



**REQUEST FOR STANDING OFFER  
DEMANDE D'OFFRE À COMMANDE**

**Bid Receiving:  
Réception de soumission :**

**Heritage Canada (acting as the bid receiving agent on behalf of Indigenous and Northern Affairs Canada)  
15 Eddy Street, 2nd Floor, Mailroom 2F1  
Gatineau, QC  
K1M 0M5**

**REQUEST FOR STANDING OFFERS  
DEMANDE D'OFFRES À COMMANDES**

**Proposal to DIAND:**

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux MAINC:**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, représentée par le Ministre des Affaires indiennes et du Nord, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

<b>Vendor/Firm - Fournisseur/de l'entrepreneur</b>	
Name - Nom	
Address - Adresse	
Telephone Number - Numéro de téléphone	
GST/HST Number - Numéro de la TPS/TVH	
QST Number - Numéro de la TVQ	

Title - Titre <b>LITIGATION ELECTRONIC PROCESSING SERVICES</b>	
Solicitation Number - Numéro de l'invitation <b>1000171188</b>	
Date (YYYYMMDD) - Date (AAAAMMJJ) <b>2016-02-12</b>	
Solicitation Closes - L'invitation prend fin At - À <b>14:00</b>	Time Zone - Fuseau horaire  <b>Eastern Daylight Time (EDT)</b>
On (YYYYMMDD) - Le (AAAAMMJJ) <b>2016-03-29</b>	
<b>Standing Offer Authority - L'autorité d'offre à commande</b>	
Name - Nom <b>Céline Viner</b>	
Telephone Number - Numéro de téléphone <b>819-994-7304</b>	
Facsimile Number - Numéro de télécopieur <b>819-953-7721</b>	
Email Address - Courriel <b>celine.viner@aadnc-aandc.gc.ca</b>	
Destination(s) of Services - Destination(s) des services <b>Canada</b>	
Security - Sécurité <b>THIS REQUEST INCLUDES SECURITY PROVISIONS</b>	
<b>Instructions:</b> See Herein - Voir aux présentes	
<b>Delivery Required - Livraison exigée :</b> See Herein - Voir aux présentes	
<b>Person Authorized to sign on behalf of Vendor Personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b>	
Name - Nom	
Title - Titre	

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**TITLE: LITIGATION ELECTRONIC PROCESSING SERVICES****PART 1 - GENERAL INFORMATION****1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirement Checklist and It Security Safeguard Requirements and the Independent Bid Determination.

**1.2 Summary**

The Litigation Management and Resolution Branch within the Department of Indian and Northern Affairs Canada is looking for the services of firms who provide litigation support services and eDiscovery services, through access to technology solutions that allow for the effective processing of large collections of electronic documents. This processing should include gathering / extraction of data; using technology solutions that can perform duplicate, near duplicate and email thread detection and predictive analytics on large unsorted collections of electronic documents where some collections are sized over one million documents; as well as relevance review and production in a Summation or Ringtail® compatible format of litigation-relevant electronically stored information (ESI).

This work requires an Offeror with a proven track record in the litigation technology field, knowledge of the litigation process, and extensive experience with large collections of hard copy and electronic evidence (Anticipated minimum volume is approximately 100 gigabytes (GB) of information to be processed per year). An advanced knowledge of Ringtail® litigation support software is an asset for this work.

Up to three (3) Standing Offer Awards will be offered, each valued at \$500,000.00.

The period for making call-ups against the Standing Offer will be from the date of the Standing Offer Agreement until March 31, 2018. If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4) one-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

- 1.2.1 As per the Integrity Provisions under section 01 of Standard Instructions [2006](#) and [2007](#), Offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.
- 1.2.2 "For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants."
- 1.2.3 "The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

### **1.3 Security Requirement**

"There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. For more information on personnel and organization security screening or security clauses, offerors should refer to the (Canadian Industrial Security Program) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website."

### **1.4 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors must make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person as determined by Canada.

### **1.5 Office of the Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise concerns regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. Additional information on the services of the OPO services is available at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

### **1.6 Greening Government Operations**

In April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Department of Indian Affairs and Northern Development (DIAND) procurements will be including more demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce their negative impact on the environment.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 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).

The 2006 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) "General Information", is amended as follows:

Delete: "One method of supply used by Public Works and Government Services Canada (PWGSC) to satisfy the requirements of departments and agencies is to arrange with suppliers to submit a standing offer to provide goods, services or both during a specified period. Specific departments and agencies are then authorized by PWGSC to make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide PWGSC with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by PWGSC of a Standing Offer and Call-up Authority to successful suppliers and to departments and agencies authorized to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. Departments and agencies may make one or several call-ups against a standing offer."

Insert: "One method of supply used by DIAND is to arrange with suppliers to submit a standing offer to provide goods and services or both during a specified period. Sections within DIAND can then make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide DIAND with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit DIAND to authorize the utilization of a standing

offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by DIAND of a Standing Offer and Call-up Authority to successful suppliers and to sections within the department to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. DIAND may make one or several call-ups against a standing offer."

- c) "Section 03 is amended as follows:

Delete: "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16"

- d) Section 05, Subsection 2 is amended as follows and renumbered accordingly:

Delete: d. "send its offer only to PWGSC Bid Receiving Unit specified on page 1 of the RFSO or to the address specified in the RFSO. The facsimile number and related instructions for offers transmitted by facsimile are provided in section 08";

Insert: d. send its offer only to the Bid Receiving Address specified on page 1 of the RFSO;

Delete: e. "ensure that the Offeror's name, return address, RFSO number, and RFSO closing date and time are clearly visible on the envelope or the parcel(s) containing the offer"

- e) Section 05, Subsection 4 is amended as follows:

Delete: 60 days

Insert: 180 days

- f) Section 08 is amended as follows:

Delete: Subsections 1 - 3

Insert: Due to the nature of the RFSO, offers transmitted by facsimile to DIAND will not be accepted.

- g) Section 12, Subsection 1 is amended as follows and renumbered accordingly:

Delete:

a. the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement;

b. an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an offer on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

- h) Section 17 is amended as follows:, Subsection 1 c) is revised as follows:

Delete.

1. “A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
3. The offer and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.”

Insert:

1. “A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
3. The offer and any resulting standing offer must be signed by all the members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily



liable for the performance of any contract resulting from a call-up against the standing offer.”

- i) Section 20 is amended as follows:

Delete: Subsection 2.

### 2.1.1 SACC Manual Clauses

M7035T (2013-07-10) List of Proposed Subcontractors  
 M3020T (2010-01-11) Status of Availability of Resources - Offer  
 M3021T (2012-07-16) Education and Experience  
 M3025T (2014-11-27) Former Public Servant – Competitive - Offer  
 M0019T (2007-05-25) Firm Price and/or Rates

## 2.2 Submission of Offers

- 2.2.1** Offers (and any amendments thereto) must be submitted only in hard copy or soft copy format (excluding Email) to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date, time and place indicated on page 1 of the RFSO document. DIAND will not assume responsibility for offers (and any amendments thereto) directed to any other locations. Offers submitted by any other means will not be accepted.

- 2.2.2** Due to enhanced security measures for visitors to the building, the Standing Offer Authority has made the necessary arrangements with the building security/Commissionaires to allow Offerors who choose to deliver their offers by hand, access to the Bid Receiving Address indicated on page 1 of the RFSO document during normal business hours (8:00 am to 4:00 pm).

### 2.2.3 Tender Envelope Submissions

Offerors must clearly identify on the envelope containing their offer, the following:

- RFSO Number: 1000171188
- Contracting Authority: Céline Viner
- **Closing Date:** March 29, 2016
- Offeror’s Name and Address
- *“Offer Documents Enclosed”*

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

### Definitions

For the purposes of this clause,

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

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

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

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

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

As per the above definitions, is the 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.

### **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;
- 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 - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

#### **2.5 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (4 hard copies and one (1) soft-copy) (in PDF format, on CD, DVD, or USB drive).

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should, when submitting hard copies:

- 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 color printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Offer**

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

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment".  
The total amount of Applicable Taxes must be shown separately.

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

#### **3.1.1 Offeror's Proposed Site(s) or Premises Requiring Safeguarding Measures**

**3.1.2** As indicated in Part 6 under Security Requirements, the Offeror must provide the full address(es) of the Offeror's and proposed individual(s) site(s) 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

**3.1.3** The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) 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.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

The Bidder must ensure that its Proposal provides sufficient evidence for the Evaluation Committee to assess the compliance of the Proposal with the criteria listed in this RFSO. It is the sole responsibility of the Bidder to provide the applicable information within its Proposal to enable the Evaluation Committee to complete its evaluation.

The Bidder must include, in its proposal, any reference material it wishes to be considered for evaluation. Any material or documents outside the Proposal will not be considered (for example, should the Bidder wish to provide screen shots of its website or product, etc. for evaluation, copies or printouts of website or product material must be included within the Proposal). URL links to the Bidder's website will not be considered by the Evaluation Committee. The Evaluation Committee will not take into account any prior knowledge of experience with the Bidder.

Submission of Only One Bid from a Bidding Group:

- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, including as part of a joint venture, Canada will set aside all bids received from members of that bidding group.
- ii. For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
  - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
  - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

#### 4.1.2 Definitions

The following definitions apply to the Criteria, below:

"Must" refers to a requirement. Failure on the part of the Bidder to provide the information or demonstrate it meets a requirement expressed by "must" within its Proposal will result in the Proposal being deemed non-compliant and no further consideration given.

“Should” refers to a desired element. Failure on the part of the Bidder to provide the information requested by “should” within its Proposal or to demonstrate that it meets the element expressed by “should” may result in the Bidder receiving less than full points on any Point-Rated Criteria. Bidders are encouraged to address all elements expressed by “should”.

**4.1.3 Technical Evaluation**

**4.1.3.1 Mandatory Technical Criteria**

The Mandatory Criteria listed below will be evaluated on a simple Pass/Fail (i.e. responsive/non-responsive (compliant/non-compliant) basis. Offers which fail to meet one of the Mandatory Criteria will be deemed non-responsive and given no further consideration.

Offers must demonstrate compliance with all of the Mandatory Requirements and must provide the necessary documentation to support compliance.

Mandatory Criterion	Offer Ref. Page #	Reserved for DIAND	
		Pass	Fail
<p><b>M1 Corporate Profile</b></p> <p>The Offeror <b>must</b> provide a Corporate Profile and in it describe their experience and demonstrate that the firm has been in business for a minimum two (2) years providing professional services as outlined in the Statement of Work (Annex A).</p> <p>The Offeror must include a list of the software licences owned by the firm that can provide the requirements of the SOW. This list must be included in the Corporate Profile</p> <p>The list must include which software licences can perform this work on French and English documents.</p>			
Mandatory Criterion	Offer Ref. Page #	Reserved for DIAND	
		Pass	Fail
<p><b>M2 Proposed Resource</b></p> <p>The Offeror <b>must</b> provide the CV of at least one (1) proposed resource who has at least one (1) year of Project Management experience.</p>			

Mandatory Criterion	Offer Ref. Page #	Reserved for DIAND	
		Pass	Fail
<p><b>M3 Project References</b></p> <p>The Offeror <b>must</b> provide three (3) project references describing current or previous experience in successfully providing litigation support services. These projects must have occurred in the past five (5) years. These project references <b>must</b> be provided in the form of a signed reference letter.</p> <p>To expedite bid review, project references must not exceed 1000 words.</p> <p>At least <b>two (2)</b> of the projects provided must have been managed by the resource proposed in response to Mandatory Criterion M2.</p> <p><b>Each Project must include:</b></p> <p>The following tasks must be addressed across the 3 project references. (as outlined in the SOW, Part B 1,3,5,7,8):</p> <ul style="list-style-type: none"> <li>a) Conversion of Electronically stored information (ESI)</li> <li>b) Logging of duplicate files and exact and near deduplication</li> <li>c) E-mail threading</li> <li>d) Removal of files from document sets that are known to belong to certain software (deNISTing)</li> </ul> <p><b>Each Project Reference Letter must include:</b></p> <ul style="list-style-type: none"> <li>- Confirmation that for each project reference, the Offeror <b>must</b> have acted as a prime contractor.</li> <li>- The duration of each contract</li> <li>- The name of the client organization and their contact information for whom the services were provided must be included. DIAND may contact the referenced client project /technical Authority to verify the accuracy of information provided within each Project Letter Reference and the extent to which the litigation support services were provided on time, on budget and in direct response to the established project objectives.</li> </ul>			

**4.1.3.2 Point-Rated Technical Criteria**

Offers meeting all mandatory technical criteria will be evaluated and point rated against the following point rated technical criteria.

For each sub-criteria (a-d) in R1, a minimum score must be achieved in order for the proposal to be considered for further evaluation.



Offers that fail to meet the minimum required score in sub-criteria a-d will be deemed non-responsive and given no further consideration.

Offeror Point-Rated Criterion	Max. Points	Minimum score required	Section/Page in Offeror's Proposal	Offeror's score
<p><b>R1. Offeror Project References</b>            Each of the three (3) <b>project</b> references submitted in response to Mandatory Requirement M3 will be evaluated on the basis of the cited project's relevance and similarity to DIAND's requirements, as defined in the SOW, for litigation support services. Offerors can receive up to fifteen (15) <b>points per project</b> to a maximum of up to <b>forty five (45) points</b> in total, based on the factors below. Proposals not meeting the minimum score required under sub-criteria a, b, c and d will be declared non-responsive and will be given no further consideration.</p>				
a. The project manager's contributions and extent of involvement in the project; up to three (3) points per project, maximum of nine (9) points	9	5		
b. The extent to which the litigation support services were provided on time, on budget and in direct response to the established project objectives; up to three (3) points per project, maximum of nine (9) points	9	5		
c. The scale, size, duration and scope of services provided (including, if applicable, the volume and types of data processed), and its relevance to DIAND's requirements for litigation support services in the SOW; up to three (3) points per project, maximum of nine (9) points.	9	5		
d. 1 point for experience addressing DIAND's requirements (as listed below). Up to six (6) points per project; maximum of eighteen (18) points. <ul style="list-style-type: none"> <li>i. Discerning ESI file type</li> <li>ii. Use of physical and data security procedures</li> <li>iii. Manual processing and conversion attempts on specific material</li> <li>iv. Password cracking for protected native files</li> <li>v. Use of automated processes to convert identified/isolated subsets of processed ESI to digital images</li> <li>vi. Retention of identified/isolated subsets of pre-processed ESI in native or near-native file formats.</li> <li>vii. Extraction and generation full-text content for textual and graphical ESI files, and format full-text content files for use with Ringtail®</li> <li>viii. full-text content and transcription services in English and/or French</li> </ul>	18	4		

Offeror Point-Rated Criterion	Max. Points	Minimum score required	Section/Page in Offeror's Proposal	Offeror's score
<p><b>R1. Offeror Project References</b>            Each of the three (3) project references submitted in response to Mandatory Requirement M3 will be evaluated on the basis of the cited project's relevance and similarity to DIAND's requirements, as defined in the SOW, for litigation support services. Offerors can receive up to fifteen (15) points per project to a maximum of up to forty five (45) points in total, based on the factors below. Proposals not meeting the minimum score required under sub-criteria a, b, c and d will be declared non-responsive and will be given no further consideration.</p>				
<p><i>The following rating scale will be used to evaluate each Resource project summary on the basis of factors 'a' through c':</i></p> <p><b>Excellent</b> = project summary provided demonstrates extensive relevance and similarity to DIAND's requirements = 3/3 points  <b>Good</b> = project summary provided demonstrates acceptable relevance and similarity to DIAND's requirements = or 2/3 points  <b>Poor</b> = project summary provided demonstrates minimal relevance and similarity to DIAND's requirements = 1/3 points  <b>Not Addressed / Unsatisfactory</b> = project summary provided does not demonstrate relevance and similarity to DIAND's requirements in any of the areas = 0 points</p>				
<b>MAXIMUM AVAILABLE POINTS</b>		<b>45</b>		

Offeror Point-Rated Criterion	Max. Points	Section/Page in Offeror's Proposal	Offeror's score
<p><b>R2. Technical Capacity</b>            The Offeror will be evaluated based on their ability to process .MLM files            A maximum of ten (10) points is available</p>			
<p>Bidders should provide a description of their process and capability of their software and resources to handle .MLM files. The Offeror will be evaluated based on the following criteria:</p> <ul style="list-style-type: none"> <li>• Description of software tools the bidder would use to process .MLM files, including details on conversion methods and error management. Up to four (4) points</li> <li>• Demonstrate a clear and concise approach to processing .MLM files including conversion methods and details on how errors would be addressed. Up to four (4) points</li> <li>• Description of past experience handling .MLM files, including details on how errors were corrected and how the documents were converted and included in the larger collection. Up to two (2) points</li> </ul>	10		

*The following rating scale will be used to evaluate Offeror technical capacity*

**Excellent** – The response is complete in that it fully addresses all of the factors and provides exceptionally relevant supporting detail with significant depth and understanding. The language and writing was clear and comprehensible = 4/4 or 2/2

**Good** – The response is complete in that it clearly addresses all of the factors and provides some relevant supporting detail with some depth and understanding. The language and writing was acceptable, and may have lacked in some degree of clarity or comprehensibility = 3/4 or 1.5/2

**Satisfactory** – The response is complete in that it clearly addresses most factors in some detail while providing some supporting detail and some degree of depth, showing some understanding. The language and writing was average, and lacked a degree of clarity or comprehensibility = 2/4 or 1/2

**Minimal** – The response is not complete in that it fails to fully address some of the factors, and lacks depth and understanding; it is not clear or is incomplete = 1/4 or 0.5/2

**Not indicated / Unsatisfactory** - No response was received, or the response does not address any of the considerations in the factor = 0/4 or 0/2

<b>MAXIMUM AVAILABLE POINTS</b>	<b>10</b>		
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Offeror Point-Rated Criterion	Max. Points	Section/Page in Offeror's Proposal	Offeror's score
<b>R3. Proposed Resources</b>			
The Offeror will be evaluated based on the qualification of its proposed resources. <b>Fifteen (15) points per proposed resource, Up to a maximum of thirty (30) points,</b>			
Bidders will receive points for each proposed resource up to a maximum of two (2) resources (up to fifteen (15) points per resource). Resources will be evaluated based on the following criteria and points will be awarded based on: <ul style="list-style-type: none"> <li>• Years of project management experience (two (2) points per year of experience, up to ten (10) points) (in addition to the mandatory requirements in M2)</li> <li>• Years of experience managing litigation support services based projects (one (1) point per year up to five (5) points)</li> </ul>	30		
<b>MAXIMUM AVAILABLE POINTS</b>	<b>30</b>		

Offeror Point-Rated Criterion	Max. Points	Section/Page in Offeror's Proposal	Offeror's score
<b>R4. Service Delivery Capacities</b>			
<b>Five (5) points</b> will be awarded to the Offeror if they can demonstrate their experience in providing litigation support services directly in the National Capital Region (NCR) or the Calgary Metropolitan Area.			
Five (5) points for outlining experience in delivering litigation support services directly in the National Capital Region (NCR) or the Calgary Metropolitan Area. This can be demonstrated by providing a summary of experience or a written strategy on how the bidder will provide services in one of the regions (NCR or Calgary Metropolitan Area) <i>Note: Offerors demonstrating this criterion will be awarded all five (5) points. Those who do not demonstrate the criterion will receive zero (0) points. The purpose of this section R3 is to ascertain the methods that the Offeror will use to facilitate service delivery to the Project Authority</i>	5		
<b>MAXIMUM AVAILABLE POINTS</b>	<b>5</b>		
Offeror Point-Rated Criterion	Max. Points	Section/Page in Offeror's Proposal	Offeror's score
<b>R5. Offer Quality</b>			
Up to a maximum of four <b>(4) points</b> will be awarded for presenting proposals in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFSO, as evidenced by the following factors:			
<p>a) Organizing the proposal to match the order and sequence of the Mandatory Requirements and Point-Rated Criteria in the RFSO and limiting proposal content to information requested (1 point);</p> <p>b) Information in projects, CVs, or elsewhere in the proposal that is specifically relevant to an evaluation factor or minimum qualifications is highlighted. This includes, for example, resource experience in CVs, work summary details, etc. (one (1) point);</p> <p>c) Any cross-references within the proposal for highlighted information are easily identified and clearly found. For example, where the Bidder includes a table saying "evidence of R2 factor a) is on page 23," the information is found on page numbered 23, and is highlighted in a way that brings the evaluators' attention to the information (such as with a heading) (one (1) point).</p> <p>d) Overall quality and organization of the proposal as it relates to professional presentation of information and ease-of-use (one (1) point).</p>	4		
<b>TECHNICAL MAXIMUM AVAILABLE POINTS</b>	<b>94</b>		
<b>PROPOSAL TECHNICAL SCORE R1+R2+R3+R4 +R5</b>			

#### 4.1.4 Financial Evaluation

All of the information required in this section **MUST** appear in the Offeror's Financial Offer ONLY. The Offeror's Financial Offer **MUST** be submitted in a separate envelope, separate from the Offeror's Technical Offer. The Offeror's failure to comply with this condition will result in the Offeror's Offer being declared non-compliant and being given no further consideration.

Failure on the part of the Offeror to provide the information required within the Financial Offer Tables below will result in DIAND deeming the Offeror's Offer to be non-compliant, with the Offer being given no further consideration by DIAND.

All fixed, all-inclusive per diem rates and prices must include all payroll, overhead costs and profits to complete the work. The Contractor will be reimbursed in accordance with the quoted per diem rates and price for all work conducted, and will not be paid an overtime rate for any work under any resultant call-up(s).

Rates should not include such things as travel and administrative expenses or GST/HST.

Per Diem rates shall be based on 7.5 hour days.

<u>SERVICE CATEGORY</u>	<u>FIXED, ALL-INCLUSIVE PER DIEM RATE (CAD) – SOA AWARD TO MARCH 31, 2018</u> <u>A</u>	<u>OPTION YEAR 1 APRIL 1, 2018 TO MARCH 31, 2019</u> <u>B</u>	<u>OPTION YEAR 2 APRIL 1, 2019 TO MARCH 31, 2020</u> <u>C</u>	<u>OPTION YEAR 3 APRIL 1, 2020 TO MARCH 31, 2021</u> <u>D</u>	<u>OPTION YEAR 4 APRIL 1, 2021 TO MARCH 31, 2022</u> <u>E</u>	<u>AVERAGED AMOUNT (A+B+C+D+E = F / 5)</u> <u>F</u>
Project Management – As described in Part A, Annex A, Statement of Work	\$	\$	\$	\$	\$	\$
Electronic Document Processing / e-Discovery – As described in Parts B and C, Annex A, Statement of Work	\$ /GB	\$ /GB	\$ /GB	\$ /GB	\$ /GB	\$ /GB

<b>AVERAGED AMOUNTS (F) = (Project Management) + (Electronic Document Processing)</b>	\$
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**4.1.4.1 RATES FOR OPTIONAL SERVICE CATEGORY – ADDITIONAL PROCESSING SERVICES**

In addition to the above, if the Contractor included the provision of Additional Processing Services as described in Section C of the Statement of Work (Annex A), the Contractor should include a fixed, all-inclusive per diem rate for this service, as accepted by DIAND.

Bidder should provide per-diem rates even if not proposed at this time. For the Optional Service Category, if no per-diem rates are provided at bid closing, the SOA holder will not be eligible to provide the services at a later date.

<u>SERVICE CATEGORY</u>	<u>FIXED, ALL-INCLUSIVE PER DIEM RATE (CAD) – SOA AWARD TO MARCH 31, 2018</u>	<u>OPTION YEAR 1 APRIL 1, 2018 TO MARCH 31, 2019</u>	<u>OPTION YEAR 2 APRIL 1, 2019 TO MARCH 31, 2020</u>	<u>OPTION YEAR 3 APRIL 1, 2020 TO MARCH 31, 2021</u>	<u>OPTION YEAR 4 APRIL 1, 2021 TO MARCH 31, 2022</u>
<b>Additional Processing Services – As described in Part C, Annex A, Statement of Work</b>	\$	\$	\$	\$	\$

**The rates for the optional work will NOT be included in the overall financial evaluation**

#### 4.2 Basis of Selection – Highest combined Technical and Financial

To be declared responsible, a bid must:

1. Comply with all requirements of the bid solicitation
2. Meet the mandatory technical evaluation criteria; and
3. Obtain the required minimum pass-mark in R1 sub-criteria a, b, c or d.
4. Bids not meeting 1, 2 or 3 will be declared non-responsive.

Standing Offers will be awarded based on a determination of **Best Value** taking into account both the technical merit of the Offers and the Financial Evaluation. Best Value is defined as the **Highest Total Score**.

A weighting has been established by DIAND wherein the Bidder's **Technical Score** as derived from the Point-Rated Criteria will be valued at **70%** of the Bidder's Total Score, and the Bidder's **Financial Score** will be valued at **30%** of the total score.

<u>Bidder's Technical Score</u>	x 70=	Prorated Technical Score
Total Available Points		
<u>Lowest Averaged Rate</u>	x 30 =	Financial Score
Bidder's Averaged Rate		
<b>Total Score</b>	=	/100

Offerors will be ranked in order from highest to lowest Total Score. Up to three (3) Standing Offer Awards will be offered, each valued at \$500,000.00.

In the event of more than one (1) Offeror has the same Total Score; the Offeror with the Highest Technical Score will be ranked higher.

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required Precedent to Issuance of a Standing Offer and Certifications Required with the Offer**

#### **5.1.1 Certifications Required Precedent to Issuance of a Standing Offer**

##### **5.1.1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

##### **5.1.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

##### **5.1.1.3 Status and Availability of Resources**

The Offeror certifies that, should it be issued a Standing Offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.



If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

#### **5.1.1.4 Education and Experience**

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

#### **5.1.1.5 Certifications Required with the Offer**

**Offerors must submit the following duly completed certifications with their offer:**

Certificate of Independent Bid Determination attached hereto as Annex D.

**PART 6 - SECURITY****6.1. Security Requirement**

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Standing Offer Arrangement requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.
2. Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
3. The Contractor and their personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization's premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.
5. The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List and IT Security Safeguard Requirements (attached hereto as Annex C); and
  - b. Policy Government Security (Latest Edition)
6. ***For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:***  
In order to demonstrate compliance with this requirement, and , for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder's proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:
  - a. Name of Company, Address and Phone Number;
  - b. Company Security Officer Name and Telephone Number;
  - c. Security Screening or Clearance Certificate Number;
  - d. Level of GoC Security Screening or Clearance;
  - e. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
  - f. Effective Date of Screening or Clearance.

***For Contractors and Proposed Resources Not Currently In Possession of a Valid Government of Canada Security Screening, at a Minimum Level of Reliability:*** At the time of proposal submission, Bidders **MUST** complete and submit the following certification:

<b>CERTIFICATION</b>
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<p>If successful, as a duly authorized representative of (Enter Firm/Contractor Name) I do hereby certify that (Enter Firm/Contractor Name) and all proposed resources that are currently not in possession of a valid Government of Canada Security Screening at the minimum level of <b>Reliability Status</b> agree to be sponsored by the Department to obtain</p>
--

the required Security Screening prior to providing services under any resulting contract.

\_\_\_\_\_  
Name of Duly Authorized Representative

(Print)

\_\_\_\_\_  
Signature of Duly Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Prior to commencing work under the call-up, for those Contractor resources **not** currently in possession of a valid Government of Canada Security Screening, the Department will require said company/resources to undergo the security screening process for the purposes of obtaining a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status through** the Canadian Industrial Security Directorate of Public Works and Government Services Canada.

This procedure is in accordance with the Departmental and *Policy on Government Security* (TBS July. 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Reliability Status** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. AANDC respects the privacy of Canadians, the information on this form is required for the purpose of providing security screening assessments. It is collected under the authority of the Policy Government Security and is protected by the provisions of the Privacy Act in institutions which are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to perform the contract work that is associated with this Personnel Screening Request. Failure on the part of the Bidder's resources to comply with these requirements will result in those resources being deemed non-compliant, with no further consideration given. Non-compliant resources will be deemed ineligible to complete any work associated with this contract.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### 7.2 Security Requirement

7.2.1 The following security requirement (SRCL and related clauses) applies and forms part of the Standing Offer.

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 1000171188**

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, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its **Information Technology** systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B (including an IT Link at the level of B)**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex \_\_\_\_\_;
  - (b) Industrial Security Manual (Latest Edition)

#### 7.2.2 Offeror's Site or Premises Requiring Safeguard Measures

The Offeror must diligently maintain up-to-date, the information related to the Offeror's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

7.2.3 The Company Security Officer (CSO) must ensure through the **Industrial Security Program (ISP)** that the Offeror and individual(s) hold a valid security clearance at the required level.

### 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

#### 7.3.1 General Conditions

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) Section 1, is amended as follows:

Delete: "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users" .

Insert: "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer.
- c) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 3.
- d) Section 5 is amended as follows:

Delete: "If applicable, Identified Users will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up."

Insert: "Identified Users will use the call-up procedures and call-up form specified in the Standing Offer to order services".

### 7.4 Term of Standing Offer

#### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer will be from award until March 31, 2018.

#### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4) one-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

**The Standing Offer Authority is: (to be identified at SOA award)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department of Indian Affairs and Northern Development

Directorate: Materiel and Assets Management Directorate

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

E-mail address: \_\_\_\_\_

The Standing Offer Authority is responsible for the establishment of the Standing Offer and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he/she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer. The Standing Offer Authority may also authorize a representative to act on his/her behalf as Standing Offer Authority or Contracting Authority.

#### **7.5.2 Standing Offer Authority (to be identified at SOA award)**

The Standing Offer Authority is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department of Indian Affairs and Northern Development

Directorate:

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

E-mail address: \_\_\_\_\_

The Standing Offer Authority is the individual responsible for requesting the establishment of the Standing Offer and for its administration. All requests to issue call-ups against the Standing Offer must be approved by the Standing Offer Authority.

### 7.5.3 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.5.4 Offeror's Representative (to be identified at SOA award)

## 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 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any employee of the Department of Indian Affairs and Northern Development Canada.

## 7.8 Number of Standing Offers

A maximum of up to three (3) Standing Offers will be awarded.

## 7.9 Call-up Allocation and Procedures

### 7.9.1 Call-up Allocation

- 7.9.1.1 For Call-ups against a Standing Offer valued at \$25,000 or less (applicable taxes included) the Standing Offer Authority will select the Offeror that best meets their needs.
- 7.9.1.2 For Call-ups against a Standing Offer valued in excess of \$25,000 (applicable taxes included), the Standing Offer Authority will issue Call-ups on a rotational basis, the first to the highest ranked Offeror, the second to the second ranked, the third to the third ranked, and so on until the limitation of expenditure of each Standing Offer is reached.
- 7.9.1.3 Should an Offeror be unable to meet the requirement, the next ranked Offeror will be approached. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.
- 7.9.1.4 Although the pre-established list of Offerors will be used to determine the basic order for the rotation, an Offeror may be passed over based on any conflicts of interest with the Offeror as they pertain to the subject matter of the Call-up, the Offeror's self identified capability to process the required electronically stored information (ESI) file types required as part of the Call-up, or the Offeror's self identified ability to provide on-site services (if required).
- 7.9.1.5 If the Offeror is passed over (i.e. not approached for a new call-up when it is their turn in the rotation) due to the scope of the call-up requirements (e.g. the

new call-up logically follow-on to a previous or ongoing call-up with another Offeror, a requirement for onsite services in a region in which the Offeror does not deliver onsite services, the requirement to process specific ESI file types that the Offeror is not capable of performing), then this Offeror will be considered for the next call-up opportunity.

## **7.9.2 Call-up Procedures**

- 7.9.2.1** Offerors will be contacted directly as described in 7.9.1.1 or on a rotational basis as described in 7.9.1.2 above.
- 7.9.2.2** The Standing Offer Authority or the Project Authority (as applicable) will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.
- 7.9.2.3** The Offeror will prepare and submit a proposal for the Work as required by the Standing Offer Authority or the Project Authority (as applicable). The proposal shall include a cost quotation established by utilizing the applicable rates as shown in the Basis of Payment, Annex "B", a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details. The proposal must be submitted to the Standing Offer Authority or the Project Authority (as applicable) within three (3) business days of receiving the request.
- 7.9.2.4** Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.9.2.3 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority or the Project Authority (as applicable) will send the request to the next best suited Offeror (requirements valued at \$25,000 or less - applicable taxes included) or, the next Offeror in the rotation (requirements valued in excess of \$25,000 - applicable taxes included). This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.
- 7.9.2.5** The Standing Offer Authority and the Project Authority reserve the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Standing Offer Authority or the Project Authority (as applicable) reserves the right to go to the next Offeror in the rotation.
- 7.9.2.6** Upon acceptance by the Project Authority of the Offerors proposal for the services, the Offeror will be authorized by the Standing Offer Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- 7.9.2.7** The Offeror must not commence Work until the Call-up against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.



## 7.10 Call-up Instrument

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

## 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 Call-up against the Standing Offer, including any Annexes;
- b) The articles of the Standing Offer;
- c) The General Conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) The Supplemental General Conditions :4007; (2010-08-16) Canada to own Intellectual Property right in foreground information)
- e) The General Conditions 2010B (2015-09-03), General Conditions – Professional Services – Medium Complexity
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List and IT Security Safeguard Requirements;
- i) The Offeror's offer dated \_\_\_\_\_ **(to be identified at SOA award)**

## 7.12 Certifications

### 7.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 7.13 SACC Manual Clauses

M3020C (2011-05-16) Status and Availability of Resources, applies to and forms part of the Standing Offer.

M3021T (2012-07-16) Education and Experience, applies to and forms part of the Standing Offer.

## 7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 – Standard Clauses and Conditions
- c) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

- d) Section 10, Subsection 2 , paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)".

Insert: "the project title, Standing Offer and Call-up number, the date, Procurement Business Number (PBN), deliverable/description of the Work, evidence of actual costs (cost reimbursable elements) and timesheets (if payment is based on hourly or per diem rates).

#### **7.2.2 Supplemental General Conditions**

**7.2.2.1** 4007 (2010-08-16) - Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

##### **7.2.2.2 2010B 35 (2015-04-01) Indemnification**

The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever

made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

### **7.3. Term of Contract**

#### **7.3.1 Period of the Contract**

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

### **7.4. 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.

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

One of the following Basis of Payment will form part of the resulting Call-up:

##### **7.5.1.1 Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "B", "Basis of Payment", Customs duties are included, and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

##### **7.5.1.2. Ceiling Price**

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the call-up, to the ceiling price specified in the call-up, which will be established in accordance with Annex "B", Basis of Payment. Customs duties are included, and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment specified in the call-up.

##### **7.5.1.3 Limitation of Expenditure**

1. The Contractor will be paid for Work performed pursuant to each approved call-up, in accordance with Annex "B", Basis of Payment. Canada's total liability to the Contractor under the Call-up must not exceed the Total Price specified in the Call-up.
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:

- 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.
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.

#### **7.5.1.4 Other Direct Expenses**

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated Cost: \$ \_\_\_\_\_.

#### **7.5.2 Method of Payment**

One of the following methods of payment will form part of the resulting Call-up:

##### **7.5.2.1 Single Payment (For All Basis of Payments Options)**

Canada will pay the Contractor upon completion and delivery of the Work described in ANNEX "A" and in accordance with the payment provisions of the Contract if:

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

##### **7.5.2.2 Monthly Payments (For Ceiling Price or Limitation of Expenditure)**

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

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

- c) the Work performed has been accepted by Canada.

#### 7.5.2.3 Milestone Payments (For Firm Price Basis of Payment)

1. Milestone payments will be made in accordance with the Schedule of Milestone attached to the call up, upon the following terms and conditions:
  - a) invoices must be submitted to Canada in accordance with the instructions specified herein;
  - b) the invoice is approved by the Project Authority; and
  - c) all the Work required for the milestone claimed has been received and accepted by the Project Authority.
2. The balance of the amount payable will be paid following:
  - a) delivery and acceptance of the Work; and
  - b) the approval of the final invoice by the Project Authority

#### 7.5.2.4 Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the call-up, no more than once a month, for cost incurred in the performance of the Work, up to \_\_\_\_\_ percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form **INTER-10-671E** (<http://www.aadnc-aandc.gc.ca/eng/1424900123351/1424900152662>), Claim for Progress Payment, and any other document required by the call-up have been submitted in accordance with the invoicing instructions provided in the call-up;
  - b. the amount claimed is in accordance with the basis of payment;
  - c. the total amount for all progress payments paid by Canada does not exceed \_\_\_\_\_ percent of the total amount to be paid under the call-up;
  - d. all certificates appearing on form **INTER-10-671E** have been signed by the respective authorized representatives.
2. \_\_\_\_\_ *(insert one of the options provided under the Remarks section above.)*
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the call-up from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

#### 7.5.3 Electronic Payment

Canada is phasing out cheques in favor of direct deposit by April 1, 2016. Therefore, all Canadians and Canadian businesses are encouraged to register for direct deposit as soon as possible to not miss the deadline. The electronic transfer allows Canada's payments to be deposited directly into a contractor's bank account. The Contractor is encouraged to register for

[Electronic Direct Payment](http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435) (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>) and to provide its account information upon request.

#### 7.5.4 Invoicing Instructions

One of the following invoicing instructions will form part of the resulting Contract:

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 7.2.1 c) and d) of this contract. 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;

Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

**OR**

1. The Contractor must submit a claim for payment using form [INTER-10-671E](#) (<http://www.aadnc-aandc.gc.ca/eng/1424900123351/1424900152662>), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [INTER-10-671E](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions and under subsection 7.2.1 c) and d) of this contract;
- c. a list of all expenses;
- d. expenditures plus pro-rated profit or fee;
- e. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- c. a copy of the monthly progress report.

2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one (1) copy of the claim on form INTER-10-671E, and forward it to the address shown on page 1 of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the claim to Cost Center Manager for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

**OR**

1. The Contractor must submit a claim for payment using form INTER-10-671E (<http://www.aadnc-aandc.gc.ca/eng/1424900123351/1424900152662>), Claim for Progress Payment.

Each claim must show:

- a. all information required on form INTER-10-671E;
  - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions and under subsection 7.2.1 c) and d) of this contract;
  - c. a list of all expenses;
  - d. expenditures plus pro-rated profit or fee;
  - e. the description and value of the milestone claimed as detailed in the Contract.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
  3. The Contractor must prepare and certify one (1) copy of the claim on form INTER-10-671E, and forward it the address shown on page 1 of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the claim to their Cost Center Manager for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

## **7.6 Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 7.7 Official Languages

Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.

## 7.8 Joint Venture

7.8.1 The joint venture (the "Joint Venture") is comprised of the following members:

[List Joint Venture members]

7.8.2 \_\_\_\_\_ has been appointed as the "**Lead Member**" of the Joint Venture and has full authority to act as agent for each member of the Joint Venture with respect to all matters relating to this Contract;

7.8.3 By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;

7.8.4 The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;

7.8.5 Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and

7.8.6 All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

## 7.9 T1204 - Direct Request By Department

7.9.1 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5<sup>th</sup> Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

7.9.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

## 7.10 SACC Manual Clauses

### D5328C (2014-06-26) Inspection and Acceptance

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



**ANNEX "A"**  
**STATEMENT OF WORK**

**SW1 Title**

Litigation Electronic Processing Services

**SW2 Background**

Department of Indian Affairs and Northern Development (DIAND) has the primary, but not exclusive, responsibility for meeting the federal government's constitutional, treaty, political, and legal responsibilities to Aboriginal peoples and Northerners. Under this mandate the department is responsible for the planning, design, implementation and assessment of policies and the delivery of a variety of programs and services to Indigenous and Northern peoples and communities.

DIAND is engaged in litigation which involves the production of information stored in a variety of electronic systems and repositories, including an RDIMS (Records Documents and Information Management System), e-mail (Groupwise and Microsoft Outlook), shared drives, hard drives and databases, located in its headquarters in the National Capital Region and in regional offices. DIAND's litigation is managed through the Litigation Management and Resolution Branch (LMRB) offices in Vancouver, British Columbia, Calgary, Alberta, and Gatineau, Quebec.

The Litigation Management and Resolution Branch (LMRB) manages a large inventory of litigation cases. Many of these cases can involve large volumes of electronic material, in particular email.

**SW3 Business and Technical Environment**

**Part A - As and when required basis**

In the provision of service to DIAND, the Contractor shall, on an "as and when required basis" and as described in any Call-up against a Standing Offer form issued by DIAND, provide (to the satisfaction of the DIAND Project Authority) Litigation Electronic Processing services.

**Part B - Technical Environment**

- 1) It is the responsibility of the Contractor to ensure that all written deliverables and services provided are in conformance with DIAND's standard desktop operating software, currently, Microsoft Office Suite (including Word, Excel, and PowerPoint).
- 2) All deliverables and services provided by the Contractor shall become integrated within DIAND's technical and operational environment.
- 3) When working on-site at DIAND, the Contractor Resource(s) will be provided with access to workstations with the following software sets:
  - a. Windows 7 Enterprise;
  - b. MS Office Suite;
  - c. Novell GroupWise and Microsoft Outlook;
  - d. CIDM (DIAND's RDIMS implementation).
- 4) All technical and/or research documentation gathered or produced during the course of work shall be stored in DIAND's CIDM repository (DIAND's RDIMS implementation).

**SW4 SCOPE OF WORK AND SERVICES REQUIRED**

The sections below describe what is required for evidence conversion services, quality assurance, project management, reporting and deliverables.

## ANNEX "A" STATEMENT OF WORK

This Statement of Work is divided into six parts:

- (A) Project Management
- (B) Conversion of Electronically Stored Information (ESI)
- (C) Additional Processing Services
- (D) Deliverables
- (E) Quality Assurance, Security, and Data Management
- (F) Monitoring Conflicts of Interest

### **Part A - Project Management**

The following activities reflect ongoing project management activities required in supporting **Litigation Electronic Processing services** activities:

1. Planning and coordinating project management activities including financial, planning and contracting aspects;
2. Giving briefings on progress and concerns of project;
3. Coordinating and preparing documentation in response to scheduled and unscheduled reports, returns and observations to update management on project progress;
4. Planning and coordinating the activities of project personnel, internal customers, contractors and other support providers;
5. Producing draft plans;
6. Defining and documenting development team objectives;
7. Planning, directing and controlling the activities of the Contractor's project team within scheduled time and cost parameters;
8. Reporting progress of the project on an ongoing basis and at scheduled points in the life cycle;
9. Meeting with stakeholders and other project managers and stating problems in a form capable of being solved;
10. Formulating and managing project plans by defining deliverables, identifying key milestones, reviewing project progress, and engaging in ongoing risk management;
11. Coordinating and directing project team(s) in order to meet project objectives for content, quality, costs, and schedules;
12. Conducting post project reviews / lessons learned;
13. Coordinating, drafting and preparing formal project documents and reports for signature; and
14. In case of concurrent or subsequent Call-ups (within a 9 month window of one another) for processing of Hard Copy Records (HCR) and/or ESI for the same litigation matter, the Offeror must work pro-actively with DIAND to ensure that project parameters respect one another and remain consistent.
15. The Offeror must correspond and/or meet with DIAND representatives to review and confirm specific call-up requirements (scope, confirmation of processes and standards to be applied, schedules, reporting, deliverables, security considerations, etc.).
16. The Offeror must notify DIAND in writing of any anticipated difficulties complying with the project delivery schedule, or whenever there are actual or potential situations threatening to delay the completion of the project. Notification to DIAND must include pertinent information describing any scheduling challenges. Information of this nature shall not be construed as a waiver by DIAND of any delivery schedule or date, or any rights or remedies provided by law or under this Standing Offer.

**ANNEX "A"**  
**STATEMENT OF WORK**

**Part B - Conversion of Electronically Stored Information (ESI)**

1. When required, Offerors **must** provide services for processing and Conversion of Electronically Stored information (ESI) Comprehensive Integrated Document Management (CIDM) & PST file format, Outlook and Groupwise e-mail etc.). Call-ups will require different combinations of the services that might include developing project specific instructions for ESI inventory, preparation, initial processing, processing, coding, exception handling, process and quality control, and particular requirements will be specified in the Call-up.
2. The scope of some call-ups may include conditional work for additional services that can only be more fully defined once the initial ingestion/processing is complete, which would lead to a potential call-up amendment once the project authority makes further decisions on full processing requirements.
3. Offerors **must** be capable of processing all types of ESI, including (but not limited to) word processing and other text files, spreadsheet files, database files, presentation files, email files (including attachments), instant message and chat log files, graphic files, media files (e.g. video, audio, voicemail messages), website files, embedded files and compressed/container files, as well as the handling of system files (e.g. program files, cache files). Offerors **must** be able to process and manage .MLM formatted email documents. Offerors **must** be able to process all common commercially available file types and be able to process new commercial file types created and commonly adopted over the period of the Standing Offer. DIAND is not detailing in advance the specific formats that Offerors should be capable of processing. Instead, Offerors must keep DIAND informed and up-to-date on the formats they are capable of processing; DIAND may issue call-ups at least partly on the basis of which Offerors are able to handle the ESI formats present in particular projects.
4. Offerors **must** be able to discern ESI file types based on file extensions and file content. DIAND does not expect Offerors to process ESI file types that are not suitable for conversion and processing, such as program/executable files or system configuration files.
5. Offerors **must** be able to reduce the number of documents to review during an eDiscovery call-up project by removing files from a document set that are known to belong to certain software programs (DeNISTing).
6. For each call-up, Offerors **must** use physical and data security procedures, through the life cycles of projects, which can be supported and verified by Canada and/or the Court. If and when required by DIAND and/or the Court, Offerors must sign a declaration or an affidavit and/or provide oral testimony describing and supporting project-specific efforts by the Offeror to preserve data integrity when processing ESI.
7. The Offeror **must** be able to deduplicate within a single container, across several physical media, or across an entire collection of ESI. The Offeror **must** create a log of files determined to be duplicates and detailing whether they were removed or retained for further processing. Offerors **must** be able to perform exact deduplication and near-deduplication (e.g. email thread based identification).
8. Offeror **must** Perform data analytics on documents as required.
9. Only when required and based on explicit further instructions from DIAND (arising from processing/exception reports), the Offeror **must** perform manual processing / conversion attempts on specified material (e.g. problematic file repair, encrypted files).
10. Only when required and based on explicit further instructions from DIAND (arising from processing/exception reports), the Offeror **must** perform password cracking/removal for password protected native files.
11. The Offeror **must** use automated processes to convert identified/isolated subsets of processed ESI to digital images and assign unique, sequential identification numbers.
12. The Offeror **must** retain/supply the same identified/isolated subsets of pre-processed ESI in native or near-native file formats.

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**STATEMENT OF WORK**

13. The Offeror **must** capture Level information, sequential image names, attachment references, etc.
14. The Offeror **must** use automated processes to retain identified/isolated subsets of pre-processed ESI (and all other associated metadata) in native or near-native file formats and assign unique, sequential identification numbers per DIAND standards.
15. The Offeror **must** extract and generate full-text content for textual and graphical ESI files, and format full-text content files for use with Ringtail® or other format specified in Project Plan
16. The Offeror **must** provide full-text content and transcription services in English and/or French.

**Part C – Additional Processing Services - Optional Service Category**

**C1. Conversion of Hard Copy Records (HCR)**

- a. When required, Offerors should be able to provide services for the conversion of HCR. Call-ups will require different combinations of the services listed in Appendix 1, Part C and particular requirements will be specified in the Project Plan for each Call-up.
- b. DIAND might require the conversion Offerors should have the capacity to convert all types of HCR, including , but not limited to, original hard copy records (printed, handwritten, etc.), photocopies of originals, microfiche film, overhead transparencies, printed graphics (photographs, maps, charts), with various forms of binding, of various sizes, and in various states of condition.

**C2. Gathering and extracting data**

- a. When requested, the Offeror will provide assistance in gathering and extracting data from a variety of sources including, but not limited to, Records, Document and Information Management System (RDIMS) system, e-mail (Groupwise and Microsoft Outlook), shared drives, hard drives and databases.
- b. The data repository might be located in DIAND's headquarters in the National Capital Region or in any regional offices in Vancouver, British Columbia, Calgary, Alberta, and Gatineau, Quebec.

**C3. Digitization and/or Conversion of Audio and Video Recordings**

- a. When requested, the Offeror should convert designated audio and/or video digital recordings into the requested industry-standard digital format(s). Requested audio formats may include, but are not limited to WAV, MP3, AIFF and WMA. Requested video formats may include, but are not limited to AVI, MOV, MKV and MPEG. To improve system performance, DIAND may impose a file size threshold per generated media file in the Project Plan, resulting in multiple files/records for a single audio or video recording.

**C4. Search and Analysis Services**

- a. When requested, the Offeror should be able to use software acceptable to DIAND to provide search and analysis capabilities on imaged HCR and/or ESI evidence.
- b. Software used by the Offeror should be able to perform advanced search analysis of full-text content and metadata; and must be capable of complete and partial term indexing. Software must also be able to perform Concept Search methodologies (e.g. latent semantic indexing, text clustering) and utilize a variety of additional search methodologies such as keyword, Boolean, grouping, synonym, related word, occurrence count, and parameter searching (or demonstrably equivalent technologies). Software

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**STATEMENT OF WORK**

must have the functionality to apply coding values and/or tags to individual records or groups of records based on search and analysis results and/or utilization of seed sets and iterations.

**C5. Datamapping Services**

- a. When requested, the Offeror will create data maps of available electronic resources within the department, and help identify electronic records held in locations other than CIDM.

**C6. Bilingual Searches**

- a. The department may require searches be conducted bilingually. When requested, the Offeror may be asked to conduct searches of both electronic and hard copy records in French.

**Part D - Deliverables**

1. Deliverables will be specified within any resultant Call-up issued under the terms and conditions of the Standing Offer Agreement. The scope of work attached to each Call-up shall identify the particular deliverable(s), tasks, and other relevant areas of consideration that are required to be implemented by the Contractor in the provision of services.
2. Specific deliverables and service requirements may include, but are not limited to, any combination of the following:
  1. Deliverables: the Offeror must provide the following deliverables:
    - a. Ringtail® compatible export including images and/or native files etc
    - b. PDF export
    - c. Image export (i.e. TIFF)
    - d. Field value export
    - e. Summation compatible export including images and/or native files etc
  2. Shipping and Delivery:
    - (1) The Offeror is responsible for the pick-up and shipping of HCR and ESI from Government of Canada offices (or other specified locations) to the Offeror's processing facilities.
    - (2) Upon project completion, the Offeror must ship deliverables to the location(s) specified by DIAND in the Project Plan. Fully re-assembled HCR files and/or original ESI source media must only be returned once DIAND confirms the acceptability of the exported data and the deliverables.
    - (3) The Offeror must ensure that delivery is handled via bonded courier that provides a controlled movement service for shipments. This service must conform to Canada's regulations for the security and safe transportation of documents, with proof of signature of each handler.
    - (4) If delivery problems occur, the Offeror must do everything necessary to resolve the situation and provide DIAND with the required export and/or deliverable within the established deadline.
    - (5) Shipping and delivery charges (pick-up, transit and delivery) must be prepaid by the Offeror and charged at cost with no allowance for mark-up or profit to the Offeror
  3. Reactivation: documents may come to the Offeror in batches at irregular intervals. In such cases, the Offeror must be able to re-activate the relevant project to accommodate the newly added documents.
  4. Language of work: reports, meetings, correspondence, and discussions are to be in English or French as required.
3. All project management costs must be built into the rates for the requested services as specified in Annex B, Basis of Payment.

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4. In meeting its obligations under any resulting call-up, the Contractor shall ensure that all Deliverables submitted and services rendered are in conformity with the instructions issued by the DIAND Project Authority.
5. The Contractor shall submit all scheduled and requested deliverables and amendments to the Research and Evidence Management Team located at LMRB Headquarters (25 Eddy Street, Room 1430, Gatineau, QC K1A 0H4) in accordance with the timing as set out in each Call-up. All text deliverables shall be delivered in both hard and electronic copy to the specifications of DIAND. The Contractor shall attest to the veracity and accuracy of the content of all deliverables submitted under any resultant Call-up.

For more details, see Appendix 2.

### **Part E - Quality Assurance, Security, Data Management**

#### **E1. Quality Assurance Requirements**

- a. The Offeror must submit their quality assurance processes to DIAND's Departmental Authority for approval, inclusive of ongoing revisions as processes are amended to provide optimal processing and delivery results.
- b. Quality assurance costs must be built into the rates for the requested services specified in the Annex B, Basis of Payment.

For more details, see Appendix 1.

### **Part F - Monitoring Conflicts of Interest**

#### **F1. Conflicts of Interest**

- a. The Offeror must identify and advise of any conflict of interest prior to the issuance of a call-up.
- b. The Offeror must identify and monitor conflicts of interest and steps taken if a conflict is identified at any point during the period of the call-up and inform DIAND immediately of any potential conflict of interest.

### **Appendix 1 - Quality Control Mechanisms**

#### **A. General**

1. Preserve and maintain the integrity of the physical media and native file formats, including metadata, and safeguard data from corruption.
2. Offeror must produce an ESI manual that contains a copy of all logs, tracking and process steps for the ESI material from receipt to delivery. The ESI manual must be kept up-to-date and be available to DIAND upon request.
3. Based on ESI ingestion results, the Offeror must process all or select ESI confirmed/identified by DIAND, with processing services including
  1. extract and log all available metadata,
  2. filter/cull ESI on the basis of file type, file date, file custodian, etc.,
  3. identify and process encrypted and/or password protected files,



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**STATEMENT OF WORK**

4. identify any files infected with computer viruses or malicious code,
  5. identify any files with dependencies on other files,
  6. identify and extract embedded files,
  7. identify corrupted and/or zero-byte files,
  8. flag any files posing processing difficulties and troubleshoot to determine if these files can be processed,
  9. identify files that are candidates for conversion to color images
4. Meet the following performance standards:
- a) 100% of ESI must be properly processed with all processing/exception reports meeting the Call-up requirements and with all information accurately cross-referenced.
  - b) All further instructions from DIAND (resulting from processing/exception reports) must be Accurately documented and applied to ensure that the isolated subset(s) of pre-processed ESI is 100% reliable.
  - c) 100% of identified/isolated ESI must be properly imaged, levelled, and numbered per technical specifications and Call-up specifications, with no gaps or overlaps in sequences on a per project level (e.g. across related call-ups for the same litigation matter).
  - d) All image files must meet the required technical specifications and be accurately cross-referenced.
  - e) All numbering and alignment of metadata must meet the required technical specifications and be accurately cross-referenced.

**B. Data Management**

1. For each call-up the Offeror must process/maintain evidence (HCR and ESI) and resulting data with equipment, software, and storage systems that operate on a closed/standalone network (external connections to the internet or other network, internal or otherwise, are not permitted).
2. Unless indicated otherwise, the Offeror must retain all projects for a period of nine (9) months after the full-completion of the project; once these periods have elapsed, the Offeror must delete all of the project data.
3. The Offeror must protect all information against data loss, data corruption, and viruses.
4. The Offeror must ensure no gaps or overlaps in page, document, and batch sequencing.
5. The Offeror must employ systems and processes that are fully Unicode compliant and are capable of generating deliverables that are Unicode compliant.
6. The Offeror must assume any costs related to hardware and software and any modifications required to comply with technical requirements of data management and media preparation for the work to be performed for each call-up.
7. At conclusion of the Standing Offer, the Offeror must provide to DIAND all removable media/memory materials employed in delivering services (includes writeable discs, flash memory data storage devices, CD-ROMs, DVD-ROMs, portable hard drives, magnetic tapes, etc.). The Offeror must immediately provide any of these materials that become defective over the course of the Standing Offer to DIAND for destruction. Canada will not compensate the Offeror for the costs of these removable media/memory materials.
8. At the conclusion of the Standing Offer, the Offeror must sanitize (overwrite data and/or degauss) all other media/memory employed in performing services (including computer

**ANNEX "A"**  
**STATEMENT OF WORK**

- hard drives and memory, network server hard drives and memory, etc.) in accordance with procedures approved by Canada, and certify the sanitization. If the Offeror is unable to sanitize the media to Canada's satisfaction, the Offeror must provide the media/memory to DIAND for destruction. If any memory/media becomes defective during the course of the Standing Offer, the Offeror must immediately provide it to DIAND for destruction; the same applies to media/memory contained in any computers, servers, or other equipment employed in performing services that the Offeror chooses to sell or dispose of for any other reason. Canada will not compensate the Offeror for media/memory sanitization or the costs of media/memory materials.
9. Canada reserves the right to inspect any equipment/media/memory that the Offeror has certified as being sanitized.
  10. The Offeror must ensure that Protected B information does not remain on the media/memory (including hard drives, removable discs) of computers/equipment that are removed from the Offeror's premises (or onsite service delivery location designated by DIAND) for maintenance or other uses.
  11. The Offeror must label all removable media/memory and removed computer/server/equipment media/memory must be clearly labeled with the appropriate security classification level (e.g. Protected B).
  12. Data management costs must be built into the rates for the requested services as specified in Annex X, Basis of Payment.

**C. Quality Control and Performance Standards (for HCR)**

1. Batches of HCR must be controlled so that a particular batch can be immediately retrieved if and when required by DIAND and/or the Court.
2. For each call-up, Offerors must use procedures that can be supported and verified by Canada and/or the Court. If and when required by DIAND and/or the Court, Offerors must sign a declaration or an affidavit and/or provide oral testimony describing and supporting project-specific efforts by the Offeror to preserve evidence integrity when processing HCR.
3. Control the process to maintain the integrity of material at all times, ensuring that records and their pages can be reinstated to their original location and order (with reinstated bindings/fastenings).
4. Quality control each image for resolution, density, speckling, skew, 100% accuracy, and reconciliation between scanned images and page indices and adjust sensitivity and other controls to improve the quality of the captured image.
5. Reinstatement all bindings/fastenings, return sticky notes and flags to their original positions, and return records to their original file volumes and containers. Records must be fully reinstated to their pre-conversion state.
6. Generate full-text transcription of handwritten and poor quality HCR for which Optical Character Recognition (OCR) processes are unlikely to generate reliable OCR content.
7. Provide full-text content and transcription services in English and/or French.
8. Meet the following performance standards:



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**STATEMENT OF WORK**

- (1) 100% of HCR must be accurately and consistently logged/inventoried for tracking and control purposes.
- (2) 100% of HCR must be properly and accurately prepared for conversion (removal and tracking of bindings/fastenings, handling of sticky notes and flags, unitization and capture of source/attachment relationships, etc.) per Call-up.
- (3) 100% of HCR must be imaged, leveled, and numbered per technical specifications and POS, with no gaps or overlaps in sequences on a per project level (e.g. across related call-ups for the same litigation matter).
- (4) Records must be imaged in their entirety (no skipped pages or missed transitions from single-sided to double-sided pages), scans must be legible, and image files must be correctly named and indexed.
- (5) Each page of HCR must be imaged so that all information on the source page that is discernable to the naked eye is clearly legible without aid on paper copies generated from the resulting digital image; reproduction ratios and page orientation must be so that the entire original page appears as the HCR original does. Images rejected by DIAND when unacceptable quality is not due to the quality of the source record(s) are to be re-imaged from the original source record(s) at no additional cost.
- (6) 100% of HCR must be returned to the exact original order, location and condition as received.
- (7) 100% of full-text OCR content must be generated per Project Plan with the designated OCR language set(s).
- (8) 100% of full-text transcription must be generated per Project Plan with a keying accuracy rate of at least 97.5%.
- (9) All full-text content files must meet the required technical specifications and be accurately cross-referenced.

**Appendix 2 - Deliverables**

1. Per the Call-up, the Offeror must generate one (1) or any combination of the following:
  - (1) Ringtail® export - images and/or native files, field values, and full-text Content/transcription (when required) in the format required for Ringtail® litigation support software. Export specifications are subject to periodic revision to remain current with Ringtail® system requirements. All Ringtail® exports must be 100% error-free and must be fully compatible with Ringtail® data standards. Ringtail® data standards and validation tools are available at <https://edelivery.ftitechnology.com> - User Name: datasuite / Password: guest.
  - (2) PDF export - images exported in Adobe® Portable Document Format (PDF). Requirements may include PDF bookmarking, linking, full-text searchability, etc.
  - (3) Image export - images exported in single- or multi-page TIFF format, and/or other common image formats required by Project Plan (JPG, GIF, etc).
  - (4) Field value export - field values exported in tab-delimited, CSV, MDB, or Excel format.
  - (5) Summation exports – images and/or native files and compatible field value exports (including but not limited to pipe-delimited and comma separated)
  - (6) Deliverable - paper printing of images with document boundaries identified by coloured sheets and/or tab dividers, delivered on 8.5 x 11 or 8.5 x 14 paper organized in: cerlox (1, 1.5, or 2 inch), 3-ring binders (3 inch), file folders (1/2-tab reversible legal size), or expandable legal size file pockets. Work ordered will generally be by container or specified record ranges

## ANNEX "A" STATEMENT OF WORK

2. Exports (CDs, DVDs, and/or portable hard drives) and deliverables (containers) must be labelled, referencing the project name, name of the Offeror, call-up number, number of records/images, security classification, and date of generation/delivery.
3. The Offeror must meet the following performance standards:
  - (1) All supplied exports must be error-free. Offeror must pre-verify all Ringtail® exports using the Ringtail® Validate module, available from <https://edelivery.ftitechnology.com>
  - (2) All supplied deliverables must be complete, including all pages in the requested container(s)/range(s) and delivered in the format required by Project Plan.
  - (3) All deliverables (exports and deliverables) must be completed and delivered by the deadline designated by the Project Plan, unless delay is due to no fault of the Offeror.

### SW5 Greening Government Operations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

Furthermore, in June 2008 the [Federal Sustainable Development Act](#) was passed to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that will make environmental decision making more transparent and accountable to Parliament. A Federal Sustainable Development Strategy is developed every three years that includes shrinking the environmental footprint of government operations. Green procurement is a key enabler of these objectives.

In accordance with the [Policy on Green Procurement](#) and Federal Sustainable Development Strategy, for this requirement:

#### General

- a) The Offeror is encouraged to offer or suggest green solutions whenever possible.
- b) The Offeror should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.
- c) The Offeror should use green meetings practices when conducting workshops and meetings. Guides to green meeting practices are available through [Environment Canada](#) and the [United Nations Environment Program](#).

#### Travel

**ANNEX "A"**  
**STATEMENT OF WORK**

- a) The Offeror is encouraged to work off-site to reduce commuting requirements where security requirements allow.
- b) The Offeror is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- c) Where transportation is required, the Offeror is encouraged to use environmentally preferred modes of transportation, where feasible.
- d) The Offeror is encouraged to use accommodations with environmental ratings: Contractors of the Government of Canada may access the [PWGSC Accommodation Directory](#) to search for accommodations with Green Key and/or Green Leaf ratings that will honor the pricing for Offerors.

Paper Consumption

- a) The Offeror is requested to provide all correspondence including (but not limited to) their offer, documents, reports and invoices in electronic format unless otherwise specified by the Standing Offer Authority or Project Authority, thereby reducing printed material. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Standing Offer Authority or Project Authority.
- b) Printed material is requested on paper that is EcoLogo certified or equivalent, certified as using fibre originating from a sustainably managed forest and/or minimum recycled content of 30%. Paper is also to be processed chlorine free, whenever possible.
- c) The Offeror should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- d) that have been approved under any other province's e-waste recycling program.

Goods Used in Service Delivery

- a) It is desirable that the Offeror, in the provisioning of services, procure equipment, such as computer equipment, peripherals and telephony equipment that meet the most current environmental specifications used by the Government of Canada when procuring similar equipment, without reducing the service quality and effectiveness, whether this equipment is owned by the Offeror or procured by the Offeror for Government of Canada customers. Government of Canada environmental specifications can be found in the Green Procurement Plans available [online](#) or by contacting [AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca](mailto:AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca).
- b) It is desirable that the Offeror, in the provisioning of services, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Offeror or procured by the Offeror for Government of Canada customers.
- c) The Offeror is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Offeror and used to deliver the Service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.

**ANNEX "B"**  
**BASIS OF PAYMENT**

1. The Contractor will be reimbursed in accordance with the quoted per diem rate and price for all work conducted, and will not be paid an overtime rate for any work under any resultant call-up(s). Rates DO NOT include such things as travel and administrative expenses or GST/HST. All fixed, all-inclusive per diem rates and prices include all payroll, overhead costs and profits to complete the work.
2. In consideration of the Contractor satisfactory completing all of its obligations under the call-up, the Contractor will be paid an all-inclusive per diem rates and GB rates as indicated below:

<u>SERVICE CATEGORY</u>	<u>FIXED, ALL-INCLUSIVE PER DIEM RATE (CAD) – SOA AWARD TO MARCH 31, 2018</u>	<u>OPTION YEAR 1 APRIL 1, 2018 TO MARCH 31, 2019</u>	<u>OPTION YEAR 2 APRIL 1, 2019 TO MARCH 31, 2020</u>	<u>OPTION YEAR 3 APRIL 1, 2020 TO MARCH 31, 2021</u>	<u>OPTION YEAR 4 APRIL 1, 2021 TO MARCH 31, 2022</u>
<b>Project Management – As described in Part A, Annex A, Statement of Work</b>	\$	\$	\$	\$	\$
<b>Electronic Document Processing / e-Discovery – As described in Parts B and C, Annex A, Statement of Work</b>	\$ /GB	\$ /GB	\$ /GB	\$ /GB	\$ /GB

**ANNEX "B"  
BASIS OF PAYMENT**

**Optional Service Category – Additional Processing Services**

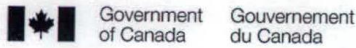
<u>SERVICE CATEGORY</u>	<u>FIXED, ALL-INCLUSIVE PER DIEM RATE (CAD) – SOA AWARD TO MARCH 31, 2018</u>	<u>OPTION YEAR 1 APRIL 1, 2018 TO MARCH 31, 2019</u>	<u>OPTION YEAR 2 APRIL 1, 2019 TO MARCH 31, 2020</u>	<u>OPTION YEAR 3 APRIL 1, 2020 TO MARCH 31, 2021</u>	<u>OPTION YEAR 4 APRIL 1, 2021 TO MARCH 31, 2022</u>
<b>Additional Processing Services – As described in Part C, Annex A, Statement of Work</b>	\$	\$	\$	\$	\$

**3. Other Direct Expenses**

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated Cost: \$ (to be identified at SOA award).

**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**  
**AND**  
**IT SECURITY SAFEGUARD REQUIREMENTS**



Contract Number / Numéro du contrat 1000171188
Security Classification / Classification de sécurité UNCLASSIFIED

**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	Aboriginal Affairs and Northern Development Canada	2. Branch or Directorate / Direction générale ou Direction LMRB-PSD-NCR
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 DIAND LMRB is seeking a number of suppliers (firms) to provide Electronic Processing Services by extracting and managing litigation related Electronically Stored Information(ESI)		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input 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"/>



**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**  
**AND**  
**IT SECURITY SAFEGUARD REQUIREMENTS**



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 1000171188
Security Classification / Classification de sécurité UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**  
**AND**  
**IT SECURITY SAFEGUARD REQUIREMENTS**



Contract Number / Numéro du contrat 1000171188
Security Classification / Classification de sécurité UNCLASSIFIED

**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 CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
							NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	A		B	C	CONFIDENTIEL				TRÈS SECRET
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).**



**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**  
**AND**  
**IT SECURITY SAFEGUARD REQUIREMENTS**



Aboriginal Affairs and  
Northern Development Canada

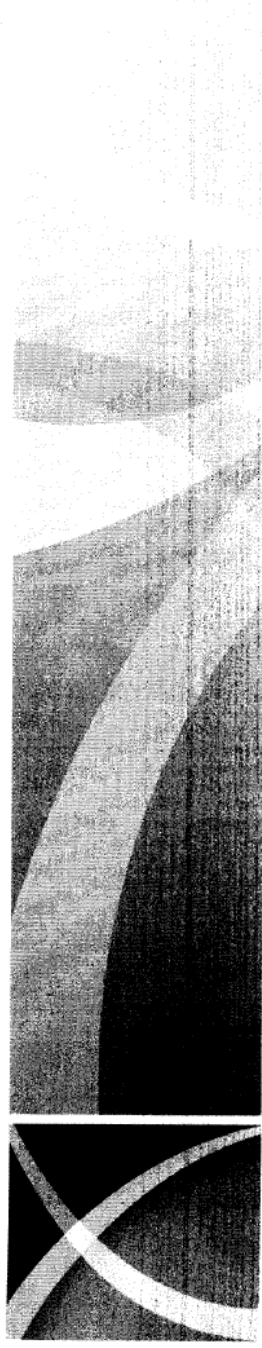
Affaires autochtones et  
Développement du Nord Canada

**Aboriginal Affairs and Northern  
Development Canada**

**IT Security Safeguard  
Requirements**

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Contractor Name	<b>RFP</b>
Contract Number	<b>1000171188</b>
Document Number:	<b>7556304</b>
Date:	<b>June 09, 2015</b>
Designation / Classification	<b>Unclassified</b>



**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**  
**AND**  
**IT SECURITY SAFEGUARD REQUIREMENTS**

**IT Security Requirements**

**Contract # 1000171188**

**Unclassified**

**Overview**

In accordance with the Security Requirement Checklist (SRCL) for contract 1000171188, the contractor **will access, store and transmit** up to **Protected B** data. It is the contractor's responsibility to ensure that this information remains secure at all times by complying with the Treasury Board's Policy on Government Security (PGS) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=16578>), the Management of Information Technology Security Standard (MITS) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328&section=text>) and Aboriginal Affairs and Northern Development Canada's (AANDC) Information Security Requirements listed within this document.

Public Works and Government Services Canada (PWGSC) may perform a site inspection to confirm and certify that the contractor meets these requirements. Items of non-compliance will be noted and communicated to the contractor and AANDC for immediate action.

The contractor will be provided a copy of this document and will therefore be aware of these security requirements as well as his or her responsibility to:

- Comply with these requirements;
- Immediately report the loss or theft of any media devices containing AANDC data to AANDC's Departmental Security Officer;
- Notify AANDC's Departmental Security Officer regarding any security breach or suspected security breach which could impact AANDC data; and
- Inform all staff who will be handling AANDC data of these requirements.

**Failure to comply with these requirements is a breach of contractual obligations and may result in contract termination.**

**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**  
**AND**  
**IT SECURITY SAFEGUARD REQUIREMENTS**

**IT Security Requirements**

**Contract # 1000171188**

**Unclassified**

**Possession, Transportation and Processing of Electronic Departmental Data**

When there is a requirement for the contractor to transport, process or electronically store departmental information, the contractor must ensure that the data remains secure at all times no matter what level of confidentiality the information is by adhering to the following requirements:

- Computing devices used to process AANDC data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process AANDC data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://www.cse-cst.gc.ca/en/node/270/html/10572>);
- Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

**Physical Storage of Departmental Data**

When there is a requirement for the contractor to store electronic departmental data on their premises, the contractor must ensure that the data remains secure when not in use by adhering to the following requirements:

- The encrypted portable media device(s) must be physically stored within an appropriate security container in accordance with the highest level of information sensitivity that is stored on the device. Such a security container must be present on the contractor's premises (Pro A and B = Padlock security Container / Pro C and Secret Integrated Dial Lock security container - refer to [http://www.rcmp-grc.gc.ca/ts-st/reslim/pubs/seg/html/home\\_e.htm](http://www.rcmp-grc.gc.ca/ts-st/reslim/pubs/seg/html/home_e.htm) for more information).

**ANNEX "C"  
SECURITY REQUIREMENTS CHECK LIST  
AND  
IT SECURITY SAFEGUARD REQUIREMENTS**

**IT Security Requirements**

**Contract # 1000171188**

**Unclassified**

**Electronic Transmission of Departmental Data**

When there is a requirement to electronically transmit departmental data between the contractor and AANDC, the contractor must ensure that only the approved method is used based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with AANDC personnel. The use of electronic transmission methods other than those listed below is prohibited.

Classification Level	AANDC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to AANDC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password; and</li> <li>• Email server communication is protected with TLS encryption.</li> </ul>
	Fax	<p>The Contractor can transmit Protected A Data to AANDC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The sending fax machine is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advise recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing AANDC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>• The administrator user name and password must be changed from their default values;</li> <li>• The network name (SSID) has been changed from its default value; and</li> <li>• WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:               <ul style="list-style-type: none"> <li>○ Must be 8 characters or longer;</li> <li>○ Have at least one upper case character;</li> <li>○ Have at least one lower case character;</li> <li>○ Have at least one numeric character; and</li> </ul> </li> </ul>

**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**  
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**IT SECURITY SAFEGUARD REQUIREMENTS**

**IT Security Requirements                      Contract # 1000171188                      Unclassified**

		<ul style="list-style-type: none"> <li>o Have at least one allowed special character</li> </ul>
<b>Protected B</b>	Encrypted and Digitally Signed eMail	<p>The Contractor can transmit Protected B Data to AANDC personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password;</li> <li>• The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and</li> <li>• Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings: <ul style="list-style-type: none"> <li>▪ One of the following encryption algorithms is used: <ul style="list-style-type: none"> <li>o 3DES-168 Bit or higher</li> <li>o AES-128 Bit or higher</li> </ul> </li> <li>▪ Digitally signed with one of the following algorithms: <ul style="list-style-type: none"> <li>o RSA (Rivest, Shamir, Adleman)</li> <li>o DSA (Digital Signature Algorithm)</li> <li>o ECDSA (Elliptic Curve Digital Signature Algorithm)</li> </ul> </li> <li>▪ One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> <li>o SHA-224</li> <li>o SHA-256</li> <li>o SHA-384</li> <li>o SHA-512</li> </ul> </li> </ul> </li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing AANDC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>• The administrator user name and password must be changed from their default values;</li> <li>• The network name (SSID) has been changed from its default value; and</li> <li>• WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> <li>o Must be 12 characters or longer;</li> <li>o Have at least one upper case character;</li> <li>o Have at least one lower case character;</li> </ul> </li> </ul>

**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**  
**AND**  
**IT SECURITY SAFEGUARD REQUIREMENTS**

**IT Security Requirements      Contract # 1000171188      Unclassified**

		<ul style="list-style-type: none"> <li>○ Have at least one numeric character; and</li> <li>○ Have at least one allowed special character</li> </ul>
	AANDC Secure File Exchange Service	<p>The Contractor can transmit Protected B Data via AANDC's Secure File Exchange service as long as following requirements are met:</p> <ul style="list-style-type: none"> <li>• A personally identifiable unique username and password is assigned to the user by AANDC; and</li> <li>• The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (<a href="https://efse-sfee.aandc.aandc.gc.ca/policy/sfe_Acceptable_use_policy.html">https://efse-sfee.aandc.aandc.gc.ca/policy/sfe_Acceptable_use_policy.html</a>)</li> </ul>
	AANDC Collaboration Service	<p>The Contractor can transmit Protected B Data via AANDC's Collaboration service as long as following requirements are met:</p> <ul style="list-style-type: none"> <li>• A personally identifiable unique username and password is assigned to each user by AANDC.</li> </ul>
	Fax	<p>The Contractor can transmit Protected B Data to AANDC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The sending fax machines is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advises recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>



**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST AND**  
**IT SECURITY SAFEGUARD REQUIREMENTS**

**IT Security Requirements**

**Contract # 1000171188**

**Unclassified**

**Remote Connectivity to the AANDC Network**

As stated in the SRCL, the contractor may require remote access to the AANDC network and IT Systems. Remote access is to be configured in the following manner:

- A unique identifier and password is assigned to each user and is used to authenticate the user to the AANDC network; and
- The Citrix Portal <https://pa-ap.aadnc-aandc.gc.ca> is used.

**ANNEX "D"**  
**INDEPENDENT BID DETERMINATION - CERTIFICATION**

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

\_\_\_\_\_  
Corporate Name of Recipient of this Submission

for: \_\_\_\_\_  
Name and Number of Bid and Project

in response to the call or request (hereinafter "call") for bids made by:

\_\_\_\_\_  
Name of Tendering Authority

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_  
Corporate Name of Bidder or Tenderer (hereinafter "Bidder")

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a) has been requested to submit a bid in response to this call for bids;
  - b) could potentially submit a bid in response to this call for bids based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
  - a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a bid; or



**ANNEX "D"**  
**INDEPENDENT BID DETERMINATION - CERTIFICATION**

- d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;
- 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

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Printed Name and Signature of Authorized Agent of Bidder

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Position Title

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Date