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PART 1 – GENERAL INFORMATION

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:

- Annex “A” - Statement of Work
- Annex “B” - Basis of Payment
- Annex “C” - Insurance Requirements
- Annex “D” – Vendor Performance Evaluation

2. Summary

By means of this Request for Standing Offer (RFSO), Natural Resources Canada (NRCan) and the National Air Photo Library (NAPL) are looking to qualify suppliers to electronically reproduce NAPL’s original photographic material to such standard that further photogrammetry and photointerpretation may proceed from the reproduction as if it were the original, all while preserving the originals as intact as they were received by the contractor. This Standing Offer will be divided into two (2) Streams, as follows:

- Stream 1: Day to day operations
- Stream 2: Mass digitization

2.1 Applicable Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-Chile Trade Agreement, the Canada-Colombia Trade Agreement, the Canada-Panama Trade Agreement, the Canada-Peru Trade Agreement the Canada-Honduras Free Trade Agreement, Agreement on Internal Trade (AIT) and the World Trade Organization – Agreement on Government Procurement (WTO-AGP).



3. Security Requirement

There is no security requirement associated with this Request for Standing Offer or any resulting call-ups issued against awarded Standing Offers.

4. Debriefings

After issuance of a standing offer, Offerors may request a debriefing on the results of the request for standing offers process. Offerors should 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.



PART 2 – OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 call-ups issued against the Standing Offer, otherwise known as contract(s).

The 2006 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Sub-Section 5.2 - Submission of Offers of 2006 (2016-04-04) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is amended as follows:

DELETE: PWGSC
INSERT: NRCan

Sub-Section 5.4 - Submission of Offers of 2006 (2016-04-04) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is amended as follows:

DELETE: sixty (60) days
INSERT: one hundred and twenty (120) days

Subsection 8.1 – Transmission by Facsimile of 2006 (2016-04-04) Standard Instructions – Request for Standing Offers - Goods or Services – Competitive Requirements, is amended as follows:

DELETE: (819) 997-9776
INSERT: (613) 995-2920

2. Submission of Offers

It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

Natural Resources Canada
Bid Receiving Unit - Mailroom
588 Booth Street, Room 108
Ottawa, Ontario K1A 0Y7
Attention: Valerie Holmes

It is requested that the Bidder's name, return address, Request for Proposal Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder's proposal. Failure to do so may result in bids being misdirected. **NRCan will not assume responsibility for proposals directed to any other location.**

The onus is on the Bidder to ensure that the proposal is delivered to the location above. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.



NOTE: WHEN SUBMITTING A BID TO THIS REQUIREMENT, BIDDERS MUST ENSURE THAT THE RFSO NUMBER AND CLOSING DATE ARE CLEARLY DETAILED ON ALL ENVELOPES, INCLUDING COURIER ENVELOPES AND/OR BOXES, IN ORDER TO AVOID ANY CONFUSION AT THE BID RECEIPT UNIT WHEN PACKAGES ARE RECEIVED WITHOUT ANY INDICATION AS TO WHAT THEY ARE FOR.

- 2.1 Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to NRCan will not be accepted.

3. Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **three (3)** business 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 is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

To comply with the [Code of Conduct for Procurement](#), bidders are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

4. 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

1. Offer Preparation Instructions

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

In support of the Policy on Green Procurement, it is requested that bidders provide their bid in separately bound sections as follows:

HARD COPY:

Section I: Technical Bid – 4 copies (1 original, 3 copies)

Section II: Financial Bid - 1 copy, **under separate cover**. Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not to be repeated in any other section of the bid.

Section III: Certifications – 1 copy

OR:

ELECTRONIC STORAGE MEDIA (preferred method):

Since NRCan is working towards a greener environment by eliminating all hard copy file folders, we prefer to have all bids on a CD/DVD or USB. If you wish to submit in this format, please provide the following:

Section I: Technical Bid – 4 copies (1 original, 3 copies)

NOTE: 1 CD/DVD/USB will contain: 1 Technical, sole Financial Bid, Certifications and signed first page
3 CD/DVD/USB will contain: just the Technical Bid

Section II: Financial Bid - 1 copy (included with original Technical Bid).

Section III: Certifications – 1 copy (included with original Technical Bid and sole Financial Bid)

Note: NRCan will accept either Hard copy or Electronic Storage Media submitted bids. However, it is NRCan's preference that you submit via Electronic Storage Media in order to support to our Green Initiative.

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;
- (b) Use a numbering system that corresponds to that of the Request for Standing Offers.

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 are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and



- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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.

Section II – Financial Offer

Bidders must submit their financial bid in accordance with Annex "B"- Financial Proposal. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing will be applied as the initial conversion factor for the specified currency.

Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada.

1.1 Exchange Rate Fluctuation

SACC C3011T (2013-11-06)

Section III – Certifications

Offerors must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Note: Mandatory Criteria M4 and M5 will be evaluated based on submitted scanned response to M7.

Item	Mandatory Requirement	Compliant	Proposal Page #
All Workstreams:			
M1	The Bidder's place of business where the scanning will take place MUST be within 75kms of NRCan's Booth Street Complex, located at 615 Booth Street, Ottawa, Ontario in order to minimize risk of loss of photos.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	The Bidder MUST provide a resume of the proposed Project Team Leader for this requirement. This proposed resource will be the point of contact and the technical expertise that will be able to respond to technical inquiries from NRCan/NAPL and will be responsible for ensuring timely and acceptable results of all deliverables.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	<p>The Bidder MUST provide three (3) verifiable business references, for which similar work was provided. The following details are requested to be provided:</p> <ol style="list-style-type: none"> 1. Business name and address; 2. Name and phone number of client contact; 3. Brief description of work undertaken within the last 8 years, providing scanning of aerial photographs and/or similar / comparable photos; 4. Date(s) and duration of all projects and; 5. Dollar value of each project. <p>NRCan MUST be able to successfully contact at least two (2) references within 15 days of bid closing. NRCan reserves the right to contact references to validate the information provided in the Bidder's proposal.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M4	<p>Radiometric Performance and Image Quality:</p> <p>a-Reproductions MUST be free from artifacts produced by the physical environment or due to malfunctions of the equipment or software e.g.: Newton rings, missing scan lines, dead pixels, broken or misaligned features, and spurious features such as inexistent regions or banding.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Hussein to define what artifacts are



Item	Mandatory Requirement	Compliant	Proposal Page #
	<p>b- Reproductions MUST be free from artifacts resulting from improper operation, training, or procedure. Examples of these include, but are not limited to clipping or discarding pixel values lying on the scene, compressing it, modifying scanned pixel values to fit a particular histogram or gamma, or as a result of applying any image processing technique.</p> <p>c- Fiducials and any annotations MUST be clearly visible, and their sharpness must not be reduced by any processing.</p> <p>d- The Bidder MUST pass the radiometric test of a minimum of 16 values of grey levels.</p>		
M5	<p>Scanning Resolution and Geometric Distortions:</p> <p>a-The Bidder MUST be able to reproduce original reflective material electronically at a true resolution of 800 and 1200 Dots Per Inch –DPI- in X and Y (+/- 20%).</p> <p>b- Positional error MUST not be larger than 200 microns.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M6	The Bidder MUST provide details on their quality control methods to ensure the integrity of the photos are maintained.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M7	<p>The Bidder MUST contact the Standing Offer Authority within 15 calendar days of bid posting to arrange pick up of 1 bundle (5 photos) that will need to be scanned and delivered on digital media as USB Data stick, CD and/or DVD at the requested resolution identified in the bundle and returned with your bid for evaluation.</p> <p>Note: Due to the fact that NRCan has a limited number of photo bundles, the Bidder MUST return the photo bundles to the Standing Offer Authority within 3 business days of pick up. Failure to do so could result in disqualification.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

1.2 Point Rated Technical Criteria

Point Rated Requirements:				
Item	Requirement	Points Breakdown	Max Points	Demonstrated Compliance
All Workstreams:				
R1	<p>References:</p> <p>A Reference Check will be conducted to determine and verify the Bidder's personal interaction with previous business clients.</p> <p>NRCan reserves the right to contact and discuss previous work performance with at least two (2) of the references provided.</p>	<p>Points will be provided based on the following:</p> <ol style="list-style-type: none"> 1) Ability to meet time lines (5 points) 2) Client Service (5 points) 3) Quality of deliverables (5 points) 4) Contractor's ability to rectify mistake made (5 points) 	20	



Point Rated Requirements:																										
Item	Requirement	Points Breakdown	Max Points	Demonstrated Compliance																						
R2	<p>Quality Control:</p> <p>The Bidder's Team Leader has experience overseeing the quality control process to determine the following:</p> <p>a) detection or prevention of anomalies, b) all corrective measures in place</p>	<p>a) 10 points b) 10 points</p>	20																							
R3	<p>Radiometry:</p> <p>The 5 photo bundles will be evaluated, based on the following:</p>	<p>32 points: minimum of 16 values of grey level (as per M6d) 2 points for each additional recognized grey level</p>	40																							
R4	<p>Resolution:</p> <p>The scanning resolution are identical in X and Y direction. Evaluation will be based on the difference in resolution between the X and Y directions.</p>	<table border="0"> <tr><td>0% - 5%</td><td>50</td></tr> <tr><td>>5% - 10%</td><td>35</td></tr> <tr><td>>10% - 15%</td><td>20</td></tr> <tr><td>>15% - 20%</td><td>5</td></tr> <tr><td>Over 20%</td><td>0</td></tr> </table>	0% - 5%	50	>5% - 10%	35	>10% - 15%	20	>15% - 20%	5	Over 20%	0	50													
0% - 5%	50																									
>5% - 10%	35																									
>10% - 15%	20																									
>15% - 20%	5																									
Over 20%	0																									
R5	<p>Geometric Distortions:</p> <p>Geometrical distortions expressed as positional error.</p>	<table border="0"> <tr><td>20 microns</td><td>150</td></tr> <tr><td>40 microns</td><td>120</td></tr> <tr><td>60 microns</td><td>80</td></tr> <tr><td>80 microns</td><td>70</td></tr> <tr><td>100 microns</td><td>60</td></tr> <tr><td>120 microns</td><td>50</td></tr> <tr><td>140 microns</td><td>40</td></tr> <tr><td>160 microns</td><td>30</td></tr> <tr><td>180 microns</td><td>20</td></tr> <tr><td>190 microns</td><td>10</td></tr> <tr><td>≥200 microns</td><td>0</td></tr> </table>	20 microns	150	40 microns	120	60 microns	80	80 microns	70	100 microns	60	120 microns	50	140 microns	40	160 microns	30	180 microns	20	190 microns	10	≥200 microns	0	150	
20 microns	150																									
40 microns	120																									
60 microns	80																									
80 microns	70																									
100 microns	60																									
120 microns	50																									
140 microns	40																									
160 microns	30																									
180 microns	20																									
190 microns	10																									
≥200 microns	0																									
Total Points Available			280																							
Total Points Needed to be Considered Compliant (60%)			168																							

2. Basis of Selection

Only those bids that are deemed to be responsive (compliant) will be evaluated under the basis of selection:

Highest Combined Rating of Technical Merit and Price

The responsive (compliant) Bidder with the highest combined rating of technical merit (**70%**) and price (**30%**) will be recommended for award of a contract. See the following example table below.



Example of 70% Technical Merit and 30% Price Determination			
	Bidder 1	Bidder 2	Bidder 3
Technical Points Achieved by Bidder	88	82	76
Price Quoted by Bidder	\$85,000	\$80,000	\$75,000
CALCULATIONS			
	Technical Points Achieved	Rated Price Points Achieved	Total Points Achieved
Bidder 1	$\frac{88}{88} \times 70 = 70.00$	$\frac{75}{85} \times 30 = 26.47$	96.47
Bidder 2	$\frac{82}{88} \times 70 = 65.23$	$\frac{75}{80} \times 30 = 28.13$	93.36
Bidder 3	$\frac{76}{88} \times 70 = 60.46$	$\frac{75}{75} \times 30 = 30.0$	90.46
* Represents the highest technical score			
** Represents the lowest priced proposal			

Assumption: Three responsive (compliant) bids have been received. The maximum technical score that can be obtained is 100 points. The highest technical score and lowest bid price receive full rated percentage and other proposals are pro-rated accordingly.

The winner is the Bidder scoring the highest Total Points as a result of applying the Best Value Calculations to the technical bid and the bid price respectively. Based on the above calculations a contract would be awarded to Bidder 1.

Note: Should there be a qualified Aboriginal Company, NRCan reserves the right to set-aside one (1) Standing Offer Agreement under PSAB for this Aboriginal Firm.



PART 5 – CERTIFICATIONS

1. Conditions Precedent to Award of Standing Offer

Offerors must provide the required certifications and associated information to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

The certifications provided by Offerors to Canada is 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.

1.1 *Certifications Precedent to Issuance of a Standing Offer*

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame with which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

1.1.1 Integrity Provisions – Associated Information

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

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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.

2. Additional Certifications Precedent to Issuance of a Standing Offer

2.1 *Status and Availability of Resource*

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.

Signature of Authorized Company Official

Date

1.4 Education and Experience Certification

The Offeror certifies that all information provided herein is accurate. Furthermore, the Offeror certifies that the personnel proposed for this requirement are capable of satisfactorily performing the requirement described herein.

Signature of Authorized Company Official

Date

1.5 Former Public Servants

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" means a 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 and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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 Public Service.

"pension" means, in the context of the fee abatement formula, 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 (FPS) in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

- (a) Name of former public servant;
- (b) Date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Bidder must provide the following information:

- (a) Name of former public servant: _____
- (b) Conditions of the lump sum payment incentive: _____
- (c) Date of termination of employment: _____
- (d) Amount of lump sum payment: _____
- (e) Rate of pay on which lump sum payment is based: _____
- (f) Period of lump sum payment including:
 Start date: _____
 End date: _____
 Number of weeks: _____
- (g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program: _____
- (h) Other Contracts subject to Work Force Reduction Program Restrictions:

Contract Number:

Contract Amount (Professional Fees):

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

 Signature of Authorized Company Official

 Date

1.6 Aboriginal Designation

Who is eligible?

- a. An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act



- ii. a sole proprietorship
- iii. a limited company
- iv. a co-operative
- v. a partnership
- vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

Our Company is NOT an Aboriginal Firm

Our Company is an Aboriginal Firm, as identified above. The bidder must complete the certificate from the appropriate clause below:

SACC Manual clauses [A3000T](#), [A3001T](#), [M3030T](#), [M9030T](#), [S3035T](#) and [S3035T](#) contain a certification that suppliers must complete and submit with their bid/offer/arrangement.

Signature of Authorized Company Official

Date

1.7 Rate or Price Certification

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

Signature of Authorized Company Official

Date

1.8 Integrity Provisions - Certification

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

List of Names: All applicants, regardless of their status under the policy, must have the following information at the time to participate in a procurement process:

Suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;



Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners;

Suppliers that are a partnership do not need to provide a list of names.

Name of Supplier: _____

OR

Name of each member of the joint venture:

Member 1: _____

Member 2: _____

Member 3: _____

Member 4: _____

Identification of the directors / owners:

NAME	FIRST NAME	TITLE

Signature of Authorized Company Official

Date



PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement

There is no security requirement associated with this Request for Standing Offer, or any subsequent call-ups issued against awarded Standing Offers.

2. Financial Capacity

SACC Manual clause M9033T (2011-05-16) - Financial Capability

3. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex "C".

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.



PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

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>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2016-04-04) - General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

Section 1 of 2005 (2016-04-04) – Interpretation, should be amended as follows:

DELETE: Public Works and Government Services Canada

INSERT: Natural Resources Canada

3.2 Supplemental General Conditions

3.2.1 International Sanctions

Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. Details on existing sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>.

It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.

By law, the Contractor must comply with changes to the regulations imposed during the life of the contract. During the performance of the Contract should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned countries or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.



3.2.2 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator. The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

Organizations are encouraged to select from one of the following two options:

Option 1: The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

Option 2:

Each party hereby:

- a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and
- b) agrees that this provision shall, for purposes of section 23 of the *Procurement Ombudsman Regulations*, constitute such party's agreement to participate in and bear the cost of such process.

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

3.2.3 Withholding Tax of 15 Percent (%)

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.



3.2.4 Foreign Nationals

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

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

3.2.5 Compliance with Mandatory Certifications

Compliance with the Certifications provided by the successful Bidder (Contractor) is a condition of the Contract and is subject to verification by Canada during the entire period of the Standing Offer. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor in its proposal is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Standing Offer, to terminate the Standing Offer and/or any resulting Call-up issued against the Standing Offer for default.

3.2.6 Method of Payment

Upon completion of any services provided, and the submission of an invoice in a form, and containing required information (as will be detailed in the contract), acceptable to the Project Authority; the Method of Payment is as follows:

- Payment upon completion for charges incurred in accordance with the Basis of Payment.

3.2 Standing Offers Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex "A". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than **ten (10)** calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for the Standing Offer is for a twelve (12) month period from Standing Offer Award with four (4) twelve month option periods. The period shall begin on date of award of Agreement until **December 31, 2017**.



4.2 Option to Extend Standing Offer

NRCan reserves the right to extend the period of the Standing Offer for up to **four (4)** additional **twelve (12)** month periods, under the same terms and conditions. NRCan may exercise the option, or any extension thereof, at any time by written notice to the Offeror (Contractor) at least 30 calendar days prior to the Standing Offer expiry date.

The Contractor agrees that, during the extended period of the Standing Offer, the rates/prices will be in accordance with the provisions of the Standing Offer.

The option may only be exercised by the Project Authority and any extension to the period will be evidenced through a formal Standing Offer amendment issued by the Contracting Authority.

4.3 Standing Offer Holder Performance Evaluation

NRCan will be evaluating the performance of all Standing Offer Holders during the course of **each** awarded Call-up. The performance will be evaluated against Annex "D" – Vendor Performance Evaluation, upon completion of each call-up. The Vendor Performance Evaluation will be used to ensure the Standing Offer Holders are providing quality reproduction services under each call-up.

The purpose of the Vendor Performance Sheet is intended to promote ongoing communications with and acceptable performance from the Standing Offer Holders. The Vendor Performance Evaluation is to be used for **each** completed call-up by a selected SO Holder and the SO Holder will be provided a copy of the assessment of their performance. The SO Holder shall have the opportunity to provide comments on their scored performance. At the end of each call-up, the Vendor Performance Evaluation will be provided to the SO Holder for their response and the final score attributed by NRCan shall be deemed final, at NRCan's full discretion.

Failure to pass the Vendor Performance Evaluation with a score of 80% or higher could result in the SO Holder being penalized for their performance. Such penalties could result in one or more of the following:

- Meet with NRCan, at the Vendor's expense, to review the issues and to determine how to resolve the issue(s);
- Deny inviting the SO Holder on the next two (2) opportunities, after the first two (2) scores obtained below 80%;
- Deny inviting the SO Holder on any future requirements during the full duration of the Standing Offer, including option periods, after the fourth failed score obtaining below 80%.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority will be:

Valerie Holmes

Procurement Specialist
Natural Resources Canada
580 Booth Street, 5th Floor
Ottawa, Ontario
K1A 0E4

Tel: 343-292-8371

Fax: 613-947-5477

Email: Valerie.holmes@canada.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.



5.2 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 or agency 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.

5.3 Offeror's Representative

Name: _____
 Title: _____
 Company: _____
 Telephone: _____
 Facsimile: _____
 Email: _____

5.4 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.

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **Natural Resources Canada**

7. Call-up Procedures

Stream 1: Right of first refusal basis:

When a requirement is identified, the identified user will contact the highest-ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the highest-ranked Offeror is able to meet the requirement, a call-up is made against that standing offer. If that Offeror is unable to meet the requirement, the identified user will contact the next ranked Offeror. The identified user will continue and proceed as above until one Offeror indicates that they can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked Offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

Stream 2: Proportional

Call-ups are issued on a proportional basis such that the highest-ranked offeror receives the largest portion of the work; the second highest-ranked offeror receives an opportunity of the second largest portion of the work, etc. (for example, 50 percent for the highest-ranked offer, 30 percent to the next highest-ranked offer and 20 percent to the third highest-ranked offer).

NRCan reserves the right to limit the number of awarded Standing Offer(s) to four (4).

Proportional Basis of Selection will be determined as follows:

2 qualified suppliers: 60% to highest ranked, 40% to second ranked.

3 qualified suppliers: 50% to highest ranked, 30% to second ranked and 20% for third ranked

4 qualified suppliers: 40% to highest ranked, 30% to second ranked, 20% to third ranked and 10% to fourth ranked.



Note: Percentage indicates “opportunities”. If a higher ranked offeror refuses an opportunity, then the opportunity transfers to the next ranked offeror.

NRCan reserves the right to award one (1) Standing Offer to a qualified Aboriginal firm, as applicable. NRCan will set aside up to 10% of the business opportunity unless the company is ranked amongst the top three (3) companies then the proportional amounts will apply.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using a call-up against a Standing Offer (942).

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$100,000.00** (Goods and Services Tax or Harmonized Sales Tax included). It is anticipated that NRCan will spend approximately \$1M cumulatively amongst all SO Holders over the full course of the Standing Offer, including all option periods.

10. 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 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) The Supplemental General Conditions, defined herein;
- e) Annex “A” - Statement of Work;
- f) Annex “B” - Basis of Payment;
- g) Annex “C” – Insurance Requirements
- h) Annex “D” – Vendor Performance Evaluation;
- i) The Offeror's offer dated _____.

11. Certifications

11.1 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.

12. 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.

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

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

3. Supplemental General Conditions

3.1 International Sanctions

Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. Details on existing sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>.

It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.

By law, the Contractor must comply with changes to the regulations imposed during the life of the contract. During the performance of the Contract should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned countries or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

3.2 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.



Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

Organizations are encouraged to select from one of the following two options:

Option 1: The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

Option 2:

Each party hereby:

- a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and
- b) agrees that this provision shall, for purposes of section 23 of the *Procurement Ombudsman Regulations*, constitute such party's agreement to participate in and bear the cost of such process.

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

3.3 Withholding Tax of 15 Percent (%)

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

3.4 Foreign Nationals

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

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

3.5 Compliance with Mandatory Certifications

Compliance with the Certifications provided by the successful Bidder (Contractor) is a condition of the Contract and is subject to verification by Canada during the entire period of the Standing Offer and any resulting Call-up issued against the Standing Offer. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor in its proposal is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Standing Offer, to terminate the Standing Offer and/or any resulting Call-up issued against the Standing Offer for default.

3.6 Method of Payment

Not more frequently than once a month, upon submission of an invoice in a form, and containing required information (as will be detailed in the contract), acceptable to the Project Authority; the Method of Payment is as follows:



- Payment monthly for charges incurred in accordance with the Basis of Payment.

4. Term of Contract

4.1 Period of the Contract

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

5. Payment

5.1 Basis of Payment (Firm Price, Firm Unit Price(s) or Firm Lot Price(s))

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in each call-up. 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.

5.2 SACC Manual Clauses

A9117C (2007-11-30) – T1204 – Direct Request by Customer Department

6. Invoicing Instructions

Invoices shall be submitted using **one of the following methods**:

<p><u>E-mail:</u></p> <p>NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted</p>	<p>OR</p>	<p><u>Fax:</u></p> <p>Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987</p> <p>Note: Use highest quality settings available.</p>
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Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers: Contract number: _____

Invoicing Instructions to suppliers: <http://www.nrcan.gc.ca/procurement/3485>

7. Insurance

SACC Manual Clause G1005C (2008-05-12) – Insurance



ANNEX “A” – STATEMENT OF WORK

SW1 Title

Scanning of National Air Photo Library (NAPL) Air Photos

SW2 Background

The National Air Photo Library (NAPL), a unit of the Canadian Centre for Mapping and Earth Observation (CCMEO), Natural Resources Canada has preserved, catalogued, and provided access to air photos acquired since the early 1920s on behalf of the Government of Canada.

NAPL is located in Ottawa and functions as a National Archive, a records centre, an order bureau providing access to archived photographs, and a centre of expertise on aerial photography. Its collection constitutes an irreplaceable historic record of the Canadian Landmass, coastline, and waters.

In the mid-1990s advances in scanning technology made possible the use of digital reproductions of aerial photos for some applications, and NAPL started to build up scanning capacity and know-how. Today NAPL provides access not only to conventional – analog- photographic material but also to electronic reproductions of aerial photographs, and has a requirement to augment its in-house capacity with contracted-out digitization and photographic printing services.

Since the integrity of the collection is key, these services must not deteriorate the historic record, all while yielding reproductions fit for purpose. Technical requirements largely derive from the objectives of the contracted-out work, discussed in this SOW. This high-level statement is further refined at a technical level in Annex “A1,” “A2” and “A3”.

SW3 Objective

The aim of the contracted-out work is to electronically reproduce NAPL’s original photographic material to such standard that further photogrammetry and photointerpretation may proceed from the digital reproduction as if it were the original, all while preserving the originals as intact as they were received by the Contractor.

SW4 Project Requirements

SW4.1 Tasks, Deliverables, Milestones and Schedule

TASKS:

Scanning of black and white or color paper based contact prints of aerial photographs at resolutions of 800 dpi or 1200 dpi. Each photo has a size of about 10” x 10” or less.

Most of the time, a typical order will require the scanning of a large number of contact prints of aerial photos as for example a number of entire boxes containing paper contact prints from one or more full film rolls. A typical box will contain between 50 to 250 photos each.

The typical turnaround time will be five working days (a working week). For very large orders, the two parts (the Crown and the Contractor) will agree to divide the order in batches corresponding to a working week each. The Contractor will then pick up and return the NAPL aerial photos weekly keeping a turnaround of one week for each batch. In special situations, the two parts may agree for a longer turnaround up to a maximum of two weeks.

In some rare situations, an individual order may be issued for a limited number of scans, as for example an order for under 50 or 100 scans (for example if needed to complete the gaps of a previous large order).



The benchmarking and appraisal process will be used to establish a standing offer list.

DELIVERABLES:

The Contractor is responsible for providing:

A.-Individual orders for the scanning of a large number of paper based contact prints of aerial photos:

An all-digital delivery package made up of two components:

- 1) the scanned digital images (the scanned aerial photographs), and
- 2) the scanned digital images one or two calibration targets (as the densitometric wedge – used for requirement R5), once for each weekly working batch.

B-For the technical benchmarking / qualification process or on special request:

- 1) During the benchmarking / qualification process: All required documents, describing the equipment, facilities, software, processes, and operational procedures as depicted in Annex “A3”.

Once contracts are in place, only an update of these documents but only if changes are made (for hardware – for example a new scanner-, software or proceedings used by the contractor for the scanning process).

- 2) During the benchmarking / qualification process and upon request at any time during the contract for on-going quality control and characterization: Calibration scanning targets and/or sample photographs.

The Contractor will deliver the scanned digital images on either via USB Data Stick, CD, DVD and/or Hard Drive/Hard Disk devices. File format requirements details are provided in Annex “A2”.

All deliverables of final products must be approved and accepted by the Project Authority prior to payment.

All aerial photos will be picked up at the NAPL and returned to the NAPL office as described in ‘**TASKS**’.

SW5 Other Requirements of the SOW

SW5.1 Contractor`s Responsibilities

Scanning of black and white or color paper based contact prints of aerial photographs at a resolution of 800 dpi or 1200 dpi. Each photo has a size of about 10” x 10” or less.

It is the responsibility of the Contractor to demonstrate that they are equipped with the appropriate scanner device for the scanning of paper aerial based photos at the required resolution.

It is also the responsibility of the Contractor to operate the scanning device and to handle the NAPL aerial photos with maximum care and avoiding any kind of damage as scratches, cuts, etc.

The NAPL products must stay within the National Capital Region. The aerial photos were produced in the last 80 years at a very important cost and are irreplaceable in the sense that they contained historical data (photos of lands from the early 1920 to the 80's). Therefore, we want the Contractor to be fully responsible for these products while in their hands.

The Contractor will be responsible for the storage and for the transport of the NAPL aerial photos to and from contractor's site under climate controlled conditions. Air conditioned car is a must. The NAPL product must leave NAPL to go directly to



the Contractor for action and returned directly to NAPL and will not be left in the vehicle for any reasons. More details on environmental requirements are provided in Annex "A1".

The NAPL aerial photos must be picked-up and returned to NAPL by the Contractor at her/his own cost (or its employees), no postal or courier services will be accepted (such as Purolator, Fed Ex, etc).

Technical requirements details are described in "Annex "A2" -Technical Requirements".
The Benchmarking process is described in "Annex "A3" - Benchmarking and Appraisal".

SW6 Location of Work

Work shall be conducted within the National Capital Region.

SW7 Damaged NAPL Materials

It is the Contractor's responsibility to handle all NAPL materials (aerial photos and any other document) with maximum care in order to avoid any kind of damage or deterioration during transportation, scanning production process or during storage at Contractor's premises.

However, if any damage or deterioration will be produced at any time while the NAPL materials are in contractor care / possession, the Contractor has the obligation to inform the Crown in writing providing all details (for example the nature of damage(s), the incident that produced the damage, location an all other detail needed to understand the nature of the damage and the circumstances that triggered the incident).



ANNEX “A1” - ENVIRONMENTAL & PRESERVATION REQUIREMENTS

All NAPL aerial photos must be transported and stored in a clean, climate controlled environment. A relative humidity between 40% and 50% and temperatures between 17 and 22 degrees Celsius (61°F to 72°F) should be maintained at all times.

For the transportation between NAPL and the Contractor’s premises, the use of a vehicle equipped with a standard air condition system and heating system will be acceptable if properly operated.

All NAPL materials (as paper contact prints, films and glass plates) must be kept always in the original boxes. After scanning, all NAPL materials must be immediately returned in the original boxes and the boxes must be closed.

NAPL materials should never be exposed to direct Sun light or a direct heating system (as a heat radiator). Also the boxes containing NAPL materials should be kept away from direct Sun light or a direct heating system.

The working areas used for the scanning process should be clean and protected from chemical or dust pollution. For example no painting, solvents or other chemical should be manipulated in the same room.



ANNEX "A2" – TECHNICAL REQUIREMENTS

Since the reproductions should be fit for purpose (photogrammetry and photointerpretation), we can define their required characteristics in terms of:

- i) how well colours or shades of gray are effectively reproduced,
- ii) its positional accuracy or geometric distortion,
- iii) achieving specified resolutions, and iv) absence of artifacts.

1. Radiometry- -Ability to reproduce colour and/or shades of gray:

The scanned digital images must reproduce all tones of grey present in the original, including the whole range of tonal variation existing in highlights, shadows, and other areas of low contrast (areas where density values or gray levels are close to each other).

Directly related to the tonal range available on electronic reproductions is the number of bits used by the scanner and scanning system to represent those gray levels. 8 bits per pixel meets the requirement for a large number of originals and will be used for all scans of paper based contact prints in the frame of the present contract(s).

Coloured masters obey the same quantization requirement as above. Eight bits per pixel per primary colour (i.e. R, G, B.) for all scans of paper based contact prints. Thus the value of a coloured pixel requires 24 bits.

For the scanned digital images the requirement is to reproduce the whole range of tonal variation existing in the original. Consequently, modification of digitized pixel values by image processing techniques such as colour balance is not permitted and in fact it is considered an artifact to avoid.

Color (tonal) fidelity must be benchmarked and appraised during solicitation as described in Annex "A3" Benchmarking and Appraisal. Once contracts are in place, the Crown will inspect the delivered products. Work may be rejected if some tonal variation present on the original are lost in the process or if tonal/color deviations or anomalies are found.

2. Resolution and geometric distortions:

The requirement is to reproduce original reflective material electronically at 800 or 1200 DPI (Dots Per Inch) resolution as specified in the work order. To ensure that reproductions do not lack in resolution bidders must pass the resolution test as described in Annex "A3" (requirement M5-a). Failure to pass makes the proposal non-compliant.

In terms of positional accuracy or distortion, the requirement is twofold. First to analyze, and benchmark distortion, and second to ensure that distortion is not larger than a specified threshold in any axis along and across the scanning direction (M6-b). However, the lower the error the better. Bidders must go through the distortion tests as set forth in Annex "A3" (requirement R7).

3. Artifacts:

Although many types of artifacts can appear in the digitization of photographic material, reproductions must be free from artifacts produced by the physical environment. Scratches, fingerprints, dirt, dust, and stains, are examples of these.

Other low-level artifacts are caused by malfunctions of the equipment, or the software used to do the work. Reproductions must be free from missing scan lines, dead pixels, broken or misaligned features (i.e. thin lines such as train tracks misaligned where neighboring scan lines or scan areas join), and spurious features such as inexistent regions or banding.

At a higher level are artifacts introduced by improper operation, procedure, or training. Clipping or discarding pixel values lying on the scene, or modifying scanned pixel values to fit a particular histogram or gamma is not allowed. Colour balance,



image enhancement, or image compression must not be allowed to change the values of the pixels making up the scene as quantised by the scanner. Reproductions must be free from all artifacts caused by improper operation, training, and procedure.

An exception to some of the above is the area enclosing the scene. For example, the white border that surrounds the area where the fiducials are can be removed as long as it contains no information (i.e. no annotations). However, the area containing the fiducials must be scanned in its entirety, and extreme care must be taken to preserve the visibility and position of these marks. The same applies to any annotation blocks or areas, including those that may lie in the white border. Fiducials and any annotations must be clearly visible, and their sharpness must not be reduced by any processing (requirement M5).

ANNEX "A3" - Benchmarking and Appraisal describe the process used to assess the capability to produce artifact-free reproductions. The same annex discusses the quality control system which will be used by the Crown to detect artifacts once contracts are in place. Work may be rejected if artifacts are found.

4. *File format and physical media*

Electronic reproductions must be delivered in the TIFF format version 6.x, uncompressed, with no extensions, and in Intel byte order, either on Windows 7-compatible physical media, as specified in the work order. Physical media includes virus-free via USB Data Stick, CD, DVD and/or Hard Drive/Hard Disk.



ANNEX “A3” – BENCHMARKING AND APPRAISAL

The initial benchmarking and appraisal process require the submission of the documents listed on the “Mandatory Requirements” list and the scanning of 5 photos provided by NRCan (two aerial photo samples and three calibration targets).

1. *Scanning process, hardware, software and facilities*

Benchmarking and appraisal starts with the bidder’s submission of documents describing the facilities, equipment, software, processes/procedures, controls, and deliverables which will be used to reproduce the originals. This initial step will be used to assess the capacity and level of expertise of bidders.

The description of equipment (scanners) will be also used by NAPL to generate the required metadata for the delivered digital images. If a Contractor will use more than one scanner, a unique equipment identification code will be granted by the Crown for each scanner and all reproductions made by that equipment must contain its identification code (requirement M7). This information is needed in order to assign the appropriate metadata to the digital files delivered with each working batch.

The description of the equipment sought must include, for each scanner: Brand, Model, Model Number, Serial Number, format/dimensions of the materials capable of being scanned, optical resolutions available, all resolutions available (i.e. optical plus interpolation) bits per pixel per color, density range, and date last serviced (requirement M7). Software-wise the description should include, for each scanner, the software product (version included) used to scan.

Regarding facilities for storage and transportation, any equipment used to control temperature, humidity, and dust, if any, must be mentioned (requirement M2).

The scanning process and all operations involving manipulation and handling of originals must also be included. Any process or test designed to detect or prevent anomalies, their frequency and corrective measures must be described. Any preventive maintenance in place must be reported. Nil if none (requirement R4).

Furthermore, some of the information outlined above must be kept up to date by contractors as described at the end of this section (monitoring).

2. *Radiometry- -Ability to reproduce colour and/or shades of gray*

Radiometric fidelity or the ability to effectively reproduce the tones present in the original will be assessed and benchmarked using calibrated scanning targets and aerial photos. Reproductions made by bidders from these materials (one set of reproductions per scanner) will be analyzed by the Crown.

The calibrated target test must obtain a minimum number of gray levels to pass (M5-d). However, the more levels of gray being properly resolved the better (requirement R5), but the reproduced aerial photograph must be visually acceptable to NRCan staff. If found unacceptable, a fail mark will be issued and the proposal deemed non-compliant.

3. *Resolution and geometric distortions*

The second trial will be used to appraise and benchmark resolution. Effective resolution will be assessed by NRCan staff from reproductions made by the bidders from resolution charts ((such as the USAF 1951)) which will be provided by the Crown, and for each required resolution (e.g. 800 and 1200), grading will take place following the criteria outlined in requirement R6.

Just like with the radiometric test above, appraisal of resolution will also serve to establish a baseline of performance which will be used to control quality once contracts are awarded.



To measure distortion or positional accuracy a scanning target consisting of a grid or 'reseau' of points or marks whose geometric coordinates are known to a high-degree of certainty will be made available to bidders for reproduction. Errors in both orthogonal directions will be calculated and the minimum acceptable points will not be awarded if the calculated error is larger than the threshold as specified in requirement R7.

4. Artifacts

The last trial is geared towards the detection and evaluation of artifacts in reproductions. As discussed in Annex Y (Technical Requirements) a fail mark will be issued if artifacts are found unacceptable.

All reproductions made by bidders during solicitation will be visually inspected by NRCan staff in search for artifacts..

5. Quality Control after solicitation - Monitoring.-

Once the "standing offer list" and contracts are in place work must continue to be of the same or better grade as is embedded in this Statement of Work. To ensure such high standard two mechanisms have been envisaged: monitoring of delivered work and keeping baselines up to date.

Monitoring basically involves comparing reproductions from contractors against their baselines, and assessing whether these are within their benchmark or not. Work may be rejected if found below the benchmark.

The reproductions that are used for comparison are aerial photos and also scanning targets similar to those used to appraise and benchmark during solicitation. In particular, the Crown requires the scanning of a densitometric wedge once per week except during idle weeks (weeks with no work orders). Other calibration targets may be required to be scanned at other times.

For example, whenever scanners are repaired or replaced with a new scanner(s), scanning targets similar to those used during initial appraisal and benchmarking (i.e. during solicitation) may need to be scanned and their reproductions delivered to the Crown for benchmarking and assessment. No originals can be reproduced using the new or the repaired equipment before the Crown authorizes it. Failure to perform at a level at least equal to the one achieved during solicitation must be resolved at the Crown's satisfaction prior to authorization.

In the case of new scanners, new equipment identification code(s) will be granted. This code is not only identifying origin for traceability purposes, but it can also be thought as the Crown's authorization to reproduce originals on the scanner it identifies. In fact, a contractor must not do reproduction work on a scanner having no identification code.

Upgrades to and repairing existing equipment also requires updating the date last serviced datum kept by the Crown as well as a description of the upgrade/repair. Changing the software used to produce the electronic reproductions must also be reported (requirement M7). Software upgrades need not be reported. Only moving to another software (like another brand) has to be reported.

Finally, it is important to point out that to be able exert quality control the Crown has the right to stop any contractor from reproducing originals at any time during the contract. Production must not resume until the problem that called for a stop in the first place is resolved to the Crown's satisfaction.



ANNEX “B” – BASIS OF PAYMENT

1. General Information

1.1 Taxes as Related to Bids Received

For Canadian-based Offerors, prices/rates, as applicable, **MUST** be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable **included**, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, **excluded**;

For foreign-based Offerors, prices/rates, as applicable, **MUST** be firm (in Canadian funds) and **exclude** Canadian customs duties, excise taxes and GST or HST, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based Offerors;

2. Offeror Financial Offer – Pricing Details to be Completed by the Offeror

The Offeror hereby offers to Natural Resources Canada, as requested by the Minister, to furnish all necessary expertise, supervision, materials, equipment and other things necessary to perform the work as described in the Statement of Work of the Request for Standing Offer and in accordance with the terms and conditions of the Request for Standing Offer, to the satisfaction of the Minister, or his authorized representative, for the following price(s):

The Offeror is required to provide firm, **all-inclusive rates**, in CANADIAN FUNDS, GST/HST extra. Bidders will not be reimbursed for any Travel and Living Expenses. The format for submitting rates should conform to the following grid.

The Offeror must include the cost of the physical media used to deliver the digital scanned images (USB Data Stick, CD, DVD and/or Hard Drive/Hard Disk).

3.1 Firm Rates

Requirement	Estimated % of usage	Firm Rates for 800 dpi	Firm Rates for 1200 dpi
Stream 1: Price per Photo	5%	\$	\$
Stream 2: Price per Photo by batch of 1000	3%	\$	\$
Stream 2: Price per Photo by batch of 5000	92%	\$	\$



ANNEX "C" – INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by



registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX "D" – VENDOR PERFORMANCE EVALUATION

Call-up Number: _____

Details of Requirement: _____

Date: _____

	Strongly Disagree (40%)	Disagree (60%)	Agree (80%)	Strongly Agree (100%)
The photos reproduction were to our satisfaction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The photo reproduction required no do-overs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The SO Holder delivered on schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
There were no equipment issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Any other comments?
