



**Request for Proposal: CIP0187138**

**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Canadian Intellectual Property Office /  
Contracting and Procurement Unit / Place du  
Portage Phase I  
50 Victoria Street  
Mailing and Scanning  
Room C-114  
Gatineau, Quebec K1A 0C9  
Attention: Elena Di Cola

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Innovation, Science and  
Economic Development Canada**

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

**Proposition à: Innovation, Sciences et  
Développement économique Canada**

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

au(x) prix indiqué(s).

**Comments – Commentaires**

**This document contains a  
Security Requirement - Ce document  
contient une exigence de sécurité**

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Contracts & Materiel Management /  
Contrats et gestion du matériel  
50 rue Victoria Street  
Gatineau, Quebec, K1A 0C9

<b>Title - Sujet</b>	
<b>2018-2019 Patent and Trade-marks Agent Qualification Examination Supervision Services</b>	
<b>Solicitation No. - N° de l'invitation</b>	<b>Date</b>
CIP0187138	January 30, 2018
<b>Solicitation Closes - L'invitation prend fin</b>	<b>Time Zone Fuseau horaire</b>
at - à 10:00 AM on - le March 12, 2018	Eastern Standard Time (EST)
<b>F.O.B. - F.A.B.</b>	
Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
<b>Address Inquiries to : Adresser toutes questions à:</b>	
CIP0 Contracting Unit <a href="mailto:ic.cipocontractingunit-opicunitecontrats.ic@canada.ca">ic.cipocontractingunit-opicunitecontrats.ic@canada.ca</a>	
<b>Telephone No. - N° de téléphone</b>	
819-956-5285	
<b>Destination – of Goods, Services, and Construction: Destination - des biens, services et construction:</b>	
See Herein Précisé dans les présentes	

<b>Delivery required - Livraison exigée</b>	<b>Delivered Offered - Livraison proposée</b>
See Herein	
<b>Vendor/firm Name and full address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Facsimile No. - N° de télécopieur Telephone No. - N° de téléphone</b>	
<b>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)</b>	
_____ <b>Signature</b>	_____ <b>Date</b>



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## **PART 1 – GENERAL INFORMATION**

### **1. Introduction**

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

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

The Attachments include the Pricing Schedule, Technical Criteria, Additional Certifications Precedent to Contract Award and Additional Certifications Required with the Bid.

The Annexes include the Statement of Work, Terms of Payment and the Security Requirements Check List.

### **2. Summary**

2.1 This bid solicitation is being issued to satisfy the requirement of The Canadian Intellectual Property Office to provide, as and when requested, examination supervision Services for CIPO's patent and trade-mark agent qualification examinations. It is intended to result in the award of up to two (2) contracts, one (1) for region 1 Western Canada, one (1) for region 2 Central Canada or one (1) contract for both regions, each for two (2) years, plus 3 one (1) year irrevocable options allowing Canada to extend the term of the contract.

The Canadian Intellectual Property Office reserves its right to fulfil its requirements with other procurement, contract or procurement instruments.

2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Comprehensive Economic & Trade Agreement (CETA), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA).

2.3 There is a security requirement associated with this requirement. For additional information, see Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "[Security Requirements on PWGSC Bid](#)"



Solicitations – Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca> ) Website.

2.4 The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

### **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.



## **PART 2 – BIDDER INSTRUCTIONS**

### **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 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 calendar days.

### **2. Submission of Bids**

Due to the nature of this solicitation, bids submitted by facsimile or electronic mail will not be accepted. Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.

Bids must be submitted only to CIPO's Bid Receiving Area by the date, time and place indicated on page 1 of the bid solicitation. Bidders are hereby advised that the Bid Receiving Area is open Monday to Friday inclusive, between the hours of 7:30 am and 4:30 pm, excluding Statutory Holidays.

Bid Receiving Address is Solely for Delivery of Bids: The address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

### **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 FPS, bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. 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 FPS in receipt of a pension, as applicable:

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;



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

#### **4. Inquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.

#### **5. Applicable Laws**

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

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.





## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **BID PREPARATION INSTRUCTIONS - REGION 1 WESTERN CANADA**

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

- Section I: Technical Bid (4 hard copies);
- Section II: Financial Bid (2 hard copies);
- Section III: Certifications (2 hard copies); and
- Section IV: Additional Information (1 hard 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:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#).

To assist Canada in reaching its objectives, bidders should:

1. use paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

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

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

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.



## Section II: Financial Bid

- A. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- B. Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C. When preparing their financial bid, Bidders should review clause 1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 6., Payment, of Part 7 of the bid solicitation.

1.1 The quoted all inclusive firm time rate must include the total estimated cost of any travel and living expenses that may need to be incurred by the labour category for the Work described in Part 7 of the bid solicitation.

### 1.2 Applicable Taxes

In the price breakdown, the Applicable Taxes are to be shown separately. [\[Instructions to the Bidder: consult Article 01, interpretation, of the 2035, General Conditions - Higher Complexity services, for the definition of the term “Applicable Taxes”.\]](#)

## Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

## Section IV: Additional Information

In Section IV of their bid, bidders should provide:

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 6, article 6.1, 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 7 - Resulting Contract Clauses.



## **BID PREPARATION INSTRUCTIONS - REGION 2 CENTRAL CANADA**

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

- Section I: Technical Bid (4 hard copies);
- Section II: Financial Bid (2 hard copies);
- Section III: Certifications (2 hard copies); and
- Section IV: Additional Information (1 hard 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:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#).

To assist Canada in reaching its objectives, bidders should:

- 3. use paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 4. use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

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

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

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

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



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- D.** Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- E.** Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- F.** When preparing their financial bid, Bidders should review clause 1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 6., Payment, of Part 7 of the bid solicitation.

1.2 The quoted all inclusive firm time rate must include the total estimated cost of any travel and living expenses that may need to be incurred by the labour category for the Work described in Part 7 of the bid solicitation.

**1.2 Applicable Taxes**

In the price breakdown, the Applicable Taxes are to be shown separately. [\[Instructions to the Bidder: consult Article 01, interpretation, of the 2035, General Conditions - Higher Complexity services, for the definition of the term “Applicable Taxes”.\]](#)

**Section III: Certifications**

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

**Section IV: Additional Information**

In Section IV of their bid, bidders should provide:

- 6. their legal name;
- 7. their Procurement Business Number (PBN);
- 8. 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;
- 9. 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;
- 10. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
  - b) 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 7 - Resulting Contract Clauses.



**ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE REGION 1 WESTERN  
CANADA**

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

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

**A INITIAL CONTRACT PERIOD**

Exam supervisor	Number of resources	All-inclusive firm hourly Rate	Volumetric Data (estimated)	Total
		A	B	A x B
	6	\$ _____	135	\$ _____
<b>Price: \$</b>				_____
<b>Total Price Initial Contract Period (applicable taxes excluded):\$</b> _____				

**B OPTION PERIOD 1**

Exam supervisor	Number of resources	All-inclusive firm hourly Rate	Volumetric Data (estimated)	Total
		A	B	A x B
	6	\$ _____	135	\$ _____
<b>Price: \$</b>				_____
<b>Total Price Option Period 1 (applicable taxes excluded):\$</b> _____				

**C OPTION PERIOD 2**

Exam supervisor	Number of resources	All-inclusive firm hourly Rate	Volumetric Data (estimated)	Total
		A	B	A x B
	6	\$ _____	135	\$ _____
<b>Price: \$</b>				_____
<b>Total Price Option Period 2 (applicable taxes excluded):\$</b> _____				

**D OPTION PERIOD 3**

Exam supervisor	Number of resources	All-inclusive firm hourly Rate	Volumetric Data (estimated)	Total



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		<b>A</b>	<b>B</b>	<b>A x B</b>
	6	\$ _____	135	\$ _____
<b>Price: \$</b> _____				
<b>Total Price Option Period 3 (applicable taxes excluded):</b> \$ _____				
<b>TOTAL EVALUATED PRICE: \$</b> _____				
<p><i>(Total Price Initial Contract Period + Total Price Option Period 1+ Total Price Option Period 2+ Total Price Option Period 3 = total evaluated price)</i></p>				



**ATTACHMENT 2 TO PART 3 - PRICING SCHEDULE REGION 2 CENTRAL  
CANADA**

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

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

**A INITIAL CONTRACT PERIOD**

Exam supervisor	Number of resources	All-inclusive firm hourly Rate	Volumetric Data (estimated)	Total
		A	B	A x B
	16	\$ _____	225	\$ _____
<b>Price: \$</b>				_____
<b>Total Price (applicable taxes excluded):\$</b>				

**B OPTION PERIOD 1**

Exam supervisor	Number of resources	All-inclusive firm hourly Rate	Volumetric Data (estimated)	Total
		A	B	A x B
	16	\$ _____	225	\$ _____
<b>Price: \$</b>				_____
<b>Total Price (applicable taxes excluded):\$</b>				

**C OPTION PERIOD 2**

Exam supervisor	Number of resources	All-inclusive firm hourly Rate	Volumetric Data (estimated)	Total
		A	B	A x B
	16	\$ _____	225	\$ _____
<b>Price: \$</b>				_____
<b>Total Price (applicable taxes excluded):\$</b>				

**D OPTION PERIOD 3**

Exam supervisor	Number of resources	All-inclusive firm hourly Rate	Volumetric Data (estimated)	Total
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**Request for Proposal: CIPO187138**

		<b>A</b>	<b>B</b>	<b>A x B</b>
	16	\$ _____	225	\$ _____
<b>Price: \$</b> _____				
<b>Total Price (applicable taxes excluded):</b> \$ _____				
<b>TOTAL EVALUATED PRICE: \$</b> _____				
<p><i>(Total Price Initial Contract Period + Total Price Option Period 1+ Total Price Option Period 2+ Total Price Option Period 3 = total evaluated price)</i></p>				





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

### **EVALUATION PROCEDURES REGION 1 WESTERN CANADA**

1. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

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

#### **1.1 Technical Evaluation**

##### **1.1.1 Joint Venture Experience**

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.



that show in total 100 billable days.

- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

### **1.1.2 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4.

### **1.1.3 Point Rated Technical Criteria**

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

## **1.2 Financial Evaluation**

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedules detailed in Part 3.

## **2. Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)**

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the minimum number of points required for the rated technical criteria.

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

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

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

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

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

2.6 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement. The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).



**Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)**

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
<b>Combined Rating</b>		84.18	73.15	77.7
<b>Overall Rating</b>		1st	3rd	2nd



## EVALUATION PROCEDURES REGION 2 CENTRAL CANADA

1. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

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

### 1.1 Technical Evaluation

#### 1.1.1 Joint Venture Experience

- e) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.  
Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- f) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.  
Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- g) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.  
Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:
  - Contracts all signed by A;
  - Contracts all signed by B; or
  - Contracts all signed by A and B in joint venture, or
  - Contracts signed by A and contracts signed by A and B in joint venture, or
  - Contracts signed by B and contracts signed by A and B in joint venture.that show in total 100 billable days.



- h) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

**1.1.2 Mandatory Technical Criteria**

Refer to Attachment 2 to Part 4.

**1.1.3 Point Rated Technical Criteria**

Refer to Attachment 2 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

**1.2 Financial Evaluation**

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedules detailed in Part 3.

**2. Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)**

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the minimum number of points required for the rated technical criteria.

- 2.1 Bids not meeting (choose (a) or (b) or (c)) will be declared non-responsive.
- 2.2 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
- 2.3 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
- 2.4 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
- 2.5 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.6 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	115/135	89/135	92/135



**Request for Proposal: CIPO187138**

<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
<b>Combined Rating</b>		84.18	73.15	77.7
<b>Overall Rating</b>		1st	3rd	2nd



**ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA REGION 1 WESTERN  
CANADA**

**1. Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

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

<b>Number</b>	<b>Mandatory (MT) Technical Criterion</b>	<b>Met / Not Met</b>	<b>Cross reference to Proposal</b>
<b>MT1</b>	The Bidder must demonstrate having experience within the last 2 years of bid closing, in the provision of exam supervision services.		
<b>MT2</b>	The Bidder must propose 6 resources with experience in the provision of exam supervision.		
<b>MT3</b>	The Bidder must provide a copy of the resume of each proposed resource under M2		

**2. Point Rated Technical Criteria**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

<b>Point Rated Technical Criteria (RT) and Scores</b>		<b>Maximum Number of Points</b>
<b>RT1</b>	<p>The Bidder’s proposed resource(s) under M2 should have work experience supervising exams .</p> <p>To get points under R1, the proposed resource(s) resume submitted in M3 must identify type of exams supervised, city and date where the experience was acquired.</p> <p><b>Points for this criterion will be awarded as follows:</b></p> <ul style="list-style-type: none"> <li>• 1 to 2 Exams (5 points)</li> <li>• 3 to 4 Exams (10 points)</li> <li>• 5 to 6 Exams (15 points)</li> <li>• 7 Exams and more (20 points)</li> </ul>	<p><b>120</b> <b>(6 X 20)</b></p>
<b>RT2</b>	The Bidder’s proposed resources under M2 hold a valid	<b>48</b>



**Request for Proposal: CIP0187138**

	<p>diploma.</p> <p>To get points under R2, the proposed resource(s) resume submitted in M3 must identify the level of education, the graduation year and school name.</p> <ul style="list-style-type: none"><li>- No diploma (0 points)</li><li>- High School (2 points)</li><li>- Trade Certification (4 points)</li><li>- College (6 points) ,</li><li>- University (8 points)</li></ul>	<p><b>(6 X 8)</b></p>
<b>Overall Score</b>		<b>168</b>





**ATTACHMENT 2 TO PART 4, TECHNICAL CRITERIA REGION 2 CENTRAL  
CANADA**

**1. Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

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

**Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

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

<b>Number</b>	<b>Mandatory (MT) Technical Criterion</b>	<b>Met / Not Met</b>	<b>Cross reference to Proposal</b>
<b>MT1</b>	The Bidder must demonstrate having experience within the last 2 years of bid closing, in the provision of exam supervision services.		
<b>MT2</b>	The Bidder must propose 16 resources with experience in the provision of exam supervision.		
<b>MT3</b>	The Bidder must provide a copy of the resume of each proposed resource under M2		

**2. Point Rated Technical Criteria**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

<b>Point Rated Technical Criteria (RT) and Scores</b>		<b>Maximum Number of Points</b>
<b>RT1</b>	<p>The Bidder’s proposed resource(s) under M2 should have work experience supervising exams .</p> <p>To get points under R1, the proposed resource(s) resume submitted in M3 must identify type of exams supervised, city and date where the experience was acquired.</p> <p><b>Points for this criterion will be awarded as follows:</b></p>	<p><b>320</b> <b>(16 X 20)</b></p>



**Request for Proposal: CIP0187138**

	<ul style="list-style-type: none"><li>• 1 to 2 Exams (5 points)</li><li>• 3 to 4 Exams (10 points)</li><li>• 5 to 6 Exams (15 points)</li><li>• 7 Exams and more (20 points)</li></ul>	
<b>RT2</b>	<p>The Bidder's proposed resources under M2 hold a valid diploma.</p> <p>To get points under R2, the proposed resource(s) resume submitted in M3 must identify the level of education, the graduation year and school name.</p> <ul style="list-style-type: none"><li>- No diploma (0 points)</li><li>- High School (2 points)</li><li>- Trade Certification (4 points)</li><li>- College (6 points) ,</li><li>- University (8 points)</li></ul>	<b>128 (16 X 8)</b>
<b>Overall Score</b>		<b>448</b>



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

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

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

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

### **1. Certifications Required with the Bid**

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

#### **1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) ([www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html)), to be given further consideration in the procurement process.

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

Refer to Attachment 1 to Part 5, Additional Certifications Required with the Bid.

### **2. Certifications Precedent to Contract Award and Additional Information**

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

#### **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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.



**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_

\_\_\_\_\_

Name of Authorized Individual

Date

Signature



## ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

### 1. Federal Contractors Program For Employment Equity - Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_ Instructions to the Bidder:(YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date.

Instructions to the Bidder: Complete both A and B.

A. Instructions to the Bidder: Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

or

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.



**B. Instructions to the Bidder: Check only one of the following:**

B1. The Bidder is not a Joint Venture.

or

B2. The Bidder is a Joint venture. **Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.**

**2. Status and Availability of Resources**

SACC Manual clause A3005T (2010-08-16), Status and Availability of Resources

**3. Education and Experience**

SACC Manual clause A3010T (2010-08-16), Education and Experience

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



## **PART 6 – SECURITY REQUIREMENTS**

### **1. Security Requirement**

- 1.1 At the date of bid closing, the following conditions must be met:
  - a. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  
- 1.2 For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.



## **PART 7 – RESULTING CONTRACT CLAUSES**

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

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.”

### **1. Statement of Work**

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

### **2. Standard Clauses and Conditions**

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

#### **2.1 General Conditions**

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

#### **2.3 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### **3. Security Requirement**

The following security requirement (SRCL and related clauses) applies and form part of the Contract:

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





#### **4. Term of Contract**

##### **4.1 Contract Period**

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive.

- a. 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 two years later; and
  - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. Option to Extend the Contract :
  - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor 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 formal contract amendment.

4.2 Termination on Thirty Days Notice Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Elena Di Cola

Title: Team Leader

Organization: Canadian Intellectual Property Office

Address: 50 Victoria Street, Gatineau QC



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.

**5.2 Project Authority** *[To be provided at time of 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.

**5.3 Contractor's Representative** *[To be provided at time of Contract award]*

Name:

Title:

Telephone:

E-mail address:

**6. Payment – Basis of payment**

The Contractor will be paid firm all inclusive hourly rates, for work performed in accordance with the Contract, as determined in accordance with the Terms of Payment in Annex B. Customs duties are included and Applicable Taxes are extra.

**7. Certifications - Compliance**

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

**7.1 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada



(ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## **8. Applicable Laws**

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

## **9. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Terms of Payment ;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated *[To be provided at time of Contract award]*.

## **10. FOREIGN NATIONALS (CANADIAN CONTRACTOR)**

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

***Note to Bidders:** Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

## **10. FOREIGN NATIONALS (FOREIGN CONTRACTOR)**

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

## **11. 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 web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.



## ANNEX A - STATEMENT OF WORK

### 1. 2018-2019 Patent and Trade-marks Agent Qualification Examination Supervision Services

#### 1.1 Background Information:

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. The examinations are held every year in April or May for four days in multiple locations across Canada. The Exam Administrator requires administration services for all these locations. The exam consists of four papers: A, B, C & D.

The Trademark Agent Qualifying Examination is a certification exam designed to assess the candidate's knowledge of the *Trade-marks Act*, the *Trademark Regulations*, trademark application drafting, case law and the Canadian Intellectual Property Office (CIPO) Practice required in order to practice independently as a trademark agent. The examinations are held at the end of November for one day in multiple locations across Canada. The Exam Administrator requires administration services for all these locations. The exam consists of two parts: Part A & Part B.

The Canadian Intellectual Property Office reserves its right to fulfil its requirements using other procurement, contracts or procurement instruments.

#### 1.2 **Requirements:**

##### 1.2.1 **Patent Agent Qualification Examination (PAE) Core Cities**

The Contractor must provide, as and when requested, in accordance with 4.1 (a) and 4.1 (e), professional administration services for the 2018 to 2019 (PAE) in all or some of the seven (7) Core Cities.

##### 1.2.2 **Patent Agent Qualification Examination (PAE) Additional Cities**

Other venues are organized according to registrations. As a guide only, venues were organized in the following cities in the last three years: Victoria BC, Saskatoon SK, Winnipeg MB, London ON, Moncton NB, Halifax NS and St. John's NL.

The Contractor must provide professional administration services, as and when requested, for such Additional Cities, in accordance with 4.1(b) and 4.1(e).

##### 1.2.3 **Patent Agent Qualification Examination (PAE) Special Accommodation**

Administrators are also required for special accommodation rooms. As a guide, it is common to have a requirement for one (1) special accommodation administrator in



Toronto. Special accommodations requirements are not necessarily for the full duration of the PAE.

The Contractor must provide professional administration services, as and when requested, for such Special Accommodation room(s) in Core Cities or other Additional Cities in accordance with 4.1 (c) and 4.1 (e).

#### **1.2.4 Trade-mark Agent Qualification Examination (TAE) Core Cities**

The Contractor must provide, as and when requested, in accordance with 4.2 (a) and 4.2 (e), professional administration services for the 2018 to 2019 Trade-marks Agent Qualifying Examination (TAE) in all or in some of the seven (7) Core Cities.

#### **1.2.5 Trade-mark Agent Qualification Examination (TAE) Additional Cities**

Other venues are organized according to registrations. As a guide only, venues were organized in the following cities in the last three years: Victoria BC, Saskatoon SK, Winnipeg MB, Thunder Bay ON, Moncton NB, Halifax NS and St. John's NL.

The Contractor must provide professional administration services, as and when requested, for such Additional Cities, in accordance with 4.2 (b) and 4.2 (e).

#### **1.2.6 Trade-mark Agent Qualification Examination (TAE) Special Accommodation**

Administrators are also forecasted for special accommodation rooms. As a guide only, it is common to have a requirement for one (1) special accommodation administrator in Toronto.

The Contractor must provide professional administration services, as and when requested, for such Special Accommodation rooms in Core Cities or other Additional Cities in accordance with section 4.2(c) and 4.2 (e).

### **3.3.1 For the PAE:**

#### **a) Before each scheduled exams, each administrator must:**

- i. refer to the Instructions to Administrators document that is provided to them in advance of the examination date for precise instructions for what is required by them;
- ii. be available to participate in a telephonic discussion prior to the examination;
- iii. receive and securely store box(es) of copies of exams, *Patent Act*, *Patent Rules* and Answer booklets until the day of exam;
- iv. verify the contents of the box(es) containing the above materials against the packing list upon receipt and notify the Project Authority forthwith if materials are missing.

#### **b) On each day of the scheduled exam, each administrator must:**



- i. arrive at each exam location no later than 8:00 am;
- ii. ensure that accommodations are adequate (i.e. that there are enough tables and chairs for the candidates and the administrator(s);
- iii. ensure that a clock is visible to all candidates;
- iv. for ( ii) and (iii) if the accommodations are inadequate or the clock is missing administrators must rectify the situation with the facility management and notify CIPO Project Authority immediately;
- v. greet candidates as they arrive, confirm candidate identification and check names off attendance sheet;
- vi. retain signed admission letter;
- vii. allow candidates to bring their own unmarked hard copy of one of a French dictionary, English dictionary or French/English dictionary. The dictionary must be inspected by flipping the pages;
- viii. distribute exams at 8:50 am. Paper A must be distributed on the first day of the exam, Paper B on the second day of the exam, Paper C on the third day of the exam, and Paper D on the last day of the exam;
- ix. at 8:55 am, read provided instructions to candidates (should take approximately five minutes to read);
- x. at 9:00 am, instruct candidates to commence the exam;
- xi. note that candidates are allowed four hours to write each paper and inform the candidates of the same;
- xii. note that candidates may still write the examination if they arrive late, however they must not be read the instructions and they must 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).

**c) During the Exam, each administrator must:**

- i. Supervise from the back of the room as it provides a clear view of exam administration-related issues without disturbing the candidates;
- ii. periodically, quietly circulate the room, monitor and address any exam administration-related issues (ex. bathroom, illness, cheating) as well as confiscate any unauthorized material and 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;
- iii. at 10:00 am, announce the time, and the time remaining to write;
- iv. at 11:00 am, announce the time, and the time remaining to write;
- v. at 12:00 pm, announce the time, and the time remaining to write;
- vi. at 12:45 pm, announce the time, and the time remaining to write; and
- vii. at 1:00 pm, instruct candidates to put down their pens. Each Administrator must 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)

**d) After the Exam, each administrator must:**

- i. 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



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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.

- ii. On the last day of the examinations, following the final examination, the administrator must make the arrangements to have the boxes shipped back to Project Authority via courier services. The copies of the *Patent Act* and *Rules* must not be sent back to CIPO; they are to be disposed of by the Administrator. The last box must contain attendance sheet(s) and all the candidate admission letters. The administrator must remain on site for the pick up by the courier service OR must leave the boxes at a courier service centre/depot. Once the boxes have been shipped, the administrator must report to the Project Authority to [ic.cipoagentexams-opicexamenagent.ic@canada.ca](mailto:ic.cipoagentexams-opicexamenagent.ic@canada.ca) to confirm the number of boxes CIPO should expect to receive from each the venue he/she was invigilating along with the shipping track/confirmation number. Shipping labels will be provided to the administrators to cover the cost of the return shipping.

**3.3.2. For the TAE:**

**a) Before each scheduled exam, each Administrator must:**

- i. refer to the Instructions to Administrators document that is provided to them in advance of the examination date for precise instructions on what is required by them;
- ii. Administrators must be available to participate in a telephonic discussion prior to the examination;
- iii. receive and securely store box(es) of copies of exams, *Trade-marks Act*, *Trade-marks Regulations* and Answer booklets until the day of exam;
- iv. verify the contents of the box(es) containing the above materials against the packing list upon receipt and notify the Project Authority to [ic.cipoagentexams-opicexamenagent.ic@canada.ca](mailto:ic.cipoagentexams-opicexamenagent.ic@canada.ca) if materials are missing.

**b) On the day of the scheduled exams, each Administrator must:**

- i. arrive at the exam location no later than 8:00 am;
- ii. ensure that accommodations are adequate (i.e. that there are enough tables and chairs for the candidates and the Administrator(s));
- iii. ensure that a clock is visible to all candidates;
- iv. for ii. and iii., if the accommodations are inadequate or the clock is missing, administrators must rectify the situation with the facility management and notify the Project Authority to [ic.cipoagentexams-opicexamenagent.ic@canada.ca](mailto:ic.cipoagentexams-opicexamenagent.ic@canada.ca) immediately;
- v. greet candidates as they arrive, confirm candidate identification and check names off attendance sheet;
- vi. retain signed admission letter;
- vii. allow candidates to bring their own unmarked hard copy of one of a French dictionary, English dictionary or French/English dictionary. The dictionary must be inspected by flipping the pages;





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- viii. distribute exams in their envelopes. Paper A must be distributed in the morning at 8:50 am and Paper B must be distributed in the afternoon at 12:50 pm;
- ix. at 8:55 am and 12:55 pm, each Administrator must read provided instructions to candidates (should take approximately five minutes to read);
- x. at 9:00 am and at 1:00 pm, each Administrator must instruct candidates to commence the exam;
- xi. allow 3 hours to candidates to write each paper and must inform the candidates of the same;
- xii. allow candidates who are late to still write the examination, however candidates who show up late must not be read the instructions and they must not have additional time to write the exam (i.e. their exam ends at the same time as the other candidates exam).

**c) During the Exam, each Administrator must:**

**For Paper A (9:00 am until 12:00 pm) and Paper B (1:00 pm until 4:00 pm):**

- i. perform administration from the back of the room as it provides a clear view of administration-related issues without disturbing the candidates;
- ii. periodically, quietly circulate the room, monitor and address any administration-related issues (e.g. bathroom, illness, cheating), confiscate any unauthorized material and 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;

**For Paper A (9:00 am until 12:00 pm):**

- iii. at 10:00 am, announce the time, and the time remaining to write;
- iv. at 11:00 am, announce the time, and the time remaining to write;
- v. at 11:45 pm, announce the time, and the time remaining to write;
- vi. at 12:00 pm, instruct candidates to put down their pens and 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);

**For Paper B (1:00 pm until 4:00 pm):**

- vii. at 2:00 pm, announce the time, and the time remaining to write;
- viii. at 3:00 pm, announce the time, and the time remaining to write;
- ix. at 3:45 pm, announce the time, and the time remaining to write;
- x. at 4:00 pm, instruct candidates to put down their pens and 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)

**d) After the Exam, each Administrator must;**

- i. 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.

**e) After the Paper B examination, the administrators must;**

- i. Make the arrangements to have the boxes shipped back to CIPO via courier services to attention of the Project Authority. 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 administrators. The last box must contain attendance sheet(s) and all the candidate admission letters. The administrator must remain on site for the pick up by the courier service OR must leave the boxes at a courier centre/depot. Once the boxes have been shipped, the administrator must contact CIPO to confirm the number of boxes CIPO should expect to receive from the venue he/she was invigilating along with the shipping tracks/confirmation numbers. Shipping labels will be provided to the administrators to cover the cost of the return shipping.

**4. Venues and Administrator Distribution**

**4.1 For the PAE:**

- a) The Contractor must provide, as and when requested, administrator(s) for some or all of the Core Cities below.

**PAE – Administrator distribution Core Cities**

Core City	Paper A – Day 1	Paper B – Day 2	Paper C – Day 3	Paper D – Day 4
Vancouver, BC	1	1	1	1
Edmonton, AB	1	1	1	1
Calgary, AB	1	1	1	1
Toronto, ON	2	2	2	2
Gatineau, Qc	1	1	1	1
Montréal, Qc	1	1	1	1
Québec, Qc	1	1	1	1

- b) Contractor must provide, as and when requested, administrator(s) for Additional Cities where the examination will be held.
- c) Contractor must provide, as and when requested, administrator(s) for Special Accommodation room(s) in any Core Cities or any Additional Cities.



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- d) The Contracting Authority must provide to the Contractor a tentative list of Core City(ies), Additional City(ies) and Special Accommodation room requirement where administrators services must be provided, at least 45 working days before the first day of the PAE. The final list must be provided to the Contractor 40 days before the first day of the PAE.
- e) The Contractor must provide a list of administrators conforming to the security and official language requirements for all the venues listed in the final list provided under
- f) at least 15 days before the first day of the PAE, for any venue missing an administrator, Canada reserves its right to satisfy its requirements with other contracts, procurement instruments or internally.

4.2 For the TAE:

- a) Administrator(s) must be provided as and when requested for some or all of the Core Cities below.

**TAE – Administrator distribution Core Cities**

Core City	Part A & B – Same Day
Vancouver, BC	1
Edmonton, AB	1
Calgary, AB	1
Toronto, ON	2
Gatineau/Ottawa	1
Montréal, Qc	1
Québec, Qc	1

- b) Contractor must provide, as and when requested, administrator(s) for Additional Cities where the examination will be held.
- c) Contractor must provide, as and when requested, administrator(s) for Special Accommodation room in any Core Cities or any Additional Cities.
- d) The Project Authority will provide to the Contractor a tentative list of Core City(ies), Additional City(ies) and Special Accommodation room requirements where exam administrator services must be provided at least 45 working days before the first day of the TAE. The final list will be provided to the Contractor 40 days before the first day of the TAE.
- e) The Contractor must provide a list of administrators conforming to the security and official language requirements for all the venues listed in the final list provided under 4.2 (d), at least 15 days before the first day of the TAE. For any venue missing an administrator, Canada reserves its right to satisfy its requirements with other contracts, procurement instruments or internally.



### 5.9 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.

### 5.11 Official Languages

The reading, understanding and oral expression required for this work is at an intermediate level, in French and English.

Intermediate is defined as an individual that can sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to candidates, provide factual descriptions and explanations, grasp the main idea of most work-related texts, identify specific details and distinguish main from subsidiary ideas in both French and English.



## ANNEX B - TERMS OF PAYMENT

### 1. BASIS OF PAYMENT

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

#### INITIAL CONTRACT PERIOD

	<b>All-inclusive firm hourly Rate</b>
Exam supervisor	\$ _____

#### OPTION PERIOD 1

	<b>All-inclusive firm hourly Rate</b>
Exam supervisor	\$ _____

#### OPTION PERIOD 2

	<b>All-inclusive firm hourly Rate</b>
Exam supervisor	\$ _____

#### OPTION PERIOD 3

	<b>All-inclusive firm hourly Rate</b>
Exam supervisor	\$ _____

### 2. TRAVEL AND LIVING EXPENSES :

Canada will not pay any travel or living expenses associated with performing the Work.

### 3. LIMITATION OF EXPENDITURES

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ (insert "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.

No increase in the total liability of Her Majesty or in the price of the work resulting from any design changes, modifications or interpretations of the specifications, will be authorized unless such design changes, modifications or interpretations have been approved in writing, by the Contracting Authority prior to their incorporation into the work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Her Majesty to be exceed without the prior written approval of the Contracting Authority.

### 4. MULTIPLE PAYMENTS

Canada will pay the Contractor upon completion and delivery of services in accordance with the Contract if:



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- 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 delivered has been accepted by Canada.

**5. INVOICING INSTRUCTIONS**

The invoice shall be sent to the address indicated below for payment. The invoice should include the contract number, Contractor's name, address, GST/PST registration number and a description of the work performed during the period covered by the invoice, including the number of days/hours worked. The GST/PST shall be submitted as a separate amount on the invoice.

All of the above must be to the satisfaction of the Project Authority.

The Contractor is to submit all invoices to:

[To be provided at time of Contract award]



**ANNEX C - SECURITY REQUIREMENTS CHECK LIST**

See attached in PDF format.