



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services 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 therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux 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

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Invention Assessments	
Solicitation No. - N° de l'invitation 01R11-190310/A	Date 2019-01-03
Client Reference No. - N° de référence du client 01R11-190310	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-607-11527	
File No. - N° de dossier EDM-8-41100 (607)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-01-24	Time Zone Fuseau horaire Mountain Standard Time MST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jenkinson, Lorraine	Buyer Id - Id de l'acheteur edm607
Telephone No. - N° de téléphone (780) 497-3593 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF AGRICULTURE AND AGRI-FOOD Intellectual Property & Commercial. Floor 5, Room 500, 303 Main Street Winnipeg Manitoba R3C 3G7 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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**TITLE: SUPPORT ACTIVITIES FOR THE INVENTION ASSESSMENT, MARKET STUDY,
BROKERING AND EDUCATIONAL COMPONENTS OF INTELLECTUAL PROPERTY
MANAGEMENT**

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements/Security Requirements Checklist, the Electronic Payment Instruments and any other annexes.

1.2 Summary

- 1.2.1 Agriculture and Agri-Food Canada (AAFC) has a requirement for services for support activities for the invention assessment, market study, brokering and educational components of intellectual property management. AAFC researchers continually discover new inventions during the course of performing research and development activities. These inventions may have commercial potential for companies willing to invest in pre-commercial technologies.

Under the Public Servants Inventors Act, public servants must disclose any new inventions that they have developed in the course of their employment. As an outcome of the disclosure process, the Office of Intellectual Property and Commercialization (OIPC) may wish to commercialize certain technologies for which the Crown owns the intellectual property rights. The OIPC may therefore require business advice to improve its offer of service procedures and to continue to offer support to the AAFC community based on sound, objective information.

It is anticipated that the contract will be effective for a one (1) year period with the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.4 The requirement is limited to Canadian services.
- 1.2.5 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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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.

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 \(2018-05-22\)](#), 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 days

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Unit (BRU):

Physical delivery address:

Western Region

Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton, AB
T5J 1S6

epost Connect service email address:

ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

(Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.)

Bid facsimile number:

(780) 497-3510

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure

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

2.3.1 Definitions

For the purposes of this clause,

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

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

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

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

2.3.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES () NO ()

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

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

By providing this information, Offerors agree that the successful Offeror'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](#).

2.3.3 Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES () NO ()

If so, the Offeror 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;

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- 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 THREE (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Alberta.

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

2.6 Basis for Canada's Ownership of Intellectual Property

The Agriculture and Agri-Food Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [*Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*](#): statutes, regulations or prior obligations of Canada to a third party or parties preclude Contractor ownership of the Intellectual Property Rights in Foreground Information; and the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software;

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- a) If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The bid must be gathered per section and separated as follows:
- Section I: Technical Bid
 - Section II: Financial Bid
 - Section III: Certifications
 - Section IV: Additional Information
- b) If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy or 1 fax copy)
Section II: Financial Bid (1 hard copy or 1 fax copy)
Section III: Certifications (1 hard copy or 1 fax copy)
Section IV: Additional Information (1 hard copy or 1 fax copy)

- c) If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.
- d) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- e) Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:
 - (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - (ii) use a numbering system that corresponds to the bid solicitation.
- f) 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:
 - 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.1.1 Section I: Technical Bid

BIDDER INSTRUCTIONS:

- a. Canada requests Bidders submit a separate bid for EACH individual Workstream. Bidders may submit a bid for one (1) or both Workstreams identified in the solicitation.
- b. A maximum of two (2) Contracts may be issued: one Contract for each Workstream.

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. Bidders should describe their capability and experience and the project management team.

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.

3.1.2 Section II: Financial Bid

3.1.2.1 Bidders must submit their financial bid in accordance with Annex "B" - Basis of Payment.

3.1.2.2 Electronic Payment of Invoices – Bid

The Bidder must complete Annex "D" - Electronic Payment Instruments to identify which electronic payment instruments they are willing to accept.

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" - Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Section III: Certifications

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

3.1.4 Section IV: Additional Information

3.1.4.1 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.4.1.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number	
City, Province, Territory / State	
Postal Code / Zip Code	
Country	

3.1.4.1.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

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

Mandatory and point rated technical evaluation criteria are included in Annex "E".

4.1.2 Financial Evaluation

4.1.2.1 Financial evaluation criteria are included in Annex "E" - Evaluation Criteria.

4.1.2.2 *SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection - Lowest Price per Point

4.2.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical evaluation criteria; and

- c. obtain the required minimum of **70 percent** overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **332 points**.
- 4.2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

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 - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

5.2.3.1.1 SACC Manual clause [A3050T \(2014-11-27\)](#), Canadian Content Definition.

5.2.3.1.2 Certification:

This procurement is limited to Canadian services. The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

5.2.3.2 Status and Availability of Resources

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

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

5.2.3.3 Education and Experience

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

6.1.1. Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites 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;
- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;

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- (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
- 6.1.2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 6.1.3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-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.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035 \(2018-06-21\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

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

7.3 Security Requirements

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

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 161-052018

- 7.3.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 7.3.1.2 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 CISD/PWGSC.
- 7.3.1.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.

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7.3.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISC/PWGSC.

7.3.1.5 The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex "C";
- (b) Industrial Security Manual (Latest Edition)

7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

7.3.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number:	
City, Province, Territory / State:	
Postal Code / Zip Code:	
Country:	

7.3.2.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from **2019-04-01 to 2020-03-31** inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods (Period 1: 2020-04-01 to 2021-03-31; Period 2: 2021-04-01 to 2022-03-31; Period 3: 2022-04-01 to 2023-03-31), 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 sixty (60) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lorraine Jenkinson
Procurement Specialist
Procurement Branch, Western Region
Public Services and Procurement Canada
ATB Place, North Tower, 5th Floor
10025 Jasper Avenue NW
Edmonton, AB T5J 1S6

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Telephone: 587-337-2458
Facsimile: 780-497-3510
Email address: lorraine.jenkinson@pwgsc-tpsgc.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.

7.5.2 Project Authority

The Project Authority for the Contract is:

(To be named in the Contract.)

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.

7.5.3 Procurement Authority

The Procurement Authority for the Contract is:

(To be named in the Contract.)

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

7.5.4 Contractor's Representative

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$_____ (**insert the amount at contract award**). Customs duties are included and Applicable Taxes are extra.

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7.7.2 Limitation of Expenditure

- 7.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
- 7.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- when it is 75 percent committed, or
 - four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- 7.7.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Monthly Payment

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

- 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;
- all such documents have been verified by Canada;
- the Work performed has been accepted by Canada.

7.7.4 SACC Manual clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0710C (2007-11-30), Time and Contract Price Verification
C0711C (2008-05-12), Time Verification

7.7.5 Electronic Payment of Invoices – Contract

Contracting officers must reproduce below, the information from Annex "E" - Electronic Payment Instruments, in which were identified electronic payment instruments accepted by the Contractor and renumber accordingly.

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- Visa Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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7.8 Invoicing Instructions

7.8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

7.8.2 Invoices must be distributed as follows:

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

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.12 SACC Manual clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
A9068C (2010-01-11), Government Site Regulations

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7.13 Insurance Requirements

SACC Manual clause G1005C (2016-01-28), Insurance - No Specific Requirement

ANNEX "A" - STATEMENT OF WORK

1. TITLE:

Support activities for the invention assessment, market study, brokering and educational components of intellectual property management.

2. BACKGROUND:

Agriculture and Agri-Food Canada (AAFC) researchers continually discover new inventions during the course of performing research and development activities. These inventions may have commercial potential for companies willing to invest in pre-commercial technologies.

Under the Public Servants Inventors Act, public servants must disclose any new inventions that they have developed in the course of their employment. As an outcome of the disclosure process, the Office of Intellectual Property and Commercialization (OIPC) may wish to commercialize certain technologies for which the Crown owns the intellectual property rights.

Before pursuing the commercialization route, the invention must be assessed for marketing and technical criteria to determine its suitability to be advanced to a commercial product. Once the decision is made to pursue the commercial route, OIPC will seek to attract a partnership to advance the technology towards commercialization. In these cases, widely varied commercialization studies are required to make the appropriate decisions regarding the opportunity to protect and commercialize the technology.

In addition to technology protection and commercialization tasks, the OIPC offers the AAFC community support on all matters where IP could be an issue (partnerships, contracting, data distribution, scientific or non-scientific publications, dissemination of work, etc.). The OIPC may therefore require business advice to improve its offer of service procedures and to continue to offer support to the AAFC community based on sound, objective information.

3. OBJECTIVE:

AAFC requires the services of a Consultant with a strong understanding of agricultural technologies, intellectual property, the processes involved in commercializing early stage technologies, and specializing in the promotion of early stage intellectual property to provide four main services:

- 3.1 Invention assessments - required during the evaluation of an invention to obtain an objective image of the quality of technologies evaluated compared to existing solutions on the market so that decisions can be made about the protection of Crown-owned technologies.
- 3.2 Business Opportunity Documents - required to commence the marketing promotion process.
- 3.3 Brokering - deals between AAFC and potential recipients.
- 3.4 Support/Advice Services on certain subject areas related to intellectual property and commercialization.

4. SCOPE OF WORK:

The Consultant will be required to provide, but is not limited to, the following:

- 4.1 Invention Assessments and Business Opportunity Documents:
 - 4.1.1 Review the Invention Disclosure along with other pertinent documentation provided by the inventor(s) and/or Project Authority, including literature searches, prior-art, etc.
 - 4.1.2 Develop an in-depth questionnaire to assess whether the invention has commercial/market potential.
 - 4.1.3 Provide a draft of the questionnaire to the Project Authority for review.

-
- 4.1.4 Make changes as required and produce a final questionnaire.
 - 4.1.5 Provide the questionnaire to the inventor(s) for completion.
 - 4.1.6 Interview the inventor(s) to determine what applications and markets might exist for the invention, identify potential receptors and what additional work is required for proof-of-concept and further development.
 - 4.1.7 Provide definition of the technology and description of potential applications for new or existing products. Comparison with existing technologies/products on the market, potential advantages of the technology and the state of the art, etc.
 - 4.1.8 Conduct secondary research to substantiate the market trends, size, growth rate, life cycle, key industry players, market fit for the invention, and determine main competitors.
 - 4.1.9 Evaluate the commercial potential of the technology/invention, including, but without being limited to, communicating with key institutions in the invention's field of application.
 - 4.1.10 Write a Draft Report (Invention Assessment and/or Business Opportunity Document) and provide to the Project Authority in electronic format for review.
 - A. Invention Assessment Reports must include the following information:
 - a. Title of the Technology
 - b. Consultant's file reference number
 - c. AAFC's file reference
 - d. Mode of Protection
 - e. Stage of Development
 - f. Fields of Application
 - g. Competitive Advantage
 - h. Receptor Capacity
 - i. Personal involvement of inventor
 - j. Availability of AAFC staff / resources
 - k. Timeliness / Market Readiness
 - l. Capital Intensity
 - m. Benefits to Canada
 - B. Business Opportunity Document Reports must include the following information:
 - a. Title of the technology
 - b. Market Sector Size
 - c. Market Sector Growth
 - d. Description of Technology (Technical and Business)
 - e. Utility of Technology
 - f. Stage of Technology Development
 - g. Fields of Application
 - h. Competitive Advantage
 - i. Potential Receptors
 - 4.1.11 Make any changes as required and provide a Final Report for each study in electronic format with recommendations on the marketability of the invention assigned.

4.2 Brokering:

- 4.2.1 Link and adapt of the technology to the business profile of potentially receptive firms.

- 4.2.2 Meet in person with stakeholders from potentially receptive firms and presentation of the technology to confirm their interest.
- 4.2.3 Initiate talks with interested firms about commercialization opportunities.
- 4.2.4 Prepare and provide a final report to the Project Authority in hard copy and electronic format. The report may be required in either official language, and it must include:
 - a. Results and analyses
 - b. One-page summary
 - c. Bibliographical references

4.3 Support/Advice Services:

- 4.3.1 Provide business advice to facilitate decision making within the OIPC.
- 4.3.2 Provide advice on the implementation of new business procedures in the OIPC Group
- 4.3.3 Market Studies for sectors on interest to AAFC, alignment with other stakeholders (e.g business incubators) and educational materials (case studies).
- 4.3.4 Technology watch for any other technologies of interest to AAFC.
- 4.3.5 Prepare and provide a final report to the Project Authority in hard copy and electronic format. The report may be required in either official language, and it must include:
 - a. Results and analyses
 - b. One-page summary
 - c. Bibliographical references

5. REPORTING AND COMMUNICATIONS:

- 5.1 The Consultant will be responsible to communicate with AAFC's Commercialization Officers, scientists, and Business Development Manager.
- 5.2 In addition to the timely submission of all deliverables and fulfillment of the obligations specified within the Contract, it is the responsibility of the contractor to facilitate and maintain regular communication with AAFC. Communication is defined as all reasonable effort to inform all parties of the plans, decisions, proposed approaches, implementation and results of work, to ensure the project is progressing well and in accordance with expectations.
- 5.3 Communications may include: phone calls, emails, faxes, mailing and meetings. In addition, the Contractor is to immediately notify AAFC of any issues, problems or areas of concern in relation to any work completed under the contract as they arise.

6. LANGUAGE REQUIREMENTS:

- 6.1 Document preparation and communication with the inventors may be required in either of Canada's official languages (English or French) as requested by the Commercialization Officer or Business Development Manager.
- 6.2 Work will be performed, and dealings with federal public servants and inventors will be in the official language of their choice.

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ANNEX "B" - BASIS OF PAYMENT

- Unit Prices will remain firm for the duration of the periods shown.
- Prices must be submitted for all three (3) years as shown.
- Estimated Usages are for evaluation purposes only, actual usage may vary from the amounts shown.

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ANNEX “C” - SECURITY REQUIREMENTS CHECK LIST



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Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

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

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



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Gouvernement du Canada

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PART A (continued) / PARTIE A (suite)

8 Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

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

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

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée
« Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée
« Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Darren Ramlal	Business Development Manager	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
204-470-6421		darren.ramlal@agr.gc.ca
		Date
		31 May 2018

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

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Lise Hevesque-Masson	SRCH Coordination	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
613-773-4666	613-773-4666	lise.hevesque-masson@agr.gc.ca
		Date
		May 31, 2018

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☒ No / Oui
☐ Yes / Non

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Lorraine Jenkinson	Procurement Specialist	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
587-337-2458	780-497-3593	lorraine.jenkinson@pwgsc.gc.ca
		Date
		2018-12-01

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

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Denis Leconte	Contact Security officer	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
613-952-7707	613-948-1712	denis.leconte@pwgsc.gc.ca
		Date
		June 20/2018

TPS61-PWGSC-62.CA



Agriculture and
Agri-Food Canada

Agriculture et
Agroalimentaire Canada

SECURITY SERVICES DE SÉCURITÉ

Memorandum

TO: **Contracting Officer**

FROM: **Lise Levesque-Masson**

DATE: **31 May 2018**

SUBJECT: SRCL – Invention Assessment

Ref: SRCL – Invention assessment

Please be advised that Part C paragraph 11.a and 11.d indicate that the supplier will be required to receive and store Protected information or assets on its site or premises and IT systems.

As a result, PSPC is required to complete a security assessment of the premises in which our information is going to be stored prior to the commencement of the contract.

Should you require any further information please do not hesitate to contact me.

Lise Levesque-Masson
SRCL Coordinator
AAFC
613-773-1464

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01R11-190310/A

Client Ref. No. - N° de réf. du client

01R11-190310

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-8-41100

Buyer ID - Id de l'acheteur

edm607

CCC No./N° CCC - FMS No./N° VME

ANNEX “D” - ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "E" – EVALUATION CRITERIA

A. Mandatory Technical Criteria:

Failure to meet any of the following mandatory technical criteria at bid closing will render the Bid non-responsive and it will be given no further consideration.

Curriculum vitae or other documentation must be included to demonstrate compliance to the mandatory technical criteria.

If the supporting documentation is not provided at Bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the Bid non-responsive and the Bid will be given no further consideration.

B. Point Rated Technical Criteria:

- i. Each evaluation criterion has a number allotment ("weight") that reflects its importance within the Bid. The degree to which the Bid satisfies the requirement of each criterion will be assessed and a rating will be assigned ranging from 0 to 4, as described below. A score will be assessed by multiplying the weight by the rating.
(4 = clearly meets all requirements, 3 = meets most requirements, 2 = meets some requirements, 1 = minimally meets requirements, 0 = no capability to meet requirements)
- ii. Each Bid must achieve a minimum score of 70% of the maximum total points available overall. Bids that fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

A.	Mandatory Technical Criteria:		
A.1	Proposals for STREAM 1 – Invention Assessments and Business Opportunity Documents	YES	NO
1.1	The Firm The Bidder must demonstrate the ability to offer services in both official languages either through staff or through contracted translators at no additional charge to Canada.		
1.2.	Education and Experience: The Proposal must include the names of two (2) resources who collectively meet all the following qualifications. If more than two (2) resources are provided, only the first two (2) will be evaluated. <ol style="list-style-type: none"> a) One must have a Ph.D. in life sciences or agriculture. b) One must have an MBA. c) Both must have experience: <ul style="list-style-type: none"> • In conducting reviews of invention disclosures. • An understanding of the agriculture, food and biotechnology sector. • An understanding of Intellectual Property. • An understanding of basic research, applied research, prototype, pilot scale, large scale production and marketing. 		

1.3.	Reference Projects		
a)	<p>The two resources must demonstrate they have collectively prepared three (3) Invention Assessments for early stage technologies, analyzing the following criteria:</p> <ul style="list-style-type: none"> i. Stage of Technology in the innovation chain ii. Potential Fields of Application for invention iii. Competitive Advantage for invention iv. Identification of Target Market v. Receptor Identification and Capacity vi. Timeliness/Market Readiness vii. Capital Intensity viii. Benefits to Canada ix. Personal involvement of inventor x. Availability of resources 		
b)	<p>The two resources must demonstrate they have collectively prepared three (3) Business Opportunity Documents for early stage technologies, analyzing the following criteria:</p> <ul style="list-style-type: none"> i. Title of the technology ii. Market Sector Size iii. Market Sector Growth iv. Description of Technology <ul style="list-style-type: none"> a. Technical b. Business v. Utility of Technology vi. Stage of Technology Development vii. Fields of Application viii. Competitive Advantage ix. Potential Receptors 		
A.2	Proposals for STREAM 2 – Brokering and Support/Advice Services	YES	NO
2.1	<p>The Firm</p> <p>The firm must demonstrate the ability to offer services in both official languages either through staff or through contracted translators at no additional charge to Canada.</p>		
2.2	<p>Education and Experience:</p> <p>The Proposal must include the names of two (2) resources who collectively meet all the following qualifications.</p> <p>If more than two (2) resources are provided, only the first two (2) will be evaluated.</p> <ul style="list-style-type: none"> a) One must have a Ph.D. in life sciences or agriculture. b) One must have an MBA. c) Both must have experience: <ul style="list-style-type: none"> • Demonstrated comprehension of the technical components of early stage technologies and where applicable the associated material within a patent and its business value. • Working with key players in the agriculture, food and biotechnology sectors, specifically, parties which have the capacity to commercialize an early stage 		

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	<p>technology.</p> <ul style="list-style-type: none"> An understanding of basic research, applied research, prototype, pilot scale, large scale production and what is required to advance an early stage technology to a commercial output. 		
2.3	Reference Projects		
a)	<p>The two resources must demonstrate they have collectively facilitated the commercialization of three (3) early stage technologies by:</p> <ul style="list-style-type: none"> i. Identifying and communicating the main advantages of the technology. ii. Identifying the potential fields of application for invention. iii. Contacting companies with the capacity to commercialize. Securing the deal through term sheet and/or license negotiation and finalization. 		
b)	<p>The two resources must collectively provide two (2) examples on advisory papers regarding intellectual property issues. These may include best practices in invention disclosure evaluations, patent strategies, licensing, royalty management, performance management, or other IP related matters.</p>		
c)	<p>The two resources must collectively provide one (1) example of a market study or analysis related to a sector within the Agriculture & Agri-Food sector.</p>		

Point Rated Technical Criteria for Stream 1 and 2				
B.	Point Rated Technical Criteria for Stream 1 and 2	Weight	Rating	Score
1.	The bid demonstrates an authoritative understanding of early stage technologies and alternative commercialization models.	10		
2.	The bid demonstrates an authoritative understanding of the agriculture and agri-food sectors.	9		
3.	The bid demonstrates a solid understanding of patent processes, claims, and patent landscape for specific market sectors.	8		
4.	The bid demonstrates the ability to identify potential receptors of the technology.	10		
5.	The bid demonstrates an understanding of product development, market research, and basis corporate finance (return on investment).	10		
6.	The bid demonstrates an ability to communicate with subject experts at a Ph.D level and discuss technical concepts and product development stages involved in technology communication.	8		
7.	The completeness of the team relevant to what is requested in the SOW is well demonstrated through the complementarities of skills of its members. The roles and responsibilities of all the team members, including all subcontractors, are defined. All required key personnel are identified and there are qualified back-up personnel identified for all of them.	10		

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8.	The management plan as described in the bid follows a methodical approach and is complete. The effectiveness of the proposed methodology in achieving the objectives of the work under the given time and budget constraints is both clear and substantiated.	10		
9.	A comprehensive management risk analysis, including critical issues that may jeopardize the successful completion of the project, is provided and effective mitigation strategies are described.	8		
	MAXIMUM TOTAL POINTS AVAILABLE	332.0		
	MINIMUM POINTS ACCEPTABLE (70%)	232.0		
	TOTAL POINTS AWARDED			

B. CALCULATION OF BID EVALUATION TOTAL COST:

The Financial bid must be submitted in accordance with the proposed Basis of Payment. Please provide firm hourly, inclusive of overhead and fringe benefits and profit, for each year. Should a bid be submitted with a subsequent year's rate left blank, it will be assumed that the rate will remain the same as submitted for the previous year.

The Financial bid will be assessed as follows:

- a) Items A.1, A.2, B.1 and B.2 for each Period:
 - i. The "Estimated # of Hours Per task" (A) will be multiplied by the "Unit Price Offered" (B) to achieve an "Extended Cost Per Task" (C).
 - ii. The "Extended Cost Per Task" (C) will be multiplied by the "Estimated # of Tasks" (D) to achieve the "Total Cost" (E) for each line item.
- b) For each Period: the "Total Cost" (E) of line items A.1, A.2, B.1, B.2 and C will be added together to determine the Subtotal for each Period;
- c) The Subtotal for each period will be added together to determine the Total Evaluated Bid Price.