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## REQUEST FOR STANDING OFFERS (RFSO)

**“Standing offers for Commercialization studies for  
technology transfer”**

**for the Canadian Space Agency (CSA)**

**Bid Submission Deadline:  
September 19, 2016 at 2:00 PM (EDT)**

**Bids must be submitted to the Canadian Space Agency to this address E-Mail:**

**[asc.soumissionscontrats-contractssubmissions.csa@canada.ca](mailto:asc.soumissionscontrats-contractssubmissions.csa@canada.ca)**

**Reference:** CSA File No. 9F066-16-0295

*Note:* Please read this Request for Proposal carefully for further details on the requirements and bid submission instructions.



**August 29, 2016**

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is a security requirement associated with the requirement  
For additional information, see Part 6 - Standing Offer and Resulting Contract Clauses.

### 2. Summary

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

A maximum of three (3) standing offers will be issued in response to this request for standing offer. These standing offers will be offer to the three (3) 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 \$ 100,000.00 before taxes, per year.

- A Standing Offer is an arrangement to provide goods and services at prearranged prices with set terms and conditions, for specific periods of time on an "as requested" basis.
- A Standing Offer is not a contract.
- An order against a Standing Offer is a "call-up".
- Each call-up is a separate contract between the Crown and the supplier.
- A call-up does not involve any negotiations. Acceptance by the Crown of the supplier's offer is unconditional.

For the purposes of this RFP, all references to "**Contract**" in the clauses and conditions herein, including those incorporated by reference, shall designate the "**Standing Offer**".

- **Period of the Standing offer**  
Standing offer initial period is from October 2016 to September 30, 2017
- **Option to Extend the Standing offer**  
The Contractor grants to Canada the irrevocable option to extend the term of the **Standing offer** by up to two (2) additional 1 year periods under the same conditions.

### 3. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

### 4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.



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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for proposal (RFP) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) 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 this bid solicitation and accept the clauses and conditions of the resulting contract.

#### 1.1. SACC Manual Clauses

**The document 2006 (2016-04-04)** - Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/20>

**Modification 1.** Section 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** sixty (60) days

**Insert:** hundred twenty (120) days

**Modification 2.** Modification 2. Sections 06 and 07 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are amended as follows:

**Delete:** PWGSC

**Insert:** Canada

For the purposes of this RFP, all references to "Canada", "Crown", "Her Majesty" or "the Government" in the clauses and conditions herein, including those incorporated by reference, shall designate the **Canadian Space Agency**.

### 2. Submission of Bids

**Bids must be submitted ONLY to:**

- ❖ E-Mail: [asc.soumissionscontrats-contractssubmissions.csa@canada.ca](mailto:asc.soumissionscontrats-contractssubmissions.csa@canada.ca)

at the date, time and place indicated on the front page of this bid solicitation.

**DO NOT COPY THE CONTRACTING AUTHORITY**

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



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### 3. Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority [Isabelle.doray@canada.ca](mailto:Isabelle.doray@canada.ca) **no later than three (3) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

**Section I:** Technical bid

**Section II:** Financial bid

**Section III:** Certifications

Prices must appear in the financial bid only.

No prices must be indicated in any other section of the offer.

Canada requests that Bidders 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 proposal

❖ **Bids must be submitted ONLY TO Canadian Space Agency E-Mail:**  
[asc.soumissionscontrats-contractssubmissions.csa@canada.ca](mailto:asc.soumissionscontrats-contractssubmissions.csa@canada.ca):

In 3 separate files

### DO NOT COPY THE CONTRACTING AUTHORITY

#### 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 and describe their approach 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

Bidders must submit their financial bid in accordance with the Basis of Payment and the **Annex B - Pricing**. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the offers.

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

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

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

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

#### 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	<p><b>Advanced level Official Languages</b> The Bidder <b>MUST</b> provide resources capable of providing services in both official languages.</p>		
<p><b>Advanced Level:</b> A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• support opinions; and</li> <li>• understand and express hypothetical and conditional ideas.</li> </ul> <p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• understand most complex details, inferences and fine points of meaning; and</li> <li>• have a good comprehension of specialized or less familiar material.</li> </ul> <p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• write texts where ideas are developed and presented in a coherent manner.</li> </ul>			





Mandatory requirement	Description	Page/Par. No.	Compliant/Non-compliant
2	<p><b>Security requirements</b>            The <b>Contractor</b> working under this contract <b>MUST</b> hold a valid Facility Security Clearance (FSC) at the <b>Protected B</b> level issued by the Canadian and International Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).</p> <p>The <b>Contractor's resources</b> working on this contract <b>MUST</b> hold a valid clearance at the <b>Protected B</b> level granted by the Canadian and International Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).</p>		
3	Bidders <b>MUST</b> submit the certifications required under Part 5.		
4	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 (See annex D - Sample Reference Letters)		
5	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 (See annex D - Sample Reference Letters)		
6	Provide the resumes 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.**

## 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>	<b>100</b>	
<i>Minimum technical score required</i>		<b>60</b>

### 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><b>The team's technical experience and ability to carry out projects similar to commercial studies</b></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><b>Work plan and methodology</b></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>

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><b>The team's technical experience and ability to carry out similar projects involving the provision of business advice</b></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><b>Knowledge of Canadian technological context (or high technology)</b></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>



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

A maximum of three (3) standing offers will be issued with respect to this request for standing offers in the amount of \$100,000 each per year to the three (3) firms which have met the mandatory evaluation criteria and have obtained the highest scores in the technical and financial evaluations.

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

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

- 3.1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all mandatory criteria; 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.
  
- 3.2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive.
  
- 3.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80 % for the technical merit and 20 % for the price.
  
- 3.4. 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 80 %.
  
- 3.5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %
  
- 3.6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
  
- 3.7. 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).

<b>Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	<b>115/135</b>	<b>89/135</b>	<b>92/135</b>
<b>Bid Evaluated Price</b>	<b>C\$55,000</b>	<b>C\$50,000</b>	<b>C\$45,000</b>
<b>Calculations</b>	<b>Technical Merit Points</b>	<b>Price Points</b>	<b>Total Score</b>
<b>Bidder 1</b>	$115 / 135 \times 60 = 51.11$	$45^* / 55 \times 40 = 32.73$	<b>83.84</b>
<b>Bidder 2</b>	$89 / 135 \times 60 = 39.56$	$45^* / 50 \times 40 = 36$	75.56
<b>Bidder 3</b>	$92 / 135 \times 60 = 40.88$	$45^* / 45^* \times 40 = 36$	76.88

\* represents the lowest evaluated price



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## PART 5 - CERTIFICATIONS

### 1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

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.

#### 1.1 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information <https://srisupplier.contractsCanada.gc.ca/>.

For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

Procurement Business Number (PBN): \_\_\_\_\_

#### 1.2 Certifications Precedent to Contract Award and Additional Information

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

#### 1.3 Ineligibility and Suspension Policy

Bidders, offerors or suppliers certify to the following when submitting a bid:

- they have read and understand the **Ineligibility and Suspension Policy**; <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>
- they understand that certain domestic and foreign criminal charges and convictions, and other circumstances, will or may result in a determination of ineligibility or suspension;
- they are aware that Canada may request additional information, certifications and validations for the purposes of making a determination of ineligibility or suspension;
- they have provided a list of all foreign criminal charges and convictions;
- none of the domestic criminal offences and other circumstances described in the Policy applies to them, their affiliates and their first tier subcontractors; and
- they are not aware of a determination of ineligibility or suspension that applies to them.



#### 1.4 Integrity Provisions – List of Names

- Bidders who are incorporated, including those bidding as a joint venture, **must provide a complete list of names of all individuals who are currently directors** of the Bidder. (See Annex E - Integrity Form).
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, **must provide the name of the owner(s)**. (See Annex E - Integrity Form).
- Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### 1.5 Federal Contractors Program for Employment Equity

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

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.

#### 1.6 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, bidders must provide the information required below before contract award.

##### 1.6.1 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.





### 1.6.2 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 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, 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.

### 1.6.3 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.

### 1.6.4 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.

## 1.7 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.



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## 1.8 Education and Experience

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

## 1.9 Certification

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.

### CERTIFICATION SIGNATURE

We hereby certify compliance with the above noted certification requirements for:

- 1.1. Procurement Business Number
- 1.2. Certifications Precedent to Contract Award and Additional Information
- 1.3. Ineligibility and Suspension Policy
- 1.4. Integrity Provisions – List of Names
- 1.5. Federal Contractors Program for Employment Equity
- 1.6. Former Public Servant Certification
- 1.7. Status and Availability of Resources
- 1.8. Education and Experience
- 1.9. Certification

We also certify that the signature below is that of a person authorized to sign on behalf of the firm.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title of person authorized to sign on behalf of the Organization

\_\_\_\_\_  
Name of Organization



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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Security Requirements

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **PROTECTED B** as required, granted or approved by the CISD, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED/CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed up to the level of **PROTECTED B**.
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).

#### 2. Statement of work:

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

#### 3. Standard Clauses and Conditions

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

- 3.1. The document 2005 (2016-04-04)** - Standard Instructions - General Conditions - Standing Offers - Goods or Services are incorporated by reference into and form part of the Standing Offer. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/13>

#### 3.2. Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer.

#### 4. Period of the Standing offer

Standing offer initial period is from October 2016 to September 31, 2017

#### 4.1. Option to Extend the Standing offer

The Contractor grants to Canada the irrevocable option to extend the term of the Standing offer by up to **two (2) additional one (1) year periods** under the same conditions.



The Contractor agrees that, during the extended period of the Standing offer, 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 30 calendar days before the expiry date of the Standing offer.

The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a Standing offer amendment.

## 5. Contracting Authority - Standing Offer Authority

Isabelle Doray

### **Procurement and Contract Administration**

Canadian Space Agency  
6767 route de l'Aéroport  
Saint-Hubert, QC Canada  
J3Y 8Y9

Telephone: (450) 926-4873

E-Mail: [isabelle.doray@canada.ca](mailto:isabelle.doray@canada.ca)

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

## 6. Project Authority and Identified Users

### **Canadian Space Agency**

Name: *To be inserted at contract award.*

**Title: Head, IP Management & Technology Transfer  
Space Science and Technology  
Intellectual Property**

Address: 6767, Route de l'Aéroport  
St-Hubert, Québec, J3Y 8Y9

Telephone: (450) 926-xxxx

E-Mail: [xxx.xxx@canada.ca](mailto:xxx.xxx@canada.ca)

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

## 7. Technical Authority and Identified Users

### **Canadian Space Agency**

Name: *To be inserted at contract award.*

Title: *To be inserted at contract award.*

**Space Science and Technology  
Intellectual Property**

Address: 6767, Route de l'Aéroport  
St-Hubert, Québec, J3Y 8Y9

Telephone: (450) 926-XXX

E-Mail: [xxxx.xxxx@canada.ca](mailto:xxxx.xxxx@canada.ca)



The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. 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 Standing Offer amendment issued by the Contracting Authority.

## 8. Identified Users

The Identified Users will provide the contractor with a description of the Work to be performed in sufficient detail to enable the contractor to submit a price for the completion of the work, prior to commencement of work.

## 9. Call-up Instrument

The Work will be authorized or confirmed by the Standing Offer Authority using form 942, Call-up Against a Standing Offer

## 10. Limitation of Call-Ups

Individual call-ups against this Standing Offer must not exceed \$50K (Goods and Services Tax or Harmonized Sales Tax included).

## 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 call up against the Standing Offer;
- b) The articles of the Standing Offer;
- c) Appendix A, Supplementary conditions and;  
General Conditions:  
**2005 (2016-04-04)** Standing Offers - Goods or Services  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/13>  
**2035 (2016-04-04)**, Higher Complexity Services  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/16>
- d) Appendix C, Statement of Work;
- e) Appendix B, Basis of payment
- f) The Contractor's bid dated: \_\_\_\_\_.

## 12. Performance Evaluation

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.

Contractor Performance Evaluation Report Form is used to record the performance. See **Annex F**.



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### 13. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory.*)

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.

### 14. Office of the procurement Ombudsman

#### 14.1. Dispute Resolution Services

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 or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca).

#### 14.2. Contract Administration

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 review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca).



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## B. RESULTING CALL-UPS 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 provide the items detailed in the call-up against the Standing Offer.

### 2. Standard Clauses and Conditions

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

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

#### 2.1. General Conditions:

**2035 (2016-04-04)**, Higher Complexity Services

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/16>

### 3. Term of Call-up

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

### 4. Basis of Payment - Limitation of expenditure

The Contractor will be paid for Work performed pursuant to each approved call up against a Standing Offer, in accordance with **Annex "B"**, Basis of Payment.

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.

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. Travel and Living Expenses

Upon prior approval of the contracting authority, travel and living expenses will be reimbursed in accordance with the Treasury Board 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.

In accordance with:

- a) The Treasury Board Travel Directive, 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](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/sta-eng.asp) :

The contractor will be reimbursed for authorized 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 Project authority**

## 6. Method of Payment

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as Canada requires.

## 7. Invoicing Instructions

The Contractor must submit invoices for each call up against the Standing Offer. Each invoice must indicate whether it covers partial or final delivery.

By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Standing Offer.

Invoices cannot be submitted until all work identified in the invoice is completed and approved by the Project Authority.

Invoices must be distributed as follows:

- a) One (1) copy must be forwarded to the following address for certification and payment  
[asc.facturation-invoicing.csa@canada.ca](mailto:asc.facturation-invoicing.csa@canada.ca)
- b) One (1) copy must be forwarded to the Project Authority





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## **ANNEX A**

# **STATEMENT OF WORK (SOW)**



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## 1. 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.

## 2. 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.

## 3. 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:

### 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:

- (a) Review of the basics of the technology and of the entire documentation. Identification of other relevant documents.
- (b) Interview with the researchers.
- (c) Definition of the technology and description of potential applications for new or existing products.
- (d) Comparison with existing technologies/products on the market, potential advantages of the technology and the state of the art, etc.
- (e) Market description for each comparable or competitive product or application.
- (f) Description of the market structure.
- (g) List and importance of main competitors.
- (h) Identification of potentially receptive firms in Canada and the United States.
- (i) Market trends, including the technology's growth and life cycle.
- (j) 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.

- (k) Identification of the technology transfer strategy (sale, licence, etc.)
- (l) Identification of countries for potential protection and evaluation of protection strategies.

### **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:

- (a) Comprehensive identification of the market and its trends, growth, segmentation, life cycles, etc.
- (b) Validation of the technology's commercial potential.
- (c) In-depth analysis of competitive technologies and applications.
- (d) Validation and profiling of leading businesses in the area of expertise.
- (e) Validation of potentially receptive firms, possible licensing strategies and the extent of interest of the firms concerned.
- (f) Validation of the appropriate protection strategies.

### **Phase 3 – Brokering**

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

- (a) Preparation of business opportunity documents.
- (b) Linking and adaptation of the technology to the business profile of potentially receptive firms.
- (c) Meeting in person with stakeholders from potentially receptive firms and presentation of the technology to confirm their interest.
- (d) Beginning of talks with interested firms about commercialization opportunities.

### **Support for all other IMPTT tasks.**

This may include, without being limited to,

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



#### **4. 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

#### **5. Language requirements**

The mandate is conducted on behalf of the Canadian Space Agency (CSA) who must ensure the recognition of the status of each of the official languages and compliance with the spirit and intent of the *Official Languages Act (OLA)*.

Hence, the Consultant must conduct all aspects of the mandate in full accordance with the *OLA*, specifically Part IV, Communications with and Services to the Public.

The Consultant must manage the overall mandate as to ensure active offer of services in both official languages as well as the availability and equal quality of services, products, and communications intended for the public.

Responsible team members and those in contact with the public must have an advanced level of proficiency in both official languages.

With all respondents, regardless of the region, the Consultant must offer to administer the services in either official language. The Consultant must make an active offer in both official languages on first contact.

The first language used in Quebec must be French, and in the rest of Canada, English, followed immediately by the other official language.

The progress report and final report may be submitted in English or in French; however, the Consultant must be able to present the results and discuss them with CSA staff in both official languages.



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# **ANNEX "B"**

## **Pricing**

### **BASIS OF PAYMENT**



**The Bidder should complete this pricing schedule and include it in its financial bid.**

The Bidder must submit its quoted firm all inclusive rates for each of the periods of the Standing Offer

The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) or Harmonized Sales Tax (HST), excluded

During the period of the Standing offer, the Contractor will be paid as specified below, for Work performed in accordance with a call up against the Standing Offer.

Your unit rates will be multiplied by the annual estimated quantities (For financial evaluation purposes only) and added to give the total evaluated price

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

**1) Hourly rate**

	<b>INITIAL PERIOD</b>	<b>OPTION 1</b>	<b>OPTION 2</b>
	Hourly rate	Hourly rate	Hourly rate
	Standing offer Year 1	Standing offer Year 2	Standing offer Year 3
	From October 2016 to September 30, 2017	From October 2017 to September 30, 2018	From October 2018 to September 30, 2018
	(to be determined at the time of issuance of the standing offer)	(to be determined at the time of issuance of the standing offer)	(to be determined at the time of issuance of the standing offer)
<b>Senior consultant</b>	\$_____/hour	\$_____/hour	\$_____/hour

**2) Travel and Living Expenses**

Upon prior approval of the contracting authority, travel and living expenses will be reimbursed in accordance with the Treasury Board 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.



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## **ANNEX "C"**

# **SECURITY REQUIREMENTS CHECK LIST (SRCL)**



Contract Number / Numéro du contrat 20160295
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	ASC-CSA	2. Branch or Directorate / Direction générale ou Direction Sciences et technologies spatiales
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Etudes de commercialisation pour le transfert de technologies et conseils d'affaires.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input type="checkbox"/> No / Non <input checked="" 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 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 / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité







Contract Number / Numéro du contrat

20160295

Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (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? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
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? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PART B - PERSONNEL (SUPPLIER) / PARTIE B - 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"/> TOP SECRET – SIGINT TRÈS SECRET – SIGINT <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
	<input type="checkbox"/> SECRET SECRET <input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
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? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui  <input type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - 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?	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> 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?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> 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?	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> 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?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui

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Security Classification / Classification de sécurité





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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	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	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).**



 Government of Canada / Gouvernement du Canada


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**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées) Anne-Marie Lan Phan		Title - Titre Chef, Gestion de la PI et TT	Signature 
Telephone No. - N° de téléphone 450-926-5813	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel anne-marielan.phan@canada.ca	Date 21 juillet 2010

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées) Isabelle Bouctel		Title - Titre Agent PEA & ITAR	Signature 
Telephone No. - N° de téléphone 450 926 7705	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel isabelle.bouctel@canada.ca	Date 2016/07/22

**15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?**

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non  Yes / Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées) Isabelle Doray		Title - Titre Agent des Contrats	Signature 
Telephone No. - N° de téléphone 450-926-4873	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2016/08/16

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



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## **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
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Name of the organization	Telephone	Date
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## 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
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Name of the organization	Telephone	Date
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## **ANNEX E**

### **INTEGRITY FORM**

**To be included with certifications  
(Section III : Certifications):**



<b>Dénomination complète de l'entreprise / Complete Legal Name of Company</b>	
Adresse de l'entreprise/Company's address	
NEA de l'entreprise/Company's PBN number	
Numéro de la transaction/ Transaction number	
<b>Liste de pré-qualification/Pre-Qualification List</b>	
<b>Valeur de la transaction (\$) /Transaction Value (\$)</b> <b>PLUS DE 25,000.00\$ (taxes incluses)/ OVER \$25,000.00 (including taxes)</b>	
<input type="checkbox"/> OUI / YES <input type="checkbox"/> NON / NO	
<b>Membres du conseil d'administration (Utilisez le format - Prénom Nom)</b> <b>Board of Directors (Use format - first name last name)</b> <b>Ou mettre la liste en pièce-jointe/Or put the list as an attachment</b>	
<b>1. Membre / Director</b>	
<b>2. Membre / Director</b>	
<b>3. Membre / Director</b>	
<b>4. Membre / Director</b>	
<b>5. Membre / Director</b>	
<b>6. Membre / Director</b>	
<b>7. Membre / Director</b>	
<b>8. Membre / Director</b>	
<b>9. Membre / Director</b>	
<b>10. Membre / Director</b>	
<b>Autres Membres/ Other members:</b>	
<b>Commentaires / Comments:</b>	





ANNEX "F" - PERFORMANCE EVALUATION REPORT											
Upon fulfillment of a contract, this questionnaire must be completed by the responsible project authority											
Name of contractor:	Contract completion date:										
Name of project authority	Branch:										
Contract no.:	Project name:										
Supplier											
<b>Rating scale:</b>	10 à 9 = Excellent			6 à 5 = Satisfactory			2 à 1 = Unsatisfactory				
	8 à 7 = Very Good			4 à 3 = Poor							
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?  Administrative documents can include but are not limited to:	10	9	8	7	6	5	4	3	2	1	
<ul style="list-style-type: none"> <li>• Invoices</li> <li>• Progress reports</li> <li>• Reports on use or business volume</li> <li>• Meeting agendas and minutes</li> <li>• Documentation and quality of work</li> </ul>	Comments:										
<b>Total            /60</b>	Excellent: 54 et 60			Very Good: 42 à 53			Satisfactory: 30 à 41			Poor: 18 à 29 Unsatisfactory: 18 or less	
Signatures Bloc - Evaluation Excellent, Very good or Satisfactory											

\_\_\_\_\_  
Project Authority

\_\_\_\_\_  
Contract Agent:

**Signatures Bloc - Evaluation Poor or Unsatisfactory**

\_\_\_\_\_  
Technical Expert

\_\_\_\_\_  
Supply Manager: