



**RETURN BID TO/ RETOURNER LES SOUMISSIONS À :**

[itservices.aaci@international.gc.ca](mailto:itservices.aaci@international.gc.ca)

**Department of Foreign Affairs, Trade and Development  
(DFATD)  
Ministère des Affaires étrangères, Commerce et  
Développement (MAECD)**

**Request for Proposal  
Demande de proposition**

**Proposal to:**

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

**Proposition à:** Ministère des Affaires Étrangères,  
Commerce et Développement

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

**Comments — Commentaires :**

**Issuing Office – Bureau de distribution**

Foreign Affairs, Trade and Development Canada  
200 Promenade du Portage,  
Gatineau, Québec, K1A 0G4

Affaires étrangère, Commerce et Développement Canada  
200 Promenade du Portage,  
Gatineau, Québec, K1A 0G4

<b>Title-Sujet:</b> Legal Protection Of "Educanada" brand In 44 Jurisdictions	
<b>Solicitation No. — N° de l'invitation</b> 18-133254	<b>Date:</b> 18/12/2017
<b>Solicitation Closes — L'invitation prend fin</b> At /à: <b>2 :00 PM</b>  On / le <b>January 4, 2018</b>	<b>Time Zone — Fuseau horaire</b> EDT(Eastern Daylight Time) / HAE (heure avancée de l'Est)
F.O.B. — F.A.B. <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other — Autre:</b> <input type="checkbox"/>	
Address Enquiries to — Addresser les questions à: Philippe Legault  philippe.legault2@international.gc.ca	
Telephone No. – No de téléphone:  (343) 203-1321	
Destination of Goods and or Services/Destination – des biens et ou services :  Department of Foreign Affairs, Trade and Development (DFATD) / Ministère des Affaires étrangères, Commerce et Développement (MAECD)	
Vendor/Firm Name and Address — Nom du Vendeur et adresse du fournisseur/de l'entrepreneur:	
Telephone No. – No de téléphone:	FAX No. – No de télécopieur :
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) — Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. There is no security requirement applicable to the Contract.

### **1.2 Statement of Work**

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

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is **not** subject to the provisions of the trade agreements .



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

“Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions ([2003](#)) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSAs), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### 2.2 Submission of Bids

Bids must be submitted only to [itservices.aaci@international.gc.ca](mailto:itservices.aaci@international.gc.ca) by the date and time indicated on page 1 of the bid solicitation.

#### 2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least two (2) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply



with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### **Definitions**

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

### **Work Force Adjustment Directive**

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



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If so, the Bidder must provide the following information:

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

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than Two (2) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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



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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid, one (1) electronic copy

Section II: Financial Bid, one (1) electronic copy

Section III: Certifications, one (1) electronic copy

Section IV: Additional Information, one (1) electronic copy

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

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

- use a numbering system that corresponds to the bid solicitation.

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

#### **Section IV: Additional Information**

Bidders must submit:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 1, article 1.1, Security Requirement, of the bid solicitation:
  - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
    - 1) the name of the individual;
    - 2) the date of birth of the individual; and
    - 3) if available, information confirming the individual meets the security requirement as indicated in Part 6 - Resulting Contract Clauses;



**ATTACHMENT 1 to PART 3 – Basis of Payment**

**A. INITIAL CONTRACT PERIOD:**

<b>Initial Contract Period A (From contract award to March 31, 2018)</b>			
Description	Jurisdictions	(A) Estimated Hours	(B) Fixed Hourly Rate
<p><b>File for the “EduCanada” trademark in 21 jurisdictions:</b></p> <ul style="list-style-type: none"> <li>• Writing to foreign associates providing filing instructions</li> <li>• Take over the work that has been done by Macera &amp; Jarcyna legal firm about registration of the TM in China, Korea, USA, Vietnam, UE, India and Brazil</li> <li>• Arranging signatures of Powers of Attorney and notarizations and legalizations</li> <li>• Provide progress reports to the DFATD representative</li> <li>• Review official actions issued by foreign Trade-mark Offices received from foreign associates and provide DFATD with advice and instructions to foreign associates.</li> </ul>	Australia		\$
	Chile		
	Colombia		
	Ecuador		
	Egypt		
	Hong Kong		
	Indonesia		
	Japan		
	Kuwait		
	Nigeria		
	OAPI (all French language African countries)		
	Panama		
	Peru		
	Philippines		
	Saudi Arabia		
	Singapore		
	Sri Lanka		
Taiwan			
Tunisia			
Turkey			
UAE			
<b>(C) Total Estimated Hours</b>			
<b>(D) Period A – Total Estimated Initial Contract Cost: [C*B]</b>			\$





<b>Initial Contract Period B (From April 01, 2018 to March 31, 2019)</b>			
Description	Jurisdictions	(A) Estimated Hours	(B) Fixed Hourly Rate
<p><b>File for the “EduCanada” trademark in 23 jurisdictions:</b></p> <ul style="list-style-type: none"> <li>• Writing to foreign associates providing filing instructions</li> <li>• Take over the work that has been done by Macera &amp; Jarcyna legal firm about registration of the TM in China, Korea, USA, Vietnam, UE, India and Brazil</li> <li>• Arranging signatures of Powers of Attorney and notarizations and legalizations</li> <li>• Provide progress reports to the DFATD representative</li> <li>• Review official actions issued by foreign Trade-mark Offices received from foreign associates and provide DFATD with advice and instructions to foreign associates.</li> </ul>	Algeria		\$
	Bangladesh		
	Barbados		
	Ghana		
	Israel		
	Jamaica		
	Jordan		
	Kazakhstan		
	Kenya		
	Lebanon		
	Libya		
	Malaysia		
	Mongolia		
	Pakistan		
	Qatar		
	Russia		
	Serbia		
	South Africa		
Switzerland			
Tanzania			
Thailand			
Trinidad and Tobago			
Ukraine			
<b>(C) Total Estimated Hours</b>			
<b>(E) Period B – Total Estimated Initial Contract Cost: [C*B]</b>			\$

<b>Initial Contract Period (From contract award to March 31, 2019)</b>	
<b>Total Estimated Initial Contract Cost: [D+E]</b>	\$



**B. OPTION PERIOD 1:**

<b>Option Contract Period 1 (One (1) year from end of initial contract period)</b>		
<b>Description</b>	<b>(A) Hours</b>	<b>(B) Fixed Hourly Rate</b>
<b>Unpredictable inquiries initiated by foreign trademark offices that require legal responses that can be communicated after a registration has been filed.</b>	<b>90</b>	<b>\$</b>
<b>Total Estimated option period 1 Cost: [A*B]</b>		<b>\$</b>

Amounts are to be quoted in Canadian Dollars and are exclusive of any taxes.

**NOTE: Estimated hours are strictly for evaluation purposes and are not a guarantee of hours under the Contract.**



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4.

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, and excise taxes included.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## ATTACHMENT 1 to PART 4 – MANDATORY THECHNICAL CRITERIA

### Evaluation Criteria

#### 1.0 Evaluation Procedures

Proposals must identify the qualifications and experience of the firm and the proposed resource personnel to carry out the tasks by systematically addressing each of the experience requirements as detailed below.

Proposals must provide supporting information in number of years (e.g. month/year) consisting of **detailed** résumés that clearly describe the degree and nature of the knowledge/ experience possessed by proposed resource personnel including that of the firm and **when and where** such experience was acquired.

#### 2.0 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation, such as detailed résumés, to support compliance with this requirement at bid closing time.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Bidders must complete a single table for the department's expert or the team of experts proposed.

#	Mandatory Technical Criterion	Met /Not Met	Page where found in proposal
M1	<p>The Bidder must submit a current Résumé for each proposed resource. Résumé must provide details concerning the questions below.</p> <p>M1 – The Bidder must demonstrate that they have Foreign associates or partner offices in the following 53 jurisdictions:</p> <p>Algeria, Australia, Bangladesh, Barbados, Brazil, Chile, China, Colombia, Ecuador, Egypt, European Union, Ghana, Hong Kong, India, Indonesia, Israel, Jamaica, Japan, Jordan, Kazakhstan, Kenya, Kuwait, Lebanon, Libya, Malaysia, Mexico, Mongolia, Morocco, Nigeria, OAPI (all French language African countries), Pakistan, Panama, Peru, Philippines, Qatar, Russia, Saudi Arabia, Serbia, Singapore, South Africa, South Korea, Sri Lanka, Switzerland, Taiwan, Tanzania, Thailand, Trinidad and Tobago, Tunisia, Turkey, UAE, USA, Ukraine, and Vietnam.</p>		



#	<b>Mandatory Technical Criterion</b>	<b>Met /Not Met</b>	<b>Page where found in proposal</b>
<b>M2</b>	<p>The Bidder must submit a current Résumé for each proposed resource. Résumé must provide details concerning the questions below.</p> <p>The Bidder must demonstrate that they have registered a Trademark in at least 27 of the 53 jurisdictions of the mandate; as listed in M1 above.</p>		
<b>M3</b>	<p>The Bidder must confirm that at least one (1) lawyer assigned to the mandate is fluent in English and French.</p>		
<b>M4</b>	<p>The Bidder must demonstrate that the lead lawyer/senior counsel is a registered trade-mark agent, has at least 20 years of experience in practicing intellectual property law and is specialized in trade-marks and copyright.</p>		
<b>M5</b>	<p>The Bidder must demonstrate, using project descriptions that they have experience working with at least one client that is a <b>public organization</b> at the federal, provincial or municipal level;</p> <p>* Bidder must provide references that can confirm the stated experience by providing the following information;</p> <ul style="list-style-type: none"> <li>• Client, Company or Organization name and address:</li> <li>• Contact name:</li> <li>• Email Address:</li> </ul>		
<b>M6</b>	<p>The Bidder must demonstrate that proposed resources are located in the National Capital region and will be available for in-person meetings with DFATD representatives.</p> <p>* Bidder must provide references that can confirm the location by providing the following information;</p> <ul style="list-style-type: none"> <li>• Client, Company or Organization name and address:</li> <li>• Contact name:</li> <li>• Email Address:</li> </ul>		

\* DFATD reserves the right to contact the client project authority to confirm the information provided by the Bidder.



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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Required Documentation**

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

#### **5.1.2 Additional Certifications Required with the Bid**

##### **5.1.2.1 Status and Availability of Resources**

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

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

##### **5.1.2.2 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.



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## 5.2 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 provided will render the bid non-responsive.

### 5.2.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_program.page?&\_ga=1.229006812.1158694905.1413548969).

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.



## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

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

### **6.3 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

The term of the Contract is from contract award date to March 31, 2019.

#### **6.4.1 Contract Period**

The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :

- I. The "Initial Contract Period", which begins on the date the Contract is awarded and ends; and
- II. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

#### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.





## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Philippe Legault  
Title: Procurement Officer  
Organization: Department of Foreign Affairs, Trade and Development Canada  
Address: 200 Promenade du Portage, Gatineau, QC K1A 0G4  
Telephone: 343-203-1321  
E-mail address: [Philippe.legault2@international.gc.ca](mailto:Philippe.legault2@international.gc.ca)

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

### 6.5.2 Project Authority **(TO BE INSERTED AT CONTRACT AWARD)**

The Project Authority for the Contract is:

Name:  
Title:  
Organization:  
Address:  
Telephone:  
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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 contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative **(TO BE INSERTED AT CONTRACT AWARD)**

Name:  
Title:  
Organization:  
Address:  
  
Telephone:  
E-mail address:



## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.7 Payment

### 6.7.1 Basis of Payment

The Contractor will be paid firm hourly rates, for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.

### 6.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ **(to be inserted at contract award)** Customs duties are included and Applicable Taxes are extra.

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.

### 6.7.3 Method of Payment - Monthly Payment

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

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

### 6.7.4 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.



2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **6.7.5 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### **6.8 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
3. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the **Project Authority**.

#### **6.9 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

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

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



## 6.10 Certifications and Additional Information

### 6.10.1 Compliance

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

### 6.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **(TO BE INSERTED AT CONTRACT AWARD)**.

### 6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (c) the general conditions 2010B (2016-04-04) Profession Services (Medium Complexity);
- (d) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Security Requirements Check List;
- (f) the Contractor's bid dated **(TO BE INSERTED AT CONTRACT AWARD)**

### 6.13 Specific Persons

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: **(TO BE INSERTED AT CONTRACT AWARD)**

### 6.14 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



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## ANNEX "A" - STATEMENT OF WORK

### LEGAL PROTECTION OF "EDUCANADA" IN 53 JURISDICTIONS

#### 1. BACKGROUND

In February 2016, the International education division at Global Affairs Canada launched the international education brand for Canada, which includes the "EduCanada" logo and a unique look and feel. The brand was launched in close collaboration with the provinces and territories, represented by the Council of Ministers of Education, Canada (CMEC).

The purpose of the "EduCanada" brand is to promote Canada as a study and research destination around the world. This is done, *inter alia*, by showcasing Canadian educational institutions at international recruitment and signature events. The brand is also used on exhibit material and promotional products, including electronic promotion.

The brand is being used internationally and needs to be registered as a trademark to protect the Government of Canada (the owner of the brand) from the unscrupulous use of a counterfeit or copycat trademark.

The MAPLE LEAF Design and the MAPLE LEAF with "EduCanada" are registered as copyrights.

The word « EduCanada" is already registered as an Official Mark in Canada.

The International education division has already filed for **trademark** registration of "EduCanada" in Canada and in the following jurisdictions: Brazil, China, European Union, India, Morocco, USA, South Korea and Vietnam.

The mark "EduCanada" is already registered in Mexico and Morocco.

The International education division would like to file trademark applications in 44 other jurisdictions where Global Affairs Canada's education marketing activities are most active and review official actions issued by foreign Trade-mark Offices received in the countries where the trade-mark is in process to be registered. This will be done over two fiscal years.

The contract would run to a third year as there are often unpredictable inquiries initiated by foreign trademark offices that require legal responses that can be communicated a year or more after a registration has been filed.



EduCanada<sup>TM</sup><sub>MC</sub>

A world of possibilities  
Un monde de possibilités



## 2. REQUIRED SERVICES

### 2.1 SERVICES:

Promotional services namely promoting Canadian educational institutions and the pursuit of educational opportunities in Canada for foreign students in Canada and the development of linkages between Canadian and foreign educational institutions thorough the distribution of informational materials in print and online and though the organization and promotion of educational fairs and informational and networking events for journalists, educational counselors and students concerning Canadian educational institutions and opportunities.

## 3. OBJECTIVES

File Trade-mark application of the mark (the word only) EduCanada in the following 44 jurisdictions:

## 4. PROCEDURE / METHODOLOGY

By March 31, 2018, File for the "EduCanada" trademark in the following 21 jurisdictions: **Australia, Chile, Colombia, Ecuador, Egypt, Hong Kong, Indonesia, Japan, Kuwait, Nigeria, OAPI (all French language African countries), Panama, Peru, Philippines, Saudi Arabia, Singapore, Sri Lanka, Taiwan, Tunisia, Turkey and UAE.**

By March 31, 2019, File for the "EduCanada" trademark in the following 23 jurisdictions: **Algeria, Bangladesh, Barbados, Ghana, Israel, Jamaica, Jordan, Kazakhstan, Kenya, Lebanon, Libya, Malaysia, Mongolia, Pakistan, Qatar, Russia, Serbia, South Africa, Switzerland, Tanzania, Thailand, Trinidad and Tobago and Ukraine.**

The services offered by users of the Education Brand in Canada generally fall under these three (3) categories:

- i. #35 - Advertising and Business of the Nice International Classification of Goods and Services
- ii. #38 Telecommunication services
- iii. #41 - Entertainment and Cultural Services.

## 5. TASKS

- a) Writing to foreign associates providing filing instructions
- b) Take over the work that has been done by Macera & Jarcyna legal firm about registration of the TM in China, Korea, USA, Vietnam, UE, India and Brazil
- c) Arranging signatures of Powers of Attorney and notarizations and legalizations
- d) Provide progress reports to the DFATD representative
- e) Review official actions issued by foreign Trade-mark Offices received from foreign associates and provide DFATD with advice and instructions to foreign associates.



## 6. DATES AND DELIVERABLES

No	Description	DELIVERY DATES
1.	Contractor writes to Foreign Associates in the 21 high value markets providing filing instructions	March 31 <sup>st</sup> 2018
2.	Contractor writes to Foreign Associates in the 23 reactive markets providing filing instructions	March 31 <sup>st</sup> 2019
2.	Contractor arrange for signature of Powers of Attorney and notarizations and legalizations + Send by courier	As needed
3.	Contractor reviews official issued by foreign trademark offices, writes to DFATD for advices and provide instructions to foreign associates	As needed

## 8. LOCATION OF WORK

Work will be performed at the Contractor premises.





**ANNEX "B" - BASIS OF PAYMENT  
(TO BE COMPLETED AT CONTRACT AWARD)**

**A. INITIAL CONTRACT PERIOD:**

Initial Contract Period A (From contract award to March 31, 2018)			
Description	Jurisdictions	(A) Estimated Hours	(B) Fixed Hourly Rate
<p><b>File for the "EduCanada" trademark in 21 jurisdictions:</b></p> <ul style="list-style-type: none"> <li>• Writing to foreign associates providing filing instructions</li> <li>• Take over the work that has been done by Macera &amp; Jarcyna legal firm about registration of the TM in China, Korea, USA, Vietnam, UE, India and Brazil</li> <li>• Arranging signatures of Powers of Attorney and notarizations and legalizations</li> <li>• Provide progress reports to the DFATD representative</li> <li>• Review official actions issued by foreign Trade-mark Offices received from foreign associates and provide DFATD with advice and instructions to foreign associates.</li> </ul>	Australia		\$
	Chile		
	Colombia		
	Ecuador		
	Egypt		
	Hong Kong		
	Indonesia		
	Japan		
	Kuwait		
	Nigeria		
	OAPI (all French language African countries)		
	Panama		
	Peru		
	Philippines		
	Saudi Arabia		
	Singapore		
	Sri Lanka		
Taiwan			
Tunisia			
Turkey			
UAE			
<b>(A) Total Estimated Hours</b>			
<b>(C) Period A – Total Estimated Initial Contract Cost: [A*B]</b>			\$



<b>Initial Contract Period B (From April 01, 2018 to March 31, 2019)</b>			
Description	Jurisdictions	(A) Estimated Hours	(B) Fixed Hourly Rate
<p><b>Period B (From April 01,2018 to March 31,2019)</b></p> <p><b>File for the “EduCanada” trademark in 23 jurisdictions:</b></p> <ul style="list-style-type: none"> <li>• Writing to foreign associates providing filing instructions</li> <li>• Take over the work that has been done by Macera &amp; Jarcyna legal firm about registration of the TM in China, Korea, USA, Vietnam, UE, India and Brazil</li> <li>• Arranging signatures of Powers of Attorney and notarizations and legalizations</li> <li>• Provide progress reports to the DFATD representative</li> <li>• Review official actions issued by foreign Trade-mark Offices received from foreign associates and provide DFATD with advice and instructions to foreign associates.</li> </ul>	Algeria		\$
	Bangladesh		
	Barbados		
	Ghana		
	Israel		
	Jamaica		
	Jordan		
	Kazakhstan		
	Kenya		
	Lebanon		
	Libya		
	Malaysia		
	Mongolia		
	Pakistan		
	Qatar		
	Russia		
	Serbia		
	South Africa		
Switzerland			
Tanzania			
Thailand			
Trinidad and Tobago			
Ukraine			
<b>(B) Total Estimated Hours</b>			
<b>(D) Period B – Total Estimated Initial Contract Cost: [A*B]</b>			\$

<b>Initial Contract Period (From contract award to March 31, 2019)</b>	
<b>Total Estimated Initial Contract Cost: [C+D]</b>	\$



**B. OPTION PERIOD 1:**

Option Contract Period 1 (One (1) year from end of initial contract period)		
Description	(A) Hours	(B) Fixed Hourly Rate
Unpredictable inquiries initiated by foreign trademark offices that require legal responses that can be communicated after a registration has been filed.		\$
Total Estimated option period 1 Cost: [A*B]		\$

Amounts are to be quoted in Canadian Dollars and are exclusive of any taxes.

**NOTE: Estimated hours are strictly for evaluation purposes and are not a guarantee of hours under the Contract.**



## **ANNEX "C" - SECURITY REQUIREMENTS CHECK**