



REQUEST FOR STANDING OFFER

Bid Receiving:

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

REQUEST FOR STANDING OFFERS

Proposal to DIAND:

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indigenous and Northern Affairs Canada, 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.

| | |
|--|---|
| Title Research analysis, research services and document management | |
| Solicitation Number 1000198610 | |
| Date (YYYYMMDD) 2018-10-22 | |
| Solicitation Closes At 14:00 | Time Zone Eastern Standard Time (EST) |
| On (YYYYMMDD) 2018-12-03 | |
| Standing Offer Authority Name Alma Moyeda | |
| Telephone Number (819) 953-6153 | |
| Facsimile Number (819) 953-7721 | |
| Email Address alma.moyeda@canada.ca | |
| Destination(s) of Services Canada | |
| Security THIS REQUEST INCLUDES SECURITY PROVISIONS | |
| Instructions: See Herein | |
| Delivery Required: See Herein | |
| Person Authorized to sign on behalf of Vendor Name Title | |

| |
|---------------------|
| Vendor/Firm Name |
| Address |
| Telephone Number |
| GST/HST Number |
| QST Number |

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

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

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity, the Security Requirements Checklist, Greening Government Operations and Certification and any other annexes.

1.2 Summary

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

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

The upcoming standing offer agreements will continue for a duration of two (2) years from the date of award (anticipated for April 2019). LMRB requires two additional optional extensions of one (1) year each to this mechanism (for a maximum duration of four (4) years for the entire period).

The current Standing Offer Agreements for these services are anticipated to expire in March 31, 2019.

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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.3 Security Requirements

There are **two levels** of 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 and Annex C: For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program of Public Works and Government Services Canada](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4.4 of 2006, Standard Instructions – Request for Standing Offers – Goods or Services, Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2 Submission of Offers

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

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

2.2.3 Tender Envelope Submissions

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

- RFSO Number: 1000198610
- Contracting Authority: **Alma Moyeda**
- Closing Date: **December 3, 2018**
- Offeror's Name and Address
- **"Offer Documents Enclosed"**

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer six (6) hard copies and one (1) soft copy in PDF format.

Section II: Financial Offer one (1) hard copy

Section III: Certifications one (1) hard copy

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

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

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

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

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

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

Section I: Technical Offer

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

Section II: Financial Offer

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

3.2 Exchange Rate Fluctuation

C3011I (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

3.3 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites 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

3.3.1 The Company Security Officer must ensure through the Contract Security Program 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 PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

4.1.1 Each Proposal will be evaluated in the following manner:

1. **Evaluation against the Mandatory Criteria.** Technical Proposals that fail to meet any one (1) of the Mandatory Criteria, M1 to M5, will be deemed non-compliant and no further consideration will be given.
 2. **Evaluation against the Point-Rated Criteria.** Technical Proposals that meet all of the Mandatory Criteria will be point-rated against further criteria, R1 to R5, inclusive, below.
 3. **Evaluation of Financial Proposals.** Bidders meeting all the Mandatory Criteria will be evaluated using the methodology set out in the Financial Evaluation of these Selection and Evaluation Criteria. The score as calculated in this stage will constitute the Bidder's Financial Score.
- 4.1.2 The Bidder must ensure that its Proposal provides sufficient evidence for the Evaluation Committee to assess the compliance of the Proposal with the criteria listed in this RFSO. It is the sole responsibility of the Bidder to provide the applicable information within its Proposal to enable the Evaluation Committee to complete its evaluation.
- 4.1.3 An evaluation team composed of representatives of DIAND will evaluate the proposals.
- 4.1.4 The Bidder must include, in its proposal, any reference material it wishes to be considered for evaluation. Any material or documents outside the Proposal will not be considered (for example, should the Bidder wish to provide screen shots of its website or product, etc. for evaluation, copies or printouts of website or product material must be included within the Proposal). URL links to the Bidder's website will not be considered by the Evaluation Committee. The Evaluation Committee will not take into account any prior knowledge of experience with the Bidder.
- 4.1.5 A weighting has been established by DIAND wherein the Bidder's **Technical Score** as derived from the Point-Rated Criteria will be valued at **70%** of the Bidder's Total Score, and the Bidder's **Financial Score** will be valued at **30%** of the total score.

4.1.6 Definitions

The following definitions apply to the Criteria, below:

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

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

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

4.1.8 Bidders may propose in any of the following Regions:

- National Capital Region,
- Calgary Region,
- Québec Region or
- Vancouver Region.

Proposals against each Region will be evaluated separately.

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

4.1.9 Submission of Only One Bid from a Bidding Group:

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

4.1.10 The Bidder should provide a company profile and resume demonstrating its knowledge and experience in the provision of Litigation Research Analysis, Litigation Research Services and Document Management Services relevant and similar to DIAND's requirement as defined in the SOW. The Bidder should include:

- The full legal name of the entity submitting the Proposal;
- Identification of the Bidder's proposed Team (i.e. parties to the Proposal). This should include, as applicable, all joint venture members, partners and any major subcontractors with which the Bidder will foreseeably work.
- The Region in which it is proposing to provide services. This should include a description of the capacity of the Bidder in the Region in which it is proposing to provide services. This should include the names of the proposed Resources that will be available for work from the proposed Region.

4.2 Technical Evaluation

4.2.1 Mandatory Technical Criteria

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

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

Bidders **MUST** clearly indicate in their proposal the page number and paragraph number where the reference material can be found.

| Bidder's Name: | Mandatory Technical Criteria | Proposal Ref. Pg. # | Reserved for DIAND | |
|----------------|--|---------------------|--------------------|------|
| | | | Pass | Fail |
| M1 | <p>1. Region of Service Delivery</p> <p>1.1 The Bidder MUST propose services in one (1) of the following Regions of service delivery:</p> <ul style="list-style-type: none"> a) The National Capital Region (NCR); b) Calgary Region (the Calgary Census Metropolitan Area); c) Quebec Region (including both Montreal and Quebec City); d) Vancouver Region (Metro Vancouver Regional District). | | | |
| M2 | <p>2. Proposed Resources</p> <p>2.1 The Bidder MUST propose one (1) Resource in each of the four (4) Resource Categories below:</p> <ul style="list-style-type: none"> a) Research Analysis (Principal) (RA-P) b) Research Analysis (RA); c) Research Services (RS); d) Document Management (DM). <p>2.2 Each proposed resource MUST meet the Minimum Resource Qualifications for the category in which they are proposed, as stated in the Statement of Work, section 8.1:</p> <p><i>Bidders MUST use the forms at Table M2 for each required Resource Category in responding to this evaluation criterion.</i></p> <ul style="list-style-type: none"> a) In citing projects for demonstration of meeting the minimum requirements, the Bidder MUST clearly indicate billable days completed by the related Resource for the specific task(s) listed, educational attainments, and other evidence for each Proposed Resource. Projects lacking in substantiating details will not be considered. <p>2.3 If the Bidder is submitting a proposal for the Quebec Region, the Bidder MUST identify at least one (1) Resource proposed in the</p> | | | |

| Bidder's Name: | | | |
|----------------|---|---------------------|---------------------------------|
| Item | Mandatory Technical Criteria | Proposal Ref. Pg. # | Reserved for DIAND Pass Fail |
| | <p>role of Research Analysis (Principal) (RA-P) or Research Analysis (RA) that has completed work in French.</p> <p>a) This Resource MUST be named as the individual responsible for the development of written deliverables in French in one (1) or more of the projects provided in response to M3.</p> | | |
| M3 | <p>3. Project Experience</p> <p>3.1 The Bidder MUST include four (4) project summaries as follows:</p> <p>a) One (1) RA-P project including the Bidder's RA-P resource (as proposed in M2);</p> <p>b) Two (2) RA projects including the Bidder's RA resource (as proposed in M2); and</p> <p>c) One (1) RS project including the Bidder's RS resource (as proposed in M2).</p> <p><i>The Bidder MUST use the project forms at Table M3 in responding to this evaluation criterion.</i></p> <p>3.2 Each of the Resources (as identified in factor 3.1 above) MUST have completed a minimum of 20 billable days on the cited project in the role in which he/she is proposed.</p> <p>3.3 Where the Bidder is submitting a proposal for the Quebec Region, <u>all</u> project experience MUST have been completed in French, and the related project summary MUST also be provided in French.</p> <p>3.4 Each project MUST meet the following:</p> <p>a) Have been completed by the Bidder within the past five (5) years [as of the distribution / posting date of the RFSO].</p> <p>b) Include the provision of ALL of the following services:</p> <ul style="list-style-type: none"> o Research Analysis (RA) (as described in the SOW, section 6.3); o Research Services (RS) (as described in the SOW, section 6.4); o Document Management (DM) (as described in the SOW, section 6.5). <p>c) Describe the contributions of the proposed Resource to the project in the role in which he/she is proposed;</p> <p>d) Describe the contributions of any other Bidder resources to the work of the project as a whole, including RA-P (only if applicable to the scope of the work), RA, RS, and DM</p> | | |

| Bidder's Name: | | | | | | | |
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| Item | Mandatory Technical Criteria | Proposal Ref. Pg. # | Reserved for DIAND | | | | |
| | | | <table border="1"> <tr> <th data-bbox="386 337 474 418">Pass</th> <th data-bbox="386 259 474 337">Fail</th> </tr> <tr> <td></td> <td></td> </tr> </table> | Pass | Fail | | |
| Pass | Fail | | | | | | |
| | | | | | | | |
| | <p>resources.</p> <p>4. Reference Letters</p> <p>4.1 The Bidder MUST include a Reference Letter M4 for each of the four (4) projects provided in response to M3, for a total of four (4) Reference Letters M4.</p> <p><i>Bidders MUST use template M4 for each of the four (4) Reference Letters.</i></p> <p>4.2 The Bidder MUST fill the following sections for each of the four (4) Reference Letters M4</p> <ul style="list-style-type: none"> a) The names of the proposed Resources involved in the work for the Client Authority for each work category (RA-P, RA, RS, DM) b) The number of billable hours completed by each proposed Resource c) The tasks required within the project as they relate to the current requirement; d) The deliverables provided to the Client Authority by the Bidding group <p>4.3 The Bidder MUST send the relevant Table M3 to the client organization to whom the Bidder directly reported for each project [Client Authority] for their review and to support their completion of the Reference Letter M4.</p> <ul style="list-style-type: none"> a) The Client Authority may provide comments with regard to the work provided to her/his organization. <p>4.4 Each Reference Letter M4 MUST be "wet" signed by the Client Authority. Note: wet signature is defined as the physical mark on the document, as created by the Client Authority.</p> <p><i>DIAND reserves the right to contact the named client reference to verify the accuracy and veracity of the information provided in the Bidder's Proposal, by means of a series of standardized questions posed to the authority. Should DIAND choose to contact the project authorities and should one (1) or more named client project authority provide a negative reference regarding the accuracy or veracity of the Bidder's Proposal, the Proposal will be deemed non-compliant and given no further consideration.</i></p> | | | | | | |
| M4 | | | | | | | |

| Bidder's Name: | | | |
|----------------|--|---------------------|--------------------|
| Item | Mandatory Technical Criteria | Proposal Ref. Pg. # | Reserved for DIAND |
| | | | Pass |
| | | | Fail |
| M5 | <p>5. Scenario Analysis</p> <p>The Bidder MUST complete both a research plan (5.1 below for Appendix A) and the database tasks (5.2 below for Appendix A).</p> <p>5.1 Scenario Response: Research Plan</p> <p><i>The Bidder's choice of scenario alone will have no bearing on the Bidder's score or any resultant call-up in any resultant Standing Offer Agreement (SOA).</i></p> <p><i>The Bidder's response should be no longer than 10 pages in 12 point font on 8 1/2" by 11" paper size.</i></p> <p><i>Note: The scenarios presented are entirely fictitious and are meant to provide a measure of the Bidder's ability to complete a Research Plan. Any resemblance of the scenarios to actual events, names, or places is entirely unintentional.</i></p> <p>5.1.1 For the NCR Region:</p> <p>Bidders submitting a proposal in the NCR region MUST submit a response against either the Historic Treaty (Option 1) or the Oil and Gas Case (Option 2) at the Bidder's discretion (see Appendix A).</p> <p>In order to demonstrate professional capabilities in the language of work required, Bidders submitting a Proposal against the NCR Region MUST provide their response to this criterion in English.</p> <p>5.1.2 For the Calgary Region:</p> <p>Bidders submitting a proposal in the Calgary region MUST submit a response against the Oil and Gas Case (Option 2) (see Appendix A).</p> <p>In order to demonstrate professional capabilities in the language of work required, Bidders submitting a Proposal against the Calgary Region MUST provide their response to this criterion in English.</p> <p>5.1.3 For the Québec Region:</p> <p>Bidders submitting a proposal in the Québec Region MUST submit a response against the French Scenario "Tribunal des revendications particulières". (see Appendix A)</p> <p>In order to demonstrate professional capabilities in the language of work required, Bidders submitting a Proposal against the Québec Region MUST provide their response to this criterion in French.</p> <p>5.1.4 For the Vancouver Region:</p> <p>Bidders submitting a proposal in the Vancouver region MUST submit a response against the Historic Treaty Case (Option 1) (see Appendix</p> | | |

| Bidder's Name: | | Reserved for DIAND | |
|----------------|--|---------------------|-----------|
| Item | Mandatory Technical Criteria | Proposal Ref. Pg. # | Pass Fail |
| | <p>A).</p> <p>In order to demonstrate professional capabilities in the language of work required, Bidders submitting a Proposal against the Vancouver Region MUST provide their response to this criterion in English.</p> <p>5.2 Scenario Response: Database Tasks</p> <p>a) Bidders submitting a proposal in any Region(s) MUST submit a response to the "Research Services and Document Management Capabilities" scenario.</p> <p>b) In Appendix A there are ten (10) English public record documents and ten (10) French public record documents. Bidders are required to provide a summary and a dataset in the language required by the region in which they are bidding</p> <p>c) Bidders MUST use the attached Appendix B, "Tombstone Coding Protocol" as a basis for coding the ten (10) public records documents provided in Appendix A (DM task)</p> <p>d) In addition, Bidders MUST include an additional field called "Summary" in the database and/or dataset provided. The "Summary" field MUST summarize the key content of the documents in no more than 1-2 short, clear sentences (RS Task).</p> <p>e) Completed datasets MUST be provided in hard-copy and should NOT include any of the excluded characters. Bidders should abide by the other restrictions outlined in Appendix B.</p> | | |

4.2.2 Point Rated Technical Criteria

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

Proposals for each Region will be evaluated separately.

| Bidder Name: | | | | |
|--------------|--|---------------------|--------------------|---------------|
| Item | Point Rated Technical Criteria | Proposal Ref. Pg. # | Reserved for DIAND | |
| | | | Minimum Score | Maximum Score |
| R1 | <p>1. Bidder Resource Experience</p> <p>The evidence within the M2 table for the Bidder's proposed Resources will be evaluated on the breadth of the individual's experience regarding the provision of services in the Resources' proposed category (as defined in the Statement of Work) <i>in the area of Indigenous relations with the Crown</i>. Points will be awarded for additional experience of the Resource demonstrated beyond the minimum qualifications as follows:</p> <ul style="list-style-type: none"> a) Research Analysis (Principal): Up to 11 points in total based on the following: <ul style="list-style-type: none"> • Up to 5 points, based on 1 point per 100 billable days of demonstrated additional experience, above the minimum qualification requirement in M2; and • Up to 6 points, based on 1 point per additional task in which the resource demonstrates at least 30 billable days of work experience. The additional tasks are : RA-2, RA-4, RA-6, RA-7, RA-9, RA-10, RA-12, RA-13, RA-14, RA-15, and RA-17 (as indicated in SW5 of the Scope of Work) b) Research Analysis: Up to 11 points in total based on the following: <ul style="list-style-type: none"> • Up to 5 points, based on 1 point per 100 billable days of demonstrated additional experience, above the minimum qualification requirement in M2; and • Up to 6 points, based on 1 point per additional task in which the resource demonstrates at least 30 billable days of work experience. The additional tasks are: RA-2, RA-4, RA-6, RA-7, RA-9, RA-10, RA-12, RA-13, RA-14, RA-15, and RA-17 (as indicated in SW5 of the Scope of Work). c) Research Services: Up to 8 points in total based on the following: <ul style="list-style-type: none"> • Up to 4 points, based on 1 point per 30 billable days of demonstrated additional experience; and • Up to 4 points, based on 1 point per additional task in which the resource demonstrates at least 30 billable days of work experience. The additional tasks are: | N/A | 30 | |

| Bidder Name: | | | | |
|--------------|--|---------------------|---|---------------|
| Item | Point Rated Technical Criteria | Proposal Ref. Pg. # | Reserved for DIAND | |
| | | | Minimum Score | Maximum Score |
| | <ul style="list-style-type: none"> RS-1, RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8, RS-9, RS-11, and RS-12 (as indicated in SW5 Scope of Work). <p><i>Note: Document Management Resources will not be awarded points under this criterion factor.</i></p> | | | |
| | <p>2. Project Experience</p> <p>2.1 The Bidder's four (4) descriptions of project experience provided in compliance with M3 will be evaluated on the basis of its relevance to DIAND's requirements for Research Analysis, Research Services, and Document Management (as outlined below) in breadth, nature, size, scope, complexity and approach.</p> <p>Up to a maximum of 10 points per project, for a total of 40 points in total will be awarded based on the factors below:</p> <p>a) Up to 5 points/project for each of the Research Analysis (Principal), Research Analysis and Research Services resources' project summaries [total of four projects], based on the relevance of the nature of service, subject matter and client organization of the cited project relative to DIAND's requirement [20 points in sub-total]</p> <p>Points will be allocated according to the following scale (The subject matter relevance is defined further below)</p> <ul style="list-style-type: none"> 5 points : Subject matter is very relevant AND project client organization is very relevant (DIAND) 4 points : Subject matter is very relevant AND project client organization is partially relevant (Province, First Nation or other Federal Government department as client) 3 points : Subject matter is partially relevant AND project client organization is very relevant (DIAND) 2 points: Subject matter is partially relevant AND project client organization is partially relevant (Province, First Nation, or other Federal Government Department as client) 1 point: Subject matter has limited relevance AND client organization has limited relevance 0 point : Not Addressed / Unsatisfactory <p><i>Note : Relevance of subject matter will be determined as follows:</i></p> <p><u>Very Relevant subject matter:</u></p> <p>Indigenous Litigation which includes but is not limited to:</p> <ul style="list-style-type: none"> - Aboriginal rights, title or land claims - Specific Claims Tribunal cases - Indigenous Canadian Human Rights Tribunal cases where DIAND is defendant. | N/A | 40 points in total (10 points per project) | |
| R2 | | | | |

| Bidder Name: | | | | |
|--------------|---|---------------------|--------------------|---------------|
| Item | Point Rated Technical Criteria | Proposal Ref. Pg. # | Reserved for DIAND | |
| | | | Minimum Score | Maximum Score |
| | <ul style="list-style-type: none"> - Charter challenges against DIAND - Claims of physical and sexual abuse against DIAND - Oil and Gas litigation against DIAND - Other litigation where DIAND is the main defendant - Research to support a Specific Claim <p><u>Partially relevant subject matter:</u></p> <ul style="list-style-type: none"> - Research for the Truth and Reconciliation Commission - Archival research to support DIAND program and policy review - Litigation between one or more Indigenous group(s) and a province not included under very relevant subject matter <p><u>Limited relevance subject matter:</u></p> <ul style="list-style-type: none"> - Research Analysis services provided to a client that do not fall under very or partially relevant. <p>b) Up to 5 points/project for each of the Research Analysis (Principal) and Research Analysis resources' project summaries [total of three projects], based on the relevance of the size, scale and complexity of the cited project relative to DIAND's requirements [15 points in sub-total]:</p> <ul style="list-style-type: none"> • 5 points: 50 Research Analysis days of effort by the resource on the project, comprising at least 4 of the RA tasks in the SOW, section 6.3 • 3 points: 40 Research Analysis days of effort by the resource on the project, comprising at least 3 of the RA tasks in the SOW, section 6.3 • 1 point: 30 Research Analysis days of effort by the resource on the project, comprising at least 3 of the RA tasks in the SOW, section 6.3 • 0 point: Below 30 Research Analysis days of effort by the resource on the project. <p>c) Up to 5 points for the Research Services resource's project summary, based on the relevance of the size, scale and complexity of the cited project relative to DIAND's requirements [5 points in sub-total]</p> <ul style="list-style-type: none"> • 5 points: 50 Research Services days of effort by the resource on the project, comprising at least 4 of the RS tasks in the SOW. • 3 points: 40 Research Services days of effort by the resource on the project, comprising at least 3 of the RS tasks in the SOW. • 1 point: 30 Research Services days of effort by the resource on the project, comprising at least 3 of the RS tasks in the SOW. • 0 point: Less than 30 Research Services days of effort by the resource on the project. | | | |

| Bidder Name: | | | | |
|--------------|--|---------------------|--------------------|---------------|
| Item | Point Rated Technical Criteria | Proposal Ref. Pg. # | Reserved for DIAND | |
| | | | Minimum Score | Maximum Score |
| | | | N/A | 45 |
| R3 | <p>3. Bidder Capacity</p> <p>3.1 5 points will be awarded for having at least one (1) project submitted in response to the Mandatory Criteria M2 in which all four (4) of the Bidder's proposed Resources have provided services, together as a team.</p> <p>Note that in order to be considered, the RA-P, RA, and RS resources each required a minimum of 20 billable days of work on the project and the DM resource required a minimum of 10 billable days.</p> <p>3.2 5 points will be awarded where the Bidder demonstrates an existing place of business from which it is offering to provide services, located within 100km of the Region in which it is proposing services:</p> <ul style="list-style-type: none"> a) For the NCR: Ottawa or Gatineau; b) For Quebec Region: Montreal or Quebec City; c) For Calgary Region: The Calgary Census Metropolitan Area d) For Vancouver Region: The Metro Vancouver Regional District <p>3.3 Up to 5 points will be awarded, based on availability of the Bidder's proposed resources:</p> <ul style="list-style-type: none"> • 5 points = All four (4) proposed resources will work on-site at the Bidder's place of business; • 3 points = At least the proposed RA-P and the RA resources will work on-site at the Bidder's place of business • 1 point = At least the proposed RA resource will work on-site at the Bidder's place of business • 0 points = No response or no RA resources will work on-site. <p>3.4 Up to 15 points will be awarded for the Bidder demonstrating additional qualified RA Resources [i.e. each meets the minimum resource qualification for the role and has completed the applicable M2 table]. Points will be awarded on the following scale:</p> <ul style="list-style-type: none"> • 15 points = Five (5) or more qualified resources are demonstrated; • 12 points = Four (4) qualified resources are demonstrated; • 9 points = Three (3) qualified resources are demonstrated; • 6 points = Two (2) qualified resources are demonstrated; • 3 points = One (1) qualified resource is demonstrated; • 0 points = No response or no additional resource demonstrated. <p>3.5 Up to 10 points will be awarded for the Bidder demonstrating additional qualified RS Resources [i.e. each meets the minimum resource qualification for the role and has completed the applicable</p> | | | |

| Bidder Name: | | | | |
|---------------------|---|---------------------|--------------------|---------------|
| Item | Point Rated Technical Criteria | Proposal Ref. Pg. # | Reserved for DIAND | |
| | | | Minimum Score | Maximum Score |
| | <p>M2 table]. Points will be awarded on the following scale:</p> <ul style="list-style-type: none"> • 10 points = Five (5) or more qualified resources are demonstrated; • 8 points = Four (4) qualified resources are demonstrated; • 6 points = Three (3) qualified resources are demonstrated; • 4 points = Two (2) qualified resources are demonstrated; • 2 points = One (1) qualified resource is demonstrated; • 0 points = No response or no additional resource demonstrated. <p>3.6 Up to 5 points will be awarded for the Bidder demonstrating additional qualified DM Resources [i.e. each meets the minimum resource qualification for the role and has completed the applicable M2 table]. Points will be awarded on the following scale:</p> <ul style="list-style-type: none"> • 5 points = Ten (10) or more qualified resources are demonstrated; • 4 points = Eight (8) or more qualified resources are demonstrated; • 3 points = Six (6) or more qualified resources are demonstrated; • 2 points = Four (4) or more qualified resources are demonstrated; • 1 point = Two (2) or more qualified resource is demonstrated; • 0 points = No response or no additional resource demonstrated. | | | |
| R4 | <p>4. Scenario Completion</p> <p>4.1 Scenario: Research Plan</p> <p>The Bidders' Research Plan completed in response to M5, above, will receive up to thirty-five (35) points. The factors below will be considered in the awarding of points. Each factor includes a description of the factors that must be included and fully addressed and an individual rating scale.</p> <p>a) Identification of key issues</p> <p>Up to 10 points for the identification of key issues to be considered excellent and extensive, the Bidder must address all key issues within the case, and descriptions must be provided as to why each issue discussed is a "key" issue. LMRB will use an answer key listing all key issues for each scenario that was developed prior to the posting of the solicitation.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • 10 points : All key issues identified with a full description for each; • 8 points: 80% to less than 100% of the key issues are identified with a full description; or all issues are identified but descriptions are not complete; • 6 points: 60% to 79% of the key issues are identified with a full description; or 80% to less than 100% of issues are identified but | | N/A | 60 |

Bidder Name:

| Item | Point Rated Technical Criteria | Proposal Ref. Pg. # | Reserved for DIAND | |
|------|---|---------------------|--------------------|---------------|
| | | | Minimum Score | Maximum Score |
| | <p>descriptions are not complete.</p> <ul style="list-style-type: none"> • 4 points: 40% to 59% of the key issues are identified with a full description; or 60% to 79% of issues are identified but descriptions are not complete. • 2 points: 20% to 39% of the key issues are identified with a full description; or 40% to 59% of issues are identified but descriptions are not complete. • 0 point: Less than 20% of the key issues are identified with a full description; or less than 40% of issues are identified but descriptions are not complete. <p>b) Identification and elaboration of research scope;</p> <p>Up to 10 points for the scope, which should address each of the following with detail provided for each:</p> <ul style="list-style-type: none"> i. An overall structure with an introduction outlining the facts of the case; ii. Linkages between the relevancy criteria (Item 3 below), the types of documents to be collected and the sources to be reviewed (i.e. what types of documents will be found in which sources); iii. Descriptive detail of the sources to be reviewed and their location; <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • 10 points: All 5 scope factors are addressed with a full description for each; • 8 points : 4 of 5 scope factors are addressed with a full description for each, or all 5 factors are addressed but descriptions are not complete; • 6 points: 3 of 5 scope factors are addressed with a full description for each, or 4 of 5 factors are addressed but descriptions are not complete; • 4 points: 2 of 5 scope factors are addressed with a full description for each, or 3 of 5 factors are addressed but descriptions are not complete; • 2 points : 1 of 5 scope factors are addressed with a full description for each, or 2 of 5 factors are addressed but descriptions are not complete; • 0 point: No factors are addressed, or 1 factor is addressed but the description is not complete; <p>c) Criteria for Relevant Documentation and Types of Documentation;</p> | | | |

| Bidder Name: | | | | |
|---------------------|--|----------------------------|---------------------------|----------------------|
| Item | Point Rated Technical Criteria | Proposal Ref. Pg. # | Reserved for DIAND | |
| | | | Minimum Score | Maximum Score |
| | <p>Up to 5 points will be awarded for providing criteria for relevant documentation, including both the criteria and types of documents to be considered within the scenario. LMRB will use a model answer listing all possible criteria for relevant documentation and types of documents related to the scenario. The model answer was developed prior to posting the solicitation.</p> <p>When awarding points, LMRB will consider the list of relevant documentation and the types of documentation as a single list. For example, where there are 5 criteria for determining relevance of documentation and 3 types of documentation, all 8 factors must be addressed.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • 5 points: 90-100% of criteria for determining document relevancy and types of documents are described; • 4 points: 75-89% of criteria for determining document relevancy and types of documents are described; • 3 points : 51-74% of criteria for determining document relevancy and types of documents are described; • 2 points: 35-50% of criteria for determining document relevancy and types of documents are described; • 1 point: 15-34% of criteria for determining document relevancy and types of documents are described; • 0 point: Less than 15% of criteria for determining document relevancy and types of documents are described; <p>d) Possible sources and location of information;</p> <p>Up to 5 points for the Bidder's description of possible sources and location of information in relation to the scenario in question. LMRB will use an answer key listing all possible sources of information for each scenario that was developed prior to the posting of the solicitation.</p> <p>When awarding points, LMRB will consider the source and its location as two separate factors in a single list. For example, where there are 5 sources of information in different locations, 10 factors must be addressed (1 = the source; 1 = its location).</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • 5 points: 90-100% of the sources and their locations are identified; • 4 points: 75-89% of the sources and their locations are identified; • 3 points: 51-74% of the sources and their locations are identified; • 2 points: 35-50% of the sources and their locations are identified; | | | |

| Bidder Name: | | |
|---------------------|--|-------------------------------------|
| Item | Point Rated Technical Criteria | Proposed Ref. Pg. # |
| | | Reserved for DIAND Minimum Score |
| | | Maximum Score |
| | <ul style="list-style-type: none"> ● 1 point: 15-34% of the sources and their locations are identified; ● 0 point: Less than 15% of the sources and their locations are identified; <p>e) Document Review and Collection Methodology;</p> <p>Up to 3 points for the Bidder's document review and collection methodology, including identifying the methodology for reviewing sources, copying relevant documents, identifying and removing duplicates, and entering images or native format versions into an appropriate dataset.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> ● 3 points : Methodology is excellent and addresses all aspects of source review described above; ● 2 points: Methodology is good but does not address all aspects of source review described above; ● 1 point: Methodology is weak and addresses less than half of the aspects of source review described above. <p>f) Work progress tracking methodology.</p> <p>Up to 2 points for the Bidder's description of its work progress tracking methodology.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> ● 2 points: The tracking methodology is excellent and describes a complete methodology that is easily traceable and comprehensible to a third party for review; ● 1 point: Some description of tracking is included but does not represent a specific methodology, or the ability to trace work progress or be comprehensible to a third party for review is not adequate. <p>4.2 Scenario: Database Tasks</p> <p>a) The Bidder's Dataset, completed in response to M5, above, will be reviewed for errors based on the instructions provided in Appendix A. There are 100 possible entries in the dataset. Each possible entry will be allocated one point if correct. The percentage of correct entries (out of 100) will then be prorated to a score out of fifteen (15) points.</p> <p>b) The Bidder's written Summaries within the dataset will receive up to ten (10) points, in total, as follows:</p> | |

| Bidder Name: | | | | |
|---------------------|--|---------------------|--------------------|---------------|
| Item | Point Rated Technical Criteria | Proposal Ref. Pg. # | Reserved for DIAND | |
| | | | Minimum Score | Maximum Score |
| | <ul style="list-style-type: none"> • 10 points: Excellent: Overall, the summaries' language and writing is concise and accurate, clearly reflecting the dataset without any requirement for additional research to determine the linkage between the summary and dataset. • 8 points: Good: Overall, the summaries' language and writing is adequately concise and accurate, reflecting the dataset with a minimal requirement for additional research to determine the linkage between the summary and dataset. • 6 points: Satisfactory: Overall, the summaries' language and writing is somewhat concise and accurate, and somewhat reflects the dataset but requires some additional research to determine the linkage between the summary and dataset. • 4 points: Minimal: Overall, the summaries' language and writing is not concise, contains some inaccuracies, and does not reflect the dataset • 2 points: Poor: Overall, the summaries are not concise, are incoherent and/or contain many inaccuracies, or are particularly incomplete. • 0 points: Not indicated / unsatisfactory: No response was received, or the response is over 2 sentences, or does not address the content it is meant to summarize. | | | |
| R5 | <p>5. Proposal Quality</p> <p>5.1 Up to twenty (20) points will be awarded for presenting Proposals in a clear and logical fashion in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFSO as evidenced by the following:</p> <ul style="list-style-type: none"> a) Two (2) points for writing the narrative portions of the Proposal in a clear, concise, and logical fashion; b) Three (3) points for ordering/structuring the Proposal to match the order and sequence of the Mandatory and Point-Rated evaluation criteria within the RFSO; c) Ten (10) points for completing the provided Bidder Proposal Submission Templates; d) Two (2) points for consecutive page numbering; e) Two (2) points for accurate calculations and; f) One (1) point for use of headers in the Research Plan. | | N/A | 20 |
| | R1-R5 Total Score | | 117 (60%) | 195 |

4.3 Financial Evaluation

- 4.3.1 The Financial Evaluation will be carried out by the Contracting Authority independent of the DIAND Evaluation Committee responsible for rating the Technical Proposal. Financial Proposals will be evaluated based on the methodology detailed below.
 - 4.3.2 All of the information required in this section **MUST** appear in the Bidder's Financial Proposal **ONLY**. The Bidder's Financial Proposal **MUST** be submitted in a sealed envelope, separate from the Bidder's Technical Proposal. The Bidder's failure to comply with this condition will result in the Bidder's Proposal being declared non-compliant and being given no further consideration.
 - 4.3.3 Failure on the part of the Bidder to provide the information required within the Financial Proposal Table below will result in DIAND deeming the Bidder's Proposal to be non-compliant, with the Proposal being given no further consideration by DIAND.
 - 4.3.4 For evaluation purposes, the rates as indicated in section 4.3.5 will be used to derive the Bidder's price score.
 - The Bidders fixed, all-inclusive *per diem* rates **MUST** be inclusive of all payroll, overhead costs and profits required to complete the work. Note: Fixed rates are not to be quoted as ranges.
 - Rates should not include such things as travel and administrative expenses or GST/HST.
 - 4.3.5 **Litigation Research Analysis (Principal), Research Analysis, Research Services and Document Management – Fixed, All-Inclusive Per Diem Rates**
 - Bidders **MUST** indicate the applicable fixed, all-inclusive per diem rate (CAD) for an 7.5 hour day, per Resource/Service Category during the initial period of the SOA.
 - Only one fixed all inclusive rate may be provided for each category, failure to comply with this condition will result in the Bidder's Offer being declared non-compliant and being given no further consideration.
- Offers against each Region will be evaluated separately. Bidders MUST provide a completely separate Offer for each Region in which it would like to be considered.**

| | A | B | C |
|---|--|--|--|
| <u>RESOURCE/SERVICE CATEGORY</u> | <u>FIXED, ALL-INCLUSIVE PER DIEM RATES (CAD)</u> <u>SOA AWARD to March 31, 2021</u> | <u>Level of Effort for Evaluation Purposes ONLY</u> | <u>Resource/Service Category Assessment Value (= A x B)</u> |
| Research Analysis (Principal) | \$ | 11 | |
| Research Analysis | \$ | 11 | |
| Research Services | \$ | 40 | |
| Document Management | \$ | 56 | |
| Bidder's Evaluation Assessment Value (EAV) (ΣC) | | | |

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

The Bidder with the lowest Evaluation Assessment Value (EAV) will be awarded full points (30/30), with fewer points being awarded to all other Bidders on a prorated basis based on the percentage differential of their rate from that of the Bidder with the lowest EAV, as follows:

$$(\text{Lowest EAV} + \text{Bidder's EAV}) \times 30$$

EXAMPLE

| Compliant Bidder | Bidder's Evaluation Assessment Value | Points Awarded (lowest compliant Bidder + compliant Bidder) x 30 (rounded to zero decimal places) |
|------------------|--------------------------------------|--|
| A | 47,800 | 23/30 |
| B | 37,850 | 30/30 |
| C | 65,100 | As lowest evaluation assessment value 17/30 |
| D | 51,100 | 22/30 |
| E | 46,300 | 24/30 |

4.3.6 Resource per diem rates are firm to **31 March 2021**, thereafter (including for any optioned extension period), Resource per diem rates quoted in the initial period of the SOA may be increased or decreased by an amount equal to the Consumer Price Index (CPI) for Canada (<http://www.statcan.gc.ca/bsolc/olc-cel/olc-cel/?lang=eng&catno=62-001-XWE>). All-Items (Not Seasonally Adjusted), published in Statistics Canada Catalogue No. 62-001-XWE, Table 5, in accordance with the following formula, rounded to the nearest two decimals:

Escalation = $((A/B) - 1) \times 100$ Where:

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

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

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

The Contractor shall charge to DIAND the rate for the Service Category of work conducted, regardless of the Resource that conducts the work, in accordance with the Statement of Work, 8.1 and 8.1.1.

4.4. Basis of Selection

4.4.1 SACC Manual Clause (2012-07-16) A0027T - Highest Combined Rating of Technical Merit (70%) and Price (30%)

4.4.2 Only Proposals that meet the all Mandatory Criteria will be considered. All Proposals will be rated on technical acceptability before price is considered.

4.4.3 Standing Offers will be awarded based on a determination of **Best Value** taking into account both the technical merit of the Proposals and the Financial Evaluation. **Best Value** is defined as the **Highest Total Score**.

4.4.4 The Bidder's Weighted Technical Score (/70) will be added to the Bidder's Financial Score (/30) to arrive at the Bidder's Total Score (/100)

4.4.5 The Bidder's Weighted Technical Score will be calculated as follows:

$$\frac{\text{Bidder's Technical Score}}{\text{Total Overall Possible Score}} \times 70 = \text{Bidder's Weighted Technical Score (70)}$$

4.4.6 Bidders will be ranked in order from highest to lowest Total Score for each Region. Up to sixteen (16) Standing Offer Awards will be offered, as follows, with up to five (5) in the NCR, up to four (4) in the Quebec Region, up to two (2) in the Calgary Region and up to five (5) in the Vancouver Region:

| National Capital Region: | Quebec Region: | Calgary Region: | Vancouver Region: |
|------------------------------|------------------------------|------------------------------|------------------------------|
| <i>Bidder 1: \$2,000,000</i> | <i>Bidder 1: \$1,600,000</i> | <i>Bidder 1: \$2,000,000</i> | <i>Bidder 1: \$2,000,000</i> |
| <i>Bidder 2: \$1,800,000</i> | <i>Bidder 2: \$1,400,000</i> | <i>Bidder 2: \$1,800,000</i> | <i>Bidder 2: \$1,800,000</i> |
| <i>Bidder 3: \$1,600,000</i> | <i>Bidder 3: \$1,200,000</i> | | <i>Bidder 3: \$1,600,000</i> |
| <i>Bidder 4: \$1,400,000</i> | <i>Bidder 4: \$1,000,000</i> | | <i>Bidder 4: \$1,400,000</i> |
| <i>Bidder 5: \$1,200,000</i> | | | <i>Bidder 5: \$1,200,000</i> |

4.4.7 In the event of more than one (1) Bidder has the same Total Score, the Bidder with the **Highest Technical Score** will be ranked higher.

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

Bidder Proposal Submission Templates

Table M2 – Proposed Resources

Please complete the following tables for each Resource proposed.

Lines or space should be added to these tables as required (e.g. for additional education and work experience).

| Research Analysis - Principal | | | |
|--|-------------------------------------|-------------------------------------|---------------------|
| Name: | | | |
| Language capabilities (English and/or French) and degree of fluency (written, oral, and reading comprehension): | | | |
| M1 Academic and Professional Attainments | | | |
| An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law. | | | |
| Topic Area | Description of Associated Education | Dates/Duration (in years/months) | |
| M1 and R1 Professional work experience conducting Research Analysis Activities | | | |
| <i>The professional work experience in the area of Indigenous relations with the Crown must include some experience in all of RA-4, RA-6, RA-7, RA-9, RA-10, and RA-15, as defined in the Statement of Work.</i> | | | |
| Client Organization | Name of Project | Research Analysis Tasks | Dates of Experience |
| | | RA-2 | |
| | | RA-4 | |
| | | RA-6 | |
| | | RA-7 | |
| | | RA-9 | |
| | | RA-10 | |
| | | RA-12 | |
| | | RA-13 | |
| | | RA-14 | |
| | | RA-15 | |
| | | RA-17 | |
| | | Other RA | |
| Overall Total Demonstrated Billable Days: | | | |

Met minimum billable days?
(i.e. 660 with applicable undergraduate degree OR 1100 without applicable degree)

Research Analysis

Name:

Language capabilities (English and/or French) and degree of fluency (written, oral, and reading comprehension):

M1 Academic and Professional Attainments

An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law.

| Topic Area | Description of Associated Education | Dates/Duration (in years/months) |
|------------|-------------------------------------|-------------------------------------|
| | | |

M1 and R1 Professional work experience conducting Research Analysis Activities

The professional work experience in the area of indigenous relations with the Crown must include some experience in at least three of RA-2, RA-4, RA-6, RA-7, RA-9, RA-10, and RA-15, as defined in the Statement of Work.

| Client Organization | Name of Project | Research Analysis Tasks | Dates of Experience | Total Billable Days per Task |
|---------------------|-----------------|-------------------------|---------------------|------------------------------|
| | | RA-2 | | |
| | | RA-4 | | |
| | | RA-6 | | |
| | | RA-7 | | |
| | | RA-9 | | |
| | | RA-10 | | |
| | | RA-12 | | |
| | | RA-13 | | |
| | | RA-14 | | |
| | | RA-15 | | |
| | | RA-17 | | |
| | | Other RA | | |

Overall Total Demonstrated Billable Days:

Met minimum billable days?

(i.e. 220 with applicable undergraduate degree OR 660 without applicable degree)

Research Services

Name:

Language capabilities (English and/or French) and degree of fluency (written, oral, and reading comprehension):

M1 Academic and Professional Attainments

Two (2) years or four (4) complete semesters of full-time, post-secondary education in a relevant discipline such as but not necessarily limited to history, native studies, or law.

| Topic Area | Description of Associated Education | Dates/Duration (in years/months) | | |
|---|-------------------------------------|-------------------------------------|---------------------|------------------------------|
| <p>M1 and R1 Professional work experience conducting Research Services Activities</p> <p><i>The professional work experience in the area of Indigenous relations with the Crown must include some experience in at least four of RS-1, RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8, RS-9, RS-10, RS-11, RS-12, and RS-13.</i></p> | | | | |
| Client Organization | Name of Project | Research Services Tasks | Dates of Experience | Total Billable Days per Task |
| | | RS-1 | | |
| | | RS-2 | | |
| | | RS-3 | | |
| | | RS-4 | | |
| | | RS-5 | | |
| | | RS-6 | | |
| | | RS-7 | | |
| | | RS-8 | | |
| | | RS-9 | | |
| | | RS-10 | | |
| | | RS-11 | | |
| | | RS-12 | | |
| | | Other RS | | |
| <p>Overall Total Demonstrated Billable Days:</p> | | | | |
| <p><i>Met minimum billable days?</i></p> | | | | |
| <p><i>(i.e. 140 with applicable education (see above) OR 320 without applicable degree)</i></p> | | | | |

Document Management

Resource Name:

Completion of High School or Equivalent (Date of completion; if equivalency, please describe):

Four (4) months of experience conducting Document Management activities similar to those defined in the Statement of Work.

EXAMPLE COMPLETED TABLES

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

| EXAMPLE Research Analysis | | | | |
|---|--|---|----------------------------|---|
| Name: Ivan M. Biginlaw | | | | |
| Language capabilities (English and/or French) and degree of fluency (written, oral, and reading comprehension): | | | | |
| Mr. Biginlaw has completed all of his university education in English, and as such is fluent in written, oral, and reading comprehension. | | | | |
| He has collaborated with colleagues in Quebec in French in multiple projects from 2008 to the present, and as such has a working knowledge in French, oral and reading, with a basic fluency in written French. | | | | |
| M1 Academic and Professional Attainments | | | | |
| An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law. | | | | |
| Topic Area | Description of Associated Education | Dates/Duration (in years/months) | | |
| Political Science | Bachelor of Arts (completed) with concentration in Political Science | September 2000 – April 2004 | | |
| M1 and R1 Professional work experience conducting Research Analysis Activities | | | | |
| The professional work experience must include some experience in at least three of RA-2, RA-4, RA-6, RA-7, RA-9, RA-10, and RA-15, as defined in the Statement of Work. | | | | |
| Client Organization | Name of Project | Research Analysis Tasks | Dates of Experience | Total Billable Days per Task |

| | | | | |
|--|---|-------------------|-------------------------|--------------------------|
| DIAND | Blue Rock River First Nation v. Canada | RA-2 | August – September 2011 | 15 billable days |
| DIAND | Council of the Sundown First Nation | RA-2 | Feb 2012 – Mar. 2013 | 20 billable days |
| DIAND | Blue Rock River First Nation v. Canada | RA-4 | August – September 2011 | 51 billable days |
| DIAND | Council of the Sundown First Nation | RA-6 | Feb 2012 – Mar. 2013 | 32 billable days |
| DIAND | Blue Rock River First Nation v. Canada | RA-7 | August – September 2011 | 70 billable days |
| DIAND | Blue Rock River First Nation v. Canada | RA-9 | August – September 2011 | 42 billable days |
| DIAND | Council of the Sundown First Nation | RA-10 | Feb 2012 – Mar. 2013 | 8 billable days |
| DIAND | Blue Rock River First Nation v. Canada | RA-10 | August – September 2011 | 25 billable days |
| Etc. | | RA-12 | | |
| DIAND | Première Nation de la Baie-des-Achigans | Other RA: RA-1 | June – October 2015 | 8 billable days |
| DIAND | Première Nation de la Baie-des-Achigans | Other RA: RA-3 | June – October 2015 | 21 billable day |
| Overall Total Demonstrated Billable Days: | | | | 292 billable days |
| Met minimum billable days? | | | | Yes |
| (i.e. 220 with applicable undergraduate degree OR 660 without applicable degree) | | | | |

| EXAMPLE Document Management | |
|---|---|
| Resource Name: Jane Doe | |
| Completion of High School or Equivalent (Date of completion; if equivalency, please describe): | June 2012, OSSD Glebe Collegiate, Ottawa. |
| Four (4) months of experience conducting Document Management activities similar to those defined in the Statement of Work. | |
| CV page 3: | |
| July 2012 – December 2012 (6 months) – Research Associates Inc., Clerk; | |
| <input type="checkbox"/> Responsible for photocopying/scanning, filing and other document management tasks; | |
| <input type="checkbox"/> Data entry of research case files into related databases; | |
| <input type="checkbox"/> Reviewed and edited database entries as required. | |

Table M3 – Bidder Project Form:

Note that each Service Area **MUST** be represented in each of the Projects (i.e. RA, RS and DM).

Each of Research Analysis – Principal, Research Analysis, and Research Services Resources have project templates below.

Bidders **MUST** use the template applicable to the Resource role being claimed for the proposed Resource, and **MUST** include in the Proposal the information required in M3, including:

- a) Demonstration of the provision of **ALL** of the following services:
 - o Research Analysis (RA) (as described in the SOW, section 6.3);
 - o Research Services (RS) (as described in the SOW, section 6.4);
 - o Document Management (DM) (as described in the SOW, section 6.5).
- b) Description of the contributions of the proposed Resource to the project in the role in which he/she is proposed;
- c) Description of the contributions of other Bidder resources to the work of the project as a whole, including RA-P (only if applicable to the scope of the work), RA, RS, and DM resources.

Bidders may copy the template as many times as necessary for each Resource.

Bidders may provide additional details as necessary.

| | |
|--|---|
| Research Analysis – Principal Resource Project | |
| Project Name: | |
| Client Authority to whom the Bidder Reported (name, title, e-mail and/or phone): | |
| Project Start Date: | Project End Date: |
| Total Bidder Billable Days for All Project Resources: | |
| Project Description and Scope | |
| <i>Describe the project background and the responsibilities of the Bidder's Organization in completing the project.</i> | |
| Resource Contributions | |
| Research Analysis – Principal | |
| <i>The following information to be provided for the proposed Research Analysis – Principal Resource who was engaged in this project as per M3, 3.1a.</i> | |
| Resource Name: | |
| This Resource MUST be the one included in the current Proposal. | |
| Total Billable Days completed by the Resource | <i>Billable days are for this Resource only and over the course of the entire project. Billable days should be rounded to the nearest half day. This Resource must have at least 20 billable days on the project.</i> |
| Tasks Completed by the Resource: | <i>Describe the activities undertaken by the resource in the course of the work.</i> |

| | | | |
|---|--|--|-----|
| Deliverables Completed by the Resource (include language the Resource wrote the Deliverable as appropriate) | Describe the outcomes / deliverables the Resource produced either in its entirety or were primarily responsible for. Where the Resource was not fully responsible for the deliverable, describe for what aspects they were responsible, and indicate the names of any other Resources in the current proposal that also contributed. | | |
| Research Analysis | | | |
| <i>The following information should be provided for the Research Analysis Resource that was engaged in this project (which may be different than the RA resource named in the current proposal)</i> | | | |
| Resource Name: | | | |
| This Resource is included in the current Proposal <i>Tick or mark X in the appropriate box</i> | YES: | | NO: |
| Total Billable Days completed by the Resource | | | |
| Tasks Completed by the Resource: | | | |
| Deliverables Completed by the Resource (include language the Resource wrote the Deliverable as appropriate) | | | |
| Research Services | | | |
| <i>The following information should be provided for the Research Services Resource that was engaged in this project (which may be different than the RS resource named in the current proposal)</i> | | | |
| Resource Name: | | | |
| This Resource is included in the current Proposal <i>Tick or mark X in the appropriate box</i> | YES: | | NO: |
| Total Billable Days completed by the Resource | | | |
| Tasks Completed by the Resource: | | | |
| Deliverables Completed by the Resource (include language the Resource wrote the Deliverable as appropriate) | | | |
| Document Management | | | |
| <i>The following information should be provided for the Document Management Resource that was engaged in this project (which may be different than the DM resource named in the current proposal)</i> | | | |
| Resource Name: | | | |
| This Resource is included in the current Proposal <i>Tick or mark X in the appropriate box</i> | YES: | | NO: |

| | |
|---|--|
| Total Billable Days completed by the Resource | |
| Tasks Completed by the Resource | |
| Deliverables Completed by the Resource (include language the Resource wrote the Deliverable as appropriate) | |
| Other Project Contributors <i>Provide information of any other contributors to the project from the Bidder's organization that may be necessary for DIAND to understand the project overall, and that may fill any apparent gaps in tasks, deliverables, or total billable days described above. This may include RA-P, RA, RS, or DM work completed by other Bidder Resources (Resources that are not included within the current Proposal).</i> | |
| | Tasks / Deliverables Completed in the cited project |
| Tasks completed by Resources included in this Proposal in another Resource Category: | |
| Deliverables completed by Resources included in this Proposal in another Resource Category: | |
| Tasks completed by Resources not included in the Proposal: | Tasks / Deliverables Completed in the cited project. |
| Deliverables completed by Resources not included in the Proposal: | |
| Other Information: | |

| | |
|--|-------------------|
| Research Analysis Resource Project | |
| Project Name: | |
| Client Authority to whom the Bidder Reported (name, title, e-mail and/or phone): | |
| Project Start Date: | Project End Date: |
| Total Bidder Billable Days for All Project Resources: | |
| Project Description and Scope | |

| | | | |
|--|---|--|-----|
| <i>Describe the project background and the responsibilities of the Bidder's Organization in completing the project.</i> | | | |
| Resource Contributions | | | |
| Research Analysis <i>The following information to be provided for the proposed Research Analysis Resource who was engaged in this project as per M3, 3.1b.</i> | | | |
| Resource Name: | | | |
| This Resource MUST be the one included in the current Proposal. | | | |
| Total Billable Days completed by the Resource | <i>Billable days are for this Resource only and over the course of the entire project. Billable days should be rounded to the nearest half day. This Resource must have at least 20 billable days on the project.</i> | | |
| Tasks Completed by the Resource: | <i>Describe the activities undertaken by the resource in the course of the work.</i> | | |
| Deliverables Completed by the Resource (include language the Resource wrote the Deliverable as appropriate) | <i>Describe the outcomes / deliverables the Resource produced either in its entirety or were primarily responsible for. Where the Resource was not fully responsible for the deliverable, describe for what aspects they were responsible, and indicate the names of any other Resources in the current proposal that also contributed.</i> | | |
| Research Analysis – Principal [Optional – include if applicable to the scope of the project] <i>The following information should be provided for the Research Analysis – Principal Resource that was engaged in this project (which may be different than the RA-P resource named in the current proposal)</i> | | | |
| Resource Name: | | | |
| This Resource is included in the current Proposal <i>Tick or mark X in the appropriate box</i> | YES: | | NO: |
| | | | |
| Total Billable Days completed by the Resource | | | |
| Tasks Completed by the Resource: | | | |
| Deliverables Completed by the Resource (include language the Resource wrote the Deliverable as appropriate) | | | |
| Research Services <i>The following information should be provided for the Research Services Resource that was engaged in this project (which may be different than the RS resource named in the current proposal)</i> | | | |
| Resource Name: | | | |
| This Resource is included in the current Proposal <i>Tick or mark X in the appropriate box</i> | YES: | | NO: |
| | | | |

| | | | | | |
|---|-------------------------------------|--|--|--|--|
| Total Billable Days completed by the Resource | | | | | |
| Tasks Completed by the Resource: | | | | | |
| Deliverables Completed by the Resource (include language the Resource wrote the Deliverable as appropriate) | | | | | |
| Document Management | | | | | |
| <i>The following information should be provided for the Document Management Resource that was engaged in this project (which may be different than the DM resource named in the current proposal)</i> | | | | | |
| Resource Name: | | | | | |
| This Resource is included in the current Proposal <i>Tick or mark X in the appropriate box</i> | YES: | | NO: | | |
| Total Billable Days completed by the Resource | | | | | |
| Tasks Completed by the Resource: | | | | | |
| Deliverables Completed by the Resource (include language the Resource wrote the Deliverable as appropriate) | | | | | |
| Other Project Contributors | | | | | |
| <i>Provide information of any other contributors to the project from the Bidder's organization that may be necessary for DIAND to understand the project overall, and that may fill any apparent gaps in tasks, deliverables, or total billable days described above. This may include RAP, RA, RS, or DM work completed by other Bidder Resources (Resources that are not included within the current Proposal).</i> | | | | | |
| | Resource name and Project Category | | Tasks / Deliverables Completed in the cited project | | |
| Tasks completed by Resources included in this Proposal in another Resource Category: | | | | | |
| Deliverables completed by Resources included in this Proposal in another Resource Category: | | | | | |
| | Resource name and Project Category: | | Tasks / Deliverables Completed in the cited project: | | |
| Tasks completed by Resources not included in the Proposal: | | | | | |

| | |
|--|--|
| Deliverables completed by Resources not included in the Proposal: | |
| Other Information: | |

| Research Services Resource Project | | |
|---|--|--------------------------|
| Project Name: | | |
| Client Authority to whom the Bidder Reported (name, title, e-mail and/or phone): | | |
| Project Start Date: | | Project End Date: |
| Total Bidder Billable Days for All Project Resources: | | |
| Project Description and Scope | | |
| <i>Describe the project background and the responsibilities of the Bidder's Organization in completing the project.</i> | | |

Resource Contributions

Research Services
The following information to be provided for the proposed Research Services who was engaged in this project as per M3, 3.1c.

| | | | | |
|--|---|------|--|-----|
| Resource Name: | | | | |
| This Resource is included in the current Proposal <i>Tick or mark X in the appropriate box</i> | | YES: | | NO: |
| Total Billable Days completed by the Resource | <i>Billable days are for this Resource only and over the course of the entire project. Billable days should be rounded to the nearest half day. This Resource must have at least 20 billable days on the project.</i> | | | |
| Tasks Completed by the Resource: | <i>Describe the activities undertaken by the resource in the course of the work.</i> | | | |
| Deliverables Completed by the Resource (include language the Resource wrote the Deliverable as appropriate) | <i>Describe the outcomes / deliverables the Resource produced either in its entirety or were primarily responsible for. Where the Resource was not fully responsible for the deliverable, describe for what aspects they were responsible, and indicate the names of any other Resources in the current proposal that also contributed.</i> | | | |
| Research Analysis – Principal [Optional – include if applicable to the scope of the project] <i>The following information should be provided for the Research Analysis – Principal Resource that was engaged in this project (which may be different than the RA-P resource named in the current proposal)</i> | | | | |
| Resource Name: | | | | |

| | | | | | |
|---|--|------|--|-----|--|
| This Resource is included in the current Proposal <i>Tick or mark X in the appropriate box</i> | | YES: | | NO: | |
| Total Billable Days completed by the Resource | | | | | |
| Tasks Completed by the Resource: | | | | | |
| Deliverables Completed by the Resource (include language the Resource wrote the Deliverable as appropriate) | | | | | |
| Research Analysis | | | | | |
| <i>The following information should be provided for the Research Analysis Resource that was engaged in this project (which may be different than the RA resource named in the current proposal)</i> | | | | | |
| Resource Name: | | | | | |
| This Resource is included in the current Proposal <i>Tick or mark X in the appropriate box</i> | | YES: | | NO: | |
| Total Billable Days completed by the Resource | | | | | |
| Tasks Completed by the Resource: | | | | | |
| Deliverables Completed by the Resource (include language the Resource wrote the Deliverable as appropriate) | | | | | |
| Document Management | | | | | |
| <i>The following information should be provided for the Document Management Resource that was engaged in this project (which may be different than the DM resource named in the current proposal)</i> | | | | | |
| Resource Name: | | | | | |
| This Resource is included in the current Proposal <i>Tick or mark X in the appropriate box</i> | | YES: | | NO: | |
| Total Billable Days completed by the Resource | | | | | |
| Tasks Completed by the Resource: | | | | | |
| Deliverables Completed by the Resource (include language the Resource wrote the Deliverable as appropriate) | | | | | |

| Other Project Contributors <i>Provide information of any other contributors to the project from the Bidder's organization that may be necessary for DIAND to understand the project overall, and that may fill any apparent gaps in tasks, deliverables, or total billable days described above. This may include RA-P, RA, RS, or DM work completed by other Bidder Resources (Resources that are not included within the current Proposal)</i> | | |
|--|-------------------------------------|--|
| | Resource name and Project Category | Tasks / Deliverables Completed in the cited project: |
| Tasks completed by Resources included in this Proposal in another Resource Category: | | |
| <u>Deliverables</u> completed by Resources included in this Proposal in another Resource Category: | | |
| Tasks completed by Resources not included in the Proposal: | Resource name and Project Category: | Tasks / Deliverables Completed in the cited project: |
| <u>Deliverables</u> completed by Resources not included in the Proposal: | | |
| Other Information: | | |

Form M4 – Reference Letter

For each of the projects provided in compliance with **Mandatory Requirement M3**, the following letter should be filled in as appropriate by the Bidder and must be sent to the cited Client Authority for completion and confirmation.

| <p>RE: Reference for <Insert Bidder Name> Project Name: <Bidder to Insert></p> | | | |
|---|-------------------------|-------------------------|-------------------------|
| <p>I certify that the above named Firm completed the work for the above named project for my organization. The work involved Research Analysis, Research Services, and Document Management Services, as described in the Statement of Work that the above-noted Firm has provided to me for my reference.</p> <p>I certify that the following individuals were engaged involving the following billable days:</p> | | | |
| Category | Resource Name | Tasks Completed | Project Days Billed |
| Research Analyst - Principal | <i>Bidder to insert</i> | <i>Bidder to insert</i> | <i>Bidder to insert</i> |
| Research Analyst | <i>Bidder to insert</i> | <i>Bidder to insert</i> | <i>Bidder to insert</i> |
| Research Services | <i>Bidder to insert</i> | <i>Bidder to insert</i> | <i>Bidder to insert</i> |
| Document Management | <i>Bidder to insert</i> | <i>Bidder to insert</i> | <i>Bidder to insert</i> |
| <p><i>[Bidder to insert name of Resource]</i> completed the following deliverables for our organization, which were completed in <i>[Bidder to insert either English or French]</i>:</p> | | | |
| <p>I would like to provide the following comments with regard to the work provided to my organization on behalf of the above-named Firm for the above-named Project:</p> | | | |
| <p><i>[Referee name, title, contact information and signature]</i></p> | | | |

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

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

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

5.1.2 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, if applicable, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-iff/declaration-eng.html>), to be given further consideration in the procurement process.

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.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-iff/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 website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.2.3.2 Education and Experience

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

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

5.2.3.3 Language Certification

Language Certification attached hereto as Annex E.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements – Reliability Status

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

6. For Contractors and Proposed Resources That Are Currently In Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:

In order to demonstrate compliance with this requirement, and , for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder's proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:

- a. Name of Company, Address and Phone Number;
- b. Company Security Officer Name and Telephone Number;
- c. Security Screening or Clearance Certificate Number;
- d. Level of GoC Security Screening or Clearance;
- e. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
- f. Effective Date of Screening or Clearance.

For Contractors and Proposed Resources Not Currently In Possession of a Valid Government of Canada Security Screening, at a Minimum Level of Reliability:

At the time of proposal submission, Bidders **MUST** complete and submit the following certification:

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

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

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

6.2 Security Requirements - Classified Information / Secret Clearance

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 **Secret**.
3. The Contractor and their personnel requiring access to **CLASSIFIED** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **SECRET**.
4. The Contractor **MUST NOT** possess or safeguard **CLASSIFIED** information/assets at their organization's

premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.

5. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List (attached hereto as Annex C); and
 - b. 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 Secret:***

In order to demonstrate compliance with this requirement, and , for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder's proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:

- a. Name of Company, Address and Phone Number;
- b. Company Security Officer Name and Telephone Number;
- c. Security Screening or Clearance Certificate Number;
- d. Level of GoC Security Screening or Clearance;
- e. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
- f. Effective Date of Screening or Clearance.

For Contractors and Proposed Resources Not Currently in Possession of a Valid Government of Canada Security Screening, at a Minimum Level of Secret:

At the time of proposal submission, Bidders **MUST** complete and submit the following certification:

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

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

This procedure is in accordance with the Departmental and Policy on Government Security (TBS July 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Secret** clearance security screening.

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

6.3 Insurance Requirements - Removed

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # 1000198610-R**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B including an IT Link at the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - b. *Industrial Security Manual* (Latest Edition).

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # 1000198610-S**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, with approved Document safeguarding at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED information until the CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex _____
 - b. *Industrial Security Manual* (Latest Edition).

7.2.2 Offeror's Sites or Premises Requiring Safeguarding

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

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

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

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 date of award to March 31, 2021.

7.4.2 Extension of Standing Offer

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

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Alma Moyeda
Senior Procurement Officer
Department of Indian Affairs and Northern Development
Material and Assets Management Directorate
10 Wellington Street, 13th Floor
Gatineau, QC K1A 0H4

Telephone: 819-953-6153

Facsimile: 819-953-7721

E-mail address: alma.moyeda@canada.ca

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

7.5.2 Project Authority (to be identified at SOA award)

The Project Authority for the Standing Offer is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

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

7.8 Number of Standing Offers

DIAND seeks to award up to a total of sixteen (16) Standing Offer Agreements (SOAs) to qualified Firms in four (4) Regions, as follows:

1. National Capital Region (NCR): up to five (5) Firms;
2. Québec Region (including both Quebec City and Montreal): up to four (4) Firms;
3. Calgary Region (including the Calgary Census Metropolitan Area): up to two (2) Firms
4. Vancouver Region (including the Metro Vancouver Regional District): up to five (5) Firms.

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

7.9 Call-up Allocation and Procedures

7.9.1 Call-ups against the Standing Offer will be issued on a proportional basis such that the highest-ranked Offeror receives the largest predetermined portion of the work; the second highest-ranked Offeror receives the second largest predetermined portion of the work, etc. based on a maximum possible total Allocation of \$2,000,000 as follows:

| | |
|-----------------------------------|--------------------|
| National Capital Region: | |
| Highest Ranked Contractor: | \$2,000,000 (100%) |
| Second Highest Ranked Contractor: | \$1,800,000 (90%) |
| Third Highest Ranked Contractor: | \$1,600,000 (80%) |
| Fourth Highest Ranked Contractor: | \$1,400,000 (70%) |
| Fifth Highest Ranked Contractor: | \$1,200,000 (60%) |

| | |
|-----------------------------------|---------------------|
| Québec Region: | |
| Highest Ranked Contractor: | \$1,600,000 (100%) |
| Second Highest Ranked Contractor: | \$1,400,000 (87.5%) |
| Third Highest Ranked Contractor: | \$1,200,000 (75%) |
| Fourth Highest Ranked Contractor: | \$1,000,000 (62.5%) |

| | |
|-----------------------------------|--------------------|
| Calgary Region | |
| Highest Ranked Contractor: | \$2,000,000 (100%) |
| Second Highest Ranked Contractor: | \$1,800,000 (90%) |

| | |
|-----------------------------------|--------------------|
| Vancouver Region: | |
| Highest Ranked Contractor: | \$2,000,000 (100%) |
| Second Highest Ranked Contractor: | \$1,800,000 (90%) |
| Third Highest Ranked Contractor: | \$1,600,000 (80%) |
| Fourth Highest Ranked Contractor: | \$1,400,000 (70%) |
| Fifth Highest Ranked Contractor: | \$1,200,000 (60%) |

7.9.2 If the number of compliant offers is more or less than indicated above, the allocation percentages will be adjusted accordingly. Call-up selection will be determined on a best suited basis, considering factors such as, but not necessarily limited to, specific subject matter expertise, location of the Contractor in relation to important archival repositories, language requirements, and other considerations important for the completion of work.

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

7.10 Call-up Procedures

7.10.1 Contractors will be contacted directly as indicated above at 7.9.1.

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

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

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

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

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

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

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

7.10.6 Failure by the Contractor to submit a proposal in accordance with the time frame specified in 21.2.4 above will be interpreted as the Contractor being unable to perform the services and will result in the setting aside of the Offer. The Contractor will then be by-passed and the Project Authority will send the request to the next best-suited Contractor. This process will continue until the requirement can be fully addressed by a Contractor. Should no Contractor be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

7.10.7 The Project Authority reserves the right to request references from the available Contractor to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Project Authority reserves the right to go to the next Contractor.

7.10.8 Upon agreement of the firm price, ceiling price or limitation of expenditure for the services, the Contractor will be authorized by the Contracting Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.

7.10.9 The Contractor shall not commence Work until the Call-up against a Standing Offer has been signed by the Contracting Authority. The Contractor acknowledges that any and all Work performed in the absence of a Call-up Against a Standing Offer Agreement signed by the Contracting Authority will be undertaken at the Contractor's own risk, and Canada shall not be liable for payment therefor.

7.11 Call-up Instrument

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

7.12 Limitation of Call-ups - Removed

7.13 Financial Limitation - Removed

7.14 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 (2017-06-21), 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** (2018-06-21) General Conditions - Professional Services (Medium Complexity)
 - f) Appendix A – Scenarios
 - g) Appendix B – Tomestone Coding Protocol Guide
 - h) Annex A, Statement of Work:
 - i) Annex B, Basis of Payment:
 - j) Annex C, Security Requirements Check List:
 - k) the Offeror's offer dated (TBD)

7.15 Certifications and Additional Information

7.15.1 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 of the SO and of any resulting contract that would continue beyond the period of the SO.

7.16 Applicable Laws

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

7.17 SACC Manual Clauses

M3020C (2016-01-28) Status of Availability of Resources - Standing Offer

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

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

7.2.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

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

7.2.3 SACC Manual Clauses - removed

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

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

7.5.1 Basis of Payment

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

7.5.2 Limitation of Expenditure – Professional Fees

For the work described in the Statement of Work in Annex A, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ _____. Applicable taxes are extra. (to be identified at SOA award).

7.5.3 Limitation of Expenditure - 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 expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees" to a limitation of expenditure of \$ _____. (Applicable taxes included) (to be identified at SOA award).

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

All payments are subject to government audit.

Estimated Cost: \$ _____. (To be identified at SOA award)

7.5.4 Travel Time

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

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

Where the time traveled is more or less than a day, per diem rates will be converted to hourly rates based on a 8.0 day when calculating reimbursement costs.

7.5.5 Limitation of Expenditure - Other Direct Expenses

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

Estimated Cost \$ _____ (Applicable taxes included) (to be identified at SOA award).

7.5.6 Canada's Total Liability – Professional Fees, Travel and Living Expenses and Direct Expenses

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _ (To be identified at SOA award). _____ Applicable Taxes are extra on professional fees only
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.

7.5.7 Method of Payment – Monthly Payment

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

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

7.5.8 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 https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545_1362495227097_eng.pdf and submit the form to the address provided.

7.5.9 T1204 - Direct Request by Department

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

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

7.6 Invoicing Instructions

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

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

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

7.7 Insurance - removed

7.8 SACC Manual Clauses - removed

7.9 Federal Contractors Program for Employment Equity - Default by the Contractor - removed

7.10 Joint Venture

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

[List Joint Venture members]

_____ 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;

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

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

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

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

Appendix A Scenarios

5.1 Scenario Analysis : Research Plan

5.1.1 Scenario : Historic Treaty

Introduction and Instructions

The purpose of this exercise is to test the bidder's ability to plan and assess research requirements to locate and collect all relevant documents related to a fictitious case. The resulting document collection will assist the Justice litigator in preparing Canada's defence and will ensure Canada meets its legal obligation to disclose all relevant documents.

Bidders are asked to draft a document (maximum 5 pages) based on the facts of the fictitious case as provided below.

The document should identify:

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

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

The Case

Harbour General Contractor Inc. v. Great Rock First Nation and Her Majesty in Right of Canada and by crossclaim *Great Rock First Nation v. Her Majesty in Right of Canada*

Summary of Pleadings

The Plaintiff, Harbour General Contractor Inc., entered into a contract in April 2016 with the Defendant, Great Rock FN, for the construction of a primary school on its reserve, which is located near the town of Harbour, Ontario. The Plaintiff claims to have completed all services related to this contract, and alleges that the Defendant breached the terms of the contract by not providing payment in full. The Plaintiff also alleges, *inter alia*, that Canada is liable for the Band's failure to pay all amounts due on the contract. The Plaintiff seeks from the Defendants the balance owing, interest and costs. In its crossclaim against Canada, the Great Rock FN states that pursuant to the treaty it adhered to with the Crown in 1922, the Patterson Treaty, that all expenses related to education are to be covered by Canada.

5.1.2 Scénario “Revendications particulières”

Introduction et instructions

Cet exercice a pour but d'évaluer les firmes en leurs capacités de créer un plan de recherche pour recueillir tous documents pertinents détenus par le Canada dans un cas de « transaction foncière historique ». La collection de documents résultante du plan de recherche sera utilisée par le ministère de la Justice dans la préparation de la défense du Canada et assurera que le Canada respecte son obligation légale de divulguer tous documents pertinents.

Le soumissionnaire est demandé de rédiger un plan de recherche sur la base des faits entourant le cas fictif ci-dessous.

Le plan de recherche devrait identifier l'étendue de la recherche (questions clés, période de temps historique, échéances prévues), les critères qui détermineront la pertinence des documents qui seront retenus, les sources à être révisées, la méthodologie pour la révision des sources, comment seront copiés les documents pertinents et la manière dont les travaux seront suivis et catalogués.

N.B. Même si la mise en situation est fictive, les sources et types de documents devraient être considérés comme étant ceux qui existent en actualité.

La cause

Le chef Jean Bohechio et le conseil de bande de la Première Nation Arawak de l'île de Canadiensis, représentant les membres de la Arawak de l'île de Canadiensis c. le Procureur général du Canada (TRP-2052-11).

Sommaire de cause fictive

Le Chef et le Conseil de bande représentant les membres de la Première Nation Arawak de la presqu'île de Canadiensis ont déposé une mise en demeure au Tribunal des revendications le 24 juin 2012. La Première Nation allègue les faits suivants :

- 1) La Première Nation détient présentement une réserve de 722 acres sur la presqu'île de , sur la rive nord de la rivière des Outaouais.
- 2) Le 5 juillet 1916, une réserve de 775 acres est créée pour l'usage exclusif des Arawaks de la presqu'île de Canadiensis.
- 3) En 1938, la Commission des eaux courantes annonce son intention de construire un barrage sur la rivière des Outaouais, et indique sommairement dans un rapport envoyé au gouvernement provincial la superficie qui sera ennoyé.
- 4) En octobre 1939, l'agent du département des affaires indiennes (DAI) à Canadiensis écrit au DAI que la Première Nation est inquiète des potentielles répercussions du projet de barrage sur le territoire et sur les ressources de la réserve.
- 5) En janvier 1940, le gouvernement provincial dépose au ministère fédéral des Travaux Publics une demande d'autorisation pour la construction d'une centrale et d'un barrage sur la rivière des Outaouais, en amont de la réserve.
- 6) En septembre 1940, au lieu d'exiger que plus d'études soient menées relativement au projet de barrage et à ses impacts sur les rives en aval, le gouvernement fédéral autorise le déroulement des travaux.
- 7) Le 19 novembre 1940, le DAI écrit à la Première Nation pour l'aviser que, selon le rapport de la Commission des eaux courantes, il ne semble pas y avoir de risques pour le territoire de la réserve. Par mesure de précaution, et comme selon les plans de la réserve aucune habitation n'est située sur les berges de la rivière, le DAI recommande néanmoins de ne pas construire de bâtiment à moins de 200 mètres de la rive.
- 8) En 1941, la construction de la centrale et du barrage sur la rivière engendre un rehaussement des eaux de la rivière et créé une inondation de 53 acres de la réserve.
- 9) Entre 1942 et 1959, la Première Nation écrit plusieurs fois au DAI pour l'informer de l'inondation d'une partie de la réserve, dont une partie des territoires de chasse et plusieurs habitations, et pour lui demander de nouvelles terres en compensation pour les terrains submergés.
- 10) Le 8 mars 1962, le DAI écrit à la première nation pour lui signaler que, le territoire environnant la réserve étant déjà occupé, il ne peut lui accorder de nouveaux lots.
- 11) La Première Nation réclame donc:
 - a. Des dommages et intérêts pour un montant à évaluer, correspondant à la valeur des terres actualisée et à la perte d'usage de 53 acres de terres de réserve, ainsi que les coûts associées au procès de cette cause;

- b. L'annexion de 53 acres de terres de qualité comparable à celles inondées.
- 12) De plus, la Première Nation demande à ce que la Loi sur Hydro-Québec soit revue de façon à ce que, dans la composition du Conseil d'administration, au moins un administrateur doit être membre d'une Première Nation, pour que les positions du Conseil reflètent les différentes composantes culturelles et identitaires de la société québécoise.

5.1.3 Scenario : Oil and Gas

Introduction and Instructions

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

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

The Research Plan should identify:

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

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

The Case

Chief Alexander Bright, representing the Council and members of the Winding River First Nation v. Her Majesty the Queen in Right of Canada (T-2018-879)

Factual Summary

The Chief of the Winding River First Nation filed a Statement of Claim in the Federal Court (Trial Division) on March 8, 2018. The following factual allegations have been made:

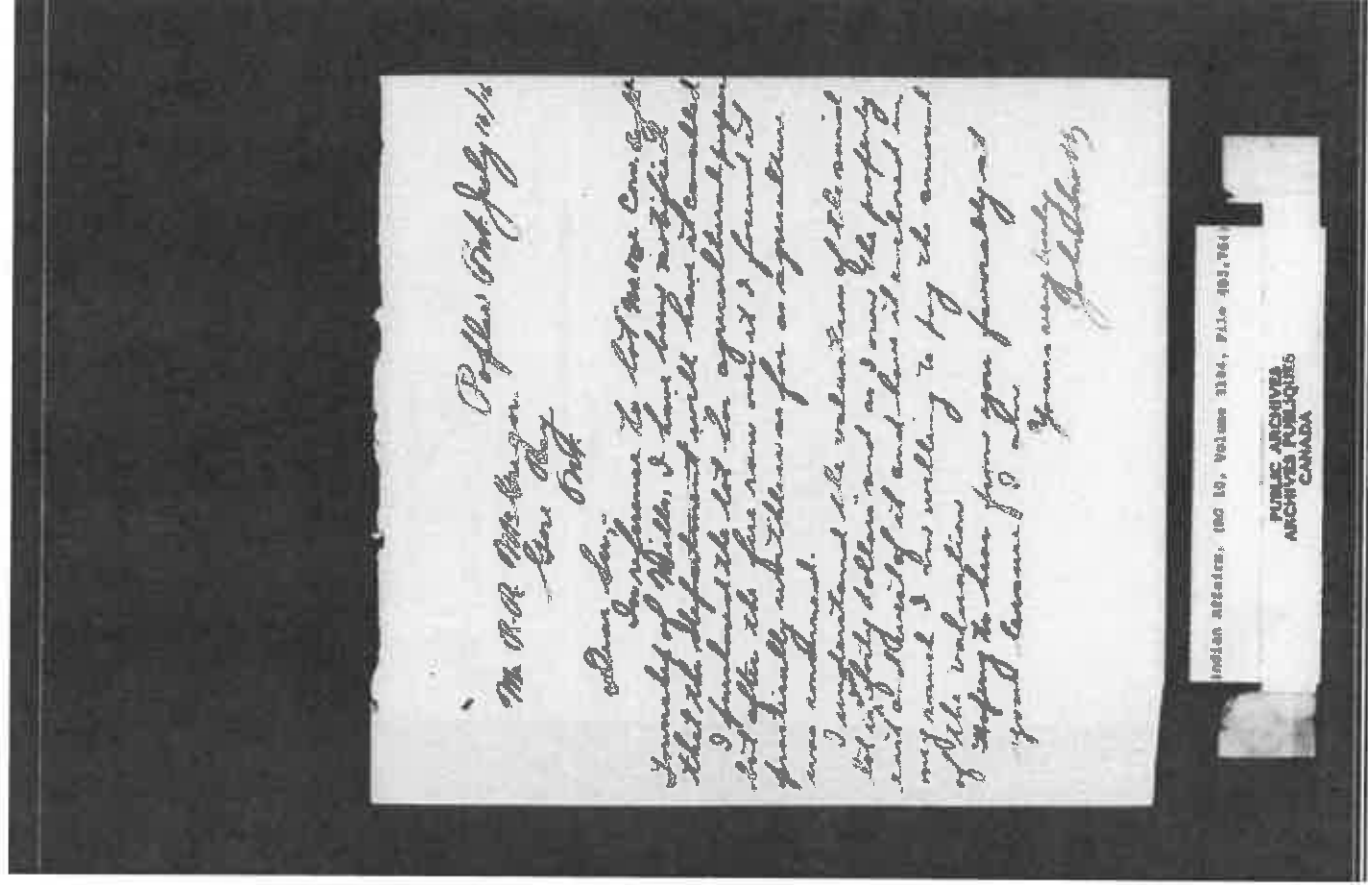
1. In 1968, the Winding River First Nation conditionally surrendered their petroleum rights to the Crown, to manage and operate the lands and disposal and sale of the minerals contained within, and to further exploit the resources to the First Nation's benefit.
2. IOGC and its predecessor failed to properly account for or notify the First Nation of the total production.
3. IOGC and its predecessor failed to properly solicit leasing opportunities or properly expand oil and gas operations on Winding River reserve land.
4. Royalty rates were miscalculated, and improper gas cost allowance deductions were authorized by the Crown for the following leases:

- a. A subsurface lease issued in 1978 where production completed in 2001.
 - b. A subsurface lease issued in 1975, where production is ongoing.
5. The First Nation claims:
- a. An accounting of oil and gas development on Winding River Reserve Lands for funds received by the Crown, as a result of the breach of duty and honour of the Crown, breach of fiduciary duty, and/or negligence.
 - b. Damages arising from the improper calculation of royalty rates.
 - c. Costs.

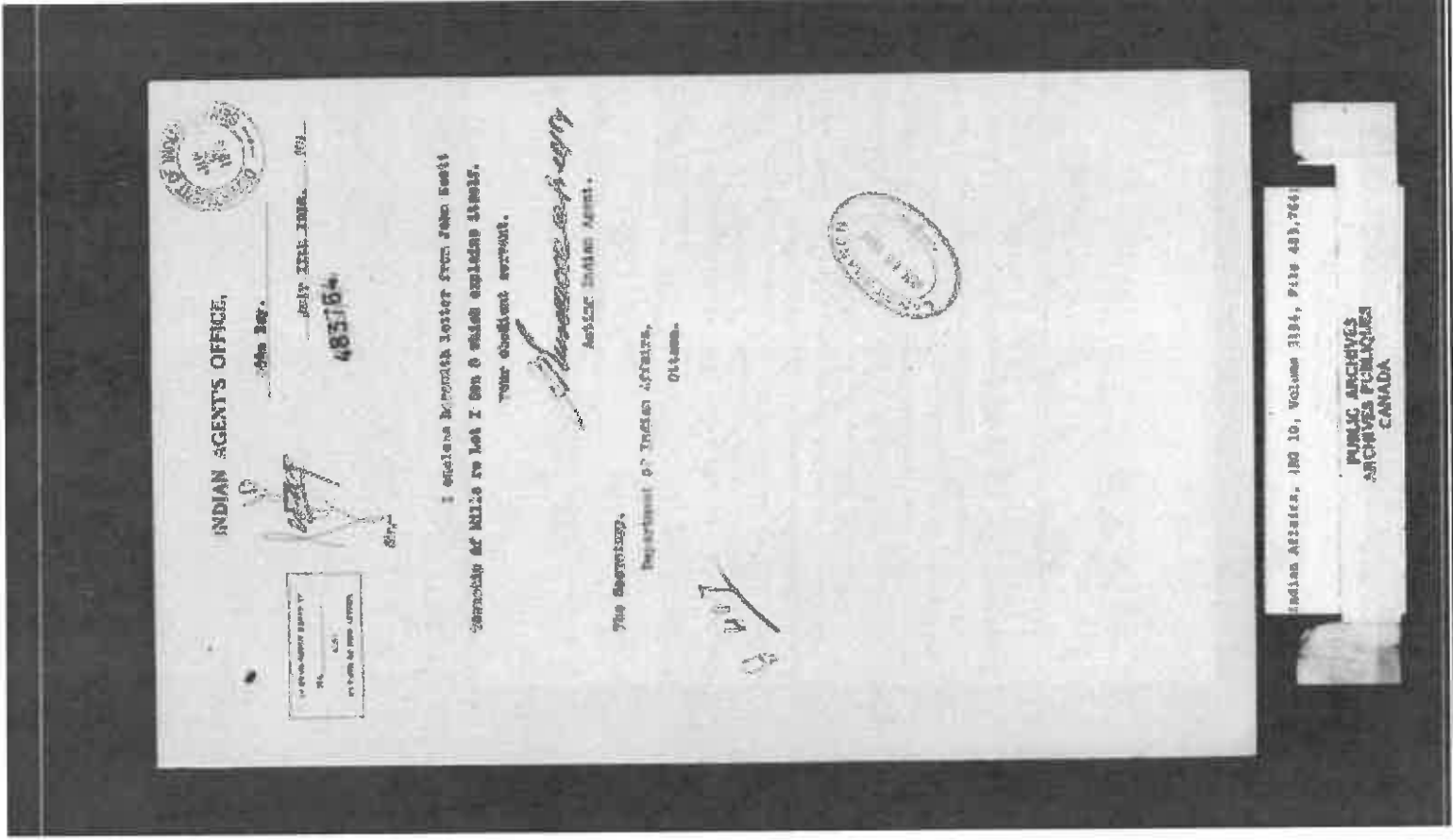
5.2 Research Services and Document Management Capabilities Scenarios

5.2.1 10 English Public Record Documents

Document 1 - English



Document 2 - English



Document 4 - English

2012064

Poplar Hill July 29/16

Mr. P. A. Bannay,
Genealogy
Ottawa.

Dear Sir,

I would like to draw your attention to the consistency of with which I took out of the office a number of papers for genealogical purposes, but after it has been some time found it practically impossible for securing that as I have it released in my hand out of like to have a certificate to it.

It was recently ordered at the by Bellows and I was willing to pay the amount of the certificate but the amount of the principal and interest was \$1 amount to the interest due to the Bellows.

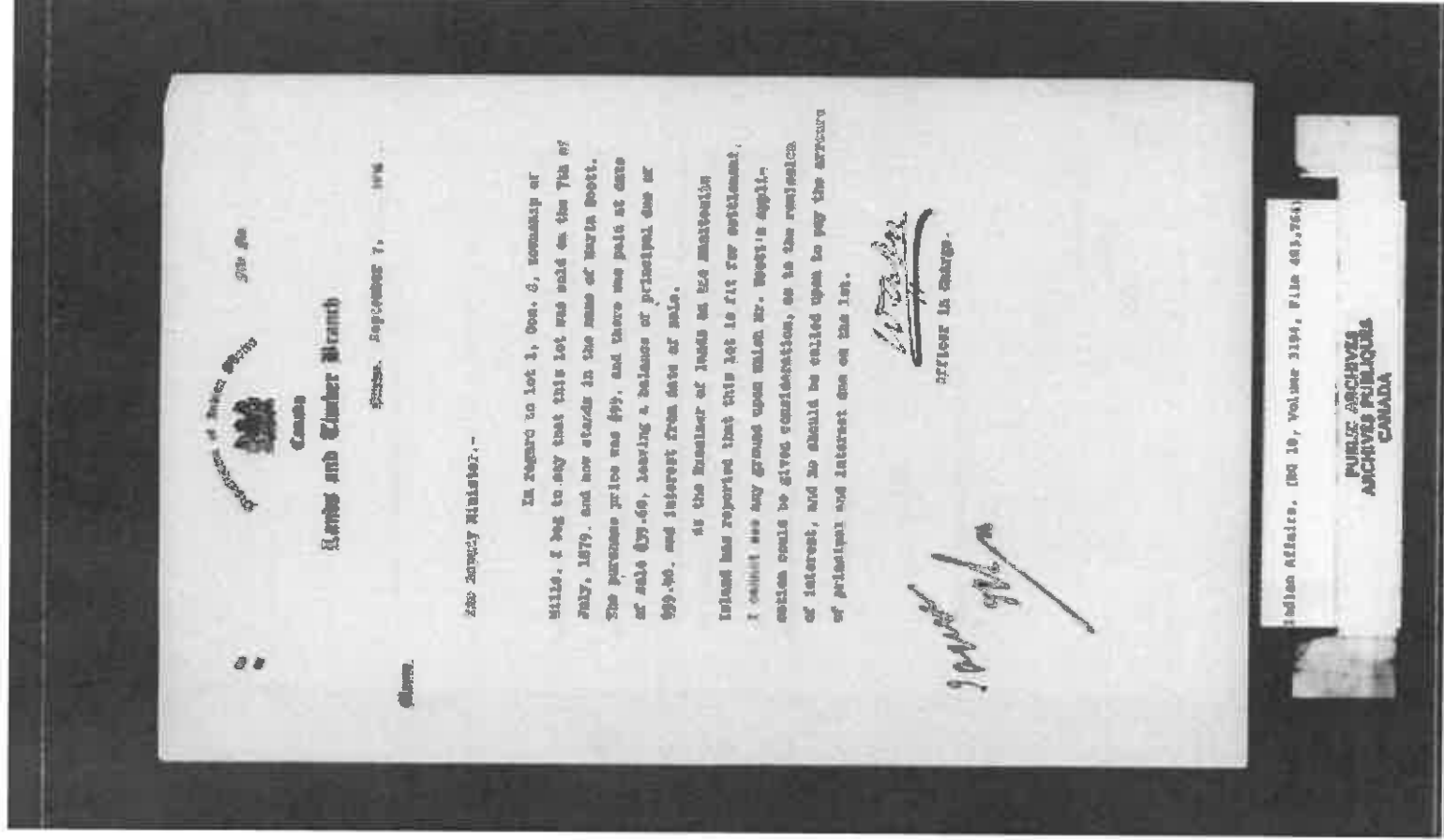
I would consider it a great favor if you could see your influence is securing the title me at the time that you are going for all my papers.

Yours truly
John Bell

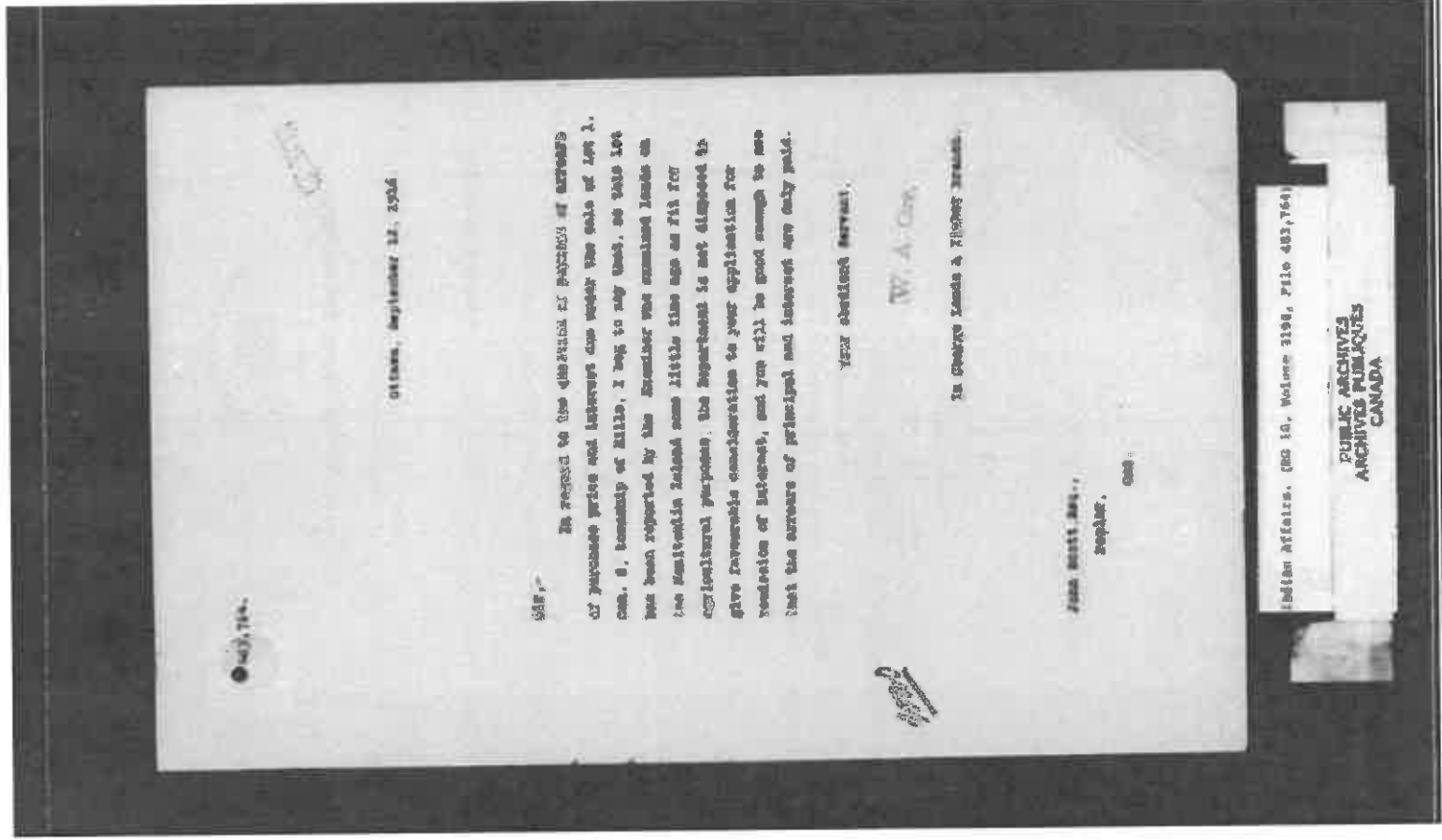
Indian Affairs, (2nd SO, Volume 3194, File 463,764)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Document 5 - English



Document 6 - English



Ottawa, September 22, 1936

Dear Sir,

In regard to the purchase of portions of arrears of purchase price and interest on the sale of Lot 2, can. 2, township of Hills, I beg to say that, as this lot has been reported by the Examiner and examined lands on the Manitoba Indian and Northern Affairs Act for agricultural purposes, the Department is not disposed to give favourable consideration to your application for reduction of interest, and you will be good enough to see that the arrears of principal and interest are duly paid.

Yours obedient servant,

W. A. Cox

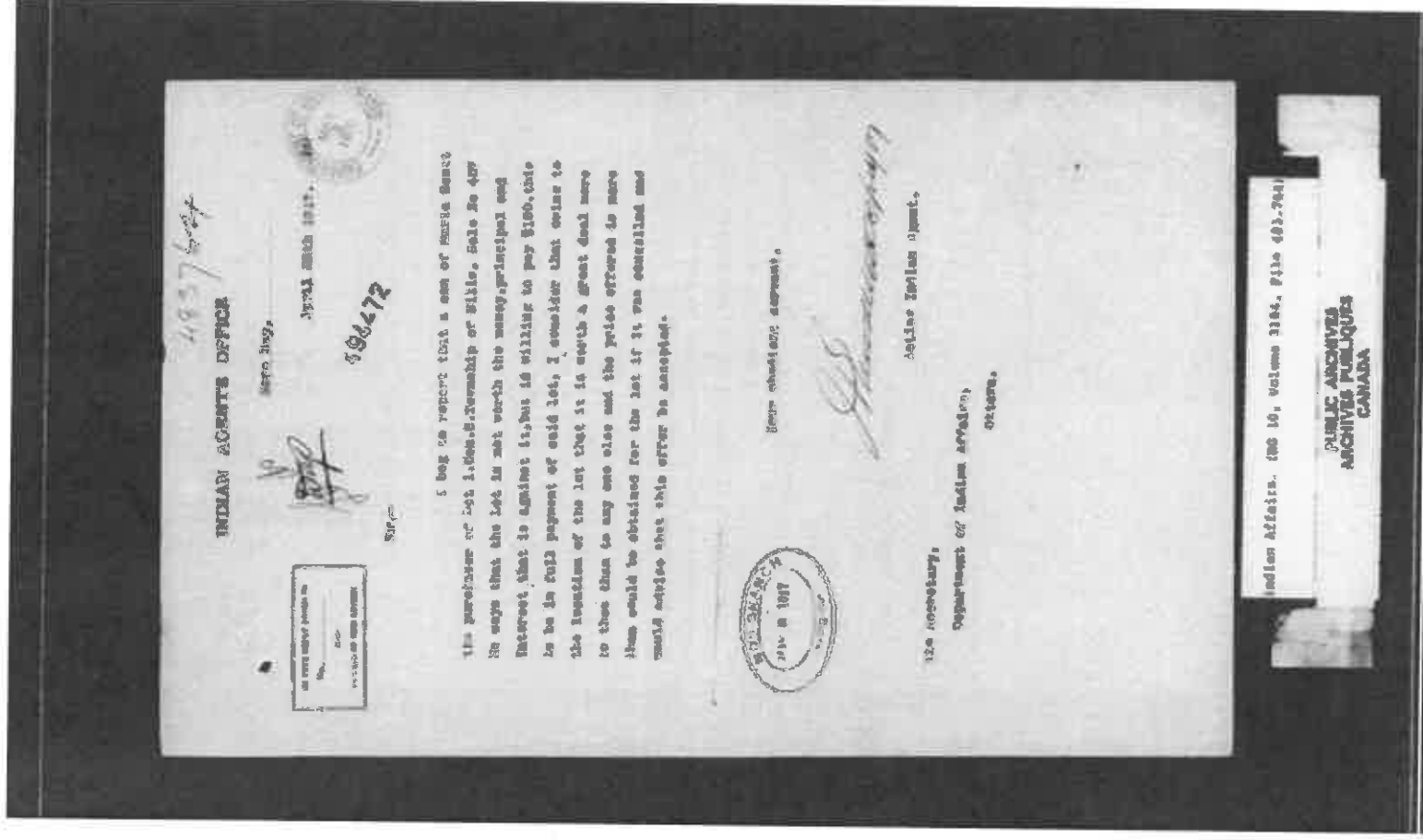
To George Lewis & Herbert [unclear]

John Scott Esq.,
Regina, Can.

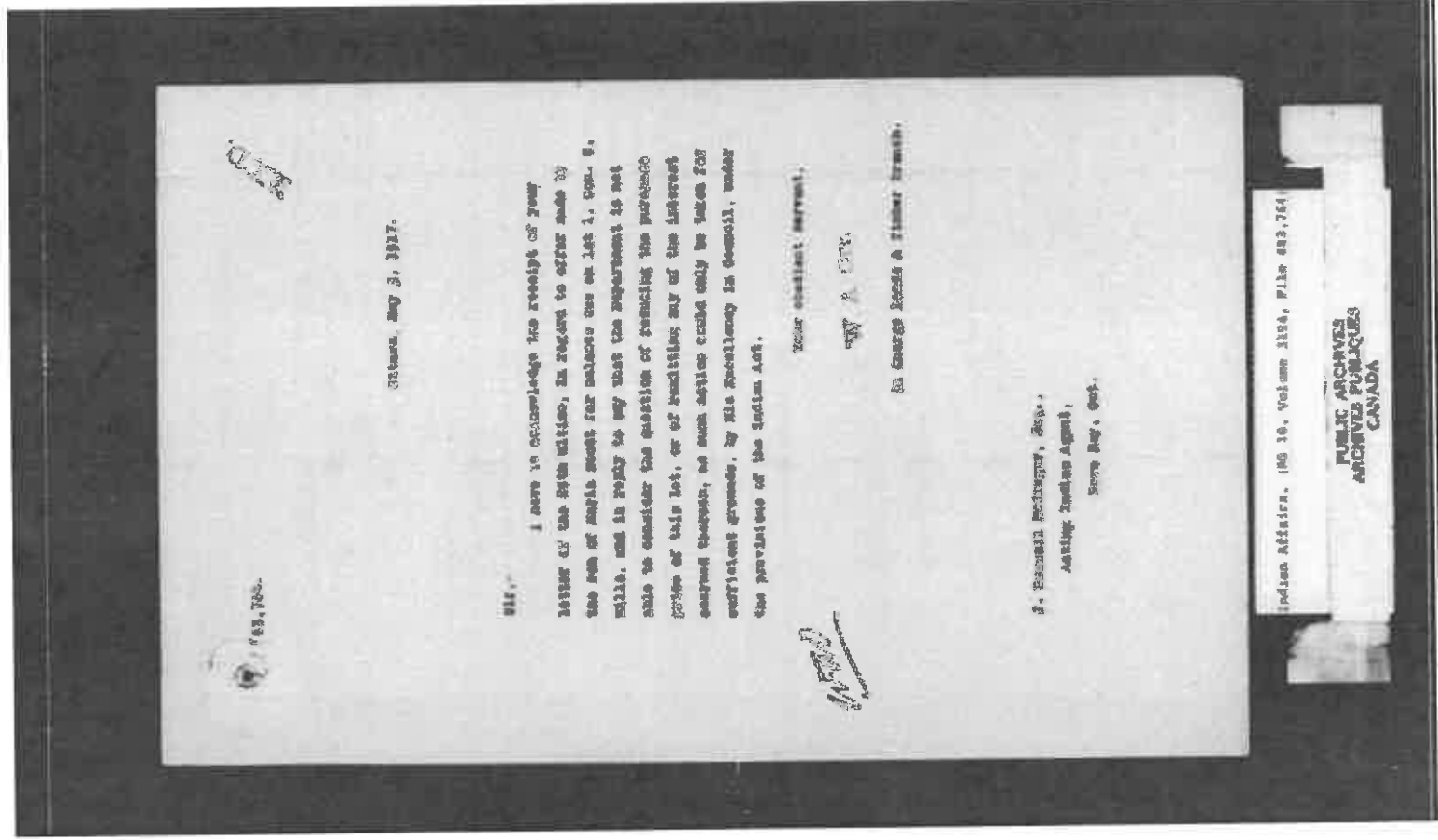
Indian Affairs, (20 10, Volume 3198, File 483,764)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Document 7 - English



Document 8 - English



Ottawa, May 3, 1917.

SIR,

I have in acknowledgment the receipt of your letter of the 27th ultimo, in regard to offer made by the son of Marie Scott for Malacca Cove on lot 1, Vol. 8. I am in reply to say that the Department is not able to consider the question of granting the proposed portion of this lot, or of transferring any of the interest covered therein, as such action could only be taken for sufficient grounds, by His Excellency in Council, under the provisions of the Indian Act.

Your obedient servant,

W. A. 1917.

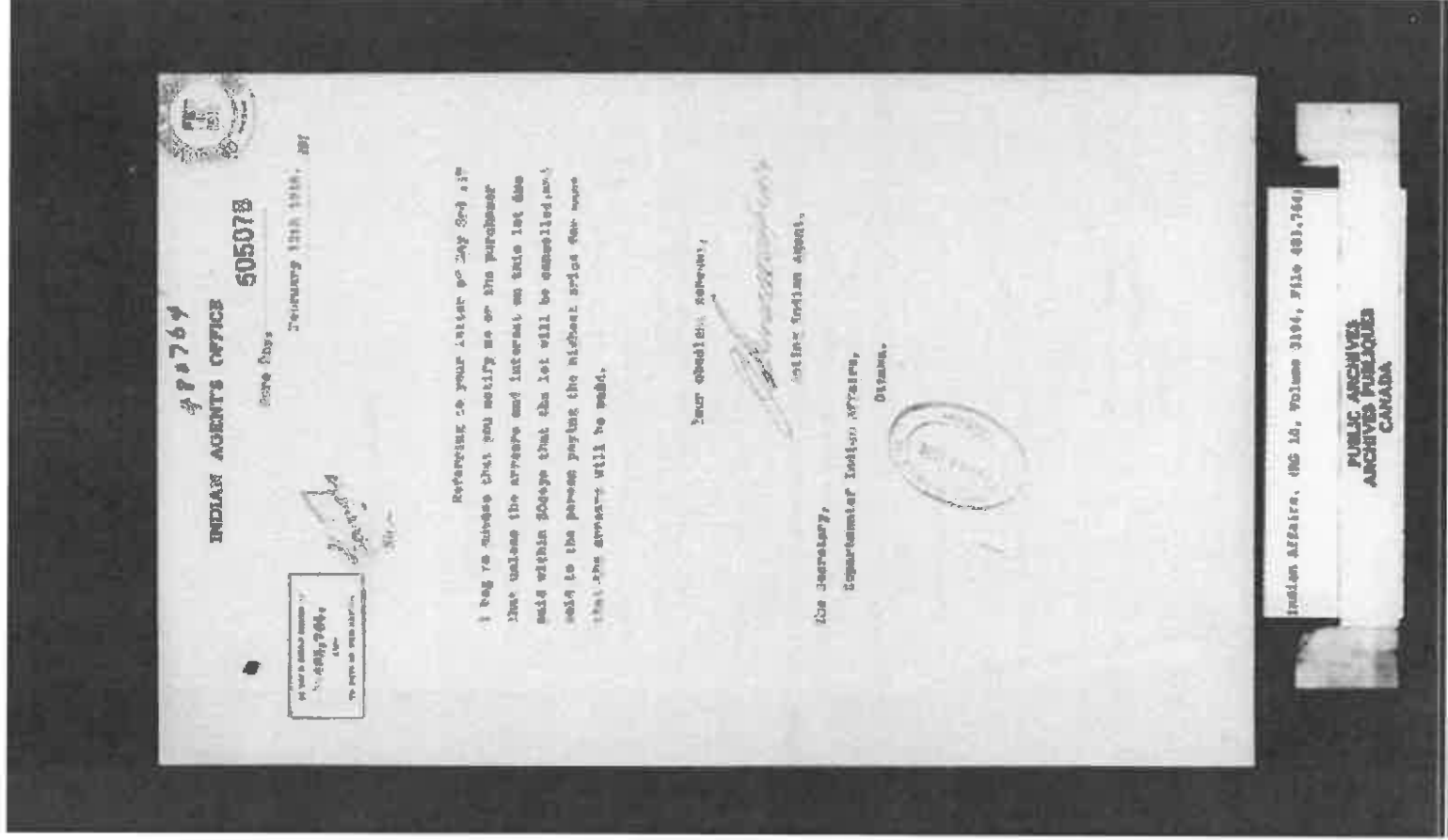
In Charge James A. Finlay Smith.

J. Edmund McCreary, Esq.,
Acting Indian Agent,
Some Day, Oct.

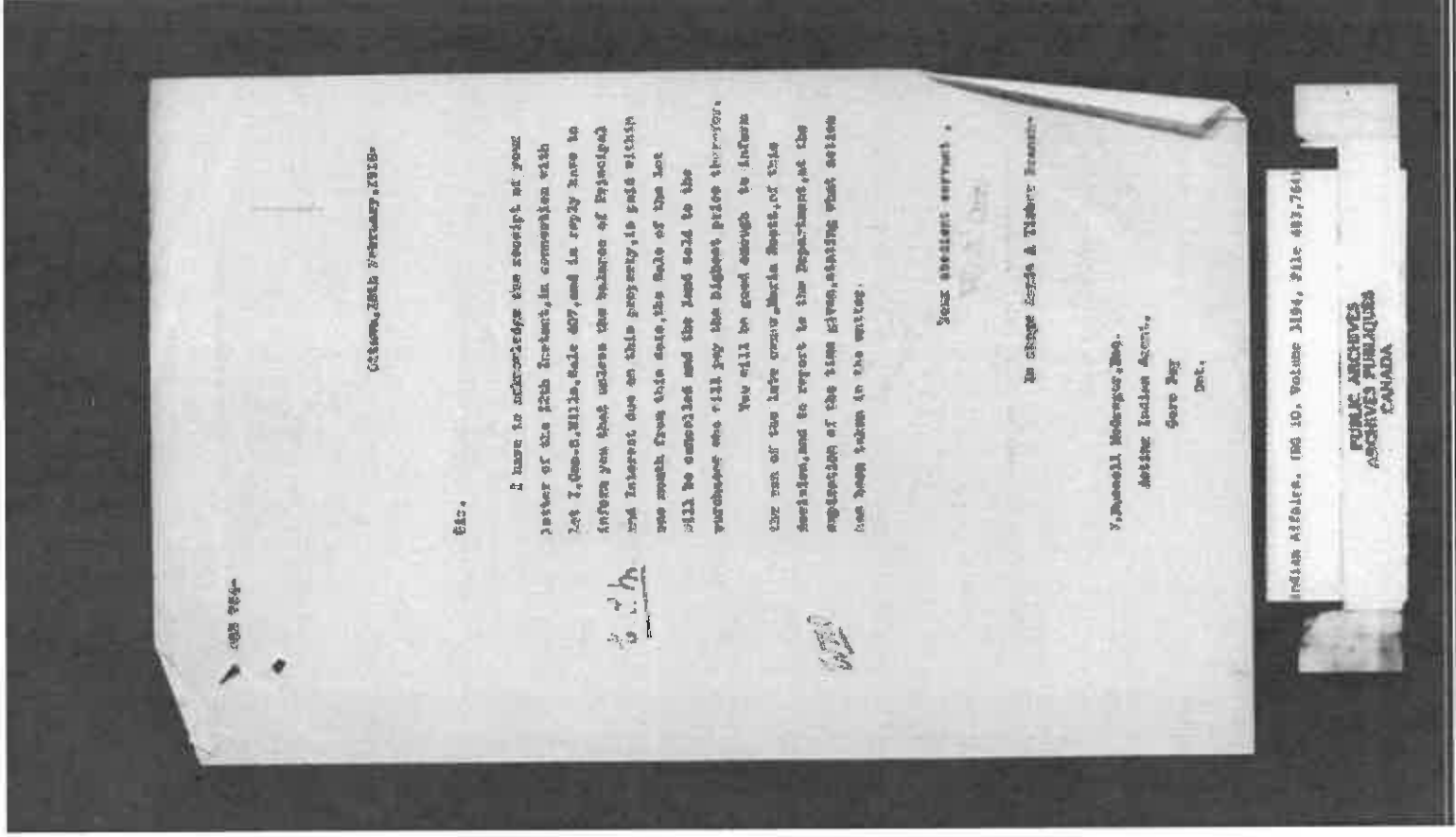
Indian Affairs, 190 10, Volume 1194, File 493,764

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Document 9 - English



Document 10 - English



Ottawa, 26th February, 1918.

Sir,

I have to acknowledge the receipt of your letter of the 12th instant, in connection with Lot 7,000-8, 1111a, 641c 407, and in reply have to inform you that unless the balance of Principal and Interest due on this property is paid within two months from this date, the sale of the lot will be cancelled and the land sold to the purchaser who will pay the highest price therefor.

You will be good enough to inform the rest of the late owner, Maria Nepes, of this decision, and to report to the Department, at the suggestion of the time given, stating what action has been taken in the matter.

Your obedient servant,

In charge Esda & Tibber Branch

J. Russell McGregor, Esq.
 Acting Indian Agent,

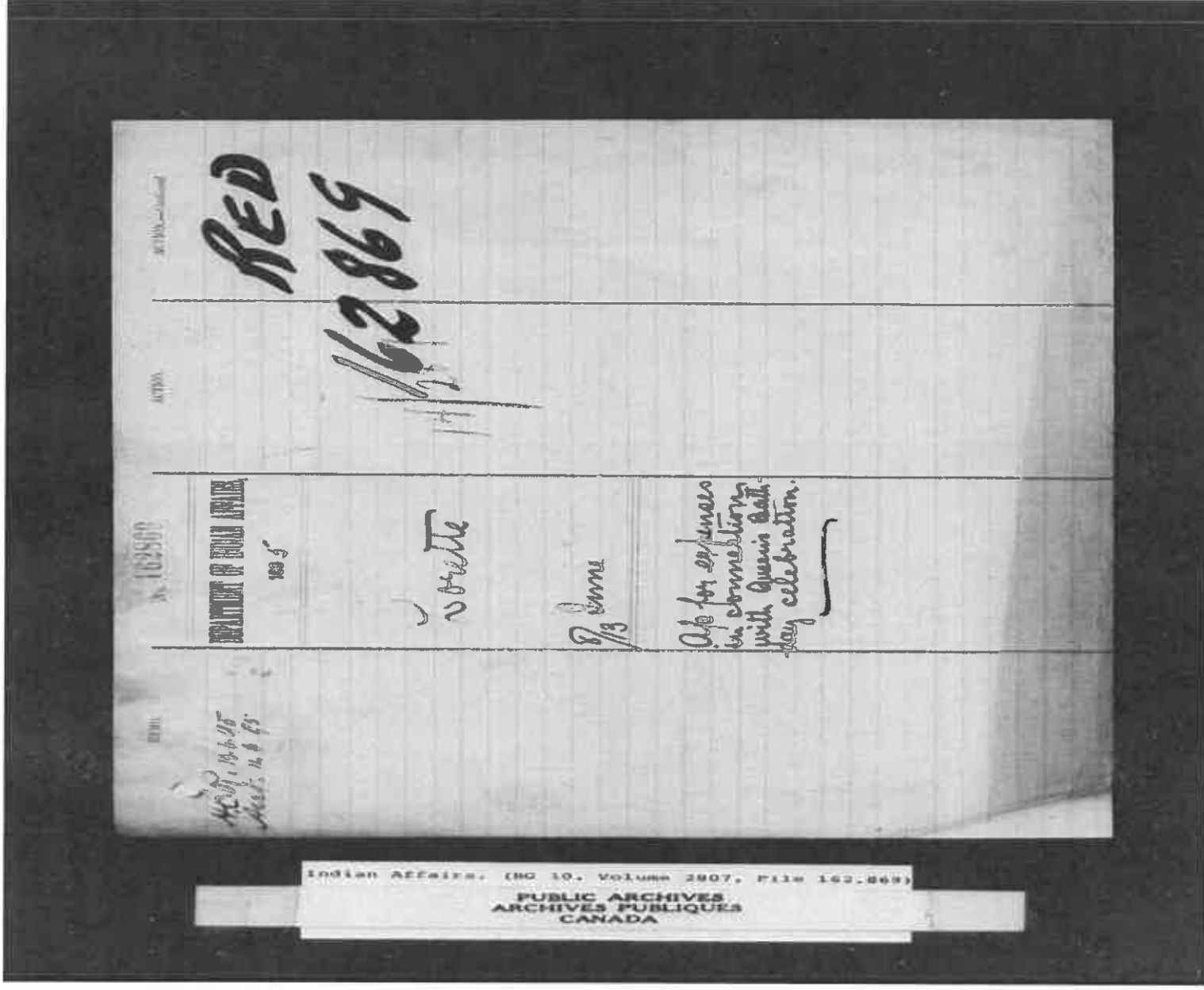
Sere Jay
 Dat.

INDIAN AFFAIRS. IND 10. Volume 1194, File 483,764

PUBLIC ARCHIVES
 ARCHIVES PUBLIQUES
 CANADA

5.2.2.10 Documents d'Archives en Français

Document 1 -- Français



1025410

No. of Rec.

INDIAN TRUST FUND.

The Department of Indian Affairs, par les chefs Yewonwew
to Sabritu Peltier

| DATE. | AMOUNT. |
|---|---------|
| May 24 700 pounds 00/100 | 50 |
| <p><i>Comme pour l'ind. le Com. du Village Yewonwew L'Yewonwew de la photo de la Yewonwew</i></p> <p><i>March 30 1892 1915 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025</i></p> | |

I hereby certify that the amount has been collected, the receipt returned and that the proceeds are as per
list.

Robt. M. Peltier

Indian Affairs. (RG 10, Volume 2807, File 162,869)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



1886



James Lovett S.

Major Reed,
Chief of the
Ottawa.

Monsieur, Je vous envoie l'ancien
titre de l'Alouette de L'Alouette, de
le feu amérindien de Notre Seigneur
Comme, le chef ont fait trois
au village de la Compagnie de Commerce
ditionnel et il ont achetés à cette
fin 7 lbs. de poudre.

Je vous prie de me dire si le chef ont
le manque d'argent et si ils ont
complet, il m'ont puis de vous adresser
le compte et - inclure pour ce
lbs de poudre, espérant que le
demande vous ait l'accepter et le
la.

Je se basent pour cette de
grande sur le fait qu'il y a deux
ans, alors que l'Alouette de L. P. Barton
était ministre de la Prévôté, leur avait
fait remettre 25 lbs de poudre pour
occasion. Je crains que le
même de la Prévôté dispenser à son
cette ans. Je vous prie de leur
espérant que le département ne refuse de
la leur accord.

Je suis, Monsieur,
Votre dévoué,
James Lovett S.

Indian Affairs. (RG 10, Volume 2807, File 162,868)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Translation



George Forester,
18 June, 1875

My dear Recd. Genl;
Deputy Asst. General of
Indian Affairs Ottawa.

Sir:- Following the old custom
of the Huron Village of Inette
of celebrating the birthday of
Our gracious Sovereign, the Chief
purchased the traditional three
cannon shots; for this purpose
they bought 7 lbs of powder.

As the Chief is now
in Ottawa, it would be well to be
had, they asked me to send
you the enclosed account
for the 7 lbs of powder, hoping
that the Department would
accept and settle for it.

They have their request
on file but that two years ago
under the Hon. Mr. P. Caron
was Minister of Militia & int.

Indian Affairs. (MG 10, Volume 2807, File 162,865)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

them 25 lbs of powder for the
occasion of the Queen's Birthday.
They believe the Department
will show them the same
consideration this year.

I forward you their
request, hoping the Department
will not refuse to grant it.

Yours, &c,
Antoine C. Bastien,
Admin. Agent.

Indian Affairs. (MG 10, Volume 2807, File 162,869)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



Document dans le Collège de Québec, en
lui à l'histoire rendue et qui à l'église est prêtre.
Charlebourg Ce journal fait vingt huit pages
après midi mil sept cent quatre vingt dix,
lecture faite. Moni signe

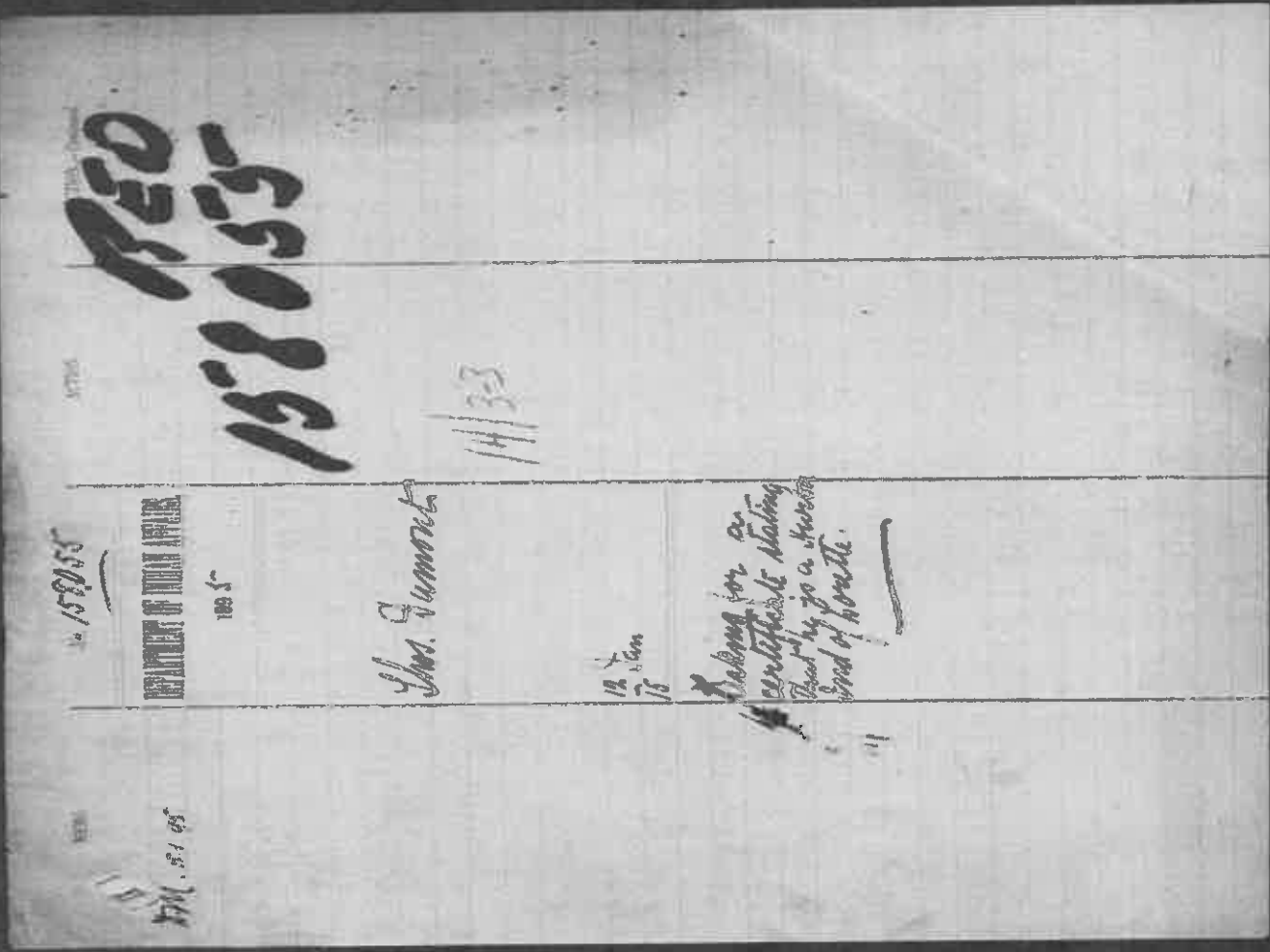
Moni signe
Superieur des Missions
Dul padre

RG 10, VOL. 1851, IT 408, Indian Affairs' CONSECUTIVE NUMBER 412

3

Concession par les
Reverends Pères de la
Compagnie de Jésus
le 17 Mars 1742.
J'ai obtenu en P. S.
du Gouverneur pour les
Indiens

Document 3 – Francais



Indian Affairs. (RG 10, Volume 3795, File 158,055)

PUBLIC ARCHIVES
 ARCHIVES PUBLIQUES
 CANADA

1885
Village de la Côte de la Baie
1887



Tous Sauvages, chefs de la
tribu des Hurons, Christianisme que
M. le ~~Prêtre~~ ~~curé~~ ~~de~~ ~~la~~ ~~paroisse~~ ~~de~~ ~~St~~ ~~Joseph~~ ~~de~~ ~~la~~ ~~Pointe~~ ~~de~~ ~~la~~ ~~Beauport~~
donne et Thomas Dumont,
sont Indiens et appartiennent
à la Nation Huronne de la
Jeune-Lorette, et comme tels, ils
ont droit à tous les avantages
que donnent les Compagnies de
Chemin de Fer et autres aux
sauvages sous forme de réduction
dans le prix de transport.

Maurice Bastien, Agence de la
Baie de la Pointe de la Beauport

Certifié
Agent des Hurons.

Indian Affairs. (RG 10, Volume 2795, File 158,055)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

100/1001

THIS LETTER HAS BEEN FILED

RECEIVED 15th JANUARY 1955

Sir,

In compliance with the request mentioned in your letter of 1st Jan 1954 enclosed herewith are the following copies:

1. History Reservations Department
of Saskatchewan

2. The Saskatchewan
Heritage, P. 2, 3

Indian Affairs. (RG 10, Volume 2795, File 158,055)

**PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA**

Document 4 – Français

Déposition d'Ignace Kamétabéré, chef de la nation iroquoise, du Sault-Saint-Louis | BANQ numérique

DEPOSITION DE **IGNACE KAMÉTABÉRE**
(29 NOVEMBRE 1837)

DISTRICT DE
MONTREAL

Ignace Kamétabéré Chef de la nation Iroquoise du Sault de St Louis, après serment prêté sur les Saints Evengiles dépose et dit, que Mardi ou Mercredi de la semaine passée pendant la nuit Edouard E. Rodier Zouier Avocat de Montréal, et Docteur Lacroix du même lieu sont venus chez un nommé Dupuis dans la paroisse de La Messon-tine; sur leur chemin disoit ils aux Etats Unis d'après ce que le déposant a appris que le déposant dit de plus qu'il a été informé que les dits Rodier et Lacroix en passent a Chateauguay ont fait tout dans leurs pouvoirs pour inciter les habitants a prendre les armes contre le Gouvernement. Et le déposant ne dit rien de plus et a signé -

Ignace Kamétabéré

Assesmenté pardevant moi
a Montréal ce 29 Novembre
1837.

en J^h Hall J.P.

Archives de la Province.
EVENEMENTS DE 1837-38, pièce 870.

c/p

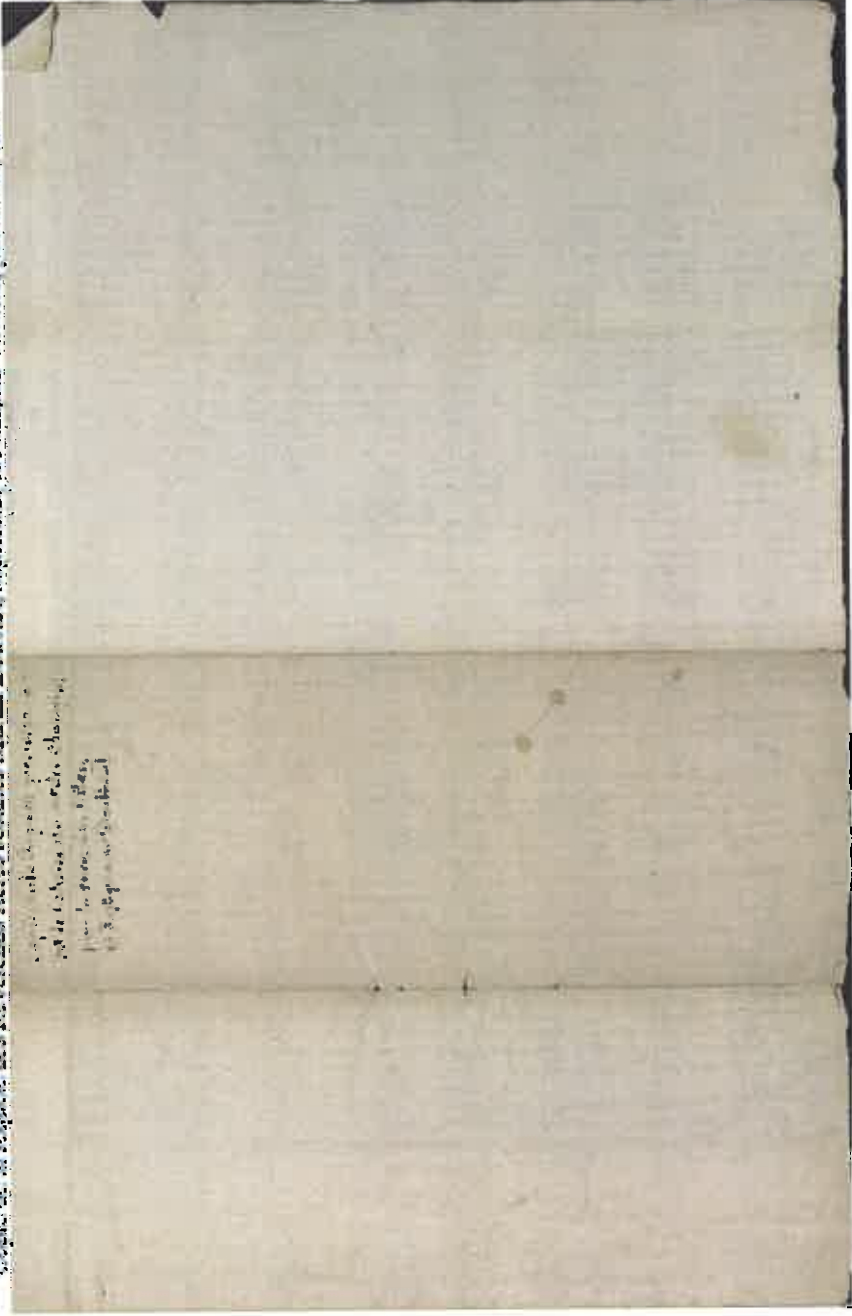
29 Nov 1837

The Sacre
of Rodier } off of
of Lacraut } Ignace Kané
 } Mataboni

029/2018

<http://num.sr.qc.ca/patrimoine/archives/S2327/33235067/docref-km-uQT8a.iggpweQqs0g>

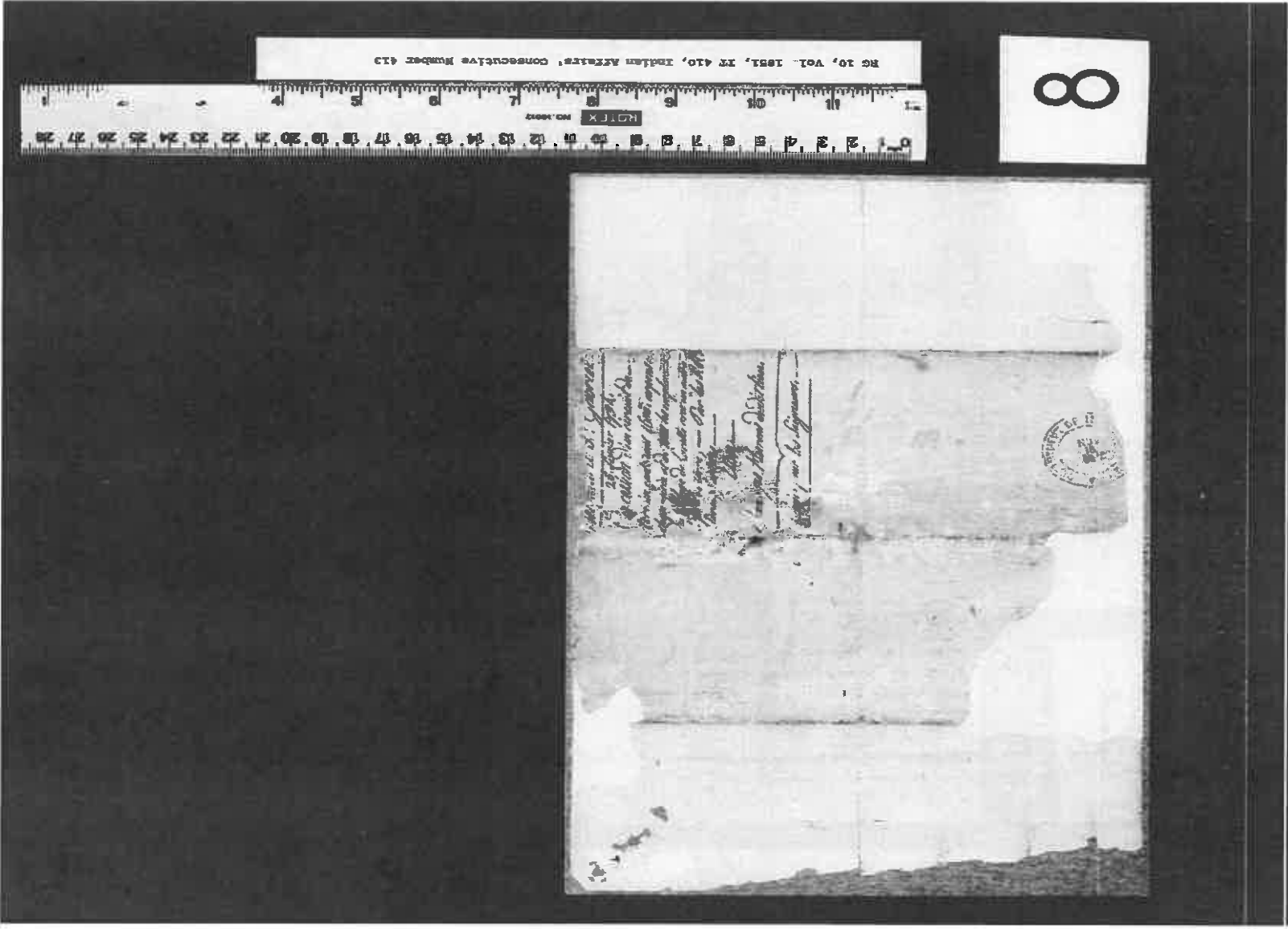
Copie de la requête des Révérends Pères Jésuites Martin Bouvier, supérieur, et François Veillon, procureur, au...

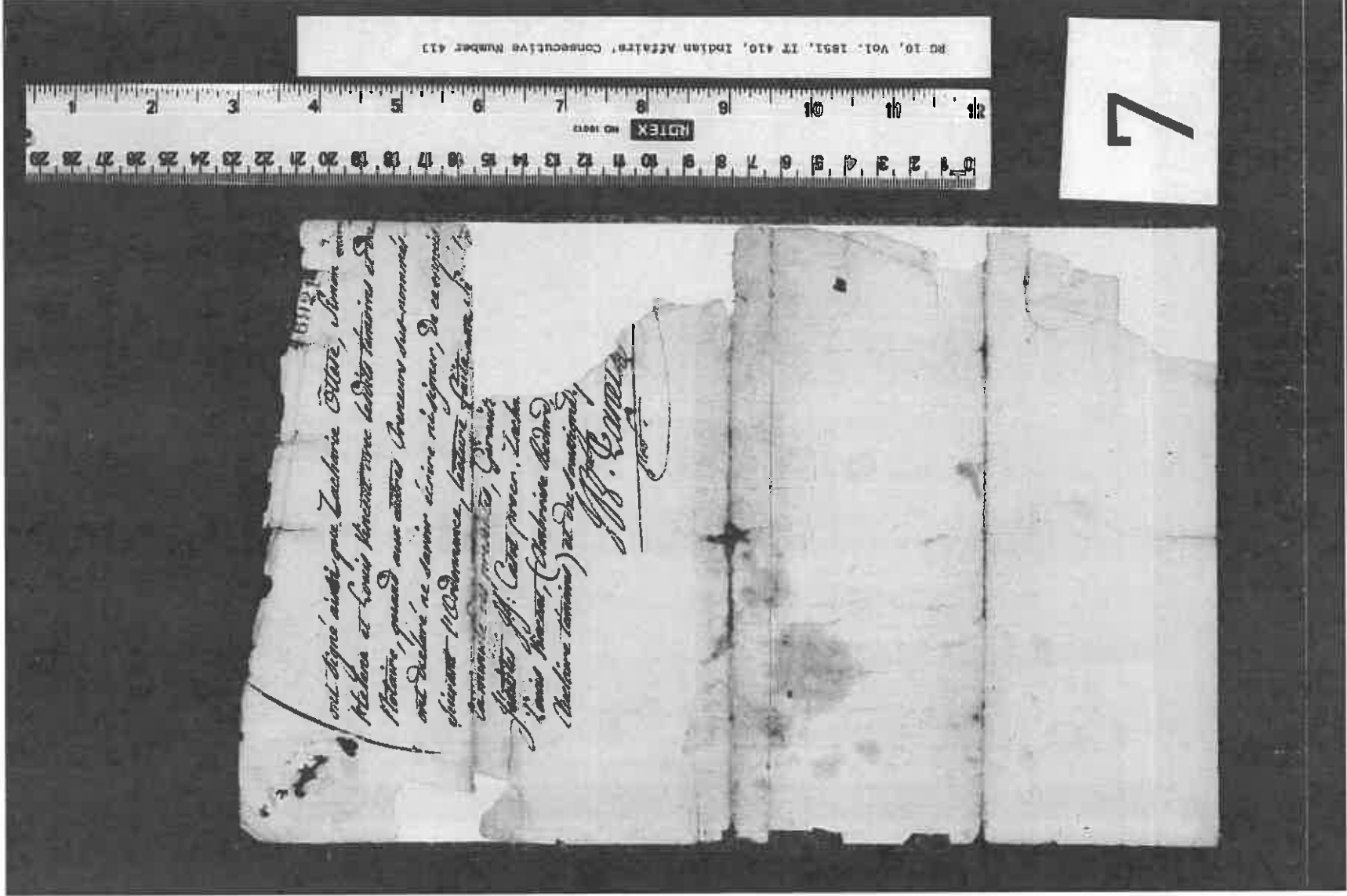


<http://num.eroyce.bonq.qc.ca/patrimoine/archives/S227/3152845?docref=IHfjyCmk6CGZN218UCvdlQ>

3/29/2018

Document 6 – Francals





RG-10, VOL. 1851, IT 410, INDIAN AFFAIRS, CONSECUTIVE NUMBER 413



7

ont signé ainsi que Zacharie Bédard, Simon
 Hébert et Louis Vincent avec ledits témoins et de
 Notaire, quand aux autres Procureurs des-dits
 ont déclaré ne savoir écrire ni signer, De ce signé
 devant M. Ordreance, Notaire Public de la
 Communauté de Montréal, le jour
 du mois de Mars, l'an
 de la République Française, l'acte par lequel
 Louis Vincent, (Zacharie Bédard,
 (Zacharie témoins) et de, sousigné,
 J.B. Cuvier
 1807



MS 10, Vol. 1851, IT 410, Indian Affairs, Consecutive Number 413

Gabriel, dans par les Princes, pourvoir, les pain-
 ments, ailleurs qu'en payant le Droit de maniere
 ordinaire. Le remboursement des Princes, sur
 les bois de charbon, propres à la construction des
 bâtimens de la Mission, et la faculté de prendre
 dans aucun de ces bâtimens pour six Dits Princes
 et leurs causes à l'avenir, les bois, pierres et
 autres nécessaires pour la construction et les
 réparations à perpétuité de l'Eglise Dite de
 la Saine. Laquelle ainsi que du manoir et
 moulin de la dite Mission, S'agissant de Gabriel.
 Au moyen des charges ci-dessus et autres
 des Dits, les Princes concèdent et octroyent par
 ces présentes à l'avenir en bon, et
 et d'ailleurs, en outre expressement que toutes les
 clauses et conditions portées audit contrat de
 concession du chapt. Mais nul n'est censé
 garantir deux, d'aucunement extérieurement comme
 nulles et sans aucun effet, et que les présents
 soit accordez dans tout droit certain, sans
 pouvoir aller généralement au contraire. Car
 ainsi de. Et que les parties sont convenues de
 protéger. Promettant de. Obligeant de.
 Fait et passé à Charlebourg en l'année, le
 mil sept cent quatre vingt quatre le vingt
 six février avant midi; les Princes amés.

6

46921

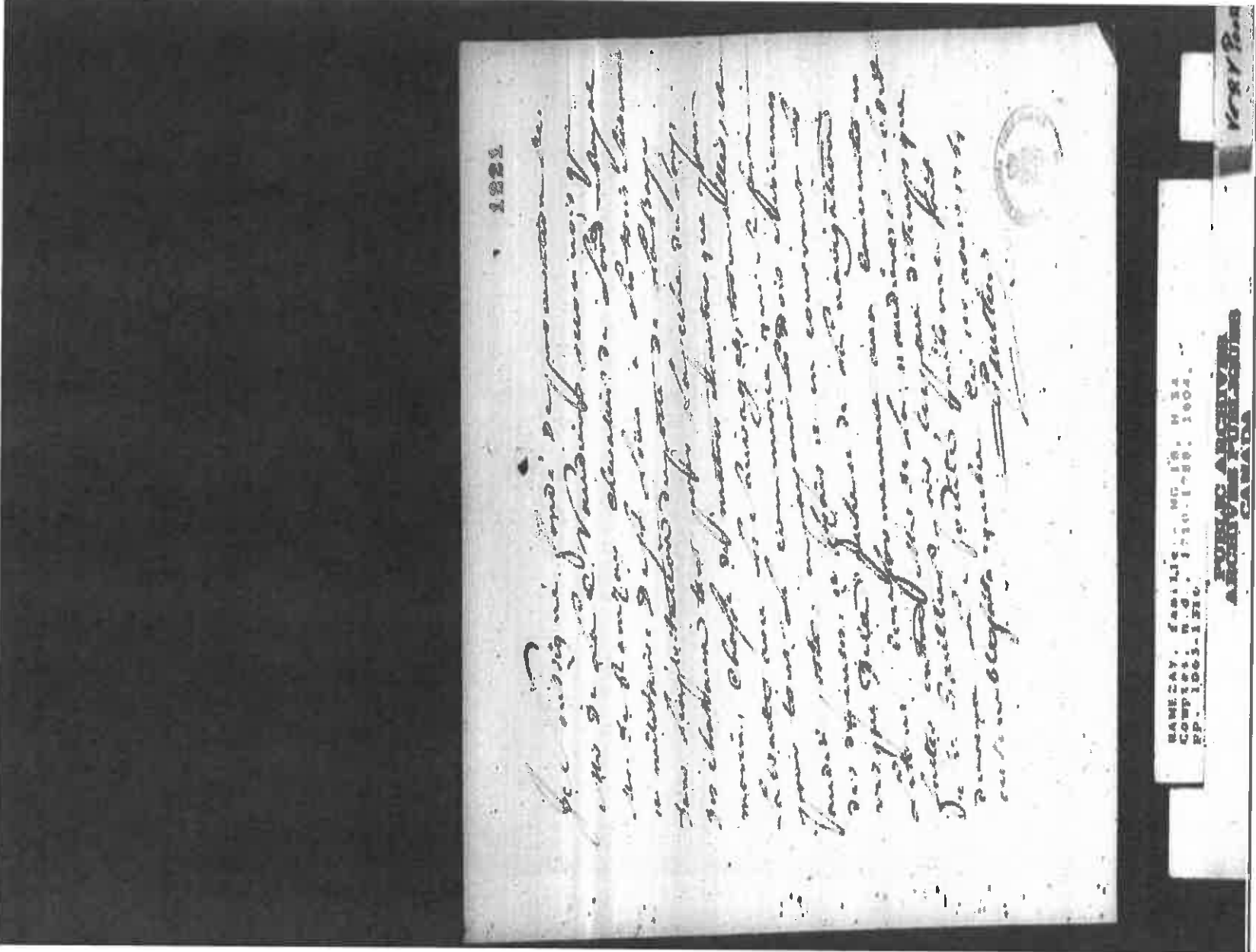
tout en enjointe à qui que ce soit, mais ledit
 Procureur pourroit acheter par ses mains
 saires vides et cultiver a l'usage des
 avantages ledit terrain concédé, tel qu'il
 pourroit en avoir pu être autorisé. Comme
 aussi sa pourroit à perpétuité, vendre, donner ni
 même prêter à qui que ce soit, aucune des bois
 qui se trouvent sur ledit terrain de terrain, à
 peine de nullité ledites ordonnances, et à charge
 aussi que tous subrogés, acceptés, acheteurs que
 ledit procureur pourroit autoriser de son terrain
 dedit bois, et les mesureront pour leur chauffage
 et autres, tant pour ses mains que pour les
 successeurs, comme il est dit ci-dessus.
 Et que de tout le tout il n'y auroit
 aucune difficulté à l'égard de ledite concession
 le tout sera comme ci-dessus énuméré, et énuméré
 par les Chefs en assemblée avec les anciens du
 village. Mais à la charge par ledit Procureur
 de continuer de tenir en faire tenir feu et ton
 sur la présente concession, de donner de l'eau
 à l'usage des terres de l'usage de l'usage de l'usage
 et autres ordonnances de l'usage de l'usage de l'usage
 les chemins et ponts qui seront jugés nécessaires
 pour l'usage publique, de souffrir le regard
 des terres voisines, de faire porter les grains
 qu'ils recueillent sur ledite concession, et de
 en rendre bonnet de ledite concession.



RC 10, Vol. 1851, IT 410, Indian Affairs, Consecutive Number 411

5

Document 7 -
Francais



1881

Je suis en possession de
 un certain nombre de
 documents relatifs à
 l'histoire de la
 navigation sur le
 lac St. Lawrence
 pendant les années
 1710-1730. Ces
 documents sont
 conservés dans
 les archives de
 la Banque du
 Canada. Ils
 contiennent
 des renseignements
 très intéressants
 sur les voyages
 effectués par
 les navigateurs
 de cette époque.
 Ces documents
 sont en français
 et en anglais.
 Ils sont
 très précieux
 pour l'histoire
 de la navigation
 sur le lac
 St. Lawrence.
 Je suis en
 possession de
 ces documents
 depuis
 plusieurs
 années. Ils
 sont
 très
 intéressants
 et
 très
 précieux.
 Je
 suis
 en
 possession
 de
 ces
 documents
 depuis
 plusieurs
 années.

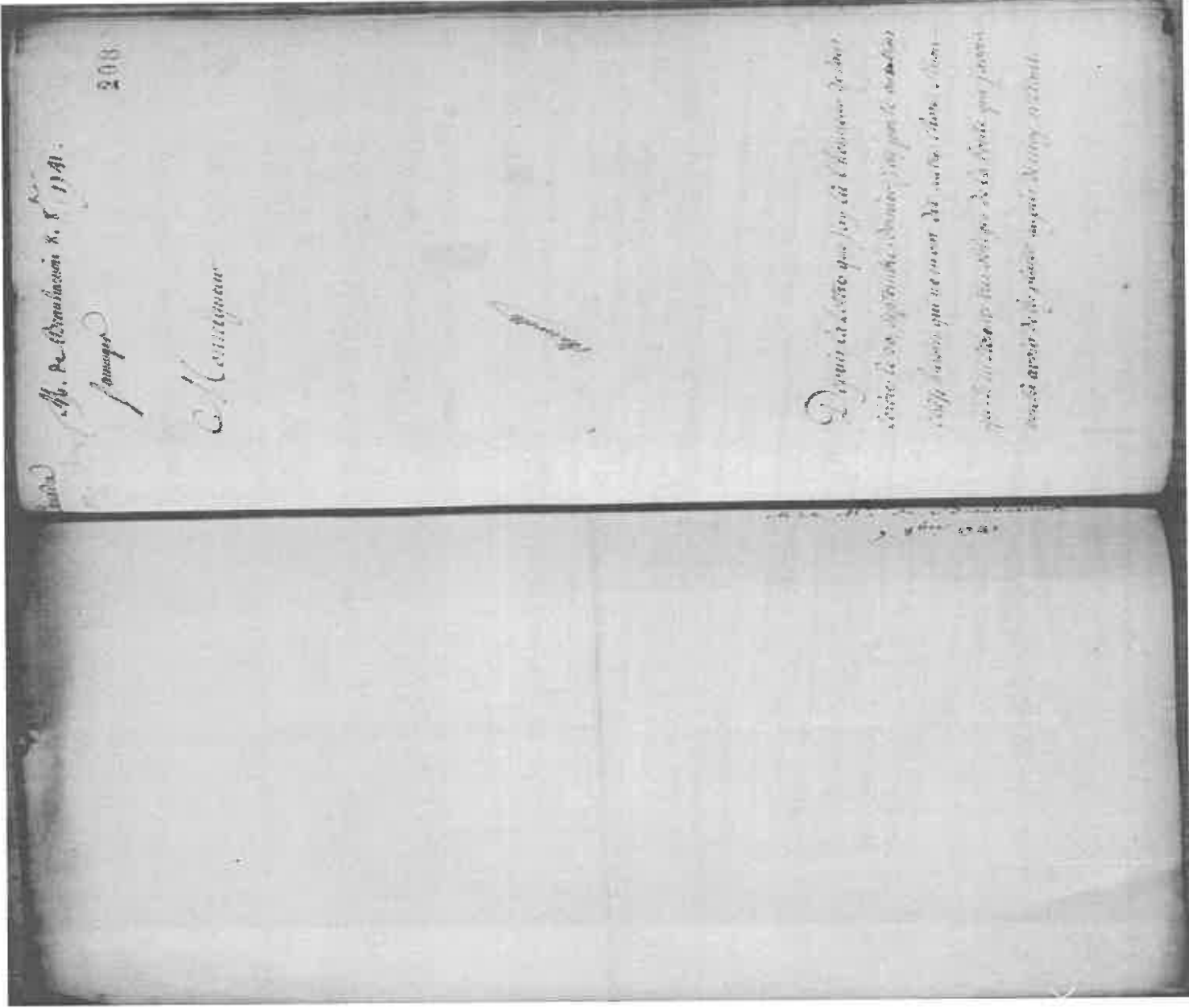
BANK OF CANADA
 MG 16, M 34
 COMPTES, N. D., 1710-1-30, 1004.
 PP. 1063-1310.

ARCHIVES ARCHIVES
 CANADA

1881

Document 8 -- Français

: Mikan no. 3049582



1000198610

10 Octobre 1961

Cher Monsieur,

Je vous envoie en bon état
 les copies des documents
 adresses à l'Institut
 de la Santé Publique.

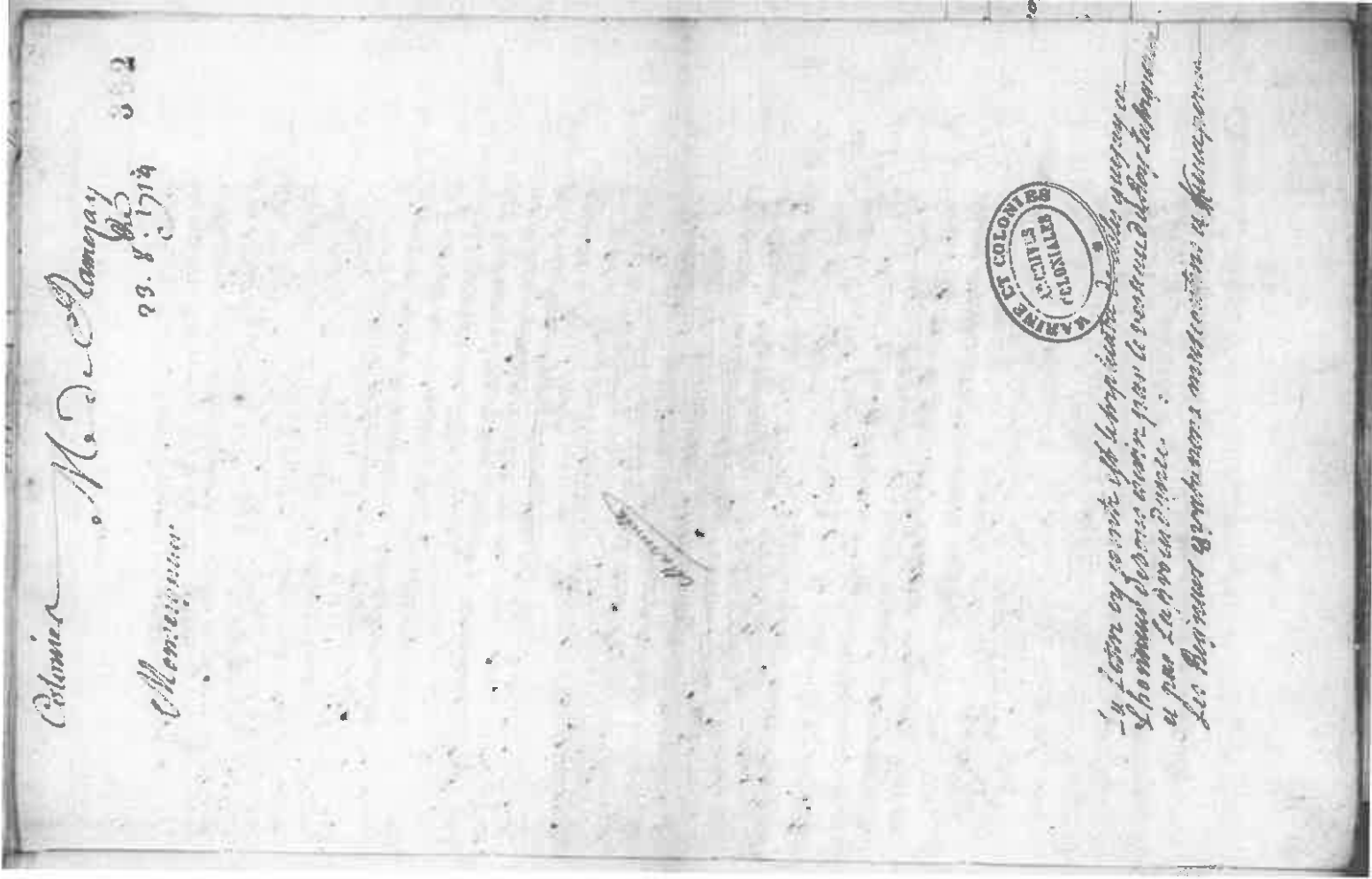
Je vous prie de m'en
 adresser un exemplaire
 à l'adresse ci-dessous.

M. le Dr. J. B. Bouchard
 5, rue de la Santé
 1000198610

Cordialement,
 J. B. Bouchard

Document 9 – Français

Mikan no. 3064683



par le poste
Comme à proindance n'est point prouvé auant
de ce point comme le cap. Deu nature l'esperance
pour cette Lettre a été que j'ay eu l'honneur d'
vous écrire cy devant.

Jay l'honneur de vous remercier en tres pro fond
Respect



M. De Rameloy 23 8 1714

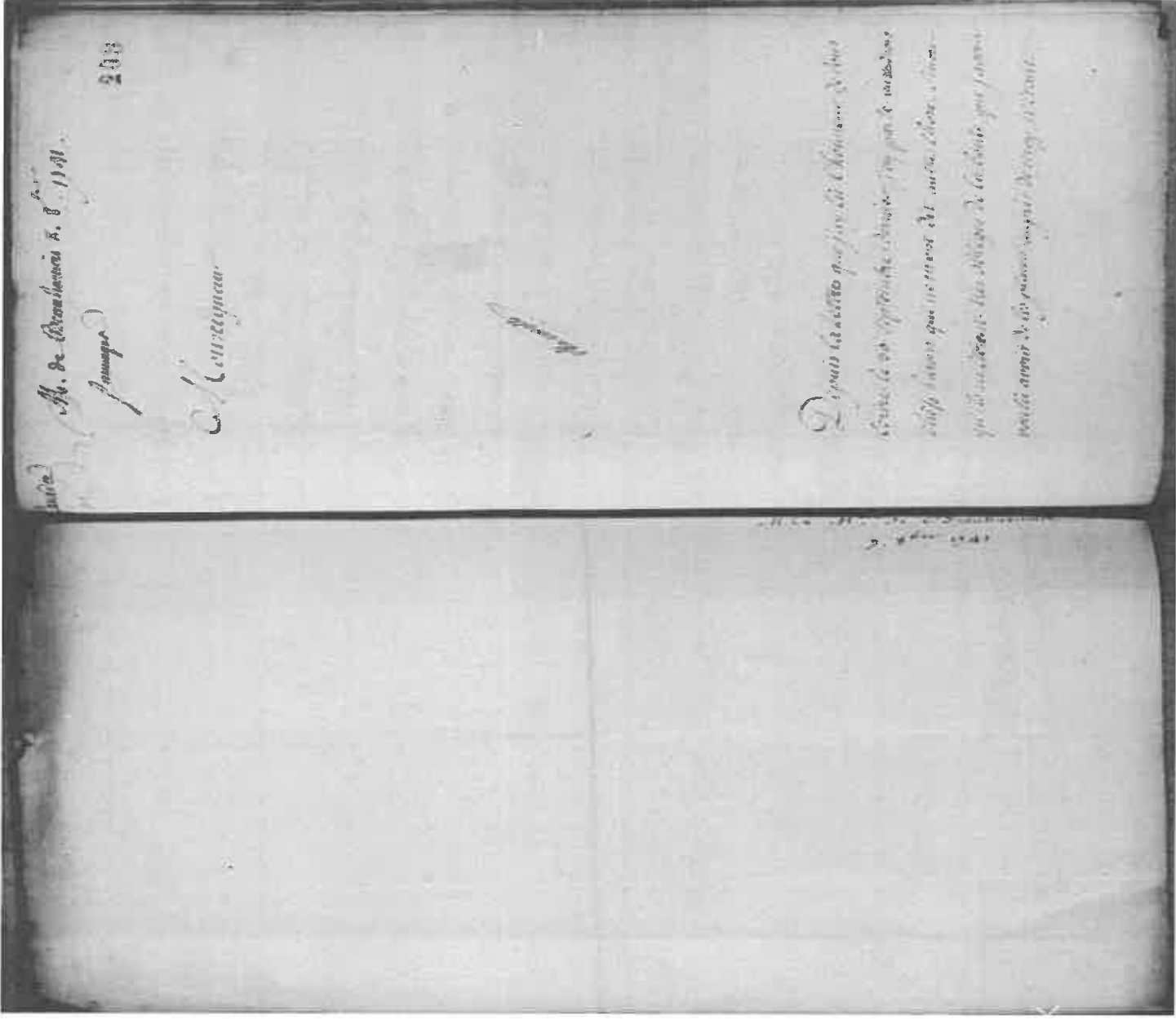
Monseigneur

ayuey de
29 octobre
1714

De Rameloy
Je suis tres humblement
vostre et tres obéissant
serviteur

Document 10 - Français

Mikan no. 3067673



Appendix B
Tombstone Coding Protocol Guide

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

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

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

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

TOMBSTONE CODING PROTOCOL GUIDE

Types of Fields Available in Summation

Note Field

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

Multi-entry Field

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

Date Field

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

Time Field

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

Integer Field

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

Currency Field

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

Real Field

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

Text Field

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

CHARACTERS NEVER TO USE IN SUMMATION

NEVER USE THE FOLLOWING CHARACTERS IN SUMMATION:

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

STANDARD SUMMATION FIELDS

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

1. Document ID No
Column Name **Field Type** **Lookup Table** **Validation Template**

| Docid | Note | No | No |
|-------|------|----|----|
|-------|------|----|----|

COMMENTARY

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

EXAMPLES

XXX-00201 The 201st document in the XXX collection. There are no attachments, this is a single document.
 XXX-00200[000-010] The 200th document in the XXX collection. This is the cover document with a total of ten attached documents.
 XXX-00200[002-010] The 200th document in the XXX collection. The second of ten attached documents.

PROTOCOL

- ☒ NEVER use letters to end your document number as this causes incorrect sorting when the number of attachments exceeds 26 ("Z")
- ☒ The alpha portion is a prefix, which visually identifies the records as belonging to a particular party in the case.
- ☒ The alpha portion is searchable and provides an easy way to select all the records for a particular party [DOCID=XXX*]
- ☒ Leading zeros are necessary to have the number sort properly. For very large cases, uses a 6 digit number.
- ☒ Attached documents are indicated by the numbers inside the square brackets. The first number indicates the document's order within the attached set. The second number is the total number of attachments excluding the cover document. The main number repeats for each of the attached documents.
- ☒ The cover document is indicated by [000-002]. The first attachment is [001-002] and so on.
- ☒ This Document ID number is on the front page at the **bottom left-hand corner**
- ☒ Every document going into the database **must** have a unique document identification number.
- ☒ As there is a maximum number of templates allowed per field, you may have to delete two existing templates from your new database and replace them with the following templates:

- AA?-00000
 - AA?-00000[000-000]

CAUTIONS

- ☒ DO NOT use a period [.] in Document ID numbering. Use a hyphen [-] instead as shown in the examples provided.
- ☒ All DOCID numbers must be unique

☒ All DocID number patterns must be zero-filled to the same number of digits to ensure that the documents sort properly.

2. Page Amt

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

COMMENTARY

☒ Note how many pages are actually in each document.

PROTOCOL

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

NOTES

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

3. Document Type

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

COMMENTARY

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

PROTOCOL

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

EXAMPLES

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

CAUTIONS

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

4. Document Title

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

COMMENTARY

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

PROTOCOL

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

5. Document Features

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

COMMENTARY

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

PROTOCOL

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

EXAMPLES

- ☒ Some examples in the lookup table are:
 - Has attachments
 - Is attached
 - Is duplicate
 - Has duplicate
 - Is variant
 - Has variant
 - Poor copy
 - Handwritten
 - Has Marginal Notes
 - Requires special handling
- ☒ Example uses of the field:
 - Separating parent documents from their respective attachments.
 - Numbering large lists, where attachment numbering is being done, is easier using DocFeat. Query to bring up everything to be listed EXCEPT the attachments. Use the Replace Info feature to automatically number the documents. Only the attachments have to be numbered manually.

NOTES

- ☒ A new concept called Special Handling is maintained by DocFeat. This flag indicates the document has to be handled with extreme care. Documents which require special handling would be:
 - Secret
 - Severed
 - Those with privacy issues

- Those with confidentiality agreements between counsel

6. DOCUMENT DATES FIELDS

a. Cover Date

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

COMMENTARY

- ☒ The factual date on the cover page of a parent or stand alone document.
- ☒ For a document with no attachments, the cover date and document date would be the same.
- ☒ For a document with attachments, the cover document would have the same cover date and document date. Each attachment would have the same cover date as the original cover document and whatever document date indicated on each of the attachments.

PROTOCOL

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

b. Document Date

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

COMMENTARY

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

PROTOCOL

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

EXAMPLES

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

c. Assigned Date [mandatory]
Column Name **Field Type** **Lookup Table** **Validation Template** **On The List**
Assidate Date No No No

COMMENTARY

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

PROTOCOL

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

- Comments on the estimated date should be recorded in the Date Comments field including how the coder derived the estimated date if it is not from the Document Date.

EXAMPLES

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

NOTES

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

7. ATTACHED AND RELATED DOCUMENTS

a. ParentID
Column Name **Field Type** **Lookup Table** **Validation Template** **On The List**
Parentid Note No No No

COMMENTARY

- This field is required in LG/Blaze version 2.5.x to link an attached record back to its parent document. In Version 2.5.x, it is possible to show the family of summaries related to a particular summary shown on the Column view. The feature only works if the ParentID field exists and is properly coded. It works with the DOCID field.
- This field has no meaning in Version 5.21 but should be filled in if the Atmlink field is being used.

PROTOCOL

- ⊘ Enter the DOCID for the parent document if this is an attachment. The numbering format has to match exactly what is in the DOCID field.
- ⊘ If this is a parent document, leave the ParentID field blank.
- ⊘ If this is a document with no attachments, leave the ParentID field blank.

EXAMPLES

- ⊘ For document LMB-00001[00-02] ParentID would be blank
- ⊘ For document LMB-00001[01-02] ParentID would be: LMB-00001[00-02]
- ⊘ For document LMB-00002], ParentID would be blank.

PROS

- ⊘ In LG/Blaze Version 2.5.x, the ParentID field is used to retrieve related summaries to the Column view. If a document is an attachment and comes up in a query, it is possible to see the records for the rest of the attachments by showing the Family History. This adjusts the Column view to include the other documents.
- ⊘ The ParentID is also required if you want to print attachments. If you ran a query that resulted in an attachment being displayed but none of its siblings or the parent, it is possible to print the hit attachment and all the other associated documents through the use of the ParentID. This is particularly useful when preparing Witness Briefing binders.

CONS

- ⊘ The field has no use in Version 5.21.
- ⊘ If the DOCID of the Parent document ever changed, you would have to make sure to update the ParentID field for each of the attachments.

NOTES

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

CAUTION

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

b. Attachment Links [1]

| Column Name | Field Type | Lookup Table | Validation Template | On The List |
|-------------|------------|--------------|---------------------|-------------|
| Atlink | No | No | No | No |
| Multi-Entry | No | No | No | No |

COMMENTARY

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

PROTOCOL

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

EXAMPLES

- ⊘ For document LMB-00001[00-02] Atlink would appear like this:
LMB-00001[01-02]
LMB-00001[02-02]
- ⊘ For document LMB-00001[01-02] Atlink would appear like this:
LMB-00001[00-02]
LMB-00001[02-02]

NOTES

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

CAUTION

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

8. DOCUMENT NAMES FIELDS

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

| <u>Author</u> [*] | <u>Recipient</u> [*] | <u>CC/BCC</u> [*] | <u>Lookup Table</u> | <u>Validation Template</u> | <u>On The List</u> |
|-------------------|----------------------|-------------------|---------------------|----------------------------|--------------------|
| Author | Multi-Entry | Yes | No | Yes | |
| Recip | Multi-Entry | Yes | No | Yes | |
| Ccbcc | Multi-Entry | Yes | No | No | |

COMMENTARY

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

PROTOCOL

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

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

- ☒ Identify each portion of the name as their own component as noted above.
- ☒ If the **name** of the person is illegible or unknown, capitalize **ILLEGIBLE OR UNKNOWN**.
- ☒ If the **position** is illegible or unknown, put Illegible or Unknown inside the **round** brackets with the same mixed case format as you would where you know the position.
- ☒ If the **department or company** is illegible or unknown, put Illegible or Unknown in mixed case inside square brackets.
- ☒ Do not add titles such as Mr., Mrs., Dr., etc.
- ☒ Signature block rules - that individual who is typed at the bottom of the document is considered the author even if another individual signed for that person.
- ☒ Last names should always be capitalized wherever used in the database [i.e. Summary field].

- ∩ When attributing information, end the information with a plus sign (+). Keep the plus sign within the round or square brackets if you are attributing information in the position or company/department segments. Do not use square brackets to separate the information.
- ∩ Make a note in the Researcher's Analysis field about how you arrived at your conclusion. Preface the note with your full name, beginning with a >z= in square brackets but with no spaces between first and last name. Also include the date YYYY-MM-DD format.

EXAMPLES

- ∩ When you know who authored the document use this format: SMITH John (Director General) [DIAND]
- *Note that the last name is capitalized, the position in mixed case, and the department upper case. Department names are standardized.
- ∩ For attributed information use this format: SMITH John + (Director General) [DIAND]
- Under Researcher=s Analysis field for the above example: [zAylngTracy 2002-02-09] with the appropriate comment. * Note that John is the attributed piece of information. Probably taken from other documents in the same time period by the Director General.
- ∩ For Unknown, Illegible, N/A use this format:
 - UNKNOWN (Director) [DIAND]
 - SMITH Joe (Unknown) [DND]
 - CHARLIE Bob (Forester) [Unknown]
 - ILLEGIBLE (Director) [DIAND]
 - SMITH Joe (Illegible) [DND]
 - CHARLIE Bob (Agent) [Illegible]
 - N/A
- ∩ For incomplete information where only one or two of the segments are shown in the document: (Superintendent of Education) [DIAND] [DIAND] (Chief Forester)
- *Note: Put the known segment into the field in its appropriate wrapper characters (round or square brackets). These are essential.

NOTES

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

9. Coderflags

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

COMMENTARY

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

PROTOCOL

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

EXAMPLES

- ∩ A document has a missing page:

- a general comment [missing page] is selected from the look-up table
 - specific details are added in the CoderFlag Comments field identifying which page is missing.
 - once the problem is fixed, both Coderflag fields are cleared.
- ☐ Common entries in the lookup table are:
- Author/Recip problems
 - Docitle problems
 - Date problems
 - Doctype problems
 - Missing page

10. Document Source [1]

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

COMMENTARY

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

PROTOCOL

- ☐ The field should include the specifics of the file number, volume number, file dates and source office [AB Region, HQ, NAC, Dept of Finance, etc]. The location is necessary in that many file numbers are duplicated between regions.
- ☐ Other parties may request to view the originals and this field will help locate them.
- ☐ **The Document Source information must be placed in the bottom center of each page of a document, as in keeping with the Document Management Protocol [Vancouver Copy team]. In this way, we have consistency across the board between cases and know where to find this information on a document.
- ☐ If you obtained this document from an Expert, Deponent or other witness, you should indicate their name and where they found this document.

EXAMPLES

- ☐ 5440-2-444 V1 05/23/82-09/15/91 AB Region
- ☐ RG10 File 1031, Reel 25, V.81 NAC

**Appendix C
Document Scanning Specifications**

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

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

ANNEX "A"
STATEMENT OF WORK

SW1.0 TITLE

Department of Indian Affairs and Northern Development (DIAND), – CIRNA/ISC Secretariat – Litigation Research Analysis, Litigation Research Services and Document Management Services Standing Offer Agreement (Firms)

SW2.0 BACKGROUND

The CIRNA/ISC Secretariat and the Department's sectors develop and coordinate, in conjunction with 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 are broad-ranging and involve all sectors of the Department. In the delivery of its responsibilities, the Department 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.

SW3.0 OBJECTIVES

- 3.1 The Secretariat seeks Research Firms to work with the Secretariat and the Department's various sectors to conduct all of the 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; to conduct primary and secondary research to identify, collect, summarize and extract information from documents related to DIAND litigation, to create document collections, document databases, bibliographies, reports, file summaries, map/survey collections and provide other related research services.
- 3.2 Firms shall be capable of providing services in all three (3) service areas. The above services are required in the following three (3) service areas:
- a) Research Analysis;
 - b) Research Services; and
 - c) Document Management Services.
- 3.3 DIAND intends to award up to sixteen (16) Standing Offer Agreements (SOAs) as follows:
- a) up to five (5) in the NCR,
 - b) up to four (4) in the Quebec Region,
 - c) up to two (2) in the Calgary Region, and
 - d) up to five (5) in the Vancouver Region.

SW4.0 DEFINITIONS AND APPLICABLE DOCUMENTS

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

| <u>Term/Acronym</u> | <u>Definition</u> |
|-----------------------|--|
| Calgary Region | For the purposes of this SOA, the Calgary Region shall be the area encompassed by the Calgary Census Metropolitan Area [see http://www12.statcan.gc.ca/census-recensement/2016/as-sa/fogs-spa/Facts-cma-eng.cfm?LANG=Eng&GK=CMA&GC=825&TOPIC=2]. |

Term/Acronym **Definition**

| | |
|--------------------------------------|--|
| Call-up | Under a valid SOA, a document prepared by the DIAND Project Authority and issued by the DIAND Contracting Authority to the Contractor, through which DIAND will acquire the required services; and which will contain requirements for the provision of said services, which will be consistent with the Statement of Work, and may consist of any combination of the required services and deliverables defined in SW6 - Scope of Work and SW7 - Deliverables. Upon acceptance of the Call-up by the Contractor, the Call-up forms a binding agreement. |
| CIRNAC/ISC Secretariat | Crown-Indigenous Relations and Northern Affairs Canada/ Indigenous Services Canada Secretariat |
| Contracting Authority | The Contracting Authority will be the sole authority on behalf of Canada for the administration and management of this SOA. Any changes to the SOA must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of the SOA based on written requests from any government personnel other than the Contracting Authority. |
| Contractor | The qualified Offeror awarded a SOA pursuant to the competitive selection process, and which has been awarded a Call-up. |
| DIAND | Department of Indian Affairs and Northern Development. |
| DM | Document Management. |
| Firm | An entity holding at least the minimum number of Resources required by this SOA. |
| GoC | Government of Canada. |
| National Capital Region (NCR) | For the purposes of this SOA, the National Capital Region shall be the area encompassed by the Ottawa–Gatineau census metropolitan area (CMA) [see http://www12.statcan.gc.ca/census-recensement/2016/as-sa/fogs-spg/Facts-cma-eng.cfm?LANG=Eng&GK=CMA&GC=505&TOPIC=2]. |
| Project Authority | A person, occupying a specific position within DIAND or fulfilling a specific organizational function, who is responsible for monitoring the Contractor's execution of the work under the SOA, as well as acting as a single point of contact on behalf of DIAND. |
| Quebec Region | For the purposes of this SOA, the Quebec Region shall be the Montreal Census Metropolitan Area and Quebec City Metropolitan Area [see http://www12.statcan.gc.ca/census-recensement/2016/as-sa/fogs-spg/Facts-cma-eng.cfm?LANG=Eng&GK=CMA&GC=462&TOPIC=2 and http://www12.statcan.gc.ca/census-recensement/2016/as-sa/fogs-spg/Facts-cma-eng.cfm?LANG=Eng&GK=CMA&GC=421&TOPIC=2]. |
| RA | Research Analysis. |
| RS | Research Services. |

Term/Acronym Definition

SOW Statement of Work.

Standing Offer Agreement (SOA) An agreement between DIAND and a qualified Contractor to provide Litigation Research Analysis, Litigation Research Services and Document Management Services on an as and when required basis. Individual work requirements may be initiated throughout the duration of the SOA. An SOA does not constitute a Contract.

Vancouver Region For the purposes of this SOA, the Vancouver Region shall be the area encompassed by the Metro Vancouver Regional District, whose boundaries match the Vancouver Census Metropolitan Area [see <http://www12.statcan.gc.ca/census-recensement/2016/as-sa/fogs-spg/Facts-cma-eng.cfm?LANG=Eng&GK=CMA&GC=933&TOPIC=2>].

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

- Appendix B - Tombstone Coding Protocol Guide; and**
- Appendix C - Document Scanning Specifications.**

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

SW5.0 BUSINESS AND TECHNICAL ENVIRONMENT

5.1 *Business Environment*

- 5.1.1 The headquarters of the Secretariat is in Gatineau, Quebec. The Secretariat operates within a standard office environment.
- 5.1.2 The Secretariat also has branch offices in Calgary, Alberta, and Vancouver, B.C.
- 5.1.3 DIAND's regular operating hours are Monday to Friday, 8 a.m. to 5 p.m., local time, excluding statutory and government holidays.
- 5.1.4 DIAND has records and archival repositories relevant to this requirement in Vancouver, Calgary, Gatineau, and Quebec City.
- 5.2 *Technical Environment*
- 5.2.1 DIAND's current desktop software is Microsoft Office 2010.
- 5.2.2 DIAND's current database software is Ringtail 8.6 and above.

SW6.0 SCOPE OF WORK

- 6.1 The scope of work attached to each Call-up against the Standing Offer will identify the particular factual matters, issues, allegations, and other relevant areas of consideration that shall be researched, verified, documented, and reported upon in the Litigation Research Analysis, Litigation Research Services and Document Management Services to be conducted. Under each Call-up, activities may consist of Research Analysis and/or Research Services and may include Document Management activities.
- 6.2 All work is to be done in conformity with the instructions issued by the Project Authority, as described within an issued Call-up.

6.3 **Research Analysis (RA)**

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

- RA-1. Review and analyze the statements of claim, statements of defence and other court documents to identify all factual and policy issues relevant to the litigation;
- RA-2. Prepare a research plan for review and acceptance by the Project Authority. The plan shall identify the key information repositories and sources (electronic, archival, and others), their expected relevance to the litigation, the expected time required to review the sources, and, where applicable, suggest additional or alternative sources or repositories that should be considered, along with the time required to review these additional sources;
- RA-3. Prepare terms of reference for litigation research related projects, including work to be done by other members of the research team;
- RA-4. Identify relevant primary and secondary sources, files/reels/electronic data and specific materials to be reviewed for the purposes of the litigation;
- RA-5. Prepare a paragraph by paragraph analysis of the Statement of Claim (factual response) setting out a factual analysis of each allegation raised, providing document citations supporting the facts and analysis relied upon;
- RA-6. Conduct analysis on all relevant primary and secondary sources in the context of the litigation and the impact on the position of the Crown. This shall be done in consultation with legal counsel and the 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. Lead research teams in the planning, management and quality assurance of research, and coordinate activities of research teams;
- RA-11. Assist legal counsel in the preparation of examination for discovery proceedings;
- RA-12. Assist legal counsel in preparing questions, or drafting answers to questions, asked by way of interrogatories or as undertakings from examinations for discovery;
- RA-13. Participate in meetings with the 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 of individuals or the team being managed.
- RA-15. Develop background material and be prepared to answer questions and suggest further sources and avenues for all research activities relevant to the litigation;
- RA-16. Assist in the management, maintenance and quality control of an electronic database related to a particular case under study, provide guidelines for the creation and administration of the database from a research perspective, and coordinate research activities related to the database system;
- RA-17. Act as a Fact Witness in relation to the research they have undertaken;
- RA-18. Perform analytics using the Ringtail software; and
- RA-19. Perform other Research Analysis functions, as requested by the Project Authority.

6.4 **Research Services (RS)**

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

- RS-1. Review/read previously identified departmental files, archival files and/or other primary and secondary source materials to identify relevant documents and information;
- RS-2. Review/read various DIAND and/or other federal government electronic files or computerized information systems to identify relevant documents and information. Applicable systems include, but are not limited to, Community Profiles, Indian Registration System, Indian Lands Registry System, Departmental Library online systems and Land Sales System;
- RS-3. Identify/flag and retrieve specific documents pertaining to particular issues or topics identified as being of relevance to specific litigation;
- RS-4. Prepare a summary (records researched) of each file reviewed and, if required, enter the file summary and other data about the file into a database;
- RS-5. Prepare summaries of each document identified as relevant and enter document summaries, research results, researchers' remarks, and other data elements, including general coding, identified by the 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. Attend meetings and prepare regular status reports on the progress of the work and milestones achieved in the work done to date; and
- RS-12. Perform other Research Services functions, as requested by the Project Authority.

6.5 Document Management (DM)

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

- DM-1. Photocopy, print, label, number, bind, and otherwise process documents to be organized into collections, either for court production or for general document collections;
- DM-2. Organize, sort and otherwise compile document sets, in one or both of traditional paper-based or electronic format;
- DM-3. Perform Data Entry of specified tombstone data from the documents provided (either paper-based or electronic) into the fields specified by the Project Authority to be imported/ loaded into Ringtail (see Tombstone Coding Protocol Guide in Appendix A);
- 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. Perform quality control activities for databases, including review and editing of the data entered, to ensure accuracy and adherence to the protocols and standards;
- DM-7. Scan documents in a manner that is consistent with scanning protocol as provided by the Project Authority (see Appendix B);
- DM-8. Load and attach scanned documents to relevant/related databases;
- DM-9. Perform quality control of scanned images; and

DM-10. Perform other Document Management functions, as requested by the Project Authority.

SW7.0 DELIVERABLES

- 7.1 All written material shall be provided in hard and/or soft copy as requested by the Project Authority and prepared in accordance with the instructions provided by the Project Authority. Unless otherwise specified, the soft copy shall be provided in the current version of DIAND's approved desktop software (currently PC-based Microsoft Office Suite 2010). All databases shall also be provided in electronic copy in a format compatible with the current version of DIAND's approved litigation case management software (Ringtail).
- 7.2 In accordance with the activities defined in SW6 'Scope of Work' and the specific requirements of any Call-up under the Standing Offer, the Contractor shall submit the following to the Project Authority:
 - 7.2.1 A research plan, prepared in accordance with RA-2 and incorporating any information uncovered through RA-1;
 - 7.2.2 A statement of claim/reference analysis and an indexed compilation of documents relied upon to accompany such report prepared in accordance with RA-5;
 - 7.2.3 A research report and an indexed compilation of documents relied upon to accompany such report, prepared in accordance with RA-7;
 - 7.2.4 Background documentation, updates and briefing materials, in accordance with RA-9 and RA-15;
 - 7.2.5 Analytical status reports, in accordance with RA-14;
 - 7.2.6 Instructions and/or guidelines for the creation and administration of a database system, in accordance with RA-16;
 - 7.2.7 A compilation of all relevant documentation, which has been reviewed, annotated, and summarized, in accordance with RS-4, RS-5, and RS-6;
 - 7.2.8 File summaries (records researched), in accordance with RS-4;
 - 7.2.9 Transcribed copies of illegible documents, in accordance with RS-6;
 - 7.2.10 Status reports, in accordance with RS-11;
 - 7.2.11 Document set(s) which have been copied, organized, labelled and otherwise processed, in accordance with DM-1 and DM-2;
 - 7.2.12 Updated databases and/or completed input documents for the database, in accordance with RA-16 and DM-3;
 - 7.2.13 Document set(s) which have been scanned in accordance with DM-7;
 - 7.2.14 Electronic document sets as a result of any related DM activities;
 - 7.2.15 Results from use of Ringtail software analytics, in accordance with RA-18; and
 - 7.2.16 Any other documents, reports, or analyses developed, or other deliverables related to the Scope of Work herein, as described in any resultant Call-up(s);
- 7.3 All Deliverables shall be in hard-copy, electronic, or both, as required and as identified by the Project Authority. Any and all electronic deliverables must comply with the departmental software standards as identified in 5.2 above.

SW8.0 RESOURCE REQUIREMENTS

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

| Resource Category | Minimum Resource Qualifications |
|---|---|
| <p>Research Analysis (Principal)</p> | <ul style="list-style-type: none"> ➤ An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law; <p>AND</p> <ul style="list-style-type: none"> ➤ Six hundred and sixty (660) billable days of full-time professional work experience (within the last 10 years) conducting Research Analysis (other than database research), as defined in the Statement of Work, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools. <p>OR</p> <ul style="list-style-type: none"> ➤ One thousand one hundred (1100) billable days of full-time professional work experience (within the last 10 years) conducting Research Analysis, as defined in the Statement of Work, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools. <p>***The professional work experience must include some experience in all of RA-4, RA-6, RA-7, RA-9, RA-10, and RA-15, as defined in the Statement of Work.</p> <p>"database research" – research conducted solely on internal databases of documents where original research was completed by others.</p> |
| <p>Research Analysis</p> | <ul style="list-style-type: none"> ➤ An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law; <p>AND</p> <ul style="list-style-type: none"> ➤ Two hundred and twenty (220) billable days of full-time professional work experience (within the last 10 years) conducting Research Analysis related activities (other than database research), as defined in the Statement of Work, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools. <p>OR</p> <ul style="list-style-type: none"> ➤ Six hundred and sixty (660) billable days of full-time professional work experience (within the last 10 years) conducting Research Analysis related activities (other than database research), as defined in the Statement of Work, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools. <p>***The professional work experience must include some experience in at least three of RA-2, RA-4, RA-6, RA-7, RA-9, RA-10, and RA-15, as defined in the Statement of Work.</p> <p>"database research" – research conducted solely on internal databases of documents where original research was completed by others.</p> |

| Resource Category | Minimum Resource Qualifications |
|-------------------------------------|---|
| <p>Research Services</p> | <p>➤ Two (2) years or four (4) complete semesters of full-time, post-secondary education in a relevant discipline such as but not necessarily limited to history, native studies, or law;</p> <p>AND</p> <p>➤ One hundred and forty (140) billable days of full-time professional work experience (within the last 10 years) conducting Research Services related activities (other than database research), as defined in the Statement of Work, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools.</p> <p>OR</p> <p>➤ Three hundred and twenty (320) billable days of full-time professional work experience (within the last 10 years) conducting Research Services related activities (other than database research), as defined in the Statement of Work, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools.</p> <p>****The professional work experience must include some experience in at least four of RS-1, RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8, and RS-9.</p> <p>“database research” – research conducted solely on internal databases of documents where original research completed by others.</p> |
| <p>Document Management</p> | <p>➤ Successful completion of high school, or equivalent.</p> <p>➤ Four (4) months experience conducting Document Management activities similar to those described herein.</p> |
| <p>Language Requirements</p> | <p>For all Resource Categories above, the following Language Requirements apply:</p> <p>Resources qualified in the NCR must be capable of providing Services in English or bilingually (English and French), see Annex F;</p> <p>Resources qualified in Québec must be capable of providing Services in French, and bilingually (English and French), see Annex F;</p> <p>Resources qualified in Calgary must be capable of providing Services in English, or bilingually (English and French), see Annex F;</p> <p>Resources qualified in Vancouver must be capable of providing Services in English, or bilingually (English and French), see Annex F.</p> |

8.2 Resource Addition

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

SW9.0 PERFORMANCE STANDARDS AND QUALITY ASSURANCE

- 9.1** The Contractor shall possess or ensure the provision of content knowledge appropriate for Research Analysis, Research Services, and Document Management Services as described herein and in any resultant Call-up(s) and shall continuously strive to improve their methodological and practice skills.

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

SW10.0 REPORTING REQUIREMENTS

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

SW11.0 RISKS AND CONSTRAINTS

- 11.1 The work under the resulting SOA must be completed within a strict timeline. The Contractor may be required to conduct work outside of normal operating hours in order to meet associated deadlines.
- 11.2 The material generated by the Contractor may be subject to Solicitor/Client privilege and shall therefore be handled appropriately as per the instructions of the Project Authority.
- 11.3 The Contractor shall not contact plaintiffs/claimants, their legal counsel or researchers unless such contact is first approved by the Project Authority.

SW12.0 CONTRACTOR RESPONSIBILITIES

- 12.1 In fulfilling the terms and conditions of the Contract, the Contractor agrees to:
 - 12.1.1 Be available to provide services under any resultant Call-up(s) within the business hours defined in item 5.1.3, above.
 - 12.1.2 Provide a mutually agreed-upon principal Point of Contact for the Contractor, who will be actively involved in, and responsible for, all activities undertaken;
 - 12.1.3 Provide a work plan and schedule prior to the commencement of work on any resultant Call-up(s), as required;
 - 12.1.4 Complete assigned work according to pre-defined schedules and standards;
 - 12.1.5 Provide Quality Assurance monitoring on all deliverables;
 - 12.1.6 Supply all of its own tools, facilities, equipment, and software required for completion of the work, unless otherwise directed by the Project Authority; and
 - 12.1.7 As required, liaise with the Project Authority and any stakeholders identified by the Project Authority for meetings, project reviews and other related project management activities.

SW13.0 DEPARTMENTAL SUPPORT

- 13.1 As required for the completion of work under the SOA and any resultant Call-up(s), DIAND will provide:
 - 13.1.1 Access to the Project Authority and/or other DIAND personnel as required for meetings, consultations, and information.
 - 13.1.2 Access to Departmental facilities in order to review files which cannot be removed from DIAND premises; to research databases (including both local and remote); and to meet with DIAND subject matter experts and other personnel. The Department will also facilitate cooperation with other sector and regional DIAND representatives.
 - 13.1.3 Review of submissions and the provision of comments/suggested revisions, in a timely manner;
 - 13.1.4 Other assistance and support as appropriate.
- 13.2 The Department will provide the Contractor with a copy of Researchers' Guidelines prior to any Call-up issuance.

SW14.0 LOCATION OF WORK AND TRAVEL

- 14.1 **Location of Work**
 - 14.1.1 The location of work will be specified in any resultant Call-up.
 - 14.1.2 The Contractor will be required to conduct work within the location for which it has qualified, as specified in the Call-up, which may be any one (1) of the following Regions of service delivery:
 - a) The National Capital Region (NCR);
 - b) Calgary Region (the Calgary Census Metropolitan Area);
 - c) Quebec Region (including both Montreal and Quebec City);
 - d) Vancouver Region (Metro Vancouver Regional District).
 - 14.1.3 Unless on-site work and/or meetings at DIAND premises or at archival repositories is required by the specific demands of a Call-up, the Contractor shall conduct work at its own place of business, and provide its own equipment, software, and tools necessary for the performance of the work, as outlined in the SOW and any resultant Call-ups.
 - 14.1.4 DIAND is not responsible for the Contractor's travel and any associated costs between the Contractor's place of business and the location of work specified in the Call-up within their qualified Region of service delivery.
- 14.1.5 For greater clarity:

- a) This is regardless of the location of the Contractor's Resources conducting the work.
- b) No expenses will be reimbursed for travel between the Secretariat's Regions of service delivery and the Contractor's place of business (i.e. in the event that the Contractor's place of business is located outside of the Region in which the Contractor is qualified to provide services).
- c) For the Quebec Region in particular, DIAND will not pay for travel or any associated costs in relation to work within Montreal and Quebec City, regardless of where the Contractor is located.
- d) DIAND is not obligated to and will not pay to ship reference / source materials from one location of work to another to accommodate the Contractor.

14.2 Travel

- 14.2.1 There may be the occasional requirement for Contractor travel to locations outside of the four (4) defined Regions, as specified in the Call-up documents.
- a) If required, **any travel must be pre-authorized in advance by the Project Authority** and undertaken in accordance with the National Joint Council Travel Directive (most current version) (<https://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>).

- b) Contractors will be reimbursed for previously authorized travel, accommodation and any associated living expenses, at cost with no provision for mark-up, subject to the Contractor providing the requisite receipts, in accordance with the National Joint Council Travel Directive.

14.2.2 Among the considerations in issuing a Call-up is the proximity of the Contractor to the relevant archival repositories (where applicable) in order to minimize any need for the Project Authority to pay for Contractor travel.

14.2.3 **Note: Issuance of a Call-up in which Travel is anticipated is not in itself authorization for travel.**

- a) After the issuance of any resultant Call-up in which travel is required, the Project Authority will issue a specific authorization to travel, including specific travel parameters, dates and location(s). The Contractor shall submit travel estimates for pre-approval.

SW15.0 LANGUAGE OF WORK

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

SW16.0 GREENING GOVERNMENT OPERATIONS

- 16.1 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.
- 16.2 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.
- 16.3 In accordance with the Policy on Green Procurement and Federal Sustainable Development Strategy, for this requirement:

16.3.1 General

- a) The Contractor is encouraged to offer or suggest green solutions whenever possible.
- b) The Contractor should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.
- c) The Contractor 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.

16.3.2 Travel

- a) The Contractor is encouraged to work off-site to reduce commuting requirements where security requirements allow.
- b) The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- c) Where transportation is required, the Contractor is encouraged to use environmentally preferred modes of transportation, where feasible.
- d) The Contractor 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 honour the pricing for Contractors.

16.3.3 Paper Consumption

- a) The Contractor 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 Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

16.3.4 Goods Used in Service Delivery

- a) It is desirable that the Contractor, 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 Contractor or procured by the Contractor for Government of Canada customers. Government of Canada environmental specifications can be found in the Green Procurement Plans available online or by contacting AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca.
- b) It is desirable that the Contractor, 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 Contractor or procured by the Contractor for Government of Canada customers.

- c) The Contractor is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Contractor and used to deliver the service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.

ANNEX "B"
BASIS OF PAYMENT

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

| <u>RESOURCE/SERVICE CATEGORY</u> | <u>FIXED, ALL-INCLUSIVE PER DIEM RATES (CAD) SOA AWARD to March 31, 2021</u> |
|----------------------------------|--|
| Research Analysis (Principal) | \$ |
| Research Analysis | \$ |
| Research Services | \$ |
| Document Management | \$ |

5. The Contractor shall charge to DIAND the rate for the Service Category of work conducted, regardless of the Resource that conducts the work, in accordance with the Statement of Work, 8.1 and 8.1.1.
6. Resource per diem rates are firm to 31 March 2021, thereafter (including for any optioned extension period), Resource per diem rates quoted in the first year of the SOA may be increased or decreased by an amount equal to the Consumer Price Index (CPI) for Canada (<http://www.statecan.gc.ca/bsolc/olc-cel/olc-cel?lang=eng&catno=62-001-XWE>). All-items (Not Seasonally Adjusted), published in Statistics Canada Catalogue No. 62-001-XWE, Table 5, in accordance with the following formula, rounded to the nearest two decimals:

Escalation = $((A/B) - 1) \times 100$ Where:

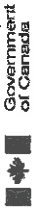
A = average of the monthly CPI for Canada, for the 12 months ending three months preceding the start date of the new Standing Offer year;

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

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

**ANNEX "C"
SECURITY REQUIREMENTS CHECK LIST**

PROCESSED
MAY 13 2004



Gouvernement
du Canada

Contract Number / Numéro du contrat
1000198610
Security Classification / Classification de sécurité
UNCLASSIFIED

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

PARTICULAR INFORMATION / PARTIÈRE INFORMATION CONTRÔLÉE
1. Military or organizational governmental origin / Origine militaire et/ou gouvernementale
2. Branch or Directorate / Direction générale ou Direction
Législation Management & Resolu
3. a) Name and Address of Subcontractor / Nom et adresse du sous-traitant

3. a) Subcontract Number / Numéro du contrat de sous-traitance
4. Brief Description of Work / Brève description du travail
Request for SOA: DIAND LMRB is seeking a number of suppliers (firms) to provide research analysis, research services and document management

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées? Yes No
Out
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? Yes No
Out
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?
(Specify the level of access using the chart in Question 7. c)
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?
Yes No
Out
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to
(Specify the level of access using the chart in Question 7. c)
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. Yes No
Out
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? Yes No
Out
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 | | |
| All NATO countries / Tous les pays de l'OTAN | | |
| No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> | | |
| Not releasable / À ne pas diffuser <input type="checkbox"/> | | |
| Restricted to: / Limité à: <input type="checkbox"/> | | |
| Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/> | | |
| 7. c) Level of information / Niveau d'information | | |
| PROTECTED A / PROTÉGÉ A <input type="checkbox"/> | NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> | PROTECTED A / PROTÉGÉ A <input type="checkbox"/> |
| PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/> | NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> | PROTECTED B / PROTÉGÉ B <input type="checkbox"/> |
| PROTECTED C / PROTÉGÉ C <input type="checkbox"/> | NATO CONFIDENTIAL / NATO SECRET <input type="checkbox"/> | PROTECTED C / PROTÉGÉ C <input type="checkbox"/> |
| CONFIDENTIAL / SECRET <input type="checkbox"/> | NATO SECRET / COSMIC TOP SECRET <input type="checkbox"/> | CONFIDENTIAL / SECRET <input type="checkbox"/> |
| TOP SECRET / TRÈS SECRET <input type="checkbox"/> | | TOP SECRET / TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> | | TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> |

Restricted to: / Limité à:
Specify country(ies): / Préciser le(s) pays:

TRIS/ICT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

1000198610

Security Classification / Classification de sécurité
UNCLASSIFIED

| | | | | | | | | | | | | | | |
|--|---|---|--|---|--|--|---|---|--|---|--|--|--|--|
| <p>PART A (continued) / PARTIE A (suite)</p> <p>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?</p> <p>If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité:</p> <p>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?</p> <p>Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document: CAPI ID - PERSONNEL (SUPPLIER) / PARTIE C - PERSONNEL (FOURNISSEUR)</p> <p>10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis</p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ</td> <td><input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL</td> <td><input type="checkbox"/> SECRET SECRET</td> <td><input type="checkbox"/> TOP SECRET TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT</td> <td><input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL</td> <td><input type="checkbox"/> NATO SECRET NATO SECRET</td> <td><input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPACEMENTS</td> <td colspan="3"></td> </tr> </table> <p>Special comments: Commentaires spéciaux: _____</p> <p>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.</p> <p>10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il être utilisé pour certaines parties du travail?</p> <p>If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?</p> | | <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 EMPACEMENTS | | | | <p>No <input type="checkbox"/> Yes <input type="checkbox"/></p> <p>Non <input type="checkbox"/> Oui <input type="checkbox"/></p> <p>No <input type="checkbox"/> Yes <input type="checkbox"/></p> <p>Non <input type="checkbox"/> Oui <input type="checkbox"/></p> <p>No <input type="checkbox"/> Yes <input type="checkbox"/></p> <p>Non <input type="checkbox"/> Oui <input type="checkbox"/></p> |
| <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 EMPACEMENTS | | | | | | | | | | | | | | |
| <p>PART C - SAIT GUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</p> <p>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?</p> <p>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?</p> <p>PRODUCTION</p> <p>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?</p> <p>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</p> <p>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 électriquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?</p> <p>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?</p> | | <p>No <input type="checkbox"/> Yes <input type="checkbox"/></p> <p>Non <input type="checkbox"/> Oui <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/> Yes <input type="checkbox"/></p> <p>Non <input type="checkbox"/> Oui <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/> Yes <input type="checkbox"/></p> <p>Non <input type="checkbox"/> Oui <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/> Yes <input type="checkbox"/></p> <p>Non <input type="checkbox"/> Oui <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/> Yes <input type="checkbox"/></p> <p>Non <input type="checkbox"/> Oui <input checked="" type="checkbox"/></p> | | | | | | | | | | | | |

TBS/ISCT 360-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat
1000198610

Security Classification / Classification de sécurité
UNCLASSIFIED

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Category / Catégorie | PROTECTOR / PROTÉGÉ | | | CLASSIFIED / CLASSIFIÉ | | NATO | | | COMSEC | | | |
|--|---------------------|---|---|-----------------------------|-----------------|-------------------------------------|-----------------------------|-----------------|---------------------|-----------------------------|-----------------|--------------------------|
| | A | B | C | CONFIDENTIAL / CONFIDENTIEL | SECRET / SECRET | RESTRICTED / RENSEIGNEMENTS LIMITÉS | CONFIDENTIAL / CONFIDENTIEL | SECRET / SECRET | PROTECTED / PROTÉGÉ | CONFIDENTIAL / CONFIDENTIEL | SECRET / SECRET | TOP SECRET / TRÈS SECRET |
| Information / Accès / Production / Information / Accès / Production | | | | | | | | | A | B | C | |
| IT Assets / Actifs / IT / Actifs / IT | | | | | | | | | | | | |
| IT Tools / Outils / IT / Outils / IT | | | | | | | | | | | | |
| IT Systems / Systèmes / IT / Systèmes / IT | | | | | | | | | | | | |
| IT Applications / Applications / IT / Applications / IT | | | | | | | | | | | | |
| IT Infrastructure / Infrastructure / IT / Infrastructure / IT | | | | | | | | | | | | |
| IT Services / Services / IT / Services / IT | | | | | | | | | | | | |
| IT Support / Support / IT / Support / IT | | | | | | | | | | | | |
| IT Security / Sécurité / IT / Sécurité / IT | | | | | | | | | | | | |
| IT Operations / Opérations / IT / Opérations / IT | | | | | | | | | | | | |
| IT Management / Gestion / IT / Gestion / IT | | | | | | | | | | | | |
| IT Development / Développement / IT / Développement / IT | | | | | | | | | | | | |
| IT Testing / Tests / IT / Tests / IT | | | | | | | | | | | | |
| IT Deployment / Déploiement / IT / Déploiement / IT | | | | | | | | | | | | |
| IT Maintenance / Maintenance / IT / Maintenance / IT | | | | | | | | | | | | |
| IT Upgrade / Mise à jour / IT / Mise à jour / IT | | | | | | | | | | | | |
| IT Decommissioning / Décommissionnement / IT / Décommissionnement / IT | | | | | | | | | | | | |

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

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.

No Yes
 Non Oui

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVEKS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

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).

No Yes
 Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED





Government of Canada

Gouvernement du Canada

15/11/2010

Contract Number / Numéro du contrat
1000198610/S

Security Classification / Classification de sécurité
UNCLASSIFIED

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

PART I. CONTRACT INFORMATION PARTIE I. 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
Litigation Management & Resol.
3. a) Subcontract Number / Numéro du contrat de sous-traitance
3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail

Request for SOA: DIAND-LMRB is seeking a number of suppliers (firms) to provide research analysis, research services and document management.

| | | | |
|--|--|---|---|
| 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 <input type="checkbox"/> |
| 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 <input type="checkbox"/> |
| 5. 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 type="checkbox"/> | Yes / Oui <input checked="" type="checkbox"/> |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? 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 <input type="checkbox"/> |
| 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 commercial sans entreposage de nuit? | <input checked="" type="checkbox"/> | No / Non <input type="checkbox"/> | Yes / Oui <input type="checkbox"/> |
| 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 / A 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: <input type="checkbox"/> | | | Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/> |
| 7. c) Level of Information / Niveau d'information | PROTECTED A / PROTÉGÉ A <input type="checkbox"/> | NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> | PROTECTED A / PROTÉGÉ A <input type="checkbox"/> |
| PROTECTED B / PROTÉGÉ B <input type="checkbox"/> | NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> | | PROTECTED B / PROTÉGÉ B <input type="checkbox"/> |
| PROTECTED C / PROTÉGÉ C <input type="checkbox"/> | NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> | | PROTECTED C / PROTÉGÉ C <input type="checkbox"/> |
| CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> | NATO SECRET / NATO SECRET <input type="checkbox"/> | | CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> |
| SECRET <input type="checkbox"/> | COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/> | | SECRET <input type="checkbox"/> |
| TOP SECRET <input type="checkbox"/> | | | TOP SECRET <input type="checkbox"/> |
| TRÈS SECRET <input type="checkbox"/> | | | TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> | | | TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> |

TRSS/SC: 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED





Government of Canada / Gouvernement du Canada

| |
|--|
| Contract Number / Numéro du contrat 1000198610/S |
| Security Classification / Classification de sécurité UNCLASSIFIED |

PART A - CONTINUED / PARTIE A - POURSUIT

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité.

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

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

PART B - PERSONNEL SUPPLIER / PARTIE B - PERSONNEL FOURNISSEUR

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

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

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

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

PART C - SUPPLIERS / PARTIE C - MESURES DE PROTECTION FOURNISSEUR

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

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

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

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

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

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

TBS/SCT 356-103(2004/12)

| |
|--|
| Security Classification / Classification de sécurité UNCLASSIFIED |
|--|





Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

1000198610/S

Security Classification / Classification de sécurité
UNCLASSIFIED

PART C / Sommaire / PARTIE C / Sommaire

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 indiquer le niveau récapitulatif de besoins pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the primary 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 | RESTRICTED / DIFFUSION RESTREINTE | NATO CONFIDENTIAL / CONFIDENTIEL | NATO SECRET / SECRET | COMSEC TOP SECRET / TRÈS SECRET | COMSEC CONFIDENTIAL / CONFIDENTIEL | PROTECTED / PROTÉGÉ | A | B | C | SECRET / SECRET | TOP SECRET / TRÈS SECRET |
| Information / Assets / Consignements / Biens / Production | | | | | | | | | | | | | | | | | |
| IT Assets / Biens informatiques / IT / Logiciels / Données | | | | | | | | | | | | | | | | | |
| IT Assets / Biens informatiques / IT / Logiciels / Données | | | | | | | | | | | | | | | | | |

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

Yes / Oui
 No / Non

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?

Yes / Oui
 No / Non

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED





IT Security Safeguard Requirements

| | |
|--------------------------|--------------|
| Contractor Name | RFP (SOA) |
| Contract Number | 1000198610 |
| Document Number: | 10565770 |
| Document Version Number: | 1 |
| Date: | 2018-05-09 |
| Designation: | UNCLASSIFIED |



Overview

In accordance with the Security Requirement Checklist (SRCL) for contract 1000198610, 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§ion=text>) and Indigenous and Northern Affairs Canada's (INAC) 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 INAC 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 INAC data to INAC's Departmental Security Officer;
- Notify INAC's Departmental Security Officer regarding any security breach or suspected security breach which could impact INAC data; and
- Inform all staff who will be handling INAC data of these requirements.

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

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 INAC 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 INAC 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 for more information).

Electronic Transmission of Departmental Data

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

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

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

Remote Connectivity to the INAC Network

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



IT Security Safeguard Requirements

| | |
|--------------------------|---------------|
| Contractor Name | RFP (SOA) |
| Contract Number | 10001988610/S |
| Document Number: | 10565823 |
| Document Version Number: | 1 |
| Date: | 2018-05-09 |
| Designation: | UNCLASSIFIED |



Overview

In accordance with the Security Requirement Checklist (SRCL) for contract 1000198610/S, the contractor will access and store Secret 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§ion=text>) and Indigenous and Northern Affairs Canada's (INAC) 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 INAC 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 INAC data to INAC's Departmental Security Officer;
- Notify INAC's Departmental Security Officer regarding any security breach or suspected security breach which could impact INAC data; and
- Inform all staff who will be handling INAC data of these requirements.

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

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 INAC 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 INAC 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 for more information).

ANNEX "D"
INDEPENDENT BID DETERMINATION CERTIFICATION
(MUST BE SUBMITTED WITH THE PROPOSAL)

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

Corporate Name of Recipient of this Submission

for: _____

Name and Number of Bid and Project

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

Name of Tendering Authority

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

I certify, on behalf of: _____

Corporate Name of Bidder or Tenderer (hereinafter "Bidder")

that:

I have read and I understand the contents of this Certificate;

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder; each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder; for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:

- a) has been requested to submit a bid in response to this call for bids;
- b) could potentially submit a bid in response to this call for bids based on their qualifications, abilities or experience;

the Bidder discloses that (check one of the following, as applicable):

- c) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - d) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- e) prices;
 - f) methods, factors or formulas used to calculate prices;
 - g) the intention or decision to submit, or not to submit, a bid; or
 - h) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;

in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;

the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

Printed Name and Signature of Authorized Agent of Bidder

Position Title

Date

**ANNEX "E"
LANGUAGE CERTIFICATION**

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

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

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

Signature

Date

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

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

Signature

Date

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

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

Signature

Date

- 4) Resources qualified in **Vancouver** must be capable of providing Services in English, or bilingually (English and French).

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

Signature

Date

