acquisition of goods/services will often also involve the acquisition of the associated IP rights. DMPP will assist clients in defining the IP rights they require, as well as provide guidance with the selection of IP contract clauses and how to manage the IP once it is acquired.
- 5.2. Protection – This component deals with the acquisition of legal protection such as patents, trademarks, industrial designs and copyrights. DMPP commonly acquires IP protection on behalf of its clients. For protection in Canada, DMPP may deal directly with the Canadian Intellectual Property Office (CIPO) or may go through an external associate. DMPP will go through an associate for protection in foreign countries. In all cases, DMPP will administer the entire IP protection process on behalf of its clients, including, for example, preparing, prosecuting and paying the maintenance fees.
- 5.3. Enforcement – This component deals with the enforcement of Crown IP. DMPP often receives reports on misuses of Crown IP. DMPP will investigate the reports and confirm the misuses, as well as take enforcement action such as sending cease and desist letters when appropriate.
- 5.4. Licensing – This component deals with the licensing of Crown IP. It is the Government’s policy to encourage the use of Crown IP including support to Canadian industry in the commercial exploitation of Crown IP. DMPP often receives requests to use Crown IP. Upon receipt of such requests, DMPP will consult with internal stakeholders and issue licenses to the requesters where appropriate.
- 5.5. Disposal – This component deals with the disposal of Crown IP. Crown IP that are considered surplus assets will be disposed. The policy and process for the disposal of Crown IP asset are currently under development.
- 5.6. Policies, Procedures and Processes – This component deals with the development and updates of IP policies, procedures and business processes. The IP business process defines a series of activities or tasks to produce a specific service or product. IP policies, procedures and processes

could exist for any of the components mentioned in this section including acquisition, protection, enforcement, licensing, disposal, training, compliance and records management.

- 5.7. Training – This component deals with developing and updating training relating to IP. DMPP provides information sessions to DND employees and CAF members on a request basis. DMPP is responsible for two IP courses, namely “Basic IP Management in DND” and “IP for Procurement and Contracting Authorities”. The latter is currently under development.
- 5.8. Compliance – This component deals with the compliance of IP policies and procedures. IP is one component of the larger compliance framework covering Materiel Acquisition and Support (MA&S). DMPP works in conjunction with the Director Supply Chain Operation (DSCO) to develop and implement the MA&S compliance framework.
- 5.9. Records Management – This component deals with the management of IP records. The Department does not currently have corporate records management software to manage its IP assets. Proper records management is of critical importance. DMPP is currently conducting an option analysis of Commercial-off-the-Shelf (COTS) management systems. The acquisition of an IP management tool will be done under separate contract and is not part of this requirement.

6. TASKS

Tasks include the following:

6.1. General Tasks

- 6.1.1. Conduct research on IP-related matters;
- 6.1.2. Review, analyze, and validate IP-related information;
- 6.1.3. Communicate on IP-related issues with various organizations such as colleagues, supervisors, senior managers, and clients;
- 6.1.4. Consult with stakeholders (individually or by means of facilitating group sessions) on IP-related matters;
- 6.1.5. Respond to clients on IP-related matters;
- 6.1.6. Analyze and assess IP-related risks;
- 6.1.7. Provide advice on the interpretation of IP legislation, policies and procedures;
- 6.1.8. Identify and research IP-related best practices;
- 6.1.9. Contribute to the development and revisions of documents relating to IP-related policies, procedures, processes, option analysis, briefing notes, requirements definition or analysis, IP applications and responses to Examiner’s actions, licenses, and IP letters; and
- 6.1.10. Prepare and deliver IP-related presentations.

6.2. Acquisition Tasks

- 6.2.1. Provide advice to clients in defining their IP requirements, selecting IP contract clauses and managing IP;

- 6.2.2. Provide advice to clients with the interpretation of the TB policy “Title to Intellectual Property Arising Under Crown Procurement Contracts”;
- 6.2.3. Define and evaluate IP risks;
- 6.2.4. Develop an IP management plan;
- 6.2.5. Conduct IP due diligence;
- 6.2.6. Provide advice to clients on how to validate IP deliverables and, in particular, how to validate the accuracy of the proprietary rights in the IP deliverables; and
- 6.2.7. Resolve IP contract issues.

6.3. Protection Tasks

- 6.3.1. Provide advice to clients on how to complete invention reports;
- 6.3.2. Investigate, analyze, and validate the information in invention reports;
- 6.3.3. Assess ownership of the IP disclosed in invention reports;
- 6.3.4. Define client IP protection needs and strategies;
- 6.3.5. Prepare, prosecute, and pay the maintenance fees of patents, trademarks and industrial designs;
- 6.3.6. Register copyrights and prohibited marks; and
- 6.3.7. Communicate and liaise with external patent or trademark agents.

6.4. Enforcement Tasks

- 6.4.1. Investigate, analyze, and validate submissions of misuse of Crown IP;
- 6.4.2. Consult with stakeholders;
- 6.4.3. Assess risk of infringement to the DND;
- 6.4.4. Prepare cease and desist letters;
- 6.4.5. Communicate with alleged infringers; and
- 6.4.6. Negotiate settlements.

6.5. Licensing Tasks

- 6.5.1. Process licensing requests;
- 6.5.2. Consult with stakeholders;
- 6.5.3. Negotiate license terms;
- 6.5.4. Prepare license agreements;

- 6.5.5. Monitor license terms; and
- 6.5.6. Manage license agreements.

6.6. Disposal Tasks

- 6.6.1. Provide advice to assist clients with the disposal of IP assets.

6.7. Policy, Procedures, and Processes Tasks

- 6.7.1. Identify and analyze IP policy requirements;
- 6.7.2. Conduct IP policy research;
- 6.7.3. Identify and research IP best practices;
- 6.7.4. Conduct consultation with stakeholders;
- 6.7.5. Evaluate existing IP policies, procedures, and processes;
- 6.7.6. Recommend streamlining of existing IP procedures, methods, and processes;
- 6.7.7. Recommend IP policies, procedures, and processes;
- 6.7.8. Provide advice with the interpretation and implementation of IP policies, procedures, and business processes;
- 6.7.9. Develop and update IP business processes;
- 6.7.10. Develop and revise IP contract clauses;
- 6.7.11. Develop and revise terms in the DND standard license;
- 6.7.12. Specific tasks could include:
 - 6.7.12.1. Develop the content of the DND IP Administration Manual;
 - 6.7.12.2. Develop the policy and procedures on the Management of Commercial-in-Confidence information;
 - 6.7.12.3. Develop the implementation plan for the policy and procedures on the Management of Commercial-in-Confidence information;
 - 6.7.12.4. Provide advice to clients on the implementation of the policy and procedures on the Management of Commercial-in-Confidence information;
 - 6.7.12.5. Streamline the copyright and trademark clearance process;
 - 6.7.12.6. Update the “Department Guideline and Procedure Relating to Copyright Clearance” and “Copyright Guideline Developed for the Supervisor of Music on the Reproduction of Musical Work for the Canadian Forces Band Operations”;
 - 6.7.12.7. Develop policy and procedures for the disposal of IP assets; and
 - 6.7.12.8. Develop policy and procedures on the use of the IP records management system.



6.8. Training Tasks

- 6.8.1. Develop and update IP courses.

6.9. Compliance Tasks

- 6.9.1. Determine non-compliance of IP policies and procedures;
- 6.9.2. Provide advice to clients with compliance of the IP policies and procedures; and
- 6.9.3. Develop and update the IP component of the MA&S compliance framework, including defining compliance criteria.

6.10. Records Management Tasks

- 6.10.1. Conduct research on COTS IP management system;
- 6.10.2. Analyze and recommend COTS options;
- 6.10.3. Develop an option analysis document;
- 6.10.4. Develop, analyze, and document business requirements;
- 6.10.5. Consult stakeholders (individually or by means of facilitating group sessions) to identify comprehensive business requirements;
- 6.10.6. Revise the statements of requirements for an IP management system;
- 6.10.7. Provide advice with the configuration of the IP Management software to comply with business requirements; and
- 6.10.8. Store, arrange, index, and classify IP records.

7. INSPECTION OF DELIVERABLES

- 7.1. The TA shall be the Inspection Authority. All reports, deliverables, documents, goods, and all services rendered must be subject to inspection by the Inspection Authority or its designated representative. The Inspection Authority will provide, in writing, direction to remedy any deliverable defects.

8. REPORTING REQUIREMENTS

- 8.1. The Resource must prepare monthly reports of the work performed to support each invoice. Monthly progress reports must include the following information:
 - 8.1.1. Activities performed under each task during the period covered by the invoice;
 - 8.1.2. Status of action/decision items originating from each task;
 - 8.1.3. A description of problems which are likely to require the attention of the TA; and
 - 8.1.4. Total number of days charged against each period.



- 8.1.5. The invoice should also include the start date; end date; amount spent on services; HST; and total amount spent.
- 8.1.6. All reports must be provided in on (1) hard copy and one (1) soft copy, in a format acceptable by the TA. The soft copy must be compatible with Microsoft Office 2003 or Adobe Reader.

9. CONSTRAINTS

- 9.1. The Resource must be available to work on DND premises within the NCR between the hours of 07:00 to 17:00, Monday to Friday, where the Resource will be in contact with DND personnel on a regular basis. All Work performed outside of normal business hours must be pre-approved by the Technical Authority in writing. Should the Resource anticipate that the 7.5 hour workday stipulated in the contract may be exceeded, approval must be obtained from the Technical Authority prior to work being carried out.

10. LOCATION OF WORK

- 10.1. The majority of the Work will be completed at DND facilities within the National Capital Region (NCR), primarily at 105 Hotel de Ville, Gatineau, Québec. No travel outside of NCR will be required. Travel costs within the NCR will not be reimbursed.

11. LANGUAGE REQUIREMENTS

- 11.1. The resource must be fluent in the English language. Fluent means that the individual must be able to communicate orally and in writing without any assistance and with minimal errors.

12. GOVERNMENT FURNISHED PROPERTY AND SERVICES

- 12.1 DND will provide a workstation, computer, all software, and supplies required in order to complete the work. DND will provide, subject to normal security requirements, and only to specific Contractor personnel, access to identified databases or applications on Canada's computers or networks for the sole purpose of executing the tasks associated with this Contract. The Technical Authority, at his/her sole discretion, will identify the nature and characteristics of such access.



ANNEX “B”

BASIS OF PAYMENT

Initial Contract Period: Date of Contract Award to one year later.

Financial Limitation of \$[to be specified in the resulting contract] for the Contract Period. Firm per diem rates as detailed in the table below. GST/HST \$[to be specified in the resulting contract] extra.

Resource	Number of Resources	Firm Per Diem Rate	Estimated Level of Effort (Days)	Estimated Totals
Intellectual Property Specialist	1	\$	220	\$
Professional Services				\$
GST/HST				\$
Total Estimated Cost				\$

Option Period One: End of Initial Contract Period to one (1) year later.

Financial Limitation of \$[to be specified in the resulting contract] for the Option Period. Firm per diem rates as detailed in the table below. GST/HST \$[to be specified in the resulting contract] extra.

Resource	Number of Resources	Firm Per Diem Rate	Estimated Level of Effort (Days)	Estimated Totals
Intellectual Property Specialist	1	\$	220	\$
Professional Services				\$
GST/HST				\$
Total Estimated Cost				\$

Option Period Two: End of Option Period One to one (1) year later.

Financial Limitation of \$[to be specified in the resulting contract] for the Option Period. Firm per diem rates as detailed in the table below. GST/HST \$[to be specified in the resulting contract] extra.

Resource	Number of Resources	Firm Per Diem Rate	Estimated Level of Effort (Days)	Estimated Totals
Intellectual Property Specialist	1	\$	220	\$
Professional Services				\$
GST/HST				\$
Total Estimated Cost				\$



Option Period Three: End of Option Period Two to one (1) year later.

Financial Limitation of \$[to be specified in the resulting contract] for the Option Period. Firm per diem rates as detailed in the table below. GST/HST \$[to be specified in the resulting contract] extra.

Resource	Number of Resources	Firm Per Diem Rate	Estimated Level of Effort (Days)	Estimated Totals
Intellectual Property Specialist	1	\$	220	\$
Professional Services				\$
GST/HST				\$
Total Estimated Cost				\$

Option Period Four: End of Option Period Three to one (1) year later.

Financial Limitation of \$[to be specified in the resulting contract] for the Option Period. Firm per diem rates as detailed in the table below. GST/HST \$[to be specified in the resulting contract] extra.

Resource	Number of Resources	Firm Per Diem Rate	Estimated Level of Effort (Days)	Estimated Totals
Intellectual Property Specialist	1	\$	220	\$
Professional Services				\$
GST/HST				\$
Total Estimated Cost				\$



ANNEX "C"
SECURITY REQUIREMENTS CHECK LIST

SEP 17 2015

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat DND-15/0047523
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Department of National Defence	2. Branch or Directorate / Direction générale ou Direction ADM(Mat) / DGMSSC / DMPP	
3. a) Subcontract Number / Numéro du contrat de sous-traitance N/A	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant N/A	
4. Brief Description of Work / Brève description du travail Professional Services - Intellectual Property Specialist		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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Government of Canada
Gouvernement du Canada

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PART 4 (continued) / PARTIE 4 (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART 5 PERSONNEL (SUPPLIER) / PARTIE 5 PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART 6 SAFEGUARDS (SUPPLIER) / PARTIE 6 MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



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PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens																	
Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?
- No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?
- No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Page 4 of the SRCL to be inserted in the resulting contract



ANNEX “D”

NON-DISCLOSURE AGREEMENT

The Contractor shall not, without the prior written permission of the Contract Authority, disclose to anyone, other than an employee or a subcontractor with a need to know, the information or documentation it has access to during the performance of the Work under the Contract. Prior to commencing the Work under the Contract, the Contractor shall require its employees or subcontractors who will be performing Work under the Contract or who are provided access to the Work to sign a Statement of Non-Disclosure substantially in the form set out below.

Non-Disclosure Statement Agreement

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Number DND-15/0047523 between Her Majesty The Queen in Right of Canada, represented by the Minister of National Defence and *[Name of the Contractor]*, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labelled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not re-produce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Number: DND-15/0047523.

Signature

Date