

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

**Bid Receiving:
Réception de soumission :**

Heritage Canada (acting as the bid receiving agent on behalf of Indian and Northern Affairs Canada)
15 Eddy Street, 2nd Floor, Mailroom 2F1
Gatineau, QC
K1A 0M5

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

Proposal to DIAND:

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

Proposition aux MAINC:

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

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

| | |
|--|--|
| Title - Titre Research analysis, research services and document management | |
| Solicitation Number - Numéro de l'invitation 1000169207 | |
| Date (YYYYMMDD) - Date (AAAAMMJJ) 2015-05-22 | |
| Solicitation Closes - L'invitation prend fin At - À 2:00 | Time Zone - Fuseau horaire Eastern Daylight Time (EDT) |
| On (YYYYMMDD) - Le (AAAAMMJJ) 2015-07-03 | |
| Standing Offer Authority - L'autorité d'offre à commande Name - Nom Céline Viner | |
| Telephone Number - Numéro de téléphone 819-994-7304 | |
| Facsimile Number - Numéro de télécopieur (819) 953-7830 | |
| Email Address - Courriel celine.viner@aadnc-aandc.gc.ca | |
| Destination(s) of Services - Destination(s) des services Canada | |
| Security - Sécurité THIS REQUEST INCLUDES SECURITY PROVISIONS | |
| Instructions: See Herein - Voir aux présentes | |
| Delivery Required - Livraison exigée : See Herein - Voir aux présentes | |
| Person Authorized to sign on behalf of Vendor Personne autorisée à signer au nom du fournisseur/de l'entrepreneur Name - Nom | |
| Title - Titre | |

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TITLE: Research analysis, research services and document management services.

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

- 1.1 The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity, Security Requirement Checklists and Certifications.

2. Summary

- 2.1 The Litigation Management and Resolution Branch (MRB) of the Department of Indian Affairs and Northern Development (DIAND) is seeking a number of suppliers (firms) to provide research analysis, research services, and document management services in support of its mandate.

In the past these other requirements have been sourced through a standing offer agreement with four (4) resource categories. It is anticipated that arrangement will continue and be updated to contemporize the requirements in this procurement, with the most significant modifications to be made in the selection and evaluation criteria, as well as the call-up methodology and allocation mechanism.

The upcoming standing offer agreements will continue for a duration of two (2) years from the date of award (anticipated for May 2015). LMRB requires two additional optional extensions of one (1) year each to this mechanism (for a maximum duration of four (4) years for the entire period).

The current Standing Offer Agreements for these services are anticipated to expire in the Summer, 2015.

Therefore time is of the essence in undertaking a replacement solicitation, to ensure that LMRB maintains its contracted research capacity.

- 2.2 *"There are two levels of security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. For more information on personnel and organization security screening or security clauses, offerors should refer to the (Canadian Industrial Security Program) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website."*
- 2.3 *Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.*
- 2.4 *"For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO)."*
- 2.5 *"The procurement is set-aside under the federal government's Procurement Strategy for Aboriginal Business".*

3. Security Requirements

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

4. Debriefings

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

5. Office of the Procurement Ombudsman

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

6. Greening Government Operations

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the following adaptations:

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

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

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

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

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

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

c) ”Section 03 is amended as follows:

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

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

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

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

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

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

Delete: 60 days

Insert: 180 days

f) Section 08 is amended as follows:

Delete: Subsections 1 - 3

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

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

Delete:

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

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

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

Delete.

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

Insert:

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

- i) Section 20 is amended as follows:

Delete: Subsection 2.

2. Submission of Offers

- 2.1** Offers (and any amendments thereto) must be submitted in hard copy and soft copy format in PDF (excluding Email) to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date, time and place indicated on page 1 of the RFSO document. DIAND will not assume responsibility for offers (and any amendments thereto) directed to any other locations. Offers submitted by any other means will not be accepted.
- 2.2** Due to enhanced security measures for visitors to the building, the Contracting Offer Authority has made the necessary arrangements with the building security/Commissionaires to allow Offerors who choose to deliver their offers by hand, access to the Bid Receiving Address indicated on page 1 of the RFSO document during normal business hours (8:00 am to 4:00 pm).

2.3 Tender Envelope Submissions

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

- RFSO Number: 1000169207
- Contracting Authority: Céline Viner
- Closing Date: July 3, 2015
- Offeror's Name and Address
- *"Offer Documents Enclosed"*

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

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

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

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

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

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

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer six (6) hard copies and one soft copy in PDF format.

Section II: Financial Offer one (1) hard copy

Section III: Certifications one (1) hard copy

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

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

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

Section II: Financial Offer

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

Section IV: Additional Information Required With Offer

1.1 Offeror's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Offeror must provide the required information below, on the Offeror's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

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

City, Province, Territory / State

Postal Code / Zip Code

Country

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1.0 Evaluation Procedures

1.1 Each Proposal will be evaluated in the following manner:

1. **Evaluation against the Mandatory Criteria.** Technical Proposals that fail to meet any one (1) of the Mandatory Criteria will be deemed non-compliant and no further consideration will be given.
2. **Evaluation against the Point-Rated Criteria.** Technical Proposals that meet all of the Mandatory Criteria will be point-rated against further criteria, R1 to R6, inclusive, below.
3. **Evaluation of Financial Proposals.** Bidders meeting all the Mandatory Criteria will be evaluated using the methodology set out in Section 1.2 *Financial Evaluation* of these Selection and Evaluation Criteria. The score as calculated in this Stage will constitute the Bidder's Financial Score.

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

1.3 An evaluation team composed of representatives of DIAND will evaluate the proposals.

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

1.5 A weighting has been established by DIAND wherein the Bidder's **Technical Score** as derived from the Point-Rated Criteria will be valued at **75%** of the Bidder's Total Score, and the Bidder's **Financial Score** will be valued at **25%** of the total score.

1.6 Definitions

The following definitions apply to the Criteria, below:

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

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

1.7 Bidders **MUST** propose in all three (3) Service Areas, which are: Research Analysis; Research Services; and Document Management.

1.8 Bidders may propose in any of the following Regions: National Capital Region, Calgary Region, and/or Québec Region. **Offers against each Region will be evaluated**

separately. Bidders MUST provide a completely separate Offer for each Region in which it would like to be considered.

1.9 Submission of Only One Bid from a Bidding Group:

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

1.10 Offers against each Region will be evaluated separately.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

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

| Offeror's Name: | | | | |
|------------------------|--|-------------------------|---------------------------|-------------|
| Item | Mandatory Technical Criteria | Offer Ref. Pg. # | Reserved for DIAND | |
| | | | Pass | Fail |
| M1 | Firm-Level Project Summaries 1.1 The Bidder MUST include three (3) Firm-level Project | | | |

| Offeror's Name: | | | | |
|-----------------|--|------------------|--------------------|------|
| Item | Mandatory Technical Criteria | Offer Ref. Pg. # | Reserved for DIAND | |
| | | | Pass | Fail |
| | <p>Summaries within the past five (5) years.</p> <p>1.2 Each Project Summary MUST include provision of one (1) or more of the following:</p> <ul style="list-style-type: none"> • Research Analysis (RA) (as described in the SOW, section 6.3); • Research Services (RS) (as described in the SOW, section 6.4); • Document Management (DM) (as described in the SOW, section 6.5). <p>1.3 Each service area (i.e. RA, RS and DM) MUST be included in at least one (1) of the three (3) project summaries submitted.</p> <p>1.4 Each of the Proposed Research Analysis Principal (RA-P), Research Analysis (RA) and Research Services (RS) Resources MUST be included in at least one (1) of the Project Summaries.</p> <p><i>Within each project summary provided, in order to demonstrate the above, and allow for a thorough point-rating, the Bidder must indicate (a-i):</i></p> <ul style="list-style-type: none"> a) the Service Area(s) (Research Analysis, Research Services, or Document Management) for which the Project applies (to demonstrate 1.2 and 1.3 above); b) the name and a brief description of the client organization; c) a brief description of the scope and complexity of the project (to demonstrate 1.2 above); d) the dates and duration (in years/months) of the project (for example, November 2012 to June 2013, 8 months) (to demonstrate 1.1 above); e) the names and categories of the Resources involved, as well as the total Resource level of effort (in days) for the duration of the project (to demonstrate 1.4 above); f) a description of the services provided during the project (to demonstrate 1.2 and 1.3 above); g) a summary of the project objectives, needs, and issues which necessitated the contribution of the Bidder (to demonstrate 1.2 and 1.3 above); h) the outcome and results of the Bidder's contribution, together with the extent to which the project finished on-time, on-budget and in accordance with the | | | |

| Offeror's Name: | | | | |
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| | | | Pass | Fail |
| | <p><i>established project goals (to demonstrate 1.2 and 1.3 above and for point-rating); and</i></p> <p><i>i) the name, title, e-mail address and telephone number of the client project authority to whom the Resource reported.</i></p> <p><i>The Bidder should use Table M1 – 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.</i></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 Offer, 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 Offer, the Offer will be deemed non-compliant and given no further consideration.</i></p> | | | |
| M2 | <p>Proposed Resources</p> <p>2.1 The Bidder MUST propose at least one (1) Resource in each of the four (4) Resource Categories, as follows:</p> <ol style="list-style-type: none"> 1. Research Analysis (Principal) 2. Research Analysis; 3. Research Services; 4. Document Management. <p>2.2 The proposed Resources MUST meet the minimum qualifications for the category in which they are proposed, as stated in the Statement of Work, section 8.1. The Bidder MUST have at least one (1) Qualified Resource in each Category in order to be compliant.</p> <p>The Bidder MUST clearly indicate duration of projects / experience, educational attainments, and other evidence each Proposed Resource has in order to meet the requirements. The Bidder must include a detailed CV for each resource proposed. Failure to clearly indicate the required evidence will result in the Bidder's Proposal being deemed non-compliant.</p> <p>2.3 One (1) Resource may qualify in more than one (1) Category above; however, the Bidder MUST include a minimum of three (3) separate individuals to provide Services in the Region(s) in which it is submitting an</p> | | | |

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| Item | Mandatory Technical Criteria | Offer Ref. Pg. # | Reserved for DIAND | |
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| | <p>Offer.</p> <p>2.4 Bidders in the NCR or Calgary Regions MUST provide evidence that each Resource is capable of providing services in English or Bilingually (English/French).</p> <p>Bidders in the Quebec Region MUST provide evidence that each Resource is capable of providing services in French or Bilingually (English/French). Note that overall Quebec Bidders MUST have at least one (1) bilingual resource.</p> <p>Acceptable evidence of Language Capability include, but are not necessarily limited to:</p> <ul style="list-style-type: none"> • Completion of a project in the language being demonstrated; • Completion of education in the language being demonstrated; • Sample reports in the language being demonstrated. • Language certification (The Bidder must sign and submit with their bid or prior to SOA award, the Language Certification attached hereto as Annex F). <p><i>Table M2 has been provided to assist Bidders in providing clear information. Notwithstanding, it is the Bidder's responsibility to ensure that there is enough information in the Bidder's Proposal for the Evaluation Committee to fully assess the qualifications of the Proposed Resources.</i></p> | | | |
| M3 | <p>Scenario Analysis</p> <p>3.0 The Bidder must complete both a research plan (3.1 Appendix A) and the database tasks (3.2 Appendix A).</p> <p>3.1 Scenario Response: Research Plan</p> <p>Bidders submitting a proposal in the NCR or Calgary Regions must submit a response against either the "Historical Land Transactions Case" (Option 1) or the "Modern Operations" Case (Option 2),, at the Bidder's discretion. The Bidders choice of scenario will have no bearing on the Bidder's score or any resultant call-up in any resultant Standing Offer Agreement.</p> <p>Bidders submitting a proposal in the Quebec Region must submit a response against the French Scenario, "<i>Transaction historique de terres de reserve.</i>" In order to demonstrate professional capabilities in the language of</p> | | | |

| Offeror's Name: | | | | |
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| Item | Mandatory Technical Criteria | Offer Ref. Pg. # | Reserved for DIAND | |
| | | | Pass | Fail |
| | <p>work required, Bidders submitting a Proposal against the Quebec Region MUST provide their response to this criterion in French.</p> <p>3.2 Scenario Response: Database Tasks</p> <p>a) In Appendix "A," there are ten (10) English public record documents.</p> <p>Bidders submitting a proposal in any Region(s) MUST submit a response to the "Research Services and Document Management Capabilities" scenario (which includes some RA work).</p> <p>b) Bidders MUST use the attached Appendix B, "Tombstone Coding Protocol" as a basis for coding the ten (10) provided documents. In addition, Bidders MUST include an additional field called "Summary" in the database and/or dataset provided. The "Summary" field MUST summarize the key content of the documents in no more than 1-2 short, clear sentences (RS Task).</p> <p>c) Completed datasets MUST be provided in a Summation compatible format, which includes Excel, as long as the excluded characters and other restrictions outlined in Appendix B are adhered to. If AANDC is unable to load the file into Summation the Bidder will not meet this requirement, and the Bidder's Proposal will be given no further consideration.</p> <p><i>Note that Bidders may respond in either English or French, regardless of the language of the source material. This includes the ability to provide a French Summary and French dataset in response to item b) above.</i></p> <p><i>Note the scenarios presented are entirely fictitious and are meant to provide a measure of the Bidder's ability as a firm to complete a Research Plan and Document Management techniques. Any resemblance of the scenarios to actual events, names, or places is entirely unintentional.</i></p> | | | |
| M4 | <p>Corporate Profile</p> <p>4.0 The Bidder should provide a company profile and resume demonstrating its knowledge and experience in the provision of Litigation Research Analysis, Litigation Research Services and Document Management Services relevant and similar to DIAND's requirement as defined in</p> | | | |

| Offeror's Name: | | | | |
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| Item | Mandatory Technical Criteria | Offer Ref. Pg. # | Reserved for DIAND | |
| | | | Pass | Fail |
| | <p>the SOW.</p> <p>4.1 The Bidder should include:</p> <ul style="list-style-type: none"> • The full legal name of the entity submitting the Offer; • Identification of the Bidder's proposed Team (i.e. parties to the Offer). This should include, as applicable, all joint venturereaders, partners and any major subcontractors with which the Bidder will foreseeably work. • The Region in which it is proposing to provide services. <ul style="list-style-type: none"> ○ This should include a description of the capacity of the Bidder in the Region in which it is proposing to provide services. This should include the names of the proposed Resources that will be available for work from the proposed Region. <p><i>The Bidder should provide the full postal address for its Headquarters, and any Regional Office Locations (if applicable) from which it is proposing to provide Services.</i></p> <p><i>Note: P.O. Boxes will not be considered as postal addresses from which Bidders are able and willing to provide Services.</i></p> | | | |

Table M1 – Firm Project Summary Form: Bidders may provide additional detail as necessary; however projects submitted should contain at least the information required in Mandatory Requirement M1 (a-i). Note that each Service Area **MUST** be represented across the three (3) Projects included in the Region in which the Bidder is proposing to provide services. **Regions will be evaluated separately.**

| | | | | | | |
|--|---------------------------|--|---------------------------|--|-----------------------------|--|
| [a] Service Area: | Research Analysis: | | Research Services: | | Document Management: | |
| [b] Client Organization: | | | | | | |
| [c] Project Scope, Complexity, and Objectives: | | | | | | |
| [d] Dates/Duration: (in years/months) | | | | | | |
| [e] Resource Name(s) and related Categories, and Resource's Level(s) of Effort (Days): | | | | | | |
| [f] Services provided during the project | | | | | | |
| | | | | | | |
| [g] Summary of the project objectives, needs, and issues which necessitated the contribution of the Bidder: | | | | | | |
| | | | | | | |
| [h] The outcome and results of the Bidder's contribution, together with the extent to which the project finished on-time, on-budget and in accordance with the established project goals; | | | | | | |
| | | | | | | |
| [i] Client Project Authority (to whom the Resource reported) Name, Title, E-mail address, Phone Number | | | | | | |

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Table M2 – Proposed Resources

Lines or space may be added to these tables as required (e.g. for additional education and work experience). This information must be included for each Resource proposed.

| Research Analysis (Principal) | | | | |
|---|---|---------------------|----------------------|----------------------------------|
| Resource Name: | | | | |
| An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law | | | | |
| Topic Area | Description of Associated Education | Dates (month, year) | Duration (in months) | Reference to CV (Page/Section #) |
| | | | | |
| Full-time professional work experience conducting Research Analysis related activities (other than database research) in the area of Aboriginal relations with the Crown | | | | |
| Client Organization | Detailed description of Services Provided | Dates (month, year) | Duration (in months) | Reference to CV |
| | | | | |

| Research Analysis | | | | |
|---|-------------------------------------|---------------------|----------------------|-----------------|
| Resource Name: | | | | |
| An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law | | | | |
| Topic Area | Description of Associated Education | Dates (month, year) | Duration (in months) | Reference to CV |
| | | | | |
| Full-time professional work experience conducting Research Analysis related activities (other than database research) in the area of Aboriginal relations with the Crown | | | | |
| Client Organization | Description of Services Provided | Dates (month, year) | Duration (in months) | Reference to CV |
| | | | | |

| Research Services |
|--------------------------|
| Resource Name: |

| Two (2) years or four (4) complete semesters of full-time, post-secondary education in a relevant discipline such as but not necessarily limited to history, native studies, or law. | | | | |
|---|--|----------------------------|-----------------------------|------------------------|
| Topic Area | Description of Associated Education | Dates (month, year) | Duration (in months) | Reference to CV |
| | | | | |
| Full-time professional work experience conducting Research Services related activities (other than database research) in the area of Aboriginal relations with the Crown | | | | |
| Topic Area/ Client Organization | Description of Services Provided | Dates (month, year) | Duration (in months) | Reference to CV |
| | | | | |

| | |
|---|--|
| Document Management | |
| Resource Name: | |
| Completion of High School or Equivalent (Date of completion; if equivalency, please describe): | |
| Four (4) months of experience conducting Document Management activities similar to those defined in the Statement of Work. | |
| | |

EXAMPLE COMPLETED TABLES

Note this is only an example of partial content. This table does not necessarily demonstrate sufficient experience or education to meet the requirements.

| Research Analysis (Principal) | | | | |
|---|--|------------------------------------|-----------------------------|---|
| Resource Name: <i>Ivan M. Biginlaw</i> | | | | |
| An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law | | | | |
| Topic Area | Description of Associated Education | Dates (month, year) | Duration (in months) | Reference to CV (Page/Section #) |
| <i>Legal Studies</i> | <i>Studied Canadian law in relation to aboriginal treaties in Alberta.</i> | <i>September 2000 – April 2004</i> | <i>32 months</i> | <i>Page 64</i> |
| Full-time professional work experience conducting Research Analysis related activities (other than database research) in the area of Aboriginal relations with the Crown | | | | |

| Client Organization | Description of Services Provided | Dates (month, year) | Duration (in months) | Reference to CV |
|---------------------|---|----------------------|----------------------|-----------------|
| DIAND/AANDC | Prepared a research plan; Reviewed and analysed the statements of claim in relation to residential schools (BC); | Aug 2011 – Nov 2012 | 6 months and 12 days | Page 67 |
| DIAND/AANDC | Prepared a research plan; Reviewed and analysed the statements of claim in relation to foster care (BC); Etc... | Feb 2012 – Mar. 2013 | 4 months | Page 70 |
| etc... | | | | |

| Document Management | |
|--|---|
| Resource Name: Reese Surche | |
| Completion of High School or Equivalent (Date of completion; if equivalency, please describe): | June 2012, OSSD Glebe Collegiate, Ottawa. |
| Four (4) months of experience conducting Document Management activities similar to those defined in the Statement of Work. | |
| CV page 3: July 2012 – December 2012 (6 months) – Research Associates Inc., Clerk; <ul style="list-style-type: none"> • Responsible for photocopying/scanning, filing and other document management tasks; • Data entry of research case files into related databases; • Reviewed and edited database entries as required. | |

Standardized Client Project Authority Reference Questions

As indicated under Mandatory Requirement M1, 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 Offer, 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 Offer, the Offer 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 Offers 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?

1.1.2 Point Rated Technical Criteria

Offers meeting all mandatory technical criteria will be evaluated and point rated against the following point rated technical criteria, using the evaluation factors and weighting indicators specified for each criterion. **Offers for each Region will be evaluated separately.**

| Offeror's Name: | | | | |
|-----------------|---|------------------|--------------------|--|
| Item | Point Rated Technical Criteria | Offer Ref. Pg. # | Reserved for AANDC | |
| | | | Minimum Score | Maximum Score |
| R1 | <p>Bidder Firm-Level Project Summaries</p> <p>1.1 The Bidder's three (3) Firm-level project summaries provided under M1 will be evaluated on the basis of its relevance to DIAND's requirements for Research Analysis, Research Services, and Document Management (as outlined below) in breadth, nature, size, scope, complexity and approach.</p> <p>1.2 Up to a maximum of 15 points per project will be awarded based on the factors below:</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 DIAND's requirement, as described below (up to 6 points); b. Relevance of the size, scale and complexity of the cited project relative to DIAND's requirements (up to 3 points); and c. Extent of the Bidder's and Bidder's proposed resources' 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 RFSO (up to 6 points). | | N/A | 15 points per project 45 points in total |
| | <p>The below will be used in consideration of the Project's relevance and complexity:</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; ➤ in the preparation of analytical research reports and analyses of facts, based on an analysis of collected documents and/or specific research criteria and methodologies; | | | |

| Offeror's Name: | | | | |
|-----------------|---|------------------|--------------------|---------------|
| Item | Point Rated Technical Criteria | Offer Ref. Pg. # | Reserved for AANDC | |
| | | | Minimum Score | Maximum Score |
| | <p>➤ in the consideration of modern / electronic data sources in the above.</p> <p>Research Services:</p> <p>➤ in identifying and summarizing data from primary source historical documents, secondary source documents, historical and contemporary government files, and/or legal documents, including electronic data sources.</p> <p>Document Management:</p> <p>➤ in managing records and ensuring quality and completeness of datasets;</p> <p>➤ in ensuring documents are organized in an efficient and productive manner that facilitates the successful completion of Research Services and Research Analysis activities.</p> <p><i>The following rating scale will be used to evaluate each Resource project summary on the basis of factors 'a' through 'c':</i></p> <p>Excellent = project summary provided demonstrates extensive relevance and similarity to DIAND's requirements = 6/6 or 3/3 points</p> <p>Good = project summary provided demonstrates acceptable relevance and similarity to DIAND's requirements = 4-5/6 or 2/3 points</p> <p>Minimal = project summary provided demonstrates some relevance and similarity to DIAND's requirements = 2-3/6 points (<i>rating applies to factor 'a' only</i>)</p> <p>Poor = project summary provided demonstrates minimal relevance and similarity to DIAND's requirements = 1/6 or 1/3 points</p> <p>Not Addressed / Unsatisfactory = project summary provided does not demonstrate relevance and similarity to DIAND's requirements in any of the areas = 0 points</p> | | | |
| R2 | <p>Bidder Resource Experience</p> <p>2.1 The evidence within the CV for the Bidder's proposed Resources will be evaluated on the breadth of the individual's experience regarding the provision of services in the Resources' proposed category (as defined in the Statement of Work) in the area of Aboriginal relations with the Crown beyond the minimum qualifications.</p> <p>Only the first listed compliant Resource per Category will be evaluated against this Point-Rating factor.</p> <p>2.2 Points will be awarded for additional experience of the Resource demonstrated beyond the minimum qualifications as follows:</p> <p>a) Research Analysis (Principal) = 2 points per year of demonstrated additional experience, up to 6 points;</p> <p>b) Research Analysis = 1 points per year of demonstrated additional experience, up to 3</p> | | | 20 |

| Offeror's Name: | | | | |
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| Item | Point Rated Technical Criteria | Offer Ref. Pg. # | Reserved for AANDC | |
| | | | Minimum Score | Maximum Score |
| | <p>points;</p> <p>c) Research Services = 1 points per 4-month period of demonstrated additional experience, up to 3 points;</p> <p>d) Document Management = 1 point per month of demonstrated experience beyond 1 month, up to 3 points;</p> <p>2.3 Additional points will be awarded for additional educational attainment for Research Analysis resources as follows:</p> <p>a) Research Analysis (Principal) = 2 points for demonstration of completion of a Master's degree in a relevant discipline, including but not limited to history, native studies, or law; OR 3 points for demonstration of completion of a Ph.D. in a relevant discipline, including but not limited to history, native studies, or law; and</p> <p>b) Research Analysis = 2 points for demonstration of completion of a Master's degree in a relevant discipline, including but not limited to history, native studies, or law.</p> | | | |
| R3 | <p>Additional Resource Capacity</p> <p>3.1 Bidders will receive points for each additional qualified local Resource proposed to provide services in the Region proposed. In order to receive points, Resources must meet the minimum qualifications for the category in which they are proposed, as stated in the Statement of Work, section 8.1.</p> <p>Four (4) points will be awarded for each Resource (any category) meeting the minimum qualifications in the Category in which they are proposed. Resources considered in Criteria M1 and M2 will not be eligible for points under R3.</p> <p>Points will only be awarded for separate individuals in a single category for this Criterion factor. One (1) Resource who may be qualified in more than one (1) Category will only receive points for one (1) Category.</p> <p>There is no maximum number of Resources in any category that may be considered under this</p> | | | 40 |

| Offeror's Name: | | | | |
|-----------------|---|------------------|--------------------|---------------|
| Item | Point Rated Technical Criteria | Offer Ref. Pg. # | Reserved for AANDC | |
| | | | Minimum Score | Maximum Score |
| | Criterion, however only a maximum of forty (40) points will be awarded. | | | |
| R4 | <p>Scenario Completion</p> <p>4.1 Scenario : Research Plan</p> <p>a) The Bidders' Research Plan completed in response to M3, above, will receive up to thirty-five (35) points. The following factors will be considered in the awarding of points:</p> <ol style="list-style-type: none"> 1. Identification of key issues and research scope; 2. Criteria for Relevant Documentation; 3. Possible sources of information; 4. Review methodology; and 5. Work progress tracking methodology. <p>Points will be awarded based on the following scale:</p> <p>Excellent – 35/35 - <i>The response is complete in that it fully addresses all of the factors and provides exceptionally relevant supporting detail with significant depth and understanding. The language and writing was clear and comprehensible.</i></p> <p>Good – 28/35 - <i>The response is complete in that it clearly addresses all of the factors and provides some relevant supporting detail with some depth and understanding. The language and writing was acceptable, and may have lacked in some degree of clarity or comprehensibility.</i></p> <p>Satisfactory – 21/35 - <i>The response is complete in that it clearly addresses most factors in some detail while providing some supporting detail and some degree of depth, showing some understanding. The language and writing was average, and lacked a degree of clarity or comprehensibility.</i></p> <p>Minimal – 14/35 <i>The response is not complete in that it fails to fully address some of the factors, and lacks depth and understanding; it is not clear or is incomplete.</i></p> <p>Poor – 7/35 - <i>The response is not complete in that it fails to address all the considerations of the factors and only nominally addresses some considerations.</i></p> <p>Not indicated / Unsatisfactory - 0 - <i>No response was</i></p> | | | 60 |

| Offeror's Name: | | | | |
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| Item | Point Rated Technical Criteria | Offer Ref. Pg. # | Reserved for AANDC | |
| | | | Minimum Score | Maximum Score |
| | <p><i>received, or the response does not address any of the considerations in the factor.</i></p> <p>4.2 Scenario : Database Tasks</p> <p>a) The Bidder's completed Dataset completed in response to M3, above, will be reviewed for errors. Fifteen (15) points will be awarded for datasets that have an error rate of less than 1% (excluding the Summary statement), with fewer points being awarded for a greater error rate. Responses with an error rate of 5% or greater will receive 0 points.</p> <p>b) The Bidder's written Summaries within the dataset will receive up to ten (10) points, in total, as follows:</p> <p>Excellent – 10/10 - <i>The summaries are concise and perfectly accurate. The language and writing was clear and comprehensible.</i></p> <p>Good – 8/10 – <i>The summaries are reasonably concise and accurate. The language and writing was acceptable, and may have lacked in some degree of clarity or comprehensibility.</i></p> <p>Satisfactory – 6/10 – <i>The summaries are somewhat concise and accurate. The language and writing was average, and lacked a degree of clarity or comprehensibility.</i></p> <p>Minimal – 4/10 <i>The summaries are somewhat long-winded and contains some inaccuracies; it are not clear or are incomplete.</i></p> <p>Poor – 2/10 - <i>The summaries are too long, incoherent and contain many inaccuracies, or are particularly incomplete.</i></p> <p>Not indicated / Unsatisfactory - 0 - <i>No response was received, or the response is over 2 sentences, or does not address the content it is meant to summarize.</i></p> | | | |
| R5 | <p>Understanding and Approach and Methodology</p> <p>5.1 Bidders' proposals should include a separate written section describing the Bidder's understanding and approach and methodology for any resultant work under any resultant Standing Offer Agreement.</p> <p>Up to the maximum points specified per factor (to a maximum of 15 points overall on Point-Rated Criterion R5) based on the extent to</p> | | | 15 |

| Offeror's Name: | | | | |
|-----------------|--|------------------|--------------------|---------------|
| Item | Point Rated Technical Criteria | Offer Ref. Pg. # | Reserved for AANDC | |
| | | | Minimum Score | Maximum Score |
| | <p>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> <p>a) 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 past projects (up to 10 points)</p> <p>b) an approach and methodology that demonstrates a clear, demonstrated understanding of modern electronic document management and utilization practices and modern document management tools (up to 5 points).</p> <p>c) The following rating scale will be used to evaluate a) and b) above:</p> <p>Excellent – 10/10 and 5/5 - The response is complete in that it fully addresses all of the factors and provides exceptionally relevant supporting detail with significant depth and understanding. The language and writing was clear and comprehensible.</p> <p>Good – 8/10 and 4/5 - The response is complete in that it clearly addresses all of the factors and provides some relevant supporting detail with some depth and understanding. The language and writing was acceptable, and may have lacked in some degree of clarity or comprehensibility.</p> <p>Satisfactory – 6/10 and 3/5 - The response is complete in that it clearly addresses most factors in some detail while providing some supporting detail and some degree of depth, showing some understanding. The language and writing was average, and lacked a degree of clarity or comprehensibility.</p> | | | |

| Offeror's Name: | | | | |
|-----------------|--|------------------|--------------------|---------------|
| Item | Point Rated Technical Criteria | Offer Ref. Pg. # | Reserved for AANDC | |
| | | | Minimum Score | Maximum Score |
| | <p>Minimal –4/10 or 2/5 <i>The response is not complete in that it fails to fully address some of the factors, and lacks depth and understanding; it is not clear or is incomplete.</i></p> <p>Poor – 2/10 or 1/5 - <i>The response is not complete in that it fails to address all the considerations of the factors and only nominally addresses some considerations.</i></p> <p>Not Addressed / Unsatisfactory = 0 point</p> | | | |
| R6 | <p>Offer Quality</p> <p>6.1 Up to ten (10) points will be awarded for presenting Offers 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> <p>a) Five (5) points for writing the narrative portions of the Offer in a clear, concise, and logical fashion;</p> <p>b) Two (2) points for ordering/structuring the Offer to match the order and sequence of the Mandatory and Point-Rated evaluation criteria within the RFP</p> <p>c) One (1) point for including tabs between sections of the Offer; and</p> <p>d) Two (2) points for utilizing the suggested format for the submission of Resource and Project Summary information as provided.</p> | | | 10 |

1.2 Financial Evaluation

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

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

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

1.2.4 For evaluation purposes, the rates as indicated in section 1.2.5 will be used to derive the Bidder's price score.

The Bidders fixed, all-inclusive *per diem* rates **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.

1.2.5 Litigation Research Analysis (Principal), Research Analysis, Research Services and Document Management – Fixed, All-Inclusive Per Diem Rates

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

Only one fixed all inclusive rate may be provided for each category, failure to comply with this condition will result in the Bidder's Offer being declared non-compliant and being given no further consideration.

Offers against each Region will be evaluated separately. Bidders MUST provide a completely separate Offer for each Region in which it would like to be considered.

| | A | B | C |
|---|--|---|---|
| <u>RESOURCE/SERVICE CATEGORY</u> | <u>FIXED, ALL-INCLUSIVE PER DIEM RATES (CAD) SOA AWARD to March 31, 2017</u> | <u>Level of Effort for Evaluation Purposes ONLY</u> | <u>Resource/Service Category Assessment Value (= A x B)</u> |
| Research Analysis (Principal) | \$ | 11 | |
| Research Analysis | \$ | 11 | |
| Research Services | \$ | 40 | |
| Document Management | \$ | 56 | |
| Bidder's Evaluation Assessment Value (EAV) ($\sum C$) | | | |

****DIAND will calculate the Bidder's Financial Score.***

- a) The Bidder with the lowest Evaluation Assessment Value (EAV) will be awarded full points (25/25), with 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 EAV, as follows:

$$(\text{Lowest EAV} \div \text{Bidder's EAV}) \times 25$$

EXAMPLE

| <i>Compliant Bidder</i> | <i>Bidder's Evaluation Assessment Value</i> | <i>Points Awarded (lowest compliant Bidder ÷ compliant Bidder) x 25 (rounded to zero decimal places)</i> |
|-------------------------|---|--|
| A | 47,800 | 20/25 |
| B | 37,850 | 25/25 As lowest evaluation assessment value |
| C | 65,100 | 15/25 |
| D | 51,100 | 19/25 |
| E | 46,300 | 20/25 |

- 1.2.6** Resource per diem rates are firm to 31 March 2017, thereafter (including for any optioned extension period), Resource per diem rates quoted in the initial period of the SOA 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 = $((A/B) - 1) \times 100$ 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;
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.

The CPI adjustment will be made automatically to the Contractor's rates in April of each option year, if exercised.

1. The Contractor shall charge to DIAND the rate for the Service Category of work conducted, regardless of the Resource that conducts the work, in accordance with the Statement of Work, 8.1 and 8.1.1.
2. **Optional Rates**
 - a. In addition to the above, the Contractor should include a fixed, all-inclusive *per diem* rate for Expert Witness or Expert Trial Advisory Services, as described in the Statement of Work section RA-18, if the Contractor included the provision of such services in its Offer, as accepted by DIAND:

| <u>SERVICE CATEGORY</u> | <u>FIXED, ALL-INCLUSIVE PER DIEM RATE (CAD) – SOA AWARD TO MARCH 31, 2017</u> |
|---|--|
| Research Analyst – Principal: Expert Witness or Expert Trial Advisory Services | \$ |

- b. Also in addition to the above, the Contractor should include a fixed, per-gigabyte rate for electronic document processing / e-Discovery, as described in the Statement of Work section 6.6, if the Contractor included the provision of such services in its Offer, as accepted by DIAND:

| <u>SERVICE CATEGORY</u> | <u>FIXED, ALL-INCLUSIVE PER GIGABYTE RATE (CAD) – SOA AWARD TO MARCH 31, 2017</u> |
|---|---|
| Electronic Document Processing / e-Discovery | \$ /GB |

2. Basis of Selection – Best Value

- 2.1 Only compliant Offers will be considered.
- 2.2 Only Offers that meet the all Mandatory Criteria will be considered. All Offers will be rated on technical acceptability before price is considered.
- 2.3 Standing Offers will be awarded based on a determination of **Best Value** taking into account both the technical merit of the Offers and the Financial Evaluation. Best Value is defined as the **Highest Total Score**.
- 2.4 The Bidder's Weighted Technical Score (/75) will be added to the Bidder's Financial Score (/25) to arrive at the Bidder's Total Score (/100)
- 2.5 The Bidder's Weighted Technical Score will be calculated as follows:

$$\frac{\text{Bidder's Technical Score}}{\text{Total Overall Possible Score}} \times 75 = \text{Bidder's Weighted Technical Score (190)}$$

- 2.6 DIAND seeks to award up to a total of three (3) Standing Offer Agreements (SOAs).
One (1) SOA per Region valued at \$2,000,000.00 per SOA.
- 2.7 In the event of more than one (1) Bidder has the same Total Score, the Bidder with the Highest Technical Score will be ranked higher.
- 2.7.1 Submission of Only One Bid from a Bidding Group:
- iii. The submission of more than one bid from members of the same bidding group per Region is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid per Region, including as part of a joint venture, Canada will set aside all bids received from members of that bidding group.
 - iv. For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;

- C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

2.8 DIAND reserves the right to refuse any and all Offers received in response to this RFSO, without incurring any obligation to any Bidder having responded. DIAND reserves the right to award a Standing Offer to the compliant Bidder that best meets the requirements, as described above, without incurring any obligation to any other Bidders having responded to this RFSO.

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

2. Additional Certifications Required Precedent to Issuance of a Standing Offer

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

2.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a Standing Offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons

beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

2.2 Education and Experience

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

2.3 Independent Bid Determination Certification

Certificate of Independent Bid Determination attached hereto as Annex D.

2.4 Language Certification

Language Certification attached hereto as Annex E.

2.5 Set-Aside for Aboriginal Business Certification

Set-Aside for Aboriginal Business Certification attached hereto as Annex F.

PART 6 - SECURITY REQUIREMENTS

1. Security Requirements - Designated Information/Reliability Status 1000169207T

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Standing Offer Agreement 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 a call-up, 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
 - 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 | |
|---|--|
| 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. | |
| _____ Name of Duly Authorized Representative (Print) | _____ Signature of Duly Authorized Representative |
| _____ Title | _____ Date |

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

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

2. SECURITY REQUIREMENTS – Classified Information/Secret Clearance 1000169207S

1. Pursuant to the Government of Canada Security Policy, the nature of the services to be provided under this Standing Offer Agreement 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 a call-up, 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 **Secret**.

3. The Contractor and their personnel requiring access to **CLASSIFIED** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Secret**.
4. The Contractor **MUST NOT** possess or safeguard **CLASSIFIED** 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
 - b. Government Security Policy (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 Secret: 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 Secret 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>Name of Duly Authorized Representative</p> <p>(Print)</p> <p>_____</p> <p>Title</p> | <p>_____</p> <p>Signature of Duly Authorized Representative</p> <p>_____</p> <p>Date</p> |

Prior to commencing work under a call-up, for those Contractor resources **not** currently in possession of a valid Government of Canada Security Screening, the Department will require said company/resources to undergo the security screening process for the purposes of obtaining a valid Government of Canada (GoC) Security Screening at the level of **Secret**

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

2.1 The following security clauses applies and forms part of the Standing Offer.

SECURITY REQUIREMENTS FOR CANADIAN SUPPLIER: PWGSC FILE # 1000169207T

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)** with approved **Document Safeguarding at the level of PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B** (including an **IT Link** at the level of **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 C;
 - (b) Industrial Security Manual (Latest Edition)

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE 1000169207S**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Facility Security Clearance at the level of SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
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).

2.2 Offeror's Site or Premises Requiring Safeguard Measures

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

Address: (to be identified at SOA award)
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

3. Standard Clauses and Conditions

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

3.1 General Conditions

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

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

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

Insert: "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer.

c) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 3.

d) Section 5 is amended as follows:

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

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

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

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from upon SOA award until March 31, 2017.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year option period under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Contracting Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Contracting Authority

The Contracting Authority is:

Name: Céline Viner
Title: Senior Procurement Officer
Department of Indian Affairs and Northern Development
Directorate: Materiel and Assets Management Directorate
10 Wellington Street, 13th Floor
Gatineau, QC K1A 0H4

Telephone: 819-994-7304
Facsimile: 819-953-7830
E-mail address: celine.viner@aadnc-aandc.gc.ca

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

5.2 Departmental Authority

The Departmental Authority is: (will be identified at SOA award)

Name: _____
Title: _____
Department of Indian Affairs and Northern Development
Directorate:
Address: _____

Telephone: ____ ____ _____
Facsimile: ____ ____ _____
E-mail address: _____

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

5.3 Project Authority

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

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

5.4 Offeror's Representative

Name: _____
Title: _____
Address: _____
Telephone: ____ ____ _____
Facsimile: ____ ____ _____
E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Identified Users

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

8. Number of Standing Offers

DIAND seeks to award up to a total of three (3) Standing Offer Agreements (SOAs) to qualified Firms in three (3) Regions, as follows:

National Capital Region (NCR): up to one (1) Firm;
Québec Region (including both Quebec City and Montreal): up to one (1) Firm;
Calgary Region (including the Calgary Census Metropolitan Area): up to one (1) Firm.

Firms **may** qualify for SOA awards in more than one (1) of the above Regions, provided they demonstrate a minimum capacity of at least three (3) qualified Resources available to provide Services under this SOA in the Region's area of service delivery.

9.0 Call-up Allocation

9.1.1 Call-ups for the delivery of the services will be awarded by DIAND to the Contractor(s) who, in DIAND'S exclusive opinion, can best render the required services, based on the location of the services to be rendered to a possible allocation of \$2,000,000.00 per SOA.

9.2 Call-up Procedures

9.2.1 Contractors will be contacted directly as indicated above at 9.1.1.

9.2.2 The Project Authority will provide the Contractor with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

9.2.3 The Project Authority will determine whether a firm price, ceiling price, or limitation of expenditure will apply to the Call-up and will require the Contractor to accordingly submit either a firm price, ceiling price, or limitation of expenditure.

Firm price definition: The total amount payable is a fixed sum. Both parties agree prior to the award of the call-up as to the price payable thereunder.

Ceiling price definition: The maximum amount of monies that may be paid to a Contractor for costs reasonably and properly incurred in the performance of the Work described in the call-up. If the costs, as charged, reach or exceed the ceiling, the Contractor must complete the Work and will receive no monies beyond this ceiling.

Limitation of expenditure definition: The maximum amount of monies that may be paid to a Contractor for the costs reasonably and properly incurred in the performance of the Work described in the call-up. If the Contractor discovers that there are insufficient funds to complete the Work, the Contractor must inform the Project Authority. The Project Authority then has the option of providing additional funding or requesting the Contractor complete the Work to the extent that the current funding permits.

9.2.4 The Contractor will either submit a firm price, or a ceiling price, or a limitation of expenditure as required by the Project Authority, a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details to the Project Authority. The proposal must be submitted to the Project Authority within three (3) business days of receiving the request.

9.2.5 The firm price, ceiling price or limitation of expenditure will be established by utilizing the applicable rates as shows in the Basis of Payment, Annex "B".

9.2.6 Failure by the Contractor to submit a proposal in accordance with the time frame specified in 21.2.4 above will be interpreted as the Contractor being unable to perform the services and will result in the setting aside of the Offer. The Contractor will then be by-passed and the Project Authority will send the request to the next best-suited Contractor. This process will continue until the requirement can be fully addressed by a

Contractor. Should no Contractor be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

- 9.2.7 The Project Authority reserves the right to request references from the available Contractor to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Project Authority reserves the right to go to the next Contractor.
- 9.2.8 Upon agreement of the firm price, ceiling price or limitation of expenditure for the services, the Contractor will be authorized by the Contracting Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- 9.2.9 The Contractor shall not commence Work until the Call-up Against a Standing Offer has been signed by the Contracting Authority. The Contractor acknowledges that any and all Work performed in the absence of a Call-up Against a Standing Offer Agreement signed by the Contracting Authority will be undertaken at the Contractor's own risk, and Canada shall not be liable for payment therefor.

10. Call-up Instrument

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

11. Priority of Documents

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

- a) the Call-up against the Standing Offer, including any Appendixes and Annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2005 (2014-09-25) , General Conditions - Standing Offers - Goods or Services
- d) the Supplemental General Conditions 4007 (2010-8-16): Canada to Own Intellectual Property Rights in Foreground Information
- e) Appendix A - Scenarios
- f) Appendix B - Tombstone Coding Protocol Guide
- g) Appendix C - Database Coordination Tasks
- h) Appendix D – Document Scanning Specifications
- i) Annex A - Statement of Work
- i) Annex B - Basis of Payment
- k) Annex C - Security Requirements Checklist
- l) Annex D – Independent Bid Determination
- m) Annex E – Language Certification
- n) Annex F – Set-Aside for Aboriginal Business Certification

12. Certifications

12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made

knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12.2 SACC Manual Clauses

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

13. Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

2.1 General Conditions

2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

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

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

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

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

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

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

2.2 Supplemental General Conditions

2.2.1 Indemnification

The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

- 2.2.2** 4007 (2010-08-16) - Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

3. Term of the Standing Offer

3.1 Period of the Standing Offer

The Standing Offer period is from award until March 31, 2017 with two (2) additional one (1) year option periods.

4. Proactive Disclosure of Contracts with Former Public Servants

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

5. Payment

5.1 Basis of Payment

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

5.1.1 Firm Price

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

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

5.1.2. Ceiling Price

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

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

5.1.3 Limitation of Expenditure

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

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

5.2 Method of Payment

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

Single Payment (For All Basis of Payments Options)

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

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

Monthly Payments (For Ceiling Price or Limitation of Expenditure)

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

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

Milestone Payments (For Firm Price Basis of Payment)

1. Milestone payments will be made in accordance with the Schedule of Milestone attached to the call up, upon the following terms and conditions:

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

5.3 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost: \$ _____.

5.4 Travel Time

Rates are inclusive of any time spent traveling from the Contractor's work location to a specific pre-authorized work assignment that is 100 kilometers or less.

Time spent by a Contractor traveling to and from specific pre-authorized work assignments where the distance is more than 100 kilometers from the Contractor's work location may be billed at 50% of the Contractor's per diem or hourly rate.

Where the time traveled is more or less than a day, per diem rates will be converted to hourly rates based on a 7.5 day when calculating reimbursement costs.

5.5 Other Direct Expenses

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

Estimated Cost: \$ _____.

5.6 Electronic Payment

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

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

6. Insurance

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

7. Official Languages

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

8. Joint Venture

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

[List Joint Venture members]

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

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

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

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

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

9. T1204 - Information Reporting By the Contractor

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

9.2 To enable departments and agencies to comply with this requirement, the Contractor must provide the following information within 30 calendar days following contract award:

- a. the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;

- b. the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
 - c. the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
 - d. in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.
- 9.3 The information must be sent to the person and address specified below. If the information includes a SIN, the information should be provided in an envelope marked "protected".

Name of person _____ (to be identified at SOA award)

Address _____ (to be identified at SOA award)

APPENDIX "A" SCENARIOS

3.1 SCENARIO: RESEARCH PLAN

Research Plan – Calgary and NCR Streams

Option 1: Historical Land Transactions Case

Introduction and Instructions

The purpose of this exercise is to test the bidder's ability to create a research plan to gather all relevant documents in Canada's possession for a "Historical Land Transactions" case. The resulting document collection will assist the Justice litigator in preparing Canada's defence and will ensure Canada meets its legal obligation to disclose all relevant documents.

Bidders are asked to draft a Research Plan based on the facts of a fictitious case as provided below.

The Research Plan should identify:

- the scope of the research (timeframe and issues);
- criteria for determining document relevancy (how would researchers determine if the content of a document is relevant to the issues, what types of documents or information would be relevant);
- the sources to be reviewed and their location (It is not necessary to provide actual file numbers);
- the methodology for reviewing the sources, copying relevant documents; and
- the manner in which work completed will be tracked.

NOTE: Although the First Nation and the events are fictitious, the location and types of files containing relevant documents are to be considered the same as those which exist for actual First Nations.

The Case

Chief Cavell Jordon and the Council of the Sundown First Nation, representing all members of the Sundown First Nation v. The Attorney General of Canada (T-2016-14)

Factual Summary

The Chief and Council of the Sundown First Nation filed a Statement of Claim in the Federal Court (Trial Division) on July 3, 2016. The following factual allegations have been made:

1. The First Nation occupies a 1,000 hectare reserve in southern Manitoba.
2. Originally, the First Nation's reserve was 1,200 hectares in size as granted under the terms of Treaty #2.
3. In 1910, the First Nation surrendered 200 hectares for eventual inclusion in the adjacent Town of Gladmore.
4. During a meeting with the Indian agent on January 6, 1909, members of the First Nation were told that the First Nation would receive \$5.00 per hectare for a total of \$1,000.00. Following the surrender, the actual amount transferred to the First Nation's trust account was \$925.00.
5. In 1958, the Chief and Council of the First Nation wrote to the Minister of Indian Affairs requesting that the First Nation be paid in full for the 1910 surrender. In his response, the Minister stated that only 185 hectares were actually surrendered and the First Nation was therefore paid in full.
6. The First Nation claims:
 - a) Damages in the amount of \$75.00 brought forward from 1910 to the present using full compound interest and costs of this action;
 - b) In the alternative, a declaration that the 1910 surrender is void and costs of this action.

APPENDIX “A” SCENARIOS

Option 2: Modern Operations Case

Introduction and Instructions

The purpose of this exercise is to test the bidder’s ability to create a research plan to gather all relevant documents in Canada’s possession for a “modern operations” case. The resulting document collection will assist the Justice litigator in preparing Canada’s defence and will ensure Canada meets its legal obligation to disclose all relevant documents.

A “modern operations” case is a court action or human rights complaint wherein the events, decisions and actions at issue occurred within the last 30 to 40 years. Unlike cases where the facts and allegations are historical, relevant documents and information in “modern operations” cases are mainly held within the department or remain under the department’s control at Federal Records Centres.

Bidders are asked to draft a Research Plan based on the facts of a fictitious case as provided below. The AANDC program used in this case is real, however the names of the First Nation and chief, the events and the allegations are fictitious.

The Research Plan should identify:

- the scope of the research (issues and timeframe);
- criteria for identifying relevant documents (what information or content would make a document relevant and what types of documents would be relevant);
- the records/sources within AANDC to be reviewed, both official and unofficial (It is not necessary to provide actual file numbers or the names of individuals holding relevant information);
- the methodology for reviewing the sources and collecting relevant documents (how will the sources be accessed and reviewed, and how will relevant documents be copied from these sources), and;
- the manner in which work completed will be tracked.

The Case

Chief Edwin Fox and the Council of the Northeast River First Nation, representing all members of the Northeast River First Nation v. The Attorney General of Canada (T-2015-36)

Factual Summary

The Chief and Council of the Northeast River First Nation filed a Statement of Claim in the Federal Court (Trial Division) on October 19, 2015. The following factual allegations have been made:

1. The First Nation operates a water treatment and wastewater management system on its 5,000 hectare reserve in northern Ontario. This facility is managed by three members of the First Nation who received training to operate the facility through AANDC’s Circuit Rider Training Program (CRTP).
2. AANDC’s CRTP is described as a program which:
 - a. “provides First Nation operators with hands-on, on-site training and mentoring on how to operate their drinking water and wastewater systems. The CRTP provides qualified experts who rotate through a circuit of First Nation communities, providing training and mentoring for the on-reserve operators on their own systems. Circuit Rider Trainers (CRTs) also support First Nation operators with advice on minor troubles and issues related to the operation and maintenance of their systems.”
3. From 2009 to 2011 AANDC conducted a National Assessment of First Nations Water and Wastewater Systems (hereinafter called the Assessment). In the Ontario portion of this Assessment, it was stated that:

APPENDIX "A" SCENARIOS

- a. "Of the 71 systems which require a certified operator for the wastewater treatment system, 75% did not have a fully certified primary operator and 93% did not have a fully certified backup operator. Of the 71 systems which require a certified operator for the collection system, 73% did not have a fully certified primary operator and 93% did not have a fully certified backup operator."
4. Part of AANDC's response to this Assessment was to announce that additional funds would be set aside for the training of water facility operators and that:
 - a. "AANDC will work with First Nation organizations to restructure the Circuit Rider Training Program (CRTP) in order to: improve program delivery consistency; clarify performance standards and provide direction on the frequency of visits to First Nations; and ensure that trainers have clear minimum qualifications."
5. During the summer of 2014, five members of the First Nation became ill as a result of drinking contaminated water provided directly to their homes from the water treatment facility.
6. The three members in charge of the water treatment facility allege that they were not adequately trained to recognize and correct the technical issue which led to the contamination.
7. The First Nation therefore alleges that AANDC:
 - a. Knew in 2011 that its training of water facility operators was inadequate and
 - b. Despite its promise to improve training, it failed to provide the water facility operators of the First Nation with sufficient training.
8. The First Nation seeks \$50 million in damages.

NOTE: The responsibility for engaging Circuit Rider Trainers for northern Ontario was assigned to the Thunder Bay Regional Office of AANDC. The Trainers for the Northeast River First Nation were engaged on contract through the Thunder Bay Regional Office.

APPENDIX "A" SCENARIOS

Research Plan – Québec Stream

Historical Land Transactions Case

Introduction and Instructions

The purpose of this exercise is to test the bidder's ability to create a research plan to gather all relevant documents in Canada's possession for a "Historical Land Transactions" case. The resulting document collection will assist the Justice litigator in preparing Canada's defence and will ensure Canada meets its legal obligation to disclose all relevant documents.

Bidders are asked to draft a Research Plan based on the facts of a fictitious case as provided below.

The Research Plan should identify the scope of the research (key questions, historical timeframe, anticipated deadlines), criteria for identifying relevant documents, the sources to be reviewed, the methodology for reviewing the sources, how relevant documents from these sources will be copied and the manner in which work will be completed and tracked.

NOTE: Although the First Nation and the events are fictitious, the location and types of files containing relevant documents are to be considered the same as those which exist for actual First Nations.

The Case

Chief Stanislas Gros-Louis and the Council of the Première Nation Pointe-aux-Loups, representing all members of the Première Nation Pointe-aux-Loups v. The Attorney General of Canada (T-2016-14) et al.

Factual Summary

The band Chief and Council representing the Première Nation Pointe-aux-Loups filed a Statement of Claim in the Federal Court on July 3, 2016. The following factual allegations have been made:

- 1) The First Nation currently occupies a 1,000 hectare reserve on the North coast of Québec.
- 2) In 1962, the reserve occupied an area of 1,200 hectares.
- 3) In 1963, the First Nation sold 200 hectares to the Government of Canada for expropriation for the purpose of building a shopping center and a road in the city of Châteauguay.
- 4) During a meeting on January 24, 1963, the council members of the Première Nation Pointe-aux-Loups band, together with representatives from the department responsible for Aboriginal Affairs Canada (DRAAC), the municipality of Châteauguay and the province of Québec, signed an agreement to surrender each hectare for \$1,500 for a total of \$300,000.
- 5) Following the surrender, the council of the Première Nation Pointe-aux-Loups band received a cheque for \$277,500.
- 6) In 2011, the Chief and Council of the Première Nation Pointe-aux-Loups band wrote to DRAAC requesting that the First Nation receive the final payment, with interest, for the 1963 surrender. In his response, the Minister of DRAAC stated to the First Nation that the payment is considered final because only 185 hectares of reserve land were expropriated for the projects.
- 7) The First Nation claims:
 - a) Damages and interest in the amount of \$90,000 per hectare from 1963 to 2015 using compound interest, as well as costs associated with the trial of this case;
 - b) In the alternative, the requestors seek a declaration that the 1963 surrender is void and seek costs of this action.
- 8) Further, the Première Nation des Montagnais, located 50km from the Pointe-aux-Loups reserve, claims ancestral rights and title to this same land. In the interest of this land, the Première Nation des Montagnais seeks to be included in the process of this case. The Première Nation des Montagnais claims that these lands were never ceded by a First Nation before the 1963 surrender and that their ancestors established a credible occupational right to these lands upstream of the St. Lawrence River before first contact with the Europeans.

APPENDIX "A" SCENARIOS

3.2 SCENARIO - Database Tasks

Introduction and Instructions

The purpose of this exercise is to test the bidder's ability to create a code and create a database and to summarize the ten documents provided. The resulting database will assist the Justice litigator in preparing Canada's defence and will ensure Canada meets its legal obligation to disclose all relevant documents. The documents must be coded with no more than a 1% error rate. Summaries should reflect the core content of the document.

Bidders are asked to read and process the document set provided according to

- A) The attached Appendix B (Tombstone Coding Protocol Guide)

- B) Summarize the key content of the documents into NO MORE than 1-2 short, clear sentences. These summaries must be included as an additional field called "SUMMARY" in the database/and or data set provided.

This database MUST be provided to the client in a Summation and/or Ringtail compatible format. This may be in excel format as long as the excluded characters and other restrictions outlined in APPENDIX B are adhered to. IF THE CLIENT IS UNABLE TO LOAD THE FILE INTO SUMMATION THE BIDDER WILL AUTOMATICALLY FAIL THIS SECTION.

APPENDIX "A"
SCENARIOS

Audit of Land Management

Prepared by:
Audit and Assurance Services Branch

Project#: 12-13

April 2013

APPENDIX “A” SCENARIOS

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APPENDIX "A"
SCENARIOS

ACRONYMS

| | |
|-------|--|
| AANDC | Aboriginal Affairs and Northern Development Canada |
| AB | Alberta |
| ADM | Assistant Deputy Minister |
| AES | Audit and Evaluation Sector |
| ARDG | Associate Regional Director General |
| BC | British Columbia |
| BCR | Band Council Resolution |
| DG | Director General |
| DRAP | Deficit Reduction Action Plan |
| FTE | Full-Time Equivalent |
| HQ | Headquarters |
| IM/IT | Information Management/Information Technology |
| LED | Lands and Economic Development Sector |
| ON | Ontario |
| RO | Regional Operations Sector |
| SK | Saskatchewan |

APPENDIX "A" SCENARIOS

EXECUTIVE SUMMARY

Background

Aboriginal Affairs and Northern Development Canada (AANDC) provides land management services to over 600 First Nations with more than 2,800 reserves covering over 3 million hectares of reserve land across Canada. Land management generally includes activities related to the ownership, use and development of land for personal, community and economic purposes.

AANDC personnel carry out provisions of the *Indian Act* and work with First Nations to manage interests on reserve land. Departmental responsibilities in this capacity are extensive, and include:

- Reviewing and approving the allotment to individual band members to use and occupy parcels of reserve land;
- Managing transactions for reserve surrenders and designations which allow the Crown to grant interests in reserve lands on behalf of the First Nation;
- Reviewing and approving transfers of land between band members; and,
- Supporting the negotiation and drafting process, and reviewing, approving and enforcing leases and permits which allow the lessee or the permittee to use and occupy specific reserve land by authorizing a limited interest in land for a limited time on reserve lands.

One of the Department's key priorities is the social and economic development of First Nations, which has direct linkages to the ownership and management of reserve lands. The Department has responsibilities for helping to create conditions enabling economic development on the lands, building capacity to manage Lands, and maintaining a registry of the lands (including administering and creating third-party rights and interests on reserve land).

AANDC lands registries record property interests in First Nations lands. A land registry is a set of records that anyone can search to find out the ownership, leases, permits and other interests that may apply to a parcel of land. AANDC's land registry system is made up of three separate registries, which are maintained by Headquarters, are web-based, and are accessible to First Nations and the general public:

- The Indian Land Registry System (ILRS) consists of documents related to and interests in reserve (and any surrendered) lands that are administered under the *Indian Act*;
- The First Nations Land Registry System (FNLRS) and the Self-Governing First Nations Land Register (SGFNLR) are both systems used by First Nations operating under agreements of self-governance with AANDC.

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A fourth system, NetLands, is an AANDC system available to AANDC personnel and First Nation land managers; it is used to manage and track the status of land transaction projects on reserve lands.

As part of the Deficit Reduction Action Plan (DRAP), AANDC implemented changes to its approach to land management that aim to streamline the administration of land submissions (including additions to reserve), land designations for leases, and the registration of land instruments. These responsibilities are managed on behalf of the Department by Lands Officers in AANDC Regional Offices, with assistance from three newly-created Regional Support Centres located in Vancouver, Regina, and Toronto. Headquarters representatives will continue to oversee national policies related to land management, and oversee and maintain the Information Management/Information Technology (IM/IT) systems that support these processes (e.g. the land registry systems).

Audit Objective and Scope

The objective of this audit was to assess the adequacy and effectiveness of governance practices, process controls, and systems used in supporting the efficient administration of AANDC's statutory responsibilities related to land management transactions.

The scope of the audit included all relevant land management transactions (i.e. leases, permits, designations, Band Council Resolutions (BCR) allotments and transfers) that were completed during the period April 2011 through October 2012.

The audit scope included an assessment of the following:

- Headquarters and regional governance practices used in monitoring and reporting on land management transactions;
- Controls and management practices used by AANDC Regional Offices to initiate, complete, and document steps taken during the management of land management transactions; and,
- Application controls and management practices related to the functionality of systems used to support land management processes and to the integrity and completeness of registry information managed by these systems. The systems included in the audit scope were the Indian Land Registry System (ILRS) and Netlands.

The audit examined the related governance and control processes in place at Headquarters as well as at a sample of four regions - British Columbia, Saskatchewan, Ontario and Alberta - from December 3, 2012 to February 8, 2013.

The audit scope does not include an assessment of the implementation of the First Nations Lands Management Act or the Reserve Land and Environment Management Program. The audit scope did not include the processing of revenue associated with land instruments, as this

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function was covered in the 2010 *Audit of Trust Accounts*. In addition, the Additions to Reserves portion of Land Management is not included in the scope of this audit as the area was examined in a separate audit.

Statement of Conformance

This audit conforms with the *Internal Auditing Standards for the Government of Canada*, as supported by the results of the quality assurance and improvement program.

Observed Strengths

Throughout the audit fieldwork, the audit team observed examples of how controls are properly designed and are being applied effectively by Headquarters and Regional management. This has resulted in several positive findings which are listed below:

- Land management personnel in the regions have created national forums and working groups in order to share information on technical issues relating to the management of lands transactions;
- Both new and junior Lands Officers are mentored and coached informally by senior Lands Officers to learn how lands transactions are managed;
- ILRS is used consistently across the regions, and is generally accepted by users as a useful tool; and,
- Risks relating to individual land transactions are managed on a case-by-case basis and management escalates issues as required.

Conclusion

Generally, the audit found that control practices related to the management of lands transactions were adequate. Some opportunities for improvement were noted to strengthen management practices in the following areas: governance and performance measurement, resource allocation, roles, responsibilities and training, file management quality, and use of information systems.

Recommendations

The audit team identified areas where control practices and processes could be improved, resulting in six recommendations, as follows:

1. The Senior Assistant Deputy Minister (ADM) of Regional Operations (RO) should work with the Assistant Deputy Minister of Lands and Economic Development (LED) to develop a governance model that allows LED to define priorities and with the assistance of RO, assess operational performance in regional offices against these priorities, so

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that the Department can measure progress achieved towards policy objectives related to land management.

2. The Senior Assistant Deputy Minister of Regional Operations should work with the Assistant Deputy Minister of Lands and Economic Development to conduct an analysis of transaction volume and complexity of lands transactions managed per resource. Roles and duties should be examined to ensure that responsibilities of Lands Officers are appropriate for their level.
3. The Assistant Deputy Minister of Lands and Economic Development should work with The Senior Assistant Deputy Minister of Regional Operations to develop and provide targeted training to Lands Officers responsible for registering more complex lands transactions. In addition, roles and responsibilities of the Support Centres should be clarified and communicated across all regions. Additional training should be provided to Support Centre staff to ensure they have the knowledge and expertise to fulfill the functions of a Support Centre.
4. The Assistant Deputy Minister of Lands and Economic Development should update the Land Management Manual and separate lands policy from procedures. Procedures should include updated control checklists for each key transaction, which can be used by the regions while processing files to ensure quality and completeness.
5. The Senior Assistant Deputy Minister of Regional Operations should work with the Assistant Deputy Minister of Lands and Economic Development to develop and implement a standardized indexing practice for the filing of electronic documents in order to ensure accessibility of the files, as well as implement a standardized practice to track the status of active files.
6. The Assistant Deputy Minister of Lands and Economic Development should identify which user requirements now met by NetLands are critical and conduct a feasibility study to determine whether alternative systems or methods might better meet these requirements.

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1. INTRODUCTION AND CONTEXT

1.1. Land Management

Aboriginal Affairs and Northern Development Canada (AANDC) provides land management services to over 600 First Nations with more than 2,800 reserves covering over 3 million hectares of reserve land across Canada. Land management generally includes activities related to the ownership, use and development of land for personal, community and economic purposes.

AANDC personnel carry out provisions of the *Indian Act* and work with First Nations to manage interests on reserve land. Departmental responsibilities in this capacity are extensive, and include:

- Reviewing and approving the allotment to individual band members to use and occupy parcels of reserve land;
- Managing transactions for reserve surrenders and designations which allow the Crown to grant interests in reserve lands on behalf of the First Nation;
- Reviewing and approving transfers of land between band members; and,
- Supporting the negotiation and drafting process, and reviewing, approving and enforcing leases and permits which allow the lessee or the permittee to use and occupy specific reserve land by authorizing a limited interest in land for a limited time on reserve lands.

One of the Department’s key priorities is the social and economic development of First Nations, which has direct linkages to the ownership and management of reserve lands. The Department has responsibilities for helping to create conditions enabling economic development on the lands, building capacity to manage lands, and maintaining a registry of the lands (including administering and creating third-party rights and interests on reserve land).

AANDC lands registries record property interests in First Nations lands. A land registry is a set of records that anyone can search to find out what ownership, leases, permits and other interests may apply to a parcel of land. AANDC’s land registry system is made up of three separate registries, which are maintained by Headquarters, are web-based, and are accessible to First Nations and the general public:

- The Indian Land Registry System (ILRS) consists of documents related to and interests in reserve (and any surrendered) lands that are administered under the *Indian Act*;
- The First Nations Land Registry System (FNLR) and the Self-Governing First Nations Land Register (SGFNLR) are both systems used by First Nations operating under agreements of self-governance with AANDC.

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According to ILRS, AANDC has registered over 8000 land transactions in each of the last two fiscal years. The table below provides a breakdown the registrations by the region location of underlying lands.

Table 1.

| | Number of Registered Land Transactions by Fiscal Years | |
|-----------------------|---|----------------|
| | 2011-12 | 2012-13 |
| Regions | | |
| British Columbia | 4172 | 3721 |
| Alberta | 693 | 1014 |
| Saskatchewan | 961 | 748 |
| Northwest Territories | 9 | 1 |
| Manitoba | 232 | 193 |
| Ontario | 3581 | 2263 |
| Quebec | 1031 | 889 |
| Atlantic | 169 | 145 |
| Total | 10848 | 8974 |

A fourth system, NetLands, is an AANDC system available to AANDC personnel and First Nation land managers; it is used to manage and track the status of land transaction projects on reserve lands.

1.2. Recent Changes Affecting Land Management

As part of the Deficit Reduction Action Plan (DRAP), AANDC implemented changes to its approach to land management that aim to streamline the administration of land submissions (including additions to reserve), land designations for leases and the registration of land instruments. These responsibilities are managed on behalf of the Department by Lands Officers in AANDC Regional Offices, with assistance from three newly-created Regional Support Centres located in Vancouver, Regina, and Toronto. Headquarters representatives will continue to oversee national policies related to land management, and oversee and maintain the IM/IT systems that support these processes (e.g. the land registry systems and Netlands).

As of December 1, 2012, AANDC implemented changes to the management of the Lands and Economic Development Sector and its programs as part of the Department's response to DRAP. These key changes included the following:

- Prior to December 1, all steps required to complete land transactions – except for final quality assurance checks and registration of the transaction in the Indian Lands Registry System (ILRS) – were performed by staff at Regional Offices. The completed transaction file was then sent to Headquarters for final review and registration. Headquarters was relied upon for its knowledge of specialized issues related to the Indian Lands Registry System (ILRS) and the registration process (for example, how to

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proceed when a land parcel defined in the registry system needs to be subdivided into two parcels before a transaction and its supporting documentation could be entered).

- As of December 1, responsibility for these final steps was transferred to the regions; however, no additional resourcing (neither human resources, nor additional operational funding) were transferred to support these responsibilities.
- Also beginning December 1, Support Centres were established to assist Lands Officers in all regions. Two of these Support Centres are relevant to this audit. (The third Support Centre was established to provide assistance on Additions to Reserves transactions.) A Support Centre based in the BC Regional Office (2 FTEs) was established to provide assistance with designation transactions. A Support Centre based in the Ontario Regional Office (2 FTEs) was established to support the registration process, including the use of ILRS. According to documentation obtained during the audit, the role of these Support Centres includes:
 - maintaining templates and other tools;
 - providing advice on policy-related questions;
 - liaison with Headquarters program management;
 - providing operational guidance and support;
 - providing input into the development and maintenance of systems and tools; and,
 - assisting with official language requirements and translation.

These changes affected this audit in several ways. As a result of the changes implemented, and their timing (which coincided with the beginning of audit fieldwork), findings of the audit must be read in the context of changes in organization structure, roles and responsibilities of and management teams in Regional Offices, and of newly-formed Support Centres that were not yet operational at the time of the audit fieldwork.

2. AUDIT OBJECTIVE AND SCOPE

2.1. *Audit Objective*

The objective of this audit was to assess the adequacy and effectiveness of governance practices, process controls, and systems used in supporting the efficient administration of AANDC's statutory responsibilities related to land management transactions.

2.2 *Audit Scope*

The scope of the audit included all relevant land management transactions (i.e. leases, permits, designations, BCR allotments and transfers) that were completed during the period April 2011 through October 2012.

The audit scope included an assessment of the following:

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- Headquarters and regional governance practices used in monitoring and reporting on land management transactions;
- Controls and management practices used by AANDC Regional Offices to initiate, complete and document steps taken during the management of land management transactions; and,
- Application controls and management practices related to the functionality of systems used to support land management processes, and related to the integrity and completeness of registry information managed by these systems. As lands transactions completed and registered by First Nations under self-governing agreements were out of scope for the audit, the systems included in the audit scope were the Indian Land Registry System (ILRS) and Netlands.

The audit examined the related governance and control processes in place at Headquarters as well as at a sample of four regions - British Columbia, Saskatchewan, Ontario and Alberta - from December 3, 2012 to February 8, 2013.

The audit scope did not include an assessment of the implementation of the First Nations Land Management Act or the Reserve Land and Environment Management Program. The audit scope did not include the processing of revenue associated with land instruments, as this function was covered in the 2010 *Audit of Trust Accounts*. In addition, the Additions to Reserves portion of Land Management was not included in the scope of this audit as the area was examined in a separate audit.

3. APPROACH AND METHODOLOGY

The audit of land management was planned and conducted in accordance with the *Internal Auditing Standards for the Government of Canada*, as set out in the *Treasury Board Policy on Internal Audit*.

Sufficient and appropriate audit procedures have been conducted and evidence gathered to support the audit conclusion provided and contained in this report.

The probability of significant errors, fraud, non-compliance, and other exposures was considered during the planning phase of the audit.

Four regions were selected during the planning phase for site visits: British Columbia, Saskatchewan, Ontario and Alberta. In addition, individuals based at AANDC Headquarters were also selected for management interviews, and a desk-based review was undertaken of relevant supporting documentation.

The principal audit techniques used included:

- Interviews with key management and staff personnel;

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- Reviews of relevant documentation related to the management and administration of lands transactions;
- Evaluation of the system of internal controls over governance, people (roles and responsibilities, training and job tools), risk management, stewardship (planning and quality), results and performance, and information management for processes within the audit scope;
- Review of a sample of 110 land transaction files in total (i.e. 26 leases, 25 permits, 19 designations, 15 BCR allotments, 25 transfers); and,
- Walkthrough testing of the NetLands system and Indian Land Registry System (ILRS).

The approach used to address the audit objectives included the development of audit criteria against which observations and conclusions were drawn. The audit criteria developed for this audit are included in Appendix A.

4. CONCLUSION

Generally, the audit found that control practices related to the management of lands transactions were adequate. Some opportunities for improvement were noted to strengthen management practices in the following areas: governance and performance measurement, resource allocation, roles, responsibilities and training, file management quality, and use of information systems.

5. FINDINGS AND RECOMMENDATIONS

Based on a combination of the evidence gathered through the examination of documentation and systems, analysis and interviews, each audit criterion was assessed by the audit team and a conclusion for each audit criterion was determined. Where a significant difference between the audit criterion and the observed practice was found, the risk of the gap was evaluated and used to develop a conclusion and to document recommendations for improvement.

Observations include both management practices considered to be adequate as well as those requiring improvement. Recommendations for corrective actions accompany observations of management areas identified for improvement.

Throughout the audit fieldwork, the audit team observed examples of how controls are properly designed and are being applied effectively by Headquarters and Regional management. This has resulted in several positive findings which are listed below:

- Land management personnel in the regions have created national forums and working groups in order to share information on technical issues relating to the management of lands transactions;

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- Both new and junior Lands Officers are mentored and coached informally by senior Lands Officers to learn how lands transactions are managed;
- ILRS is used consistently across the regions, and is generally accepted by users as a useful tool; and,
- Risks relating to individual land transactions are managed on a case-by-case basis and management escalates issues as required.

5.1. Governance and Performance Measurement

5.1.1. Governance of Operational Performance

Governance is the foundation for all other components of internal control. Governance bodies should receive sufficient, complete, timely and accurate information to maintain an effective oversight role, and to ensure that there is adequate challenge and discussion on all matters related to the administration of reserve land and resource activities. Performance measurement processes ensure that necessary information on the land management operations is available to inform oversight and discussion.

Oversight of the administration of reserve lands is made more complex by the organizational structure of AANDC. The LED Sector is responsible for developing lands policy, and has created a three-year strategic plan that identifies objectives, sets out priorities and describes key steps in the achievement of the plan. Responsibility for lands operational activities lies with the Regional Operations Sector; the devolution of the responsibility for registering lands instruments as of December 1, 2012 to the regions removed the participation of LED headquarters personnel from day-to-day operations.

As a result, LED's ability to effectively oversee operations is reduced, since LED has effectively "outsourced" all operations of lands programs to Regional Operations.

The audit expected to find that senior management in the LED and Regional Operations Sectors had established a formal oversight body that meets regularly to establish priorities, reviews performance of lands activities, and receives information necessary to allow for effective monitoring of the performance of lands management activities in regional offices.

The audit found that there is limited coordination between LED and RO in the oversight of lands activities, and in performance measurement and reporting. In each Region, oversight of lands operations is included in the scope of regional governance committees, but the audit did not identify a national LED governance committee that regularly reviewed land management operations.

Working groups have been established by Lands Officers in Regional Offices and coordinated by headquarters LED personnel. These working groups are operational in nature, and facilitate the sharing of information on specific land management topics among group members.

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It was also noted during the audit that although LED has issued a Strategic Plan, that plan is not widely used by lands units in regional offices in the setting of priorities. Priorities for land management activities are identified in annual unit or directorate business plans that roll up into regional business plans. Performance measurement and reporting activities refer to these regional plans.

It was also noted during the audit that there is limited performance reporting on regional land activities, and there has been no assessment of performance compared to previous years, nor to expected volume of work or performance outcomes. Although much of the work on lands transactions is performed in reaction to requests made by First Nations, the audit expected to find some performance reporting, such as trends analysis, or measurement of throughput for the various instrument types processed. Some performance statistics were retained by unit managers in some regions, but the audit did not find program-wide performance analysis that would enable senior management to determine whether adjustments were required in lands operation.

Without formal oversight to establish priorities, and effective monitoring of the performance of lands management activities in regional offices, there is a risk the department may not be able to adequately measure progress and make improvements to the efficiency and effectiveness of land management activities.

Recommendation:

1. The Senior Assistant Deputy Minister (ADM) of Regional Operations (RO) should work with the Assistant Deputy Minister of Lands and Economic Development (LED) to develop a governance model that allows LED to define priorities and with the assistance of RO, assess operational performance in regional offices against these priorities, so that the Department can measure progress achieved towards policy objectives related to Land management.

5.1.2. Resource Allocation

Resource allocation should support the strategic priorities of the organization and ensure that the roles and responsibilities of a position are appropriate for the job level. Resources should be allocated by taking into account the volume of work in different regions as well as the complexity of the work. Given that land transaction processing is reactive work based on submissions by the First Nations in the region, appropriate resource allocation is important to ensure that the Department can fulfill its statutory obligations as well as its strategic priorities.

The audit expected to find that resource allocation and organizational structure are effective and aligned with strategic priorities.

The audit found that lands transactions vary depending on the region. Some regions focus on more complex transactions of longer duration, like designations and leases. While these transactions are not typically registered in a high volume each year, they are becoming increasingly complex and require significant time and resources. Other regions process many straight-forward transactions per year, and fewer complex transactions. The audit found that

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regions are starting to specialize in their management of lands transactions; that is, Lands Officers are now beginning to be organized into teams that focus on specific types of transactions, rather than function as Lands generalists, handling all transactions associated with one or more First Nations.

The audit found roles vary among regions. Some regions consist primarily of Lands Officers at the PM-02 and PM-03 level, where some regions have more senior Lands Officers at the PM-04 and PM-05 level. There is no standardization across the regions to ensure that job classification levels are consistent with the complexity of transactions associated with a given role. There is also discontent among Lands Officers that the delegation of the registry function to the regions has impacted their job duties and responsibilities, but not their job description nor their classification. Despite being listed as a priority in the LED Strategic Plan, no analysis on transaction volume and complexity per available resource has been conducted in the regions.

If resources are not allocated by taking into account the volume of work in different regions as well as the complexity of the work performed there is a risk that the department will experience reduced efficiency and possible discontent among staff.

Recommendation:

2. The Senior Assistant Deputy Minister of Regional Operations should work with the Assistant Deputy Minister of Lands and Economic Development to conduct an analysis of transaction volume and complexity of lands transactions managed per resource. Roles and duties should be examined to ensure that responsibilities of the Lands Officers are appropriate for their level.

5.2. People

5.2.1. Roles, Responsibilities and Training

A clear understanding of the roles and responsibilities of Lands Officers and other personnel involved in lands transactions is critical to the efficient management of a land file. For management and staff within an organization, formal definitions of roles and responsibilities are often found in job classifications and job descriptions. Lands Officers rely on tools such as process and procedural manuals, checklists, and formal training programs to maintain competencies required to perform their role and meet their responsibilities.

The audit expected to find that roles and responsibilities of Lands Officers and other personnel involved in lands transactions are clearly defined and understood. The audit also expected to find that AANDC lands management personnel are provided with appropriate training, tools, resources and information to support the fulfillment of their duties. As noted in Section 5.1.2, the audit found that roles vary among regions with no standardization across the regions.

The audit found that training for Lands Officers is provided informally and responsibilities are learned on-the-job and through shadowing/mentoring with more senior staff. Recently training was provided to participants from each Region on the new responsibilities to register

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transactions in ILRS, which was delegated to the regions as of December 1, 2012. While participants found the training helpful in explaining how to register basic transactions, the training did not cover more complex transactions and some Lands Officers in the Region indicated that they are unsure how to register these files. The volume and profile of transactions processed varies by Region and some regions have become specialized in certain types of land transactions, where targeted training would be beneficial.

The roles and responsibilities of the new Support Centres (for designations and registration) are still unclear to regions. As the Support Centres are still in the process of being set up, regions noted that Support Centre capacity to provide expertise on issues was limited, and that functional expertise still resides in the regions. Training for staff in the Support Centres included the general registry training provided to all Lands Officers; however, there are currently no plans for additional training to take place. This has created a lack of knowledge and expertise in the Support Centres, and a lack of confidence among Lands Officers that the Support Centres can provide help required on specific issues.

Without proper training provided to Support Centre staff there is a risk that the Support Centre will not have the knowledge and expertise to fulfill their responsibilities. Without additional training on registering complex transactions for Lands Officers, there is a risk that transactions could be improperly or inconsistently registered.

Recommendation:

3. The Assistant Deputy Minister of Lands and Economic Development should work with The Senior Assistant Deputy Minister of Regional Operations to develop and provide targeted training to Lands Officers responsible for registering more complex lands transactions. In addition, roles and responsibilities of the Support Centres should be clarified and communicated across all regions. Additional training should be provided to Support Centre staff to ensure they have the knowledge and expertise to fulfill the function of a Support Centre.

5.3. Risk Management

Risk management includes identifying specific risks that may preclude the achievement of land management objectives and taking appropriate and timely mitigating actions.

The risk management approach taken by all regions visited is to manage and mitigate risks on a case-by-case basis and management escalates and consults as required. The audit noted that when a land transaction is complex, Land Officers consult with land management, form working groups, and/or consult with the Department of Justice for advice. Specific issues can also be raised on a file-by-file basis by team members at team meetings. In some regions, file-level risk management is addressed by the checklists used for each key transaction and to prevent and mitigate potential risks in an individual land transaction (i.e. errors, inaccuracies, etc). Regions have also developed Regional Risk Profiles which include risks related to land management with limited reporting on risk information through the Quarterly Reporting process.

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Recommendation:

No recommendations were identified in this area.

5.4. Stewardship

5.4.1. File Management Quality

An effective file management process should support the completion and registration of lands transactions by providing Lands Officers with a standardized toolkit of resources to process files accurately and consistently. These resources should ensure that Lands Officers are completing files according to policy, retaining required documentation and registering the appropriate information into the Indian Lands Registry System (ILRS).

The audit included a review of a sample of 110 land transaction files (i.e. 26 leases, 25 permits, 19 designations, 15 BCR allotments and 25 transfers). The audit expected to observe that lands transactions are recorded accurately and that documentation is complete. The audit also expected to find that adequate operational practices are in place in order to ensure accuracy and quality, and that reporting on the status of land management transactions is communicated appropriately and in a timely manner.

To assist Land Officers in fulfilling their responsibilities, the department has developed a Land Management Manual. The Land Management Manual is a 655-page resource tool which has the basic technical information needed to manage resource land. The manual contains general information on reserve lands, specific procedures, and policy information. The audit found that regions use the Land Management Manual as a reference in order to complete lands transactions; however, it was noted that regions have started to diverge from the manual as much of the policy in the manual is out of date, and the manual blends policy with procedures. This has resulted in a general lack of clarity across the regions as to what documentation is required to be retained, as well as what constitutes a complete file. While the manual includes a few example checklists, some regions have created and implemented control checklists as a way to ensure accuracy and completeness in file transactions. These checklists identify all the required steps and documentation for each type of transaction, and typically require sign-off by the Lands Officer before the file is reviewed and approved by a Manager. Other regions have not yet implemented a control mechanism, and files are processed and approved without a means of ensuring that all aspects have been appropriately completed.

Based on a review of sample land transaction files, the audit found that generally, documentation is retained to evidence that all procedures were followed. Audit testing noted a few exceptions where reviews were not adequately evidenced or documents were not properly retained by regional staff (e.g. notifications, missing copy of Ministerial Order or Order in Council, BCRs, Affidavits, etc.). It was noted through sample files reviewed that in regions that have not yet implemented control mechanisms like checklists, it was more common for files to have missing documentation compared to regions with implemented control checklists.

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Regions tend to have limited resources to train new Lands Officers. While the Land Management Manual is used as a base reference, there are few guidelines and procedures to help a Lands Officer through a file. Informal coaching and mentoring from more senior Lands Officers is how most Lands Officers learn what is required to complete a file. This has created variations in how land transactions are processed and documented within regions as well as between regions, as Lands Officers each have their own way of processing a file. In some regions Lands Officers use individually-created checklists, work plans and file-tracking methods, which are not standardized practices.

Regions have also begun to electronically file documents; however, no standardized indexing system has been created or implemented. This has resulted in *ad hoc* filing techniques specific to each region and in some cases to each Lands Officer, making document retrieval difficult as there are no naming conventions or lists of required documents in place. A standard indexing practice for electronic files would be essential to ensure the accessibility and retrieval of the key documents for a registration, as well as the working file documents captured in the Comprehensive Integrated Document Management system (CIDM). Examples of working file documents would include draft versions of instrument documents, completed checklists, correspondence, evidence of review and approval, etc.

Reporting on the status of active files varies among regions. Some regions require that Lands Officers maintain up-to-date Work in Progress (WIP) lists of all active files, which are reviewed as required by managers. Other regions do not track active files and limit reporting to the number of transactions registered in the region in a given period. This reporting varies among regions from a quarterly to *ad hoc* process.

Without effective and standardized file management practices or control checklists to ensure quality and support the completion and registration of lands transactions, there is increased risk of inaccurate or incorrect registrations.

Recommendations:

4. The Assistant Deputy Minister of Lands and Economic Development should update the Land Management Manual and separate lands policy from procedures. Procedures should include updated control checklists for each key transaction, which can be used by the regions while processing files to ensure quality and completeness.
5. The Senior Assistant Deputy Minister of Regional Operations should work with the Assistant Deputy Minister of Lands and Economic Development to develop and implement a standardized indexing practice for the filing of electronic documents in order to ensure accessibility of the files, as well as implement a standardized practice to track the status of active files.

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5.4.2. Use of Information Systems

Effective information management systems should support the execution of business processes by improving their overall efficiency, promoting data consistency and integrity, and standardizing processing steps.

The Indian Land Registry System (ILRS) consists of documents related to and interests in reserve (and any surrendered) lands that are administered under the Indian Act. The audit found that use of the system is generally consistent from Region to Region. ILRS is generally accepted by users as a useful tool. ILRS documentation and training on registration of documents was provided to selected 'power users' as part of the devolution of ILRS to the regions.

NetLands is a web-enabled AANDC computer application used in the management of land transactions on reserve lands. It assists users to schedule activities, track revenues, documents, correspondence and significant events related to lands transactions. According to system documentation, NetLands is designed to help Department and First Nations staff manage land projects and associated land instrument details such as:

- terms and conditions of instruments (e.g. rent payments);
- payments;
- monitoring (rent review, insurance, environment, breaches, disputes);
- people, organizations and companies associated with a land instrument; and,
- instruments which modify the original instrument.

NetLands allows a user to enter "bring forward" (BF) dates for events that should be addressed to meet the terms and conditions of the transaction, various policies and legal obligations.

The audit expected to find that NetLands is used to manage the processing of lands files, particularly those files that are more complex, and therefore more likely to remain in process over longer periods. The audit also expected to find that NetLands is used to provide project management functions to Land Managers and Lands Officers, such as tracking deadlines relevant to the processing of a land file prior to its completion and registration, and tracking expiry dates or renewal dates after a land transaction is completed and registered.

The audit found that although a 2010 AANDC Directive mandates the use of NetLands, the way the system is used was found to be inconsistent across regions included in the audit. Lands Officers use NetLands to varying degrees to monitor revenue-generating lands transactions (i.e. leases and permits). In some regions, for example, transactions (e.g. permits related to resources) were not entered in NetLands but were monitored in spreadsheet-based tools. The audit also found that NetLands use varied from officer to officer in the same region.

There is no direct connection to NetLands from the Indian Lands Registry System (ILRS), nor is there system-level integration that permits the direct transfer of data for a land instrument registered in ILRS to NetLands, where the terms of the instrument are monitored. Data related

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to an instrument entered in ILRS must be re-entered in NetLands, which can reduce efficiency of Land Officers. In one region, data entry in NetLands has been standardized through the use of an intake form; this checklist assists Lands Officers with data input requirements, naming conventions, and data quality by guiding a user through various fields in the system, based on the type of land instrument. The audit did not find similar procedural checklists for NetLands in other regions.

Data completeness was also noted as an issue; in some regions, only primary "head" leases are entered into NetLands, resulting in the system being unable to track sub-leases registered on the land. In its 2013 Report on Plans and Priorities, AANDC sets a performance target for the use of NetLands, and expects that 70% of new leases and permits registered in ILRS will be tracked in NetLands by March 2013 (in the 2012 Departmental Performance Report, the March 2013 target was 100%). The achievement of this target will be difficult to determine if data completeness issues remain.

The use of NetLands as a reporting tool appears to be inconsistent across the regions. Operational reports on transaction details, such as a report showing those instruments requiring rent review as of a given date, arrears reports, and the creation of letters requesting the filing of insurance information, are used to support the monitoring of land instruments. NetLands reports are not used to provide management information to LED on a regional or national level.

The audit found that NetLands provides limited project management capabilities, but did not find that the system was used to manage files in process prior to registration. Project management features available for monitoring key dates on instruments were not always used; some Lands Officers note that it was simpler to use other means, such as calendar reminders placed in their personal desktop office software, to monitor rent review and expiry dates.

Without information management systems which support the effective and efficient processing of land management transactions there is increased risk of inaccuracies, inefficiencies, and data integrity may be compromised.

Recommendation:

6. The Assistant Deputy Minister of Lands and Economic Development should identify which user requirements now met by NetLands are critical and conduct a feasibility study to determine whether alternative systems or methods might better meet these requirements.

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6. MANAGEMENT ACTION PLAN

| Recommendations | Management Response / Actions | Responsible Manager (Title) | Planned Implementation Date |
|---|--|---|---|
| <p>1. The Senior Assistant Deputy Minister (ADM) of Regional Operations (RO) should work with the Assistant Deputy Minister of Lands and Economic Development (LED) to develop a governance model that allows LED to define priorities and with the assistance of RO, assess operational performance in regional offices against these priorities, so that the Department can measure progress achieved towards policy objectives related to land management.</p> | <p>Governance structures have been developed and will be implemented which clearly outline roles and responsibilities of LED and RO.</p> <p>LED and RO will work collaboratively to identify priorities, indicators, and targets, which will be integrated into the Regional Operations Corporate Business Plan and Program’s Performance Measurement Framework.</p> | <p>Senior Assistant Deputy Minister, Regional Operations</p> <p>Assistant Deputy Minister, Lands and Economic Development</p> | <p>September, 2013</p> <p>March, 2014</p> |
| <p>2. The Senior Assistant Deputy Minister of Regional Operations should work with the Assistant Deputy Minister of Lands and Economic Development to conduct an analysis of transaction volume and complexity of lands transactions managed per resource. Roles and duties should be examined to ensure that responsibilities of Lands</p> | <p>RO and LED will partner to analyze transaction complexity and volume to assist with the identification of opportunities for improved resource alignment and to ensure that Lands Officers responsibilities are appropriate for their level.</p> | <p>Senior Assistant Deputy Minister, Regional Operations</p> <p>Assistant Deputy Minister, Lands and Economic Development</p> | <p>March, 2014</p> |

**APPENDIX “A”
SCENARIOS**

| Recommendations | Management Response / Actions | Responsible Manager (Title) | Planned Implementation Date |
|--|--|--|------------------------------------|
| Officers are appropriate for their level. | | | |
| 3. The Assistant Deputy Minister of Lands and Economic Development should work with The Senior Assistant Deputy Minister of Regional Operations to develop and provide targeted training to Lands Officers responsible for registering more complex lands transactions. In addition, roles and responsibilities of the Support Centres should be clarified and communicated across all regions. Additional training should be provided to Support Centre staff to ensure they have the knowledge and expertise to fulfill the functions of a Support Centre. | Prior to the Dec. 1 st , 2012 transition, whereby regions assumed responsibility for registering land instruments, on-line and in-person training was facilitated by LED HQ personnel. To date, the need to deliver additional training has been identified for Alberta, Ontario, Atlantic, Quebec, Saskatchewan and Manitoba. Training on complex transactions will be delivered by LED HQ personnel April – June, 2013. | Assistant Deputy Minister, Lands and Economic Development Senior Assistant Deputy Minister, Regional Operations | June, 2013 |
| 4. The Assistant Deputy Minister of Lands and Economic Development should update the Land Management Manual and separate lands policy from procedures. Procedures should include updated control checklists for each key transaction, which can be used by the Regions while processing files to | Updating the Lands Management Manual is an ongoing activity involving consultations with First Nation land managers. Revisions to Chapters 5 (Designations) and 7 (Leasing) of the Lands Management Manual are currently underway. Checklists will also be developed to ensure quality and | Assistant Deputy Minister, Lands and Economic Development | November, 2014 |

APPENDIX "A" SCENARIOS

| Recommendations | Management Response / Actions | Responsible Manager (Title) | Planned Implementation Date |
|---|--|--|-----------------------------|
| ensure quality and completeness. | completeness. | | |
| 5. The Senior Assistant Deputy Minister of Regional Operations should work with the Assistant Deputy Minister of Lands and Economic Development to develop and implement a standardized indexing practice for the filing of electronic documents in order to ensure accessibility of the files, as well as implement a standardized practice to track the status of active files. | LED in consultation with RO will develop a standardized indexing regime for electronic filing of land registration documents, and will develop a standardized practice to track the status of active files, which will be implemented by RO. | Senior Assistant Deputy Minister, Regional Operations Assistant Deputy Minister, Lands and Economic Development | December, 2013 |
| 6. The Assistant Deputy Minister of Lands and Economic Development should identify which user requirements now met by NetLands are critical and conduct a feasibility study to determine whether alternative systems or methods might better meet these requirements. | A Business Opportunity Proposal will be developed to assess the viability of the NetLands system or consider a broader IM/IT strategy. | Assistant Deputy Minister, Lands and Economic Development | March, 2014 |

**APPENDIX “A”
SCENARIOS**

Appendix A: Audit Criteria

The audit objective was linked to audit criteria developed in alignment with Core Management Controls. Additional audit criteria were developed to address specific risks identified in the planning phase.

| Audit Criteria | |
|--------------------------------|---|
| Governance | |
| 1.1 | AANDC has established effective oversight bodies that meet regularly and receive key information to allow for effective monitoring of land management activities. |
| 1.2 | Strategic and operating objectives and priorities for land management activities exist and are effectively communicated to AANDC staff in Regional Offices. |
| 1.3 | Resource allocation and organizational structure are effective and aligned with strategic priorities. |
| People | |
| 2.1 | There are clearly defined roles and responsibilities for AANDC personnel and other stakeholders who participate in the land management activities. |
| 2.2 | AANDC provides employees in Headquarters and Regional Offices with the necessary training, tools, resources and information to support the discharge of their responsibilities related to land management activities. |
| Risk Management | |
| 3.1 | AANDC management identifies specific risks that may preclude the achievement of land management objectives and communicates relevant plans. |
| Stewardship | |
| 4.1 | Land management activities are planned, initiated and completed in a timely manner, recorded accurately, and the documentation of each action is complete. Exceptions to required policies and procedures are identified and appropriate actions are taken. |
| 4.2 | Adequate operational practices are in place to ensure accuracy and quality. |
| 4.3 | Appropriate and timely reporting on the status and results of land management transactions is communicated. |
| 4.4 | Information management systems meet the needs of users, are used consistently, and support land management activities. |
| Results and Performance | |
| 5.1 | Performance measurement strategies are in place, and results of performance measurement are documented, and reported to land management stakeholders. |
| 5.2 | Performance measurement results are reviewed to analyze, compare and explain variances between actual performance of the land management transactions and planned results. |

APPENDIX "A"
SCENARIOS

32/34-9-1
9279

OTTAWA, February 15, 1961.

MEMORANDUM

RE: Bronte Beach Park

Following our request to the Surveyor General for assistance in trying to determine whether or not there was any unsold land in or near Bronte Beach, Mr. George Babbage, O.L.S. spent some time at the Branch going over old records with the undersigned.

As a result of a sale number shown on a microfilmed copy of an 1848 plan, which we did not have nor knew to be in existence, we determined that the Beach Park area was sold in 1891 to the Bronte Harbour Company for \$44.50. The purchase price was paid in full but Letters Patent have never issued.

Details of the transaction (on old file 9279 - Red Series) are as follows:

1. In February 1878 Robert F. Chisholm, President of the Bronte Harbour Company, advised that his company used the beach for piles to prevent sand and silt from washing into the creek as they had been of the opinion they had title thereto. When they learned title was still in the Crown they asked for either a patent or a permit of occupation.
2. The Department authorized the issue of a short term lease until the Indian Superintendent at Toronto could inspect and value the area. (No record that a lease ever issued.)
3. In June 1878 a sketch plan and surveyor's description were submitted by the Indian Superintendent with a recommendation that the property be sold to the Company for \$25.00. The Superintendent advised that there were 3 or 4 squatters on the beach and recommended that the company be obliged to settle with these squatters for any improvements. (the surveyor's description and sketch plan do not altogether agree with our plan but it is fairly easy to determine what area was applied for).
4. For reasons not known or explained on our file a sale was not negotiated until after the company renewed its application to purchase in 1889. The purchase price was then set at \$25.00 plus interest at 6%

APPENDIX "A"
SCENARIOS

Indian Affairs. (RG 10, Volume 2048, File 9279)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

- 2 -

from 1878. The company paid a total of \$44.50 on January 24, 1891 (see sale 38 - page 85 Deseronto Sale Book - No. 49). In response to the President's request for a crown grant, the Department advised in a letter dated November 18, 1891, that one would issue as soon as evidence was submitted that settlements had been reached or made with the squatters.

In conclusion it would appear that the area known as Bronte Beach park was sold to the Bronte Harbour Company; that there is nothing we can dispose of today; that the only interest we now have is to issue Letters Patent to the successor in title to the Harbour Company upon production by such successor of documents evidencing a good chain of title.

It might be advisable to write to the various parties who have written to the Department during the past five or six years and advise them of our findings.

N.K. Ogden.

APPENDIX "A"
SCENARIOS

1762967

MCGARTHY & MCGARTHY
BARRISTERS, SOLICITORS, ETC.

TELEPHONE ELGIN 4127
CABLE ADDRESS: CARTAN, TORONTO

Logan McCarthy, K.C. Frank McCarthy, K.C.
H. L. Harrison W. J. Brattin W. B. Wolf
P. A. Hayden W. C. Ferry J. D. Wright
F. B. Matthews

CANADA LIFE BUILDING
40 UNIVERSITY AVENUE
TORONTO 2 CANADA

October 20th, 1933.

A. F. MacKenzie, Esq.,
Secretary,
Department of Indian Affairs,
OTTAWA, Ontario.

Dear Sir,

On behalf of Mrs. Muriel D. McCarthy, we beg to make application for the purchase of Island No. 75.H., *Sold* located at the Southern end of Longuissa Bay, as shown on "Part 2 of Plan of Islands South of Moose Deer Point, Georgian Bay, Ontario, compiled from plans of surveys made by C. E. Fitton, O.L.S. and J.J.Sing, O.L.S., which said Plan was issued by direction of the Superintendent-General, Indian Affairs, Ottawa, in 1902".

This Island, we understand, is very small and consists only of a few rocks, there being no soil or vegetation of any sort upon them, nor is there any timber thereon.

We would appreciate the consideration of your Department to the sale of this Island to the applicant, and if your Department is favourably disposed to the sale thereof, would you be so good as to advise us of the price required therefor.

The applicant feels that she would like to acquire

- 1 -

Indian Affairs. (RG 10, Volume 2394, File 81,181,
pt. 1)

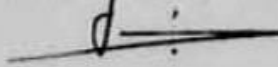
APPENDIX "A"
SCENARIOS

MCGARTHY & MCGARTHY

A. F. MacKenzie, Esq. - #2.

this small Island as a protection for property owned by her which is immediately adjacent thereto and which consists of property shown on Plan as Longuissa Point on the East and a part of the mainland on the West side of the Bay.

Yours very truly,

McCarthy & McCarthy


APPENDIX "A"
SCENARIOS

119662



Cherokee Council
September 15 1891

Special Council opened in due form by Chief John Buck one of the fire keepers.

Present -

Chiefs Josiah Hill Chairman & Secretary
A. H. Buning Sp. D. Hill Seneca, Assist Sp.
David Thomas. Isaac Doodatev.
Isaac Davis. William Staats. G. W.
Elliott. Michael Smoke. Johnson
Williams. David John. Nic Gibson.
John General. Johnson Sandy -
Nicodemus Porter. Ben Carpenter.
Richard Hill. Moses Hill. Jos Green.
Solomon Nash. Wm Wager. Joseph
Jacob. Philip Miller. Yes H Hill.

Fence viewers report. The fence viewers reported in writing, and after a short discussion among the Chiefs unanimously decided to confirm the report.

Quit Claim The Quit Claim of Richard Hill to Jacob S Johnson was read by the Secretary. situate lying and being the east part of the south 1/2 of lot No. 16 in the 5th Con. Twp. The Council decided to

APPENDIX "A"
SCENARIOS

119007
to confirm the transaction.

Duit Claim The Duit Claim of Jacob Henry to William H Johnson was read by the Secretary, situate lying and being the west $\frac{1}{2}$ of the North half of lot No. 4, Con 1 - Oneida, 50 acres. — The Council after a short consideration unanemously decided to confirm the transaction.

Nic Porter Nicodemas Porter failed to carry out his contract to repair the Mill Bridge for the sum of twenty dollars as the work will cost more than was calculated before. Therefore the Council decided to authorize the Inspector of works to call in tenders at 4 O. Clock P.M. to day as they will have no Council for some days and the work requires immediate attention.

Tom Staats The Council decided to appoint Tom Staats to act as Path Master and call out those men living from the red line to the corner of the Reserve for one day to work on the Town line between Suscarora and Samsana and they be allowed one day out of next year's statute labour. As it is reported that

APPENDIX "A"
SCENARIOS

that the road was very bad and dangerous.

Account of
Matt & Shenston
\$10.00

With reference to the account of Matt and Shenston for printing Constitution and By Laws of the Forest Imperance Society the sum of ten dollars after along discussion among the Chiefs, it was decided that the account shall be paid, as it was ordered by the Council last fall, and was announced to Mr. Dingman then Acting Indian Agent - by the speaker of the Council, but it appears that the matter was never reported to the Indian Department for approval and confirmation.

Special Council

Special Council is called by the Warriors on Wednesday 23rd Instant at 10. O. clock. A. M. and they expect the Chiefs will be fully represented.

The Council then adjourned until wednesday 23rd Instant at 10. O. clock. A. M. sharp.

I certify that the above is a true copy from my Minute Book -

Josiah Hill.

Secy. S. N. C.

APPENDIX "A"
SCENARIOS

119862

The Council after some discussion decided to accept the tender of Nicodemus Porter, as being the only tender received, and is hereby required to do the work at once as the Bridge is got to be dangerous for the heavy loads. The covering being worn out thin in the middle of the Bridge, and it requires that the middle of the said Bridge to be doubled, eight wide and seventy five feet long, and well spiked on the stringers below.

James Peters The Council after a short consideration of James Peters' application decided to vote the sum of two dollars who is old and poor -

The above is a supplement to my Minutes, and certify to be a true copy.
Josiah Hill -
Secy S. M. C.

APPENDIX "A"
SCENARIOS

120610



Indian Office
Brantford
Oct 19th 1891

Mr McNeill
33
-517
\$30.00
24-10-91

*Abstract to
27 Oct 91*

Re Bridge

In accordance with your letter of 19th September and No 119662, mill bridge No 4 across McKenzie Creek Six Nations Reserve has been completed.

I beg to enclose for the Inspector of works certifying of the contract being completed.

I included the Contractors account of \$30⁰⁰ in my requisition signed by officers of Council and Chief, which I forwarded to you on 17th inst. and beg to ask that a cheque will issue in favor of the Contractor Nicodemus Fortin for the amount \$30⁰⁰.

I am Sir

Yours
E. S. Cannon
Sept

Approved
[Signature]
L. Vanhooknet by
Sept 27 91
Indian Affairs
Ottawa

Chief Clerk
\$3000
24-10-91
INCH
Account of account
for repairs to bridge
accounted for

APPENDIX "A"
SCENARIOS

55152-1

GOVERNMENT OF THE PROVINCE OF SASKATCHEWAN
CANADA

DEPARTMENT OF PUBLIC WORKS

WHEN REPLYING

Do not write about more than
one subject in any letter,
And kindly refer to our File
Numbers.

Address your envelope to
The Deputy Commissioner
of Public Works.

REFER TO FILE

1087

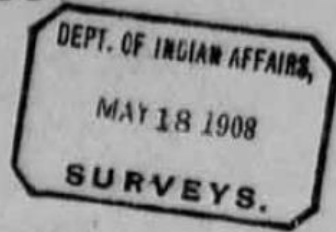


REGINA, SASK., May 12th, 1908.

325539

Survey

Your ref. 55152-I



Sir,

I have to acknowledge receipt of bound copy of descrip-
tions and plans of Indian Reserves in Manitoba and the North
West Territories, also blue prints of the following plans:-

- ← Pheasant Dump and Ocean Man Indian Reserve, Nos. 68 and 69, tps. 9 and 10, rges. 5, 6 and 7, west 2nd mer.
- ← South portion Pasqua Indian Reserve No. 79, tp. 20, rges. 14, 15 and 16, west 2nd mer.
- ← Part of Assiniboine Indian Reserve No. 76, .tp. 15, rges. 11 and 12, west 2nd mer.
- ← Cote Indian Reserve No. 64.
- ← Tp. 17--4--2, within the Kakeewistahaw Indian Reserve No. 72.
- ← Indian Reserve No. 89 at Fishing Lake, Chief Yellow Quill.
- ← Tp. 17--6--2, within the Cowessess Indian Reserve No. 73.

*Send also
17-5-2
17*

It is noted from your letter of the 4th instant that blue print copies of all subdivisions of Indian Reserves which have been surrendered and subdivided for sale have been sent us. I append a list of plans on file here, not including those mentioned above, and have to ask that you will notify us as to whether the two lists include all reserves which have been subdivided for sale.

- ← Chacastapasin Indian Reserve No. 98, tps. 46A and 47A, rgs. 25 and 26, west 2nd mer.

The Secretary,

Department of Indian Affairs,
Ottawa, Ontario.

APPENDIX "A"
SCENARIOS

2.

325539

- ✓ Part Indian Reserve 100A, tp. 46--20--2.
 - ✓ Indian Reserves Nos. 110 and 111, Chiefs Grizzly Bear's Head and Lean Man, tp. 41--17--3.
- La Corne Indian Reserves (not subdivided) 100 and 100A,

Your obedient servant,

F. J. ROBINSON

PER. 

Deputy Commissioner.

APPENDIX "A"
SCENARIOS

119662

The line fence between the River lots, nos 64 & 65, contains 344 panels average 7 rails high equal to 2408 rails at \$2.00 per hundred \$48.16
 10 pine stumps used as a line fence 7.00
 597 stakes at 50 cts per hundred 2.98 1/2
 Making a total of \$58.14 1/2, the half would come to \$29.07 1/4, which sum Mrs Batham Newhouse shall be paid by _____
 the owner of B.C. no 64 before he or she be entitled to have the benefit of the line fence in question

Benjamin Carpenter } Henceviewers
 Daniel ^{and} ~~Doyle~~ _{marks} } ~~Doyle~~

Witness
 Josiah Hill.
 Secy. S. N. C.

The Council unanemously approved of the above report -

Josiah Hill.
 Secy. S. N. C.

APPENDIX "A"
SCENARIOS

Indian Affairs. (RG 10, Volume 2592, File 119,662)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

APPENDIX "A"
SCENARIOS

MEMO
No. 119662
DEPARTMENT OF INDIAN AFFAIRS,
1891

ACTION

READ
119662

32/3-6

E. M. Cameron.

17th Sep

Minutes of Council held on 12th Sep re repairs to Mill Bridge 9104 across Challenge Creek; re fence; re seats; re paths.

19th - 21st Sep
27. 29.

Indian Affairs. (RG 10, Volume 2592, File 119,662)

Poor Copy.

APPENDIX "A"
SCENARIOS

119662

Cherokee Council House.

Sept. 15th 1891 -

To the Chiefs in Council assembled.

I the undersigned, do hereby tender to repair the Mill Bridge known as Bridge No. 4 across McKenzie Creek, according to the explanation of the Inspector of works for the sum of \$ ~~27~~^{27.00} (twenty seven) Nicodemus Foster

The Council accepted the above tender. -
(He being the only tender.)

Josiah Hill
Secy. S. N. C.

Indian Affairs. (RG 10, Volume 2592, File 119,662)

APPENDIX "A"
SCENARIOS

*Immediate
Conree Mr. Ald & say the bridge may be repaired
as proposed*

AD

Sept 18

CORRESPONDENCE
SEP 18 1891
BRANCH

11986

DEPARTMENT OF INDIAN AFFAIRS
SEP 18 1891

Indian Affairs
Bantford
Sept - 17th 1891

Sir. I beg to enclose copy of
minutes of Council meeting
Six Nations held at their
Council House Onawaka
on 15th inst and beg to
refer you to the resolution
passed authorizing the
repairing of Mill Bridge
being bridge No 4 across
McKenzie Creek in
Tuscarora, and to ask for
permission to have the
work proceeded with at
once. The bridge is not
safe for heavy loads, and
as threshing machines are
working on Reserve, they
cannot safely attempt
to cross as bridge is at
present.

I am Sir
Yours O
Colonel
Sept

W. Vanhookmet by
Sept 18 1891
Indian Affairs
Ottawa

Indian Affairs. (RG 10, Volume 2592, File 119,662)

Poor Copy.

APPENDIX "B" 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 tallied 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.

CHARACTERS NEVER TO USE IN SUMMATION

NEVER USE THE FOLLOWING CHARACTERS IN SUMMATION:

**APPENDIX “B”
TOMBSTONE CODING PROTOCOL GUIDE**

| 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. |

APPENDIX "B" 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.
- ∃ 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.

APPENDIX "B" TOMBSTONE CODING PROTOCOL GUIDE

∃ 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.

EXAMPLES

- Letter
- Memorandum
- Map
- Sketch
- Agreement
- Email
- Fax Cover Sheet

APPENDIX "B" TOMBSTONE CODING PROTOCOL GUIDE

- 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

- ⊘ 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 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:

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- 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 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:

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- 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.

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

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- ⊘ 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.

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 Atmlink 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.

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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 [*]

| Column Name | Field Type | Lookup Table | Validation Template | On The List |
|-------------|-------------|--------------|---------------------|-------------|
| Attlink | Multi-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:

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LMB-00001[00-02]
LMB-00001[02-02]

NOTES

∃ The Atmlink field has to be identified as the attachment link in Options - Defaults - Transfer fields. Select the Atmlink 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 Atmlink 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.

| <u>Author [*]</u> | <u>Recipient [*]</u> | <u>CC/BCC [*]</u> | | | |
|-------------------|----------------------|-------------------|---------------------|-------------|--|
| Column Name | Field Type | Lookup Table | Validation Template | On The List | |
| 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

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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 >= 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]

- 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 |
|-------------|------------|--------------|---------------------|-------------|
|-------------|------------|--------------|---------------------|-------------|

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| | | | |
|----------|-------------|-----|----|
| Codeflag | Multi-Entry | Yes | 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 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**

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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

APPENDIX "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 iBlaze 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.

**APPENDIX “D”
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

ANNEX “A” STATEMENT OF WORK

SW1.0 TITLE

Department of Indian Affairs and Northern Development, Litigation Management and Resolution Branch – Litigation Research Analysis, Litigation Research Services and Document Management Services – Standing Offer Agreement (Firms)

SW2.0 BACKGROUND

- 2.1 The Department of Indian Affairs and Northern Development (DIAND) has the primary, but not the exclusive responsibility for meeting the federal government’s constitutional, treaty, political, and legal responsibilities to First Nations (FNs), Inuit, Métis, and Northerners. Under this mandate, DIAND is responsible for the planning, design, implementation, and assessment of policies and their results in the delivery of a variety of programs and services for FN’s, Inuit, Métis and Northern peoples and communities.
- 2.2 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 (JUS) 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.
- 2.3 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.
- 2.4 Contractor services will support LMRB’s determination, planning and implementation of research requirements arising in litigation and the analysis of written presentation of documentary evidence from historical sources, government records, past and present DIAND program personnel, and various professionals within the field.

SW3.0 OBJECTIVE

- 3.1 DIAND seeks to award up to a total of eleven (11) Standing Offer Agreements (SOAs) to qualified Firms in three (3) Regions, as follows:
 - 3.1.1 National Capital Region (NCR): up to five (5) Firms;
 - 3.1.2 Québec Region (including both Quebec City and Montreal): up to four (4) Firms;
 - 3.1.3 Calgary Region (including the Calgary Census Metropolitan Area): up to two (2) Firms.
- 3.2 DIAND seeks Firms capable of:
 - 3.2.1 Providing research analysis and writing required to ensure that a complete evidentiary record is compiled for use in litigation or litigation-related activities;
 - 3.2.2 Planning, managing and directing research projects and teams; and
 - 3.2.3 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.
- 3.3 The above services are required in the following three (3) Service Areas:
 - 3.3.1 Research Analysis;

ANNEX "A" STATEMENT OF WORK

- 3.3.2 Research Services; and
- 3.3.3 Document Management Services.
- 3.4 Firms shall be capable of providing services in all three (3) Service Areas.

SW4.0 DEFINITIONS AND APPLICABLE DOCUMENTS

- 4.1 The following list of terms and acronyms is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this Statement of Work.

| <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 Contractor, 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 SW6 - Scope of Work and SW7 - Deliverables.</p> <p>Upon acceptance of the Call-up by the Contractor, the Call-up forms a binding agreement.</p> |
| Calgary Region | <p>For the purposes of this Standing Offer Agreement, the Calgary Region shall be the area encompassed by the Calgary Census Metropolitan Area.</p> |
| Quebec Region | <p>For the purposes of this Standing Offer Agreement, the Quebec Region shall be the Montreal Census Metropolitan Area and Quebec City Metropolitan Area.</p> |
| Contracting Authority | <p>The Contracting Authority will be the sole authority on behalf of Canada for the administration and management of this 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.</p> |
| Contractor | <p>The qualified Offeror awarded a Standing Offer Agreement pursuant to the competitive selection process, and which has been awarded a Call-up.</p> |
| Departmental Representative | <p>A person, occupying a specific position within DIAND or fulfilling a specific organizational function, who is responsible for monitoring the Contractor's execution of the work under the Standing Offer Agreement, as well as acting as a single point of contact on behalf of DIAND.</p> |
| DIAND | <p>Department of Indian Affairs and Northern Development.</p> |
| DM | <p>Document Management.</p> |
| Firm | <p>An entity holding at least the minimum number of Resources required by this Standing Offer Agreement.</p> |
| GoC | <p>Government of Canada.</p> |

**ANNEX “A”
STATEMENT OF WORK**

| Term/Acronym | Definition |
|---------------------------------------|---|
| LMRB | Litigation Management and Resolution Branch. |
| NCR | National Capital Region. |
| RA | Research Analysis. |
| RS | Research Services. |
| SOW | Statement of Work. |
| Standing Offer Agreement (SOA) | An 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. An SOA does not constitute a Contract. |

4.2 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:

Appendix B - Tombstone Coding Protocol Guide;

Appendix C - Database Coordination Tasks; and

Appendix D - Document Scanning Specifications.

4.2.1 A copy of *Researchers' Guidelines* to be provided to the Contractor after the SOA Award.

SW5.0 BUSINESS AND TECHNICAL ENVIRONMENT

5.1 *Business Environment*

5.1.1 The headquarters of DIAND's LMRB is in Gatineau, Quebec. LMRB operates within a standard office environment.

5.1.2 LMRB also has a branch office in Calgary, Alberta, which will have access to this SOA.

5.1.3 DIAND's regular operating hours are Monday to Friday, 8 a.m. to 5 p.m., local time, excluding statutory and government holidays.

5.1.4 DIAND has records and archival repositories relevant to this requirement in Calgary, Gatineau, Quebec City and Montreal.

5.2 *Technical Environment*

5.2.1 DIAND's current desktop software is Microsoft Office 2010.

5.2.2 LMRB's current database software is Summation iBlaze.

ANNEX "A"
STATEMENT OF WORK

SW6.0 SCOPE OF WORK

- 6.1 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 Research Analysis and/or Research Services, and may include Document Management activities.
- 6.2 All work is to be done in conformity with the instructions issued by the Departmental Representative, as described within an issued Call-up.

6.3 Research Analysis (RA)

The Contractor shall carry out the Research Analysis activities described below, as and when required, and as described in any resulting Call-up:

- 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 (electronic, archival, and others), 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;
- 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/electronic data 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;

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- 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. Develop background material and 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 an electronic 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 Appendix C); and
- RA-17. Perform other Research Analysis functions, as requested by the Departmental Representative.
- RA-18. **OPTIONAL Research Analysis Activities:**
As stated in the Contractor's Proposal, as accepted by DIAND, the Contractor shall:
 - a. Provide Expert Witness or Expert Trial Advisory services as follows:
 - i. Act as an expert witness in relation to materials with which they have worked in related research;
 - ii. Assist in the preparation work for an expert witness for a pending trial for which they have conducted related research;
 - b. Assist in the electronic discovery (e-discovery) process, as included in the Contractor's Proposal;

6.4 **Research Services (RS)**

The Contractor shall carry out the Research Services activities described below, as and when required, and as described in any resulting Call-up:

- 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. Applicable systems include, but are not 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;

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STATEMENT OF WORK

- 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.
- RS-13. **OPTIONAL Research Services Activities**
Assist in the electronic discovery (e-discovery) process, as included in the Contractor's Proposal;

6.5 **Document Management (DM)**

The Contractor shall carry out the Document Management activities described below, as and when required, and as described in any resulting Call-up:

- 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, in one or both of traditional paper-based or electronic format;
- DM-3. Perform Data Entry of specified tombstone data from the documents provided (either paper-based or electronic) into the fields specified by the Departmental Representative to be imported/ loaded into Summation (see Tombstone Coding Protocol Guide in Appendix B);
- 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 Representative (see Appendix D);
- 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.

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STATEMENT OF WORK

DM-11. OPTIONAL Document Management Activities

As included in the Contractor's Proposal:

- a. Assist in processing of electronic information to create electronic document sets based on predetermined parameters.

6.6 OPTIONAL – Electronic Document Processing

In addition to the above, if included in the Contractor's Proposal as accepted by DIAND, the Contractor shall provide electronic document processing / e-Discovery on a per-gigabyte basis.

SW7.0 DELIVERABLES

- 7.1 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 Suite 2010). All databases shall also be provided in electronic copy in a format compatible with the current version of DIAND's approved litigation case management software (currently Summation Blaze LG Gold).
- 7.2 In accordance with the activities defined in SW6 'Scope of Work' and the specific requirements of any Call-up under the Standing Offer, the Contractor shall submit the following to the Departmental Representative:
 - 7.2.1 A research plan, prepared in accordance with RA-2 and incorporating any information uncovered through RA-1;
 - 7.2.2 A statement of claim/reference analysis and an indexed compilation of documents relied upon to accompany such report prepared in accordance with RA-5;
 - 7.2.3 A research report and an indexed compilation of documents relied upon to accompany such report, prepared in accordance with RA-7;
 - 7.2.4 Background documentation, updates and briefing materials, in accordance with RA-9 and RA-15;
 - 7.2.5 Analytical status reports, in accordance with RA-14;
 - 7.2.6 Instructions and/or guidelines for the creation and administration of a database system, in accordance with RA-16;
 - 7.2.7 A compilation of all relevant documentation, which has been reviewed, annotated, and summarized, in accordance with RS-4, RS-5, and RS-6;
 - 7.2.8 File summaries (records researched), in accordance with RS-4;
 - 7.2.9 Transcribed copies of illegible documents, in accordance with RS-6;
 - 7.2.10 Status reports, in accordance with RS-11;
 - 7.2.11 Document set(s) which have been copied, organized, labelled and otherwise processed, in accordance with DM-1 and DM-2;
 - 7.2.12 Updated databases and/or completed input documents for the database, in accordance with RA-16 and DM-3;
 - 7.2.13 Document set(s) which have been scanned in accordance with DM-7;
 - 7.2.14 Electronic document sets as a result of any related DM activities;

**ANNEX “A”
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- 7.2.15 Any other documents, reports, or analyses developed, or other deliverables related to the Scope of Work herein, as described in any resultant Call-up(s);
- 7.2.16 Deliverables Associated with Optional Services:
In the event the Contractor included Optional Services in its Proposal, as accepted by DIAND, the Contractor shall provide, as indicated in any resultant Call-up:
- a) Any documents required for preparatory trial work or expert witness activities in accordance with RA-18;
 - b) Any documentation developed, or a summary of any documentation reviewed, for any e-discovery work, in accordance with RS-13;
 - c) Electronic datasets or other deliverables in accordance with DM-11.
- 7.3 All Deliverables shall be in hard-copy, electronic, or both, as required and as identified by the Departmental Representative. Any and all electronic deliverables must comply with the departmental software standards as identified in 5.2, above.

SW8.0 RESOURCE REQUIREMENTS

- 8.1 The Contractor shall provide Resources in the following Categories for the provision of Services related to this SOA as detailed in the Contractor’s Proposal, as specified in any resultant Call-up(s).
- 8.1.1 The Resource Categories are tiered, such that a resource qualified in Research Analysis (Principal) will be permitted to conduct work as any of the other Resource Categories; a Resource qualified in Research Analysis will be permitted to conduct work in Research Services or Document Management; and a Resource qualified in Research Services will be permitted to conduct work in Document Management.

| Resource Category | Minimum Resource Qualifications |
|--------------------------------------|--|
| Research Analysis (Principal) | <ul style="list-style-type: none"> ➤ An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law; and ➤ Thirty-six (36) months of full-time professional work experience (within the last 10 years) conducting Research Analysis related activities (other than database research), as defined in the Statement of Work, in the area of Aboriginal relations with the Crown. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ➤ Sixty (60) months of full-time professional work experience (within the last 10 years) conducting Research Analysis related activities (other than database research), as defined in the Statement of Work, in the area of Aboriginal relations with the Crown. <p>***The professional work experience must include some experience in all of RA-4, RA-6, RA-7, RA-9, RA-10, and RA-15, as defined in the Statement of Work.</p> |
| Research Analysis | <ul style="list-style-type: none"> ➤ An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law; and ➤ Twelve (12) months of full-time professional work experience (within the last 10 years) conducting Research Analysis related activities (other |

**ANNEX “A”
STATEMENT OF WORK**

| Resource Category | Minimum Resource Qualifications |
|------------------------------|---|
| | <p>than database research), as defined in the Statement of Work, in the area of Aboriginal relations with the Crown.</p> <p>OR</p> <ul style="list-style-type: none"> ➤ Forty-eight (48) months of full-time professional work experience (within the last 10 years) conducting Research Analysis related activities (other than database research), as defined in the Statement of Work, in the area of Aboriginal relations with the Crown. <p>***The professional work experience must include some experience in at least three of RA-4, RA-6, RA-7, RA-9, RA-10, and RA-15, as defined in the Statement of Work.</p> |
| Research Services | <ul style="list-style-type: none"> ➤ Two (2) years or four (4) complete semesters of full-time, post-secondary education in a relevant discipline such as but not necessarily limited to history, native studies, or law; and ➤ Four (4) months of full-time professional work experience (within the last 10 years) conducting Research Services related activities (other than database research), 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>OR</p> <ul style="list-style-type: none"> ➤ Twenty-four (24) months of full-time professional work experience (within the last 10 years) conducting Research Services related activities (other than database research), 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>***The professional work experience must include some experience in at least one of RS-1, RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8, and RS-9.</p> |
| Document Management | <ul style="list-style-type: none"> ➤ Successful completion of high school, or equivalent. ➤ Four (4) months experience conducting Document Management activities similar to those described herein. |
| Language Requirements | <p>For all Resource Categories above, the following Language Requirements apply:</p> <p>Resources qualified in the NCR must be capable of providing Services in English or bilingually (English and French), see Annex E;</p> |

**ANNEX “A”
STATEMENT OF WORK**

| Resource Category | Minimum Resource Qualifications |
|-------------------|--|
| | <p>Resources qualified in Québec must be capable of providing Services in French, and bilingually (English and French), see Annex E;</p> <p>Resources qualified in Calgary must be capable of providing Services in English, or bilingually (English and French), see Annex E.</p> |

8.2 *Resource Addition*

8.2.1 Resources additional to those named in the Contractor’s proposal will be evaluated and qualified by DIAND after Award, at DIAND’s discretion, on the basis of the minimum qualifications and Resource requirements outlined in the SOW.

SW9.0 PERFORMANCE STANDARDS AND QUALITY ASSURANCE

- 9.1 The Contractor shall possess or ensure the provision of content knowledge appropriate for Research Analysis, Research Services, and Document Management Services as described herein and in any resultant Call-up(s), and shall continuously strive to improve their methodological and practice skills.
- 9.2 In providing Research Analysis, Research Services, and Document Management Services as described herein, the Contractor shall, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:
 - 9.2.1 Efficient time management is of utmost importance to DIAND’s Research Analysis, Research Services, and Document Management Services. At the issuance of each Call-up, DIAND will establish with the Contractor a schedule of milestones and reporting for the work to be completed on the basis of its congruence with the conditions of this SOA and the Call-up. The Contractor shall deliver the services by the deadlines established by the DIAND Departmental Representative, as specified within the Call-up. Every effort shall be made by DIAND to provide the Contractor with reasonable deadlines.
 - 9.2.2 In addition, there is an inherent Quality Assurance Standard associated with any resultant Call-up(s). The Contractor shall apply a rigorous Quality Assurance methodology to ensure the accuracy and quality of all deliverables and services provided.
- 9.3 All deliverables rendered under any resultant Call-up(s) are subject to inspection by the DIAND Departmental Representative or a designated representative. The DIAND Departmental Representative reserves the right to verify the accuracy of all deliverables.
- 9.4 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.
- 9.5 The management by the Contractor of service delivery to DIAND in relation to any resultant Call-up(s) shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, codes and policies as well as professional standards.
- 9.6 The Contractor shall ensure that all resources deployed in the provision of services under any resultant Call-up(s), are properly trained and qualified to fulfill their responsibilities.
- 9.7 It is the responsibility of the Contractor to ensure its conduct and performance is in accordance with the terms and conditions of the SOA and any resultant Call-up(s), and in accordance with the *Code of Conduct for Procurement*.

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SW10.0 REPORTING REQUIREMENTS

- 10.1 It is the responsibility of the Contractor to facilitate and maintain regular communication with the DIAND Departmental Representative regarding the progress of work completed under any Call-up(s) under the SOA.
- 10.2 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.
- 10.3 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 work specified under any Call-up.
- 10.4 Any progress, *ad hoc*, or other reporting on Call-up work, including any work associated with invoicing, is considered Administrative in nature and is therefore considered to be included in the Contractor's accepted *per diem* rates within its accepted Basis of Payment. No Administrative costs, including invoicing preparation, progress reports, or *ad hoc* reports, are considered as separate billable items.
- 10.5 Any written reports provided shall be in DIAND's standard software, and may include e-mails, MS Word, or MS Excel, as appropriate.

SW11.0 RISKS AND CONSTRAINTS

- 11.1 The work under the resulting SOA must be completed within a strict timeline. The Contractor may be required to conduct work outside of normal operating hours in order to meet associated deadlines.
- 11.2 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.
- 11.3 The Contractor shall not contact plaintiffs/claimants, their legal counsel or researchers unless such contact is first approved by the Departmental Representative.

SW12.0 CONTRACTOR RESPONSIBILITIES

- 12.1 In fulfilling the terms and conditions of the Contract, the Contractor agrees to:
 - 12.1.1 Be available to provide services under any resultant Call-up(s) within the business hours defined in 5.1.2, above.
 - 12.1.2 Provide a mutually agreed-upon principal Point of Contact for the Contractor, who will be actively involved in, and responsible for, all activities undertaken;
 - 12.1.3 Provide a work plan and schedule prior to the commencement of work on any resultant Call-up(s), as required;
 - 12.1.4 Complete assigned work according to pre-defined schedules and standards;
 - 12.1.5 Provide Quality Assurance monitoring on all deliverables;
 - 12.1.6 Supply all of its own tools, facilities, equipment, and software required for completion of the work, unless otherwise directed by the Departmental Representative; and
 - 12.1.7 As required, liaise with the DIAND Departmental Representative and any stakeholders identified by the DIAND Departmental Representative for meetings, project reviews and other related project management activities.

SW13.0 DEPARTMENTAL SUPPORT

- 13.1 As required for the completion of work under the SOA and any resultant Call-up(s), DIAND will provide:

ANNEX "A" STATEMENT OF WORK

- 13.1.1 Access to the DIAND Departmental Representative and/or other DIAND personnel as required for meetings, consultations, and information.
- 13.1.2 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.
- 13.1.3 Review of submissions and the provision of comments/suggested revisions, in a timely manner;
- 13.1.4 Other assistance and support as appropriate.
- 13.2 The Department will provide the Contractor with a copy of Researchers' Guidelines prior to any Call-up issuance.

SW14.0 LOCATION OF WORK AND TRAVEL

- 14.1 The location of work will be specified in any resultant Call-up. The Contractor will be required to conduct work within the location for which it has qualified, as specified in the Call-up, which may be any one (1) of the following Regions:
 - 14.1.1 The National Capital Region (NCR);
 - 14.1.2 Calgary Region (the Calgary Census Metropolitan Area);
 - 14.1.3 Quebec Region (including both Montreal and Quebec City).
- 14.2 When required, Contractors are responsible for all costs related to their own personal expenses within their qualified Region of service delivery, including the cost of travel between their place of business and the local DIAND office, regardless of the location of the Resources conducting the work. No expenses will be reimbursed for any required travel between LMRB service delivery Regions and the Contractor's place of business.
 - 14.2.1 Notwithstanding, among the considerations in issuing a Call-up is the proximity of the Contractor to the relevant archival repositories (where applicable) in order to minimize Contractor travel. *For example, where a key archival repository is in Montreal, LMRB would tend towards issuing the Call-up to a firm based in Montreal, versus a Firm in Quebec or the NCR.*
- 14.3 There may be the occasional requirement for Contractor travel to locations outside of the three (3) defined Regions, as specified in the Call-up documents. If required, **any travel must be pre-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.
 - 14.3.1 Note that **issuance of a Call-up in which Travel is anticipated is not in itself authorization for travel**. After the issuance of any resultant Call-up in which travel is required, the Departmental Representative will issue a specific authorization to travel, including specific travel parameters, dates and location(s). The Contractor shall submit travel estimates for pre-approval.

SW15.0 LANGUAGE OF WORK

- 15.1 As a Department of the federal government, DIAND is required under the *Official Languages Act* to provide its services in either Official Language of Canada.
- 15.2 The language of all written Deliverables will be specified in any resultant Call-up(s), and may be either English, French, or both.

Greening Government Operations

ANNEX "A" STATEMENT OF WORK

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

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

In accordance with the *Policy on Green Procurement* and Federal Sustainable Development Strategy, for this requirement:

General

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

Travel

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

Paper Consumption

- a) The Offeror is requested to provide all correspondence including (but not limited to) their offer, documents, reports and invoices in electronic format unless otherwise specified by the Standing Offer Authority or Project Authority, thereby reducing printed material.

ANNEX "A"
STATEMENT OF WORK

Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Standing Offer Authority or Project Authority.

- b) Printed material is requested on paper that is EcoLogo certified or equivalent, certified as using fibre originating from a sustainably managed forest and/or minimum recycled content of 30%. Paper is also to be processed chlorine free, whenever possible.
- c) The Offeror should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Goods Used in Service Delivery

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

**ANNEX “B”
BASIS OF PAYMENT**

1. All of the information required in this section **MUST** appear in the Bidder’s Financial Offer ONLY. The Bidder’s Financial Offer **MUST** be submitted in a sealed envelope, separate from the Bidder’s Technical Offer. The Bidder’s failure to comply with this condition will result in the Bidder’s Offer being declared non-compliant and being given no further consideration.
2. Failure on the part of the Bidder to provide the information required within the Financial Offer Table will result in DIAND deeming the Bidder’s Offer to be non-compliant, with the Offer being given no further consideration by DIAND.
3. All fixed, all-inclusive per diem rates and prices must include all payroll, overhead costs and profits to complete the work. The Contractor will be reimbursed in accordance with the quoted per diem rate for all work conducted, and will not be paid an overtime rate for any work under any resultant call-up(s). Rates should not include such things as travel and administrative expenses or GST/HST.
4. Only one fixed all inclusive rate may be provided for each category, failure to comply with this condition will result in the Bidder’s Offer being declared non-compliant and being given no further consideration.

| <u>RESOURCE/SERVICE CATEGORY</u> | <u>FIXED, ALL- INCLUSIVE PER DIEM RATES (CAD)</u> <u>SOA AWARD to</u> <u>March 31, 2017</u> |
|--------------------------------------|---|
| Research Analysis (Principal) | \$ |
| Research Analysis | \$ |
| Research Services | \$ |
| Document Management | \$ |

5. The Contractor shall charge to DIAND the rate for the Service Category of work conducted, regardless of the Resource that conducts the work, in accordance with the Statement of Work, 8.1 and 8.1.1.
6. Resource per diem rates are firm to 31 March 2017, thereafter (including for any optioned extension period), Resource per diem rates quoted in the first year of the SOA 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;

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.

The CPI adjustment will be made automatically to the Contractor’s rates in April of each year.

**ANNEX “B”
BASIS OF PAYMENT**

7. Optional Rates


- a) In addition to the above, the Contractor should include a fixed, all-inclusive *per diem* rate for Expert Witness or Expert Trial Advisory Services, as described in the Statement of Work section RA-18, if the Contractor included the provision of such services in its Offer, as accepted by DIAND:

| <u>SERVICE CATEGORY</u> | <u>FIXED, ALL-INCLUSIVE PER DIEM RATE (CAD) – SOA AWARD TO MARCH 31, 2017</u> |
|---|---|
| Research Analyst – Principal: Expert Witness or Expert Trial Advisory Services | \$ |

- b) Also in addition to the above, the Contractor should include a fixed, per-gigabyte rate for electronic document processing / e-Discovery, as described in the Statement of Work section 6.6, if the Contractor included the provision of such services in its Offer, as accepted by DIAND:

| <u>SERVICE CATEGORY</u> | <u>FIXED, ALL-INCLUSIVE PER GIGABYTE RATE (CAD) – SOA AWARD TO MARCH 31, 2017</u> |
|---|---|
| Electronic Document Processing / e-Discovery | \$ /GB |

ANNEX "C" SECURITY REQUIREMENTS CHECKLIST

| | | | | | | |
|---|---|---|-------------------------------------|-------------|--|--------------|
|  Government of Canada / Gouvernement du Canada | <div style="border: 1px solid black; padding: 2px; display: inline-block;"> RECEIVED FEB 06 2015 CIED </div> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">Contract Number / Numéro du contrat</td> <td style="text-align: center;">1000169207T</td> </tr> <tr> <td style="font-size: small;">Security Classification / Classification de sécurité</td> <td style="text-align: center;">UNCLASSIFIED</td> </tr> </table> | Contract Number / Numéro du contrat | 1000169207T | Security Classification / Classification de sécurité | UNCLASSIFIED |
| Contract Number / Numéro du contrat | 1000169207T | | | | | |
| 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 Request for research analysis and document review | | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? | | |
| | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? | | |
| | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) | | |
| | | <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. | | |
| | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? | | |
| | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès | | |
| Canada | NATO / OTAN | Foreign / Etranger |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | | |
| No release restrictions / Aucune restriction relative à la diffusion | All NATO countries / Tous les pays de l'OTAN | No release restrictions / Aucune restriction relative à la diffusion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Not releasable / À ne pas diffuser | Restricted to: / Limité à: | Restricted to: / Limité à: |
| <input type="checkbox"/> | <input type="checkbox"/> | <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 | NATO UNCLASSIFIED / NATO NON CLASSIFIÉ | PROTECTED A / PROTÉGÉ A |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PROTECTED B / PROTÉGÉ B | NATO RESTRICTED / NATO DIFFUSION RESTREINTE | PROTECTED B / PROTÉGÉ B |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PROTECTED C / PROTÉGÉ C | NATO CONFIDENTIAL / NATO CONFIDENTIEL | PROTECTED C / PROTÉGÉ C |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| CONFIDENTIAL / CONFIDENTIEL | NATO SECRET / NATO SECRET | CONFIDENTIAL / CONFIDENTIEL |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SECRET / SECRET | COSMIC TOP SECRET / COSMIC TRÈS SECRET | SECRET / SECRET |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOP SECRET / TRÈS SECRET | | TOP SECRET / TRÈS SECRET |
| <input type="checkbox"/> | | <input type="checkbox"/> |
| TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) | | TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) |
| <input type="checkbox"/> | | <input type="checkbox"/> |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED



ANNEX "C" SECURITY REQUIREMENTS CHECKLIST



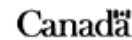
Government of Canada / Gouvernement du Canada

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| Contract Number / Numéro du contrat 1000169207T |
| Security Classification / Classification de sécurité UNCLASSIFIED |

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| PART A (continued) / PARTIE A (suite) | |
| 8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité : | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document : | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR) | |
| 10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis | |
| <input checked="" type="checkbox"/> RELIABILITY STATUS / COTE DE FIABILITE <input type="checkbox"/> TOP SECRET - SIGINT / TRÈS SECRET - SIGINT <input type="checkbox"/> SITE ACCESS / ACCÈS AUX EMBLEMES <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> NATO SECRET / NATO SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET Special comments: / Commentaires spéciaux : _____ NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni. | |
| 10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui <input 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 type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui |

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Security Classification / Classification de sécurité
UNCLASSIFIED



ANNEX "C" SECURITY REQUIREMENTS CHECKLIST



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| Contract Number / Numéro du contrat 1000169207T |
| Security Classification / Classification de sécurité UNCLASSIFIED |

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Category Catégorie | PROTECTED PROTÉGÉ | | | CLASSIFIED CLASSIFIÉ | | | NATO | | | | | COMSEC | | | | | |
|--|----------------------|---|---|------------------------------|--------|---------------------------------|--------------------------------|----------------------|-----------------------|---|-----------------------|--------|---|--------------|--------|---------------------------------|--|
| | A | B | C | CONFIDENTIAL CONFIDENTIEL | SECRET | TOP SECRET TRÈS SECRET | NATO RESTRICTED | NATO CONFIDENTIAL | NATO SECRET | COSMIC TOP SECRET COSMIC TRÈS SECRET | RESTRICTED PROTÉGÉ | | | CONFIDENTIAL | SECRET | TOP SECRET TRÈS SECRET | |
| | | | | | | | NATO DIFFUSION RESTRICTÉ | NATO CONFIDENTIEL | RESTRICTED PROTÉGÉ | | A | B | C | | | | |
| Information / Asasra Renseignements / Bases Production | | | ✓ | | | | | | | | | | | | | | |
| IT Media / Support TI | | | ✓ | | | | | | | | | | | | | | |
| IT Link / Liaison Electronique | | | ✓ | | | | | | | | | | | | | | |

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

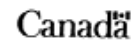
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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| Security Classification / Classification de sécurité UNCLASSIFIED |
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ANNEX "C" SECURITY REQUIREMENTS CHECKLIST



Government of Canada / Gouvernement du Canada


RECEIVED

FEB 06 2015

CSIS

Contract Number / Numéro du contrat
1000169207/T

Security Classification / Classification de sécurité
Unclassified


| | | | | | |
|---|--|---|----------------------------|---|--|
| 13. Organization Project Authority / Champ de projet de l'organisme Name (print) - Nom (en lettres moullées) Title - Titre <i>Natalie Byers</i> <i>Research Manager</i> | | | | Signature  | |
| Telephone No. - N° de téléphone <i>819-934-1972</i> | Facsimile No. - N° de télécopieur <i>819-907-1679</i> | E-mail address - Adresse courriel <i>Natalie.byers@csis.ca</i> | Date <i>Jan 20/15</i> | | |
| 14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) - Nom (en lettres moullées) Title - Titre <i>JF LEGAULT</i> <i>DSO</i> | | | | Signature  | |
| Telephone No. - N° de téléphone <i>819-997-3036</i> | Facsimile No. - N° de télécopieur <i>819-994-6774</i> | E-mail address - Adresse courriel <i>jeff.legault@csis.ca</i> | Date FEB 06 2015 | | |
| 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 checked="" type="checkbox"/> Yes / Oui | | | | | |
| 16. Procurement Officer / Agent d'approvisionnement Name (print) - Nom (en lettres moullées) Title - Titre <i>Simon Procurement Officer</i> | | | | Signature  | |
| Telephone No. - N° de téléphone <i>819-994-7209</i> | Facsimile No. - N° de télécopieur <i>819-953-1330</i> | E-mail address - Adresse courriel <i>simon.procurement@csis.ca</i> | Date <i>Jan 20/2015</i> | | |
| 17. Contracting Security Authority / Autorité contractante en matière de sécurité Name <i>Paul Lepinski</i> | | | | Signature  | |
| Contact <i>Paul Lepinski</i> Agent à la Sécurité des contrats Contract Security Officer Secteur de la Sécurité industrielle Industrial Security Sector Paul.Lepinski@csis.ca / paul.lepinski@csis.gc.ca Telephone: 613-957-1254 | | | | Date 09-FEB-2015 | |

TS/ST/CT 350-100/300/102

Security Classification / Classification de sécurité
UNCLASSIFIED



ANNEX "C" SECURITY REQUIREMENTS CHECKLIST

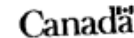
| | | | | |
|--|---|---|--|--|
|  Government of Canada / Gouvernement du Canada | <div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED FEB 06 2015 </div> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">Contract Number / Numéro du contrat 1000169207S</td> </tr> <tr> <td style="font-size: small;">Security Classification / Classification de sécurité UNCLASSIFIED</td> </tr> </table> | Contract Number / Numéro du contrat 1000169207S | Security Classification / Classification de sécurité UNCLASSIFIED |
| Contract Number / Numéro du contrat 1000169207S | | | | |
| 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 Request to provide research analysis & document mgmt. | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) | <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? | |
| 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 |
| 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"/> |
| Not releasable / À ne pas diffuser <input type="checkbox"/> | Restricted to / Limité à : <input type="checkbox"/> |
| Restricted to / Limité à : <input type="checkbox"/> | Specify country(ies) / Préciser le(s) pays : |
| Specify country(ies) / Préciser le(s) pays : | Specify country(ies) / Préciser le(s) pays : |
| 7. c) Level of information / Niveau d'information | |
| PROTECTED A / PROTÉGÉ A <input type="checkbox"/> | NATO UNCLASSIFIED <input type="checkbox"/> |
| PROTECTED B / PROTÉGÉ B <input type="checkbox"/> | NATO NON CLASSIFIÉ <input type="checkbox"/> |
| PROTECTED C / PROTÉGÉ C <input type="checkbox"/> | NATO RESTRICTED <input type="checkbox"/> |
| CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> | NATO DIFFUSION RESTREINTE <input type="checkbox"/> |
| SECRET <input checked="" type="checkbox"/> | NATO CONFIDENTIAL <input type="checkbox"/> |
| TOP SECRET <input type="checkbox"/> | NATO SECRET <input type="checkbox"/> |
| TRÉS SECRET <input type="checkbox"/> | NATO SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) <input type="checkbox"/> | COSMIC TOP SECRET <input type="checkbox"/> |
| TRÉS SECRET (SIGINT) <input type="checkbox"/> | COSMIC TRÉS SECRET <input type="checkbox"/> |
| | PROTECTED A / PROTÉGÉ A <input type="checkbox"/> |
| | PROTECTED B / PROTÉGÉ B <input type="checkbox"/> |
| | PROTECTED C / PROTÉGÉ C <input type="checkbox"/> |
| | CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> |
| | SECRET <input type="checkbox"/> |
| | TOP SECRET <input type="checkbox"/> |
| | TRÉS SECRET <input type="checkbox"/> |
| | TOP SECRET (SIGINT) <input type="checkbox"/> |
| | TRÉS SECRET (SIGINT) <input type="checkbox"/> |

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Security Classification / Classification de sécurité
UNCLASSIFIED



ANNEX "C" SECURITY REQUIREMENTS CHECKLIST



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| Contract Number / Numéro du contrat |
| 1000169207S |
| Security Classification / Classification de sécurité UNCLASSIFIED |

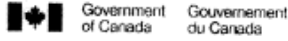
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| PART A (continued) / PARTIE A (suite) | |
| 8. Will the supplier require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité. | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |
| 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 <input type="checkbox"/> Yes |
| Short Title(s) of material / Titres 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 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 checked="" type="checkbox"/> SECRET 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? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |
| If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |
| 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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes |
| 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 <input type="checkbox"/> Yes |
| 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 <input type="checkbox"/> Yes |
| 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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes |
| 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 <input type="checkbox"/> Yes |

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| Security Classification / Classification de sécurité UNCLASSIFIED |
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ANNEX "C" SECURITY REQUIREMENTS CHECKLIST



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| Contract Number / Numéro du contrat 10001692075 |
| 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 RESTRICTION | NATO CONFIDENTIAL / NATO CONFIDENTIEL | NATO SECRET | COMSEC TOP SECRET / COMSEC TRÈS SECRET | PROTECTED / PROTÉGÉ | | | SECRET | TOP SECRET / TRÈS SECRET |
| | | | | | | | | | | | A | B | C | | |
| Information / Assets / renseignements / biens | | | | | | | | | | | | | | | |
| Production | | | | | | | | | | | | | | | |
| IT Media / Support IT | | | | | | | | | | | | | | | |
| IT Link / Lien électronique | | | | | | | | | | | | | | | |

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

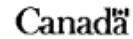
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

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

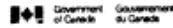
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité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

TBS/SCT 350-103(2004/12)

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| Security Classification / Classification de sécurité UNCLASSIFIED |
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ANNEX "C" SECURITY REQUIREMENTS CHECKLIST



RECEIVED
FEB 06 2015

Contract Number / Numéro du contrat
1000169207/15
Security Classification / Classification de sécurité

| | | | |
|---|---|--|---------------------------|
| 13. Organization Project Authority / Chargé de projet de l'organisme Name (print) - Nom (en lettres majuscules) : Natalie Byers Title - Titre : Research Manager Signature: <i>Natalie Byers</i> | | | |
| Telephone No. - N° de téléphone : 819-934-1972 | Facsimile No. - N° de télécopieur : 819-997-1679 | E-mail address - Adresse courriel : Natalie.byers@aadnc-aandc.gc.ca | Date : FEB 5/15 |
| 14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) - Nom (en lettres majuscules) : JF LEGAULT Title - Titre : SSO Signature: <i>JF Legault</i> | | | |
| Telephone No. - N° de téléphone : 819-947-2636 | Facsimile No. - N° de télécopieur : 819-444-6774 | E-mail address - Adresse courriel : jelegault@aadnc-aandc.gc.ca | Date : FEB 06 2015 |
| 15. Are there additional instructions re 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 majuscules) : Erin Pa. O'Neil Title - Titre : Erin Pa. O'Neil Signature: <i>Erin Pa. O'Neil</i> | | | |
| Telephone No. - N° de téléphone : 819-954-7014 | Facsimile No. - N° de télécopieur : 819-953-9530 | E-mail address - Adresse courriel : erinpao@aadnc-aandc.gc.ca | Date : FEB 6 2015 |
| 17. Contracting Security Authority / Autorité contractuelle en matière de sécurité Name (print) - Nom (en lettres majuscules) : Erin Pa. O'Neil Title - Titre : Erin Pa. O'Neil Signature: <i>Erin Pa. O'Neil</i> | | | |
| Telephone No. - N° de téléphone : 819-954-7014 | Facsimile No. - N° de télécopieur : 819-953-9530 | E-mail address - Adresse courriel : erinpao@aadnc-aandc.gc.ca | Date : FEB 9, 2015 |

TRUSC1 36-10(200417)

Security Classification / Classification de sécurité



ANNEX "D"
INDEPENDENT BID DETERMINATION - CERTIFICATION

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

Corporate Name of Recipient of this Submission

for: _____
Name and Number of Bid and Project

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

Name of Tendering Authority

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

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

that:

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

ANNEX "D"
INDEPENDENT BID DETERMINATION - CERTIFICATION

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

Printed Name and Signature of Authorized Agent of Bidder

Position Title

Date

ANNEX "E"
LANGUAGE CERTIFICATION

The Bidder must sign and submit with their bid or prior to SOA award, the Language Certification.

1) Resources qualified in the **NCR** must be capable of providing Services in English or bilingually (English and French);

The Bidder certifies that, should it be authorized to provide services under any Standing Offer Agreement for Work in the NCR, the qualified resource(s) must be capable of providing the Services in English or bilingually (English and French).

Signature

Date

2) Resources qualified in **Québec** must be capable of providing Services in French, and bilingually (English and French);

The Bidder certifies that, should it be authorized to provide services under any Standing Offer Agreement for Work in the Québec Region, the qualified resource(s) must be capable of providing the Services in French, and bilingually (English and French).

Signature

Date

3) Resources qualified in **Calgary** must be capable of providing Services in English, or bilingually (English and French).

The Bidder certifies that, should it be authorized to provide services under any Standing Offer Agreement for Work in the Calgary Region, the qualified resource(s) must be capable of providing the Services in English, or bilingually (English and French).

Signature

Date

ANNEX "F"
SET-ASIDE FOR ABORIGINAL BUSINESS CERTIFICATION

Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in [Annex 9.4](#), Requirements for the Set-aside Program for Aboriginal Business, of the *PWGSC Supply Manual*.
2. The Offeror:
 - i. certifies that it meets, and will continue to meet throughout the duration of the offer, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under the offer must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Offeror must check the applicable box below:

The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Offeror must check the applicable box below:

The Aboriginal business has fewer than six full-time employees.

OR

The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.
7. If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:
 1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person,

ANNEX "F"
SET-ASIDE FOR ABORIGINAL BUSINESS CERTIFICATION

As defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date