



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

**Bid Reception:  
Réception de sousmission :**

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 <b>Research Analysis, Research Services and Document Management</b>	
Solicitation Number - Numéro de l'invitation <b>1000183752</b>	
Date (YYYYMMDD) - Date (AAAAAMMJJ) <b>2016-10-19</b>	
Solicitation Closes - L'invitation prend fin At - A <b>2:00</b>	Time Zone - Fuseau horaire <b>Eastern Standard Time (BST)</b>
On (YYYYMMDD) - Le (AAAAAMMJJ) <b>2016-11-28</b>	
Standing Offer Authority - L'autorité d'offre à commande Name - Nom <b>Céline Viner</b>	
Telephone Number - Numéro de téléphone <b>819-994-7304</b>	
Facsimile Number - Numéro de télécopieur <b>(819) 953-7830</b>	
Email Address - Courriel <b>celine.viner@aadnc-aandc.gc.ca</b>	
Destination(s) of Services - Destination(s) des services <b>Canada</b>	
Security - Sécurité <b>THIS REQUEST INCLUDES SECURITY PROVISIONS</b>	
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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**PART 1 - GENERAL INFORMATION**

**1.1 Introduction**

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

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

7B includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements Check List, Greening Government Operations and any other annexes.

**1.2 Summary**

**1.2.1** The Litigation Management and Resolution Branch (LMRB) of the Department of Indian Affairs and Northern Development (DIAND) is seeking a number of suppliers (individuals) to provide research analysis, research services and document management services in support of its mandate. The resulting standing offer agreements will continue from contract award to March 31, 2019. LMRB requires two additional optional extensions of one (1) year each to this mechanism. The individual suppliers are to provide the required services in one or more of the following 3 regions: Quebec, NCR and Calgary

"This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4 of the *Supply Manual*."

"The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B -

Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification."

### **1.3 Security Requirement**

There are two security requirements 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. For more information on personnel and organization security screening or security clauses, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.fpsgc-pwgs.gc.ca/index-eng.html>) website.

### **1.4. Debriefings**

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

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

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

### **1.6 Greening Government Operations**

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

### **1.7 Electronic Payment**

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Bidders/Offerors' financial institution of choice.

If not registered for direct deposit payments, by entering into this procurement process, the Bidder/Offeror agrees to provide the information required to establish direct deposit by registering with the Department of Indian Affairs and Northern Development Electronic Payment Request form (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>) at contract award, and submit the form to the address provided.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO 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
- 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.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.If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
3. The offer and any resulting standing offer must be signed by all the members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer."

- i) Section 20 is amended as follows:



Delete: Subsection 2.

### **2.1.1 SAC Manual Clauses (delete)**

### **2.2 Submission of Offers**

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

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

### **2.2.3 Tender Envelope Submissions**

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

- **RFSO Number: 1000183752**
- **Contracting Authority: Céline Viner**
- **Closing Date: November 28, 2016**
- **Offeror's Name and Address**
- **"Offer Documents Enclosed"**

### **2.3 Former Public Servant**

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

### **Definitions**

For the purposes of this clause,

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

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

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

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

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

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

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

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

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

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

**Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

9. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

#### **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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.

#### **2.5 Applicable Laws**

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

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

#### **2.6 Set-Aside under the Procurement Strategy for Aboriginal Business**

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see [Annex 9.4](#) of the *Supply Manual*.

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

### **3.1 Offer Preparation Instructions**

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

Section I: Technical Offer (5 hard copies and 1 soft copy in searchable PDF format on a CD, DVD, or USB key.)

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.

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

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

### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

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

**Section IV: Additional Information Required With Offer**

**3.1.3 Offeror's proposed Site(s) or Premises Requiring Safeguarding Measures**

**3.1.3.1** As indicated in Part 6 under Security Requirements, the Offeror must provide the full address of the Offeror's and proposed individual site or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

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

## PART 4 - EVALUATION METHODOLOGY, PROCEDURES AND BASIS OF SELECTION

### 4.1.1 SELECTION AND EVALUATION METHODOLOGY

4.1.1.1 Bidders **MUST** ensure that their Proposal provides sufficient evidence for DIAND to assess the compliance of the Proposal with the criteria listed in this Request for Proposal (RFP). It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable DIAND to complete its evaluation.

4.1.1.2 Bidders **MUST** include any reference material they wish to be considered for evaluation **within** their Proposal. Any material or documents outside the Proposal **will not** be considered. For example, should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material **MUST** be included **within** the Proposal. URL links to the Bidder's website **will not** be considered by the DIAND Evaluation Committee.

4.1.1.3 To meet the requirements described herein, the experience of the Bidder **MUST** be work for which the Bidder provided services to clients exterior to the Bidder's own organization. Internal business development projects will not be accepted. If this experience was obtained as a sub-Contractor or employee while working on behalf of another organization, the relationship between the Resource, the other organization and the end client must be clearly indicated.

4.1.1.4 Research done to fulfil an academic requirement **does not** qualify as professional work experience. However, paid research that is done in an educational setting or for an entity that is affiliated with an academic institution **does** qualify as professional work experience. Co-op terms are considered work experience provided they are for the provision of the services.

4.1.1.5 Listing experience without providing any supporting information describing the number of billable days and where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.

4.1.1.6 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Bidder on the part of the DIAND Bid Evaluation Committee will be taken into consideration.

4.1.1.7 Bidders may propose against either or both of the following Service Streams, in one or more of the following three (3) regions: Quebec, NCR and Calgary.

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

**Each Service Stream will be evaluated separately** against a distinct set of Mandatory Requirements and Point-Rated Criteria detailed in sections 4.1.2.1 and 4.1.2.2 below.

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

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

**NOTE:** Bidders may not propose more than one (1) resource per proposal. The same resource may not be named under more than one (1) Proposal.

**4.1.1.8 Each Proposal will be evaluated separately,** against the Mandatory Requirements and Point-Rated Criteria for each Service Stream against which the Bidder has indicated it wishes to provide services. Within each Service Stream, the Selection and Evaluation Process for Proposals consists of the following three (3) stages:

- Stage 1 -** Bidders will be evaluated on Mandatory Requirements M1-M3.
  - Stage 2 -** Bidders meeting ALL of M1-M3 will be evaluated on the basis of Point-Rated Criteria R1-R4.
  - Stage 3 -** Bidders meeting the minimum passing mark under R2 and R3 of Streams 1 and 2 will be evaluated on the basis of their financial proposal.
- Bidders failing to meet the requirements at any stage will be deemed to be non-compliant at that stage and will be given no further consideration.**

#### **4.1.1.9 DEFINITIONS**

**The following definitions apply to the Criteria below:**

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

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

**“Billable Day”** refers to work experience which was billed to a client or would have been billable if it had been done for an external client for 8.0 hours of work in the relevant category.

#### **4.1.1.10 Evaluation Procedures**

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

#### **4.1.2 Technical Evaluation**

##### **4.1.2.1 Mandatory Technical Criteria**

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

***Each Service Stream will be evaluated separately against the Stream's set of Mandatory Requirements.***

Stream 1 – Research Analysis, Research Services and Document Management	Mandatory Requirement	Page COMPLIANT (YES/NO)
<p><b>M1 Proposed Resource</b></p> <p><b>For All Regions:</b></p> <p>The Bidder <b>MUST</b> name within its Proposal one (1) Resource, who <b>MUST</b> meet all of INAC's minimum qualification requirements for the <b>Research Analysis, Research Services and Document Management</b> Resource category, as described in section 8.1 'Resource Categories and Qualifications' of Annex 'A', Statement of Work.</p> <p>The Bidder <b>MUST</b> use Table M1 – Proposed Resource - below for the submission of Resource information. <b>Bidders may add additional rows to Table M1 to include all relevant information for the proposed Resource.</b></p> <p><b>Table M1 MUST include:</b></p> <ul style="list-style-type: none"> <li>A) Language capabilities;</li> <li>B) Academic and professional attainments; and</li> <li>C) Work experience.</li> </ul> <p><b><u>Failure to include the information required by M1 and R1 inside the M1 Table format will result in the proposal being deemed non-compliant and the bid will be given no further consideration. The Evaluation Committee will not follow cross-references (e.g. see page 4 for more information) to CVs or other sections of the bid.</u></b></p> <p>For the Québec Region only:</p> <p>Due to the nature of the records/source material/deliverables being exclusively in French, it is essential that evidence of language capability be assessed. Bidders <b>MUST</b> provide a minimum 20 page professional or academic research report sample authored by the Resource with the Resource's signature that they in fact authored the piece in the French language.</p>		



Table M1 – Proposed Resource

Failure to include the information required by M1 and R1 inside the M1 Table format will result in the proposal being deemed non-compliant and the bid will be given no further consideration. The Evaluation Committee will not follow cross-references (e.g. see page 4 for more information) to CVs or other sections of the bid.

Stream 1 – Research Analysis, Research Services and Document Management			
Name:			
Language capabilities (English and/or French) and degree of fluency (written, oral, and reading comprehension):			
M1 Academic and Professional Attainments			
Undergraduate degree in the humanities, social sciences or law			
Topic Area	Description of Associated Education	Dates/Duration (in years/months)	
<b>M1 and R1 Professional work experience conducting Research/Analysis Activities</b>			
Client Organization	Name of Project	Research Analysis Tasks Performed	Number of Research Analysis Billable Days
		RA-2	
		RA-4	
		RA-6	
		RA-7	
		RA-9	
		RA-10	
		RA-12	
		RA-13	
		RA-14	
		RA-15	
		RA-17	
		Other RA	

Stream 1 – Research Analysis, Research Services and Document Management	Mandatory Requirement	Page #	COMPLIANT (YES/NO)
	<p><b>M2 Resource Project Summaries</b></p> <p>The Bidder <b>MUST</b> provide two (2) different written project summaries describing in detail the Resource's previous/current experience in successfully providing Research Analysis tasks as described in Annex "A", Statement of Work section 5.2, within the past ten (10) years (dates calculated on the closing date of the RFP).</p> <p>The Bidder <b>MUST</b> complete a Table M2 – Resource Project Summary Form – for each Project Summary submitted. The Bidder <b>MUST</b> complete all blank fields in Table M2 for each Resource Project Summary.</p> <p>The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Table.</p> <p>The Bidder should copy Table M2 as required.</p> <p><u>Failure to include the information required by M2 and R2 inside the M2 Table format will result in the proposal being deemed non-compliant and the bid will be given no further consideration. The Evaluation Committee will not follow cross-references (e.g. see page 4 for more information) to CVs or other sections of the bid).</u></p> <p>For Calgary and NCR Regions: The projects described in the M2 summaries <b>MUST</b> be projects which were completed in English.</p> <p>For Québec Region: The projects described in the M2 summaries <b>MUST</b> be projects which were completed in French.</p>		

**Resource Project Summary Form**

**Table M2 – Resource Project Summary Form:** Bidders may provide additional detail as necessary; however projects submitted **MUST** contain at least the information required in (a-h). Failure to include the information required by M2 and R2 inside the M2 Table format will result in the proposal being deemed non-compliant and the bid will be given no further consideration. The Evaluation Committee will not follow cross-references (e.g. see page 4 for more information) to CVs or other sections of the bid).

Stream 1 – Research Analysis, Research Services and Document Management	
Resource Name:	Project Name:
Resource Category:	Research Analysis, Research Services and Document Management <input type="checkbox"/>
Client Organization [a]:	
Project Scope [b]:	
Start and End Date of project [c]:	Level of Effort (Number of Billable Days by category) [d]:
Services provided by the Resource during the project, including # of billable days by Research Analysis tasks as per Statement of Work, section 5.2, and language of service provision [e]	
Project objectives, needs and issues [f]	
Project outcome and results [g]	
Client Project Authority (to whom the Resource reported) Name, Title, E-mail address, Phone Number [h]	

### Standardized Client Project Authority Reference Questions

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

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

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

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

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

2. The services in relation to this bid involve the provision of Litigation Research Analysis, Research Services and Document Management 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. Was the scope of the project <INSERT SCOPE OF PROJECT FROM SUMMARY>?

4. 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:

- a. Within the agreed time frame or agreed (revised) time frame?
- b. Within the established budget?
- c. Within the established project goals?
- d. That was useable?

Stream 1 – Research Analysis, Research Services and Document Management		COMPLIANT (YES/NO)
Mandatory Requirement	Page #	
<p><b>M3 Research Planning and Assessment Task</b></p> <p><b>3.0 The Bidder must complete a research plan Annex “F”</b></p> <p><b>3.1 Scenario Response: Research Plan</b></p> <p><b>For the NCR Region:</b></p> <p>Bidders submitting a proposal in the NCR region must submit a response against either the Historic Treaty (Option 1) or the Oil and Gas Case (Option 2), at the Bidder’s discretion (see Annex F). The Bidder’s 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>For the Calgary Region:</p> <p>Bidders submitting a proposal in the Calgary region must submit a response against the Oil and Gas case only. (see Annex “F”).</p> <p>For the NCR/Calgary Regions:</p> <p>In order to demonstrate professional capabilities in the language of work required, Bidders submitting a Proposal against the NCR or Calgary Regions MUST provide their response to this criterion in English.</p> <p>For the Québec Region:</p> <p>Bidders submitting a proposal in the Québec Region must submit a response against the French Scenario “Tribunal des revendications particulières”. In order to demonstrate professional capabilities in the language of work required, Bidders submitting a Proposal against the Québec Region MUST provide their response to this criterion in French.</p> <p>For All Regions:</p> <p>The bidder’s response should be no longer than 10 pages in 12 point font on 81/2 by 11 paper size.</p> <p>Note the scenarios presented are entirely fictitious and are meant to provide a measure of the Bidder’s ability to complete a Research Plan. Any resemblance of the scenarios to actual events, names, or places is entirely unintentional.</p> <p><b>M4 Database Task</b></p> <p>a) In Annex “G” there are ten (10) English public record documents (Numbered as AAA-0001 through AAA-0010).</p>		

<p>b) Bidders <b>MUST</b> use the attached Appendix "A", "Tombstone Coding Protocol" as a basis for coding of the 10 standard fields only for each of the ten (10) provided documents and must submit an electronic dataset for the coded documents.</p> <p>c) Completed datasets should be provided in Excel format and should <b>NOT</b> include any of the excluded characters. Bidders should abide by the other restrictions outlined in Appendix "A". An additional hard copy printout of the datasets should be provided. If the electronic version fails to function, and there is no additional hard copy printout provided, the bid will be eliminated.</p>		
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Stream 2 – Research Services and Document Management		
Mandatory Requirement	Page #	COMPLIANT (YES/NO)
<p><b>M1 Proposed Resource</b></p> <p><b>For all Regions:</b></p> <p>The Bidder <b>MUST</b> name within its Proposal one (1) Resource, who <b>MUST</b> meet all of INAC's minimum qualification requirements for the <b>Research Services and Document Management</b> Resource Category, as described in section 8.1 'Resource Categories and Qualifications' of Annex "A", Statement of Work.</p> <p>The Bidder <b>MUST</b> use Table M1 – Proposed Resource - below for the submission of Resource information. <b>Bidders may add additional rows to Table M1 to include all relevant information for the proposed Resource.</b></p> <p><u>Failure to include the information required by M1 and R1 inside the M1 Table format will result in the proposal being deemed non-compliant and the bid will be given no further consideration. The Evaluation Committee will not follow cross-references (e.g. see page 4 for more information) to CVs or other sections of the bid).</u></p> <p><b>TABLE M1 MUST include:</b></p> <ul style="list-style-type: none"> <li>a) Language capabilities;</li> <li>b) Academic and professional attainments; and</li> <li>c) Work experience.</li> </ul> <p><b>For the Québec Region only:</b></p> <p>For evidence of language capabilities, bidders <b>MUST</b> provide a minimum 10 page professional or academic research report sample authored by the Resource with the Resource's signature that they in fact authored the piece in the French language.</p>		

Table M1 – Proposed Resource

Failure to include the information required by M1 and R1 inside the M1 Table format will result in the proposal being deemed non-compliant and the bid will be given no further consideration. The Evaluation Committee will not follow cross-references (e.g. see page 4 for more information) to CVs or other sections of the bid).

Stream 2 – Research Services and Document Management			
Name:			
Language capabilities (English and/or French) and degree of fluency (written, oral, and reading comprehension):			
M1 Academic and Professional Attainments			
Full-time, post-secondary education in the humanities, social sciences or law			
Topic Area	Description of Associated Education	Dates/Duration (in years/months)	
M1 and R1 Professional work experience conducting Research Services Activities			
Topic Area/ Client Organization	Project Name	Research Services Tasks Performed	Number of Research Services Billable Days
		RS-1	
		RS-2	
		RS-3	
		RS-4	
		RS-5	
		RS-6	
		RS-7	
		RS-8	
		RS-9	
		RS-11	
		RS-12	
		Other RS	



Stream 2 – Research Services and Document Management		
Mandatory Requirement	Page	COMPLIANT (YES/NO)
<p><b>M2 Resource Project Summary</b></p> <p>The Bidder <b>MUST</b> provide two (2) different written project summaries describing in detail a Resource’s previous/current experience in successfully providing similar Research Services as described in Annex “A”, Statement of Work, section 5.2, during the past ten (10) years (dates calculated on the closing date of the RFP).</p> <p>The Bidder <b>MUST provide all information required in Table M2 – Resource Project Summary Form – for each Project Summary submitted.</b> The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Table. The Bidder should copy Table M2 as required.</p> <p><u>Failure to include the information required by M2 and R2 inside the R2 Table format will result in the proposal being deemed non-compliant and the bid will be given no further consideration. The Evaluation Committee will not follow cross-references (e.g. see page 4 for more information) to CVs or other sections of the bid).</u></p> <p>For Calgary Region: The projects described in the M2 summaries <b>MUST</b> be projects which were completed in English.</p>		

**Resource Project Summary Form**

**Table M2 – Resource Project Summary Form:** Bidders may provide additional detail as necessary; however projects submitted **MUST** contain at least the information required in (a-h). Failure to include the information required by M2 and R2 inside the R2 Table format will result in the proposal being deemed non-compliant and the bid will be given no further consideration. The Evaluation Committee will not follow cross-references (e.g. see page 4 for more information) to CVs or other sections of the bid).

Stream 1 – Research Services and Document Management		
<b>Resource Name:</b>		<b>Project Name:</b>
<b>Resource Category:</b>	Research Services and Document Management <input type="checkbox"/>	
<b>Client Organization [a]:</b>		
<b>Project Scope [b]:</b>		
<b>Start and End Date of Project [c]:</b> (In years/months)		<b>Level of Effort</b> (Number of Billable Days by category) [d]:
<b>Services provided by the Resource during the project, including # of billable days by Research Services tasks as per Statement of Work, section 5.2, and language of service provision [e]</b>		
<b>Project objectives, needs and issues [f]</b>		
<b>Project outcome and results [g]</b>		
<b>Client Project Authority (to whom the Resource reported) Name, Title, E-mail address, Phone Number [h]</b>		

### Standardized Client Project Authority Reference Questions

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

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

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

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

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

2. The services in relation to this bid involve the provision of Litigation Research Analysis, Research Services, and Document Management 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. Was the scope of the project <INSERT SCOPE OF PROJECT FROM SUMMARY>?

4. 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:

- a. Within the agreed time frame or agreed (revised) time frame?
- b. Within the established budget?
- c. Within the established project goals?
- D. That was useable?

Mandatory Requirement	Page #	COMPLIANT (YES/NO)
<p><b>M3 Document Summaries and Chronology of Events</b></p> <p>The purpose of this exercise is to test the bidder's ability to write concise document summaries for the ten documents provided at Annex "G" (Numbered as AAA-001-AAA-0010) and write a narrative chronology of events based on the ten documents.</p> <p>Documents provided will include both handwritten and typed text as commonly found in historical and contemporary documents. Note that document summaries should reflect the core content of the document.</p> <p>Bidders must provide a response to this exercise in English, including the document summaries and a chronology of events document.</p>		
<p><b>M4 Database Task</b></p> <p>a) In Annex "G", there are ten (10) English public record documents (Numbered as AAA-0001 through AAA-0010).</p> <p>b) Bidders <b>MUST</b> use the attached Appendix "A", "Tombstone Coding Protocol" as a basis for coding of the 10 standard fields only for each of the ten (10) provided documents and <b>MUST</b> submit an electronic dataset for the coded documents.</p> <p>c) Completed datasets should be provided in Excel format and should <b>NOT</b> include any of the excluded characters. Bidders should abide by the other restrictions outlined in Appendix "A". An additional hard copy printout of the datasets should be provided. If the electronic version fails to function and if there is no additional hard copy printout provided, the bid will be eliminated.</p>		

**4.1.2.2 Point Rated Technical Criteria**

Only those Proposals meeting **ALL** of the above Mandatory Requirements for the Stream in which they are proposing to provide services will be deemed compliant and will be evaluated by the INAC Evaluation Committee on the basis of the Point-Rated Criteria.

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

Stream 1 -- Research Analysis, Research Services and Document Management			
Point-Rated Criterion	Weight	Evaluation Factors	Page number reference
<p><b>R1 Resource Experience</b></p> <p><b>Research Analysis:</b></p> <p>1.1 The evidence within the M1 table for the Bidder's proposed Resource will be evaluated on the breadth of the individual's experience regarding the provision of Research Analysis services (as defined in the Statement of Work, section 5.2) beyond the minimum qualifications at section 8.1 of the SOW.</p> <p>1.2 Points will be awarded for demonstrated Research Analysis experience of the Resource beyond the minimum qualifications at section 8.1 of the SOW.</p>	/20	<p>a) <b>Research Analysis = 3</b> points per 100 billable days of demonstrated experience beyond the minimum qualifications at section 8.1 of the SOW, up to <b>9 points</b>; and</p> <p>(b) <b>Research Analysis = 1</b> point for experience in each of RA-2, RA-4, RA-6, RA-7, RA-9, RA-10, RA-12, RA-13, RA-14, RA-15, and RA-17 (as indicated in SW5 of the Scope of Work) that have at least 30 billable days demonstrated, up to <b>11 points</b> in total.</p>	

Point-Rated Criterion	Weight	Evaluation Factors	Page number reference
<p><b>R2 Resource Project Summaries</b></p> <p>The two (2) project summaries submitted as evidence of compliance with Mandatory Requirement <b>M2</b> will be evaluated on the basis of their relevance to INAC's requirements for Research Analysis services (as outlined in the SOW) in subject matter, client organization, size, and complexity.</p> <p><u>Very Relevant subject matter:</u>                      Indigenous Litigation includes but is not limited to:                      - Aboriginal rights, title or land claims                      - Specific Claims Tribunal cases</p>	/20	<p>Up to 10 points per cited project summary, based on the extent to which each cited Project Summary is relevant to the Research Analysis requirements within LMRB, INAC.</p> <p>The following factors will be considered in determining the relevance of each Project Summary:</p> <p>a) Relevance of the subject matter and client organization of the cited project relative to the tasks in the Research Analysis SOW (up to 5 points/project);</p> <p>Subject matter is very relevant (Indigenous litigation) and client organization of project is very relevant (INAC) (5 points)</p>	

<ul style="list-style-type: none"> <li>- Indigenous Canadian Human Rights Tribunal cases where INAC is defendant</li> <li>- Charter challenges against INAC</li> <li>- Claims of physical and sexual abuse against INAC</li> <li>- Oil and Gas litigation against INAC</li> <li>- Other litigation where INAC is the main defendant</li> </ul> <p><u>Partially relevant subject matter:</u></p> <ul style="list-style-type: none"> <li>- Research to support a Specific Claim</li> <li>- Research for the Truth and Reconciliation Commission</li> <li>- Archival research to support INAC program and policy review</li> <li>- Litigation between one or more Indigenous group(s) and a province not included under very relevant subject matter</li> </ul> <p><u>Limited relevance subject matter:</u></p> <p>Research Analysis services provided to a client that do not fall under very or partially relevant.</p>	<p>Subject matter is very relevant (Indigenous litigation) and client organization of project is partially relevant (Province, First Nation or other Federal Government department as client) <b>(4 points)</b></p> <p>Subject matter is partially relevant (see definition in left hand column) and client organization of project is very relevant (INAC) <b>(3 points)</b></p> <p>Subject matter is partially relevant (see definition in left hand column) and client organization is partially relevant (Province, First Nation, or other Federal Government Department as client) <b>(2 points)</b></p> <p>Subject matter has limited relevance and client organization has limited relevance <b>(1 point)</b></p> <p>0) Not Addressed / Unsatisfactory</p> <p><b>b)</b> Relevance of the size and complexity of the work of the resource on the cited project relative to INAC's requirements as described in the Statement of Work up to 5 points/project):</p> <p>50 Research Analysis days of effort by the resource on the project, comprising at least 4 of the RA tasks in the SOW, section 5.2 <b>(5 points)</b></p> <p>40 Research Analysis days of effort by the resource on the project, comprising at least 3 of the RA tasks in the SOW, section 5.2 <b>(4 points)</b></p> <p>30 Research Analysis days of effort by the resource on the project, comprising at least 3 of the RA tasks in the SOW, section 5.2 <b>(3 points)</b></p> <p>20 Research Analysis days of effort by the resource on the project, comprising at least 2 of the RA tasks in the SOW, section 5.2 <b>(2 points)</b></p> <p>10 Research Analysis days of effort by the resource on the project, comprising at least 1 of the RA tasks in the SOW, section 5.2 <b>(1 point)</b></p> <p>0) Below 10 Research Analysis days of effort by the resource on the project.</p>
<p><i>DIAND reserves the right to contact the named client project authorities to verify the accuracy and veracity of the information provided in the Bidder's Proposal, by means of a series of standardized questions posed to the authority. Should INAC choose to contact the project authorities and should one (1) or more named client project authority provide a negative reference regarding the accuracy or veracity of the Bidder's Proposal, the Proposal will be deemed non-compliant and given no further consideration.</i></p>	
<p><b>Bidders must receive a minimum of 14 points in R2 to be deemed compliant</b></p>	

Stream 1 – Research Analysis, Research Services and Document Management		
Point-Rated Criterion	Weight	Evaluation Factors
<p><b>R3 Research Planning and Assessment Task (see Annex “F”)</b></p> <p>As part of the research planning and Assessment Task submitted for M3, Bidders should:</p> <ol style="list-style-type: none"> <li>1) Identify the scope of research (timeframe and issues)</li> <li>2) Identify all 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);</li> <li>3) Identify all sources to be reviewed and their location (do not provide actual file numbers);</li> <li>4) Identify the methodology for reviewing the sources, copying relevant documents, identifying and removing duplicates and entering images or native format versions into a database, and;</li> <li>5) Identify the manner in which work completed will be tracked.</li> </ol> <p>The bidder’s response should be no longer than 10 pages in 12 point font.</p> <p><b>Scenario Response: Research Plan</b></p> <p>Bidders submitting a proposal in the NCR region must submit a response against either the Historic Treaty” (Option 1) or the Oil and Gas Case (Option 2), at the Bidder’s discretion. The Bidder’s choice of scenario will have no bearing on the Bidder’s score or on any resultant call-up in any resultant Standing Offer Agreement.</p> <p>Bidders submitting a proposal in the Calgary region must submit a response against the Oil and Gas case only. (see Annex “F”).</p> <p>In order to demonstrate professional capabilities in the language of work required, Bidders submitting a Proposal against the Calgary and NCR Regions MUST provide their response to this criterion in English.</p>	<p>/25 (NCR and Québec Stream only) /40 ( Calgary Stream only)</p>	<p>The Bidders document will receive up to <b>25 points in NCR and Québec</b> and up to <b>40 points in Calgary</b>.</p> <p>The following factors will be considered in the awarding of points:</p> <ul style="list-style-type: none"> <li>the scope of the research (timeframe and issues) up to 10 points;</li> <li>Scope of research plan is extensive and addresses all relevant issues in the model answer (10 points)</li> <li>Scope is very good and addresses 90-99% of issues in the model answer (9 points)</li> <li>Scope is very good and addresses 80-89% of issues in the model answer (8 points)</li> <li>Scope is good and addresses 70-79% of issues in the model answer (7 points)</li> <li>Scope is satisfactory and addresses 60-69% of issues in the model answer (6 points)</li> <li>Scope is satisfactory and addresses 50-59% of issues in the model answer (5 points)</li> <li>Scope is fair and addresses 40-49% of issues in the model answer (4 points)</li> <li>Scope is poor and addresses 30-39% of issues in the model answer (3 points)</li> <li>Scope is limited and addresses 20-29% of issues in the model answer (2 points)</li> <li>Scope is inadequate and addresses 10-19% of issues in the model answer (1 point)</li> <li>0) Scope is inadequate and addresses less than 10% of issues in model answer</li> </ul>

<p>Bidders submitting a proposal in the Québec Region must submit a response against the French Scenario, "Project SCT." In order to demonstrate professional capabilities in the language of work required, Bidders submitting a Proposal against the Québec Region MUST provide their response to this criterion in French.</p> <p>LMRB has developed a model answer for each scenario against which the bidder responses will be evaluated.</p> <p>Note the scenarios presented are entirely fictitious and are meant to provide a measure of the Bidder's ability to complete a Research Plan. Any resemblance of the scenarios to actual events, names, or places is entirely unintentional.</p>	
<p>- 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); up to 5 points</p> <p>90-100% of the criteria and types of documents in the model answer have been identified. (5 points)</p> <p>75-89% of the criteria and types of documents in the model answer have been identified. (4 points)</p> <p>51-74% of the criteria and types of documents in the model answer have been identified. (3 points)</p> <p>35 -50% of the criteria and types of documents in the model answer have been identified. (2 points)</p> <p>15-34% of the criteria and types of documents in the model answer have been identified. (1 point)</p> <p>0-14% of the criteria and types of documents in the model answer have been identified. (0 point)</p> <p>- the sources to be reviewed and their location (do not provide actual file numbers); up to 5 points</p> <p>90-100% of the sources and their locations in the model answer have been identified (5 points)</p> <p>75-89% of the sources and their locations in the model answer have been identified (4 points)</p> <p>51-74% of the sources and their locations in the model answer have been identified (3 points)</p> <p>35-50% of the sources and their locations in the model answer have been identified (2 points)</p> <p>15-34% of the sources and their locations in the model answer have been identified (1 point)</p> <p>0-14% of the sources and their locations</p>	



<p>in the model answer have been identified (0 point)</p> <ul style="list-style-type: none"> <li>- Identify the methodology for reviewing the sources, copying relevant documents, identifying and removing duplicates and entering images or native format versions into a database, up to 3 points</li> <li>Methodology is excellent and addresses all aspects of source review in the model answer (3 points)</li> <li>Methodology is good but does not address all aspects of source review in the model answer (2 points)</li> <li>Methodology is weak and addresses less than half of the aspects of source review in the model answer (1 point)</li> <li>0) Unsatisfactory/ Not Addressed</li> <li>- Identify the manner in which work completed will be tracked; up to 2 points</li> <li>An excellent tracking methodology is described (2 points)</li> <li>Some description of tracking is included but not a specific methodology (1 point)</li> <li>0) Unsatisfactory/Not Addressed</li> <li>Calgary bids will be scored against this marking grid and their score on this element out of 25 will be converted into a prorated score out of 40.</li> </ul>		
<p><b>Bidders must receive a minimum of 13 points in R3 to be deemed compliant in NCR and Québec and a minimum of 21 points in Calgary.</b></p>		
<p><b>R4 Database Task</b></p> <p>The Bidder's completed Dataset provided in response to M4 above, will be reviewed for errors based on the instructions provided in Appendix "A".</p>	<p>/10</p>	<p>There are 100 possible entries in the dataset. Each possible entry will be allocated one point. The percentage of correct entries will then be prorated to a score out of 10 points. Ten (10) points would be awarded to a dataset with zero errors.</p>

Point-Rated Criterion	Weight	Evaluation Factors
R5 Proposal Quality	/5	<p>a) Organizing the proposal to match the order and sequence of the Mandatory Requirements and Point-Rated Criteria in the RFSO and limiting proposal content to information requested (one (1) point);</p> <p>b) Any cross-references within the proposal for highlighted information are easily identified and clearly found. For example, where the Bidder includes a table saying "evidence of R2 factor a) is on page 23," the information is found on page numbered 23, and is highlighted in a way that brings the evaluators' attention to the information (such as with a heading) (one (1) point).</p> <p>c) Writing throughout is clear, concise and logical (up to three (3) points).</p>
Total Point-Rated R1-R5	/80 /95 (Calgary Region only)	

Stream 2 – Research Services and Document Management		
Point-Rated Criterion	Weight	Evaluation Factors
<p><b>R1 Resource Experience</b></p> <p><b>Research Services:</b></p> <p>1.1 The evidence within the M1 table for the Bidder's proposed Resource will be evaluated on the breadth of the individual's experience regarding the provision of Research Services (as defined in the Statement of Work) beyond the minimum qualifications.</p> <p>1.2 Points will be awarded for demonstrated Research Services experience beyond the minimum qualifications at section 8.1 of the SOW.</p>	/20	<p>a) <b>Research Services</b> = 3 points per 100 billable days of demonstrated experience beyond the minimum qualifications of section 8.1 of the SOW , , <b>up to 9 points;</b> and</p> <p>b) <b>Research Services</b> = 1 point for experience in each of RS-1, RS-1, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8, RS-9, RS-11, and RS-12 (as indicated in SW5 Scope of Work) that have at least 30 billable days demonstrated, <b>up to 11 points in total.</b></p>
<p><b>R2 Resource Project Summaries</b></p> <p>The two (2) project summaries submitted as evidence of compliance with Mandatory Requirement <b>M2</b> will be evaluated on the basis of their relevance to INAC's</p>	/20	<p>Up to 10 points per cited project summary, based on the extent to which each cited Project Summary is relevant to the Research Services requirements within LMRB, INAC.</p> <p>The following factors will be considered in</p>

<p>requirements for Research Services (as outlined in the SOW, section 5.2) in subject matter, client organization, size, and complexity.</p> <p>Very relevant subject matter          "Indigenous Litigation" includes but is not limited to:</p> <ul style="list-style-type: none"> <li>- Aboriginal rights, title or land claims</li> <li>- Specific Claims Tribunal cases</li> <li>- Indigenous Canadian Human Rights Tribunal cases where INAC is defendant</li> <li>- Charter challenges against INAC</li> <li>- Claims of physical and sexual abuse against INAC</li> <li>- Oil and Gas litigation against INAC</li> <li>- Other litigation where INAC is the main defendant</li> </ul> <p><u>Partially relevant subject matter:</u></p> <ul style="list-style-type: none"> <li>- Research to support a Specific Claim</li> <li>- Research for the Truth and Reconciliation Commission</li> <li>- Archival research to support INAC program and policy review</li> <li>- Litigation between one or more Indigenous group(s) and a province not included under very relevant subject matter</li> </ul> <p><u>Limited relevance subject matter:</u>          Research Services provided to a client that do not fall under very or partially relevant.</p> <p><i>DIAND reserves the right to contact the named client project authorities to verify the accuracy and veracity of the information provided in the Bidder's Proposal, by means of a series of standardized questions posed to the authority. Should INAC choose to contact the project authorities and should one (1) or more named client project authority provide a negative reference regarding the accuracy or veracity of the Bidder's Proposal, the Proposal will be deemed non-compliant and given no further consideration.</i></p>		<p>determining the relevance of each Project Summary:</p> <p><b>a)</b> Relevance of the subject matter and client organization of the cited project relative to the tasks in the Research Services SOW, section 5.2 (up to 5 points/project);</p> <p>Subject matter and client organization of project is very relevant (Indigenous litigation and INAC) (5 points)</p> <p>Subject matter is very relevant (Indigenous litigation) and client organization of project is partially relevant (Province, First Nation or other Federal Government department as client) (4 points)</p> <p>Subject matter is partially relevant and client organization of project is very relevant (INAC) (3 points)</p> <p>Subject matter is partially relevant and client organization is partially relevant (Province, First Nation, or other Federal Government Department as client) (2 points)</p> <p>Subject matter has limited relevance and client organization has limited relevance (1 point)</p> <p>0) Not Addressed / Unsatisfactory</p>
		<p><b>b)</b> Relevance of the size and complexity of the work of the resource on the cited project relative to INAC's requirements as described in the Statement of Work up to 5 points/project);</p> <p>50 Research Services days of effort by the resource on the project, comprising at least 4 of the RS tasks in the SOW. (5 points)</p> <p>40 Research Services days of effort by the resource on the project, comprising at least 3 of the RS tasks in the SOW. (4 points)</p> <p>30 Research Services days of effort by the resource on the project, comprising at least 3 of the RS tasks in the SOW. (3 points)</p> <p>20 Research Services days of effort by the resource on the project, comprising at least 2 of the RS tasks in the SOW (2 points)</p> <p>10 Research Services days of effort by the</p>

		<p>resource on the project, comprising at least 1 of the RS tasks in the SOW. (1 point)</p> <p>Less than 10 Research Services days of effort by the resource on the project. (0 point)</p>
<p>Bidders must receive a minimum of 14 points in R2 to be deemed compliant</p>		

Stream 2 – Research Services and Document Management		
Point-Rated Criterion	Weight	Evaluation Factors
<p><b>R3 Document Summaries and Chronology of Events</b></p> <p>Bidders are asked to summarize the documents in 2-5 sentences. The summary should provide the reader sufficient information about the content of the document without having to read the document itself. Do not include author and date information. Please submit these document summaries in Word format.</p> <p>In addition the bidder is asked to create a narrative chronology of the events conveyed by the ten documents. Please submit it in Word format.</p> <p>Bidders submitting a proposal in the Calgary Region must submit the summaries and chronology of events in English.</p>	<p>/30</p>	<p>A maximum of 2 points will be given for every document summary to a maximum of 20 points</p> <p>Document summary is an excellent summary of the content of the document and meets suggested length of 2-5 sentences (2 points)</p> <p>Document summary is an excellent summary of the content of the document or meets the suggested length of 2-5 sentences (1 point)</p> <p>Not Addressed / Unsatisfactory (0 point)</p> <p>A maximum of 10 points will be given:                      -Chronology is in the correct order (up to 2 points)                      2) Chronology is in the correct order                      0) Chronology is not in the correct order</p> <p>-Chronology is concise, well written (up to 4 points)                      4) Chronology is concise and well written in all aspects                      3) Chronology is concise and well written in many aspects                      2) Chronology is concise and well written in some aspects                      1) Chronology is concise and well written in a few aspects only                      0) Not Addressed / Unsatisfactory</p> <p>-Chronology tells the story (up to 4 points)                      4) Chronology does an excellent job of telling the story                      3) Chronology does a good job of telling the story                      2) Chronology does a satisfactory job of telling the story                      1) Chronology does a poor job of telling the story</p>

	0) Not Addressed / Unsatisfactory.
Bidders must receive a minimum of 15 points in R3 to be deemed compliant	

Stream 2 – Research Services and Document Management		
Point-Rated Criterion	Weight	Evaluation Factors
<b>R4 Database Task</b> The Bidder's completed Dataset completed in response to M4 above, will be reviewed for errors based on the instructions provided in Appendix "A".	/10	There are 100 possible entries in the dataset. Each possible entry will be allocated one point. The percentage of correct entries will then be prorated to a score out of ten points. Ten points would be awarded to a dataset with zero errors.

Stream 2 – Research Services and Document Management		
Point-Rated Criterion	Weight	Evaluation Factors
<b>R5 Proposal Quality</b>	/5	a) Organizing the proposal to match the order and sequence of the Mandatory Requirements and Point-Rated Criteria in the RF50 and limiting proposal content to information requested (one (1) point); b) Any cross-references within the proposal for highlighted information are easily identified and clearly found. For example, where the Bidder includes a table saying "evidence of R2 factor a) is on page 23," the information is found on page numbered 23, and is highlighted in a way that brings the evaluators' attention to the information (such as with a heading) (one (1) point). c) Writing throughout is clear, concise and logical (up to three (3) points).
<b>Total Point-Rated R1-R5</b>	/85	

**4.1.3 Financial Evaluation**

**4.1.4.1** 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.

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

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

**4.1.4.4** For evaluation purposes, the proposed all-inclusive per diem rates for the initial SOA period including option years will be averaged to derive to an average per diem rate.

**4.1.4.5** 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.

**4.1.4.6** Using the applicable Table provided below, Bidders are requested to provide firm per diem rate based on an 8.0 hour day.

**4.1.4.7** Offerors **MUST** indicate the applicable fixed all-inclusive per diem rate (CAD), for each of the first three (3) years of the SOA up to and including March 31, 2019 and 2 the option years, using the tables below.

**4.1.4.9** Fixed per diem rates should not include such things as travel expenses, living expenses, or transportation for any travel that may be authorized by and should not include GST/HST.

**Rates proposed for the option years must be equal or greater than rate proposed in the initial contract period.**

**Rates should be given for the resource in each category listed.**

DIAND will calculate the Bidder's average rates.

STREAM 1	All-inclusive Per Diem Rate (CDN\$) Upon award until March 31, 2019 (Initial SOA Period)	All-inclusive Per Diem Rate (CDN\$) April 1, 2019 to March 31, 2020	All-inclusive Per Diem Rate (CDN\$) April 1, 2020 to March 31, 2021	All-inclusive Per Diem Rate (CDN\$) OPTION YEAR 1	All-inclusive Per Diem Rate (CDN\$) OPTION YEAR 2	Level of Effort for Evaluation Purposes ONLY	Average Per Diem Rates
Research Analysis	A	B	C	\$	\$	D	(A+B+C X D)/3
						11	\$

Research Services	\$	\$	\$	40	\$
Document Management	\$	\$	\$	56	\$
<b>Bidder's Evaluation Assessment Value (total of averaged per diem rates)</b>					
					\$

DIAND will calculate the Bidder's average rates.

STREAM 2	All-inclusive Per Diem Rate (CDN\$) Upon award until March 31, 2019 (Initial SOA Period)	All-inclusive Per Diem Rate (CDN\$) April 1, 2019 to March 31, 2020 OPTION YEAR 1	All-Inclusive Per Diem Rate (CDN\$) April 1, 2020 to March 31, 2021 OPTION YEAR 2	Level of Effort for Evaluation Purposes ONLY	Average Per Diem Rates
	A	B	C	D	(A+B+C X D)/3
Research Services	\$	\$	\$	40	\$
Document Management	\$	\$	\$	56	\$
<b>Bidder's Evaluation Assessment Value (total of averaged per diem rates)</b>					
					\$

**4.2 Basis of Selection**

**SACC Manual Clause (2012-07-16) A0027T - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for criteria R2 and R3 under Streams 1 and 2.

Bids not meeting (choose "(a) or (b) or (c) will be declared non-responsive
- 4.2.1 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**.
- 4.2.2 The Offeror's Weighted Technical Score (70) will be added to the Offeror's Financial Score (/30) to arrive at the Offeror's Total Score (/100).

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

$\frac{\text{Bidder's Technical Score}}{\text{Total Available Points}}$	x 70=	Prorated Technical Score
$\frac{\text{Lowest Averaged Rate}}{\text{Bidder's Averaged Rate}}$	x 30 =	Financial Score
<b>Total Score</b>	=	/100

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

4.2.5 DIAND may award up to a total of eight (8) Standing Offer Agreements (SOAs) as follow:

**STREAM 1 - RA, RS, DM**

**National Capital Region:**

Bidder 1: \$200,000.00  
Bidder 2: \$150,000.00

**Quebec Region:**

Bidder 1: \$200,000.00  
Bidder 2: \$150,000.00

**Calgary Region:**

Bidder 1: \$200,000.00  
Bidder 2: \$150,000.00

**STREAM 2 - RS, DM**

**Calgary Region:**

Bidder 1: \$200,000.00  
Bidder 2: \$150,000.00

If the number of compliant offers is less than indicated above, the allocation percentages will be adjusted accordingly.



## **PART 5 – CERTIFICATIONS**

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

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

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

### **5.1. Certifications 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.

#### **5.1.1 Integrity Provisions - Associated Information**

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

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

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

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

#### **5.1.3 Additional Certifications Required Precedent to Issuance of a Standing Offer**

##### **5.1.3.1 Status and Availability of Resources**

SACC Manual Clause M3020T (2016-01-28) Status of Availability of Resources – Standing Offer.

##### **5.1.3.2 Education and Experience**

SACC Manual Clause M3021T, 2012-07-16, Education and Experience.

**5.2 Certifications Required with the Offer**

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

Certificate of Independent Bid Determination attached hereto as Annex "E".

**5.2.2 Set-Aside for Aboriginal Business**

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, for more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4, Supply Manual.
2. The Bidder:
  - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under any resulting contract 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 Bidder must check the applicable box below:
  - i.  The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
  - ii.  The Bidder 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 Bidder must check the applicable box below:
  - i.  The Aboriginal business has fewer than six full-time employees.  
**OR**
  - ii.  The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder 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 Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.
7. If requested by the Contracting Authority, the Bidder 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, 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

The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the *Supply Manual*.

1. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
2. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

## PART 6 - SECURITY AND INSURANCE REQUIREMENTS

There are two (2) security requirements associated with the requirement as follow:

### 6.1 Security Requirements – 1000183752-R

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Supply Arrangement requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.
2. Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
3. The Contractor and their personnel requiring access to **PROTECTED B** 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:

<b>CERTIFICATION</b>	
<p>If successful, as a duly authorized representative of (Enter Firm/Contractor Name) I do hereby certify that (Enter Firm/Contractor Name) and all proposed resources that are currently not in possession of a valid Government of Canada Security Screening at the minimum level of <b>Reliability Status</b> agree to be sponsored by the Department to obtain the required Security Screening prior to providing services under any resulting contract.</p>	
<p>Name of Duly Authorized Representative (Print)</p>	<p>Signature of Duly Authorized Representative</p>
<p>Title</p>	<p>Date</p>

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

This procedure is in accordance with the Departmental and *Policy on Government Security* (TBS July 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Reliability Status** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. AANDC respects the privacy of Canadians; the information on this form is required for the purpose of providing security screening assessments. It is collected under the 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.

**Security Requirements – 1000183752-S**

1. Pursuant to the Government of Canada Security Policy, the nature of the services to be provided under this contract requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.
2. Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **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:

<b>CERTIFICATION</b>	
<p>If successful, as a duly authorized representative of (Enter Firm/Contractor Name) I do hereby certify that (Enter Firm/Contractor Name) and all proposed resources that are currently not in possession of a valid Government of Canada Security Screening at the minimum level of <b>Secret</b> agree to be sponsored by the Department to obtain the required Security Screening prior to providing services under any resulting contract.</p>	
<p>Name of Duly Authorized Representative (Print)</p>	<p>Signature of Duly Authorized Representative</p>
<p>Title</p>	<p>Date</p>

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

2. For additional information on security requirements, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

**PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

**A. STANDING OFFER**

**7.1 Offer**

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

**7.2 Security Requirements**

**7.2.1** The following security requirements (SRCLs and related clauses provided by ISP) apply and form part of the Standing Offer.

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:  
PSPC FILE # 1000183752-R**

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



**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:  
PWGSC FILE 1000183752-S**

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).

**7.2.2 Offeror's Sites or Premises Requiring Safeguarding**

**7.2.2.1** Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

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

**7.3 Standard Clauses and Conditions**

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

**7.3.1 General Conditions**

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer with the following adaptations:

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

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

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

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

d) Section 5 is amended as follows:

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

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

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

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from award to March 31, 2019.

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

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

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

##### **7.4.3 Comprehensive Land Claims Agreements (CLCAs)** (Deleted)

#### **7.5 Authorities**

##### **7.5.1 Contracting Authority**

The Contracting Authority is:

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

Telephone: 819-994-7304  
Facsimile: 819-953-7721  
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. The Standing Offer Authority may also authorize a representative to act on his/her behalf as Standing Offer Authority or Contracting Authority.

**7.5.2 Departmental Authority (To be identified at SOA award)**

The Departmental Authority is:

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.

**7.5.3 Project Authority**

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

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

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

**7.6 Proactive Disclosure of Contracts with Former Public Servants**

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

**7.7 Identified Users**

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

**7.8 Number of Standing Offers**

DIAND may award up to a maximum of eight (8) Standing Offer Agreements.

**7.9 Call-up Allocation and Procedures**

**7.9.1 Call-up Allocation**

**7.9.1.1** Call-ups against the Standing Offer will be issued by the Standing Offer Authority or the Project Authority (as applicable) on a proportional basis such that the highest-ranked Offeror receives the largest predetermined portion of the work; the second highest-ranked Offeror receives the second largest predetermined portion of the work, etc. as follows:

**NCR REGION**

RA, RS & DM Stream

Highest Ranked Offeror: \$200,000.00 (100%)  
Second Highest Ranked Offeror: \$150,000.00 (75%)

**QUÉBEC REGION**

RA, RS & DM Stream

Highest Ranked Offeror: \$200,000.00 (100%)  
Second Highest Ranked Offeror: \$150,000.00 (75%)

**CALGARY REGION**

RA, RS & DM Stream

Highest Ranked Offeror: \$200,000.00 (100%)  
Second Highest Ranked Offeror: \$150,000.00 (75%)

RS & DM Stream

Highest Ranked Offeror: \$200,000.00 (100%)  
Second Highest Rank Offer: \$150,000.00 (75%)

If the number of compliant offers is less than indicated above, the allocation percentages will be adjusted accordingly. Call-up selection will be determined on a best suited basis.

**7.9.1.2** The Departmental Authority will monitor call-up activities to ensure work is allocated in accordance with the predetermined work distribution.

**7.9.1 Call-up Procedures**

**7.9.2.1** Offerors will be contacted directly as described in 7.9.1.1 above.

- 7.9.2.2** The Standing Offer Authority or the Project Authority (as applicable) will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.
- 7.9.2.3** The Offeror will prepare and submit a proposal for the Work as required by the Standing Offer Authority. The proposal shall include a cost quotation established by utilizing the applicable rates as shown in the Basis of Payment, Annex "B", a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details. The proposal must be submitted to the Standing Offer Authority or the Project Authority (as applicable) within three (3) business days of receiving the request.
- 7.9.2.4** Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.9.2.3 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority or the Project Authority (as applicable) will send the request to the next best-suited Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.
- 7.9.2.5** The Standing Offer Authority and the Project Authority reserve the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Standing Offer Authority or the Project Authority (as applicable) reserves the right to go to the next Offeror.
- 7.9.2.6** Upon acceptance by the Project Authority of the Offerors proposal for the services, the Offeror will be authorized by the Standing Offer Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- 7.9.2.7** The Offeror shall not commence Work until the Call-up Against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up Against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.
- 7.10 Call-up Instrument**
- The Work will be authorized or confirmed using form 942, Call-up Against a Standing Offer.
- 7.11 Limitation of Call-ups (Removed)**
- 7.12 Financial Limitation (Removed)**
- 7.13 Priority of Documents**
- If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
- a) the Call-up against the Standing Offer, including any Annexes;
  - b) the articles of the Standing Offer;
  - c) the General Conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
  - d) the Supplemental General Conditions 4007; (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information

- e) the General Conditions 2010B (2016-04-04) General Conditions – Professional Services (Medium Complexity).
- f) Annex "A", Statement of Work;
- g) Appendix "A" – Tombstone Coding Protocol;
- h) Appendix "B" – Document Scanning Specifications;
- i) Annex "B", Basis of Payment;
- j) Annex "C", Security Requirements Check List;
- k) Annex "D", Greening Government Operations
- l) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer at SOA award*).

**7.14 Certifications and Additional Information**

**7.14.1 Compliance**

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

**7.14.2 SACC Manual Clauses**

M3020C (2016-01-28) Status of availability of resources – Standing Offer.  
A3000C – (2014-11-27) Aboriginal Business Certification

**7.15 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 \_\_\_\_\_ (to be identified at SOA award).

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

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

#### **7.2.1 General Conditions**

2010B (2016-04-04), 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); and
- 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 contract title and number, the date, deliverable/description of the Work and financial code(s)".

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

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information.

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

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

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

### **7.4. Proactive Disclosure of Contracts with Former Public Servants**

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

## **7.5 Payment**

The Contractor will be paid in accordance with the Basis of Payment at Annex "B".

### **7.5.1 Basis of Payment**

#### **7.5.2 Limitation of Expenditure**

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

#### **7.5.2.1 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: \$ \_\_\_\_\_ (taxes included)-(to be identified at SOA award).

#### **7.5.2.3 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.

#### **7.5.2.4 Other Direct Expenses**

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

Estimated Cost: \$ \_\_\_\_\_(taxes included)-(to be identified at SOA award).

#### **7.5.3 Method of Payment**

One of the following methods of payment will form part of the resulting Contract:

##### **7.5.3.1 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the call-up if:

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

**OR**

##### **7.5.3.2 Monthly Payment**

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 call-up if:

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

#### **7.5.4 Electronic Payment**

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Department of Indian Affairs and Northern Development Electronic Payment Request form (<http://www.aadinc-aandc.gc.ca/eng/1362499152985/1362499322435>), and submit the form to the address provided.

**7.5.5 T1204 - Direct Request By Department**

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

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

**7.6 Invoicing Instructions**

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

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 7.2.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

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

**7.7 Insurance**

SACC Manual clause G1005C (2016-01-28) Insurance – No specific requirement

**7.8 SACC Manual Clauses**

A3000C (2014-11-27) Aboriginal Business Certification

**7.9 Official Languages**

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

**7.10 Federal Contractors Program for Employment Equity - Default by the Contractor - (Removed)**

**7.11 Joint Venture**

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

[List Joint Venture members]

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

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

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

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

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

**ANNEX "A"**

**STATEMENT OF WORK**

**SW1 BACKGROUND**

The Litigation Management and Resolution Branch (LMRB) develops and coordinates, in conjunction with Indigenous and Northern Affairs Canada (INAC) programs, Justice Canada and other government departments, INAC's positions on policy, technical issues and legal positions related to all litigation against the Crown where INAC is the Department responsible for the impugned actions, as well as all litigation that the Crown brings against others on behalf of INAC. 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 INAC Program personnel and various professionals within the field.

**SW2 OBJECTIVES**

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

**SW3 APPLICABLE DOCUMENTS**

**3.1 Applicable Documents**

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

- Appendix "A" - *Tombstone Coding Protocol Guide* ;
- Appendix "B" - *Document Scanning Specifications*; and
- A copy of *Instructions and Guidelines for Contractors* to be provided to the Contractor after the SOA Award.

**SW4 BUSINESS ENVIRONMENT**

**4.1** INAC's LMRB is based in Vancouver, Calgary and the National Capital Region (NCR), Canada. The Branch operates within a standard office environment, and maintains regular working hours (Monday to Friday, 08:00 to 17:00 EST, excluding statutory and government holidays). Calgary office operates from 08:30 to 16:30pm PT.

**4.2** The Contractor shall be responsible for determining its own hours of work. In the event the Contractor is required to provide service on site at INAC premises, the Contractor is expected to be capable of providing Litigation Research Analysis, Litigation Research Services and Document Management Services within the hours as defined in 4.1 above.

**SW5 SCOPE OF WORK**

**5.1 Service Streams**

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

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

**5.2 Tasks**

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

Research Analysis (RA) (Service Stream 1 Only)

The Contractor shall, on an as and when required basis, carry out the Research Analysis activities described below, 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 issues relevant to the litigation;

RA-2 Prepare a research plan for review and acceptance by the Project Authority. 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;

RA-4 Identify relevant primary and secondary sources, files/reels/electronic sources 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 the Project Authority;

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 Project Authority;

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 Project Authority;

RA-10 Plan research and coordinate research activities;

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 Project Authority and legal counsel to provide briefings and discuss research strategies;

RA-14 Prepare analytical status reports summarizing the effectiveness of the research approach adopted, problems encountered, unanticipated discoveries and/or the progress of the work;

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 of a computerized database related to a particular case, assist the Project Authority in setting up procedures and processes with Justice Canada colleagues for research operations in the database, act as liaison with Justice Canada personnel on database templates and protocols and/or coordinate research activities related to a database system;

RA-17 Perform advanced Summation database functions including but not limited to, image linking, import/expert, merging, form/database structure tasks, quality control and liaising with Justice Canada;

RA-18 – Appearance in court as a witness and not as an expert;

RA-19 Prepare regular status reports on the work done to date, the progress and milestones of the work; and

RA-20 Perform other functions related or similar to the above Research Analysis tasks, but not named above, as requested by the Project Authority and accepted in writing by the proposed contractor.

**Research Services (RS) (Service Stream 1 and 2)**

The Contractor shall, on an as and when required basis, carry out the Research Services activities described below, 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 as per the pleadings, terms of reference, scope notes or as required;

RS-2 Review/read various INAC 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/reel 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, not included in DM-3 or DM-4 identified by the Project Authority into a database;

RS-6 Transcribe and produce legible copies of illegible documents;

RS-7 Assemble, collate and/or gather information into a written report/research product including, but not limited to, annotated lists, chronology of events, or summaries of facts and/or documents;

RS-8 Make recommendations on documents to be included / excluded in an affidavit of documents or affidavit of records;

RS-9 Review documents and assign established issue codes according to given scope notes, parameters, terms of reference and/or instructions by the Project Authority;

RS-10 Suggest or recommend individuals with key knowledge of the litigation issues who may be of assistance to the Project Authority or legal counsel;

RS-11 Participate and attend project-related meetings as required;

RS-12 Prepare regular status reports on the work done to date; and

RS-13 Perform other functions related or similar to the above Research Services tasks, but not named above, as requested by the Project Authority and accepted in writing by the proposed contractor;

**Document Management (DM) (Service Stream 1 and 2)**

The Contractor shall, on an as and when required basis, carry out the Document Management activities described below, 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 paper-based or electronic formats;
- DM-3 Perform Data Entry of specified tombstone data from the documents provided (either paper-based or electronic) into the fields specified by the Project Authority;
- DM-4 Complete data entry of fields identified by Project Authority 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 Project Authority;
- DM-6 Review and edit the data (prior to submission of the deliverable to the Project Authority to ensure accuracy and adherence to the protocols and standards as outlined by the Project Authority;
- DM-7 Scan documents in a manner that is consistent with scanning protocol as provided by the Project Authority (see Appendix "B" – Document Scanning Specifications);
- DM-8 Load and attach scanned documents to relevant/related databases as requested by the Project Authority; and
- DM-9 Perform other functions related or similar to the above Document Management tasks, but not named above, as requested by the Project Authority and accepted in writing by the proposed contractor.

**SW6 DELIVERABLES**

All written material shall be provided in hard and/or soft copy as identified in the Call-up. Unless otherwise specified, the soft copy shall be provided in the current version of INAC's approved desktop software, currently Window 7. All databases shall also be provided in electronic copy, in a format compatible with the current version of INAC/Justice Canada's litigation case management software, currently Summation and Ringtail.

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

**6.1 Stream 1 (Research Analysis, Research Services and Document Management)**

- 6.1.1 A research plan;
- 6.1.2 Terms of reference;
- 6.1.3 A list of sources to be reviewed;
- 6.1.4 A statement of claim/reference analysis and an indexed compilation of documents;
- 6.1.5 Analytical reports and/or memoranda;
- 6.1.6 Background documentation, updates and briefing materials;
- 6.1.7 Analytical status reports summarizing the effectiveness of research approach adopted, problems encountered, unanticipated discoveries, and/or the progress of the work;
- 6.1.8 Instructions and/or guidelines for the creation and administration of a database system;
- 6.1.9 A compilation of all relevant documentation, which has been reviewed, annotated, and summarized;



- 6.1.10 File summaries (records researched) and/or document summaries;
- 6.1.11 Transcribed copies of illegible documents;
- 6.1.12 Written report/research product including but not limited to annotated list, chronology of events or summaries of facts and/or documents;
- 6.1.13 Status reports on the work done to date;
- 6.1.14 Document set(s) which have been copied, organized, labelled and otherwise processed;
- 6.1.15 Updated databases and/or completed input of tombstone data for documents in the database; and
- 6.1.16 Electronic document sets which have been scanned.
- 6.1.17 Other Deliverables resulting from RA-17, RS- 12 and DM-9.

**6.2 Stream 2 (Research Services and Document Management)**

- 6.2.1 A compilation of all relevant documentation, which has been reviewed, annotated, and summarized;
- 6.2.2 File summaries (records researched) and/or document summaries;
- 6.2.3 Transcribed copies of illegible documents;
- 6.2.4 Written report/research product including but not limited to annotated list, chronology of events or summaries of facts and/or documents;
- 6.2.5 Status reports on the work done to date;
- 6.2.6 Document set(s) which have been copied, organized, labelled and otherwise processed;
- 6.2.7 Updated databases and/or completed input of tombstone data for documents in the database; and
- 6.2.8 Electronic document sets which have been scanned.
- 6.2.9 Other Deliverables resulting from RS- 12 and DM-9.

**SW7 CONTRACTOR RESPONSIBILITIES**

- 7.1 The work shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or federal government regulations, policies and procedures.
- 7.2 The Contractor shall ensure that all of its deployed personnel are properly trained and equipped to fulfil their responsibilities.

**SW8 CONTRACTOR RESOURCE REQUIREMENTS**

- 8.1 **Resource Categories and Qualifications**  
The following table defines the minimum qualifications for each of the required Resource Categories.

Resource Category	Minimum Resource Qualifications
<p><b>Research Analysis, Research Services and Document Management</b></p>	<p>&gt; An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law; and</p> <p>&gt; Two hundred and twenty (220) billable days 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 Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools.</p> <p>OR</p> <p>&gt; Eight hundred and eighty (880) billable days 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 Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools.</p> <p>***The professional work experience must include some experience in at least three of RA-2, RA-4, RA-6, RA-7, RA-9, RA-10, and RA-15, as defined in the Statement of Work.</p> <p>"database research" – research conducted solely on internal databases of documents where original research was completed by others.</p>

Resource Category	Minimum Resource Qualifications
<p><b>Research Services and Document Management</b></p>	<p>&gt; 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</p> <p>&gt; One hundred and forty (140) billable days 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 Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools.</p> <p><b>OR</b></p> <p>&gt; Three hundred and twenty (320) billable days 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 Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools.</p> <p>***The professional work experience must include some experience in at least four of RS-1, RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8, and RS-9.</p> <p>“database research” – research conducted solely on internal databases of documents where original research completed by others.</p>

Language Requirements	For all Resource Categories above, the following Language Requirements apply:
	<p>Resources qualified in Calgary must be capable of providing services in English, or bilingually (English and French);</p> <p>Resources qualified in the NCR must be capable of providing services in English, or bilingually (English and French);</p> <p>Resources qualified in the Quebec must be capable of providing services in French, or bilingually (English and French).</p>

**SW9 REPORTING REQUIREMENTS**

- 9.1 The Contractor shall be responsible for facilitating and maintaining communication with the Project Authority regarding the progress of work completed under any Call-up(s) under the SOA.
- 9.2 Upon request from the INAC Project Authority, the Contractor shall provide ad hoc written or oral status updates relating to any work in progress under any Call-up.

- 9.3 In addition, the Contractor shall immediately notify the Project Authority 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.

**SW10 DEPARTMENTAL SUPPORT**

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

**SW11 LOCATION OF WORK AND TRAVEL**

- 11.1 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:

- 11.1.1 Calgary Region (the Calgary Census Metropolitan Area);
- 11.1.2 National Capital Region (NCR);
- 11.1.3 Quebec Region (including both Montreal and Quebec City);

- 11.2 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, except in the case of travel between Montreal and Québec city.

- 11.2.1 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.

- 11.3.1 There may be the occasional requirement for Contractor travel to locations outside of the 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.

- 11.3.2 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 Project Authority will issue a specific authorization to travel, including specific travel

parameters, dates and location(s). The Contractor shall submit travel estimates for pre-approval.

- 11.3.3 Except when on-site work at DIAND premises is required, all Contractors shall provide their own premises, equipment, software, and tools necessary for the performance of the tasks outlined in the SOW.

**SW12 CONSTRAINTS**

- 12.1 The material generated by the Contractor may be subject to Solicitor/Client privilege and shall therefore be handled appropriately as per the instructions of the Project Authority.
- 12.2 The Contractor shall not contact plaintiffs/claimants, their legal counsel, other First Nations, Bands, or researchers unless such contact is first approved by the Project Authority.

## APPENDIX "A" – Tombstone Coding Protocol Guide

Please Note. This guide is intended to provide a basic outline of Tombstone Coding protocol requirements in either the Summation or Ringtail software environment. Protocols Specific to each software will be provided after Contract Award.  
The 10 fields required for the Database Task are:

1. Doc ID No.
2. Document Title
3. Document Type
4. Document Features
5. Cover Date
6. Document Date
7. Page Amount
8. Author
9. Recipient
10. Document Source

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

For a Call-up Deliverable, the acceptable margin of error in these tasks is 1%.  
**Do NOT use any of the following characters in your EXCEL export: “.” “|” or “@”**

Field name	Protocol
<b>Doc ID No.</b>	<p>Every document going into the database must have a unique document identification number.</p> <p>The alpha portion is a prefix, which visually identifies the records as belonging to a particular party in the case.</p> <p>Leading zeros are necessary to have the number sort properly. For very large cases, uses a 6 digit number.</p> <p>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. <b>Examples:</b> XXX-00201 The 201st document in the XXX collection. There are no attachments, this is a single document.</p> <p>XXX-00200[000-010] The 200th document in the XXX collection. This is the cover document with a total of ten attached documents.</p> <p>XXX-00200[002-010] The 200th document in the XXX collection. The second of ten attached documents.</p>
<b>Document Title</b>	<p>Type the title of the document as it appears on the document.</p> <p>Include the full title of the document</p> <p>Leave the field empty if there is no title.</p> <p>List the complete title or Re: line a single line even if it has multiple lines in the document.</p>

Field name	Protocol
<b>Document Type</b>	<p>There should only be one document type per document.                      Use only a pick list to ensure consistency                      Attachments coded as separate records should have their own document type.</p>
<b>Document Features</b>	<p>Indicates descriptive characteristics about a document, but is not meant to capture the type of document.                      Use a pick list. If you need to code for more than one item in the pick list</p>
<b>Date (Cover and Document)</b>	<p>This is the exact date of the document. The format is DD-MM-YYYY.                      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.                      If the document does not have an exact date (i.e. it has only a fuzzy date), wherever possible estimate a date by where it sits on the file, document contents, etc. for proper sorting and chronological purposes.                      There is no need to describe in another field your rationale for determining the assigned date.                      If the date is fuzzy, estimate the date and use the following:                      If no date can be estimated, leave the field blank (however, at least an estimated year should be attempted to be determined in most cases).                      When only the year can be estimated, use 01-01-YYYY. When only the month and year can be estimated, use 01-MM-YYYY.</p>
<b>Page Amount</b>	<p>Note how many pages are actually in each document.</p>

Field name	Protocol
<p><b>Names</b></p> <p>Note:  <i>Author and Recipient must be coded. Others may be used at the request of the Project Authority</i></p>	<p>There are three aspects: Name (Position) [Organization]</p> <p>Do not use punctuation of any kind.</p> <p>Enter the name and position of the person(s) who authored the document: E.g. SIDDON Tom (Minister).</p> <p>Last name all caps, full given names if available (mixed case), otherwise use initials (all caps, with a space between initials).  <i>if illegible or unknown name of person, leave blank</i></p> <p><b>Positions are within parentheses (mixed case)</b></p> <p>Do not use acronyms/ abbreviations for positions, even if abbreviated in document. Type full name of position.  <i>if position is unknown or illegible, leave blank.</i></p> <p>If author is unknown, but position is known, use just the position in parentheses. E.g. (Minister).</p> <p>Do not use titles such as Mr., Mrs., Dr., etc.</p> <p>Signature block rules - Individual who is typed at the bottom of the document is considered the author even if another individual signed for them.</p> <p><b>Organization is put in within square brackets [Mixed Case]</b></p> <p>Enter the department and/or company of the person(s) who authored the document (mixed case). E.g. Indian and Northern Affairs Canada.  <i>if illegible or unknown, leave blank.</i></p> <p>Separate various portions of the organization's description with a comma. E.g. BC Region, Indian and Northern Affairs Canada.</p> <p>Do not use acronyms/abbreviations for organizations, even if abbreviated in the document. Type the full name of organization.</p> <p>For Band Council Resolutions, code the Band/FN as the author, and leave the recipient empty</p>
<p><b>Document Source</b></p>	<p>Holds the file reference and location where the original document can be found including the original D/AND file number, RG-10 file and location (reel, volume etc) or the library or reference material it was obtained from.</p> <p>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.</p> <p><b>EXAMPLES</b></p> <p>5440-2-444 V1 05/23/82-09/15/91 AB Region  RG10 File 1031, Reel 25, V.81 NAC</p>



Field name	Protocol
<p><b>Coding Specific to Email Chains</b></p>	<p>Email chains should be kept intact as one document (i.e. no break-up is required).                      The Type will be "Email Chain" (if it is just a single email, the Type will be Email).                      The author (People From) will be coded as the author in the last email (the most recent date) of the chain.                      The recipient (People To) will be coded as the recipient in the last email (the most recent date) of the chain.                      The Main Date will be the date of last email (the most recent date) of the chain.                      The previous emails in the chain will be coded in the summary field, in a succinct manner. E.g.:</p> <p style="padding-left: 40px;">Kunce Y to Donahue K - March 23, 2015                      Dergo K to Donahue K and Desroches T - March 22, 2015</p>

**APPENDIX “B” - DOCUMENT SCANNING GUIDELINES**

**Please Note:** This annex outlines LMRB’s requirements for scanning documents. The specifications outlined in this annex may only be amended and adjusted with the written approval of the Project Authority.

1. Scan standard documents or pages in 8.5 x 11 format (letter size);
2. Where legibility is maintained, shrink 8.5 x 14 documents to letter size (8.5 x 11);
3. Accommodate for odd-sized documents; i.e. 11 x 17, 24 x 36 (maps) or larger;
4. Adhere to scanning standard of black and white;
5. At the request of the Departmental Representative, scan in color for specialized documents (color coded maps)
6. Provide images in single page, TIFF format with CCITT Group 4 compression;
7. Ensure all images and corresponding load files are compatible with Ringtail 8.5or AD Summation iBlaze (as specified in in the Call-up SOW) ;

Document File Specifications:

**Documents:**

- LMB-00001[00-03]
- LMB-00001[01-03]
- LMB-00001[02-03]
- LMB-00001[03-03]

- Cover
- Attachment 1
- Attachment 2
- Attachment 3

**Imginfo Table Data in TXT format**

```
Imgtag|Defdir|imgfiles|Pages
"LMB-00001[00-03]"|@|crown\box01\00001\001|"00000000{1-2}.TIF"|2"
"LMB-00001[01-03]"|@|crown\box01\00001\011|"00000001.TIF"|4"
"LMB-00001[02-03]"|@|crown\box01\00001\021|"00000000{1-2}.TIF"|2"
"LMB-00001[03-03]"|@|crown\box01\00001\031|"00000000{1-2}.TIF"|2"
```

Tab Delimiters to be used:

- Field Separator = | (stick or pipe)
- Quote Character = " (double quotes or @ symbol)
- Multi-Entry Delimiter = ; (semi-colon)
- Value in Data = ~ (tilde)

8. Adhere to the Docid standard in the Summation Standard Protocol. The number of digits for the docid can be 5 or 6. The number of digits in the attachments can be 2 [00-00] or 3 [000-000]
9. Scan images to 300 x 300 dpi;
10. De-speck and de-skew image, where required;
11. Check each page scanned for quality control;
12. Where required, slipsheet/separate Cover (Parent) and attachments (Child) documents as required..

The acceptable margin of error is 1%.

## ANNEX "B"

## BASIS OF PAYMENT

1. In consideration of the Contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid all-inclusive per diem rates stipulated in the call-up as indicated below:

STREAM 1	All-Inclusive Per Diem Rate (CDN\$) Upon award until March 31, 2019 (Initial SOA Period)	All-Inclusive Per Diem Rate (CDN\$) April 1, 2019 to March 31, 2020 OPTION YEAR 1	All-Inclusive Per Diem Rate (CDN\$) April 1, 2020 to March 31, 2021 OPTION YEAR 2
Research Analysis	\$	\$	\$
Research Services	\$	\$	\$
Document Management	\$	\$	\$

STREAM 2	All-Inclusive Per Diem Rate (CDN\$) Upon award until March 31, 2019 (Initial SOA Period)	All-Inclusive Per Diem Rate (CDN\$) April 1, 2019 to March 31, 2020 OPTION YEAR 1	All-Inclusive Per Diem Rate (CDN\$) April 1, 2020 to March 31, 2021 OPTION YEAR 2
Research Services	\$	\$	\$
Document Management	\$	\$	\$

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST and IT SECURITY SAFEGUARD REQUIREMENTS

**RECEIVED**  
 Government of Canada / Gouvernement du Canada  
 AUG 17 2016  
 Contract Number / Numéro du contrat: 1009183763R  
 Security Classification / Classification de sécurité: UNCLASSIFIED

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

Originating Government Department or Organization / Ministère du organisme gouvernemental d'origine: Aboriginal Affairs and Northern Development Canada  
 a) Subcontract Number / Numéro du contrat de sous-traitance: 2. Branch or Directorate / Direction générale ou Direction Security  
 b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

Brief Description of Work / Brevue description du travail  
 Report for Research Analysis, Research Services and Document Agent

a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?  No  Yes  
 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?  No  Yes  
 c) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que ses employés ont-ils besoin de renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
 d) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes?  No  Yes  
 e) Is there a commercial charter or delivery requirement with no overnight storage? / Y a-t-il un contrat de renseignements ou de livraison commerciale sans entreposage de nuit?  No  Yes  
 f) 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 / Étranger  
 g) Release restrictions / Restrictions relatives à la diffusion:  
 -  All NATO countries / Tous les pays de l'OTAN  
 -  No release restrictions / Aucune restriction relative à la diffusion  
 Restricted to: / Limité à:   
 Specify country(ies) / Préciser le(s) pays:   
 h) Level of Information / Niveau d'information:  
 -  PROTECTED A / PROTÉGÉ A  
 -  PROTECTED B / PROTÉGÉ B  
 -  PROTECTED C / PROTÉGÉ C  
 -  CONFIDENTIAL / CONFIDENTIEL  
 -  SECRET / SECRET  
 -  COSMIC TOP SECRET / TRÈS SECRET  
 -  OP SECRET / TRÈS SECRET (SIGINT)  
 -  CP SECRET (SIGINT) / TRÈS SECRET (SIGINT)

BS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité: UNCLASSIFIED





Contract Number / Numéro du contrat  
1000183752R  
Security Classification / Classification de sécurité  
UNCLASSIFIED

1. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
/ Oui  Non  Oui

1.a) If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:  
1. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes  
/ Oui  Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

0. 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"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.  
1. b) May unclassified personnel be used for portions of the work?  
Du personnel sans information sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
/ Oui  Non  Oui  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes  
/ Oui  Non  Oui

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

1. 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 opérations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes  
/ Oui  Non  Oui

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

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

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

TBS/SC 380-103(2004/12)  
Security Classification / Classification de sécurité  
UNCLASSIFIED





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

1000163752R  
 UNCLASSIFIED  
 Security Classification / Classification de sécurité

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 / PROTÉGÉE		CLASSIFIED / CLASSIFIÉ		NATO				COMSEC				
	A	B	C	SECRET	TOP SECRET	NATO Restricted	NATO Confidential	NATO Secret	COMSEC Top Secret	COMSEC Secret	COMSEC Confidential	COMSEC Secret	TOP SECRET
Information / Informations													
Documents / Documents													
IT Assets / Actifs IT													
IT Users / Utilisateurs IT													
IT Infrastructure / Infrastructure IT													

12. a) In the description of the work contained within this SRCL be 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 amending 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 amending 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 jointées).



# Aboriginal Affairs and Northern Development Canada

## IT Security Safeguard Requirements

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**Contractor Name**  
**Contract Number**      **1000183752-R**  
**Document Number:**  
**Date:**                      **17 August 2016**  
**Designation / Classification**      **Unclassified**

**Overview**

In accordance with the Security Requirement Checklist (SRCL) for contract 1000183752-R, the contractor will access, store and transmit up to, Protected B data. It is the contractor's responsibility to ensure that this information remains secure at all times by complying with the Treasury Board's Policy on Government Security (PGS) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=16578>), the Management of Information Technology Security Standard (MITS) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328&section=text>) and Aboriginal Affairs and Northern Development Canada's (AANDC) Information Security Requirements listed within this document.

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

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

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

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



IT Security Requirements Contract # 1000183752-R Unclassified

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

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

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

### Physical Storage of Departmental Data

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

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

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**Electronic Transmission of Departmental Data**

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

Note: The department has Certified and Accredited its remote connectivity services for access to and/or transmission of information up to Protected B. AANDC accepts any residual risk for their use during the contract. Therefore, an IT inspection by PWGSC to verify remote access services is not required.

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

**IT Security Requirements Contract # 1000183752-R Unclassified**

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

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

**Remote Connectivity to the AANDC Network**

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

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

Note: The department has Certified and Accredited its remote connectivity services for access to and/or transmission of information up to Protected B. AANDC accepts any residual risk for their use during the contract. Therefore, an IT inspection by PWGSC to verify remote access services is not required.

 <b>Government of Canada</b> Gouvernement du Canada	<b>RECEIVED</b> AOUC 17 2016	Contract Number / Numéro du contrat 1000183752S
	Security Classification / Classification de sécurité UNCLASSIFIED	

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

Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Development Canada	2. Branch or Directorate / Direction générale ou Direction Security
a) Subcontract Number / Numéro du contrat de sous-traitance 3. 5) Name and Address of Subcontractor / Nom et adresse du sous-traitant	

Brief Description of Work / Brève description du travail  
 Request for Research Analysis, Research Sites and Document Mgmt

a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/>	No <input type="checkbox"/> Non <input type="checkbox"/>	Yes <input type="checkbox"/> Oui <input type="checkbox"/>
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 <input type="checkbox"/> Non <input type="checkbox"/>	Yes <input type="checkbox"/> Oui <input type="checkbox"/>
Indicate the type of access required / Indiquer le type d'accès requis			
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 <input type="checkbox"/> Non <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> Oui <input checked="" type="checkbox"/>
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 type="checkbox"/>	No <input type="checkbox"/> Non <input type="checkbox"/>	Yes <input type="checkbox"/> Oui <input type="checkbox"/>
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 <input type="checkbox"/> Non <input type="checkbox"/>	Yes <input type="checkbox"/> Oui <input type="checkbox"/>
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"/>	
b) Release restrictions / Restrictions relatives à la diffusion			
to release restrictions à une restriction relative à la diffusion	<input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
not releasable n'est pas diffusé	<input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>
restricted to: / Limité à: <input type="checkbox"/>			Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>

c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A	<input type="checkbox"/> NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B PROTÉGÉ B	<input type="checkbox"/> NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C PROTÉGÉ C	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET <input type="checkbox"/>
SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET	<input type="checkbox"/>
TRÈS SECRET	<input type="checkbox"/>
TRÈS SECRET (SIGINT)	<input type="checkbox"/>
TRÈS SECRET (SIGINT)	<input type="checkbox"/>

Contract Number / Numéro du contrat 1000183782S
Security Classification / Classification de sécurité UNCLASSIFIED

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.

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 de document:

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

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

Special comments:  
Commentaires spéciaux:

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

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans sélection 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

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 Non	<input 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 opérations de 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 A 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 Non	<input type="checkbox"/> Yes Oui
---	-------------------------------------

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Existe-t-il un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
---	-------------------------------------

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Government of Canada  
 Gouvernement du Canada

Contract Number / Numéro du contrat  
 10001637525  
 Security Classification / Classification de sécurité  
 UNCLASSIFIED

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

Country / Pays	Niveau de PROTEGE		CLASSIFIED / CLASSIFIÉ		NATO		COVENS						
	A	B / C	Confidential / Confidentiel	Secret / Secret	NATO Reference / Référence	NATO Category / Catégorie	Confidential / Confidentiel	Secret / Secret	Top Secret / Très Secret	Accession / Accès	Prohibit / Prohibit	Secret / Secret	Top Secret / Très Secret
Information / Informations													
Personnel / Personnel													
IT / IT													
Physical / Physique													
Other / Autre													

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par le présent LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non  Yes / Oui

If Yes, classify this form by enclosing 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 enclosing 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).

Contract Security Division

1000183752/15  
SECRET

13. Organization Address / Agency / Change de profil de l'organisme Name / Nom - From the issuing authority / De l'autorité émettrice Address / Adresse Contact / Contact Telephone No. - N° de téléphone / 619-922-1872 Fax / Télécopieur / 619-922-1878		14. Organization Security Authority / Responsable de la sécurité de l'organisme Name / Nom (for letters resulting from this contract) / Nom (pour les lettres résultant de ce contrat) Telephone No. - N° de téléphone / 604-953-2274 Fax / Télécopieur / 604-953-2274	
15. Point of contact / Personne à contacter Name / Nom (for letters resulting from this contract) / Nom (pour les lettres résultant de ce contrat) Telephone No. - N° de téléphone / 604-953-2274 Fax / Télécopieur / 604-953-2274		16. Point of contact / Personne à contacter Name / Nom (for letters resulting from this contract) / Nom (pour les lettres résultant de ce contrat) Telephone No. - N° de téléphone / 604-953-2274 Fax / Télécopieur / 604-953-2274	
17. Contract Security Officer / Responsable de la sécurité de ce contrat Name / Nom (for letters resulting from this contract) / Nom (pour les lettres résultant de ce contrat) Telephone No. - N° de téléphone / 604-953-2274 Fax / Télécopieur / 604-953-2274		18. Contract Security Officer / Responsable de la sécurité de ce contrat Name / Nom (for letters resulting from this contract) / Nom (pour les lettres résultant de ce contrat) Telephone No. - N° de téléphone / 604-953-2274 Fax / Télécopieur / 604-953-2274	

*MBuy*  
*July 12/01*

AUG 16 2010

*Julia Pa. Ekant Pless*  
*81-994-7304/819-953-7771*  
*Edmonton address*

*gru 8/16/10*

Contract Security Division  
Contract Security Officer, Contract Security Division  
Anna Kulycka  
Tel: 604-953-2256 / Fax: 604-953-2274

Contract Security Division

Contract Security Division

Canada



ANNEX "D"

**GREENING GOVERNMENT OPERATIONS**  
Greening Government Operations

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

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

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

General

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

Travel

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

Paper Consumption

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

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](https://www.tpsgc-pwgsc.gc.ca/AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca) or by contacting [AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca](mailto:AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca).
- b) It is desirable that the Offeror, in the provisioning of services, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Offeror or procured by the Offeror for Government of Canada customers.
- c) The Offeror is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Offeror and used to deliver the Service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.

**ANNEX "E"**  
**INDEPENDENT BID DETERMINATION – CERTIFICATION**  
**(MUST BE SUBMITTED WITH THE PROPOSAL)**

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
  - 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 "F" RESEARCH PLANNING AND ASSESSMENT TASK

### Option 1 for NCR: Historic Treaty Case

#### Introduction and Instructions

The purpose of this exercise is to test the bidder's ability to plan and assess research requirements to locate and collect all relevant documents related to a fictitious 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 document (maximum 5 pages) based on the facts of the fictitious case as provided below.

The document 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 (do not provide actual file numbers);
- the methodology for reviewing the sources, copying relevant documents, identifying and removing duplicates and entering images or native format versions into a database, and;
- the manner in which work completed will be tracked.

**NOTE:** Although the First Nation, treaty 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 Victor Norman and the Council of the Blue Rock River First Nation, representing all members of the Blue Rock First Nation v. The Attorney General of Canada (T-2016-25)

#### Factual Summary

The above noted claim was filed in the Federal Court (Trial Division) on September 3, 2016. The following factual allegations have been made:

1. The Blue Rock First Nation occupies a reserve in southern Ontario.
2. In 1853, the ancestors of the Blue Rock First Nation signed the Greystone Treaty (hereinafter referred to as the Treaty). The Treaty provided certain lands be set aside for the creation of what is now the First Nations' reserve. The Treaty also provided treaty annuity payments of five dollars per annum for each man, woman and child. Additionally the treaty contains the following clause:

"Her Majesty graciously agrees to provide assistance to the elderly of the tribe in order that they may live out a comfortable life."

3. In January 2012 the Blue Rock First Nation requested funding so that a seniors residence could be built on the reserve. This funding request was rejected by INAC.
4. The Blue Rock First Nation now alleges that the funding for a seniors residence is a treaty obligation and that INAC has breached this obligation by refusing to provide the requested funding.
5. The First Nation seeks the full amount of the requested funding plus damages for breach of treaty.

Option 2 for NCR and only Option for CALGARY: Oil and Gas 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 an "Oil and Gas" 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, identifying and removing duplicates and entering images or native format versions into a database, 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 Jordan and the Council of the Sundown First Nation, representing all members of the Sundown First Nation v. The Attorney General of Canada (T-2016-567)*

Factual Summary

The Chief and Council of the Sundown First Nation filed a Statement of Claim in the Federal Court (Trial Division) on May 20, 2016. The following factual allegations have been made:

1. In 1950, the Sundown First Nation surrendered their petroleum rights to the Crown, to manage and operate the lands and the disposal and sale of the minerals contained therein.
2. The surface lease rentals and bonuses were too low.
3. A subsurface lease was issued in 1970. The royalty rates were miscalculated.
4. The Crown authorized the petroleum producer to take improper gas cost allowance deductions from the gas produced from the reserve.
5. Only gas was produced from the Reserve. Gas production from the Reserve finished in 1989.
6. The First Nation claims:
  - a) Damages in the amount of \$1 million brought forward from 1950 to the present using full compound interest and costs of this action.

Scénario pour plan de recherche – Volet Québec « Tribunal des revendications particulières »

Introduction et consignes

Cet exercice a pour but d'évaluer la capacité des soumissionnaires à créer un plan de recherche afin de recueillir tous documents pertinents détenus par le Canada dans un cas de « revendication particulière ». La collection de documents en résultant sera utilisée par le Ministère de la Justice dans la préparation de la défense du Canada. Il faut aussi assurer que le Canada respecte son obligation légale de divulguer tous documents pertinents.

Les soumissionnaires doivent rédiger un plan de recherche d'un maximum de cinq (5) pages sur la base des faits entourant la cause fictive ci-dessous.

Le plan de recherche doit identifier :

- L'étendue de la recherche (questions clés, période historique, échéanciers prévus) ;
- Les critères qui détermineront la pertinence des documents qui seront retenus (comment le soumissionnaire évalue la pertinence des documents relativement à l'enjeu, quels types d'information ou de documents sont pertinents) ;
- Les sources à être dépouillées et leur localisation (sans pour autant fournir de vrais numéros de dossiers) ;
- La méthodologie concernant : le dépouillement des sources, la reproduction des documents pertinents, l'identification des duplicatas et leur retrait, l'entrée des documents et images dans une base de données ;
- La manière dont le travail accompli sera suivi et répertorié.

NOTE : Même si la mise en situation et les éléments la constituant sont fictifs, les sources et types de documents doivent être considérés comme existant réellement.

La cause

*Chef Bernard Simoneau et le conseil de la Première Nation de la Baie-des-Achigans, représentant les membres de la Première Nation de la Baie-des-Achigans c. le Procureur général du Canada (SCT-2020-16)*

Sommaire de la cause fictive

Le Chef et le conseil de bande représentant les membres de la Première Nation algonquine de la Baie-des-Achigans ont déposé la revendication ci-dessus au Tribunal des revendications particulières le 11 septembre 2016. La Première Nation allègue les faits suivants :

- 1- La Première Nation algonquine *weskarini* de la Baie-des-Achigans occupe présentement une réserve de 2800 acres, créée en 1866, dans l'est de l'Outaouais.
- 2- Jusqu'à la création de la réserve, la Première Nation occupait un territoire de 5000 acres avoisinant la paroisse catholique sulpicienne Notre-Dame-de-Sainte-Nation. Ce territoire est en proximité immédiate avec la Seigneurie de Sainte-Nation et chevauchait ses limites.
- 3- La paroisse Notre-Dame-de-Sainte-Nation s'est fait concéder des terres en roture par le seigneur de Sainte-Nation lors de la construction de sa première chapelle, en 1820. Le clergé aurait cohabité en voisinage avec la Première Nation de la Baie-des-Achigans dans le cadre de sa mission.
- 4- Les Sulpiciens exploitaient les terres en récoltant différentes variétés de cultures locales

destinées au commerce. La Première Nation allègue avoir autant exploité les ressources locales que le clergé, pour fins de subsistance, et estime avoir perdu l'accès à une grande quantité de ressources lors de la création de la réserve.

- 5- La proximité de la rivière des Outaouais, accessible pour les embarcations par un seul endroit de la Baie-des-Achigans, qui est extrêmement rocailleuse, est fondamentale pour les déplacements et les pêcheries la Première Nation. Cette section de la Baie est exclue de la réserve créée en 1866, accentuant la perte de jouissance des terres de la Première Nation.
- 6- La Première Nation allègue que les pertes foncières et de revenus subies depuis 1866, relativement aux terres de la mission Notre-Dame-de-Sainte-Nation, sont attribuables aux manquements de la Couronne fédérale à ses obligations légales, statutaires et de fiduciaire à l'égard des Algonquins et de leurs terres.
- 7- Les Algonquins de la Baie-des-Achigans allèguent également avoir été victimes d'un manquement de la Couronne lors de l'octroi de la roture à la Paroisse Notre-Dame-de-Sainte-Nation, qui devenait alors bénéficiaire de terres sur lesquels la Première Nation avait des droits.
- 8- La Première Nation réclame :
  - a. Des dommages-intérêts pour un montant de 6 590 000 \$ pour les pertes occasionnées par l'insuffisance des terres de 1866 à 2016, utilisant un intérêt composé ainsi que les coûts associés au procès de cette cause.
  - b. Une compensation pour la perte du territoire de 2200 acres, qui pourrait être considérée comme la vente de cette portion perdue de la réserve.

La Première Nation a soumis sa revendication à la Direction générale des revendications particulières des Affaires autochtones et du Nord Canada le 25 février 2013. La revendication a été rejetée le 22 juin 2016.



ANNEX "G"  
DATABASE TASK DOCUMENTS

11-11-1900  
 176352  
 Daily Deb. 1888-1900  
 DEPARTMENT OF INDIAN AFFAIRS,  
 OTTAWA, ONT.  
 Dear Sir:-  
 Will you please permit a telephone line to be constructed on the Indian Reserve marked as 11111 on the map, at the mouth of the Spanish River? The line will extend over this reserve for a distance of about three (3) miles from the Sibley & Spanish River and Sibley Company's Boom Camp across the reserve to their mill on the line will not incur any expense as it will be built on the reserve, or which the point is company, and will be of sufficient height to not interfere with travel. It is in any way and will be of great benefit to the people living or doing business in the vicinity of the mill or settling grounds and is intended to have the line from Spanish Station to the Spanish Mill via the company's Boom Camp as will save to build it on the Indian reserve.  
 An early reply will be appreciated.  
 Yours truly,  
 E. A. Micken

ENGLISH ARCHIVES. (NO 10, VOLUME 2874, FILE 176,152)  
 PUBLIC ARCHIVES  
 ARCHIVES PUBLIQUES  
 CANADA

AAA-0001

171 212.

LETTER 139 REPLY 1894

29  
OTTAWA MON. JULY 1894.

SIR-

I enclose copy of letter from Mr. A. H. Milligan of Massey Station, applying for permission to construct on the Ogishish River Indian Reserve a Telegraph line. You will be well enough to obtain a sanction from the Land of Ontario of the land surveyor's office <sup>land</sup> this <sup>office</sup> ~~office~~ per annum should be charged for the privilege, and also station that height the wire on the poles shall be above the water line on the river to enable boats to pass freely.

When forwarding the sanction, you will likewise be good enough to state whether you would recommend the privilege should be granted, and *with the privilege*

*to be used for the purpose of the line*

Your obedient servant

W. W. BROWN

Deputy Superintendent General of Indian Affairs.

S. W. BROWN, Esq.

Chief of Department.

Department of Indian Affairs.

Ottawa

*10/10*

Indian Affairs. 180 10, Volume 2874, File 176, 3527

PUBLIC ARCHIVES  
ARCHIVES PUBLIQUES  
CANADA

AAA-0002

174 224

ER

THIS LETTER HAS BEEN SENT

Ottawa <sup>224</sup> ~~224~~ July 1966

Sir,

In reply to your letter of the 24th Instant, I beg to inform you that the Department is in correspondence with the Superintendent (now, of Hamilton) on the subject of your application for permission to construct a telephone line on the Spanish River Indian Reserve, and as soon as he is heard from you will be further advised.

Your obedient servant

W. DAVYD REED  
Deputy Superintendent (General)  
of Indian Affairs.

144

*Handwritten signature/initials*

E. D. Millen, Esq.

Que. by Mission  
Ott.

*Handwritten initials*

Indian Affairs, (HQ. 18, Volume 2874, File 176, 351)  
PUBLIC ARCHIVES  
ARCHIVES PUBLIQUES  
CANADA

AAA-0003

176829 196352



Indian Affairs  
Maintenance  
August 1st 1896

Mr. [unclear]  
[unclear]  
[unclear]  
[unclear]

I have the honor to acknowledge  
Receipt of yours of 29<sup>th</sup> July No 176,352  
with letter from Mr. S. O. Miller with reference  
to a telephone line across the prairie  
from Indian Reserve, and in reply as  
it will cause me to be told that the cost  
is about \$4000 to put it all together  
at present. While if the same can  
be put forward and that the Indians  
are being paid the cost will be  
made here. Should you wish me to  
go up at once please telegraph and  
I will start at once (no time to be in a hurry)  
I have the honor

Yours  
sincerely

James O. [unclear]

The Deputy Commissioner  
Indian Affairs,  
Ottawa,

INDIAN AFFAIRS, (B6) 10, VOLUME 2874, FILE 176,352

PUBLIC ARCHIVES  
ARCHIVES PUBLIQUES  
CANADA

AAA-0004

Spanish Biver 828207  
 14th Sept, 1880  
 Capt Murray's command  
 Dear Sir  
 I am instructed  
 to inform you that the  
 Indians of the Spanish Biver  
 Reserve, & the Spanish Biver  
 Agency do not wish to have  
 a telephone through their  
 Reserve.



Yours truly  
 John D. Smith  
 Chief

W. J. Smith  
 1880

Indian Affairs, 1880, Volume 2874, File 176.3521

PUBLIC ARCHIVES  
 ARCHIVES PUBLIQUES  
 CANADA

AAA-0005



  
 7/6  
 1850  
 71 252  
 Shaha aff  
 Munitawana  
 Sept 26<sup>th</sup> 1876

Sir I have the honor to acknowledge receipt of yours of 1<sup>st</sup> instant No 176.352 with reference to the building of a telegraph line to the Spanish Mills and would be very sorry that on the 20<sup>th</sup> August Messrs Higginson Messinger & the Spanish Mills Party, and he personally gave his opinion to the building of the line but said he would see the Indians and Britnoria a few days with a view to the Council of the Board. Since I returned home I have had little reference to allow the Company to visit the telegraph line which I would have done, but since the taking they refuse as the line will not improve the business the least and will be a great benefit to the Spanish Mills Company the Indians and as far as

The Deputy Superintendent  
 Indian Affairs  
 Ottawa.

Indian Affairs. (RS 10, Volume 2874, File 176.352)

PUBLIC ARCHIVES  
ARCHIVES PUBLIQUES  
CANADA

AAA-0006

176277

As paying Rent for the use of  
 the Land the Company are now  
 paying 8 round Rent made there  
 Land which ought to be left free  
 and as an act of justice they should  
 be allowed the privilege of building  
 the town from West to the  
 height of the Tide. It is impossible  
 for me to say what should be done  
 that could be left with them to act  
 upon as they are well aware that they  
 cannot obtain Navigation on the  
 Channel which is called Little Detroit  
 and through which all Steam boats  
 and boats pass to pass and it  
 only holds a mile from the Mills.

Since writing the above I have  
 received a letter from the Duke in  
 which he says he and the Duke  
 will meet on the 13th of June early  
 next month with reference to this  
 and other matters (I presume) and  
 endeavor to meet them

Yours the Duke

Ltd

James Oglethorpe  
 W. M. P. O.

Indian Affairs, BGE 10, Volume 2874, File 176,3521

PUBLIC ARCHIVES  
 ARCHIVES PUBLIQUES  
 CANADA

AAA-0006

176 300-

723 177-115 1809 1025

Ottawa 6th October 1874.

Sir-

In reply to your letter of the 26th ultimo, enclosing letter from the Chief of the Quakab River Band, requesting to allow the construction of a telegraph line on the Reserve as stated by Mr. G. Miller, in his letter of the 24th of July last, I beg to inform you that it is desirable that you should see the Indians personally on the next occasion of your visiting the Reserve and endeavour, if possible, to obtain their consent, as the construction of the Telegraph line will, in no way, interfere with the Reserve.

Your obedient servant,

Wm. Halliday

Deputy Superintendent General  
of Indian Affairs.

D. W. Buchanan

Indian Superintendent,  
Moosehide Bay.

Oct.

176  
1025

Indian Affairs, 180 10, Volume 2874, Film 176,351

PUBLIC ARCHIVES  
ARCHIVES PUBLIQUES  
CANADA

AAA-0007



161387 1-16-57  
 W.L. Street from Petition from  
 Lords of Laganook Res - Spanish  
 Ranch  
 Original on file 134885  
 x x x  
 That the Spanish River  
 Lumber Company have  
 trespassed on our Reserve  
 and built a telephone  
 line against our wishes  
 and pray that it may  
 be removed.  
 x x  
 (Signed) <sup>for</sup> Ch. Laganook  
 Mark & others



Indian Affairs, (MS 19, Volume 2874, File 176, 352)  
 PUBLIC ARCHIVES  
 ARCHIVES PUBLIQUES  
 CANADA

AAA-0008

190382

7/1/1904  
 190382  
 190382

175 St. Ross Esq.  
 Indian Superintendent,  
 Manitowaning, Ont.  
 Dec. 30<sup>th</sup> 1900

Sir,

I beg to inform you that Chief Seewun-ah of the Engwamok Band of Spanish River Indians, has informed the Department that the Spanish River Lumber Co. have prepared on their Reserve and built a telephone line against their wishes and pay for its rental.

In the connection I have to refer you to your letter of 24<sup>th</sup> September in which you state that the Chief and other Indians were to meet you on the Reserve with regard to this matter which matter you also to letter of 6<sup>th</sup> October with reference to obtaining the consent of the Indians.

As you have not reported to the Department the results of this conference kindly do so at once, and state whether you are personally aware that the line has been constructed, and if so by whom?

Yours faithfully,  
 HAYTER REED  
 Chief, Sisseton.

Sagunawon Dault -  
 Spanish River Indian.  
 Dec. 30 1900

With reference to your report about telephone line I have to state that the matter is deserving attention and you will be further advised after full inquiry has been made.

Yours faithfully,  
 HAYTER REED

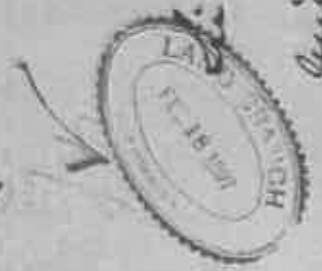
INDIAN ARCHIVES, INC 19, VOLUME 2876, FILE 176, 3521

PUBLIC ARCHIVES  
 ARCHIVES PUBLIQUES  
 CANADA

AAA-0009

176352  
Indian Affairs  
Montreal  
February 13<sup>th</sup> 1897

188377  
736/



I have the honor to acknowledge receipt of yours of same date but for "Special Notice" referring to official letter of date Dec 24<sup>th</sup> 96, file 176352. And would be perfectly sure that I can find no such letter on file in this office. However I have one of date March 26<sup>th</sup> 1896 with reference to the telephone being built to the Spanish River Mills.

I would respectfully report that on the 28<sup>th</sup> day of August last I saw Chief John Chiswick on the Spanish River and spoke to him about the telephone being built to the Spanish River Mills. He then told me that he had no objection and that he would see Chief Moysey (1897) of Logansport and ask him also to consent. The Deputy Superintendent  
Indian Affairs,  
Ottawa.

Indian Affairs. (MS 18, Volume 2074, File 176.352)

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(2)

183377

Council on the 10th betw. bet the  
 late James Chief was in my office  
 with Mr. Hudson of the General Store  
 Mills and he also also Council to  
 the Phoenix at the mill and  
 said when he returned home he made  
 call a Council here a basket  
 passed and found to be planning  
 the village to be built since  
 then I heard nothing from him until  
 I was paying him and his Band at  
 LaSalle on the 1st inst. when the same  
 he returned to the Chief  
 for the purpose to his former's when  
 I was in office. he admitted to what he  
 then said before the Indians. He  
 said that the building of the line  
 would save him all light if the  
 Council had been asked before the  
 line was put up. but that during  
 the Chief's absence from home the  
 the line was put in operation and  
 as that account they objected it

Indian Affairs. (MS 10, Volume 2876, File 176.152)

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(3) 183377

on the late date July 1st Salomon  
 Chief of the Liiswah at the Opawich  
 Kinnas he admitted giving his  
 consent in August last. All the  
 Indians admit that the line was  
 put in by the Nelson in any way  
 but they put it in account of it  
 being built before their ancestors  
 Council had been at this. It is  
 understood to print out of them as  
 nearly as possible and that the  
 Company had been good to them and  
 always used them well. Which they  
 Admitt: the Chief promised to  
 better see and engaged to be so  
 and from him

John Thompson

do

do

James H. H. H.

James H. H.

Indian Affairs. (MS. 10, Volume 3874, P. 176, 352)

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