



September 10, 2013

20-13-6001

LETTER OF INVITATION

Dear Sir/Madam:

The Department of Indian Affairs and Northern Development (DIAND) invites you to submit a proposal for the following work:

Research Analysis, Research Services and Document Management Services to the Eastern Litigation Directorate (Individuals).

DIAND intends to award up to twenty (20) Standing Offer Agreements (SOA) pursuant to this process.

Under companion solicitation 20-13-6002, Set-Aside pursuant to the Procurement Strategy for Aboriginal business (PSAB), DIAND intends to award four (4) competitive SOA to qualified Aboriginal Businesses.

In the event the required number of award is not attained as a result of the set-aside solicitation 20-13-6002 DIAND reserves the right to award up to an additional four (4) SOA pursuant to this process, for a total of up to twenty four (24) SOAs.

The proposal shall be in accordance with the requirements of the attached Instructions to Bidders, Mandatory Requirements, Proposal Evaluation Criteria, Assigned Weights and Selection Methodology, Articles of Agreement, General Conditions, Supplementary Conditions, Terms of Payment, Statement of Work, Intellectual Property, and the Federal Contractor's Program for Employment Equity.

Please ensure that your proposal is complete in all respects and includes all information required for a comprehensive evaluation in accordance with the criteria described in the Selection and Evaluation Criteria attached.

Tous les documents de cet appel d'offres sont aussi disponibles dans la langue française. / All Request for Proposal documents associated with this proposal call are also available in the French language.

Bidders should indicate in their proposal the official language(s) in which they can provide the services. The successful Bidder(s) must be able to provide their services in one of the Official Languages of Canada.

The price(s) quoted in the financial proposal are to be expressed as a fixed per diem rate(s) for the Work described in Appendix "D", Statement of Work, in accordance with the Instructions to Bidders and Appendix "C", Terms of Payment attached herein. The fixed per diem rate(s) must include all payroll, overhead costs and profits required to complete the Work.

The invited bidders shall not introduce in their proposal cost elements which are not requested in this proposal call.

The price(s) quoted shall include any and all applicable taxes, subject to the following:

- a) The proposal shall expressly indicate whether the Contractor is a registrant in the Federal Goods and Services Tax Program or the Harmonized Sales Tax Program and, if so, shall set out the registration number.

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- b) If the bidder is so registered, the proposal shall make separate reference to any amounts to be charged on account of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST).

Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) shall be delivered to the following address, on or before **15:00 hrs, Eastern Daylight Time (EDT), October 22, 2013:**

Mailing Address:

Department of Indian Affairs and Northern Development
c/o Heritage Canada
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

Location:

Heritage Canada (Acting as the Bid Receiving Agent on behalf of DIAND)
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

In order to be considered, proposals or any amendments thereto must be received at the above address on or before the exact time and date set for the receipt of proposals. Late proposals will be returned unopened to senders.

Due to enhanced security measures for visitors to the building, the Procurement Officer has made the necessary arrangements with the building security/Commissionaires to allow Bidders, who choose to deliver their proposals by hand, access to the above location address during normal business hours (8:00 am to 4:00 pm). Proposals that are sent in by mail or by courier are routed through the Departmental Mail Room.

Proposals submitted by facsimile, electronic mail or by other means of electronic transmission shall not be accepted. However, proposals may be amended by facsimile or electronic means if such amendment is received prior to the closing date and time set herein for receipt of proposals.

No extension to the closing date and time for the receipt of proposals will be given unless the Department is responsible for an omission or an error in the tender documents significant enough in nature to warrant an extension of the bid closing date to allow bidders sufficient time to review their proposals. Bidders are therefore requested to submit, in writing, any technical-type questions concerning this proposal call at least 7 working days prior to the tender closing date to enable final preparation and submission of proposals in time to meet the closing deadline.

Please note that the lowest priced, or any, proposal will not necessarily be accepted.

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Céline Viner by facsimile at 819-953-7830, or by e-mail at celine.viner@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

LETTER OF INVITATION

Yours sincerely,

Céline Viner
Senior Contracting Officer
Aboriginal Affairs and Northern Development Canada
10 Wellington Street
Gatineau, QC K1A 0H4

Attach.

INSTRUCTIONS TO BIDDERS

1. This Request for Proposal (RFP) package consists of the components described below:

RFP PACKAGE CONTENTS	
COMPONENT	DESCRIPTION
<u>Selection and Evaluation Criteria</u>	Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.
Articles of Agreement	
Appendix A : General Conditions Appendix B : Supplementary Conditions Appendix C : Terms of Payment Appendix D : Statement of Work Appendix E : Intellectual Property Appendix F : Travel Expense Information	This material is provided for your information only. It details the specific Contract/Standing Offer Agreement/Supply Arrangement terms and conditions you will be bound by if you are a successful Bidder. You do not need to return this information with your proposal.
Appendix C-1: Terms of Payment - Fee Schedule Tables	Bidder MUST complete the Appendix “C-1”, Fee Schedule Tables and submit it with the Bidder’s Financial Proposal.
Annex A :	Certificate of Independent Bid Determination Bidders MUST complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".
Annex B:	Security Requirement Checklist and IT Security Safeguard Requirements Pursuant to the Government of Canada Security Policy the nature of the services to be provided under SOA requires a Government of Canada Security Requirement Clearance and IT Security Safeguard Requirements as indicated at Annex “B”.
Annex C: Annex D:	Database Coordination Tasks Tombstone Coding Protocol Guide This material is provided for your information only. You do not need to return this information with your proposal.
Annex E:	Document Scanning Specifications

INSTRUCTIONS TO BIDDERS

2. Bidders must provide all information necessary for DIAND to evaluate their proposals and for their proposals to be considered by DIAND, as indicated in this Request for Proposals (RFP). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable DIAND to complete its evaluation.
3. **Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) must be delivered on or before the date and time stipulated in the Letter of Invitation.** Electronically transmitted bids will not be accepted.

4. **Tender Envelope Submissions**

Bidders must clearly identify, on the envelope containing their Technical Proposal, the following:

Technical Proposal

- RFP Number: 20-13-6001
- Project Name: Research Analysis, Research Services and Document Management Services to the Eastern Litigation Directorate
- Closing Date: October 22, 2013
- *“Tender Documents Enclosed”*
- *Bidders Name and Address*

Bidders must clearly identify, on the envelope containing their Financial Proposal, the following:

Financial Proposal

- RFP Number: 20-13-6001
- Project Name: Research Analysis, Research Services and Document Management Services to the Eastern Litigation Directorate
- Closing Date: October 22, 2013
- *“Tender Documents Enclosed”*
- *Bidders Name and Address*

5. **Bidder’s GST/HST Registration Number**

Bidders registered in the Federal Goods and Services Tax Program or the Harmonized Sales Tax Program shall set out the registration number in their proposal.

6. **Language of Contractual Documents**

Should your bid be successful following the evaluation process, the language of the contractual documents will be the same as the language you chose to use in your proposal.

7. **Proposal Signatures**

In order to be considered, proposals must be signed by the Bidder or by an authorized representative of the Bidder. If a proposal is being submitted by a joint venture, the proposal must clearly state that it is submitted as a joint venture and must be signed by all members of the joint venture, or, a statement must be provided to the effect that the signatory represents all members of the joint venture.

INSTRUCTIONS TO BIDDERS

8. Legal Capacity

The Bidder/Offeror must have the legal capacity to contract. If the Bidder/Offeror is a sole proprietorship, a partnership or a corporate body, the Bidder/Offeror must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders/offerors submitting a bid as a joint venture.

9. Debriefing

A debriefing will be provided, on request, only following entry by the Department of Indian Affairs and Northern Development (DIAND) into a contractual arrangement with the successful Bidder(s). Should a Bidder desire a debriefing, the Bidder must contact Céline Viner by fax at 819-953-7830 or by email at celine.viner@aadnc-aandc.gc.ca within fifteen (15) working days of receipt of notification that their bid was unsuccessful. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

10. Bidders Recourse

If, despite the information provided during the debriefing, a Bidder is still dissatisfied with the Department's handling of the procurement, the following recourse mechanisms are available:

- 10.1 in the case of all procurements, unsuccessful bidders have the right to file a written complaint with the Departmental Procurement Review Committee, Department of Indian Affairs and Northern Development;
- 10.2 in the case of procurements subject to the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada - Chile Free Trade Agreement (CCFTA) or the Canada - Peru Free Trade Agreement (CPFTA), unsuccessful bidders have the right to file a written complaint with the Canadian International Trade Tribunal; and/or
- 10.3 in the case of procurements not subject to trade agreements, unsuccessful bidders have the right to bring action in Federal Court.

Bidders are requested to contact the Procurement Official identified in the Request for Proposals, Letter of Invitation for further information regarding complaint filing procedures.

11. Bid Validity Period

- 11.1 Bids will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- 11.2 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive Bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- 11.3 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

INSTRUCTIONS TO BIDDERS

- 11.4 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either: (a) continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or (b) cancel the solicitation; or (c) cancel and re-issue the solicitation.

12. Receipt and Custody of Proposals

- 12.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.
- 12.2 Proposals received after the closing time will not be considered and will be returned unopened to the sender.
- 12.3 Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned.
- 12.4 All proposals as described in 12.3 above are subject to the provisions of the *Access to Information Act*.

13. Compliance with Request for Proposals Instructions, Clauses and Conditions and Resulting Service Contract/Standing Offer Agreement/Supply Arrangement Terms and Conditions

Bidders who submit a proposal in response to this Request for Proposals agree to be bound by the instructions, clauses and conditions of this solicitation and accept the terms and conditions of the resulting Service Contract/Standing Offer Agreement/Supply Arrangement. Proposals not in compliance with this requirement will be deemed to be non-compliant and given no further consideration.

14. Cost Limitations

- 14.1 **Request for Proposal Stage:** Bidders who are currently under Standing Offer Agreements, Supply Arrangements or Service Contracts with other programs within DIAND for the provision of services similar to those set out in the RFP shall not offer in this proposal call rates that exceed those rates established in their current contractual agreements. Bidders may, however, introduce new rates for those time periods that are not currently covered by existing Standing Offer Agreements, Supply Arrangements or Service Contracts.
- 14.2 **Upon Award:** It is understood and agreed, that the Bidder/Contractor has not/shall not, for the purpose of this agreement, introduce time rates that exceed those rates which have been established under any other Standing Offer Agreements, Supply Arrangements or Service Contracts currently in force between the Bidder/Contractor and other programs within DIAND for the provision of similar services over the same time periods as those set out in this Standing Offer Agreement.

15. Basis of Fees and Cost Quotation

- 15.1 The price(s) quoted in the financial proposal must be expressed in terms of fixed per diem rate(s) based on a 8.0 hour day for each member of the project team - if applicable - assigned to perform the Work under the Standing Offer Agreement.
- 15.2 At no time will time rates include such things as travel/miscellaneous expenses, or GST/HST as such practices inflate time rates, do not reflect market/going rates and may prejudice against a Bidder from being awarded a Standing Offer Agreement.

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15.3 The fixed per diem rate(s) will be inclusive of all payroll, overhead costs and profits required to complete the Work (Note: fixed per diem rate(s) are not to be quoted as ranges).

16. 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 [HRSDC-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.

17. Option to Extend Standing Offer Agreement

17.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by two (2) additional one (1) year periods under the same terms and conditions.

17.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Standing Offer Agreement expiry date.

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

18. Standing Offer Agreement Award

In order to respond quickly and flexibly to the needs and priorities of the Department, DIAND is seeking to qualify multiple Individuals capable of deploying a qualified resource for the provision of Litigation Research Analysis, Litigation Research Services and Document Management Services, as defined in Appendix "D", Statement of Work (SOW). **Current valid Standing Offer Agreements (SOAs) held by Individual suppliers will terminate upon Award of SOA(s) resulting from this solicitation.**

Bidders on previous DIAND Request for Proposal (RFP) for these services should note that the structure of this RFP differs from those in the past. Below is a list of major changes.

The Department intends to award up to twenty (20) Standing Offer Agreements as a result of this proposal call.

18.1 There are two (2) categories of Resources associated with this RFP:

1. Research Analysis; and
2. Research Services.

Bidders may propose against **one (1) or two (2)** of the following Service Streams:

- **Stream 1** – Research Analysis, Research Services and Document Management; **OR**
- **Stream 2** – Research Services and Document Management.

A separate proposal is not required to propose against both Service Streams, however, Bidders **must** clearly indicate in their Proposal against which Service Stream(s) they are proposing. Bidders are also encouraged to carefully review the Criteria required for each Service Stream to ensure their Proposal is well structured and addresses all requirements for the Service Stream(s) in which they are proposing.

Each Service Stream will be evaluated separately against a distinct set of Criteria. Please be advised that

INSTRUCTIONS TO BIDDERS

Bidders proposing and successful in **both** Service Streams will be eligible for award of a single SOA for the provision of **Stream 1 only**.

Bidders may **not** propose more than one (1) Individual under this competition. The same Individual may **not** be named under more than one (1) Proposal.

In the event of submission of a Resource by a company Bidder (as opposed to a Resource bidding by themselves), the Proposal **MUST** include a certification from the resource that they are aware and agree to be submitted in the Proposal and that they have reviewed their CV and it is accurate.

18.2 Following SOA Award, the Contractor may subcontract upon LMRB's prior authorization, and review and approval of the qualifications of the proposed subcontracted resource.

18.3 All resulting Contractors are expected to provide Document Management services. Document Management services will be charged on a per diem basis rather than on a per item basis. Document Management rates will be formally evaluated by DIAND as part of the Bidders' over all Financial Evaluation for all required services.

18.4 Resource experience in database research alone will not be deemed sufficient evidence of research experience at the level of complexity LMRB requires.

19. Bidder Notification

Bidders will be notified in writing of the successful Contractor(s) name and address, once the Department has completed the evaluation of all valid bids received.

20. Intellectual Property

The Department of Indian Affairs and Northern Development has determined that any Intellectual Property arising from the performance of the Work under the Standing Offer Agreement will vest in Canada for the following reason: the Contractor has declared in writing that the Contractor is not interested in owning the Intellectual Property Rights in Foreground Information.

21. Security Requirements

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Supply 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 (attached hereto as Annex C); and

INSTRUCTIONS TO BIDDERS

- 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:

CERTIFICATION	
<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 Reliability Status agree to be sponsored by the Department to obtain the required Security Screening prior to providing services under any resulting contract.</p>	
<p>_____</p>	<p>_____</p>
<p>Name of Duly Authorized Representative (Print)</p>	<p>Signature of Duly Authorized Representative</p>
<p>_____</p>	<p>_____</p>
<p>Title</p>	<p>Date</p>

Prior to commencing work under the contract, 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

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INSTRUCTIONS TO BIDDERS

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.

22. Former Public Servants In Receipt of a Lump Sum Payment or Government Pension

Bidders who are contracting as an individual; a Corporation/Partnership or, a Sole Proprietorship with a Major Controlling Interest in the Contracting Entity that are either:

- a) a former public servant in receipt of a lump sum payment package; or
- b) a former public servant in receipt of a government pension

must provide, as part of their technical proposal, the following information regarding their status as a former public servant:

- a) if applicable, termination date, amount of lump sum payment incentive and lump sum payment period; and/or
- b) date of retirement: Month/Day/Year

23. Communications during Request for Proposal Tendering Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Céline Viner by facsimile at 819-953-7830, or by e-mail at celine.viner@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

SELECTION AND EVALUATION CRITERIA

1. SELECTION AND EVALUATION METHODOLOGY

- 1.1** Four (4) hard copies of the Bidder's Technical Proposal and one (1) hard copies of the Bidder's Financial Proposal **MUST** be delivered to the specified address on or before the date and time as stipulated in the Letter of Invitation. Electronically transmitted bids will not be accepted.
- 1.2** Bidders **MUST** ensure that their Proposal provides sufficient evidence for DIAND to assess the compliance of the Proposal with the criteria listed in this Request for Proposal (RFP). It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable DIAND to complete its evaluation.
- 1.3** Bidders **MUST** include any reference material they wish to be considered for evaluation **within** their Proposal. Any material or documents outside the Proposal **will not** be considered. For example, should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material **MUST** be included within the Proposal. URL links to the Bidder's website **will not** be considered by the DIAND Evaluation Committee.
- 1.4** To meet the requirements described herein, the experience of the Bidder **MUST** be work for which the Bidder provided services to clients exterior to the Bidder's own organization. Internal business development projects will not be accepted. If this experience was obtained as a sub-Contractor or employee while working on behalf of another organization, the relationship between the Resource, the other organization and the end client must be clearly indicated.
- 1.5** Research done to fulfil an academic requirement **does not** qualify as professional work experience. However, paid research that is done in an educational setting or for an entity that is affiliated with an academic institution **does** qualify as professional work experience. Co-op terms are considered work experience provided they are related to the required services.
- 1.6** **Listing experience without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.** Bidders are advised that the month(s) of individual Resource experience listed for a project in which the time frame overlaps that of another referenced project for the same named Resource will only be counted once. For example: Project #1 time frame is July 2003 to December 2003; Project #2 time frame is October 2003 to January 2004; the total months of experience for these two project references is seven (7) months.
- 1.7** Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Bidder on the part of the DIAND Bid Evaluation Committee will be taken into consideration.
- 1.8** Bidders may propose against **one (1) or two (2)** of the following Service Streams:
- **Stream 1** – Research Analysis, Research Services and Document Management; **OR**
 - **Stream 2** – Research Services and Document Management.

Each Service Stream will be evaluated separately against a distinct set of Mandatory Requirements and Point-Rated Criteria detailed in sections 1.10 and 1.11 below.

A separate proposal is not required to propose against both Service Streams, however, Bidders must clearly indicate in their Proposal against which Service Stream(s) they are proposing. Bidders are also encouraged to carefully review the Criteria required for each Service Stream to ensure their Proposal is well structured and addresses all requirements for the Service Stream(s) in which they are proposing.

Please be advised that Bidders proposing and successful in both Service Streams will be eligible for award of a

SELECTION AND EVALUATION CRITERIA

single SOA for the provision of Stream 1 only.

NOTE: Bidders may **not** propose more than one (1) Individual under this competition. The same Individual may **not** be named under more than one (1) Proposal.

In the event of submission of a Resource by a company Bidder (as opposed to a Resource bidding by themselves), the Proposal **MUST** include a certification from the resource that they are aware and agree to be submitted in the Proposal and that they have reviewed their CV and it is accurate.

1.9 Each Proposal will be evaluated separately, against the Mandatory Requirements and Point-Rated Criteria for each Service Stream against which the Bidder has indicated it wishes to provide services. Within each Service Stream, the Selection and Evaluation Process for Proposals consists of the following four (4) stages:

- Stage 1 -** Bidders will be evaluated on Mandatory Requirements M1-M3.
- Stage 2 -** Bidders meeting ALL of M1-M3 will be evaluated on the basis of Point-Rated Criteria R1-R4.
- Stage 3 -** Bidders meeting the pass mark of 70% for Point-Rated Criteria R1-R4 (inclusive) will be evaluated on the basis of their Financial Proposal.
- Stage 4 -** Bidders meeting the overall pass mark of 70% for Point-Rated Criteria R1-R5 (including price) will be considered for SOA Award.

Bidders failing to meet the requirements at any stage will be deemed to be non-compliant at that stage and will be given no further consideration.

1.10 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 the Point-Rated Criteria. Bidders are encouraged to address elements expressed by “**should**”.

1.11 MANDATORY REQUIREMENTS

A Bidder’s Proposal **MUST** meet **ALL** Mandatory Requirements in order for the Proposal to be deemed compliant and considered for further evaluation. Failure on the part of the Bidder to meet any one (1) of the Mandatory Requirements will result in its Proposal being deemed non-compliant, with the Proposal being given no further consideration.

Bidders must complete, sign and submit, as part of their technical proposal package the following:

1. The Certificate of Independent Bid Determination attached hereto as Annex "A"

Each Service Stream will be evaluated separately against the Stream’s following set of Mandatory Requirements.

Stream 1 – Research Analysis, Research Services and Document Management		
Mandatory Requirement	Page	COMPLIANT

SELECTION AND EVALUATION CRITERIA

	(YES/NO)
<p>M1 Proposed Resource</p> <p>The Bidder MUST name within its Proposal one (1) Resource, who MUST meet all of DIAND’s minimum qualification requirements for the Research Analysis and Research Services Resource Categories, as described in section 8.2 ‘Resource Categories and Qualifications’ of Appendix ‘D’, Statement of Work.</p> <p><u>The Individual resource named in the Bidder’s Proposal MUST demonstrate the minimum qualification requirement of full-time professional work experience for each Resource Category consecutively, such that the Individual possesses a total of 16 months full-time experience (12 months in Research Analysis; 4 months in Research Services).</u></p> <p>The Bidder MUST include within its Proposal a current detailed curriculum vitae (CV) for the proposed Resource named in its Proposal.</p> <p>The CV MUST include:</p> <ul style="list-style-type: none"> a) Relevant work experience (chronologically indicated in years/months, e.g. May 2005 to March 2006), including a brief description of the services provided and for whom; b) Language capabilities (English and French) and degree of fluency (written, oral, and reading comprehension); and c) Relevant academic and professional attainments of the proposed Resource in relation to DIAND’s requirements as defined within the RFP. All formal training should be listed chronologically; the title of the course or program and duration in days or months should be included. <p>The Bidder MUST use Table M1 – Proposed Resource - below for the submission of Resource information. <i>Bidders may add additional rows to Table M1 to include all relevant information for the proposed Resource.</i></p>	

Table M1 – Proposed Resource

Stream 1 – Research Analysis, Research Services and Document Management
Name:
Language capabilities (English and/or French) and degree of fluency (written, oral, and reading comprehension):
Research Analysis
Undergraduate degree in the humanities, social sciences or law

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Topic Area	Description of Associated Education	Dates/Duration (in years/months)	Reference to CV
Full-time professional work experience conducting Research Analysis related activities in the area of Aboriginal relations with the Crown			
Client Organization	Description of Services Provided	Dates/Duration (in years/months)	Reference to CV
Research Services			
Full-time, post-secondary education in the humanities, social sciences or law			
Topic Area	Description of Associated Education	Dates/Duration (in years/months)	Reference to CV
Full-time professional work experience conducting Research Services related activities in the area of Aboriginal relations with the Crown			
Topic Area/ Client Organization	Description of Services Provided	Dates/Duration (in years/months)	Reference to CV

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Stream 1 – Research Analysis, Research Services and Document Management		
Mandatory Requirement	Page #	COMPLIANT (YES/NO)
<p>M2 Resource Project Summaries</p> <p>At the Resource level, the Bidder MUST provide two (2) different written project summaries: one (1) describing in detail a Resource’s previous/current experience in successfully providing similar Research Analysis as described in Appendix D, Statement of Work, during the past five (5) years; and one (1) in Research Services, as described in Appendix D, Statement of Work, during the past five (5) years (dates calculated on the closing date of the RFP).</p> <p>A different project summary MUST be provided for each category of service/resource. Only one (1) project summary per category, presented first in order within the Bidder’s Proposal, will be evaluated.</p> <p>Within each project summary provided, the Bidder MUST indicate (a-h):</p> <ul style="list-style-type: none"> a) the name and a brief description of the client organization; b) a brief description of the scope and complexity of the project; c) the dates/duration (in years/months) of the project; d) the total Resource level of effort (in days) for the duration of the project; e) a description of the services provided by the Resource during the project; f) a summary of the project objectives, needs, and issues which necessitated the contribution of the Resource; g) the outcome and results of the Resource’s contribution, together with the extent to which the project finished on-time, on-budget and in accordance with the established project goals; and h) the name, title, e-mail address and telephone number of the client project authority to whom the Resource reported. <p>The Bidder MUST use Table M2 – Resource Project Summary Form – for each Project Summary submitted. The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Table. The Bidder should copy Table M2 as required</p> <p><i>DIAND reserves the right to contact the named client project authorities to verify the accuracy and veracity of the information provided in the Bidder’s Proposal, by means of a series of standardized questions posed to the authority. Should DIAND choose to contact the project authorities and should one (1) or more named client project authority provide a negative reference regarding the accuracy or veracity of the Bidder’s Proposal, the Proposal will be deemed non-compliant and given no</i></p>		

SELECTION AND EVALUATION CRITERIA

<i>further consideration.</i>		
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Resource Project Summary Form

Table M2 – Resource Project Summary Form: Bidders may provide additional detail as necessary; however projects submitted **MUST** contain at least the information required in **Mandatory Requirement M2 (a-h)**.

Stream 1 – Research Analysis, Research Services and Document Management			
Resource Name:		Project Name:	
Resource Category:	Research Analysis <input type="checkbox"/> Research Services <input type="checkbox"/>		
Client Organization [a]:			
Project Scope [b]:			
Dates/Duration [c]: (in years/months)		Level of Effort (Days) [d]:	
Services provided by the Resource during the project [e]			
Project objectives, needs and issues [f]			
Extent and Role of the Resource’s involvement in the Assignment, including project outcome and results [g]			
Client Project Authority (to whom the Resource reported) Name, Title, E-mail address, Phone Number [h]			

SELECTION AND EVALUATION CRITERIA

Standardized Client Project Authority Reference Questions

As indicated under **Mandatory Requirement M2**, DIAND reserves the right to contact the named client project authorities to verify the accuracy and veracity of the information provided in the Bidder's Proposal, by means of the following series of standardized questions posed to the authority. Should DIAND choose to contact the project authorities and should one (1) or more named client project authorities provide a negative reference regarding the accuracy or veracity of the Bidder's Proposal, the Proposal will be deemed non-compliant and given no further consideration.

1. Your name was provided as a reference for **<INSERT NAME OF BIDDER/RESOURCE >**, with regard to a sample of a project that this **<BIDDER/RESOURCE>**, has performed for you, in relation to a Request for Proposals from the Department of Indian Affairs and Northern Development.

<INSERT NAME OF PROJECT/WORK> was the project/work which was submitted to the Department of Indian Affairs and Northern Development, a department of the Government of Canada.

Were you aware that **<INSERT NAME OF BIDDER/RESOURCE >** had provided your name as a reference in relation to their bid?

Do you confirm that **<INSERT NAME OF BIDDER/RESOURCE >** completed this work for your organization - **<INSERT NAME OF PROJECT/WORK>** - during this time period **<INSERT PROJECT/WORK MONTH/YEAR>** **<INSERT PROJECT/WORK END MONTH/YEAR>**?

2. The services in relation to this bid involve the provision of Litigation Research Analysis and Litigation Research Services to the Department of Indian Affairs and Northern Development.

Do you feel that you are capable of providing a fair, unbiased and informed reference for **<INSERT NAME OF BIDDER/RESOURCE >**, given your direct knowledge of this previous experience in providing these types of Services?

3. With specific regard to **<INSERT NAME OF BIDDER/RESOURCE >**, to the best of your knowledge, was **<INSERT NAME OF BIDDER/RESOURCE >** successful in fulfilling its project deliverables / work within the agreed time frame and budget?

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Stream 1 – Research Analysis, Research Services and Document Management		
Mandatory Requirement	Page #	COMPLIANT (YES/NO)
<p>M3 Understanding and Proposed Approach and Methodology</p> <p>The Bidder MUST indicate, through a written description of approximately 1,000 words, its understanding of the role and purpose of the provision of Litigation Research Analysis and Litigation Research Services within DIAND as stated in the RFP, together with the Bidder’s proposed approach and methodology to be utilized in the provision of said services to DIAND under any resulting Standing Offer Agreement.</p> <p>The Bidder’s description MUST be sufficiently detailed to enable DIAND to assess it against the evaluation factors outlined in Point-Rated Criterion R3 below.</p> <p>The Bidder may draw on all of its experience in the development of this description, not just the experience gained in the last 5 or 10 years.</p> <p>Repetition of text from the Statement of Work will not be accepted as a demonstration of the Bidder's understanding of the requirements.</p>		

Stream 2 – Research Services and Document Management		
Mandatory Requirement	Page #	COMPLIANT (YES/NO)
<p>M1 Proposed Resource</p> <p>The Bidder MUST name within its Proposal one (1) Resource, who MUST meet all of DIAND’s minimum qualification requirements for the Research Services Resource Category, as described in section 8.2 ‘Resource Categories and Qualifications’ of Appendix ‘D’, Statement of Work.</p> <p>The Bidder MUST include within its Proposal a current detailed curriculum vitae (CV) for the proposed Resource named in its Proposal.</p> <p>The CV MUST include:</p> <ul style="list-style-type: none"> a) Relevant work experience (chronologically indicated in years/months, e.g. May 2005 to March 2006), including a brief description of the services provided and for whom; b) Language capabilities (English and French) and degree of fluency (written, oral, and reading comprehension); and c) Relevant academic and professional attainments of the proposed Resource in relation to DIAND’s requirements as defined within the RFP. All formal training should be listed chronologically; the title of the course or program and duration in days or months should be included. 		

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<p>The Bidder MUST use Table M1 – Proposed Resource - below for the submission of Resource information. <i>Bidders may add additional rows to Table M1 to include all relevant information for the proposed Resource.</i></p>		
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Table M1 – Proposed Resource

<p>Stream 2 – Research Services and Document Management</p>			
<p>Name:</p>			
<p>Language capabilities (English and/or French) and degree of fluency (written, oral, and reading comprehension):</p>			
<p>Research Services</p>			
<p>Full-time, post-secondary education in the humanities, social sciences or law</p>			
<p>Topic Area</p>	<p>Description of Associated Education</p>	<p>Dates/Duration (in years/months)</p>	<p>Reference to CV</p>
<p>Full-time professional work experience conducting Research Services related activities in the area of Aboriginal relations with the Crown</p>			
<p>Topic Area/ Client Organization</p>	<p>Description of Services Provided</p>	<p>Dates/Duration (in years/months)</p>	<p>Reference to CV</p>

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Stream 2 – Research Services and Document Management		
Mandatory Requirement	Page #	COMPLIANT (YES/NO)
<p>M2 Resource Project Summary</p> <p>At the Resource level, the Bidder MUST provide one (1) written project summary describing in detail a Resource’s previous/current experience in successfully providing similar Research Services, as described in Appendix D, Statement of Work, during the past five (5) years (calculated on the closing date of the RFP).</p> <p>Only one (1) project summary, presented first in order within the Bidder’s Proposal, will be evaluated.</p> <p>Within the project summary provided, the Bidder MUST indicate (a-h):</p> <ul style="list-style-type: none"> a) the name and a brief description of the client organization; b) a brief description of the scope and complexity of the project; c) the dates/duration (in years/months) of the project; d) the total Resource level of effort (in days) for the duration of the project; e) a description of the services provided by the Resource during the project; f) a summary of the project objectives, needs, and issues which necessitated the contribution of the Resource; g) the outcome and results of the Resource’s contribution, together with the extent to which the project finished on-time, on-budget and in accordance with the established project goals; and h) the name, title, e-mail address and telephone number of the client project authority to whom the Resource reported. <p>The Bidder MUST use Table M2 – Resource Project Summary Form – for the Project Summary submitted. The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Table. The Bidder should copy Table M2 as required.</p> <p><i>DIAND reserves the right to contact the named client project authorities to verify the accuracy and veracity of the information provided in the Bidder’s Proposal, by means of a series of standardized questions posed to the authority. Should DIAND choose to contact the project authorities and should one (1) or more named client project authority provide a negative reference regarding the accuracy or veracity of the Bidder’s Proposal, the Proposal will be deemed non-compliant and given no further consideration.</i></p>		

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Resource Project Summary Form

Table M2 – Resource Project Summary Form: Bidders may provide additional detail as necessary; however projects submitted **MUST** contain at least the information required in **Mandatory Requirement M2 (a-h)**.

Stream 2 – Research Services and Document Management			
Resource Name:		Project Name:	
Resource Category:	Research Services		
Client Organization [a]:			
Project Scope [b]:			
Dates/Duration [c]: (in years/months)		Level of Effort (Days) [d]:	
Services provided by the Resource during the project [e]			
Project objectives, needs and issues [f]			
Extent and Role of the Resource’s involvement in the Assignment, including project outcome and results [g]			
Client Project Authority (to whom the Resource reported) Name, Title, E-mail address, Phone Number [h]			

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Standardized Client Project Authority Reference Questions

As indicated under **Mandatory Requirement M2**, DIAND reserves the right to contact the named client project authorities to verify the accuracy and veracity of the information provided in the Bidder's Proposal, by means of the following series of standardized questions posed to the authority. Should DIAND choose to contact the project authorities and should one (1) or more named client project authorities provide a negative reference regarding the accuracy or veracity of the Bidder's Proposal, the Proposal will be deemed non-compliant and given no further consideration.

1. Your name was provided as a reference for **<INSERT NAME OF BIDDER/RESOURCE >**, with regard to a sample of a project that this **<BIDDER/RESOURCE>**, has performed for you, in relation to a Request for Proposals from the Department of Indian Affairs and Northern Development.

<INSERT NAME OF PROJECT/WORK> was the project/work which was submitted to the Department of Indian Affairs and Northern Development, a department of the Government of Canada.

Were you aware that **<INSERT NAME OF BIDDER/RESOURCE >** had provided your name as a reference in relation to their bid?

Do you confirm that **<INSERT NAME OF BIDDER/RESOURCE >** completed this work for your organization - **<INSERT NAME OF PROJECT/WORK>** - during this time period **<INSERT PROJECT/WORK MONTH/YEAR>** **<INSERT PROJECT/WORK END MONTH/YEAR>**?

2. The services in relation to this bid involve the provision of Litigation Research Analysis and Litigation Research Services to the Department of Indian Affairs and Northern Development.

Do you feel that you are capable of providing a fair, unbiased and informed reference for **<INSERT NAME OF BIDDER/RESOURCE >**, given your direct knowledge of this previous experience in providing these types of Services?

3. With specific regard to **<INSERT NAME OF BIDDER/RESOURCE >**, to the best of your knowledge, was **<INSERT NAME OF BIDDER/RESOURCE >** successful in fulfilling its project deliverables / work within the agreed time frame and budget?

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Stream 2 – Research Services and Document Management		
Mandatory Requirement	Page #	COMPLIANT (YES/NO)
<p>M3 Understanding and Proposed Approach and Methodology</p> <p>The Bidder MUST indicate, through a written description of approximately 750 words, its understanding of the role and purpose of the provision of Litigation Research Services within DIAND as stated in the RFP, together with the Bidder’s proposed approach and methodology to be utilized in the provision of said services to DIAND under any resulting Standing Offer Agreement.</p> <p>The Bidder’s description MUST be sufficiently detailed to enable DIAND to assess it against the evaluation factors outlined in Point-Rated Criterion R3 below.</p> <p>The Bidder may draw on all of its experience in the development of this description, not just the experience gained in the last five (5) years.</p> <p>Repetition of text from the Statement of Work will not be accepted as a demonstration of the Bidder's understanding of the requirements.</p>		

1.12 POINT-RATED CRITERIA

Only those Proposals meeting **ALL** of the above Mandatory Requirements (M1-M3) will be deemed compliant and will be evaluated by the DIAND Evaluation Committee on the basis of the Point-Rated Criteria.

Bidders **MUST** achieve a minimum score of 70% overall on Point-Rated Criteria R1-R4, per Service Stream, in order to be evaluated on the basis of their Financial Proposal for that Service Stream. Only those Bidders whose aggregate point-rating score, including points for price (R5), meets or exceeds the pass mark threshold will be considered.

Bidders failing to meet the minimum required scores on the Point-Rated Criteria will be deemed non-compliant and given no further consideration for that Service Stream.

Each Service Stream will be evaluated separately against the Stream’s following set of Point-Rated Criteria.

Stream 1 – Research Analysis, Research Services and Document Management		
Point-Rated Criterion	Weight	Evaluation Factors
<p>R1 Resource Experience</p> <p>The evidence within the CV for the Bidder’s proposed Resource submitted in response to Mandatory Requirement M1 will be evaluated on the breadth of the individual’s experience regarding the provision of</p>	<p>/5</p>	<p>Up to a maximum of 5 points for demonstrating, through the submission of the proposed Resource’s CV, relevant experience in excess of the required minimum, as defined in section 9.2 ‘Resource Categories and Qualifications’ of Appendix ‘D’, Statement of Work.</p>

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<p>Research Analysis and Research Services related activities, as defined in the Statement of Work, in the area of Aboriginal relations with the Crown.</p>		<p>a) One (1) point will be awarded for every 12 months of demonstrated Research Analysis in excess of the required minimum of 12 months full-time professional work experience (up to a maximum of 5 points).</p>
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<h3>Stream 1 – Research Analysis, Research Services and Document Management</h3>
<p>The following R2 rating scale will be used to evaluate each Resource project summary on the basis of factors ‘a’ through ‘c’ below:</p> <ul style="list-style-type: none"> • Excellent = project summary provided demonstrates extensive relevance and similarity to DIAND’s requirements in all of the areas = 5/5 points • Good = project summary provided demonstrates extensive relevance and similarity to DIAND’s requirements in most of the areas = 4/5 points • Satisfactory = project summary provided demonstrates some relevance and similarity to DIAND’s requirements in most of the areas = 3/5 points • Minimal = project summary provided demonstrates some relevance and similarity to DIAND’s requirements in few of the areas = 2/5 points • Poor = project summary provided demonstrates minimal relevance and similarity to DIAND’s requirements in only one (1) of the areas = 1/5 points • Not Addressed / Unsatisfactory = project summary provided does not demonstrate relevance and similarity to DIAND’s requirements in any of the areas = 0/5 points

Point-Rated Criterion	Weight	Evaluation Factors
<p>R2 Resource Project Summaries</p> <p>The two (2) project summaries submitted as evidence of compliance with Mandatory Requirement M2 will be evaluated on the basis of their relevance to DIAND’s requirements for Research Analysis and Research Services (as outlined below) in breadth, nature, size, scope, complexity and approach.</p> <p>Research Analysis:</p> <ul style="list-style-type: none"> ➤ in planning, management, and quality assurance of research projects, and in coordinating and leading research teams; ➤ in preparing formal research plans that identify key information repositories and sources, their expected relevance to the research project, and the expected time required to review the sources; and ➤ in the preparation of analytical research 	<p>/30</p>	<p>Up to 15 points per cited project summary, to a maximum of 30 points, based on the extent to which each cited Project Summary is relevant to the Research Analysis and Research Services environment within DIAND. The following factors will be considered in determining the relevance of each Project Summary:</p> <ul style="list-style-type: none"> a) Relevance of the nature of service, subject matter and client organization of the cited project relative to the Research Analysis or Research Services scope of work referenced in the left column (up to 5 points/project); b) Relevance of the size, scale and

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<p>reports and analyses of facts, based on an analysis of collected documents and/or specific research criteria and methodologies.</p> <p>Research Services:</p> <ul style="list-style-type: none"> ➤ in identifying and summarizing data from primary source historical documents, secondary source documents, historical and contemporary government files, and/or legal documents. 		<p>complexity of the cited project relative to DIAND’s requirements as described in the RFP (up to 5 points/project); and</p> <p>c) Extent of the Resource’s involvement in the project, including methodology, approach and activities utilized in the cited project, relevant roles and responsibilities in the project, together with the project outcome and results, relative to DIAND’s requirements as described in the RFP (up to 5 points/project).</p>
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Stream 1 – Research Analysis, Research Services and Document Management

The following R3 rating scale will be used to evaluate the Bidder’s response on the basis of factors ‘a’ through ‘c’ below:

- Excellent = Bidder’s response is very detailed, feasible and consistent with DIAND’s requirements in all of the areas = 5/5 or 15/15 points
- Good = Bidder’s response contains sufficient level of detail to be assessed, and is feasible and consistent with DIAND’s requirements in most of the areas = 4/5 or 12/15 points
- Moderate = Bidder’s response contains sufficient level of detail to be assessed, but is considered lacking in consistency / feasibility with DIAND’s requirements in most or all of the areas = 3/5 or 9/15 points
- Minimal = Bidder’s response lacks sufficient level of detail in order to be able to accurately assess feasibility and consistency with DIAND’s requirements in a few of the areas = 2/5 or 6/15 points
- Poor = Bidder’s response is deemed unfeasible / lacks consistency with DIAND’s requirements in more than one (1) of the areas = 1/5 or 3/15 points
- Not Addressed / Unsatisfactory = Bidder’s response is not indicated or does not demonstrate feasibility and consistency with DIAND’s requirements in any of the areas = 0/5 or 0/15 points

Point-Rated Criterion	Weight	Evaluation Factors
<p>R3 Understanding and Proposed Approach and Methodology</p> <p>To receive full points for a factor, the Bidder MUST provide evidence of using an approach and methodology that are rigorous, responsive and consistent with DIAND’s requirements, as described in the Statement of Work.</p>	<p>/25</p>	<p>Up to the maximum points specified per factor (to a maximum of 25 points overall on Point-Rated Criterion R3) based on the extent to which the Bidder demonstrates an understanding of DIAND’s requirements for the provision of services and the extent to which the Bidder’s approach and methodology for the provision of services to DIAND is rigorous, responsive and consistent with DIAND’s requirements, as described in the RFP. Points will be</p>

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Point-Rated Criterion	Weight	Evaluation Factors
<p>The Bidder may draw on all of its experience in the development of this description, not just the experience gained in the last 5 or 10 years.</p>		<p>allocated based on the following factors:</p> <ul style="list-style-type: none"> a) an understanding of DIAND’s requirements, operational and program environment (up to 5 points); b) an approach and methodology that is consistent with the principles and practices of sound Litigation Research Analysis and Litigation Research Services, including investigation and analysis techniques, research planning, the preparation of clear, concise and objective historical reports, document/file summaries, report forms, annotations and database entries; accurate source attribution; effective document management; and sound resource budgeting/scheduling, together with evidence that these practices have been successfully employed in any past projects completed by the Bidder (up to 15 points); and c) an approach and methodology that is consistent with sound project management, quality control and reporting practices, and knowledge transfer functions (up to 5 points).

Stream 1 – Research Analysis, Research Services and Document Management

Point-Rated Criterion	Weight	Evaluation Factors
<p>R4 Proposal Quality</p>	<p>/10</p>	<p>Up to ten (10) points 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 RFP as evidenced by the following:</p> <ul style="list-style-type: none"> a) Five (5) points for writing the narrative portions of the proposal in a clear, concise, and logical fashion; b) Two (2) points for ordering/structuring the Proposal to match the order and sequence of the Mandatory and Point-Rated evaluation criteria within the RFP c) One (1) point for including tabs between sections of the Proposal; and d) Two (2) points for utilizing the suggested format for the submission of Resource and project information

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		as provided in <i>Mandatory Requirements M1, Table M1 – Proposed Resource and M2. Table M2 – Resource Project Summary Form</i> , for this Proposal.
Total Point-Rated R1-R4	/70	BIDDERS MUST ACHIEVE A MINIMUM SCORE OF 70% (49/70) OVERALL ON POINT-RATED CRITERIA R1-R4 IN ORDER TO BE CONSIDERED ON THE BASIS OF THEIR FINANCIAL PROPOSAL.

Stream 1 – Research Analysis, Research Services and Document Management		
Point-Rated Criterion	Weight	Evaluation Factors
<p>R5 FINANCIAL PROPOSAL</p> <p>Bidders should indicate the applicable all-inclusive per diem rate (\$CAD) for an 8.0 hour day for each Resource / Service Category required during the term of the Standing Offer. Quoted per diem rates which vary over the period of the SOA MUST be specified and will be evaluated on an average basis.</p>	/30	<p>The average of the Research Analysis, Research Services and Document Management per diem rates quoted will be used for evaluation purposes, with full points going to the Bidder with the lowest total average all-inclusive rate, and lesser points* being awarded to all other Bidders on a prorated basis based on the percentage differential of their rate from that of the Bidder with the lowest rate.</p> <p><i>*rounded to zero decimal places</i></p>
Total Point-Rated R1-R5	/100	BIDDERS MUST MEET THE OVERALL PASS MARK OF 70% FOR POINT-RATED CRITERIA R1-R5 (INCLUDING PRICE) IN ORDER TO BE CONSIDERED FOR SOA AWARD.

Stream 2 – Research Services and Document Management		
Point-Rated Criterion	Weight	Evaluation Factors
<p>R1 Resource Experience</p> <p>The evidence within the CV for the Bidder’s proposed Resource submitted in response to Mandatory Requirement M1 will be evaluated on the breadth of the individual’s experience regarding the provision of Research Services related activities, as defined in the Statement of Work, in the area of Aboriginal relations with the Crown.</p>	/10	<p>Up to a maximum of 10 points for demonstrating, through the submission of the proposed Resource’s CV, relevant experience in excess of the required minimum, as defined in section 8.2 ‘Resource Categories and Qualifications’ of Appendix ‘D’, Statement of Work.</p> <p>a) One (1) point will be awarded for every four (4) months of demonstrated Research Services in excess of the required minimum of four (4) months full-time professional</p>

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		work experience (up to a maximum of 10 points).
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Stream 2 – Research Services and Document Management

The following **R2 rating scale** will be used to evaluate the Resource project summary on the basis of factors ‘a’ through ‘c’ below:

- Excellent = project summary provided demonstrates extensive relevance and similarity to DIAND’s requirements in all of the areas = 5/5 points
- Good = project summary provided demonstrates extensive relevance and similarity to DIAND’s requirements in most of the areas = 4/5 points
- Satisfactory = project summary provided demonstrates some relevance and similarity to DIAND’s requirements in most of the areas = 3/5 points
- Minimal = project summary provided demonstrates some relevance and similarity to DIAND’s requirements in few of the areas = 2/5 points
- Poor = project summary provided demonstrates minimal relevance and similarity to DIAND’s requirements in only one (1) of the areas = 1/5 points
- Not Addressed / Unsatisfactory = project summary provided does not demonstrate relevance and similarity to DIAND’s requirements in any of the areas = 0/5 points

Point-Rated Criterion	Weight	Evaluation Factors
<p>R2 Resource Project Summary</p> <p>The project summary submitted as evidence of compliance with Mandatory Requirement M2 will be evaluated on the basis of its relevance to DIAND’s requirements for Research Services (as outlined below) in breadth, nature, size, scope, complexity and approach.</p> <p>Research Services:</p> <ul style="list-style-type: none"> ➤ in identifying and summarizing data from primary source historical documents, secondary source documents, historical and contemporary government files, and/or legal documents. 	/25	<p>Up to a maximum of 25 points, based on the extent to which the cited Project Summary is relevant to the Research Services environment within DIAND. The following factors will be considered in determining the relevance of the Project Summary:</p> <ul style="list-style-type: none"> a) Relevance of the nature of service, subject matter and client organization of the cited project relative to the Research Services scope of work referenced in the left column (up to 10 points); b) Relevance of the size, scale and complexity of the cited project relative to DIAND’s requirements as described in the RFP (up to 10 points); and c) Extent of the Resource’s involvement in the project, including methodology, approach

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		and activities utilized in the cited project, relevant roles and responsibilities in the project, together with the project outcome and results, relative to DIAND’s requirements as described in the RFP (up to 5 points).
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Stream 2 – Research Services and Document Management

The following **R3 rating scale** will be used to evaluate the Bidder’s response on the basis of factors ‘a’ through ‘c’ below:

- Excellent = Bidder’s response is very detailed, feasible and consistent with DIAND’s requirements in all of the areas = 5/5 or 15/15 points
- Good = Bidder’s response contains sufficient level of detail to be assessed, and is feasible and consistent with DIAND’s requirements in most of the areas = 4/5 or 12/15 points
- Moderate = Bidder’s response contains sufficient level of detail to be assessed, but is considered lacking in consistency / feasibility with DIAND’s requirements in most or all of the areas = 3/5 or 9/15 points
- Minimal = Bidder’s response lacks sufficient level of detail in order to be able to accurately assess feasibility and consistency with DIAND’s requirements in a few of the areas = 2/5 or 6/15 points
- Poor = Bidder’s response is deemed unfeasible / lacks consistency with DIAND’s requirements in more than one (1) of the areas = 1/5 or 3/15 points
- Not Addressed / Unsatisfactory = Bidder’s response is not indicated or does not demonstrate feasibility and consistency with DIAND’s requirements in any of the areas = 0/5 or 0/15 points

Point-Rated Criterion	Weight	Evaluation Factors
<p>R3 Understanding and Proposed Approach and Methodology</p> <p>To receive full points for a factor, the Bidder MUST provide evidence of using an approach and methodology that are rigorous, responsive and consistent with DIAND’s requirements, as described in the Statement of Work.</p> <p>The Bidder may draw on all of its experience in the development of this description, not just the experience gained in the last 5 or 10 years.</p>	/25	<p>Up to the maximum points specified per factor (to a maximum of 25 points overall on Point-Rated Criterion R3) based on the extent to which the Bidder demonstrates an understanding of DIAND’s requirements for the provision of services and the extent to which the Bidder’s approach and methodology for the provision of services to DIAND is rigorous, responsive and consistent with DIAND’s requirements, as described in the RFP. Points will be allocated based on the following factors:</p> <ul style="list-style-type: none"> a) an understanding of DIAND’s requirements, operational and program environment (up to 5 points); b) an approach and methodology that is consistent with the principles and practices of sound Litigation Research Services, including research

SELECTION AND EVALUATION CRITERIA

Point-Rated Criterion	Weight	Evaluation Factors
		<p>planning, the preparation of clear, concise and objective historical reports, document/file summaries, report forms, annotations and database entries; accurate source attribution; effective document management; and sound Resource budgeting/scheduling, together with evidence that these practices have been successfully employed in any past projects completed by the Bidder (up to 15 points); and</p> <p>c) an approach and methodology that is consistent with sound project management, quality control and reporting practices, and knowledge transfer functions (up to 5 points).</p>

Stream 2 – Research Services and Document Management

Stream 2 – Research Services and Document Management		
Point-Rated Criterion	Weight	Evaluation Factors
R4 Proposal Quality	/10	<p>Up to ten (10) points 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 RFP as evidenced by the following:</p> <ul style="list-style-type: none"> a) Five (5) points for writing the narrative portions of the proposal in a clear, concise, and logical fashion; b) Two (2) points for ordering/structuring the Proposal to match the order and sequence of the Mandatory and Point-Rated evaluation criteria within the RFP; c) One (1) point for including tabs between sections of the Proposal; and d) Two (2) points for utilizing the suggested format for the submission of Resource and project information as provided in <i>Mandatory Requirements M1, Table M1 – Proposed Resource and M2. Table M2 – Resource Project Summary Form</i>, for this Proposal.
Total Point-Rated R1-R4	/70	BIDDERS MUST ACHIEVE A MINIMUM SCORE OF 70% (49/70) OVERALL ON POINT-RATED CRITERIA R1-R4 IN ORDER TO BE CONSIDERED ON THE BASIS OF THEIR FINANCIAL PROPOSAL.

SELECTION AND EVALUATION CRITERIA

Stream 2 – Research Services and Document Management		
Point-Rated Criterion	Weight	Evaluation Factors
<p>R5 FINANCIAL PROPOSAL</p> <p>Bidders should indicate the applicable all-inclusive per diem rate (\$CAD) for an 8.0 hour day for each Resource / Service Category required during the term of the Standing Offer. Quoted per diem rates which vary over the period of the SOA MUST be specified and will be evaluated on an average basis.</p>	<p>/30</p>	<p>The average of the Research Services and Document Management per diem rates quoted will be used for evaluation purposes, with full points going to the Bidder with the lowest total average all-inclusive rate, and lesser points* being awarded to all other Bidders on a prorated basis based on the percentage differential of their rate from that of the Bidder with the lowest rate.</p> <p><i>*rounded to zero decimal</i></p>
<p>Total Point-Rated R1-R5</p>	<p>/100</p>	<p>BIDDERS MUST MEET THE OVERALL PASS MARK OF 70% FOR POINT-RATED CRITERIA R1-R5 (INCLUDING PRICE) IN ORDER TO BE CONSIDERED FOR SOA AWARD.</p>

SELECTION AND EVALUATION CRITERIA

2.0 FINANCIAL PROPOSAL – REFER TO APPENDIX “C-1”, TERMS OF PAYMENT, FEE SCHEDULE TABLES

2.1 Bidders meeting ALL Mandatory Requirements and achieving at least the required minimum percentage score on the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal.

2.2 The Financial Evaluation will be carried out by the Contracting Authority independent of the DIAND Evaluation Committee responsible for rating the Technical Proposal. Financial Proposals will be evaluated based on the methodology detailed below.

2.3 All of the information required in the Terms of Payment, Appendix “C-1”, Fee Schedule MUST appear in the Bidder’s Financial Proposal ONLY. The Bidder’s Financial Proposal MUST be submitted in a sealed envelope, separate from the Bidder’s Technical Proposal. The Bidder’s failure to comply with this condition will result in the Bidder’s Proposal being declared non-compliant and being given no further consideration.

2.4 Failure on the part of the Bidder to provide the information required within their Financial Proposal will result in DIAND deeming the Bidder’s Proposal to be non-compliant, with the Proposal being given no further consideration by DIAND.

2.5 For evaluation purposes, the rates, as indicated in the Terms of Payment, Appendix “C-1”, Fee Schedule Tables, will be used to derive the Bidder’s price rating.

The fixed price or rate(s) **MUST** be inclusive of all payroll, overhead costs and profits required to complete the work. Note: Fixed rates are not to be quoted as ranges.

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

2.6 STREAM 1: Litigation Research, Research Services and Document Management – Fixed Per Diem

The Bidder’s average per diem rates across the three (3) categories will be further averaged to derive the Bidder’s average all-inclusive per diem rate for evaluation purposes, with full points (30/30) going to the Bidder with the lowest average all-inclusive per diem rate, and fewer points being awarded to all other Bidders on a prorated basis based on the percentage differential of their rate from that of the Bidder with the lowest rate, as indicated in the example below.

2.7 STREAM 2: Litigation Research and Document Management – Fixed Per Diem Rates

The Bidder’s average per diem rates across the two (2) categories will be further averaged to derive the Bidder’s average all-inclusive per diem rate for evaluation purposes, with full points (30/30) going to the Bidder with the lowest average all-inclusive per diem rate, and fewer points being awarded to all other Bidders on a prorated basis based on the percentage differential of their rate from that of the Bidder with the lowest rate, as follows:

The calculation used to determine points for all other Bidders (other than the lowest) will be as follows: (Lowest average all-inclusive per diem rate / Bidder’s average all-inclusive per diem rate) X 30 points.

EXAMPLE FOR ILLUSTRATIVE PURPOSES ONLY: Highest combined Technical 70% - Financial 30%

Example of Best Value Determination			
	Bidder 1	Bidder 2	Bidder 3

SELECTION AND EVALUATION CRITERIA

Technical Points	88	82	76
Price Quoted	\$50.00	\$48.00	\$46.00
CALCULATION			
	Technical Points	Rated Price Points	Total Points
Bidder 1	$\frac{88 \times 70}{*88} = 70.00$	$\frac{**46.00 \times 30}{50.00} = 27.6$	97.6
Bidder 2	$\frac{82 \times 70}{*88} = 65.23$	$\frac{**46.00 \times 30}{48.00} = 28.75$	93.98
Bidder 3	$\frac{76 \times 70}{*88} = 60.45$	$\frac{**46.00 \times 30}{46.00} = 30$	90.45
* Represents the highest technical score ** Represents the lowest priced proposal			

3.0 BASIS OF SELECTION

- 3.1 Only compliant Proposals will be considered.
- 3.2 Only Proposals that have met all Mandatory Requirements, and have achieved or exceeded the minimum required pass marks for the Point-Rated Criteria will be considered. All Proposals will be rated on technical acceptability before the price is considered.
- 3.3 SOA(s) will be awarded based on a determination of Best Value taking into account both the technical merit of the Proposals and the Financial Evaluation. To arrive at an overall score achieved by a Bidder, a weighting has been established whereby technical merit will be valued at 70% of the Proposal and price will be valued at 30% of the Proposal. The Bidder will be selected on the basis of the highest combined rating of technical merit and price.
- 3.4 DIAND intends to award SOA(s) **per Service Stream** as a result of this solicitation to the Bidder(s) representing Best Value, as determined in accordance with the Selection and Evaluation Criteria of this RFP. **Best Value shall be defined as the highest Total Score(s).** In the event that a Bidder has proposed against and is successful in both Service Streams the Bidder will be eligible for award of a single SOA for the provision of Services under Service Stream 1 only.
- 3.5 DIAND reserves the right to award any number of Standing Offer Agreements resulting from this RFP, and to establish Standing Offer dollar valuations per award which reflect the outcome of the evaluation, and therefore best address its requirements and provide the best overall value to the Crown in terms of technical merit and costs, without incurring any obligation to any other Bidders having responded to this RFP.
- 3.6 DIAND reserves the right to refuse any and all Proposals received in response to this RFP, without incurring any obligation to any Bidder having responded.

ARTICLES OF AGREEMENT STANDING OFFER AGREEMENT

Standing Offer Agreement Number 20-13-6001

File Number 1632-11/20-13-6001

These Articles of Agreement are made as of **Upon Award, between Her Majesty The Queen** in right of Canada (referred to in the Standing Offer Agreement as "Her Majesty") represented by the Minister of Indian Affairs and Northern Development (referred to in the Standing Offer Agreement as the "Minister")

and

To be identified at SOA award

[Street Address]

[City] , QC [Postal Code]

(referred to in the Standing Offer Agreement as the "Contractor").

Her Majesty and the Contractor agree as follows:

A1 STANDING OFFER AGREEMENT

- 1.1 The following documents and any amendments relating thereto form the Standing Offer Agreement between Her Majesty and the Contractor:
 - 1.1.1 these Articles of Agreement;
 - 1.1.2 the document attached hereto as Appendix "A" and titled "General Conditions", referred to herein as the General Conditions;
 - 1.1.3 the document attached hereto as Appendix "B" and titled "Supplementary Conditions", referred to herein as the Supplementary Conditions;
 - 1.1.4 the document attached hereto as Appendix "C" and titled "Terms of Payment", referred to herein as the Terms of Payment;
 - 1.1.5 the document attached hereto as Appendix "C-1" and titled "Terms of Payment", Fee Schedule Table referred to herein as the Terms of Payment, Fee Schedule Table.
 - 1.1.6 the document attached hereto as Appendix "D" and titled "Statement of Work", referred to herein as the Statement of Work;
 - 1.1.7 the document attached hereto as Appendix "E" and titled "Intellectual Property", referred to herein as the Intellectual Property;
 - 1.1.8 the document attached hereto as Appendix "F" and titled "Travel Expense Information", referred to herein as the Travel Expense Information
 - 1.1.9 The document attached hereto as Annex "B" and titled "Security Requirement Checklist and IT Security Safeguard Requirements", referred to herein as the Security Requirement Checklist.

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ARTICLES OF AGREEMENT STANDING OFFER AGREEMENT

1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

2.1 The Contractor shall, between the date of these Articles of Agreement and **March 31, 2015**, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

A3 STANDING OFFER AGREEMENT AMOUNT

3.1 Subject to the terms and conditions of this Standing Offer Agreement and in consideration for the performance of the work, Her Majesty shall pay to the Contractor:

3.1.1 the sum of **N/A**.

3.1.2 a sum not to exceed **\$0.00**.

A4 APPROPRIATE LAW

4.1 This Standing Offer Agreement shall be governed by and construed in accordance with laws in force in the Province of Ontario and the laws of Canada as applicable.

A5 DEPARTMENTAL REPRESENTATIVE

5.1 For the purpose of the Standing Offer Agreement, the Minister hereby designates **To be identified at SOA award**, as the Departmental Representative.

**ARTICLES OF AGREEMENT
STANDING OFFER AGREEMENT**

This Standing Offer Agreement has been executed on behalf of the Contractor and on behalf of Her Majesty the Queen in right of Canada by their duly authorized officers.

SIGNED, SEALED AND DELIVERED

by _____ [Signing Authority Name] , [Signing Authority Title]

in the presence of _____

Date _____

SIGNED, SEALED AND DELIVERED

by _____ the Contractor

in the presence of _____

Date _____

APPENDIX "A"

GENERAL CONDITIONS

GC1 INTERPRETATION

1.1 In the Contract,

- 1.1.1 "Contract" means the Contract documents referred to in the Articles of Agreement;
- 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;
- 1.1.4 "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract;
- 1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;
- 1.1.6 "prototypes" includes models, patterns and samples;
- 1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

GC2 SUCCESSORS

2.1 The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators and successors.

GC3 TIME OF THE ESSENCE

3.1 Time is of the essence of the Contract.

3.2 Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

APPENDIX "A"

GENERAL CONDITIONS

- 3.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 3.4 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 3.5 Notwithstanding that the Contractor has complied with the requirements of GC3.3, Her Majesty may exercise any right of termination contained in GC6.

GC4 INDEMNIFICATION

- 4.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, error, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 4.2 The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 4.3 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

GC5 NOTICES

- 5.1 Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile, electronic mail or other means of electronic transmission, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile, electronic mail or other means of electronic transmission, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC6 TERMINATION OR SUSPENSION

- 6.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.

APPENDIX "A"
GENERAL CONDITIONS

- 6.2 All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 6.3 In addition to the amount which the Contractor shall be paid under GC6.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 6.4 Payment and reimbursement under the provisions of GC6 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 6.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 6.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC6 except as expressly provided therein.

GC7 TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 7.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:
- 7.1.1 the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
- 7.1.2 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- 7.2 In the event that Her Majesty terminates the work in whole or in part under GC7.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.

APPENDIX "A"
GENERAL CONDITIONS

- 7.3 Upon termination of the work under GC7.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 7.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 7.5 If, after the Minister issues a notice of termination under GC7.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC6.1 and the rights and obligations of the parties hereto shall be governed by GC6.

GC8 ACCOUNTS AND AUDITS

- 8.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 8.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.
- 8.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

GC9 CONFLICT OF INTEREST

- 9.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to the Departmental Representative.

APPENDIX "A"
GENERAL CONDITIONS

GC10 CONTRACTOR STATUS

- 10.1 This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel are engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

GC11 WARRANTY BY CONTRACTOR

- 11.1 The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 11.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation.

GC12 AMENDMENTS

- 12.1 No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

GC13 ENTIRE AGREEMENT

- 13.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC1 RELEASE AND DISCLOSURE OF PROPRIETARY, PERSONAL AND THIRD PARTY INFORMATION**

- 1.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract.
- 1.2 The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to an authorized subcontractor information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract.
- 1.3 Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.
- 1.4 Subject to the *Access to Information Act*, R.S.C. 1985, and, to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor including personal and third party information.

SC2 SALES TAX

- 2.1 These services are being purchased with public (Canada) funds for the use of a federal government department and as such are not subject to the payment of any provincial ad valorem sales and consumption taxes levied by the province or territory in which the taxable services are delivered.

SC3 IDENTIFICATION/ACCESS CARD

- 3.1 A Contractor who has been issued a departmental Identification/Access Card must return it to the appropriate Security Section upon termination or completion of the Contract services and/or on the date that the card expires.

SC4 OFFICIAL LANGUAGES

- 4.1 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.
- 4.2 Contractors must also respect the right of employees to work in the language of their choice and respect the language(s) of work in each region. To that end, Contractors must be able to provide their services in the working language of each region and in the two official languages of the National Capital Region (NCR). In DIAND, the languages of work in the NCR are English and French; in the Quebec regional office, French; and English in all other departmental regional offices and in the IOGC regional office.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC5 NON-RESIDENTS WHO PERFORM SERVICES IN CANADA**

- 5.1 The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor identified in said Act and will perform services in Canada. This amount will be held on account with respect to any liability for taxes which may be owed to Canada. In addition, an amount of 9 percent may be withheld for provincial income tax purposes from non-residents providing services in the Province of Quebec.

SC6 CRIMINAL CODE OF CANADA

- 6.1 The Contractor certifies that it has not lost capacity to Contract with Her Majesty pursuant to Section 750 of the Criminal Code of the Canada.

SC7 GENDER-BASED ANALYSIS

- 7.1 The Contractor shall familiarize itself with the DIAND Gender-Based Analysis Policy <http://www.ainc-inac.gc.ca/ai/gba/gnd-eng.asp> and when performing the Contract Work shall take into account gender considerations described in the DIAND Gender-Based Analysis Policy that are applicable to the Contract Work. The Contractor may consult with the Departmental Representative with respect to the DIAND Gender-Based Analysis Policy in order to ensure compliance with the DIAND Gender-Based Analysis Policy.
- 7.2 Where applicable, DIAND will conduct a gender-based analysis in accordance with the DIAND Gender-Based Analysis Policy. The Departmental Representative will inform the Contractor of any gender equality issues that arise as a direct result of the Contract Work.
- 7.3 If the Contractor becomes aware of any gender equality issues that have not been identified through a gender-based analysis conducted by DIAND, the Contractor shall inform the Departmental Representative in writing and in a timely fashion.

SC8 CERTIFICATION - CONTINGENCY FEES

- 8.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 8.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
- 8.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract or recover from the Contractor by way of reduction to the Contract price or otherwise the full amount of the contingency fee.
- 8.4 In this section:
- 8.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.
- 8.4.2 "employee" means a person with whom the Contractor has an employer/employee relationship.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

- 8.4.3 "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

SC9 FORMER PUBLIC SERVANTS

- 9.1 It is a term of the Contract:
- 9.1.1 that the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- 9.1.2 that the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based, and
- 9.1.3 that the Contractor has informed the Departmental Representative of any exemption in respect of the abatement of a Contract fee received by the Contractor under the Early Departure Incentive Program Order.

SC10 STANDING OFFER

- 10.1 It is understood and agreed that this is a Standing Offer Agreement and the services described in the Statement of Work will only be utilized on an "as and when required" basis. The aggregate value of call-ups which may be made is conditional upon departmental needs.
- 10.2 Any call for service, as described in the Statement of Work, shall be initiated by means of a call-up document.
- 10.3 The call-up document, signed by an authorized officer, shall be issued to the Contractor and shall include: the cost, the scope of the work, the schedule of the work, and appropriate reporting milestones as required. Any call-up document shall be governed by the terms and conditions of this Agreement. The cost specified in the call-up document shall indicate fee and expense amounts as appropriate.
- 10.4 Sub-contracting shall not be allowed under any call-up without the prior written approval of the Departmental Representative.

SC11 INTELLECTUAL PROPERTY

- 11.1 The Department of Indian Affairs and Northern Development has determined that any Intellectual Property arising from the performance of the Work under the Standing Offer Agreement will vest in Canada for the following reason: the Contractor has declared in writing that the Contractor is not interested in owning the Intellectual Property Rights in Foreground Information.

SC12 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) PROGRAM

- 12.1 The Contractor's GST/HST number is [GST/HST Number] to be identified at SOA award.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC13 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE**

- 13.1 **For the services of an Individual:** No individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply shall derive any direct benefit from this Standing Offer Agreement unless that individual is in compliance with the applicable post-employment provisions; and

that during the terms of the Standing Offer Agreement any persons engaged in the course of carrying out this Standing Offer Agreement shall conduct themselves in compliance with the principles of the *Conflict of Interest Act*, the *Values and Ethics Code for the Public Service*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* which are the same as those in the *Conflict of Interest and Post-Employment Code for the Public Service*, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the Standing Offer Agreement that would cause a conflict of interest or seem to cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

- 13.2 **For the services of a Firm:** It is a term of this Standing Offer Agreement that no individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, shall derive any direct benefit from this Standing Offer Agreement unless that individual is in compliance with the applicable post-employment provisions.

SC14 OPTION TO EXTEND STANDING OFFER AGREEMENT

- 14.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by two (2) additional one (1) year periods under the same terms and conditions.
- 14.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Standing Offer Agreement expiry date.
- 14.3 The Contractor agrees that, during the extended period the Standing Offer Agreement, the rates/prices will be in accordance with the provisions of the Standing Offer Agreement.

SC15 COST LIMITATIONS

- 15.1 **Request for Proposal Stage:** Bidders who are currently under Standing Offer Agreements, Supply Arrangements or Service Contracts with other programs within DIAND for the provision of services similar to those set out in the RFP shall not offer in this proposal call rates that exceed those rates established in their current contractual agreements. Bidders may, however, introduce new rates for those time periods that are not currently covered by existing Standing Offer Agreements, Supply Arrangements or Service Contracts.
- 15.2 **Upon Award:** It is understood and agreed, that the Bidder/Contractor has not/shall not, for the purpose of this agreement, introduce time rates that exceed those rates which have been established under any other Standing Offer Agreements, Supply Arrangements or Service Contracts currently in force between the Bidder/Contractor and other programs within DIAND for the provision of similar services over the same time periods as those set out in this Standing Offer Agreement.

APPENDIX "B"
SUPPLEMENTARY CONDITIONS

SC16 SECURITY REQUIREMENTS

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # 20-13-6001**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standin Offer, hold a valid **Designated Organization Screening (DOS)** with approved **Documen 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 c 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**.
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)

APPENDIX “C”
TERMS OF PAYMENT

TP1 Payment for the satisfactory performance of the work under this agreement shall be based on the following rates for actual work performed and the method of payment shall be detailed in the call-up document.

The Standing Offer Agreement amount is only an estimate and the Contractor shall be paid only for those services carried out to the satisfaction of the Departmental Representative.

Maximum Authorized Fees

\$0.00/day to a maximum of 0 days **\$0.00**

Miscellaneous expenses directly related to the work under this agreement as may be authorized by the Departmental Representative, reimbursed at cost, without mark-up, upon submission and acceptance of invoices and/or a Statement of Expenses, to a maximum amount of **\$0.00**

Actual and reasonable travel expenses for transportation, accommodation, meals and incidentals incurred by the Contractor as may be authorized by the Departmental Representative to a maximum amount of **\$0.00**

Maximum Authorized Amount for Fees and Expenses **\$0.00**

Maximum GST/HST Payable **\$0.00**

Total Maximum Authorized Standing Offer Agreement Value \$0.00

Travel Time:

The Contractor will not be paid any firm per diem rates for travel time.

*Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all inclusive per diem divided by 8.0.

Time spent by a contracted individual travelling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual’s work location may be billed at 50% of the firm per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

$$\frac{\text{Hours of travel}}{8.0 \text{ hours}} \times 50\% \text{ of firm all-inclusive per diem rate}$$

The firm all inclusive rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent travelling from the specified individual’s work location to a specific pre- authorized work assignment that is less than 100 kilometres. Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling will not be permitted under any resulting contract.

TP2 Administration fees are not reimbursable under this agreement as the time/unit rate(s) and/or fixed fee(s) specified in TP1 are inclusive of all payroll, overhead and administration costs and profits required to complete the Work.

TP3 This Standing Offer Agreement value shall not be exceeded without the approval of the Standing Offer Agreement signing authority.

APPENDIX "C"**TERMS OF PAYMENT**

- TP4 For Standing Offer Agreements with miscellaneous expense provisions in TP1 of the Terms of Payment:** The reimbursement of the miscellaneous expenses as authorized under TP1 shall be contingent upon the submission by the Contractor of invoices supporting such expenses as applicable, and/or a Statement of Expenses which shall set out the purpose and cost of each expense incurred.
- TP5 For Standing Offer Agreements with travel expense provisions in TP1 of the Terms of Payment:** The travel and accommodation expenses shall not exceed the charges allowed in the current issue of the Treasury Board Travel Directive as set out in the attached "Travel Expenses Information". These expenses shall be substantiated to the satisfaction of the Departmental Representative with the supporting documents required by the said Directive.
- TP6 For Standing Offer Agreements with miscellaneous and travel expense provisions in TP1 of the Terms of Payment:** The respective allowances for miscellaneous expenses and for travel expenses are estimates only, and where the cumulative expenses incurred under one of these two allowances exhaust and thereafter exceed the stated maximum, the overage may be paid out of the balance of funds remaining in the other allowance.
- Notwithstanding the foregoing, the Contractor must, in advance of the required draw against the other allowance, advise the Departmental Representative and obtain his/her concurrence that the expenses requiring this action are necessary to the conduct of the work. All such expenses must be substantiated by receipts or statement of expenses in accordance with the instructions set out herein.
- TP7** Payments in accordance with the Terms of Payment herein will be made to the Contractor upon receipt of invoices therefor approved by the Departmental Representative for satisfactory performance of this agreement. It is understood and agreed that the Departmental Representative shall be the final judge concerning the quality and acceptability of the work.
- TP8** Payment will be issued to the Contractor 30 days after the work (or part thereof, where provided for under TP1) is satisfactorily completed and an invoice received therefor. Where payment is not made within the 30 day payment period, and where the government is responsible for the delay, interest will be paid on the invoice amount at the Bank of Canada rate in effect on the date on which the amount is paid, plus 3%.
- TP9** Interest is payable on acceptable invoices that are not paid within the 30 day payment period. Interest will not be paid on invoices paid within the 30 day payment period. Interest will not be paid on an interim basis; nor will interest be paid on interest charges.
- TP10** The period for which interest will be paid will be from the day after the end of the 30 day payment period to the date that payment is issued. In respect of interest amounts which are less than ten dollars (\$10.00) in value, said interest shall not be paid unless the Contractor so demands by means of written communication to the Departmental Representative. Interest payments in excess of ten dollars (\$10.00) will be paid automatically.

APPENDIX "C"**TERMS OF PAYMENT****TP11 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) REGISTRANTS AND NON-REGISTRANTS**

11.1 **GST or HST Registrants:** Any amount levied against Her Majesty in respect of the federal Goods and Services Tax (GST) or Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy shall be paid from the Government of Canada Refundable Advance Account to the Contractor in addition to the amounts paid from the departmental appropriation for the work done. The Contractor agrees to remit the GST or HST to the Canada Customs and Revenue Agency.

or,

11.2 **Non GST or HST Registrants:** Any amount to be levied by a non-GST or HST Registrant against Her Majesty in respect of the federal Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy and the amounts for the work done shall be paid directly from the departmental appropriation to the Contractor.

TP12 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS**12.1 Progress Payments**

Unless stated otherwise within the Call-up document, payment shall be made to the Contractor upon satisfactory completion of the Call-up Work, acceptance of all Call-up deliverables and, compliance with all Invoicing Instructions.

12.2 Invoicing Instructions

Two copies of the Contractor's invoice and all required receipts shall be submitted to:

To be identified at SOA award

Department of Indian Affairs and Northern Development
Room - 10 Wellington Street
Gatineau, Quebec K1A 0H4

12.2.1 Pursuant to paragraph 221 (1) (d) of the *Income Tax Act*, payments made by departments and agencies under applicable service Contracts must be reported on a T1204 supplementary slip.

To comply with this requirement, Contractors are required to provide the following information on each invoice:

- a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number or Business Number (BN), as well as the address and the postal code;
- b) the status of the Contractor, i.e. individual, unincorporated business, or corporation;
- c) for individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST) Harmonized Sales Tax (HST) number;
- d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and
- e) the following certification signed by the Contractor or an authorized officer:

APPENDIX "C"

TERMS OF PAYMENT

"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, c) or d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

Invoice Payment will only be made upon receipt and acceptance of the above noted documentation.

**APPENDIX “C-1”
TERMS OF PAYMENT
FEE SCHEDULE TABLES**

Bidders **MUST** indicate the applicable all-inclusive fixed per diem rate (CAD) for an 8.0 hour day, per Resource/Service Category during the first initial period of the SOA until March 31, 2015, for the Service Stream against which the Bidder is proposing. All per diem rates quoted for the category of Document Management **MUST** be below the quoted per diem rates for the category of Research Services.

Stream 1: Research Analysis, Research Services and Document Management – Fixed Per Diem Rates

<u>STREAM 1</u> <u>RESOURCE/SERVICE</u> <u>CATEGORY -</u>	<u>PER DIEM RATES</u> <u>(CAD)</u> <u>First Initial SOA</u> <u>period until March</u> <u>31, 2015</u>	<u>PER DIEM</u> <u>RATES</u> <u>(CAD)</u> <u>2nd Initial</u> <u>12 month</u> <u>SOA period</u>	<u>PER DIEM</u> <u>RATES</u> <u>(CAD)</u> <u>(**Option</u> <u>Year 1)</u>	<u>PER DIEM</u> <u>RATES</u> <u>(CAD)</u> <u>(**Option</u> <u>Year 2)</u>
Research Analysis	*\$	as per CDI	as per CDI	as per CDI
Research Services	*\$	as per CDI	as per CDI	as per CDI
Document Management	*\$	as per CDI	As per CDI	as per CDI

*DIAND will calculate the Bidder’s average rates.

Stream 2: Litigation Research Services and Document Management – Fixed Per Diem Rates

Bidders **MUST** indicate the applicable all-inclusive fixed per diem rate (CAD) for an 8.0 hour day, per Resource/Service Category during the first initial period of the SOA until March 31, 2015.

<u>STREAM 2-</u> <u>RESOURCE/SERVICE</u> <u>CATEGORY</u>	<u>PER DIEM RATES</u> <u>(CAD)</u> <u>First Initial SOA</u> <u>period until March</u> <u>31, 2015</u>	<u>PER DIEM</u> <u>RATES</u> <u>(CAD)</u> <u>2nd Initial</u> <u>12 month</u> <u>SOA period</u>	<u>PER DIEM</u> <u>RATES</u> <u>(CAD)</u> <u>(**Option</u> <u>Year 1)</u>	<u>PER DIEM</u> <u>RATES</u> <u>(CAD)</u> <u>(**Option</u> <u>Year 2)</u>
Research Services	*\$	as per CDI	as per CDI	as per CDI
Document Management	*\$	as per CDI	as per CDI	as per CDI

*DIAND will calculate the Bidder’s average rates.

Resource per diem rates are firm to 31 March 2015, thereafter; Resource per diem rates may be increased or decreased by an amount equal to the Consumer Price Index (CPI) for Canada <http://www.statcan.gc.ca/bsolc/olc-cel/olc-cel?lang=eng&catno=62-001-XWE>. All-Items (Not Seasonally Adjusted), published in Statistics Canada Catalogue No. 62-001-XWE, Table 5, in accordance with the following formula, rounded to the nearest two decimals:

Escalation = ((A/B) – 1) x 100 Where:

A = average of the monthly CPI for Canada, for the 12 months ending three months preceding the start date of the new Standing Offer year;

APPENDIX "C-1"
TERMS OF PAYMENT
FEE SCHEDULE TABLES

B = average of the monthly CPI for Canada for the 12 months ending 15 months preceding the start date of the new Standing Offer year.

- a) The CPI adjustment will be done automatically by the Contracting Authority prior to the end date of the SOA through an official contract amendment.
1. As part of their Proposal, Bidders must complete the above Appendix "C.1", Fee Schedule Tables and submit it, with their Financial Proposal to the Department on or before the specified closing date and time.

Bidders are required to quote a fixed per diem rate (exclusive of GST/HST) for each category of services, applicable over the time period indicated, for a 8.0 hour day using the chart format provided in this Appendix "C.1", Fee Schedule Tables.
 2. At no time will time rates include such things as travel/miscellaneous expenses, or GST/HST as such practices inflate time rates, do not reflect market/going rates and may prejudice against a Bidder from being awarded a Standing Offer Agreement.
 3. The fixed per diem rate(s) will be inclusive of all payroll, overhead costs and profits required to complete the Work (Note: per diem rate(s) are not to be quoted as ranges).
 4. Bidders are requested not to include in their proposals amounts for travel, accommodations and meal expenses, or administrative expenses related to the completion of project work. Such amounts for these expenses will be added to the Terms of Payment upon award of the Standing Offer Agreement(s).

**APPENDIX “D”
STATEMENT OF WORK**

**Litigation Research Analysis, Litigation Research Services and Document Management
Services – Standing Offer Agreement**

SW1 BACKGROUND

The Litigation Management and Resolution Branch (LMRB) develops and coordinates, in conjunction with the Department of Indian Affairs and Northern Development (DIAND) programs, the Department of Justice (DoJ) and other government departments, DIAND’s positions on policy, technical issues and legal positions related to all litigation against the Crown where DIAND is the Department responsible for the impugned actions, as well as all litigation that the Crown brings against others on behalf of DIAND. Litigation cases are broad-ranging and involve all sectors of the Department. In the delivery of its responsibilities, the Branch has an ongoing need for the determination and planning of research requirements arising in litigation and the analysis and written presentation of documentary evidence from historical sources, government records, past and present DIAND Program personnel and various professionals within the field.

SW2 OBJECTIVES

To conduct all research analysis, research and writing required to ensure that a complete evidentiary record is compiled for use in litigation or litigation-related activities; to plan, manage and direct research projects and teams; and to conduct primary and secondary research to identify, collect, summarize and extract information from documents related to DIAND litigation and to create document collections, document databases, bibliographies, reports, file summaries, map/survey collections and provide other related research services.

SW3 DEFINITIONS AND APPLICABLE DOCUMENTS

3.1 Definitions

The following list of definitions and/or acronyms is relevant to and forms a part of this Statement of Work (SOW). The list of definitions provided below is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this SOW. Questions of interpretation may be directed to the DIAND Departmental Representative.

<u>Term/Acronym</u>	<u>Definition</u>
Call-up	<p>Under a valid SOA, a document prepared by the DIAND Departmental Representative and issued by the DIAND Contracting Authority to the Supplier, through which DIAND will acquire the required services; and which will contain requirements for the provision of said services, which will be consistent with the Statement of Work, and may consist of any combination of the required services and deliverables defined in SW5 - Scope of Work and SW6 - Deliverables.</p> <p>Upon acceptance of the Call-up by the Supplier, the Call-up forms a binding agreement.</p>

**APPENDIX “D”
STATEMENT OF WORK**

<u>Term/Acronym</u>	<u>Definition</u>
Contracting Authority	The Contracting Authority shall be the sole authority on behalf of Canada for the administration and management of the Standing Offer Agreement (SOA). Any changes to the SOA must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of the SOA based on written requests from any government personnel other than the Contracting Authority.
Contractor	A qualified supplier selected pursuant to the present competitive selection process, who is a party to a Standing Offer Agreement.
Departmental Representative	A person, occupying a specific position within DIAND or fulfilling a specific organizational function, who is responsible for monitoring the supplier’s execution of the work under the Standing Offer Agreement, as well as acting as a single point of contact on behalf of DIAND.
DIAND	Department of Indian Affairs and Northern Development
NCR	National Capital Region
SOW	Statement of Work
Standing Offer Agreement (SOA)	An overarching agreement between DIAND and a qualified Contractor to provide Litigation Research Analysis, Litigation Research Services and Document Management Services on an as and when required basis. Individual work requirements may be initiated throughout the duration of the SOA. A SOA does not constitute a Contract.
TB	Treasury Board of Canada

3.2 Applicable Documents

The following documents provide guidance for the provision of Litigation Research Analysis, Litigation Research Services and Document Management Services within DIAND. The Contractor shall conform to and maintain working knowledge of the following and all amendments thereto:

- Annex D - *Database Coordination Tasks*;
- Annex E - *Tombstone Coding Protocol Guide* ;
- Annex F - *Document Scanning Specifications*; and
- A copy of *Researchers’ Guidelines* to be provided to the Contractor after the SOA Award.

**APPENDIX “D”
STATEMENT OF WORK**

SW4 BUSINESS ENVIRONMENT

- 4.1 DIAND’s LMRB is based in Gatineau (Hull Sector), Quebec, Canada. The Branch operates within a standard office environment, and maintains regular working hours (Monday to Friday, 08:00 to 17:00 EST, excluding statutory and government holidays).
- 4.2 The Contractor shall be responsible for determining its own hours of work. In the event the Contractor is required to provide service on site at DIAND premises, the Contractor is expected to be capable of providing Litigation Research Analysis, Litigation Research Services and Document Management Services within the hours as defined in 4.1 above.

SW5 SCOPE OF WORK

5.1 Service Streams

DIAND has determined that it will acquire Litigation Research Analysis, Litigation Research Services and Document Management Services through SOA(s) with qualified Individual Contractors capable of providing LMRB with services on an as-and-when-requested basis in **one (1)** of the following two (2) Service Streams:

SERVICE STREAM	
1	Research Analysis, Research Services and Document Management
2	Research Services and Document Management

5.2 Tasks

The scope of work attached to each Call-up against the Standing Offer will identify the particular factual matters, issues, allegations, and other relevant areas of consideration that shall be researched, verified, documented, and reported upon in the Litigation Research Analysis, Litigation Research Services and Document Management Services to be conducted. Under each Call-up, activities may consist of either/both Research Analysis or Research Services and/or Document Management activities.

All work is to be done in conformity with the instructions issued by the Departmental Representative.

Research Analysis (RA)

Based on a per diem of 8.0 hours of work, **the Contractor shall, on an as and when required basis, carry out the Research Analysis activities described below:**

- RA-1 Review and analyse the statements of claim, statements of defence and other court documents to identify all factual and policy issues relevant to the litigation;
- RA-2 Prepare a research plan for review and acceptance by the Departmental Representative. The plan shall identify the key information repositories and sources, their expected relevance to the litigation, the expected time required to review the sources, and, where applicable, suggest additional or alternative sources or repositories that should be considered, along with the time required to review these additional sources;

APPENDIX "D"
STATEMENT OF WORK

- RA-3 Prepare terms of reference for litigation research related projects, including work to be done by other members of the research team;
- RA-4 Identify relevant primary and secondary sources, files/reels and specific materials to be reviewed for the purposes of the litigation;
- RA-5 Prepare a paragraph by paragraph analysis of the Statement of Claim (factual response) setting out a factual analysis of each allegation raised, providing document citations supporting the facts and analysis relied upon;
- RA-6 Conduct analysis on all relevant primary and secondary sources in the context of the litigation and the impact on the position of the Crown. This shall be done in consultation with legal counsel and the Departmental Representative;
- RA-7 Prepare analytical research reports and analysis of the facts, based on analyses of the collected documents, and any other criteria/methodologies required by the Departmental Representative;
- RA-8 Conduct genealogical analysis and related research with respect to the issues in the litigation;
- RA-9 Prepare briefing materials on issues related to the litigation for the Departmental Representative;
- RA-10 Lead research teams in the planning, management and quality assurance of research, and coordinate activities of research teams;
- RA-11 Assist legal counsel in the preparation of examination for discovery proceedings;
- RA-12 Assist legal counsel in preparing questions, or drafting answers to questions, asked by way of interrogatories or as undertakings from examinations for discovery;
- RA-13 Participate in meetings with the Departmental Representative and legal counsel to provide briefings and discuss research strategies;
- RA-14 Prepare analytical status reports summarizing the effectiveness of the research approach adopted, problems encountered, unanticipated discoveries and/or the progress of the work of individuals or the team being managed.
- RA-15 Be prepared to answer questions and suggest further sources and avenues for all research activities relevant to the litigation;
- RA-16 Assist in the management, maintenance and quality control of a computerized database related to a particular case under study, provide guidelines for the creation and administration of the database from a research perspective, and coordinate research activities related to the database system (see Annex C); and
- RA-17 Perform other Research Analysis functions, as requested by the Departmental Representative.

Research Services (RS)

Based on a per diem of 8.0 hours of work, **the Contractor shall, on an as and when required basis, carry out the Research Services activities described below:**

- RS-1 Review/read previously identified departmental files, archival files and/or other primary and secondary source materials to identify relevant documents and information;
- RS-2 Review/read various DIAND and/or other federal government electronic files or computerized information systems to identify relevant documents and information. Systems include, but are not

APPENDIX "D"
STATEMENT OF WORK

limited to, Community Profiles, Indian Registration System, Indian Lands Registry System, Departmental Library online systems and Land Sales System;

- RS-3 Identify/flag and retrieve specific documents pertaining to particular issues or topics identified as being of relevance to specific litigation;
- RS-4 Prepare a summary (records researched) of each file reviewed and, if required, enter the file summary and other data about the file into a database;
- RS-5 Prepare summaries of each document identified as relevant and enter document summaries, research results, researchers' remarks, and other data elements, including general coding, identified by the Departmental Representative into a database;
- RS-6 Transcribe and produce legible copies of illegible documents;
- RS-7 Assemble, collate and/or gather information into a written report/research product including, but not limited to, annotated lists, chronology of events, or summaries of facts and/or documents;
- RS-8 Make recommendations on documents to be included / excluded in an affidavit of documents or affidavit of records;
- RS-9 Review documents and assign established issue codes according to given scope notes, parameters, terms of reference and/or instructions by the Departmental Representative;
- RS-10 Suggest or recommend individuals with key knowledge of the litigation issues who may be of assistance to the Departmental Representative or legal counsel;
- RS-11 Attend meetings and prepare regular status reports on the progress of the work and milestones achieved in the work done to date; and
- RS-12 Perform other Research Services functions, as requested by the Departmental Representative.

Document Management (DM)

Based on a per diem of 8.0 hours of work, **the Contractor shall, on an as and when required basis, carry out the Document Management activities described below:**

- DM-1 Photocopy, print, label, number, bind, and otherwise process documents to be organized into collections, either for court production or for general document collections;
- DM-2 Organize, sort and otherwise compile document sets;
- DM-3 Perform Data Entry of specified tombstone data from the documents provided into the fields specified by the Departmental Representative to be imported/ loaded into Summation (see Tombstone Coding Protocol Guide in Annex D);
- DM-4 Complete data entry of fields identified by Departmental Representative only if they appear in the document (no assumptions are to be made);
- DM-5 Flag documents requiring further interpretation in the Document Problems (or similar field as directed) and set aside for review by the Departmental Representative;
- DM-6 Perform quality control activities for databases, including review and editing of the data entered, to ensure accuracy and adherence to the protocols and standards;
- DM-7 Scan documents in a manner that is consistent with scanning protocol as provided by the Departmental

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APPENDIX "D"
STATEMENT OF WORK

Representative (see Annex F);

DM-8 Load and attach scanned documents to relevant/related databases;

DM-9 Perform quality control of scanned images; and

DM-10 Perform other Document Management functions, as requested by the Departmental Representative.

SW6 DELIVERABLES

All written material shall be provided in hard and/or soft copy as requested by the Departmental Representative and prepared in accordance with the instructions provided by the Departmental Representative. Unless otherwise specified, the soft copy shall be provided in the current version of DIAND's approved desktop software (currently PC-based Microsoft Office [Microsoft Word]). All databases shall also be provided in electronic copy in a format compatible (e.g. Excel) with the current version of DIAND's approved desktop software (currently Summation LG Gold).

In accordance with the activities defined in SW6 'Scope of Work' and the specific requirements of any Call-up drawn up under the Standing Offer, the Contractor shall submit the material described below to the Departmental Representative:

- 6.1 a research plan, prepared in accordance with RA-2 and incorporating any information uncovered through RA-1;
- 6.2 a statement of claim/reference analysis and an indexed compilation of documents relied upon to accompany such report prepared in accordance with RA-5;
- 6.3 a research report and an indexed compilation of documents relied upon to accompany such report, prepared in accordance with RA-7;
- 6.4 background documentation, updates and briefing materials, in accordance with RA-9 and RA-15;
- 6.5 analytical status reports, in accordance with RA-14;
- 6.6 a compilation of all relevant documentation, which has been reviewed, annotated, and summarized, in accordance with RS-4, RS-5, and RS-6;
- 6.7 file summaries (records researched), in accordance with RS-4;
- 6.8 transcribed copies of illegible documents, in accordance with RS-6;
- 6.9 status reports, in accordance with RS-11;
- 6.10 instructions and/or guidelines for the creation and administration of a database system, in accordance with RA-16;
- 6.11 updated databases and/or completed input documents for the database, in accordance with RA-16 and DM-3;
- 6.12 a list and/or index of documents in accordance with RA-16;
- 6.13 document set(s) which have been copied, organized, labelled and otherwise processed, in accordance with DM-1 and DM-2;
- 6.14 document set(s) which have been scanned in accordance with DM-7.

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**APPENDIX “D”
STATEMENT OF WORK**

SW7 CONTRACTOR RESPONSIBILITIES

- 7.1 The management by the Contractor of service delivery to DIAND in relation to the Standing Offer Agreement (SOA) shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or federal government regulations, policies and procedures.
- 7.2 It is the responsibility of the Contractor to, at all times, conduct itself and to ensure the performance of its Resources in accordance with the terms and conditions of the SOA and any resultant Call-up, and in accordance with the Code of Conduct for Procurement (see <http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/cca-ccp-e.html>).
- 7.3 The Contractor shall ensure that all of its deployed personnel are properly trained and equipped to fulfil their responsibilities.
- 7.4 The Contractor shall supply all of its own tools, facilities, equipment, and software required for completion of the work, unless otherwise directed by the Departmental Representative. The Contractor shall provide for its own means of communication with the Department, as e-mail will not be provided by DIAND.

SW8 CONTRACTOR RESOURCE REQUIREMENTS

- 8.1 Deployed Resources shall have the stated minimum qualifications and required work experience for the Resource Categories applicable to the Service Stream in which the Contractor has qualified (see table below).

8.2 Resource Categories and Qualifications

The following table defines the minimum qualifications for each of the required Resource Categories.

Resource Category	Minimum Resource Qualifications
Research Analysis	<ul style="list-style-type: none"> ➤ An undergraduate degree in the social sciences or humanities (in a relevant discipline, including, but not limited to, history, native studies, political science, anthropology and sociology) or law. ➤ Twelve (12) months of full-time* professional work experience (within the last 10 years) conducting Research Analysis related activities, as defined in the Statement of Work, in the area of Aboriginal relations with the Crown. This includes, but is not limited to, Aboriginal grievances, Aboriginal litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools.

**APPENDIX “D”
STATEMENT OF WORK**

Category	Resource	Minimum Resource Qualifications
<p>*Experience gained on a part-time basis can be added together to arrive at a full-time equivalent in order to meet the minimum resource experience requirements. For example, if a proposed resource has worked exactly half-time (1/2 time) for two (2) years on a project that meets LMRB’s requirements in other respects, that would count as one (1) year of full-time experience. Note: Resource experience in database research alone will not be deemed sufficient evidence of research experience at the level of complexity LMRB requires.</p>		
Research Services		<ul style="list-style-type: none"> ➤ Two (2) years or four (4) complete semesters of full-time, post-secondary education in the social sciences or humanities (in a relevant discipline, including, but not limited to, history, native studies, political science, anthropology and sociology) or law. ➤ Four (4) months of full-time*professional work experience (within the last 5 years) conducting Research Services related activities, as defined in the Statement of Work, in the area of Aboriginal relations with the Crown. This includes, but is not limited to, Aboriginal grievances, Aboriginal litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools.
<p><u>Under Service Stream 1 ‘Research Analysis, Research Services and Document Management’, the Individual resource named in the Contractor’s Proposal shall demonstrate the minimum qualification requirement of full-time professional work experience for each Resource Category consecutively, such that the Individual possesses a total of 16 months full-time experience (12 months in Research Analysis; 4 months in Research Services).</u> Note: Resource experience in database research alone will not be deemed sufficient evidence of research experience at the level of complexity LMRB requires.</p>		

8.2.1 The Contractor shall provide the services of the Individual resource named in its Proposal to perform the work.

8.3 Subcontracting

Following SOA Award, the Contractor may subcontract upon LMRB’s prior authorization, and review and approval of the qualifications of the proposed subcontracted resource.

SW9 REPORTING REQUIREMENTS

9.1 The Contractor shall be responsible for facilitating and maintaining communication with the Departmental Representative regarding the progress of work completed under any Call-up(s) under the SOA.

9.2 Upon request from the DIAND Departmental Representative, the Contractor shall provide ad hoc written or oral status updates relating to any work in progress under any Call-up.

9.3 In addition, the Contractor shall immediately notify the Departmental Representative of any issues, problems, or areas of concern that could adversely affect the ability of the Contractor to complete the

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APPENDIX "D"

STATEMENT OF WORK

work specified under any Call-up.

SW10 DEPARTMENTAL SUPPORT

- 10.1 As required for the successful provision of Litigation Research Analysis, Litigation Research Services and Document Management Services, DIAND will afford the Contractor with access to Departmental facilities in order to review files which cannot be removed from DIAND premises; to research databases; and to meet with DIAND subject matter experts and other personnel. The Department will also facilitate cooperation with other sector and regional DIAND representatives.
- 10.2 The Department will provide the Contractor with a copy of Researchers' Guidelines after the SOA Award.
- 10.3 As required, documents and work completed by the Contractor may be provided to DIAND who will arrange for scanning.

SW11 LOCATION OF WORK AND TRAVEL

- 11.1 Unless otherwise stated, the work shall be conducted within the National Capital Region (NCR). Contractors are responsible for all costs related to their own personal expenses within the NCR, including the cost of travel between their place of business and DIAND headquarters.
- 11.2 There may be the occasional requirement for Contractor travel to other locations, as specified in the Call-up documents. If required, any travel must be authorized in advance by the Departmental Representative and undertaken in accordance with the Treasury Board (TB) Travel Directive. Contractors will be reimbursed for previously authorized travel, accommodation and living expenses associated, in accordance with TB Directives.
- 11.3 Except when on-site work at DIAND premises is required, all Contractors shall provide their own premises, equipment, software, and tools necessary for the performance of the tasks outlined in the SOW.

SW12 GREEN PROCUREMENT AND SERVICES

The Contractor shall ensure, where possible, that all materials employed and work methods utilized by both the Contractor and its deployed personnel shall accord with DIAND's commitment to DIAND's and the Government of Canada's Green Procurement Strategy.

SW13 CONSTRAINTS

- 13.1 The material generated by the Contractor may be subject to Solicitor/Client privilege and shall therefore be handled appropriately as per the instructions of the Departmental Representative.
- 13.2 The Contractor shall not contact plaintiffs/claimants, their legal counsel or researchers unless such contact is first approved by the Departmental Representative.

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APPENDIX "D"
STATEMENT OF WORK

SW14 CALL-UP ASSIGNMENT AND PROCEDURES

- 14.1 Call-ups for the delivery of Litigation Research Analysis, Litigation Research Services and Document Management Services will be awarded by DIAND to the Contractor(s) who, in DIAND's exclusive opinion, can best render the required service, based on the following factors:
- a) the need for specific types of services and subject matter expertise, taking into consideration any previous experience by Contractor(s) in the subject area;
 - b) availability of Contractor;
 - c) the Official Language in which the required services shall be delivered; and
 - d) the location where the required services shall be performed and (or) delivered within Canada without having to incur any travel expenses.
- 14.2 For each Call-up, the Departmental Representative will provide the Contractor with details of the work activities to be performed, the deliverables to be submitted within the scope of the Call-up, and the required completion date(s).
- 14.3 As required, the Contractor shall provide DIAND with a Proposal based on DIAND's requirements. The Proposal should include information regarding the Contractor's availability to do the project, how it proposes to proceed with the required task(s), any subcontracted Resources proposed to complete the work and the estimated cost. Any Proposal is subject to the approval of the Departmental Representative. Submission of a Call-up Proposal does not obligate DIAND to enter into a Call-up with the Contractor.
- 14.4 The total cost for the services required under the Call-up shall be determined by utilizing the applicable rate(s) established within the SOA.
- 14.5 Upon agreement, the Contractor will be authorized by the Contracting Authority to proceed with the work by issuance of a signed Call-up document.
- 14.6 The Contractor shall not commence work until authorized in writing by a signed Call-up issued by the Contracting Authority or his/her delegate.
- 14.7 The Contractor shall not in any way change the nature or direction of the work undertaken under any Call-up, or seek clarification of its terms, other than with the express written approval and consent of the Departmental Representative.

APPENDIX "E"

INTELLECTUAL PROPERTY

Canada to Own Intellectual Property Rights in Foreground Information

- 01 Interpretation
- 02 Disclosure of Foreground Information
- 03 Canada to Own Intellectual Property Rights in Foreground Information
- 04 License to Intellectual Property Rights in Background Information
- 05 Right to License
- 06 Access to Information; Exception to Contractor Rights
- 07 Waiver of Moral Rights
- 08 License to Intellectual Property Rights in Foreground Information
- 09 No Right for Contractor to Sub-license

01 INTERPRETATION

1. In the Contract,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

APPENDIX "E"

INTELLECTUAL PROPERTY

02 DISCLOSURE OF FOREGROUND INFORMATION

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or such earlier time as the Minister or the Contract may require.
2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

03 CANADA TO OWN INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

3.
 - (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.
 - (ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

APPENDIX "E"

INTELLECTUAL PROPERTY

04 LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN BACKGROUND INFORMATION

1. The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required in order for Canada to exercise its license in the Intellectual Property Rights in the Foreground Information. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
2. The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
3. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.
4. Notwithstanding subsection 1, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

05 RIGHT TO LICENSE

1. The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

06 ACCESS TO INFORMATION; EXCEPTION TO CONTRACTOR RIGHTS

1. Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
 - (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
 - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;

APPENDIX “E”
INTELLECTUAL PROPERTY

- (c) is independently developed by or for Canada; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

07 WAIVER OF MORAL RIGHTS

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

08 LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION

1. Subject to subsection 2, if the Contractor wishes to make use of the Foreground Information for purposes of its commercial exploitation or further development, then the Contractor may make a written request for a license to the Minister. Such a request should be made within thirty (30) working days following completion of the Work. The Contractor shall give the Minister an explanation as to why such a license is required. The Minister shall respond in writing to any request for such a license within a reasonable period of time. If the request is refused the response shall provide an explanation for the refusal. Should the Minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and the Minister. It is understood that those terms may include payment of compensation to Canada.
2. Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada, or personal information (as this term is defined in the *Privacy Act* (R.S.C., c. P-21)) collected by the Contractor as part of the Work, then the license referred to in subsection 1 shall be restricted to the Intellectual Property Rights in Foreground Information that are capable of being exploited without the use of such information or data or such personal information.

09 NO RIGHT FOR CONTRACTOR TO SUB-LICENSE

1. The Contractor shall not have the right to sub-license or otherwise authorize any party to exercise any of the Intellectual Property Rights in the Foreground Information.

APPENDIX “F” TRAVEL EXPENSE INFORMATION

1. The following are the maximum rates allowed in the current issue of the Treasury Board Travel Directive and in accordance with the Special Travel Authorities of Treasury Board. As some rates are subject to change every January 1st, April 1st, July 1st and October 1st of each year, it is the Contractor's responsibility to ensure that the travel rates applied to the period being invoiced are in accordance with the TB Travel Directive, *Rates and Allowances*, Appendix B and C as published on the National Joint Council website <http://www.njc-cnm.gc.ca/doc.php?sid=3&lang=eng>.

Air Travel The standard for air travel is economy class only. Under no circumstances will the Department defray the cost of business class travel by a Contractor. The Department may limit the reimbursement of the air travel portion when the lowest appropriate rate is not obtained.

Rail Travel The standard for rail travel is the next higher class after the full economy class.

Taxis Receipts are only required to justify individual taxi fares in excess of ten dollars (\$10.00), taxes included.

Rental Vehicles The standard for rental vehicles is mid size. Rental vehicles beyond the standard shall be authorized based upon factors such as, but not limited to, safety, the needs of the traveller and the bulk or weight of goods transported.

Rental vehicles are only to be used in instances where the Contractor has received prior authorization from the Departmental Representative identified in the Contract after having demonstrated, in writing to the Departmental Representative that the use of such vehicles is cost-effective in relation to commercial transportation.

Contractors must consult the PWGSC Car Rental Directory available at <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/index-eng.aspx> and, where feasible, utilize those Rental Companies that have agreed to extend their government rates to cost reimbursable Contractors working under Contract and traveling on official government business as identified in the Directory under Services Offered. A letter which confirms that the Contractor is on travel status on behalf of the government and specifies the duration of the Contract and the destination shall be provided to the Contractor by the Departmental Representative for the purpose of acquiring government rates from Rental Companies.

Collision damage waiver coverage is required for the entire period that a vehicle is rented. Contractors will not be reimbursed for insurance coverage premiums. Contractors who intend to carry passengers are advised to confirm with their insurance agent that they are adequately insured.

Contractors shall be reimbursed the daily vehicle rental fee (excluding any insurance coverage premiums) and the actual costs of parking the rental vehicle upon submission of actual receipts.

Private Motor
Vehicles

Privately-owned vehicles are only to be used in instances where the use of a privately-owned vehicle is cost-effective in relation to commercial transportation, and, upon prior authorization of the Departmental Representative identified in the contract.

Insurance premiums related to the use of privately-owned vehicles are the responsibility of the Contractor. Contractors may request reimbursement of parking through the submission of receipts.

**APPENDIX “F”
TRAVEL EXPENSE INFORMATION**

The following kilometric rates (**taxes included**) are applicable effective January 1, 2013:

Cents/km (Taxes Included)

<i>British Columbia</i>	<i>50.5</i>	<i>New Brunswick</i>	<i>50.0</i>
<i>Alberta</i>	<i>51.0</i>	<i>Prince Edward Island</i>	<i>50.5</i>
<i>Saskatchewan</i>	<i>45.5</i>	<i>Newfoundland</i>	<i>53.0</i>
<i>Manitoba</i>	<i>46.5</i>	<i>Yukon</i>	<i>62.0</i>
<i>Ontario</i>	<i>55.0</i>	<i>Northwest Territories</i>	<i>58.5</i>
<i>Quebec</i>	<i>57.0</i>	<i>Nunavut</i>	<i>58.5</i>
<i>Nova Scotia</i>	<i>51.0</i>		

Hotels

Contractors are expected to use moderately priced hotels. Only partial reimbursement of actual costs may be made by the Department should claims be for unreasonably high-priced accommodation.

Private
Non-Commercial
Accommodations

Should a Contractor stay with friends or relatives the private non-commercial accommodation rate of \$50.00/overnight stay GST/HST inclusive is reimbursed.

Meals

The following rates (**taxes included**) are applicable during the period of October 1, 2012 to March 31, 2013:

	<u>All Provinces</u>	<u>Yukon & Alaska</u>	<u>NWT</u>	<u>Nunavut</u>
<i>Breakfast:</i>	\$15.50	\$15.70	\$21.50	\$20.90
<i>Lunch:</i>	\$15.00	\$18.95	\$22.10	\$29.55
<i>Dinner:</i>	\$41.30	\$49.95	\$51.70	\$69.65

Incidental
Expenses

The Contractor may claim seventeen dollars and thirty cents (\$17.30) GST/HST inclusive for each day of stay in commercial or private non-commercial accommodations.

2. Receipt Requirements

Only original receipts will be accepted from Contractors; photocopies of hotel bills, air/train tickets, taxi receipts, etc. are not claimable.

Receipts are required for the following:

1. *Air or ground transportation e.g. train, bus, car rental, parking costs, etc..*
2. *Taxis in excess of \$10.00.*
3. *Hotel accommodation.*

ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

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:

ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 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
 - 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.

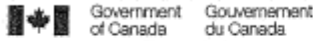
Printed Name and Signature of Authorized Agent of Bidder

Position Title

Date

ANNEX "B"

**SECURITY REQUIREMENT CHECKLIST
AND
IT SECURITY SAFEGUARD REQUIREMENTS**



Contract Number / Numéro du contrat 20-13-6001
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 Security
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 Northern Contaminated Sites Program - Support Services		
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		
5. 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
5. 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
5. 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 / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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ANNEX "B"

**SECURITY REQUIREMENT CHECKLIST
AND
IT SECURITY SAFEGUARD REQUIREMENTS**



Contract Number / Numéro du contrat
20-13-6001
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? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> 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"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : _____	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui <input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PART C SAFEGUARDS (SUPPLIER) / PARTIE C MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui

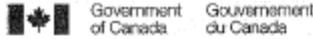
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ANNEX "B"

**SECURITY REQUIREMENT CHECKLIST
AND
IT SECURITY SAFEGUARD REQUIREMENTS**



Contract Number / Numéro du contrat 20-13-6001
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 DIFFUSION RESTRICTÉE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET Très Secret
											A	B	C			
Information / Assets Renseignements / Biens Production		✓														
IT Media / Support IT IT Line / Ligne 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 "B"

**SECURITY REQUIREMENT CHECKLIST
AND
IT SECURITY SAFEGUARD REQUIREMENTS**



Contract Number / Numéro du contrat
A0156-13-1064
20-13-6001
Security Classification / Classification de sécurité

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres mouillées) Vanessa McKenzie		Title - Titre Director, ELD (RCM 2360)	
Telephone No. - N° de téléphone 819-994-0900		Facsimile No. - N° de télécopieur 819-953-6143	
E-mail address - Adresse courriel Vanessa.McKenzie@aindnc-aindnc.gc.ca		Date <i>April 17/13</i>	
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres mouillées) Joelle Guibault Office: (819) 953-3730 Fax: (819) 953-6774		Title - Titre Head Personal Security Contractor and Awareness	
Telephone No. - N° de téléphone		Facsimile No. - N° de télécopieur	
E-mail address - Adresse courriel		Date MAY 22 2013	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
		<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres mouillées) Céline Viner		Title - Titre Senior Contracting Officer	
Telephone No. - N° de téléphone 819-994-7304		Facsimile No. - N° de télécopieur 819-953-7830	
E-mail address - Adresse courriel celine.viner@canada.ca		Date April 11, 2013	
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres mouillées)		Title - Titre	
Telephone No. - N° de téléphone		Facsimile No. - N° de télécopieur	
E-mail address - Adresse courriel		Date	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



ANNEX "B"

**SECURITY REQUIREMENT CHECKLIST
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**

Contractor Name	RFP
Contract Number	20-13-6001
Document Number:	4851338
Date:	May 22, 2013
Designation / Classification	Unclassified



Canada

ANNEX "B"**SECURITY REQUIREMENT CHECKLIST
AND
IT SECURITY SAFEGUARD REQUIREMENTS****IT Security Requirements****Contract # 20-13-6001****Unclassified****Overview**

As per the Security Requirement Checklist (SRCL) for contract # 20-13-6001, 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), the Treasury Board's Management of Information Technology Security Standard (MITS) and the Aboriginal Affairs and Northern Development Canada's (AANDC) Electronic Storage and Transmission standards listed below.

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 AANDC for immediate action.

The contractor was provided with a copy of the IT Security Requirement Safeguards and is therefore aware of these 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 "B"**SECURITY REQUIREMENT CHECKLIST
AND
IT SECURITY SAFEGUARD REQUIREMENTS****IT Security Requirements****Contract # 20-13-6001****Unclassified****Electronic Storage of Departmental Data**

When there is a requirement to store or transport departmental data outside of AANDC premises or off AANDC's internal network, the contractor must ensure that the data remains secure at all times by adhering to the following requirements:

Protected "A"

- Computing devices used to process AANDC data are equipped with up to date Anti-Virus which is configured to automatically receive and install product updates.
- Computing devices used to process departmental 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 (be it a network perimeter firewall appliance or host based firewall application installed on the computer).
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards. (<http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti/itsg06-eng.htm>).

Protected "B"

Protected A safeguards listed above plus the following:

- When carrying Protected B data outside of the contractors premises, data must be stored on a FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements. <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- While on contractor premises, portable media devices containing sensitive information are to be physically stored within an appropriate security container in accordance with the highest level of sensitivity stored on the device when not in use. Such a security container must be present on the contractor's premises (Pro B = Padlock security Container / Pro C = (Integrated Dial Lock security container).

ANNEX "B"

**SECURITY REQUIREMENT CHECKLIST
AND
IT SECURITY SAFEGUARD REQUIREMENTS**

IT Security Requirements Contract # 20-13-6001 Unclassified

Electronic Transmission of Departmental Data

The section provides the accepted methods in which data can be exchanged between AANDC and the contractor 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. The use of transmission methods other than those listed below is prohibited.

Classification Level	AANDC Approved Transmission Methods	Requirements (PWGSC to verify if contractor meets these requirements)
Protected A	Email NOT APPLICABLE FOR THIS RFP	<ul style="list-style-type: none"> • Each user has their own corporate e-mail account which is protected with a username and password. • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc)
	Fax	Contractor can transmit Protected A Data to AANDC via fax so long as the following requirements are met: <ul style="list-style-type: none"> • The sending fax machines is located on the contractor's premises • The sender contacts the recipient to confirm fax number and advise recipient of incoming fax • Recipient is present at the fax machine ready to receive fax • Sender obtains confirmation from sender of receipt
	Wireless Communications	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: <ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values. ▪ The network name (SSID) has been changed from its default value. ▪ WPA2 encryption with an AES algorithm enabled.
Protected B	Entrust Encrypted and Digitally Signed E-mail NOT APPLICABLE FOR THIS RFP	In order to transmit Protected B data via e-mail, the data must be encrypted using a GOC PKI certificate and Entrust Software. <ul style="list-style-type: none"> • Contractor has a valid GOC PKI Certificate. • Entrust Software is installed on the contractor's PC/laptop. • E-mail is encrypted with one of the following encryption algorithms: <ul style="list-style-type: none"> • CAST5-128 Bit • 3DES-168 Bit



ANNEX "B"

**SECURITY REQUIREMENT CHECKLIST
AND
IT SECURITY SAFEGUARD REQUIREMENTS**

IT Security Requirements Contract # 20-13-6001 Unclassified

		<ul style="list-style-type: none"> • AES-128 Bit • AES-192 Bit • AES-256 Bit • One of the following algorithms is used to digitally sign E-mails: <ul style="list-style-type: none"> • RSA (Rivest, Shamir, Adleman) • DSA (Digital Signature Algorithm) • ECDSA (Elliptic Curve Digital Signature Algorithm) • One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> • SHA-1 (not valid after 2013) • SHA-224 • SHA-256 • SHA-384 • SHA-512
	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"> ▪ The administrator user name and password must be changed from their default values. ▪ The network name (SSID) has been changed from its default value. ▪ WPA2 encryption with an AES algorithm enabled.
	AANDC Secure File Exchange	<ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to the user by AANDC • The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (https://efse-sfee.aandc.aandc.gc.ca/policy/sfe_Acceptable_use_policy.html)
	AANDC Collaboration Service	<p>A personally identifiable unique username and password is assigned to each user by AANDC.</p>



ANNEX "B"

**SECURITY REQUIREMENT CHECKLIST
AND
IT SECURITY SAFEGUARD REQUIREMENTS**

IT Security Requirements Contract # 20-13-6001 Unclassified

	<p>Fax</p>	<p>Contractor can transmit Protected B Data to AANDC via fax so long as the following requirements are met:</p> <ul style="list-style-type: none"> • The sending fax machines is located on the contractor's premises • The sender contacts the recipient to confirm fax number and advises recipient of incoming fax • Recipient is present at the fax machine ready to receive fax • Sender obtains confirmation from sender of receipt
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Remote Connectivity to the AANDC Network

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

- The Contractor will gain remote access to the AANDC network through the Citrix Portal <https://pa-ap.aadnc-aandc.gc.ca> or by a Virtual Private Network (VPN) secured by IPsec using one of the following encryption algorithms:
 - 3DES (168 bit)
 - AES-128
 - AES-192
 - AES-256
- A unique identifier and password is assigned to each user and is used to authenticate the user to the AANDC network.

ANNEX “C”
DATABASE COORDINATION TASKS

Please Note; This annex is intended to outline in more detail, the types of specific tasks that may be required to complete RA-16 of the Statement of Work. The tasks outlined in this annex may be amended and adjusted as required and as agreed to with the Departmental Representative

(All tasks relate to Summation Blaze7 LG Software.)

1. Conduct database audit(s) and quality control review of data and images;
2. Monitor and provide quality control of various document management tasks as they relate to the document database;
3. Liaise with and provide guidance to others carrying out data entry tasks to ensure accuracy;
4. Liaise with and provide guidance to researchers for all database related work;
5. Perform image linking functions both on an individual basis and in loading, checking and running load (dii) scripts/files;
6. Import document records into the document database including coding TXT files and limited field data;
7. Export document records and limited field data into required formats (e.g. TXT, csv);
8. Export/import and send or receive copies of document databases to litigation counsel, coding contractors, and/or other stakeholders, at the request of the Departmental Representative;
9. Append document records to an existing database, performing all quality control checking and safeguards, as required;
10. Perform updates and/or merges on databases and data elements, as requested by the Departmental Representative;
11. Load or link electronic transcripts into document databases;
12. Create and/or modify database forms, columns and tables, as required;
13. Perform troubleshooting on database problems/errors for the research team, as required;
14. Perform regular internal Summation/database maintenance functions (Backup/check/pack/blaze);
15. Restore backed-up database files, as required, following problems or loss of data;
16. Create and maintain all aspects of coding protocols and general database protocols, including LMRB/DOJ agreements for data sharing;
17. Manipulate data in document databases to create document lists, as requested by the Departmental Representative;
18. Liaise with the litigation counsel for sharing of databases and writing coding agreements etc., at the request of the Departmental Representative; and
19. Perform other Database Coordination functions, as requested by the Departmental Representative.

ANNEX “D” TOMBSTONE CODING PROTOCOL GUIDE

Please Note: This guide is intended to provide a basic outline of Tombstone Coding protocol requirements. The protocols and requirements, including the number of fields, outlined in this guide may be amended and adjusted as required and as agreed to with the Departmental Representative

Documents provided for coding will include both handwritten and typed text as commonly found in historical and contemporary documents and may be in hard copy format (paper) or electronic (images - both TIFF and PDF).

As headers, data must be provided in the following load file format: comma separated ASCII Text (TXT file) using the field names specified by the Departmental Representative when a request for a Call-up is made.

The acceptable margin of error in these tasks is 1%.

TOMBSTONE CODING PROTOCOL GUIDE

TYPES OF FIELDS AVAILABLE IN SUMMATION

Note Field

Accepts alpha-numerical data. The maximum length is 32,000 characters. Example fields are Document ID No., Federal Crown Document No., Document Type, Document Source, Researcher=s Analysis, Summary, etc.

Multi-entry Field

Designed to hold multiple alpha-numeric entries. Searching can be done on individual entries. The data can be tallied. Each entry is on its own line and should not exceed 80 characters. Example fields are Author, Recipient, CC/BCC, Mentions, Saw/Signed, DOJ PRIV/Producibility, Document Features, etc. Maximum size of this field is 32,000 characters.

Date Field

Holds only a valid date. Default date format is set at MM/DD/YYYY. Fuzzy dates, where a portion of the date is unknown, are acceptable.

Time Field

Accepts only time formatted data in hours, minutes, and Aa.m.≡ or Ap.m.≡ #Time and #UpTime are Summation control fields.

Integer Field

A field designed to hold whole numbers from -999,999,999 to 999,999,999. The maximum size of this field is 10 digits. The page amount field is an integer field. There is a spare integer field for DOJ and one for LMRB. Integer fields can be totalled on the Column view.

Currency Field

Holds currency values from \$0.00 to +/- \$999,999,999,999.99. The maximum size of this field is 20 characters. There is a spare currency field available on the Column view.

Real Field

Decimal numbers beyond two digits. Maximum size is 8 digits. There is no Real field in the Standard Protocol.

Text Field

Holds fixed length, alpha-numeric data. The default size is 8 characters. Maximum size is 99 characters. Once set, the length of the field cannot be increased.. Do not use a fixed length text field - use a Note field instead. The only Text field in the database is HasImage, a Summation controlled field.

**ANNEX “D”
TOMBSTONE CODING PROTOCOL GUIDE**

CHARACTERS NEVER TO USE IN SUMMATION

NEVER USE THE FOLLOWING CHARACTERS IN SUMMATION:

Never Use	Use Instead	Why
; Semi-colons	, comma - hyphen : colon	Causes problems with import/export when used in a multi-entry field
() Round Brackets	[] square brackets	Round brackets are used for grouping of AND / OR clauses
* Asterix	Capitalize something if it is important	Wild card searching function only, can't be searched for
@ sign	Use some other string of text for import/export function - such as xxx or yyy for tracking	Use only as part of an email address.
A Double quotes	> single quotes	Can cause problems when importing data if the pattern is a comma followed by a double quote. Avoid these problems and just use single quotes.
é, â, à, ç, etc. Accents	use the character without any accents	For French databases, carry on with the use of accented characters. In other situations, users may not be familiar with the use of the proper accents and may not have access to the French keyboard so they should be avoided.
any punctuation inside a square bracket	brackets with text only inside	Use dashes instead to separate data.

**ANNEX “D”
TOMBSTONE CODING PROTOCOL GUIDE**

STANDARD SUMMATION FIELDS

1. Document ID No
2. Page Amt
3. Document Type
4. Document Title
5. Document Features
6. Document Dates Fields
 - a. Cover Date
 - b. Document Date
 - c. Assigned Date
7. Attached and Related Documents
 - a. ParentID
 - b. Attachment Links
8. Document Names Fields (Author, Recipient, CC/BCC)
9. Coderflags
10. Document Source

1. Document ID No

Column Name	Field Type	Lookup Table	Validation Template
Docid	Note	No	No

COMMENTARY

- ☐ An internal tracking number that gives each Federal Crown document a **unique** identifier which never changes.
- ☐ Also known as Sumno or Begdoc # in other databases.
- ☐ Provides a unique link field to be used when scanning is done before listing..

EXAMPLES

XXX-00201 The 201st document in the XXX collection. There are no attachments, this is a single document.

XXX-00200[000-010] The 200th document in the XXX collection. This is the cover document with a total of ten attached documents.

XXX-00200[002-010] The 200th document in the XXX collection. The second of ten attached documents.

PROTOCOL

- ☐ NEVER use letters to end your document number as this causes incorrect sorting when the number of attachments exceeds 26 ("Z")
- ☐ The alpha portion is a prefix, which visually identifies the records as belonging to a particular party in the case.
- ☐ The alpha portion is searchable and provides an easy way to select all the records for a particular party [DOCID=XXX*]
- ☐ Leading zeros are necessary to have the number sort properly. For very large cases, uses a 6 digit number.
- ☐ Attached documents are indicated by the numbers inside the square brackets. The first number indicates the document's order within the attached set. The second number is the total number of attachments excluding the cover document. The main number repeats for each of the attached documents.
- ☐ The cover document is indicated by [000-002]. The first attachment is [001-002] and so on.

**ANNEX “D”
TOMBSTONE CODING PROTOCOL GUIDE**

- ∃ This Document ID number is on the front page **at the bottom left-hand corner**
- ∃ Every document going into the database **must** have a unique document identification number.
- ∃ As there is a maximum number of templates allowed per field, you may have to delete two existing templates from your new database and replace them with the following templates:
- ^^?-00000
- ^^?-00000[000-000]

CAUTIONS

- ∃ DO NOT use a period [.] in Document ID numbering. Use a hyphen [-] instead as shown in the examples provided.
- ∃ All DOCID numbers must be unique
- ∃ All DocID number patterns must be zero-filled to the same number of digits to ensure that the documents sort properly.

2. Page Amt

Column Name	Field Type	Lookup Table	Validation Template
Pageamt	Integer No		No

COMMENTARY

- ∃ Note how many pages are actually in each document.

PROTOCOL

- ∃ This field is an integer field accepting only whole numbers.
- ∃ The page amount for the cover or parent document is separate from their respective attachments if the attachments are entered as separate document records.

NOTES

- ∃ You do not have to use leading zeros in this field.

3. Document Type

Column Name	Field Type	Lookup Table	Validation Template
Doctype	Note	Yes	No

COMMENTARY

- ∃ Captures the type of document, **not** a description of its features.
- ∃ The Standard contains a lookup table with a general list of document types. The lookup table will need to be customized by case

PROTOCOL

- ∃ There should only be one document type per document.
- ∃ Use the look-up table to ensure consistency.
- ∃ Attachments coded as separate records should have their own document type.
- ∃ There may be additional document types that **are not** on the general list that are added by the Research team.

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EXAMPLES

- Letter
- Memorandum
- Map
- Sketch
- Agreement
- Email
- Fax Cover Sheet
- Lease
- BCR [Band Council Resolution]
- Surrender
- Legislation

CAUTIONS

- ☐ Consistency in this field is essential. Avoid conflicting descriptions like memorandum, memo, memoranda, and memos. Searching becomes difficult and records may be missed.
- ☐ Do not add descriptive remarks like Draft, Handwritten.

4. Document Title

Column Name	Field Type	Lookup Table	Validation Template
Doctitle	Note	No	No

COMMENTARY

- ☐ Captures the factual title of the document or the reference line from correspondence [RE: line]. It is not meant to capture subjective titles given to documents.
- ☐ The field does not allow you to press Enter.

PROTOCOL

- ☐ Include the full title of the document.
- ☐ Leave the field empty, if there is no title or RE line.
- ☐ List the complete title or RE: line a single line even if it has multiple lines in the document. The field does not allow you to press Enter.

5. Document Features

Column Name	Field Type	Lookup Table	Validation Template
DocFeat	Multi-Entry	Yes	No

COMMENTARY

- ☐ Indicate descriptive characteristics about a document, but is **not** meant to capture the type of document.
- ☐ Capturing descriptive information about a document is particularly effective if you do not scan the collection. Fewer trips are made to the binders to look at documents.
- ☐ Using a single field to capture this information makes queries simpler when you are trying to extract a set of documents with certain physical characteristics.

PROTOCOL

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- ∩ Use a look-up table to manage the entry of data. Consistency is critical in this field particularly when it comes to identifying attachments, duplicates, variants and other status flags. The lookup table will need to be customized for each case.
- ∩ The field requires consistency in coding across the database. You can't have half the database coded extensively and the other half not. Your searches won't be reliable.
- ∩ If this is field is being captured during the tombstone phase, make sure your instructions to the coders are clear as to what they are to flag in the field and what will be left to a later phase of the coding.
- ∩ Mandatory use of the attachment references, included in the master database lookup table, is required.

EXAMPLES

∩ Some examples in the lookup table are:

- Has attachments
- Is attached
- Is duplicate
- Has duplicate
- Is variant
- Has variant
- Poor copy
- Handwritten
- Has Marginal Notes
- Requires special handling

∩ Example uses of the field:

- Separating parent documents from their respective attachments.
- Numbering large lists, where attachment numbering is being done, is easier using DocFeat. Query to bring up everything to be listed EXCEPT the attachments. Use the Replace Info feature to automatically number the documents. Only the attachments have to be numbered manually.

NOTES

∩ A new concept called Special Handling is maintained by DocFeat. This flag indicates the document has to be handled with extreme care. Documents which require special handling would be:

- Secret
- Severed
- Those with privacy issues
- Those with confidentiality agreements between counsel

6. DOCUMENT DATES FIELDS

a. Cover Date

Column Name	Field Type	Lookup Table	Validation Template
Covdate	Date	No	No

COMMENTARY

- ∩ The factual date on the cover page of a parent or stand alone document.
- ∩ For a document with no attachments, the cover date and document date would be the same.
- ∩ For a document with attachments, the cover document would have the same cover date and document

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date. Each attachment would have the same cover date as the original cover document and whatever document date indicated on each of the attachments.

PROTOCOL

- ∃ The date the cover (parent) document was created is the only acceptable entry. Do not put faxed dates, stamp dates, etc. here. An Estimated date should go into the Assigned Date field only [See Assigned Date and Date Comments fields].
- ∃ ALWAYS use a four digit year.
- ∃ If you cannot determine the date of the document then a "Fuzzy≅ date entry is acceptable [00-00-0000]. Fuzzy is a Summation term for a zero date portion. The field still behaves as a true date field and the documents will sort in proper chronological order. Any segment of the date can be zero-filled. Eg. 04-00-2005, 00-00-2005
- ∃ For a stand alone document [i.e. no attachments], then the cover date and the document date would be the same. If you cannot determine the date, then a Fuzzy date is entered into both fields.
- ∃ For a document with attachments where you **know** the dates:
 - the parent document [cover] would have the same Cover Date and Document Date
 - each of the attachments to the parent document would have the same Cover Date as the original parent document and their own individual Document Dates.
- ∃ For a document with attachments where you **cannot determine** the dates:
 - the parent document [cover page] would have a Fuzzy date entered for Cover Date and Document Date.
 - the attachments would each have a Fuzzy date entered for cover Date and Document Date.

b. Document Date

Column Name	Field Type	Lookup Table	Validation Template
Docdate	Date	No	No

COMMENTARY

- ∃ The factual date of the document.
- ∃ For a document with no attachments, the cover date and document date would be the same.
- ∃ For a document with attachments, the cover document would have the same cover date and document date. Each attachment would have the same cover date as the original cover document and whatever document date is indicated on each of the attachments.

PROTOCOL

- ∃ The date the document was created is the only acceptable entry. Do not put faxed dates, stamp dates, etc. here. An Estimated date should go into the Assigned Date field only [See Assigned Date and Date Comments fields].
- ∃ If you cannot determine the date of the document then a AFuzzy≅ entry is acceptable [00-00-0000].

EXAMPLES

- ∃ For a stand alone document [i.e. no attachments], then the cover date and the document date would be the same. If you cannot determine the date, then a Fuzzy date is entered into both fields.
- ∃ For a document with attachments where you **know** the dates:
 - the parent document [cover] would have the same Cover Date and Document Date
 - each of the attachments to the parent document would have the same Cover Date as the original parent document and their own individual Document Date.

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c. Assigned Date [mandatory] [*]

Column Name	Field Type	Lookup Table	Validation Template	On The List
Assidate	Date	No	No	No

COMMENTARY

- ☐ This is not necessarily a factual date.
- ☐ This field will estimate the date of a document if there is a fuzzy portion in Doc Date.
- ☐ All documents need to have dates assigned to them for chronological sorting purposes. Some documents don't have dates but you know when they were produced from other information in the document or from other documents.
- ☐ This field allows accurate chronological sorting. All documents will have a date in this field, whether it be the exact document date or an estimated or circa date.

PROTOCOL

- ☐ If the document has an exact date [as input into the Document Date field], that date is re-typed into this field.
 - ☐ If the document does not have an exact date, an estimated or circa date is entered.
 - ☐ At a minimum the year of the document should be estimated for sorting purposes.
 - ☐ For documents where you know the month and year the day should be the last day of the month.
 - ☐ Conditions and assumptions for estimating dates should be identified prior to coding to be clear and consistent with estimating dates.
 - ☐ One method of estimating dates is by using the documents before and after in the original file to put the document in the proper time period.
 - ☐ Where documents have other dates like a stamped date or faxed date, that date becomes the Assigned Date.
 - ☐ The Assigned Date is used in preparing PCO submissions.
 - ☐ For date ranges, always use the BEGINNING date of the range as the Assigned Date.
- ☐ Comments on the estimated date should be recorded in the Date Comments field including how the coder derived the estimated date if it is not from the Document Date.

EXAMPLES

- ☐ For a document with attachments where you **do not know** the exact dates, but you may be able to estimate from the cover page or an attachment:
 - the parent document [cover page] would have a Fuzzy date entered for Cover Date and Document Date. Enter the date estimate into the Assigned Date field. Put an explanation about how you determined this in the Date Comments field.
 - the attachments would each have a Fuzzy date entered for Cover Date and Document Date. The Assigned Date field would contain whatever estimated date determination you were able to make for the attachment itself.

NOTES

- ☐ Always use the CovDate for sorting when preparing the list. The Assigned Date is an internal field and is not to be released on the list.

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7. ATTACHED AND RELATED DOCUMENTS

a. ParentID [*]

Column Name	Field Type	Lookup Table	Validation Template	On The List
Parentid	Note	No	No	No

COMMENTARY

⊘ This field is required in LG/iBlaze version 2.5.x to link an attached record back to its parent document. In Version 2.5.x, it is possible to show the family of summaries related to a particular summary shown on the Column view. The feature only works if the ParentID field exists and is properly coded. It works with the DOCID field.

⊘ This field has no meaning in Version 5.21 but should be filled in if the Attlink field is being used.

PROTOCOL

⊘ Enter the DOCID for the parent document if this is an attachment. The numbering format has to match exactly what is in the DOCID field.

⊘ If this is a parent document, leave the ParentID field blank.

⊘ If this is a document with no attachments, leave the ParentID field blank.

EXAMPLES

⊘ For document LMB-00001[00-02] ParentID would be blank

⊘ For document LMB-00001[01-02] ParentID would be: LMB-00001[00-02]

⊘ For document LMB-00002], ParentID would be blank.

PROS

⊘ In LG/iBlaze Version 2.5.x, the ParentID field is used to retrieve related summaries to the Column view. If a document is an attachment and comes up in a query, it is possible to see the records for the rest of the attachments by showing the Family History. This adjusts the Column view to include the other documents.

⊘ The ParentID is also required if you want to print attachments. If you ran a query that resulted in an attachment being displayed but none of its siblings or the parent, it is possible to print the hit attachment and all the other associated documents through the use of the ParentID. This is particularly useful when preparing Witness Briefing binders.

CONS

⊘ The field has no use in Version 5.21.

⊘ If the DOCID of the Parent document ever changed, you would have to make sure to update the ParentID field for each of the attachments.

NOTES

⊘ This is a powerful field in LG Gold Version 2.5.x and should be implemented in all Version 5.21 databases where imaging will be used.

CAUTION

⊘ The link must be keyed EXACTLY right or the parent won't be found. No error messages are given.

b. Attachment Links [*]

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Column Name	Field Type	Lookup Table	Validation Template	On The List
Attlink	Muli-Entry	No	No	No

COMMENTARY

- ☐ Used to link the images of other attachments to that record. This allows you to view the associated attachment images without having to move between records.
- ☐ Only directly attached documents are listed here. See Related Documents for instructions on listing duplicates, variants and other documents.

PROTOCOL

- ☐ Enter the image link ID for the other attached documents. Do not include the image link ID of the current document. Only the other children and the parent should be keyed into the field.
- ☐ One image link per line. Put the parent image link first followed by the attachments in order.

EXAMPLES

- ☐ For document LMB-00001[00-02]
 Attlink would appear like this:
 LMB-00001[01-02]
 LMB-00001[02-02]
- ☐ For document LMB-00001[01-02]
 Attlink would appear like this:
 LMB-00001[00-02]
 LMB-00001[02-02]

NOTES

- ☐ The Attlink field has to be identified as the attachment link in Options - Defaults - Transfer fields. Select the Attlink field in the last section of that dialog box called Field Name for Attached Images or Documents. This is a user specific setting so each user of the database may have to update the setting.
- ☐ To view the associated attached images:
 - make sure you are in Display mode
 - right-click in the Attlink field to bring up the menu
 - select Next Multi-Entry to cycle through the entries in the field.
 - select Show to display the image in the viewer.
- ☐ If the Show option doesn't display in the menu, make the setting change in Options - Defaults - Transfer fields as indicated above.

CAUTION

- ☐ Once you have displayed an attachment document, that image is linked into the image viewer. To restore the viewer to the image for that record, click onto another row and then back to the original row. Click the image tab again and it will show you the image for the record rather than the other attachment.

8. DOCUMENT NAMES FIELDS

The following fields which capture the document names have the same format and protocol.

Author [*]	Recipient [*]	CC/BCC [*]			
Column Name	Field Type	Lookup Table	Validation Template	On The List	

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Author	Multi-Entry	Yes	No	Yes
Recip	Multi-Entry	Yes	No	Yes
Ccbcc	Multi-Entry	Yes	No	No

COMMENTARY

- ☐ These fields are used to enter the author(s), recipient(s) and CC/BCC(s) of the document.
- ☐ See also the Saw/Signed field for individuals who signed off on a document or on behalf of another individual.

PROTOCOL

- ☐ DO NOT use punctuation of any kind.
- ☐ Every document must have something entered in the author/recipient fields.
- ☐ It is acceptable to put N/A for those documents which do not normally have an author or recipient.
- ☐ There are three segments to a name field:
 - Individual
 - (Position)
 - [Company]
- ☐ Enter the name, position, department and/or company of the person(s) who authored the document.
- ☐ Last name capitalized, full first name if available, otherwise use initials.
- ☐ Use mixed case for positions. Do not use acronyms or abbreviations for positions, **even if they are abbreviated in the document.** Type the full position instead. Use a hyphen to separate if you are adding a further sub-position or Regional description, such as BC Region, or HQ to the individual=s position.

For Unknown or Illegible names, positions, departments/companies:

- ☐ Identify each portion of the name as their own component as noted above.
- ☐ If the **name** of the person is illegible or unknown, capitalize **ILLEGIBLE OR UNKNOWN**.
- ☐ If the **position** is illegible or unknown, put Illegible or Unknown inside the **round** brackets with the same mixed case format as you would where you know the position.
- ☐ If the **department or company** is illegible or unknown, put Illegible or Unknown in mixed case inside square brackets.
- ☐ Do not add titles such as Mr., Mrs., Dr., etc.
- ☐ Signature block rules - that individual who is typed at the bottom of the document is considered the author even if another individual signed for that person.
- ☐ Last names should always be capitalized wherever used in the database [i.e. Summary field].
- ☐ When attributing information, end the information with a plus sign (+). Keep the plus sign within the round or square brackets if you are attributing information in the position or company/department segments. Do not use square brackets to separate the information.
- ☐ Make a note in the Researcher's Analysis field about how you arrived at your conclusion. Preface the note with your full name, beginning with a >z= in square brackets but with no spaces between first and last name. Also include the date YYYY-MM-DD format.

EXAMPLES

- ☐ When you know who authored the document use this format: SMITH John (Director General) [DIAND]
- *Note that the last name is capitalized, the position in mixed case, and the department upper case. Department names are standardized.

- ☐ For attributed information use this format: SMITH John + (Director General) [DIAND]

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- Under Researcher=s Analysis field for the above example: [zAylingTracy 2002-02-09] with the appropriate comment. * Note that John is the attributed piece of information. Probably taken from other documents in the same time period by the Director General.

∩ For Unknown, Illegible, N/A use this format:

- UNKNOWN (Director) [DIAND]
- SMITH Joe (Unknown) [DND]
- CHARLIE Bob (Forester) [Unknown]
- ILLEGIBLE (Director) [DIAND]
- SMITH Joe (Illegible) [DND]
- CHARLIE Bob (Agent) [Illegible]
- N/A

∩ For incomplete information where only one or two of the segments are shown in the document: (Superintendent of Education) [DIAND] [DIAND] (Chief Forester)

*Note: Put the known segment into the field in its appropriate wrapper characters (round or square brackets). These are essential.

NOTES

- ∩ DO NOT use punctuation. Tally is more effective without the punctuation.
- ∩ It is also recommended that you do not use lookup tables but run regular tallies.
- ∩ Avoid abbreviations for positions/roles because they won't be done consistently.

9. Coderflags

Column Name	Field Type	Lookup Table	Validation Template	On The List
Codeflag	Multi-Entry	Yes	No	No

COMMENTARY

- ∩ A temporary field to be used by document coders or data entry people to flag problems with or questions about a document. More senior researchers will review these flagged documents and resolve problems.
- ∩ Effective use of this field enhances work flow by minimizing disruption to the rhythm of coding.
- ∩ This field works together with the Coderflag Comments field which contains further explanation of the problems identified here.
- ∩ See also - Coders Comments and Coderflag Comments fields.

PROTOCOL

- ∩ This is a temporary "to be checked" type field not an analysis of contents.
- ∩ The Look-up table includes the usual problems coders find but is not restricted to just common problems.
- ∩ This field must be **regularly** reviewed by the Case Coordinator or senior researcher and problems resolved.
- ∩ When problems are addressed, the fields should be cleared.
- ∩ If a problem still exists, it should be permanently noted in the Coders Comments field.
- ∩ This field must be tallied and problems resolved before a list is released.

EXAMPLES

- ∩ A document has a missing page:
 - a general comment [missing page] is selected from the look-up table
 - specific details are added in the CoderFlag Comments field identifying which

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page is missing.

- once the problem is fixed, both Coderflag fields are cleared.

☐ Common entries in the lookup table are:

- Author/Recip problems

- Doctitle problems

- Date problems

- Doctype problems

- Missing page

10. Document Source [*]

Column Name	Field Type	Lookup Table	Validation Template	On The List
Docsourc	Note	No	No	No

COMMENTARY

☐ Holds the file reference and location where the original document can be found including the original DIAND file number, RG-10 file and location (reel, volume etc) or the library or reference material it was obtained from.

PROTOCOL

☐ The field should include the specifics of the file number, volume number, file dates and source office [AB Region, HQ, NAC, Dept of Finance, etc]. The location is necessary in that many file numbers are duplicated between regions.

☐ Other parties may request to view the originals and this field will help locate them.

☐ **The Document Source information must be placed in the bottom center of **each page** of a document, as in keeping with the Document Management Protocol [Vancouver Copy team]. In this way, we have consistency across the board between cases and know where to find this information on a document.

☐ If you obtained this document from an Expert, Deponent or other witness, you should indicate their name and where they found this document.

EXAMPLES

☐ 5440-2-444 V1 05/23/82-09/15/91 AB Region

☐ RG10 File 1031, Reel 25, V.81 NAC

ANNEX “E”
DOCUMENT SCANNING SPECIFICATIONS

Please Note: This annex outlines the basic requirements for scanning documents under DM-7 and DM-8 of the Statement of Work. The specifications outlined in this annex may be amended and adjusted as required and as agreed to with the Departmental Representative.

1. Scan from photocopies only;
2. Scan standard documents/pages in 8.5 x 11.5 format (letter size);
3. Accommodate for odd-sized documents; i.e., 8.5 x 14 (legal), 11 x 17, 24 x 36 (maps) or larger;
4. Adhere to scanning standard of black and white/grey scale;
5. Provide images in single group 4 TIFF format - single page only;
6. Ensure all images and corresponding load files are Summation compatible;
7. Create a load (.dii) file using the following numbering scheme (XXX-00000[000-000] - where XXX is a unique set of letters for each document collection and 0 indicate numbers). These numbers shall be located on the bottom left corner of each document and may or may not be sequential;
8. Number image files to match the document numbers on the paper copy as noted above;
9. Scan images to 300 x 300 dpi;
10. De-speck and de-skew image;
11. Check each page scanned for quality control;
12. Slipsheet/separate Cover (Parent) and attachments (Child) documents to meet their own scanning requirements; and
13. The acceptable margin of error is 1% in this category