

Closing - Clôture

<b>Date</b>	<b>Time - Heure</b>
31-03-2017	2:00pm EasternTime

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION  
IC184414-A**

**PART I: GENERAL INFORMATION/CONDITIONS  
PARTIE I : RENSEIGNEMENTS GÉNÉRAUX/CONDITIONS**

**Title of project - Titre du projet**

**Invigilation Services for the 2017 Patent Agent Qualifying Examinations- Services de surveillance pour les examens de compétence des agents de brevets 2017**

**REISSUE OF A BID SOLICITATION:**

This bid solicitation cancels and supersedes the two (2) previous bid solicitations number IC1844414 dated February 7<sup>th</sup>, 2017 closing of February 22, 2017 at 2:00 p.m. Eastern Time and March 2, 2017 closing of March 10<sup>th</sup>, 2017 at 2:00pm Eastern Time.

**RÉÉMISSION D'UNE DEMANDE DE SOUMISSION :**

Cette demande de soumissions annule et remplace les demandes de soumissions numéro IC184414 datées du 7 février dont la date de clôture était le 22 février 2017, à 14h00 heure de l'Est et du 2 mars dont la date de clôture était le 10 mars 2017, à 14h00 heure de l'Est.

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ**

**Contracting Authority's address - Adresse de l'agent responsable du contrat**

Industry Canada / Industrie Canada  
Canadian Intellectual Property Office / Bureau de la propriété intellectuelle du Canada  
Contracting and Procurement Unit / Section des contrats et de l'approvisionnement  
Place du Portage Phase 1, 50 Victoria / Place du Portage Phase 1, 50 Victoria  
Mail Scanning, Room C-114 / Inspection du courrier, pièce C-114  
Gatineau, Quebec K1A 0C9

<b>Contracting Authority - Agent responsable du contrat</b>  Nicole Filion	<b>Telephone. No. No. de téléphone</b>  819-994-7648	<b>E-Mail/courriel:</b>  nicole.filion@canada.ca
<b>Signature</b>		<b>Date</b>

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You are invited to submit a proposal for the project named above.

## **1.0 INSTRUCTIONS FOR PREPARATION & SUBMISSION OF A PROPOSAL**

1.1 Bidders must prepare their proposal in three (3) separately bound sections as follows:

### **SECTION I - TECHNICAL PROPOSAL**

(with no reference to price)  
(1 original and 3 copies)

### **SECTION II - FINANCIAL PROPOSAL**

(1 original and 1 copy)

### **SECTION III - CERTIFICATIONS**

(1 original and 1 copy)

**Note:** Prices shall not appear in any other area of the proposal except in the Financial Proposal.

1.2 The proposal must be organized in an identical fashion to, and reference the same section, subsection, paragraph numbers and items, as the Request for Proposal (RFP) document of Part I, General Information/Conditions, Part II, Terms of Reference and Part III, Certifications, where applicable.

1.3 It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.

1.4 It is essential that the elements contained in a proposal be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Bidder's disadvantage.

1.5 The proposal must be properly completed and signed by the Bidder or by an authorized representative of the Bidder. In the event of a proposal submitted by a contractual joint venture, the proposal shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture.

1.6 Where the supplier indicates "compliance" in the proposal, it should refer to the respective clauses of the RFP, of Part I, General Information/Conditions, Part II, Terms of Reference and Part III, Certifications.

1.7 Ensure that the label identified on the last page of part I appears on all the envelopes containing your proposal. Failure to do so may render the tender liable to disqualification.

Vous êtes invité à présenter une soumission pour le projet mentionné ci-haut.

## **1.0 DIRECTIVES POUR LA PRÉPARATION ET LA PRÉSENTATION D'UNE PROPOSITION**

1.1 Les soumissionnaires doivent préparer trois (3) sections distinctes:

### **SECTION I — PROPOSITION TECHNIQUE**

(sans référence au prix)  
(1 original et 3 copies)

### **SECTION II — PROPOSITION FINANCIÈRE**

(1 original et 1 copie)

### **SECTION III — CERTIFICATS**

(1 original et 1 copie)

**Remarque :** Les prix ne doivent être indiqués que dans la proposition financière.

1.2 La proposition doit être organisée de façon identique à la demande de proposition et se référer aux mêmes sections, sous-section, paragraphes et items de la Partie I, Renseignements généraux/conditions, de la Partie II, Termes de référence et de la Partie III, Certificats de la demande de la proposition où il se doit.

1.3 Avant de présenter une proposition, le soumissionnaire doit obtenir des précisions quant aux exigences énoncées dans le présent document, au besoin.

1.4 Il est essentiel que les éléments contenus dans une proposition soient énoncés d'une façon claire et concise. S'il ne fournit pas des renseignements complets comme demandé, le soumissionnaire se mettra lui-même en position de désavantage.

1.5 La proposition doit être remplie et signée comme il se doit par le soumissionnaire ou par son représentant autorisé. S'il s'agit d'une proposition présentée par une coentreprise contractuelle, elle doit soit être signée par tous les membres de la coentreprise, ou l'on doit fournir une déclaration indiquant que le signataire représente toutes les parties de la coentreprise.

1.6 Lorsque le fournisseur indique dans sa proposition "qu'il se conforme", il doit également se référer aux clauses respectives de la Partie I, Renseignements généraux/conditions, de la Partie II, Termes de référence et de la Partie III, Certificats, de la demande de proposition.

1.7 Veuillez vous assurer que l'étiquette qui se trouve à la dernière page de la Partie I apparaît sur toutes les enveloppes contenant votre proposition. Si ces modalités ne sont pas respectées, la soumission pourra être rejetée.

1.8 Proposals submitted in response to this RFP will not be returned. There will be no payment by Canada for any costs incurred in the preparation and submission of proposals and Canada reserves the right to negotiate changes in the proposals or to cancel the requirement at any time.

## **2.0 TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL AND RESULTING CONTRACT**

2.1 Proposals received after the closing time and date shown will not be considered and will be returned unopened to the sender.

2.2 Payment will be made in Canadian funds unless otherwise specified

2.3 It is understood that your proposal will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the RFP, unless otherwise indicated herein.

2.4 The price quoted is exclusive of GST/HST. GST/HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Canada. The Bidder agrees to remit any GST/HST paid or due to Canada Customs & Revenue Agency. Bidder to provide GST/HST Registration Number.

2.5 The general conditions as set out in Industry Canada's General Conditions of a Service Contract will form part of and shall be incorporated into any and all work authorizations and the resulting contract(s). This document is available at the following website:  
[http://www.ic.gc.ca/eic/site/icgc.nsf/eng/h\\_06661.html](http://www.ic.gc.ca/eic/site/icgc.nsf/eng/h_06661.html)

2.6 The Bidder's signature indicates acceptance of the terms and conditions governing the resulting contract and the Minister reserves the right to reject any proposal including any condition proposed by the Bidder that would not be, in the opinion of the Contracting Authority, in Canada's interest.

2.7 Whenever the words "shall", "must", "will" and "mandatory" appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

The word "should" means an action that is preferred but not mandatory.

1.8 Les propositions présentées en réaction à la présente demande de proposition ne seront pas retournées. Le gouvernement du Canada ne remboursera aucuns des frais engagés pour la préparation et la présentation des propositions, et il se réserve le droit de négocier toute modification des propositions ou d'annuler une exigence en tout temps.

## **2.0 TERMES ET CONDITIONS D'UNE DEMANDE DE PROPOSITION ET DE TOUT MARCHÉ SUBSÉQUENT**

2.1 Les soumissions reçues après la date et l'heure de clôture ne seront pas examinées et seront retournées au soumissionnaire sans avoir été ouvertes.

2.2 Le paiement sera effectué en monnaie canadienne sauf indication contraire.

2.3 Il est entendu que votre soumission demeurera valide pendant au moins quatre-vingt-dix (90) jours à partir de la date de fermeture de la Demande de proposition, sauf indication contraire.

2.4 Le prix proposé ne comprend pas la TPS/TVH. La TPS/TVH, dans la mesure où elle s'applique, sera incluse dans toutes les factures et demandes de paiement partiel présentées pour des produits fournis ou un travail accompli et sera payée par le Canada. Le soumissionnaire convient de verser à l'Agence des douanes et du revenu du Canada tout montant payé ou dû au titre de la TPS/TVH. Le soumissionnaire doit nous faire parvenir son numéro d'enregistrement de TPS/TVH.

2.5 Les conditions générales figurant dans le document Conditions générales d'un contrat de service d'Industrie Canada feront partie de toute autorisation de travail et du(des) contrat(s) subséquent(s). Ce document est disponible sur le site suivant:  
[http://www.ic.gc.ca/eic/site/icgc.nsf/fra/h\\_06661.html](http://www.ic.gc.ca/eic/site/icgc.nsf/fra/h_06661.html)

2.6 Par sa signature, le soumissionnaire indique qu'il accepte les conditions qui régissent le contrat résultant. Le ministre se réserve le droit de rejeter toute proposition, y compris toute condition proposée par le soumissionnaire qui, selon l'agent responsable du contrat, n'est pas dans l'intérêt du Canada.

2.7 Lorsque les mots « doit », « doivent », « devra » ou « devront » apparaissent dans le document ou tout autre document faisant partie de ce document, les points décrits sont des exigences obligatoires.

Le mot « devrait » indique une action qui est un atout, mais qui n'est pas obligatoire

### 3.0 NOTICE TO BIDDERS

The following terms and conditions may apply to this solicitation:

3.1 Bidders may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical capability to satisfy the requirement as stipulated in this solicitation.

3.2 a) For Canadian-based bidders, prices must be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable INCLUDED, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, EXCLUDED.

b) For foreign-based bidders, prices must be firm (in Canadian funds) and EXCLUDE Canadian customs duties, excise taxes and GST or HST as applicable. CANADIAN CUSTOMS DUTIES AND EXCISE TAXES PAYABLE BY THE CONSIGNEE WILL BE ADDED, FOR EVALUATION PURPOSES ONLY, TO THE PRICES SUBMITTED BY FOREIGN-BASED BIDDERS.

3.3 Proposals will be assessed on an FOB destination basis.

3.4 Proposal documents and supporting information may be submitted in either English or French.

3.5 The contract term "Employment Equity" and any clause relating to international sanctions, if and when included in this document, apply to Canadian-based bidders only.

### 4.0 ENQUIRIES - SOLICITATION STAGE

4.1 To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFP, from the issue date of the solicitation up to the closing date, are to be directed ONLY to the contracting authority named on page one (1) of the RFP. Enquiries and other communications are NOT to be directed to any other government official(s). Failure to comply with this paragraph 6.1 may (for that reason alone) result in the disqualification of the proposal.

4.2 Enquiries **must** be IN WRITING.

### 3.0 AVIS AUX SOUMISSIONNAIRES

Les conditions suivantes peuvent s'appliquer à la présente invitation :

3.1 Avant l'adjudication du contrat, les soumissionnaires peuvent être tenus de fournir de l'information précise quant à leurs statuts juridique et financier et à leur capacité technique de satisfaire aux exigences énoncées dans la présente invitation.

3.2 a) Les prix indiqués par les soumissionnaires canadiens doivent être fermes (en dollars canadiens) et INCLURE les droits de douane et d'accise canadiens applicables, et EXCLURE la taxe sur les produits et services (TPS) ou la taxe de vente harmonisée (TVH), selon le cas.

b) Les prix indiqués par les soumissionnaires étrangers doivent être fermes (en dollars canadiens) et EXCLURE les droits de douane et d'accise et la TPS ou la TVH du Canada, selon le cas. LES DROITS DE DOUANE ET D'ACCISE DU CANADA PAYABLES PAR LE CONSIGNATAIRE SERONT AJOUTÉS, UNIQUEMENT AUX FINS D'ÉVALUATION, AUX PRIX INDICQUÉS PAR LES SOUMISSIONNAIRES ÉTRANGERS.

3.3 Les propositions seront évaluées selon une formule franco destination.

3.4 Les documents de la proposition et les renseignements à l'appui peuvent être soumis en anglais ou en français.

3.5 Le terme contractuel « équité en matière d'emploi » et toute clause relative à des sanctions internationales inclus dans le présent document s'appliquent uniquement aux soumissionnaires canadiens.

### 4.0 COMMUNICATIONS EN PÉRIODE D'INVITATION

4.1 Afin d'assurer l'intégrité du processus d'appel à la concurrence, toutes les demandes de renseignements et autres communications relativement à cette invitation à soumissionner, de la date d'émission à la date de clôture, doivent être adressées UNIQUEMENT à l'agent responsable du contrat dont le nom figure à la page un (1) de l'invitation à soumissionner. Elles NE DOIVENT être adressées à aucun autre représentant du gouvernement. Le défaut de se conformer à la présente (pour cette raison uniquement) pourrait entraîner le rejet de la soumission.

4.2 Les demandes de renseignements **doivent** être présentées PAR ÉCRIT.

4.3 Enquiries must be received no less than **two (2) working days** prior to the RFP closing date to allow sufficient time to provide a response. Enquiries received after that time might not be answered prior to the RFP closing date.

4.4 To ensure consistency and quality of information provided to bidders with respect to significant enquiries received, and the replies to such enquiries, any information will be provided simultaneously to bidders to which this RFP has been sent, without revealing the sources of the enquiries.

4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFP.

## 5.0 INSPECTION

The services provided are subject to inspection and acceptance by the responsible Project Authority.

## 6.0 RIGHTS OF CANADA

Canada reserves the right to:

- a) reject any or all proposals received in response to this RFP;
- b) enter into negotiations with bidders on any or all aspects of their proposal;
- c) accept any proposal in whole or in part without prior negotiation;
- d) cancel and/or reissue this RFP at any time;
- e) award one or more contracts;
- f) retain all proposals submitted in response to this RFP.

## 7.0 SOLE PROPOSAL - PRICE SUPPORT

In the event that the Bidder's proposal is the sole proposal received, Canada may request one or more of the following as acceptable price support:

4.3 Les demandes de renseignements doivent être reçues au moins deux **(2) jours** ouvrables avant la date de clôture de la DP afin qu'il soit possible d'y répondre en temps opportun. Pour ce qui est des demandes de renseignements reçues après ce délai, il est possible qu'on ne puisse pas y répondre avant la date de clôture de la DP.

4.4 Afin que tous les soumissionnaires reçoivent la même information et que celle-ci soit de qualité égale, les demandes de renseignements importantes reçues, ainsi que les réponses à ces demandes, seront fournies simultanément à toutes les entreprises qui auront reçu la DP, sans toutefois que le nom de l'auteur soit mentionné.

4.5 Il n'y aura pas de rencontres avec aucun des soumissionnaires avant la date et l'heure fixées pour la clôture de cette DP.

## 5.0 INSPECTION

Les services fournis sont assujettis à l'inspection et à l'acceptation du chargé de projet responsable du présent document.

## 6.0 DROITS DU CANADA

Le Canada se réserve le droit :

- a) de rejeter l'une quelconque ou la totalité des propositions déposées pour donner suite à cette DDP;
- b) négocier, avec un ou plusieurs soumissionnaires, l'un quelconque ou la totalité des aspects de leur proposition;
- c) d'accepter toute proposition intégralement ou en partie sans négociation préalable;
- d) d'annuler ou de publier à nouveau la présente demande à n'importe quel moment;
- e) d'adjuger un ou plusieurs contrats;
- f) de conserver toutes les propositions déposées pour donner suite à cette DDP.

## 7.0 SEULE PROPOSITION REÇUE - SUPPORT DES PRIX

Si la proposition du soumissionnaire est la seule reçue, le Canada peut exiger que le soumissionnaire présente un document de soutien des prix contenant les renseignements suivants :

- a) a current published price list indicating the percentage discount available to the Government of Canada; and/or
- b) copy of paid invoices for like services performed for other customers; and/or
- c) a price certification statement; and/or
- d) any other supporting documentation as requested.

## 8.0 CERTIFICATION REQUIREMENTS

8.1 In order to be awarded a contract, the certifications attached in Part III are required. Canada shall declare a proposal non-responsive if the certifications are not submitted or completed as required.

8.2 Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada during the proposal evaluation period (prior to contract award) and after contract award.

8.3 In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor in its proposal is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

## 9.0 T4A SUPPLEMENTARY SLIP REQUIREMENT

Pursuant to paragraph 221(1d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4A Supplementary Slip. To enable client departments and agencies to comply with the requirement, contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other identifying supplier information as applicable along with a certification as to the completeness and accuracy of the information.

## 10.0 FORMER PUBLIC SERVANTS (FPS) IN RECEIPT OF A PENSION

A FPS in receipt of a pension may not compete for a requirement that exceeds \$100,000 including expenses and GST/HST. Reference, Part III, Section 1.3, Former Public Servants.

- a) la liste de prix publiée la plus récente, indiquant l'escompte, en pourcentage, offert au gouvernement du Canada;
- b) une copie des factures payées pour des services semblables rendus à d'autres clients; et (ou)
- c) une attestation des prix, et (ou)
- d) toutes autres pièces justificatives telles que demandées.

## 8.0 EXIGENCES EN MATIÈRE DE CERTIFICATS

8.1 Pour obtenir un contrat, le soumissionnaire doit joindre à la Partie III les certificats requis. Le Canada déclarera une proposition irrecevable si les certificats ne sont pas soumis ou remplis comme on l'exige.

8.2 Au cours de la période d'évaluation des propositions (avant l'adjudication du contrat) et après l'adjudication du contrat, le Canada peut vérifier si le soumissionnaire s'est conformé aux certificats.

8.3 Si l'entrepreneur n'est pas conforme à un certificat ou que l'on détermine que l'entrepreneur a fourni dans sa proposition un faux certificat, que ce soit sciemment ou involontairement, le ministre peut, conformément aux clauses d'inexécution du contrat, résilier le contrat pour cause d'inexécution.

## 9.0 EXIGENCE RELATIVE AUX FEUILLETS T4A SUPPLÉMENTAIRES

Conformément à l'alinéa 221 (1) d) de la *Loi de l'impôt sur le revenu*, les ministères et organismes sont tenus de déclarer, à l'aide du feuillet T4-A supplémentaire, les paiements contractuels versés aux entrepreneurs en vertu de marchés de services pertinents (y compris les marchés composés de biens et de services). Afin de permettre aux ministères-clients et organismes de se conformer à cette exigence, les entrepreneurs sont tenus de fournir des renseignements quant à leur dénomination sociale et à leur statut juridique, numéro d'entreprise ou numéro d'assurance sociale ou autre identificateur unique au fournisseur, le cas échéant, ainsi qu'une attestation à l'effet qu'ils sont corrects et complets.

## 10.0 ANCIENS FONCTIONNAIRES QUI TOUCHENT UNE PENSION

Un ancien fonctionnaire qui touche une pension ne peut poser sa candidature à un marché qui dépasse 100 000 \$, y compris les dépenses et la TPS/TVH. Référence: Partie III, section 1.3, Anciens fonctionnaires.

## 11.0 PAYMENT

11.1 One of the following basis and method of payment will be selected for this RFP based on the work requirement. The chosen methods are identified in Part II, Terms of Reference, Section 12, and Financial Proposal.

### 11.2 Basis of Payment - GST/HST Extra

- firm or fixed price
- fixed time rate
- cost reimbursable
  - per diem, or
  - ceiling price

### 11.3 Method of Payment - GST/HST Extra

- payment on delivery and acceptance, or
- progress payments

#### Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC), available at the following PWGSC Web site:

<http://sacc.pwgsc.gc.ca/sacc/>

#### **R2410T 2012-07-16 GENERAL INSTRUCTIONS TO BIDDERS**

#### **2010C 2012-07-16 GENERAL CONDITIONS - SERVICES (MEDIUM COMPLEXITY)**

#### **C3010T 2010-01-11 EXCHANGE RATE FLUCTUATIONS**

## 12.0 BASIS OF SELECTION

It is understood by the parties submitting proposals that, to be considered valid, a proposal must meet all mandatory requirements specified herein. The proposals not meeting all of the mandatory requirements will be given no further consideration.

## 11.0 PAIEMENT

11.1 On choisira l'une des bases et des modalités de paiement suivantes pour la présente demande de proposition en fonction du marché. Les méthodes choisies seront indiquées dans la Partie II, Termes de référence, section 12, Proposition financière.

### 11.2 Base de paiement — TPS/TVH en sus

- prix ferme ou fixes
- tarif horaire fixe
- coûts remboursables
  - tarif journalier, ou
  - prix plafond

### 11.3 Modalités de paiement — TPS/TVH en sus

- paiement sur livraison et acceptation, ou
- acomptes.

#### Clauses et conditions uniformisées d'achat

Toutes les directives, expressions générales, conditions et causes indiquées dans les présentes par un titre, un numéro et une date sont établies dans les *Clauses et conditions uniformisées d'achat* (CCUA) publiées par Travaux publics et services gouvernementaux Canada (TPSGC), que l'on peut consulter dans le site Web de TPSGC suivant :

<http://sacc.pwgsc.gc.ca/sacc/>

#### **R2410T 2012-07-16 INSTRUCTIONS GÉNÉRALES AUX SOUSSIONNAIRES**

#### **2010C 2012-07-16 CONDITIONS GÉNÉRALES - SERVICES (COMPLEXITÉ MOYENNE)**

#### **C3010T 2010-01-11 FLUCTUATIONS DU TAUX DE CHANGE**

## 12.0 MÉTHODE DE SÉLECTION

Les parties qui soumettent une proposition comprennent que, pour que leur soumission soit valide, elle doit satisfaire à toutes les exigences obligatoires précisées dans le présent document. Les propositions qui ne satisfont pas à toutes les exigences obligatoires ne seront pas retenues.



### **13.0 INTERNATIONAL SANCTIONS**

Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:

<http://www.international.gc.ca/trade/sanctions-e.asp>

It is a condition of the resulting contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.

By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

### **14.0 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

14.1 Non-federally regulated employers with a resident workforce in Canada of 100 or more employees bidding on a contract of \$200,000 or more must certify their commitment to implement employment equity according to the criteria of the Federal Contractors Program.

### **15.0 APPLICABLE LAW**

15.1 The Contract shall be interpreted and governed, and the relations between the Parties, determined by the laws in force in Ontario.

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

### **13.0 SANCTIONS INTERNATIONALES**

Les personnes au Canada et les Canadiens à l'étranger sont liés par les sanctions économiques imposées par le Canada. En conséquence, le gouvernement du Canada ne peut accepter la livraison d'aucun bien ou service provenant, directement ou indirectement, d'un ou de plusieurs pays assujettis aux sanctions économiques.

Les détails relatifs aux sanctions actuellement en vigueur peuvent être vus à l'adresse suivante :

<http://www.international.gc.ca/trade/sanctions-fr.asp>

Une condition essentielle au marché subséquent est que l'entrepreneur ne fournisse pas au gouvernement canadien un bien ou un service assujetti aux sanctions économiques.

Conformément au règlement en vigueur, l'entrepreneur devra respecter tout changement apporté aux sanctions imposées durant la période du contrat. Lors de l'exécution du contrat, si l'imposition de sanctions contre un pays ou une personne ou l'ajout d'un bien ou service à la liste des biens et services devait empêcher l'entrepreneur de satisfaire à la totalité ou à une partie de ses obligations, l'entrepreneur pourra invoquer la force majeure. L'entrepreneur devra informer le Canada immédiatement de la situation; les procédures établies pour la force majeure s'appliqueront alors.

### **14.0 PROGRAMME DE CONTRATS FÉDÉRAUX POUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI**

14.1 Les employeurs non assujettis à la législation fédérale dont l'effectif au Canada compte plus de 100 employés qui soumissionnent dans le cadre d'un marché de 200 000 \$ ou plus doivent certifier qu'ils s'engagent à respecter les principes de l'équité en matière d'emploi conformément aux critères du Programme de contrats fédéraux.

### **15.0 LOIS APPLICABLES**

15.1 Le contrat doit être interprété et régi selon les lois en vigueur en Ontario, et les relations entre les parties seront déterminées par ces lois.

15.2 Les soumissionnaires peuvent, à leur discrétion, remplacer les lois applicables d'une province ou d'un territoire canadien de leur choix sans changer la validité de leur proposition, en remplaçant la province ou le territoire canadien précisé par la province ou le territoire canadien de leur choix. Si aucun changement n'est apporté, le soumissionnaire reconnaît qu'il accepte les lois applicables précisées.

**THIS SHEET MUST BE USED AS A LABEL ON ALL THE ENVELOPES CONTAINING YOUR PROPOSAL:**  
**CETTE PAGE DOIT SERVIR D'ÉTIQUETTE SUR CHACUNE DES ENVELOPPES CONTENANT VOTRE**  
**SOUSSION**

---

**INDUSTRY CANADA/INDUSTRIE CANADA  
CONTRACTS & MATERIEL MANAGEMENT/  
CONTRATS ET GESTION DU MATÉRIEL**

**CONTRACTING OFFICER'S NAME / NOM DE L'AUTORITÉ  
CONTRACTANTE**

**Industry Canada / Industrie Canada  
Canadian Intellectual Property Office / Bureau de la propriété intellectuelle du  
Canada  
Contracting and Procurement Unit / Section des contrats et de  
l'approvisionnement  
Place du Portage Phase 1, 50 Victoria / Place du Portage Phase 1, 50 Victoria  
Mail Scanning, Room C-114 / Inspection du courrier, pièce C-114  
Gatineau, Quebec K1A 0C9**

**Invigilation Services for the 2017 Patent Agent Qualifying  
Examinations / Services de surveillance pour les examens de  
compétence des agents de brevets 2017**

**RFP# IC184414-A  
CLOSING DATE/DATE DE CLÔTURE  
March 31, 2017/ 31 mars 2017  
2:00 pm Eastern Time/14 h, heure de l'Est**

**FROM/DE: COMPANY NAME/NOM DE L'ENTREPRISE**

## **Part II: Terms of Reference**

### **1.0 PURPOSE**

The department of Industry Canada requires invigilation services for the administration of the April 2017 patent agent qualifying examination. The services will be required from contract award to April 28, 2017, last day of examination.

### **2.0 TITLE OF PROJECT**

Invigilation Services for the 2017 Patent Agent Qualifying Examinations

### **3.0 BACKGROUND**

The Patent Agent Qualifying Examination is a certification exam designed to assess the candidate's knowledge of the Patent Act, the Patent Rules, patent application drafting, case law and the Canadian Intellectual Property Office (CIPO) Practice required in order to practice independently as a patent agent. This year, the examinations will be held on April 25, 26, 27 and 28, 2017 ("scheduled exams") in multiple locations across Canada.

### **4.0 PROJECT REQUIREMENTS/OBJECTIVES**

The Contractor will provide professional invigilation services for the 2017 patent agent qualifying examination in the following twelve (12) cities: Victoria, Vancouver, Edmonton, Calgary, Saskatoon, Winnipeg, London, Toronto, Gatineau, Montréal, Québec City and Moncton. The Contractor will also be responsible for the shipping of the examination material back to CIPO from the twelve (12) cities following the last exam on April 28nd, 2017, as detailed in 4.5 Shipping.

### **5.0 SCOPE OF WORK**

The Contractor will provide the following services to the Canadian Intellectual Property Office:

Provide one invigilator for each city, as detailed in 5.6 Date and Venue Schedule.

#### **Before all the exams – instructions and reception of material prior to the exams.**

- a) Invigilators should refer to the Instructions to Invigilators document that will be provided to them in advance of the examination date for precise instructions for what is required by them. Invigilators must be available to participate in a telephonic discussion prior to the examination. The date(s) will be confirmed after contract award.
- b) Receive and securely store box(es) of copies of exams (see 4.5 Shipping), Patent Act, Patent Rules and Answer booklets until the day of exam.
- c) Verify the contents of the box(es) containing the above materials against the packing list upon receipt. Notify the responsible at the Canadian Intellectual Property Office (contact info will be confirmed at contract award) forthwith to confirm reception of the material and to indicate if something is missing.

#### **On each day of the scheduled exams (April 25 to April 28, 2017):**

Before each exam

- d) Invigilators to arrive at each exam location no later than 8:00 am.
- e) Ensure that accommodations are adequate (i.e. that there are enough tables and chairs for the candidates and the invigilator(s).
- f) Ensure that a clock is visible to all candidates.
- g) For e) and f) if the accommodations are inadequate or the clock is missing invigilators must rectify the situation with the facility management and notify the Canadian Intellectual Property Office immediately (contact in c)).

- h) Greet candidates as they arrive.
  - o Confirm candidate identification;
  - o Check names off attendance sheet;  
The candidates are permitted to bring their own unmarked hard copy of a French dictionary, English dictionary or French/English dictionary. The dictionary is inspected by flipping the pages.
  - o Distribute exams.
    - i. Paper A is to be distributed on April 25th
    - ii. Paper B on April 26th
    - iii. Paper C on April 27th, and
    - iv. Paper D on April 28th.
- i) 8:55 am – Read provided instructions to candidates (should take approximately five minutes to read).
- j) 9:00 am – Instruct candidates to commence the exam.

\*\* Candidates are allowed four (4) hours to write each paper. Therefore, please confirm for candidates the time when four (4) hours will elapse.

\*\* Candidates may still write the examination if they arrive late, however they will not be read the instructions and they will not have additional time to write the exam (i.e. their exam ends at the same time as the other candidates exams: 1:00 pm).

#### During each exam

- Periodically circulate the room, monitor and address any invigilation–related issues (ex. cheating)
  - o Confiscate any unauthorized material;
  - o Report afterwards to [ic.cipoagentexams-opicexamenagent.ic@canada.ca](mailto:ic.cipoagentexams-opicexamenagent.ic@canada.ca) regarding instances of confiscated materials, any use of electronic devices or any other unusual events.
- 10:00 am – Announce the time, and the time remaining to write.
- 11:00 am – Announce the time, and the time remaining to write.
- 12:00 pm – Announce the time, and the time remaining to write.
- 12:45 pm – Announce the time, and the time remaining to write.
- 1:00 pm – Instruct candidates to put down their pens. Collect the candidate number of any candidates not following this rule, and report afterwards to [ic.cipoagentexams-opicexamenagent.ic@canada.ca](mailto:ic.cipoagentexams-opicexamenagent.ic@canada.ca)

#### After each exam

Collect the sealed envelope from each candidate containing the examination paper and answer book(s). It is the candidate’s responsibility to ensure that the examination paper and answer book(s) have been inserted into the sealed envelope and that the assigned candidate number has been indicated on each of these. Candidates may take their dictionary home, but the Patent Act and Rules must remain in the room, as they will be re-used by other candidates the next day. For the last examination, also refer to 4.5 Shipping.

#### Shipping

On the last day of the examinations, April 28th, 2017, following the final examination, the invigilators will make the arrangements to have the boxes shipped back to CIPO from their homes in the twelve (12) cities via courier services to Isabelle Picard’s attention. The copies of the Patent Act and Rules must not be sent back to CIPO; they are to be disposed of by the invigilators. Once they have been shipped, contact CIPO to confirm how many boxes CIPO should expect to receive from each of the twelve (12) cities. Shipping labels will be provided to the invigilators to cover the cost of the return shipping.

The exam material will be sent directly to the invigilators personal address, where it must be stored in a room that can be locked. The exam material is protected and must not to be shared with anyone. When transporting the exam material, the invigilators will be responsible for ensuring that the material it not left unattended.

Since the exam materials should be treated as Protected B material, shipping of the exam material must be done via courier services.

#### Period of Work

The Contractor will, from contract award to April 28, 2017, perform and complete with care, skill, diligence and efficiency the work that is described in the clause entitled "Scope of Work".

### **5.1 Tasks and Deliverables**

The Contractor will provide the following tasks and deliverables:

#### **5.1.1 For each exam of each day (9:00 am until 1:00 pm)**

- 8:55 am – Read instructions to candidates which will be provided by CIPO.
- 9:00 am – Instruct candidates to commence the exam.

\*\*Candidates are allowed four (4) hours to write each paper. Therefore, the Contractor must advise the candidates when four (4) hours will elapse.

\*\*Candidates may still write the examination if they arrive late, however they will not be read the instructions and they will not have additional time to write the exam (i.e. their exam ends at the same time as the other candidates exams: 1:00 pm for each Paper.

#### **5.1.2 During the exams**

- Periodically, quietly circulate the room, monitor and address any invigilation–related issues (ex. cheating)
  - o Confiscate any unauthorized material;
  - o Report afterwards to [ic.cipoagentexams-opicexamenagent.ic@canada.ca](mailto:ic.cipoagentexams-opicexamenagent.ic@canada.ca) regarding instances of confiscated materials, any use of electronic devices or any other unusual events;
  - o Monitoring should be performed from the back of the room as it provides a clear view of invigilation-related issues without disturbing the candidates.
  - o 10:00 am – Announce the time, and the time remaining to write.
  - o 11:00 am – Announce the time, and the time remaining to write.
  - o 12:00 pm - Announce the time, and the time remaining to write
  - o 12:45 pm – Announce the time, and the time remaining to write.
  - o 13:00 pm – Instruct candidates to put down their pens. Collect the candidate number of any candidates not following this rule, and report afterwards to [ic.cipoagentexams-opicexamenagent.ic@canada.ca](mailto:ic.cipoagentexams-opicexamenagent.ic@canada.ca)

### **5.4 After each of the Exams**

Collect the sealed envelope from each candidate containing the examination paper and answer book(s). It is the candidate's responsibility to ensure that the examination paper and answer book(s) have been inserted into the sealed envelope and that the assigned candidate number has been indicated on each of these. Candidates may take their dictionary home, but the Trade-marks Act and Trade-marks Regulations must remain in the room.

### **5.5 Shipping**

At the end of the day on April 28, 2017, at the end of the Paper B examination, the invigilators must make the arrangements to have the boxes shipped back to CIPO via courier services to attention of the Patent Appeal Board. The copies of the Trade-marks Act and Trade-marks Regulations must not be sent back to CIPO; they are to be disposed of by the invigilators. Once the boxes have been shipped, contact CIPO to confirm how many boxes CIPO should expect to receive from each of the cities along with the shipping track/confirmation numbers. Shipping labels will be provided to the invigilators to cover the cost of the return shipping.

## 5.6 Date and Venue Schedule

The contractor must provide from April 25, 2017 to April 28, 2017, the required number of Invigilator for each city as identified below. The services must be provided from 8:00 am to 1:30 pm at the venues identified below. Some venues are currently not confirmed, however, CIPO will inform the Contractor as soon as the location is known. Furthermore, for some cities, there will be less than four (4) exams. See Annex B for the Invigilators distribution for the 12 venues.

City	Prov	Number of invigilators	Location of venue
Calgary	AB	1	To be determined
Edmonton	AB	1	The Sutton Place Hotel Edmonton, 10235 – 101 Street
Montréal	Qc	1	Université McGill, New Residence Hall, 3625 Parc Avenue, Level C
Toronto	ON	2	Enercare Centre, 100 Princes' Blvd
Toronto (special accommodation)	ON	(invigilated by CIPO)	Enercare Centre, 100 Princes' Blvd
London	ON	1	To be determined
Vancouver	BC	1	Pan Pacific Vancouver, 300 – 999 Canada Place
Victoria	BC	1	To be determined
Québec	Qc	1	Marriott Québec Centre-Ville, 850 Place d'Youville
Saskatoon	SK	1	Sheraton Cavalier Hotel, 612 Spadina Crescent East Saskatoon SK S7K 3G9
Moncton	NB	1	To be determined
Winnipeg	MB	1	Four Points by Sheraton Winnipeg International Airport, 1999 Wellington Ave.

## 6.0 OFFICIAL LANGUAGES

The Contractor's resource(s) must be able to provide services in both official languages.

## 7.0 TRAVEL

Any travel, accommodation, and incidental expenses related to the conduct of the Work are the sole responsibility of the Contractor. No travel, accommodation, or incidental expenses will be reimbursed under the resulting Contract.

## 8.0 MANAGEMENT OF THE PROJECT

Industry Canada's Canadian Intellectual Property Office will be managing this project. The name of Project Authority and/or Technical Authority will be provided upon contract award.

### 8.1 Change Management Procedures:

Any change to the scope of the work shall be agreed to in writing between the Contractor and the Departmental Representative and authorized with a formal contract amendment.

## 9.0 CONSTRAINTS

N/A

## **10.0 SECURITY**

### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, 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/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, 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 A;
  - b. Industrial Security Manual (Latest Edition).

## **11.0 EVALUATION PROCEDURES**

11.1 Proposals will be evaluated in three separate steps as follows:

- a) evaluation of the technical and financial Mandatory Requirements as listed in Section 12.0 below. Only proposals meeting all of the Mandatory Requirements will advance to Step b);
- b) evaluation of the technical rated requirements as listed in Section 13.0 below.

**Note:** Industry Canada may choose to terminate the evaluation of any proposal upon the first findings of non-compliance with a mandatory requirement or upon the first finding where a proposal fails to meet a minimum score for a rated requirement.

11.2 An evaluation team composed of representatives of Industry Canada will evaluate the proposals.

The evaluation team reserves the right but is not obliged to perform any of the following:

- a) seek clarification or verify any or all information provided by the Bidder with respect to this RFP;
- b) contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfil the requirement, at Industry Canada in Ottawa, Ontario, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.

## **12.0 MANDATORY REQUIREMENTS**

To be considered responsive, a proposal must meet all of the mandatory requirements of this solicitation. Proposals not meeting all of the mandatory requirements will be given no further consideration. Industry Canada may decide to terminate the evaluation upon the first non-compliance of a mandatory requirement.

<b>RFP Reference</b>	<b>Requirement(Bidder's proposal should repeat exactly as defined in the RFP)</b>	<b>Referenced Section/Page in Bidder's Proposal</b>
<b>12.1</b>	The Bidder must provide a copy of each proposed Invigilator's resume	
<b>12.2</b>	The Bidder must provide proof that each proposed Invigilator has at a minimum a secondary school diploma. A copy of the diploma must be provided.	
<b>12.3</b>	The Bidder's proposed Invigilator must have at least one year of experience doing administrative work. The experience must be clearly identified in the Invigilator's resume provided in M1.	
<b>12.4</b>	The financial proposal must be submitted as a separate document to the technical proposal (NO FINANCIAL INFORMATION FROM THE FINANCIAL PROPOSAL MAY APPEAR IN THE TECHNICAL PROPOSAL).	
<b>12.5</b>	The Bidder must provide full cost breakdown as per Section 15.0 below, Financial Proposal.	



### **13.0 POINT RATED REQUIREMENTS**

In order to qualify for the rating process, proposals **MUST** respond to the following rated requirements **IN THE ORDER SHOWN** and **MUST** include the referenced Section/Page in the Bidder's proposal. Any proposal which fails to achieve the required minimum score for any rated item will be eliminated from further consideration. In addition, to be further evaluated, the bidder's proposal must achieve **an overall minimum technical rating of 60%**. Innovation, Science and Economic Development Canada may decide to terminate the evaluation upon the first non-compliance of a rated requirement.

RFP Reference	Requirement (bidder's proposal should repeat exactly as defined in RFP)	Points		Referenced Section/Page in Bidder's Proposal
		Max.	Min.	
	<b>Technical Rating</b>			
13.1	Further to Mandatory Requirement 12.1, the Bidder should provide evidence that each proposed invigilator has an undergraduate degree or a graduate degree. The Bidder must provide a copy of each invigilator's diploma.	20		
13.2	The Bidder's proposed invigilators should have work experience as a proctor or invigilator of an examination. Each proposed invigilators resume submitted in M1 above should identify the number of venues that the resource has acquired this experience.  <b>Scores will be totaled for each proposed invigilator and then divided by the number of resources proposed to arrive at an average score for this point rated criteria.</b>	50		
13.3	Further to Mandatory Requirement M3, additional points will be allocated for experience performing administrative work over and above the minimum of one year of experience.  <b>Scores will be totaled for each proposed invigilator and then divided by the number of resources proposed to arrive at an average score for this point rated criteria.</b>	20		
	Total maximum point rated requirements	90		<b>Overall minimum points required: 54</b>

### **14.0 FINANCIAL PROPOSAL**

The financial proposal is to be submitted as a separate package to the technical proposal, and will be assessed only if the bidder's proposal meets all the technical and financial mandatory requirements, meets the minimum score for each point rated requirement and receives a **MINIMUM OF 60 PERCENT** on the overall rated evaluation criteria.

The Bidder's financial proposal must be broken down as per the following cost breakdown:

The Bidder must complete the table below and include it in their financial proposal.

	Name of proposed invigilator(s) City	Number of invigilators	Cost for each invigilator per diem (without HST/GST)	Total for the four (4) days of services for each location
1	Victoria, BC	1	\$ _____/ diem	\$ _____/ X 2 days = \$ _____
2	Vancouver, BC	1	\$ _____/ diem	\$ _____/ X 4 days = \$ _____
3	Edmonton, AB	1	\$ _____/ diem	\$ _____/ X 4 days = \$ _____
4	Calgary, AB	1	\$ _____/ diem	\$ _____/ X 4 days = \$ _____
5	Saskatoon, SK	1	\$ _____/ diem	\$ _____/ X 3 days = \$ _____
6	Winnipeg, MB	1	\$ _____/ diem	\$ _____/ X 4 days = \$ _____
7	London, ON	1	\$ _____/ diem	\$ _____/ X 4 days = \$ _____
8	Toronto, ON	2	\$ _____/ diem \$ _____/ diem	\$ _____/ X 4 days = \$ _____ \$ _____/ X 4 days = \$ _____
9	Gatineau, Qc	1	\$ _____/ diem	\$ _____/ X 4 days = \$ _____
10	Montréal, Qc	1	\$ _____/ diem	\$ _____/ X 4 days = \$ _____
11	Québec, Qc	1	\$ _____/ diem	\$ _____/ X 4 days = \$ _____
12	Moncton, NB	1	\$ _____/ diem	\$ _____/ X 3 days = \$ _____
13		Bidder's total evaluated price: \$ _____		

**14.1 Basis of Payment:**

The Bidder's financial proposal must include a firm or fixed price for this project, GST/HST extra. Costs in the proposal must be broken down as per 14.0 above:

**14.2 Method of Payment - Resulting Contract**

Payment will be made on delivery and acceptance of all the work.

All payments will be contingent upon Industry Canada's satisfaction with the deliverables.

### **14.3 Travel and Living Expenses**

Any travel, accommodation, and incidental expenses related to the conduct of the Work are the sole responsibility of the Contractor. No travel, accommodation, or incidental expenses will be reimbursed under the resulting Contract.

### **15.0 CONTRACTOR SELECTION METHOD:**

#### **Highest Compliant Combined Rating of Technical Merit and Price:**

It is understood by the parties submitting proposals that, to qualify, Bidders **must** meet all mandatory requirements as well as the minimum score identified for the point-rated criteria. The contract will be awarded based on a determination of best value taking into account both the technical merit of the proposals and the price evaluations. To arrive at an overall score achieved by a firm, a weighting has been established whereby technical merit will be valued at **60%** of the bid and price at **40%**.

For the purpose of ranking all technically acceptable proposals, the following ratio will factor the technical and the price component to establish a total percentage score:

**Technical: 60%**

**Price: 40%**

**Technical Score** =  $\frac{\text{Bidder's Points}}{\text{Maximum Points}} \times 60\%$

**Cost Score** =  $\frac{\text{Lowest Bid}}{\text{Bidder's Cost}} \times 40\%$

**Total Score** = Technical Score + Cost Score

The proposal will be awarded to **the highest total technical and price score**.

**Note: The Bidder's Cost will be the Bidder's total evaluated price as identified in the table identified in section 14.0 above.**

### **16.0 AWARDING OF CONTRACT**

One contract only will be awarded and it will be offered to the bidder whose proposal is selected by Industry Canada's assessment team based on the Contractor's Selection Method at Section 13.0 above. Once a contract is awarded, a Notification of Successful Bidder will be posted on the Government Electronic Tendering System. Unsuccessful bidders will not be contacted directly.

### **17.0 BASIS FOR OWNERSHIP OF INTELLECTUAL PROPERTY**

Industry Canada has determined that no intellectual property applies to this requirement.

**Annex A  
Security Requirement Checklist  
(see below)**



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

IC 184414-A

Security Classification / Classification de sécurité

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction	
Innovation, Science & Economic Development	CIPD/PAB	
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		
Invigilation for the administration of Patent and Trade-marks agent qualifying examination in several cities		
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 / 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 IC 184414-A
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?  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 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"/> 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 unscrubbed 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 unscrubbed personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  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?  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



**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 / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production	X	X														
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).

## **PART III - CERTIFICATIONS**

### **1.0 Certification Requirements of this RFP:**

**Note to Bidders:** The following certification requirements apply to this Request for Proposal. Bidders are requested to complete these certifications by filling in the appropriate spaces below and to include them with their proposal. No contract will be awarded until all certifications have been duly signed.

#### **1.1 ACCEPTANCE OF CONDITIONS.**

“We hereby offer to sell and/or supply to Canada, under the terms and conditions set out herein, the services listed herein.”

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**Signature**

#### **1.2 VERIFICATION OF PERSONNEL**

“We hereby certify that all the information provided in all attached curricula vitae, back-up(s) included, has been verified by us to be true and accurate. Furthermore, we hereby certify that, should we be awarded a contract and unless the Industry Canada Contracting Authority is notified in writing to the contrary, and is in agreement, the personnel offered in our proposal shall be available to perform the tasks described herein, as and when required by the Project Authority.”

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**Signature**

#### **1.3 FORMER PUBLIC SERVANTS (FPS):**

Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both.

For the purposes of this solicitation, a former public servant is defined as:

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

Please check in the appropriate box:

- ( ) Not a former public servant in receipt of either a lump sum payment or a pension, or both
- ( ) Former public servant in receipt of a lump sum payment (under the Work Force Reduction Programs  
Date of termination of employment as a Public Servant:
- ( ) Former public servant in receipt of a pension

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**Signature**