
REQUEST FOR STANDING OFFERS (RFSO)

“Standing offers for Commercialization studies for technology transfer”

for the Canadian Space Agency (CSA)

**Bid Submission Deadline:
November 18, 2019 at 2:00 PM (EST)**

Submit Bids to:

Canadian Space Agency
TENDERS RECEPTION OFFICE
Monday to Friday
Receiving/Shipping (8:00 to 16:30)
Closed between 12:00 and 13:00
6767 route de l'Aéroport
Saint-Hubert (Quebec) J3Y 8Y9, Canada

Or by E-Post Connect

Reference: CSA File No. **9F060-19-0357**

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



October 24, 2019



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PART 1 - GENERAL INFORMATION

1. Summary

The Canadian Space Agency (CSA) requires the services of consultants to carry out various commercialization studies for the Intellectual Property Management and Technology Transfer (IPMTT) Group.

A maximum of three (3) standing offers will be issued in response to this request for standing offer. These standing offers will be offer to the three (3) firms who will meet the mandatory criteria and who will obtain the highest score for technical and financial evaluation. **The amount for each standing offer will be \$ 150,000.00 before taxes for an initial period of 2 years**

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

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

- **Period of the Standing offer**

Standing offer initial period is from December 2019 to November 30, 2021

- **Option to Extend the Standing offer**

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

The amount for each of the 2 optional periods will be \$75,000.00 before taxes.

2. Security Requirement

There are security requirements associated with this requirement. For additional information, consult Part 5 - Certifications and Additional Information, and Part 6 - 6A Standing Offer and 6B Resulting Call-up Clauses. For more information on personnel and organization security screening or security clauses, 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.

3. Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA) <https://www.cfta-alec.ca/>

4. The epost Connect service

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.



5. Debriefings

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

6. Communications Notification

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



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

1.1. ACC Manual Clauses

The document 2006 (2019-03-04) - Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/23>

2. Submission of Bids

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.

Bids must be submitted **ONLY TO**:

- ❖ By the epost Connect service: <https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page>

Epost connect service information: Section 08 (2019-03-04) - Transmission by epost Connect of document 2006 (2019-03-04) – Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/23#transmission-by-facsimile>

Or

- ❖ the CSA's Tenders Reception Office

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

DO NOT COPY THE CONTRACTING AUTHORITY



3. Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority Isabelle.doray@canada.ca **no later than three (3) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **PROVINCE OF 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

1. Bid Preparation Instructions

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Prices must appear in the financial offer 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;
- b) use a numbering system that corresponds to that of the Request for proposal

❖ If Submitted to Canadian Space Agency Tenders Reception Office

1 hardcopy in 3 sections **and** 1 electronic support including the 3 separate files

❖ If Submitted by epost Connect service: <https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page>

3 separate documents

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements.

Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

Section II: Financial Bid

Bidders must submit the sum of the applicable direct and indirect costs which are, or must be reasonably and properly incurred and/or allocated, in the performance of the Contract, less any applicable credits. These costs must be determined in accordance with the Contractor's cost accounting practices as accepted by Canada and applied consistently over time.



Bidders should review Contract Cost Principles 1031-2 - (2012-07-16) <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6> for a description of allowable costs.

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

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

The estimates provided in Column A of the Basis of Payment and the Annex B - Pricing will be used for cost evaluation purposes only and do not constitute a guarantee or commitment of work on behalf of Canada

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications and additional information

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



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

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

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

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

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

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

2. Mandatory requirements

Mandatory requirements in the table will be evaluated according to the compliant/non-compliant method. Offers must include the necessary documentation to demonstrate compliance with the mandatory requirements set out in Table 1.

Table 1 – Mandatory requirements

Mandatory requirement	Description	Page/Par. No.	Compliant/Non-compliant
1	<p>Advanced level Official Languages:</p> <p>The Bidder MUST provide resources capable of providing services in both official languages.</p> <p>See Language Proficiency Grid in PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION – Paragraph 1.8 Language Proficiency</p>		



Mandatory requirement	Description	Page/Par. No.	Compliant/Non-compliant
2	<p>Security requirements:</p> <p>The Contractor working under this contract MUST hold a valid Facility Security Clearance (FSC) at the Protected B level issued by the Canadian and International Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).</p> <p>The Contractor's resources working on this contract MUST hold a valid clearance at the Protected B level granted by the Canadian and International Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).</p>		
3	Bidders MUST submit the certifications required under Part 5 .		
4	Bidders MUST provide a total of two (2) letters of reference from separate clients for whom commercial studies have been conducted on new technologies within the last five (5) years (See annex F - Sample Reference Letters)		
5	Bidders MUST Provide one (1) letter of reference from a client for whom business advice to assist with decision making has been provided in the last five (5) years (See annex F - Sample Reference Letters)		
6	Bidders MUST Provide the resumes of all the main consultants proposed		

FAILURE TO MEET ANY OF THE MANDATORY REQUIREMENTS SET OUT ABOVE WILL RESULT IN YOUR OFFER BEING DECLARED NON-COMPLIANT.

3. Point-rated technical criteria

Offers will be evaluated against the point-rated criteria in Table 2.

To be responsive, an offer must achieve a minimum score of 60% for each evaluation criterion AND a total minimum score of 60% for all of the point-rated technical criteria.

Table 2 – Point-rated technical criteria

POINT-RATED TECHNICAL CRITERIA	MAXIMUM SCORE (%)	MINIMUM SCORE REQUIRED (%)
1. The firm's technical experience and the team's ability to carry out projects similar to commercial studies for new technologies in the fields of applied sciences, such as space and aerospace, robotics, engineering, life science and physics.	35	21
2. Work plan and methodology.	20	12
3. The team's technical experience and ability to carry out similar projects involving the provision of business advice for new technologies in the fields of applied sciences, such as space and aerospace, robotics, engineering, life science and physics.	35	21
4. Knowledge of Canadian technological context (or Canadian high technology)	10	6
<i>Maximum score</i>	100	
<i>Minimum technical score required</i>		60

Description of point-rated technical evaluation criteria

The evaluation grid contains a series of evaluation criteria supported by four benchmark statements (A, B, C and D). Each of these statements has a corresponding relative value.

A =	0% of the maximum score
B =	From 1% to 60% of the maximum score
C =	From 61% to 80% of the maximum score
D =	From 81% to 100% of the maximum score

EVALUATION GRID

Description of point-rated technical criteria evaluated

Criteria evaluated	0% of maximum score	From 1% to 60% of the maximum score	From 61% to 80% of the maximum score	From 81% to 100% of the maximum score
<p>The team's technical experience and ability to carry out projects similar to commercial studies</p> <p><i>(Maximum 35 points; Minimum 21 points)</i></p>	<p>The team's technical experience and ability to carry out similar projects have not been clearly demonstrated by the examples submitted.</p> <p><i>(0 points)</i></p>	<p>The proposal demonstrates that the team has a proven ability to carry out commercialization studies for similar projects.</p> <p>But its experience in the field of applied sciences is limited or not recent (more than 5 years)</p> <p><i>(Max. 21 points)</i></p>	<p>The proposal demonstrates that the team has a proven ability to carry out commercialization studies for similar projects.</p> <p>And demonstrates that the team has all the abilities for carrying out projects in the field of applied sciences.</p> <p><i>(Max. 28 points)</i></p>	<p>The proposal demonstrates that the team has significant expertise and understanding of how to carry out commercialization studies validated by highly complex major projects.</p> <p>The proposal demonstrates that the team has superior abilities to carry out the project.</p> <p><i>(Max. 35 points)</i></p>
<p>Work plan and methodology</p> <p><i>(Maximum 20 points; minimum 12 points)</i></p>	<p>The method described contains no details about the procedures used and does not demonstrate its effectiveness in achieving the project's objectives.</p> <p><i>(0 points)</i></p>	<p>The method describes some points in the work plan. The method's effectiveness in meeting the project's objectives is not demonstrated.</p> <p><i>(Max. 12 points)</i></p>	<p>The method describes an approach including enough details to demonstrate its effectiveness in achieving the project's objectives.</p> <p><i>(Max. 16 points)</i></p>	<p>The well-described and comprehensive method shows leading-edge expertise. The method's effectiveness in achieving the project's objectives is fully demonstrated.</p> <p><i>(20 points)</i></p>

Criteria evaluated	0% of maximum score	From 1% to 60% of the maximum score	From 61% to 80% of the maximum score	From 81% to 100% of the maximum score
<p>The team's technical experience and ability to carry out similar projects involving the provision of business advice</p> <p><i>(Maximum 35 points; minimum 21 points)</i></p>	<p>The team's technical experience and ability to carry out similar projects have not been clearly demonstrated by the examples submitted.</p> <p><i>(0 points)</i></p>	<p>The proposal demonstrates that the team has a proven ability to develop and provide business advice,</p> <p>but its experience in the field of applied sciences is limited or not recent (more than 5 years)</p> <p><i>(Max. 21 points)</i></p>	<p>The proposal demonstrates that the team has a proven record of providing business advice.</p> <p>The proposal demonstrates that the team has all the abilities for carrying out projects in the field of applied sciences.</p> <p><i>(Max. 28 points)</i></p>	<p>The proposal demonstrates that the team has significant expertise and understanding of how to provide business advice validated by highly complex major projects.</p> <p>The proposal demonstrates that the team has superior abilities to carry out the project.</p> <p><i>(Max. 35 points)</i></p>
<p>Knowledge of Canadian technological context (or Canadian high technology)</p> <p><i>(Maximum 10 points; minimum 6 points)</i></p>	<p>Using a short, clearly identified text clearly identifying, with the help of concrete, detailed examples present in the rest of the bid (including resumés), the proposal demonstrates only a limited understanding of the Canadian technological context.</p> <p><i>(0 points)</i></p>	<p>Using a short, clearly identified text clearly identifying, with the help of concrete, detailed examples present in the rest of the bid (including resumés), the proposal demonstrates a general understanding of the Canadian technological context (by the number of years of experience in the high-technology sector).</p> <p><i>(Max. 6 points)</i></p>	<p>Using a short, clearly identified text clearly identifying, with the help of concrete, detailed examples present in the rest of the bid (including resumés), the proposal demonstrates a well-established understanding of the Canadian technological context (by the number of years of experience in the high-technology sector).</p> <p><i>(Max. 8 points)</i></p>	<p>Using a short, clearly identified text clearly identifying, with the help of concrete, detailed examples present in the rest of the bid (including resumés), the proposal demonstrates a significant understanding of the Canadian technological context, including the space sector.</p> <p><i>(Max. 10 points)</i></p>



4. Financial evaluation

A maximum of three (3) standing offers will be issued with respect to this request for standing offers

The price submitted refers to the amount for the three periods (initial 2 years period + 2 optimal periods of 1 year each).

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

The estimates provided in Column A of the Basis of Payment and the Annex B - Pricing will be used for cost evaluation purposes only and do not constitute a guarantee or commitment of work on behalf of Canada

A standing offer will be award to the **three (3) Highest Combined Rating** of Technical Merit and Price

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

5.1. To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory criteria; (see table #1) and
- (c) Obtain the required minimum points for the technical evaluation by criteria; and
- (d) Obtain the required minimum of 60 points for all of the point-rated technical criteria.

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

5.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80 % for the technical merit and 20 % for the price.

5.4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80 %.

5.5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %

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

5.7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively.

The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating of Technical Merit (80%) and Price (20%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	96/100	89/100	92/100
Bid Evaluated Price	C\$55,000	C\$50,000	C\$45,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$96 / 100 \times 80 = 78.80$	$45^* / 55 \times 20 = 16.36$	95.16
Bidder 2	$89 / 100 \times 80 = 71.20$	$45^* / 50 \times 20 = 18$	89.20
Bidder 3	$92 / 100 \times 80 = 73.60$	$45^* / 45^* \times 20 = 20$	93.60

* represents the lowest evaluated price



PART 5 – CERTIFICATONS AND ADDITIONAL INFORMATION

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

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 Standing Offer.

1. Certifications Required with the Bid

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

1.1 Security Requirements

At the Request for Standing Offers closing date, the following conditions **MUST** be met:

- a) the Offeror must hold a valid organization security clearance as indicated in Part 6A - Standing Offer;
- b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 6A - Standing Offer;
- c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6A - Standing Offer;
- e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 6A - Standing Offer;

For additional information on security requirements, offerors 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.

1.2 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

1.2.1 Definitions

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



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

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

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

1.2.2 Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

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

1.2.3 Work Force Adjustment Directive

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

Yes () No ()

If so, the Bidder must provide the following information:

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

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

1.3 Ineligibility and Suspension Policy

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

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

1.4 Integrity Provisions – List of Names

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

1.5 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.

1.6 Education and Experience

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

1.7 Procurement Business Number

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

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

Procurement Business Number (PBN): _____

1.8 Language Proficiency

The Bidder certifies that the proposed resource is capable of providing services in both official languages

- **Advanced level** in both official languages.

Language Proficiency Grid			
Legend	Oral	Comprehension	Written
Basic	A person speaking at this level can: <ul style="list-style-type: none"> • ask and answer simple questions; • give simple instructions; • and give uncomplicated directions relating to routine work situations. 	A person reading at this level can: <ul style="list-style-type: none"> • fully understand very simple texts; • grasp the main idea of texts about familiar topics; and • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks 	A person writing at this level can: <ul style="list-style-type: none"> • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	A person speaking at this level can: <ul style="list-style-type: none"> • sustain a conversation on concrete topics; report on actions taken; • give straightforward instructions to employees; and • provide factual descriptions and explanations. 	<ul style="list-style-type: none"> • A person reading at this level can: • grasp the main idea of most work-related texts; • identify specific details; and • distinguish main from subsidiary ideas. 	A person writing at this level can: <ul style="list-style-type: none"> • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	A person speaking at this level can: <ul style="list-style-type: none"> • support opinions; and understand and express hypothetical and conditional ideas 	A person reading at this level can: <ul style="list-style-type: none"> • understand most complex details, inferences and fine points of meaning; and • have a good comprehension of specialized or less familiar material. 	A person writing at this level can: <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner.



1.9 Certification

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

CERTIFICATION SIGNATURE

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

- 1.1. Security Requirements
- 1.2. Former Public Servant
- 1.3. Ineligibility and Suspension Policy
- 1.4. Integrity Provisions – List of Names
- 1.5. Status and Availability of Resources
- 1.6. Education and Experience
- 1.7. Language Proficiency
- 1.8. Procurement Business Number
- 1.9. Certification

Signature

Date

Name (print or type) of person authorized to sign on behalf of the Organization

Phone : _____

E-Mail : _____



PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions of the Standing Offer;
2005 (2017-06-21) - Goods or Services
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14>
- d) the general conditions of the call up against the Standing Offer
2010B; (2018-06-21) Professional services (medium complexity)
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010B/18>
- e) Annex C, Statement of Work; SoW
- f) Annex B, Basis of Payment;
- g) Annex D, Security Requirements Check List;
- h) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

2. Statement of work:

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

3. Security Requirements

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **PROTECTED B** as required, granted or approved by the CISD, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED/CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide, attached at Annex D;
 - b) *Industrial Security Manual* (Latest Edition).



4. Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

The Offeror must provide the full addresses of the Offeror'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

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

5. Standard Clauses and Conditions

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

5.1. The document 2005 (2017-06-21) - Standard Instructions - General Conditions - Standing Offers - Goods or Services are incorporated by reference into and form part of the Standing Offer. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14>

6. Period of the Standing offer

The period for making call-ups against the Standing Offer is from December 2019 to November 30 2021.

6.1. Option to Extend the Standing offer

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

The Contractor agrees that, during the extended period of the Standing offer, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Standing offer.

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

7. 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.



8. Contracting Authority - Standing Offer Authority

Isabelle Doray
Procurement and Contract Administration
Canadian Space Agency
6767 route de l'Aéroport
Saint-Hubert, QC
Canada J3Y 8Y9
Telephone: (450) 926-4873
E-Mail: isabelle.doray@canada.ca

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

9. Project Authority and Identified Users

Canadian Space Agency
Name: *To be inserted at contract award.*
Title: Head, IP Management & Technology Transfer
Space Science and Technology
Intellectual Property
Address: 6767, Route de l'Aéroport
St-Hubert, Québec, J3Y 8Y9
Telephone: (450) 926-xxxx
E-Mail: xxx.xxx@canada.ca

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

10. Technical Authority and Identified Users

Canadian Space Agency
Name: *To be inserted at contract award.*
Title: *To be inserted at contract award.*
Space Science and Technology
Intellectual Property
Address: 6767, Route de l'Aéroport
St-Hubert, Québec, J3Y 8Y9

Telephone: (450) 926-XXX
E-Mail: xxxx.xxxx@canada.ca

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



11. Identified Users

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

12. Call-up Instrument

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

13. Limitation of Call-Ups

Individual call-ups against this Standing Offer must not exceed **\$ 50,000.00** (Goods and Services Tax or Harmonized Sales Tax excluded).

14. Financial Limitation – Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$ 150,000.00** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

15. Standing Offers Reporting

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

16. Performance Evaluation

Contractor shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Government of Canada. Should the Contractor's performance be considered unsatisfactory more than once, the Contractor's bidding privileges on future work may be suspended for a period of 18 months or 36 months.

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

17. Applicable Laws

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

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



18. Office of the Procurement Ombudsman clause

18.1. Clause for solicitation documents and regret letters for unsuccessful bidders

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information about OPO, including the available services, please visit the [OPO website](http://www.opo-boa.gc.ca).

18.2. Contract Clauses - Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

18.3. Contract clause – Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

19. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

B. RESULTING CALL-UPS CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

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

2.1. General Conditions:

2010B; (2018-06-21), Professional services (medium complexity)
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010B/18>

3. Term of Call-up

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

4. Basis of Payment

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

5. Limitation of expenditure

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the Contract expiry date, or
- c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



6. Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project authority

7. Invoicing Instructions

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

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

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

Invoices must be distributed as follows:

- a) One (1) copy must be forwarded to the following address for certification and payment

asc.facturation-invoicing.csa@canada.ca

- b) One (1) copy must be forwarded to the Project Authority

8. Electronic Payment of Invoices

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques. You will find all the information to enroll in direct deposit with Canadian Space Agency at : <http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp>.



ANNEX "B"

Pricing

BASIS OF PAYMENT



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

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

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

Column B (Hourly rate) and Column C (Estimated total cost) must be completed with a Canadian dollars value, for all line items or your Offer will be declared non-responsive

The estimates provided in Column A will be used for cost evaluation purposes only and do not constitute a guarantee or commitment of work on behalf of Canada

1) Labor

INITIAL PERIOD 2 years period From December 1 st 2019 to November 30, 2021	Estimated Level of Effort A	Hourly rate B	Estimated Total Cost for Initial Standing Offer Period C
IPMTT consultant	600 Hours	_____ \$/hour	_____ \$

OPTION 1 1 year period From December 1 st 2021 to November 30, 2022	Estimated Level of Effort A	Hourly rate B	Estimated Total Cost for Option 1 C
IPMTT consultant	300 Hours	_____ \$/hour	_____ \$

OPTION 2 1 year period From December 1 st 2022 to November 30, 2023	Estimated Level of Effort A	Hourly rate B	Estimated Total Cost for Option 2 C
IPMTT consultant	300 Hours	_____ \$/hour	_____ \$

Total estimated for Initial Standing Offer Period +	
Total estimated Cost for Option 1 +	
Total estimated Cost for Option 2 +	
TOTAL BID COST	



2) Travel and Living Expenses

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

Interviews with researchers for phase I of the project must be conducted by telephone or other electronic means. Consequently, no travel expenses will be allocated for interviews.

For phase III, travel and living expenses incurred for meetings in person with potentially receptive firms will be planned in advance and approved by the contracting authority.



ANNEX C

STATEMENT OF WORK (SOW)

Commercialization studies for technology transfer services

1. Objectives

The Canadian Space Agency (CSA) requires the services of consultants to carry out various commercialization studies for the Intellectual Property Management and Technology Transfer (IPMTT) Group.

2. Background

The CSA generates intellectual property (IP) under a broad range of circumstances. IP may be generated by industry projects under technology and applications development programs, mandates given to research suppliers, internal research as part of the Canadian Space Program, partnership projects with other government organizations and agencies, and projects carried out in conjunction with institutional or private organizations, among other things.

The IPMTT Group may wish to commercialize certain technologies for which the Crown owns the intellectual property rights. In those cases, widely varied commercialization studies are required to make the appropriate decisions regarding the opportunity to protect and commercialize the technology.

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

3. Requirements

As needs arise, the contractor could be required to carry out the tasks indicated in the following commercialization study phases during technology transfer activities:

Phase 1 – Evaluation

The main objective of this phase is to obtain an objective image of the quality of technologies evaluated compared to existing solutions on the market so that decisions can be made about the protection of Crown-owned technologies. This phase will include, without being limited to, the following tasks/steps:

- (a) Review of the basics of the technology and of the entire documentation. Identification of other relevant documents.
- (b) Interview with the researchers.
- (c) Definition of the technology and description of potential applications for new or existing products.
- (d) Comparison with existing technologies/products on the market, potential advantages of the technology and the state of the art, etc.
- (e) Market description for each comparable or competitive product or application.
- (f) Description of the market structure.
- (g) List and importance of main competitors.
- (h) Identification of potentially receptive firms in Canada and the United States.
- (i) Market trends, including the technology's growth and life cycle.
- (j) Evaluation of the commercial potential of the technology/invention, including, but without being

limited to, communicating with key institutions in the invention's field of application.

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

Phase 2 – Validation

The main objective of phase 2 is to validate the interest of receptive firms identified in phase 1. This phase will include, without being limited to, the following tasks/steps:

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

Phase 3 – Brokering

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

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

Support for all other IMPTT tasks

This may include, without being limited to,

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



4. Reports/Deliverables

For each phase:

A final report (hard copy and electronic format) will be delivered to the technical authority. This report could be required in either official language, and it will include:

- Results and analyses
- One-page summary
- Bibliographical references

5. Language requirements

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

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

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

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

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

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

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



ANNEX “D”

SECURITY REQUIREMENTS CHECK LIST (SRCL)



Contract Number / Numéro du contrat 20160295
Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine ASC-CSA	2. Branch or Directorate / Direction générale ou Direction Sciences et technologies spatiales	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Etudes de commercialisation pour le transfert de technologies et conseils d'affaires.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
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 <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	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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PART A (continued) / PARTIE A (suite)	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ <input type="checkbox"/> TOP SECRET – SIGINT TRÈS SECRET – SIGINT <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> NATO SECRET NATO SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : _____	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui <input type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Anne-Marie Lan Phan	Title - Titre Chef, Gestion de la PI et TT	Signature 	
Telephone No. - N° de téléphone 450-926-5813	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel anne-marielan.phan@canada.ca	Date 21 juillet 2010
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Isabelle Bouctel	Title - Titre Agent PEA & ITAR	Signature 	
Telephone No. - N° de téléphone 450 926 7705	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel isabelle.bouctel@canada.ca	Date 2010/07/22
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / <input type="checkbox"/> Oui <input type="checkbox"/> Non / <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Isabelle Doray	Title - Titre Agent des Contrats	Signature 	
Telephone No. - N° de téléphone 450-926-4873	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2010/08/16
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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Canada



ANNEX E

PERFORMANCE EVALUATION FORM



Client Satisfaction Form

SO #:		Call-up #:	
SO Holder's Name:		Award Amt:	Award Date:
SO Holder's Address:		Final Amt:	End Date:
		Total Spent:	
Description of Work:		Amendment History:	
Client Department:			
Project Authority		Procurement Authority	
Name:		Name:	
Telephone #:		Telephone #:	
e-mail:		e-mail:	
<p>1. How do you rate the SO Holder's overall performance?</p> <p><input type="checkbox"/> below expectations <input type="checkbox"/> as expected <input type="checkbox"/> above expectations</p>			
<p>2. Resources</p> <p>a. Did the SO Holder provide the resources as identified in their Proposal? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Did the SO Holder's resources conduct their work in a professional manner? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c. Were replacement resources required? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>3. Replacement Resources</p> <p>a. Did the SO Holder's request to replace the resources immediately after Call-up Issuance? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>b. Did the Replacement Resources meet the requirements of the Occupational Category? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>c. How many times were the SO Holder's resources replaced? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>			
<p>4. Was the Call-up completed within the predetermined:</p> <p>a. Time Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Cost Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>5. Were the required Reports and Deliverables:</p> <p>a. In conformity with the Scope & Tasks of the SOW <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Received in the specified time frame? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>6. Contract Management</p> <p>a. Did the SO Holder deal with performance issues in a timely basis? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>b. Did the SO Holder submit the invoices in accordance with the Invoicing Instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c. Did the SO Holder submit the invoices in accordance with the Basis of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>d. Did the SO Holder submit the invoices in accordance with the Method of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>7. Remarks</p>			

ANNEX F

SAMPLE REFERENCE LETTERS



1. Reference letters – Commercial studies for new technologies

MANDATORY REQUIREMENT

This form must be completed and attached to the contractor's presentation. The form must be signed by a client from a public, parapublic, institutional, commercial or industrial field. Only one signed copy will be accepted.

The review of offers will be based on the following **MANDATORY** criterion:

- 1) Provide a total of two (2) letters of reference from separate clients for whom commercialization studies have been conducted on new technologies within the last five (5) years.

STANDARD CLAUSE

This is to confirm that _____ has carried out commercialization studies on new technologies. The work was performed to our satisfaction in accordance with the terms and conditions of the contract, the schedule and the budget adopted by mutual agreement.

Name (in block letters)	Title	Signature
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Name of the organization	Telephone	Date
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2. Reference letter – Provision of business advice

MANDATORY REQUIREMENT

This form must be completed and attached to the contractor's presentation. The form must be signed by a client from a public, parapublic, institutional, commercial or industrial field. Only one signed copy will be accepted.

The review of Offers will be based on the following **MANDATORY** criterion:

- 1) Provide a total of one (1) letter of reference from a client for whom business advice was provided within the last five (5) years.

STANDARD CLAUSE

This is to confirm that _____ has provided business advice. The work was provided to our satisfaction in accordance with the terms and conditions of the contract, the schedule and the budget adopted by mutual agreement.

Name (in block letters)	Title	Signature
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Name of the organization	Telephone	Date
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ANNEX G

INTEGRITY FORM

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



Dénomination complète de l'entreprise / Complete Legal Name of Company	
Adresse de l'entreprise / Company's address	
NEA de l'entreprise / Company's PBN number	
Numéro de l'appel d'offre / Request for proposal's number	
Membres du conseil d'administration (Utilisez le format – Prénom, Nom Board of Directors (Use format – First name, Last name	
1. Membre / Director	
2. Membre / Director	
3. Membre / Director	
4. Membre / Director	
5. Membre / Director	
6. Membre / Director	
7. Membre / Director	
8. Membre / Director	
9. Membre / Director	
10. Membre / Director	
Autres Membres / Other members:	
Commentaires / Comments	