



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

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À :**

**Bids must be submitted by email and must be submitted ONLY to the following email address:**

**Les soumissions doivent être présentées par courriel et UNIQUEMENT à l'adresse suivante :**

[soumission.bid@aadnc-aandc.gc.ca](mailto:soumission.bid@aadnc-aandc.gc.ca)

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

**Proposal to DIAND:**

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

**Proposition aux MAINC:**

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

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

Title - Titre <b>Research Analysis, Research Services and Document Management</b>	
Solicitation Number - Numéro de l'invitation <b>1000184652A</b>	
Date (YYYYMMDD) - Date (AAAAMMJJ) <b>2017-05-01</b>	
Solicitation Closes - L'invitation prend fin At - À <b>10:00</b>	Time Zone - Fuseau horaire <b>Pacific Daylight Time (PDT)</b>
On (YYYYMMDD) - Le (AAAAMMJJ) <b>2017-06-12</b>	
<b>Standing Offer Authority - L'autorité d'offre à commande</b>	
Name - Nom <b>Kim Fletcher</b>	
Telephone Number - Numéro de téléphone <b>(604) 616-4341</b>	
Facsimile Number - Numéro de télécopieur <b>(604) 666-2485</b>	
Email Address - Courriel <b>kim.fletcher@aadnc-aandc.gc.ca</b>	
Destination(s) of Services - Destination(s) des services <b>Vancouver, BC</b>	
Security - Sécurité <b>THIS REQUEST INCLUDES SECURITY PROVISIONS</b>	
<b>Instructions:</b> See Herein - Voir aux présentes	
<b>Delivery Required - Livraison exigée :</b> See Herein - Voir aux présentes	
<b>Person Authorized to sign on behalf of Vendor/Firm Personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b>	
Name - Raison sociale	
Title - Titre	

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**April 2016 Request for Standing Offers Template (RFSO)**

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**TITLE:** RESEARCH ANALYSIS, RESEARCH SERVICES AND DOCUMENT MANAGEMENT - PSAB

This request for standing offers (RFSO) cancels and supersedes previous RFSO number 1000184652 dated 2017-02-24 with a closing of 2017-04-13 at 10:00 Pacific Daylight Time.

## **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; and  
  
                      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, and any other annexes.

### **1.2 Summary**

- 1.2.1            In the delivery of its responsibilities, the Litigation Management and Resolution Branch (LMRB) of the Department of Indian Affairs and Northern Development (DIAND) has an ongoing need for the determination and planning of research requirements arising in litigation and the analysis and written presentation of documentary evidence from historical sources, government records, past and present DIAND Program personnel and various professionals within the field.

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As such, LMRB is seeking a number of suppliers to provide Research Analysis, Research Service and Document Management Services on an as and when required basis in Vancouver, BC.

There are two streams of work for services are required: Stream 1: Research Analysis, Research Services and Document Management, and Stream 2: Research Services and Document Management.

The Standing Offer Agreements (SOAs) resulting from this RFSO process will continue from SOA award date to March 31, 2019, with three additional option extensions of one (1) year each.

- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).
- 1.2.3 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.
- 1.2.4 **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.](#)"**

**This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.**

**Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.**

- 1.2.5 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 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](#)

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[Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

#### **1.4. Debriefings**

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

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

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

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## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (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

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offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit DIAND to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by DIAND of a Standing Offer and Call-up Authority to successful suppliers and to sections within the department to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. DIAND may make one or several call-ups against a standing offer."

- c) Section 03 is amended as follows:
- Delete: "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16"
- d) Section 05, Subsection 2 is amended as follows and renumbered accordingly:
- Delete: d. "send its offer only to PWGSC Bid Receiving Unit specified on page 1 of the RFSO or to the address specified in the RFSO. The facsimile number and related instructions for offers transmitted by facsimile are provided in section 08";
- Insert: d. "send its offer only to the Bid Receiving Address specified on page 1 of the RFSO";
- Delete: e. "ensure that the Offeror's name, return address, RFSO number, and RFSO closing date and time are clearly visible on the envelope or the parcel(s) containing the offer"
- e) Section 05, Subsection 4 is amended as follows:
- Delete: 60 days  
 Insert: 180 days
- f) Section 08 is amended as follows:
- Delete: Subsections 1 - 3
- Insert: Due to the nature of the RFSO, offers transmitted by facsimile to DIAND will not be accepted.
- g) Section 12, Subsection 1 is amended as follows and renumbered accordingly:
- Delete:
- a. the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement;
- b. an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or



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subcontractor ineligible to submit an offer on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

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

Delete.

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

Insert:

1. “A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable; and

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- d. the name of the joint venture, if applicable.
  - 2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
  - 3. The offer and any resulting standing offer must be signed by all the members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.”
- i) Section 20 is amended as follows:

Delete: Subsection 2.

**2.2 Submission of Offers**

- 2.2.1** Offers (and any amendments thereto) must be submitted only by Email to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date and time 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** Offers (and any amendments thereto) received after the RFSO closing date and time will **not** be accepted.
- 2.2.3** The total size of the Email, including all attachments, must not exceed 15 megabytes (MB). It is each Offerors responsibility to ensure that the total size of the Email does not exceed this limit.

It is important to note that Email systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of Emails. It is solely the Offerors responsibility to ensure that the Standing Offer Authority receives an offer on time, in the mailbox that has been identified for offer receipt purposes. Date stamps for this form of transmission are not acceptable.

**2.2.4 Email Submissions**

In the Email containing their offer, Offerors must clearly identify the RFSO number in the Subject Line and must clearly identify the following in the body of the Email:

- Standing Offer Authority:
- Closing Date:
- Offeror’s Name and Address
- “*Offer Documents Attached*”

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### **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 answers to the questions and, as applicable, the information required has 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:

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- a. name of former public servant; and
- 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; and
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

**2.4 Enquiries - Request for Standing Offers**

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

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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 the Province of British Columbia.

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

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

### **3.1 Offer Preparation Instructions**

Canada requests that Offerors provide their offer as separate attachments to their Email as follows:

Attachment I: Technical Offer in .pdf format

Attachment II: Financial Offer in .pdf format

Attachment III: Certifications

#### **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 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**

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- 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 Evaluation Methodology**

- 4.1.1** Offerors **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 Standing Offer (RFSO). It is the sole responsibility of Offerors to provide sufficient information within their Proposal to enable DIAND to complete its evaluation.
- 4.1.2** Offerors **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 An Offeror 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 Offeror's website **will not** be considered by the DIAND Evaluation Committee.
- 4.1.3** To meet the requirements described herein, the experience of the Offeror **MUST** be work for which the Offeror provided services to clients exterior to the Offeror'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.
- 4.1.4** Research done to fulfill an academic requirement **does not** qualify as professional work experience. However, paid research that is done in an educational setting or for an entity that is affiliated with an academic institution **does** qualify as professional work experience. Co-op terms are considered work experience provided they are related to the required services.
- 4.1.5** **Listing experience without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.** Offerors are advised that the month(s) of individual Resource experience listed for a project in which the time frame overlaps that of another referenced project for the same named Resource will only be counted once. For example: Project #1 time frame is July 2013 to December 2013; Project #2 time frame is October 2013 to January 2014; the total months of experience for these two project references is seven (7) months. Also note that months of full time professional work experience is defined as months in which the Offeror worked a minimum of fifteen

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8-hour days in a month.

- 4.1.6 Selection and evaluation is based on a “rules of evidence” approach, such that the Offeror’s Proposal is the sole demonstration of the Offeror’s capacity to fulfill the requirement, as described within the RFSO. No prior knowledge of or experience with the Offeror on the part of the DIAND Bid Evaluation Committee will be taken into consideration.
- 4.1.7 Offerors may propose against **either or both** of the following Service Streams:
- **Stream 1** – Research Analysis, Research Services and Document Management; **OR**
  - **Stream 2** – Research Services and Document Management.

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

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

#### **4.2 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.

##### **4.2.1. Technical Evaluation**

###### **4.2.1.1 Mandatory Technical Criteria**

An Offeror’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 Offeror 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 following set of Mandatory Requirements.***

<b>Stream 1 – Research Analysis, Research Services and Document Management</b>		
<b>Mandatory Requirement</b>	<b>Page</b>	<b>COMPLIANT (YES/NO)</b>
<p><b>M1 Proposed Resource(s)</b></p> <p>The Offeror <b>MUST</b> propose one or more resources, who meet all of DIAND’s minimum qualification requirements for the <b>Research Analysis, Research Services and Document Management</b> Resource category, as described in section 8.1 ‘Resource</p>		

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<p>Categories and Qualifications’ of Annex ‘D’, Statement of Work and as indicated below:</p> <p>A post-secondary degree in the humanities or social sciences in a relevant discipline (including not limited to history, native studies, political science, anthropology, or sociology) or law.</p> <p>130 billable days of professional work experience conducting Research Analysis activities in the area of Aboriginal grievances, including, but not limited to Aboriginal litigation, specific claims, comprehensive claims, treaty negotiations, claims related to residential schools, or traditional use studies for the purpose of strength of claim analyses in consultation/accommodation scenarios.</p> <p>The Offeror <b>MUST</b> use Table M1 – Proposed Resource - below for the submission of Resource information. <b>Offerors 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>Note: If multiple resources are proposed, each of the proposed resources must meet the minimum resource qualification requirements to be eligible to provide services under the resulting Standing Offer. If none of the proposed resources meet the minimum resource qualifications, the Offeror’s Proposal will be deemed non-compliant.</p>		
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**Table M1 – Proposed Resource**

<b>Stream 1 – Research Analysis, Research Services and Document Management</b>				
<b>Name:</b>				
<b>Language capabilities (English and/or French) and degree of fluency (written, oral, and reading comprehension):</b>				
<b>Research Analysis, Research Services and Document Management</b>				
<b>Post-secondary degree in the humanities or social sciences in a relevant discipline (including not limited to history, native studies, political science, anthropology, or sociology) or law</b>				
<b>Topic Area</b>	<b>Description of Associated Education</b>	<b>Dates/Duration (in years/months)</b>		
<b>Professional work experience conducting Research Analysis Activities</b>				
<b>Client Organization</b>	<b>Name of Project</b>	<b>Activities Performed</b>	<b>Dates of Experience</b>	<b>Number of Billable Days/Full Time Equivalent</b>
<b>Professional work experience conducting Research Analysis Activities in the area of Aboriginal Grievances with the Crown</b>				
<b>Client Organization</b>	<b>Name of Project</b>	<b>Activities Performed</b>	<b>Dates of Experience</b>	<b>Number of Billable Days/Full Time Equivalent</b>
<b>Professional work experience conducting Research Analysis Activities identifying primary and secondary sources held by Library and Archives Canada and other Federal government records</b>				
<b>Client Organization</b>	<b>Name of Project</b>	<b>Activities Performed</b>	<b>Dates of Experience</b>	<b>Number of Billable Days/Full Time Equivalent</b>

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<b>Stream 1 – Research Analysis, Research Services and Document Management</b>		
<b>Mandatory Requirement</b>	<b>Page #</b>	<b>COMPLIANT (YES/NO)</b>
<p><b>M2 Project Summaries</b></p> <p>The Offeror <b>MUST</b> provide two (2) different written project summaries describing in detail a previous/current experience in successfully providing similar Research Analysis as described in Annex A, Statement of Work, during the past ten (10) years (dates calculated on the closing date of the RFSO).</p> <p>The Offeror <b>MUST</b> complete a Table M2 – Resource Project Summary Form – for <b>each</b> Project Summary submitted. The Offeror <b>MUST</b> complete all blank fields in Table M2 for each Resource Project Summary. The Offeror is encouraged to provide detailed responses for each of the requirements set out in the Table. The Offeror should copy Table M2 as required.</p>		

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### Project Summary Form

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

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

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### Standardized Client Project Authority Reference Questions

DIAND reserves the right to contact the named client project authorities indicated under **Mandatory Requirement M2** to verify the accuracy and veracity of the information provided in the Offeror's Proposal. Should DIAND choose to contact the project authority, the following series of standardized questions will be posed to the authority. Should one (1) or more named client project authorities provide a negative reference regarding the accuracy or veracity of the Offeror'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 OFFEROR/RESOURCE >**, with regard to a sample of a project that this **<OFFEROR/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 OFFEROR/RESOURCE >** had provided your name as a reference in relation to their bid?

Do you confirm that **<INSERT NAME OF OFFEROR/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 OFFEROR/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 OFFEROR/RESOURCE >**, to the best of your knowledge, was **<INSERT NAME OF OFFEROR/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?

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<b>Stream 1 – Research Analysis, Research Services and Document Management</b>	
<b>Mandatory Requirement</b>	<b>Page #</b>
<p><b>M3 Research Planning and Assessment Task</b></p> <p>Offerors must submit a research plan response against the Historical Land Transactions Case, see Attachment 1 to Part 4.</p> <p>Note the scenario-presented is entirely fictitious and is meant to provide a measure of the Offeror's ability to complete a Research Plan. Any resemblance of the scenario to actual events, names, or places is entirely unintentional.</p>	
<p><b>M4 Offeror's Overview</b></p> <p>Offerors <b>MUST</b> provide the following:</p> <ol style="list-style-type: none"> <li>a) Full legal name</li> <li>b) Full operating name</li> <li>c) Corporate overview: This overview shall include the following: <ul style="list-style-type: none"> <li>• Offeror's primary area(s) of business</li> <li>• Number of years in business</li> </ul> </li> </ol> <p>Any other information considered relevant to the Offeror in fully and completely identifying the firm and communicating its ability to provide the services.</p>	

<b>Stream 2 – Research Services and Document Management</b>		
<b>Mandatory Requirement</b>	<b>Page #</b>	<b>COMPLIANT (YES/NO)</b>
<p><b>M1 Proposed Resource</b></p> <p>The Offeror <b>MUST</b> propose one or more resources, who meet all of DIAND's minimum qualification requirements for the <b>Research Services</b> Resource Category, as described in section 8.1 'Resource Categories and Qualifications' of Appendix 'D', Statement of Work and as indicated below:</p> <p>Two (2) years or four (4) complete semesters of full-time, post-secondary education in the humanities or social sciences in a relevant discipline (including not limited to history, native studies, political science, anthropology, or sociology) or law.</p> <p>65 billable days of professional work experience conducting Research Services activities in the area of Aboriginal grievances, including, but not limited to Aboriginal litigation, specific claims, comprehensive claims, treaty negotiations, claims related to residential schools, or traditional use studies for the purpose of strength of claim analyses in consultation/accommodation scenarios.</p>		

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The Offeror **MUST** use Table M1 – Proposed Resource - below for the submission of Resource information. **Offerors may add additional rows to Table M1 to include all relevant information for the proposed Resource.**

**TABLE M1 MUST include:**

- a) Language capabilities;
- b) Academic and professional attainments; and
- c) Work experience.

Note: If multiple resources are proposed, each of the proposed resources must meet the minimum resource qualification requirements to be eligible to provide services under the resulting Standing Offer. If none of the proposed resources meet the minimum resource qualifications, the Offeror's Proposal will be deemed non-compliant.

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**Table M1 – Proposed Resource**

<b>Stream 2 – Research Services and Document Management</b>				
<b>Name:</b>				
<b>Language capabilities (English and/or French) and degree of fluency (written, oral, and reading comprehension):</b>				
<b>Research Services</b>				
<b>Full-time, post-secondary education in the humanities, social sciences or law</b>				
<b>Topic Area</b>	<b>Description of Associated Education</b>	<b>Dates/Duration (in years/months)</b>		
<b>Professional work experience conducting Research Services Activities</b>				
<b>Topic Area/ Client Organization</b>	<b>Project Name</b>	<b>Activities Performed</b>	<b>Dates of Experience</b>	<b>Number of Billable Days/Full Time Equivalent</b>
<b>Professional work experience conducting Research Services Activities in the area of Aboriginal Grievances with the Crown</b>				
<b>Topic Area/ Client Organization</b>	<b>Project Name</b>	<b>Activities Performed</b>	<b>Dates of Experience</b>	<b>Number of Billable Days/Full Time Equivalent</b>

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<b>Stream 2 – Research Services and Document Management</b>		
<b>Mandatory Requirement</b>	<b>Page #</b>	<b>COMPLIANT (YES/NO)</b>
<p><b>M2 Document summaries</b></p> <p>Offerors must provide a document summary for each of the two documents in Attachment 2 to Part 4.</p> <p>The purpose of this exercise is to test the Offeror's ability to write concise document summaries.</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><b>M3 Offeror's Overview</b></p> <p>Offerors MUST provide the following:</p> <ol style="list-style-type: none"> <li>a) Full legal name</li> <li>b) Full operating name</li> <li>c) Corporate overview: This overview shall include the following: <ul style="list-style-type: none"> <li>• Offeror's primary area(s) of business</li> <li>• Number of years in business</li> </ul> </li> </ol> <p>Any other information considered relevant to the Offeror in fully and completely identifying the firm and communicating its ability to provide the services.</p>		

#### 4.2.1.2 Point Rated Technical Criteria

Only those Proposals meeting **ALL** of the above Mandatory Requirements will be deemed compliant and will be evaluated by the DIAND 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.

<b>Stream 1 – Research Analysis, Research Services and Document Management</b>			
<b>Point-Rated Criterion</b>	<b>Evaluation Factors</b>	<b>Page Number Reference</b>	<b>Weight</b>
<p><b>R1 Offeror's Experience</b></p> <p><b>Research Analysis:</b> R1.1 Research Analysis: Full time professional billable research work experience of the Offeror (within the last 10 years) conducting Research</p>	<p>R1.1 Describe the Research Analysis activities performed</p>		/25



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<p>Analysis activities, including the following three activities:</p> <ul style="list-style-type: none"> <li>- identifying relevant primary and secondary sources, files/reels/electronic sources and specific materials held by government departments and archives and conducting analysis on those primary and secondary sources;</li> <li>- preparing planning documents (including formal plans, planning memoranda, tracking documents or databases) that identify key information repositories and sources, (electronic, archival, and others), their expected relevance, the expected time required to review the sources, and where applicable suggest additional or alternative sources or repositories that should be considered;</li> <li>- writing analytical research reports or memoranda based on analyses of collected documents and evidence or the effectiveness of the research approach adopted or drafting answers to formal questions from legal counsel, including but not limited to undertaking arising from examination for discoveries or interrogatories.</li> </ul> <p>R1.2 Full time professional work experience (within the last 10 years) conducting research in the area of Aboriginal litigation.</p>	<p>by the Offeror and the corresponding number of months of professional experience.</p> <p>The Evaluation Committee will only be able to assign points where there is sufficient detail provided.</p> <p>Less than 6 months of Offeror’s experience 0 points</p> <p>6 months of Offeror’s experience = 8 points</p> <p>1 point for each additional one year (12 months) of Offeror’s experience to a maximum of 15 points for 7.5 years+ experience.</p> <p>Up to a maximum of 15 points.</p> <p>R1.2</p> <p>Describe the Research Analysis activities in the area of Aboriginal grievances performed by the Offeror and the corresponding number of months of professional experience.</p> <p>1 point for each 6 months of Offeror’s experience</p> <p>Up to a maximum of 5 points for 30+ months experience.</p>		
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<p>R1.3 Full time professional research experience identifying relevant primary and secondary sources, (files, reels, electronic sources and specific materials) held by Library and Archives Canada (LAC), and other Federal government records.</p>	<p>R1.3</p> <p>Describe the Offeror's research experience identifying primary and secondary sources held by Library and Archives Canada (LAC) and other Federal government records and the corresponding number of months of professional experience.</p> <p>1 point for each 3 months of Offeror's experience</p> <p>Up to a maximum of 5 points for 15+ months experience.</p>		
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**Stream 1 – Research Analysis, Research Services and Document Management**

Point-Rated Criterion	Evaluation Factors	Page Number Reference	Weight
<p><b>R2 Offeror 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 DIAND's requirements for Research Analysis (as outlined below) in breadth, nature, size, scope, complexity and approach.</p> <p>Aboriginal Litigation includes but is not limited to:</p> <ul style="list-style-type: none"> <li>-Aboriginal rights and title</li> <li>-Historic treaty/benefits</li> <li>-Historic land transactions</li> <li>-Modern DIAND operations</li> <li>-Specific Claims Tribunal cases</li> <li>-Aboriginal Canadian Human Rights Tribunal cases where DIAND is defendant</li> <li>-Charter challenges against DIAND</li> <li>-Claims of physical and sexual abuse</li> </ul>	<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 environment within LMRB, DIAND.</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>		/20

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<p>against DIAND          -Other litigation where DIAND is the main defendant</p> <p>Partially relevant subject matter:          -Research to support a Specific Claim          -Research for the Truth and Reconciliation Commission          -Archival research to support DIAND program and policy review</p> <p>DIAND reserves the right to contact the named client project authorities to verify the accuracy and veracity of the information provided in the Offeror’s Proposal, by means of a series of standardized questions posed to the authority. Should DIAND choose to contact the project authorities and should one (1) or more named client project authority provide a negative reference regarding the accuracy or veracity of the Offeror’s Proposal, the Proposal will be deemed non-compliant and given no further consideration.</p>	<p>5) Subject matter is very relevant (Aboriginal litigation) and client organization of project is very relevant (Federal Government)</p> <p>4) Subject matter is very relevant (Aboriginal litigation) and client organization of project is partially relevant (Provincial, Municipal or First Nation Government)</p> <p>3) Subject matter is partially relevant (see definition) and client organization of project is very relevant (Federal Government)</p> <p>2) Subject matter is partially relevant (see definition) and client organization is partially relevant (Provincial, Municipal or First Nation Government)</p> <p>1) Subject matter has limited relevance and client organization has limited relevance</p> <p>0) Not Addressed / Unsatisfactory</p> <p>b) Relevance of the size and complexity of the work of the resource on the cited project relative to DIAND’s requirements as described in the Statement of Work up to 5 points/project);</p> <p>5) 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</p> <p>4) 40 Research Analysis days of effort by the resource on the project,</p>		
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	<p>comprising at least 3 of the RA tasks in the SOW, section 5.2</p> <p>3) 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</p> <p>2) 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</p> <p>1) 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</p> <p>0) Below 10 Research Analysis days of effort by the resource on the project.</p>		
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Stream 1 – Research Analysis, Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Page Number Reference	Weight
<p><b>R3 Research Planning and Assessment Task in a litigation Environment (see Attachment 1 to Part 4)</b></p> <p>As part of the research planning and Assessment Task, Offerors should:</p> <p>1) Identify the scope of research (timeframe and issues);</p> <p>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; and</p> <p>3) Identify all sources to be reviewed and their location (do not provide actual file numbers).</p> <p>Offerors must submit a response against the “Historical Land Transactions Case” found in Attachment 1 to Part 2</p> <p>Note the scenario presented is entirely fictitious and is meant to provide a measure of the Offeror’s ability to complete a Research Plan. Any resemblance of the scenario to actual events, names, or places is entirely unintentional.</p>	<p>The following factors will be considered in the awarding of points:</p> <p>- the scope of the research (timeframe and issues) up to 10 points;</p> <p>10) Scope of research plan is extensive and addresses 10 issues, referencing key dates where relevant 8) Scope is very good and addresses 8-9 issues, referencing key dates where relevant 6) Scope is satisfactory and addresses 6-7 issues, referencing key dates where relevant 4) Scope is satisfactory and addresses 4-5 issues, referencing key dates where relevant 2) Scope is limited and addresses less than 4 issues, referencing key dates where relevant 0) Non-responsive</p> <p>- criteria for determining document relevancy; up to 5 points</p> <p>5) 5 types of criteria have been identified 4) 4 types of criteria have been identified 3) 3 types of criteria have been identified 2) 2 types of criteria have been identified</p>		/20

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	<p>1) 1 type of criteria have been identified 0) Non-responsive</p> <p>- the sources to be reviewed and their location (do not provide actual file numbers) up to 5 points</p> <p>5) 5 relevant sources have been identified 4) 4 relevant sources have been identified 3) 3 relevant sources have been identified 2) 2 relevant sources have been identified 1) 1 relevant source has been identified 0) Non-responsive</p>		
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### Stream 1 – Research Analysis, Research Services and Document Management

Point-Rated Criterion	Evaluation Factors	Page Number Reference	Weight
<b>R4 Proposal Quality</b>	<p>Up to five (5) points will be awarded for writing the narrative portions of the Proposal in a clear, concise, and logical fashion, and for ordering/structuring the Proposal based on the information requested in the RFP.</p> <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); b) Table M1 is used and</p>		/5

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	<p>contains all information required to evaluate M1 and R1. Evaluation committee did not need to reference other sections of the bid to find the required information. (one (1) point);</p> <p>c) Table M2 is used and contains all information required to evaluate M2 and R2. Evaluation committee did not need to reference other sections of the bid to find the required information. (one (1) point);</p> <p>d) Any cross-references within the proposal for highlighted information are easily identified and clearly found. For example, where the Offeror 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>e) Writing throughout is clear, concise and logical (one (1) point).</p> <p>0) Not Addressed / Unsatisfactory</p>		
<p><b>Stream 1 Total Point-Rated R1-R4</b> /70</p>			
<p><b>Only those offers meeting or exceeding a minimum of 49/70 (70%) on Point Rated Criteria R1-R4 inclusive will be deemed compliant on Stream 1 Point Rated Criteria and advance to the Financial Evaluation.</b></p>			

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Stream 2 –Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Page Number Reference	Weight
R1 Offeror's Experience			/25
<p>R1.1 Full time equivalent professional research work experience (within the last 10 years) conducting Research Services activities, including:</p> <ul style="list-style-type: none"> <li>- reviewing files, archival files, other primary sources or secondary sources to identify relevant documents or facts, or to extract data;</li> <li>-writing document summaries of historical or contemporary government documents or assigning established issue codes to documents;</li> <li>-compiling a written summary of facts, annotated list of documents, or a chronology of events.</li> </ul>	<p>R1.1</p> <p>Describe the Research Services activities you have performed and the corresponding number of months of professional experience.</p> <p>The Evaluation Committee will only be able to assign points where there is sufficient detail provided.</p> <p>Less than 3 months of Offerors' experience 0 points</p> <p>3 months of Offeror's experience = 10 points</p> <p>4-12 months of Offeror's experience = 12 points</p> <p>13-23 months of Offeror's experience = 14 points</p> <p>24-35 months of Offeror's experience = 16 points</p> <p>36-48 months of Offeror's experience = 18 points</p> <p>49-60 months of Offerors experience = 20 points</p>		
R1.2 Full time equivalent professional work experience (within the last 10 years) conducting research in the area of Aboriginal litigation.	<p>R1.2</p> <p>Describe the Research Services activities in the area of Aboriginal grievances performed by the Offeror and the corresponding number of months of professional</p>		



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	<p>experience.</p> <p>1 point for each 6 months of Offeror's experience</p> <p>Up to a maximum of 5 points for 30+ months experience.</p>		
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### Stream 2 –Research Services and Document Management

Point-Rated Criterion	Evaluation Factors	Page Number Reference	Weight
<p>R2 Document Summaries</p> <p>Instructions</p> <p>Offerors are asked to summarize the two documents in Attachment 2 to Part 4 in 2-5 sentences per summary. The summary should give the reader sufficient information about the content of the document without having to read the document itself. The summary should be clear, concise and objective. Do not include author and date information.</p>	<p>2 documents, maximum of 5 points each (total 10 points)</p> <ul style="list-style-type: none"> <li>- Minus 1 point if not concise (more than 75 words)</li> <li>- Minus 1 point if inaccurate, (introduces something that is not reflected in the document, or is untrue or exaggerated)</li> <li>- Minus 1 point if subjective, inserts bias, judgement, or interpretation</li> <li>- Minus 1 point if not well written (spelling mistakes, grammatical errors)</li> <li>- Minus 1 point if summary does not address the substantive content of the document</li> </ul>		/10

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<b>Stream 2 –Research Services and Document Management</b>			
<b>Point-Rated Criterion</b>	<b>Evaluation Factors</b>	<b>Page Number Reference</b>	<b>Weight</b>
<b>R3 Proposal Quality</b>	<p>Up to five (5) points will be awarded for writing the narrative portions of the Proposal in a clear, concise, and logical fashion, and for ordering/structuring the Proposal based on the information requested in the RFP.</p> <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) Table M1 is used and contains all information required to evaluate M1 and R1. Evaluation committee did not need to reference other sections of the bid to find the required information. (one (1) point);</p> <p>c) Table M2 is used and contains all information required to evaluate M2 and R2. Evaluation committee did not need to reference other sections of the bid to find the required information. (one (1) point);</p> <p>d) Any cross-references within the proposal for highlighted information are easily identified and clearly found. For</p>		/5

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	<p>example, where the Offeror 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>e) Writing throughout is clear, concise and logical (one (1) point).</p> <p>0) Not Addressed / Unsatisfactory</p>		
<p><b>Stream 2 Total Point-Rated R1-R3 /40</b></p>			
<p><b>Only those offers meeting or exceeding a minimum of 28/40 (70%) on Point Rated Criteria R1-R3 inclusive will be deemed compliant on Point Rated Criteria and advance to the Financial Evaluation</b></p>			

**4.2.2 Financial Evaluation**

- 4.2.2.1 Offerors meeting ALL Mandatory Criteria and achieving the overall pass mark of 70% on the Point Rated Criteria will be evaluated on the basis of their Financial Proposal.
- 4.2.2.2 The Financial Evaluation will be carried out by the Standing Offer Authority, independent of the DIAND Technical Evaluation Committee responsible for rating the Technical Proposal. Financial Proposal will be evaluated based on the methodology detailed below.
- 4.2.2.3 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.
- 4.2.2.4 Using the applicable Table provided below, Offerors are requested to provide firm per diem rates based on an 8.0 hour day.
- 4.2.2.5 The Offeror’s 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 things such as travel expenses, living expenses and administrative expenses or GST/HST.

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

**4.2.2.7** For evaluation purposes, the proposed all-inclusive per diem rates for the initial SOA period and option year periods will be averaged to derive an average per diem rate. **DIAND will calculate the Offeror's average rates.**

**4.2.2.8** SACC Manual Clause M0220T 2016-01-28, Evaluation of Price

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	All-inclusive Per Diem Rate (CDN\$) April 1, 2021 to March 31, 2022 OPTION YEAR 3	Average Per Diem Rates
	A	B	C	D	(A+B+C+D)/4
Research Analysis	\$	\$	\$	\$	\$
Research Services	\$	\$	\$	\$	\$
Database Management	\$	\$	\$	\$	\$
Offeror's Evaluated Averaged rate (total of averaged per diem 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	All-inclusive Per Diem Rate (CDN\$) April 1, 2021 to March 31, 2022 OPTION YEAR 3	Average Per Diem Rates
	A	B	C	D	(A+B+C+D)/4
Research Services	\$	\$	\$	\$	\$
Database Management	\$	\$	\$	\$	\$
Offeror's Evaluated Averaged rate (total of averaged per diem rates)					\$

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**4.3 Basis of Selection**

**4.3.1 Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, an offer must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 70% overall for the technical evaluation criteria which are subject to point rating (Minimum of 49/70 for Stream 1 and Minimum of 28/40 for Stream 2).

Offers not meeting (a) or (b) or (c) will be declared non-responsive.

2. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30% for the price.
3. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 % (insert the percentage for technical merit).
4. To establish the financial score, each responsive offer will be prorated against the lowest averaged rate and the ratio of 30% (insert the percentage for price).
5. For each responsive offer, the technical merit score and the financial score will be added to determine its combined rating.
6. Neither the responsive offer obtaining the highest technical score nor the one with the lowest averaged rate will necessarily be accepted. The responsive offers with the highest combined rating of technical merit and price will be recommended for award of a standing offer agreement.

**4.3.2 Combined Rating is calculated as follows:**

<u>Offeror's Technical Score</u> Total Available Points	x70= Prorated Technical Score
<u>Lowest Averaged Rate</u> Offeror's Averaged Rate	x30= Financial Score
Prorated Technical Score + Financial Score = Combined Rating /100	

**4.3.3 Standing Offers will be awarded based on a determination of Best Value taking into account the combined rating the technical merit of the offer and the financial evaluation. Best value is defined as the highest combined rating.**

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**4.3.4** Offerors will be ranked based on their Combined rating score. In the event more than one Offeror has the same Combined rating, the Offeror with the Highest Technical Score will be ranked higher.

**4.3.5** DIAND may award up to a total of five (5) Standing Offer Agreements (SOAs) as follows:

**STREAM 1 – Research Analysis, Research Service and Document Management:**

Offeror 1:	\$360,000.00
Offeror 2:	\$320,000.00
Offeror 3:	\$300,000.00

**STREAM 2 – Research Services and Document Management**

Offeror 1:	\$200,000.00
Offeror 2:	\$140,000.00

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## **ATTACHMENT 1 to PART 4 Research Planning and Assessment Task**

### Introduction and Instructions

The purpose of this exercise is to test the Offeror'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.

Offerors are asked to draft a document (suggested length: 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); and
- the sources to be reviewed and their location (do not provide actual file numbers).

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 Wendy Littlecrow and the Council of the Prairie Wind First Nation, representing all members of the Prairie Wind First Nation v. The Attorney General of Canada (T-2016-08)

### Factual Summary:

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

1. The First Nation occupies a 800 hectare reserve in northern Alberta.
2. Originally, the First Nation's reserve was 1,100 hectares in size as granted under the terms of Treaty #6.
3. In 1910, the First Nation surrendered 100 hectares for eventual inclusion in the adjacent Town of Presentview.

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4. During a meeting with the Indian agent on January 14, 1908, members of the First Nation were told that the First Nation would receive \$10.00 per hectare for a total of \$1,000.00. Following the surrender, the actual amount transferred to the First Nation's trust account was \$850.00.

5. In 1958, the Chief and Council of the First Nation wrote to the Minister of Indian Affairs requesting that the First Nation be paid in full for the 1910 surrender. In his response, the Minister stated that only 85 hectares were actually surrendered and the First Nation was therefore paid in full.

6. The First Nation claims:

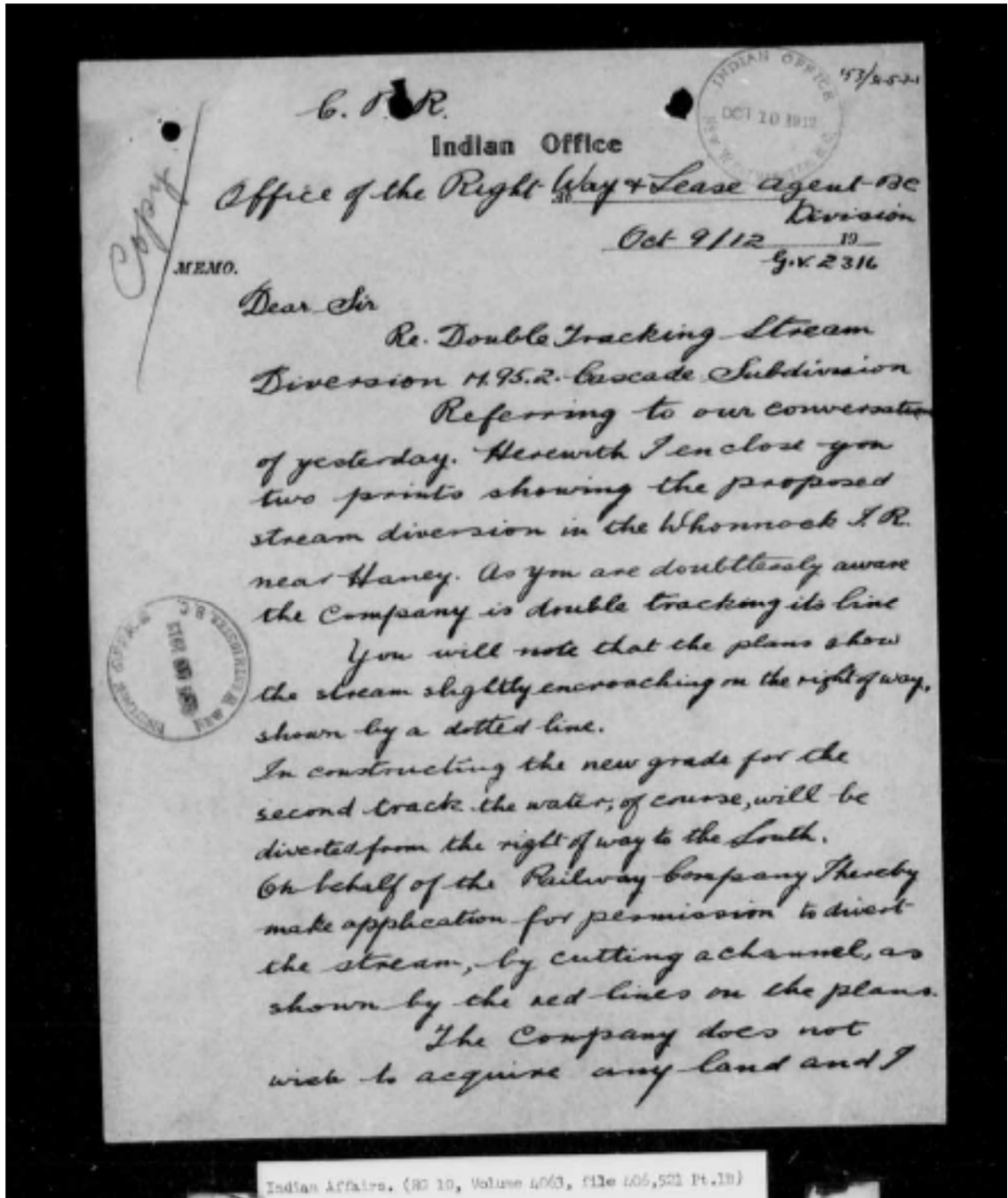
- a) Damages in the amount of \$150.00 brought forward from 1910 to the present using full compound interest and costs of this action;
- b) In the alternative, a declaration that the 1910 surrender is void and costs of this action.



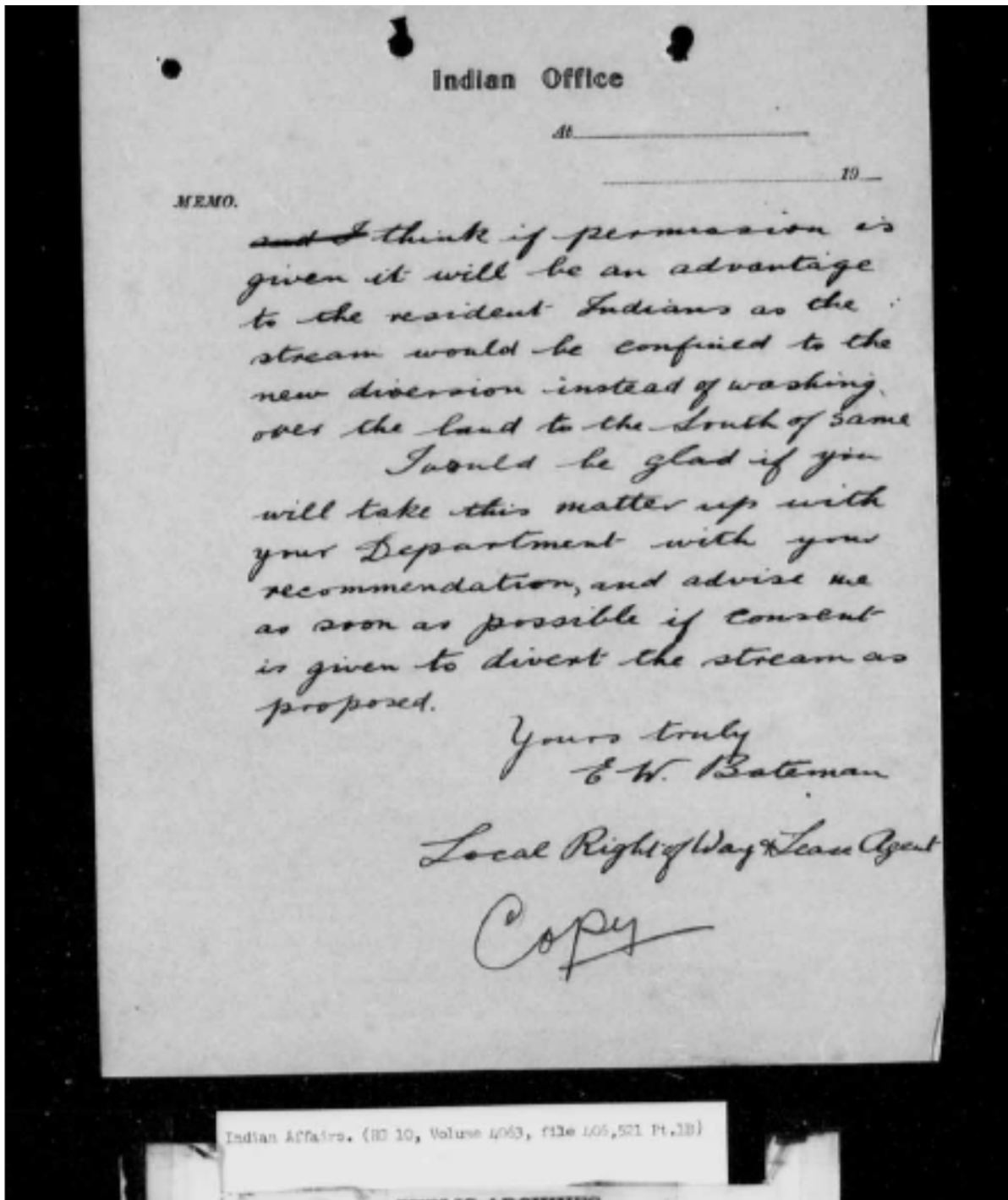
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ATTACHMENT 2 to PART 4  
DOCUMENT SUMMARIES

Document #1

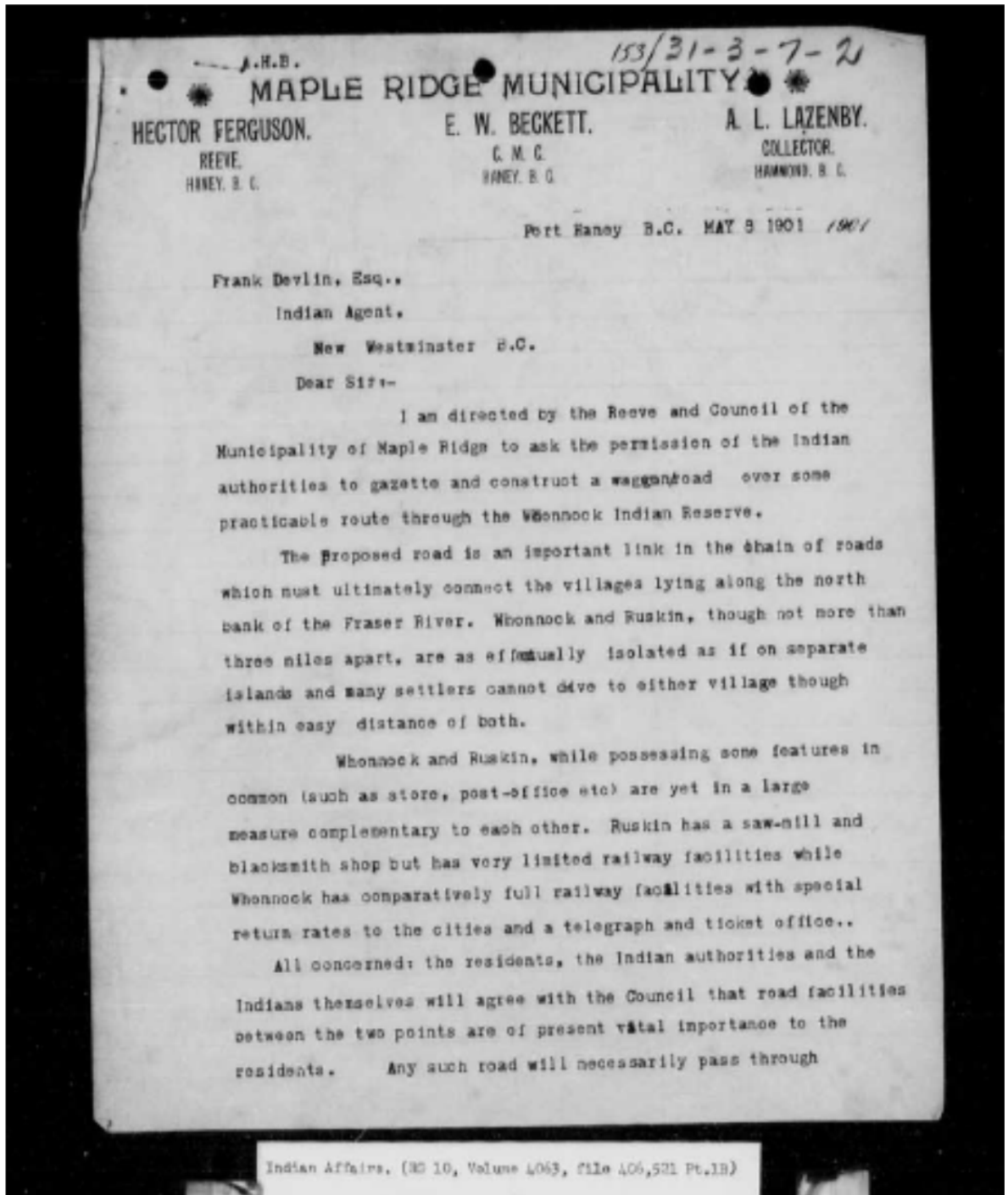


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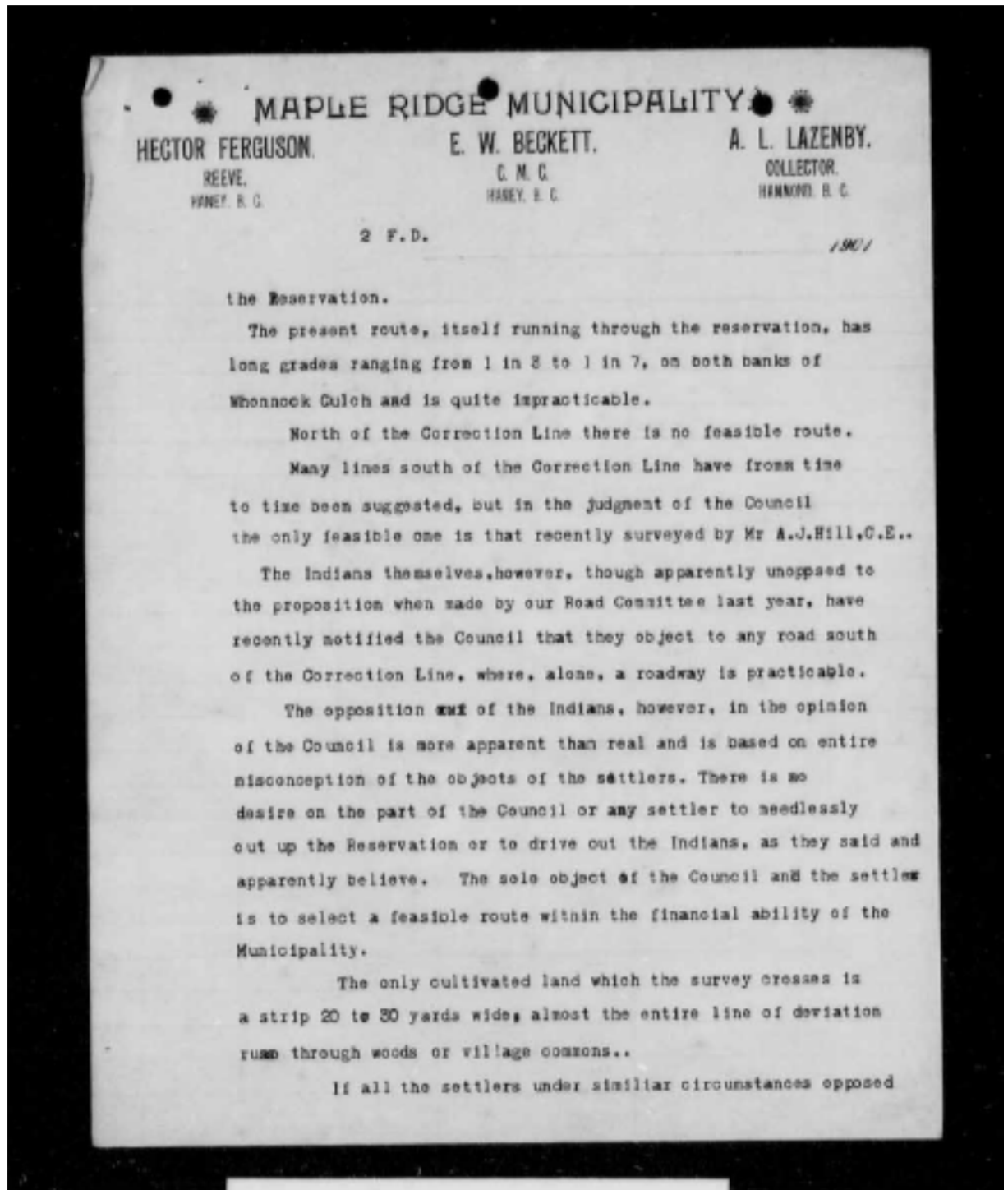


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Document #2

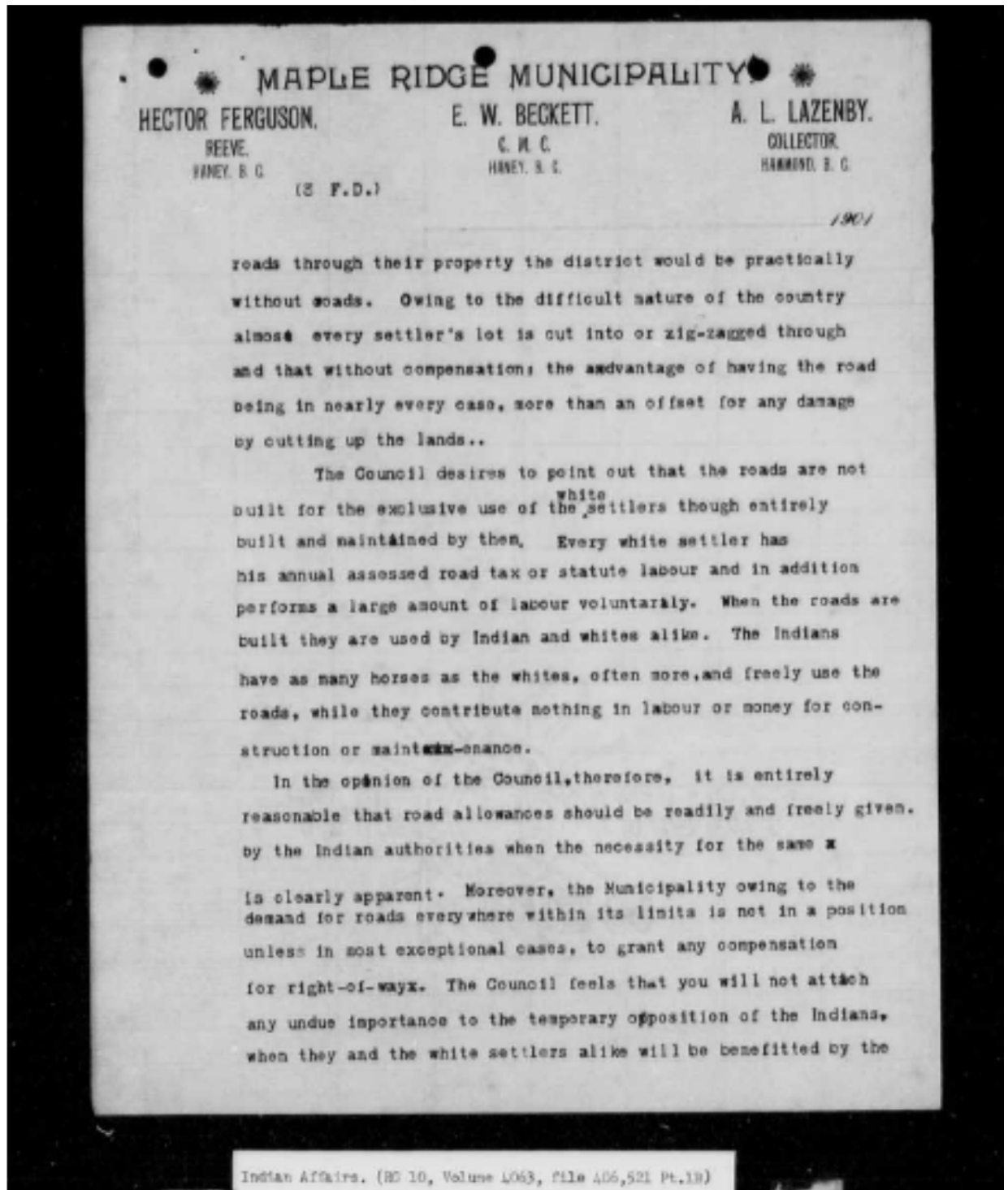


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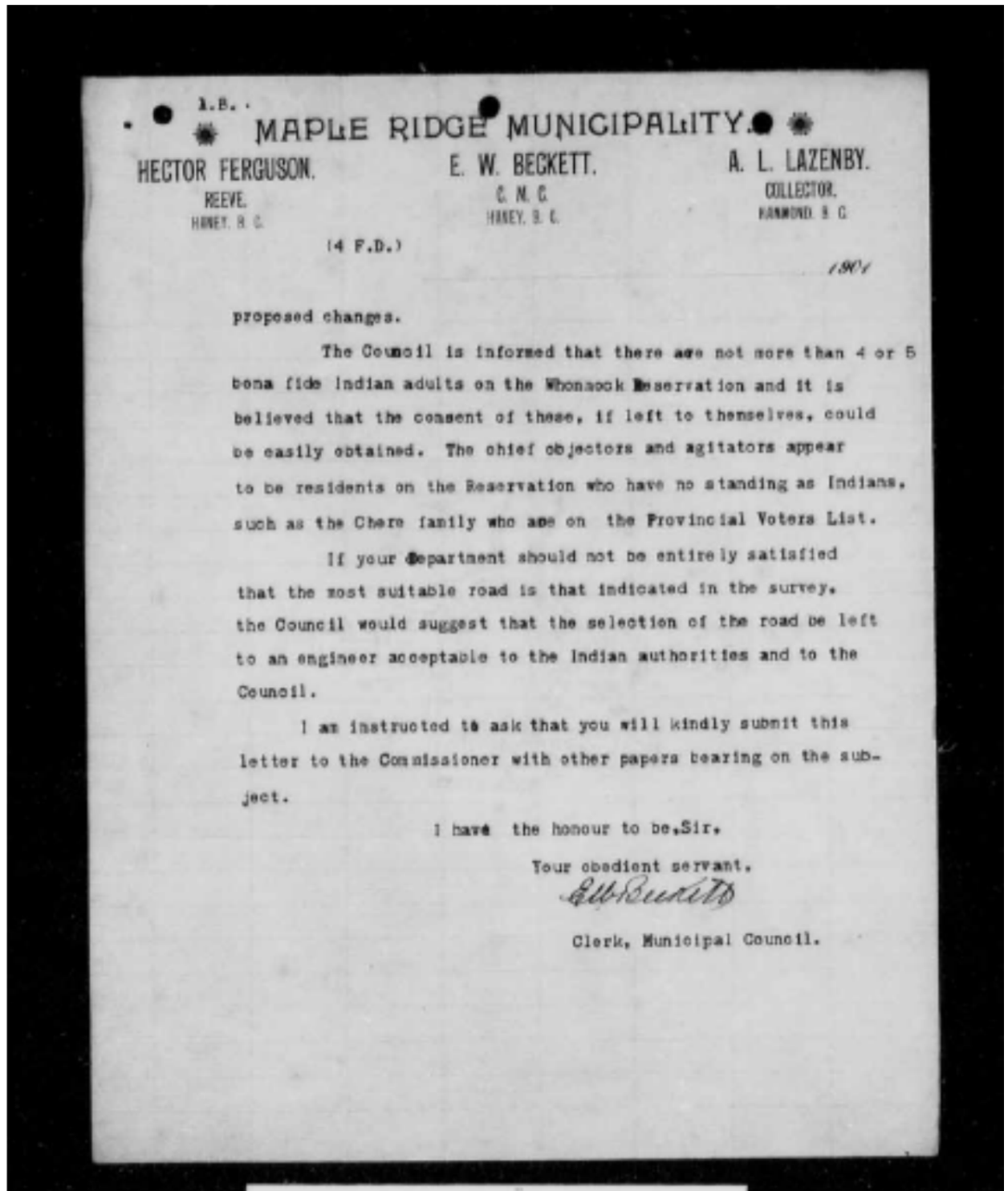




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## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

#### **5.1.2 Additional Certifications Required with the Offer**

##### **5.1.2.1 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](#) of the *Supply Manual*.
2. The Offeror:
  - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
  - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:
  - The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

**OR**

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- i.  The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
- 4. The Offeror must check the applicable box below:
  - The Aboriginal business has fewer than six full-time employees.
  - OR**
  - i.  The Aboriginal business has six or more full-time employees.
- 5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
- 6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

- 1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, 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

**5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.



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### 5.2.1 Integrity Provisions – Required Documentation

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

### 5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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.

### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 Status and Availability of Resources

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

#### 5.2.3.2 Education and Experience

SACC Manual Clause M3021T (2012-07-16) Education and Experience

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## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer; and
  - (e) the Offeror must provide the address of proposed site or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. 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.

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Security Requirement

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

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Supply Arrangement requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.
2. Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
3. The Contractor and their personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.
5. The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List (attached hereto as Annex D); 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 Offeror is required to provide the following information within the Offeror'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;

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- 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, Offerors **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>_____</p> <p>Name of Duly Authorized Representative (Print)</p>	<p>_____</p> <p>Signature of Duly Authorized Representative</p>
<p>_____</p> <p>Title</p>	<p>_____</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 Offeror 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 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 Offeror'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.

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## 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) (<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:

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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 three (3) one (1) year option periods, from 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)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the Standing Offer.

##### **7.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

#### **7.5 Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

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Name: Kim Fletcher  
Title: Senior Contracts Officer  
Department of Indian Affairs and Northern Development  
Address: 600 – 1138 Melville Street  
Vancouver, BC V6E 4S3

Telephone: 604 616 4341  
Facsimile: 604 666 2485  
E-mail address: kim.fletcher@aandc-aadnc.gc.ca

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

**7.5.2 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

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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**

A maximum of 5 Standing Offers will be issued.

**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(s) receives the largest predetermined portion of the work; the second highest-ranked Offeror(s) receives the second largest predetermined portion of the work, etc. as follows:

**STREAM 1 – Research Analysis, Research Service and Document Management:**

Offeror 1:	\$360,000.00 (36.73%)
Offeror 2:	\$320,000.00 (32.65%)
Offeror 3:	\$300,000.00 (30.61%)

**STREAM 2 – Research Services and Document Management**

Offeror 1:	\$200,000.00 (58.82%)
Offeror 2:	\$140,000.00 (41.18%)

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.

**7.9.2 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



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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);

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- f) Annex A Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List and IT Security Safeguarding Requirements;
- i) the Offeror's offer dated \_\_\_\_\_

**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

**7.15 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)

**7.16 Status and Availability of Resources – Standing Offer**

SAAC Manual Clause M3020C (2016-01-28)

**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:

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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).”

e) Insert:

**2010B 36 (2015-04-01) Indemnification**

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

**7.2.2 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**

**7.5.1 Basis of Payment**

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

### **7.5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included 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.

### **7.5.3 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**

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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.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>), and submit the form to the address provided.

**7.5.6 T1204 - Direct Request By Department**

**7.5.6.1** 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.

**7.5.6.2** 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**

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;

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- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
  - 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 Aboriginal Business Certification**

*SACC Manual* clause [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.

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## ANNEX "A"

### STATEMENT OF WORK

#### SW1 BACKGROUND

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

#### SW2 OBJECTIVES

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

#### SW3 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 DIAND. The Contractor shall conform to and maintain working knowledge of the following and all amendments thereto:

- Attachment 1 to Annex A - *Tombstone Coding Protocol Guide* ;
- Attachment 2 to Annex A - *Document Scanning Specifications*; and
- A copy of *Researchers' Guidelines* to be provided to the Offeror after the SOA Award.

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#### SW4 BUSINESS ENVIRONMENT

- 4.1 DIAND's LMRB is based in Vancouver, Canada. The Branch operates within a standard office environment, and maintains regular working hours (Monday to Friday, 08:30 to 16:30 PT, excluding statutory and government holidays).
- 4.2 The Contractor shall be responsible for determining its own hours of work. In the event the Contractor is required to provide service on site at DIAND premises, the Contractor is expected to be capable of providing Litigation Research Analysis, Litigation Research Services and Document Management Services within the hours as defined in 4.1 above.

#### SW5 SCOPE OF WORK

##### 5.1 Service Streams

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

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

##### 5.2 Tasks

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

#### **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,



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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 Prepare written material (including affidavits, if required) to describe or summarize research activities and findings; and be prepared to answer questions and suggest further sources and avenues for research activities related 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;

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- RA-17 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; and
- RA-18 Prepare regular status reports on the work done to date, the progress and milestones of the work.

**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 DIAND and/or other federal government electronic files or computerized information systems to identify relevant documents and information. Applicable systems include, but are not limited to, Community Profiles, Indian Registration System, Indian Lands Registry System, Departmental Library online systems and Land Sales System;
- RS-3 Identify/flag and retrieve specific documents pertaining to particular issues or topics identified as being of relevance to specific litigation;
- RS-4 Prepare a summary (records researched) of each file/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, including general coding, 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

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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 Annex D);
- 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 DIAND'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 DIAND/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

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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;
- 6.1.16 Electronic document sets which have been scanned; and
- 6.1.17 Other Deliverables resulting from RA-17, RS- 12 and DM-9.

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**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;
- 6.2.8 Electronic document sets which have been scanned; and
- 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.

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Resource Category	Minimum Resource Qualifications
<b>Research Analysis, Research Services and Document Management</b>	<p>An undergraduate degree in the humanities or social sciences in a relevant discipline (including not limited to history, native studies, political science, anthropology, or sociology) or law.</p> <p>130 billable days of professional work experience conducting Research Analysis activities in the area of Aboriginal grievances, including, but not limited to Aboriginal litigation, specific claims, comprehensive claims, treaty negotiations, claims related to residential schools, or traditional use studies for the purpose of strength of claim analyses in consultation/accommodation scenarios.</p>
<b>Research Services and Document Management</b>	<p>Two (2) years or four (4) complete semesters of full-time, post-secondary education in the humanities or social sciences in a relevant discipline (including not limited to history, native studies, political science, anthropology, or sociology) or law.</p> <p>65 billable days of professional work experience conducting Research Services activities in the area of Aboriginal grievances, including, but not limited to Aboriginal litigation, specific claims, comprehensive claims, treaty negotiations, claims related to residential schools, or traditional use studies for the purpose of strength of claim analyses in consultation/accommodation scenarios.</p>
<b>Language Requirements</b>	<p>For all Resource Categories above, the following Language Requirements apply:</p> <p>Resources providing service in Vancouver, BC must be capable of providing services in English.</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 DIAND Project Authority, the Contractor shall provide ad

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

## **SW11 LOCATION OF SERVICE (DELIVERY POINT) AND TRAVEL**

- 11.1 The primary location of service is greater Vancouver, BC;
- 11.2 When required, Contractors are responsible for all costs related to their own personal expenses within the location of service delivery, including the cost of travel between their place of business and the DIAND office in Vancouver, BC, regardless of the location of the Resources conducting the work. No expenses will be reimbursed for any required travel between Contractor’s place of business and the DIAND office in Vancouver, BC.
- 11.3 There may be the occasional requirement for Contractor travel to locations outside of the defined location of service, 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.
- 11.3.1 Note that issuance of a Call-up in which Travel is anticipated is not in itself authorization for travel. After the issuance of any resultant Call-up in which travel is required, the Project Authority will issues a specific authorization to travel, including specific travel parameters, dates and location(s). The Contractor shall submit travel estimates for pre-approval.

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

## **SW12 GREEN PROCUREMENT AND SERVICES**

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



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- 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](#) 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.

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### **SW13 CONSTRAINTS**

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

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### **ATTACHMENT 1 to ANNEX A**

#### Tombstone Coding Protocol Guide– Ringtail

Please Note. This guide is intended to provide a basis outline of Tombstone Coding field names and basic protocol requirements in a Ringtail software environment. The protocols outlined in this guide may be amended and adjusted as required and as agreed to with the Project Authority.

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).

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

Field name	Protocol
Title	Type the title of the document as it appears on the document. Include the full title of the document. Leave the field empty if there is no title. List the complete title or Re: line a single line even if it has multiple lines in the document. Do not include “Re:” or “Subject” in the field.
Type	There should only be one document type per document. Use only the pick list to ensure consistency Attachments coded as separate records should have their own document type.
Features	Indicates descriptive characteristics about a document, but is not meant to capture the type of document. Do not code for duplicate or variant while tombstone coding. This is a separate and distinct task.
Main Date	This is the exact date of the document. The format is DD-Mm-YYYY.
Coder Flag	Temporary “to be checked” type field not an analysis of contents.
Full Title	Use only if you run out of room in the Title field (which has a maximum of 255 characters). Copy the data from the title field into the full title field and then add the rest of the title.

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Field name	Protocol
Author and Recipient	<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).</p> <p>If illegible or unknown name of person, leave blank.</p> <p>Positions are within parentheses (mixed case).</p> <p>Do not use acronyms/ abbreviations for positions, even if abbreviated in document. Type full name of position.</p> <p>If position is unknown or illegible, leave blank.</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>Cc’s should not be coded.</p>
Organization	<p>Enter the department and/or company of the person(s) who authored the document (mixed case). E.g. Indian and Northern Affairs Canada.</p> <p>If illegible or unknown, leave blank.</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>Use the “Between” function for People/Orgs for document types like agreements. In most cases, only the organizations will be required (i.e. signatories should not be included; rather it is the parties to the document that should be coded).</p>
Coding Specific to Email Chains	<p>Email chains should be kept intact as one document (i.e. no break-up is required).</p> <p>The Type will be “Email Chain” (if it is just a single email, the Type will be Email).</p> <p>The author (People From) will be coded as the author in the last email (the most recent date) of the chain.</p> <p>The recipient (People To) will be coded as the recipient in the last email (the most recent date) of the chain.</p> <p>The Main Date will be the date of last email (the most recent date) of the chain.</p> <p>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</p> <p style="padding-left: 40px;">Dergo K to Donahue K and Desroches T - March 22, 2015</p>

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**ATTACHMENT 2 to ANNEX A**  
**DOCUMENT SCANNING SPECIFICATIONS**

**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 8.5 or AD Summation iBlaze 3.1.0 (as specified in the call-up contract);

**Document File Specifications:**

**Documents:**

LMB-00001[00-03]	Cover
LMB-00001[01-03]	Attachment 1
LMB-00001[02-03]	Attachment 2
LMB-00001[03-03]	Attachment 3

**Imginfo Table Data in TXT format**

```

Imgtag | Defdir | Imgfiles | Pages
"LMB-00001[00-03]" | "@Icrown\box01\00001\00\" | "0000000{1-2}.TIF" | "2"
"LMB-00001[01-03]" | "@Icrown\box01\00001\01\" | "00000001.TIF" | "1"
"LMB-00001[02-03]" | "@Icrown\box01\00001\02\" | "0000000{1-2}.TIF" | "2"
"LMB-00001[03-03]" | "@Icrown\box01\00001\03\" | "0000000{1-2}.TIF" | "2"
    
```

Tab Delimiters to be used:

- Field Separator = | (stick or pipe)
- Quote Character = " (double quotes)
- 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; and
12. Where required, slipsheet/separate Cover (Parent) and attachments (Child) documents as required.

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**TP1**The acceptable margin of error is 1%.

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

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. Customs duties are included and Applicable Taxes are extra.

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	All-inclusive Per Diem Rate (CDN\$) April 1, 2021 to March 31, 2022 OPTION YEAR 3
Research Analysis	\$	\$	\$	\$
Research Services	\$	\$	\$	\$
Database 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	All-inclusive Per Diem Rate (CDN\$) April 1, 2021 to March 31, 2022 OPTION YEAR 3
Research Services	\$	\$	\$	\$
Database Management	\$	\$	\$	\$

**Maximum Authorized Fees:** \_\_\_\_\_ (to be identified at SOA award)

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**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 "travellers", rather than those referring to "employees".

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

All payments are subject to government audit.

**Maximum Authorized Travel and Living Expenses:** \$ \_\_\_\_\_ (to be identified at SOA award)

**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.

**Maximum Authorized Other Direct Expenses:** \$ \_\_\_\_\_ (to be identified at SOA award)


**Total Maximum Authorized Standing Offer Agreement Value** \$ \_\_\_\_\_  
(Applicable taxes extra)



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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST AND IT SECURITY SAFEGUARD REQUIREMENTS

 Government of Canada / Gouvernement du Canada	RECEIVED AUG 23 2016	Contract Number / Numéro du contrat 1000184652
		Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Aboriginal Affairs and Northern Development Canada	2. Branch or Directorate / Direction générale ou Direction LMRB, PSD/ LMRB West
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Research Related Services-RSAB		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP 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 <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED



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

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

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

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

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

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

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

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

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

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**  
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

**PRODUCTION**

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

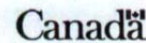
**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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**PART C - (continued) / PARTIE C - (suite)**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO					COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				CONFIDENTIAL
Information / Assets Renseignements / Biens Production		✓															
IT Media / Support TI		✓															
IT Link / Lien électronique		✓															

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

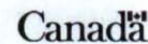
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Solicitation No. – N° de l'invitation  
1000184652A



Aboriginal Affairs and  
Northern Development Canada

Affaires autochtones et  
Développement du Nord Canada

# Aboriginal Affairs and Northern Development Canada

## IT Security Safeguard Requirements

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Contractor Name	<b>RFP</b>
Contract Number	<b>1000184652</b>
Document Number:	<b>9134422</b>
Date:	<b>2016-08-23</b>
Designation / Classification	<b>Unclassified</b>



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## **Overview**

In accordance with the Security Requirement Checklist (SRCL) for contract 1000184651, 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 (DIAND) Information Security Requirements listed within this document.

Public Services and Procurement Canada (PSPC) 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 DIAND 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 DIAND data to DIAND's Departmental Security Officer;
- Notify DIAND's Departmental Security Officer regarding any security breach or suspected security breach which could impact DIAND data; and
- Inform all staff who will be handling DIAND data of these requirements.

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

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

## **Physical Storage of Departmental Data**

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

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

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## Electronic Transmission of Departmental Data

When there is a requirement to electronically transmit departmental data between the contractor and DIAND, 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 DIAND 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. DIAND accepts any residual risk for their use during the contract. Therefore, an IT inspection by PSPC to verify remote access services is not required.

Classification Level	DIAND Approved Transmission Methods	Requirements
<b>Protected A</b>	Email	<p>The Contractor can transmit Protected A Data to DIAND 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 DIAND 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 DIAND data will be connected to this network, the</p>

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		<p>wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>• The administrator user name and password must be changed from their default values;</li> <li>• The network name (SSID) has been changed from its default value; and</li> <li>• WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> <li>○ Must be 8 characters or longer;</li> <li>○ Have at least one upper case character;</li> <li>○ Have at least one lower case character;</li> <li>○ Have at least one numeric character; and</li> <li>○ Have at least one allowed special character.</li> </ul> </li> </ul>
<p><b>Protected B</b></p>	<p>Encrypted and Digitally Signed eMail</p>	<p>The Contractor can transmit Protected B Data to DIAND 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>○ 3DES-168 Bit or higher</li> <li>○ AES-128 Bit or higher</li> </ul> </li> <li>▪ Digitally signed with one of the following algorithms: <ul style="list-style-type: none"> <li>○ RSA (Rivest, Shamir, Adleman)</li> <li>○ DSA (Digital Signature Algorithm)</li> <li>○ ECDSA (Elliptic Curve Digital Signature Algorithm)</li> </ul> </li> </ul> </li> </ul>



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		<ul style="list-style-type: none"> <li>▪ One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> <li>○ SHA-224</li> <li>○ SHA-256</li> <li>○ SHA-384</li> <li>○ SHA-512</li> </ul> </li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing DIAND 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>○ Must be 12 characters or longer;</li> <li>○ Have at least one upper case character;</li> <li>○ Have at least one lower case character;</li> <li>○ Have at least one numeric character; and</li> <li>○ Have at least one allowed special character.</li> </ul> </li> </ul>
	DIAND Secure File Exchange Service	<p>The Contractor can transmit Protected B Data via DIAND'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 DIAND; and</li> <li>• The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (<a href="https://efse-sfee.aadnc-aandc.gc.ca/policy/sfe_Acceptable_use_policy.html">https://efse-sfee.aadnc-aandc.gc.ca/policy/sfe_Acceptable_use_policy.html</a>)</li> </ul>
	DIAND Collaboration Service	<p>The Contractor can transmit Protected B Data via DIAND'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 DIAND.</li> </ul>

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	Fax	<p>The Contractor can transmit Protected B Data to DIAND 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>
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### **Remote Connectivity to the DIAND Network**

As stated in the SRCL, the contractor may require remote access to the DIAND 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 DIAND network; and
- The Citrix Portal <https://pa-ap.aadnc-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. DIAND accepts any residual risk for their use during the contract. Therefore, an IT inspection by PSPC to verify remote access services is not required.