



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 1000201460 Set-aside	
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 the March 31, 2019.

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

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

2.2.3 Tender Envelope Submissions

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

- RFSO Number: 1000201460
- 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) (<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

3.3.1 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

3.3.2 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.

Bidder that wishes to submit a bid under solicitation No. 1000198610, they **MUST** provide a completely separate Proposal with different resources. DIAND will NOT accept the same proposal for solicitation 1000198610 and solicitation 1000201460.

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.

Item	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</p>			

Bidder's Name:			
Item	Mandatory Technical Criteria	Proposal Ref. Pg. #	Reserved for DIAND
			Pass
			Fail
	<p>Bidder MUST identify at least one (1) Resource proposed in the 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> <ul style="list-style-type: none"> a) One (1) RA-P project including the Bidder's RA-P resource (as proposed in M2); b) Two (2) RA projects including the Bidder's RA resource (as proposed in M2); and c) One (1) RS project including the Bidder's RS resource (as proposed in M2). <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> <ul style="list-style-type: none"> a) Have been completed by the Bidder within the past five (5) years [as of the distribution / posting date of the RFSO]. b) Include the provision of ALL of the following services: <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). c) Describe the contributions of the proposed Resource to the project in the role in which he/she is proposed; d) Describe the contributions of any other Bidder resources to 		

Bidder's Name:		Reserved for DIAND	
Item	Mandatory Technical Criteria	Proposal Ref. Pg. #	Pass Fail
	<p>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.</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>4.1 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>4.2 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</i></p>		
M4			

Bidder's Name:		Reserved for DIAND		
Item	Mandatory Technical Criteria	Proposal Ref. Pg. #	Pass	Fail
	<p><i>given no further consideration.</i></p> <p>5. Scenario Analysis The Bidder MUST complete both a research plan (5.1 below for Appendix A) and the database tasks (5.2 below for Appendix A). 5.1 Scenario Response: Research Plan <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> <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> <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: 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). 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: Bidders submitting a proposal in the Calgary region MUST submit a response against the Oil and Gas Case (Option 2) (see Appendix A). 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: Bidders submitting a proposal in the Québec Region MUST submit a response against the French Scenario "Tribunal des revendications particulières". (see Appendix A) 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>			

Bidder's Name:		Proposal Ref. Pg. #	Reserved for DIAND	
Item	Mandatory Technical Criteria		Pass	Fail
	<p>5.1.4 For the Vancouver Region: Bidders submitting a proposal in the Vancouver region MUST submit a response against the Historic Treaty Case (Option 1) (see Appendix 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 	N/A	30	

Bidder Name:				
Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for DIAND	
			Minimum Score	Maximum Score
	<p>experience. The additional tasks are: 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> <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> 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 	N/A	40 points in total (10 points per project)	
R2				

Bidder Name:			Reserved for DIAND	
Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Minimum Score	Maximum Score
	<ul style="list-style-type: none"> - Indigenous Canadian Human Rights Tribunal cases where DIAND is defendant - 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 			

Bidder Name:				
Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for DIAND	
			Minimum Score	Maximum Score
	resource on the project.		N/A	45
	<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> <p>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> <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</p>			
R3				

Bidder Name:				
Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for DIAND	
			Minimum Score	Maximum Score
	<p>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"> • 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; 		N/A	60

Bidder Name:				
Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for DIAND	
			Minimum Score	Maximum Score
	<p> <ul style="list-style-type: none"> • 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 descriptions are not complete. • 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> <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> <ol 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; 			

Bidder Name:				
Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for DIAND	
			Minimum Score	Maximum Score
	<p>c) Criteria for Relevant Documentation and Types of Documentation;</p> <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; 			

Bidder Name:		
Item	Point Rated Technical Criteria	Proposal Ref. Pg. #
		Reserved for DIAND Minimum Score Maximum Score
	<ul style="list-style-type: none"> ● 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; ● 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>4.3 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.</p>	

Bidder Name:				
Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for DIAND	
			Minimum Score	Maximum Score
	<p>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> <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 RF50 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 RF50; 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; 		N/A	20

Bidder Name:					
Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for DIAND		
			<table border="1" style="width: 100%;"> <tr> <th style="text-align: center;">Minimum Score</th> <th style="text-align: center;">Maximum Score</th> </tr> </table>	Minimum Score	Maximum Score
Minimum Score	Maximum Score				
	f) One (1) point for use of headers in the Research Plan.				
	R1-R5 Total Score		<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">117 (60%)</td> <td style="text-align: center;">195</td> </tr> </table>	117 (60%)	195
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 8.0 hour day, per Resource/Service Category during the initial period of the SOA.
 Only one fixed all inclusive rate may be provided for each category, failure to comply with this condition will result in the Bidder's Offer being declared non-compliant and being given no further consideration.
Offers against each Region will be evaluated separately. Bidders MUST provide a completely separate Offer for each Region in which it would like to be considered.

	A	B	C
RESOURCE/SERVICE CATEGORY	FIXED, ALL-INCLUSIVE PER DIEM RATES (CAD) SOA AWARD to March 31, 2021	Level of Effort for Evaluation Purposes ONLY	Resource/Service Category Assessment Value (= A x B)
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:

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

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	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 four (4) Standing Offer Awards will be offered, as follows, one (1) in the NCR, one (1) in the Quebec Region, one (1) in the Calgary Region and one (1) in the Vancouver Region:

National Capital Region: <i>Bidder 1: \$2,000,000</i>	Quebec Region: <i>Bidder 1: \$2,000,000</i>	Calgary Region: <i>Bidder 1: \$2,000,000</i>	Vancouver Region: <i>Bidder 1: \$2,000,000</i>
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- 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			
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.			
Client Organization	Name of Project	Research Analysis Tasks	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. 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)
------------	-------------------------------------	-------------------------------------

M1 and R1 Professional work experience conducting Research Services Activities

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, and RS-9*

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		

Overall Total Demonstrated Billable Days:

Met minimum billable days?

(i.e. 140 with applicable education (see above) OR 320 without applicable degree)

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 <u>three</u> 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
<i>(i.e. 220 with applicable undergraduate degree OR 660 without applicable degree)</i>				Yes
Met minimum billable days?				

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;

- Responsible for photocopying/scanning, filing and other document management tasks;**
- Data entry of research case files into related databases;**
- Reviewed and edited database entries as required.**

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)	
<p>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></p>	
	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 / 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 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 <u>proposed</u> 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	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.		
Tasks Completed by the Resource:	Describe the activities undertaken by the resource in the course of the work.		
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 – 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		YES:	NO:
Tick or mark X in the appropriate box			
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>					
	Resource name and Project Category:			Tasks / Deliverables Completed in the cteec 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	
Describe the project background and the responsibilities of the Bidder's Organization in completing the project.	

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	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.		
Tasks Completed by the Resource:	Describe the activities undertaken by the resource in the course of the work.		
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 – 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:			

<p>Deliverables Completed by the Resource (Include language the Resource wrote the Deliverable as appropriate)</p>	<p>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></p>	
<p>Tasks completed by Resources included in this Proposal in another Resource Category:</p>	<p>Resource name and Project Category</p>	<p>Tasks / Deliverables Completed in the cited project:</p>
<p>Deliverables completed by Resources included in this Proposal in another Resource Category:</p>		
<p>Tasks completed by Resources not included in the Proposal:</p>	<p>Resource name and Project Category</p>	<p>Tasks / Deliverables Completed in the cited project</p>
<p>Deliverables completed by Resources not included in the Proposal:</p>		
<p>Other Information:</p>		

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.

RE: Reference for <Insert Bidder Name>
 Project Name: <Bidder to Insert>

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.

I certify that the following individuals were engaged involving the following billable days:

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>

[Bidder to insert name of Resource] completed the following deliverables for our organization, which were completed in *[Bidder to insert either English or French]*:

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:

[Referee name, title, contact information and signature]

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-if/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-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's 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 SACC Manual Clause M3020T (2016-01-28) Status of Availability of Resources

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

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

5.2.3.2 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 SACC Manual Clause A3000T (2014-11-27) - Set-aside for Aboriginal Business

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

2. The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Bidder must check the applicable box below:

- i. The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, cooperative, partnership or not-for-profit organization.
OR
- ii. The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Bidder must check the applicable box below:

- i. The Aboriginal business has fewer than six full-time employees.
OR
- ii. The Aboriginal business has six or more full-time employees.

5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a

representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.2.3.4 SACC Manual Clause A3001T (2014-11-27) - Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".

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

Printed name of owner and/or employee

Signature of owner and/or employee

Date

5.2.3.5 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 fulfillment 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 # 1000201460-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 # 1000201460-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

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

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 four (4) Standing Offer Agreements (SOAs) to qualified Firms in four (4) Regions, as follows:

1. National Capital Region (NCR): one (1) Firm;
2. Québec Region (including both Quebec City and Montreal): one (1) Firm;
3. Calgary Region (including the Calgary Census Metropolitan Area): one (1) Firm
4. Vancouver Region (including the Metro Vancouver Regional District): one (1) Firm.

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

7.9 Call-up Allocation

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

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
- d) the General Conditions 2010B (2018-06-21) General Conditions - Professional Services (Medium Complexity)
- e) Appendix A – Scenarios
- f) Appendix B – Tombstone Coding Protocol Guide
- g) Annex A, Statement of Work:
- h) Annex B, Basis of Payment:
- i) Annex C, Security Requirements Check List:
- j) 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

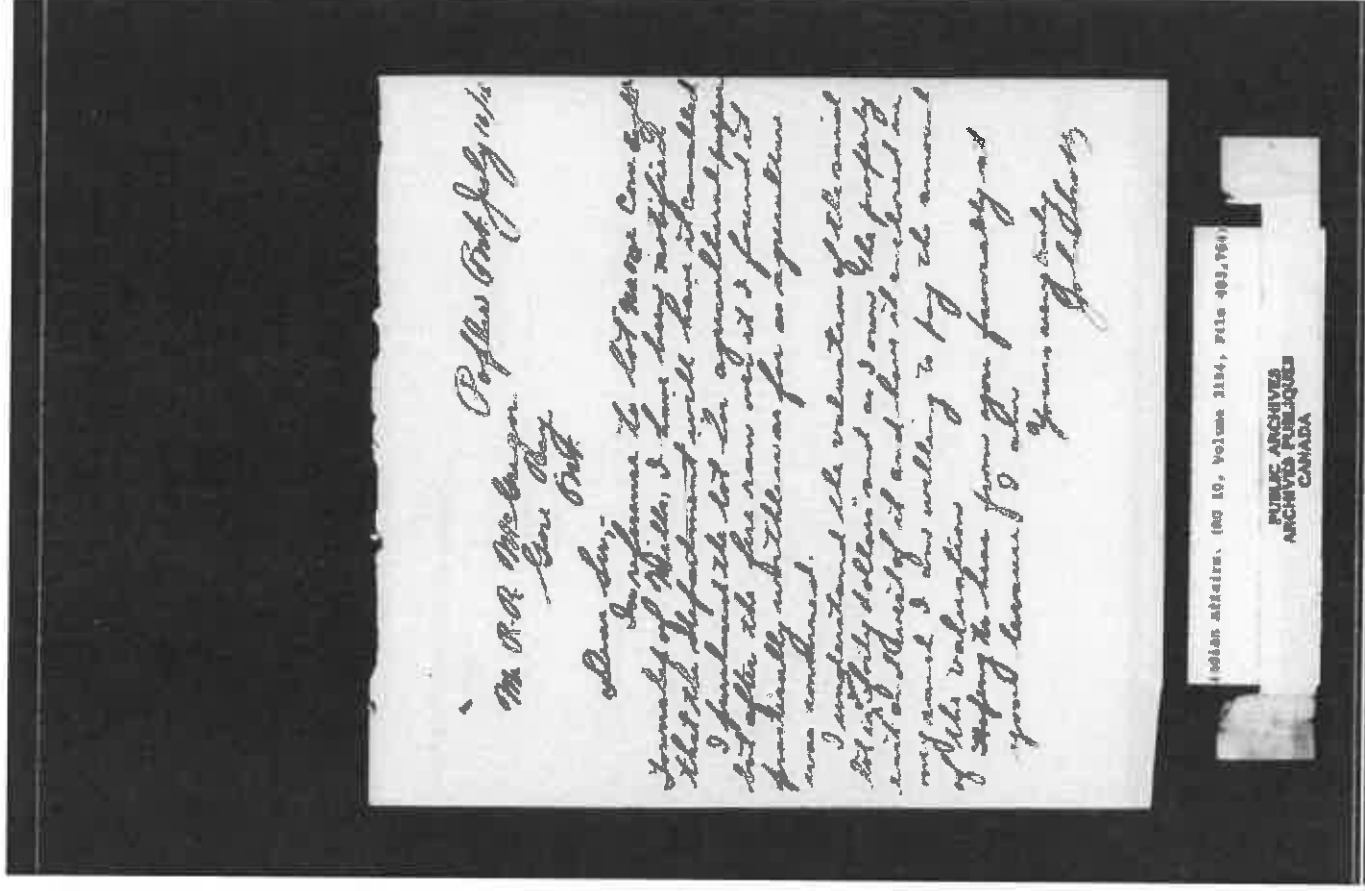
The Chief of the Winding River First Nation filed a Statement of Claim in the Federal Court (Trial Division) on March 8, 2018. The following factual allegations have been made:

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.

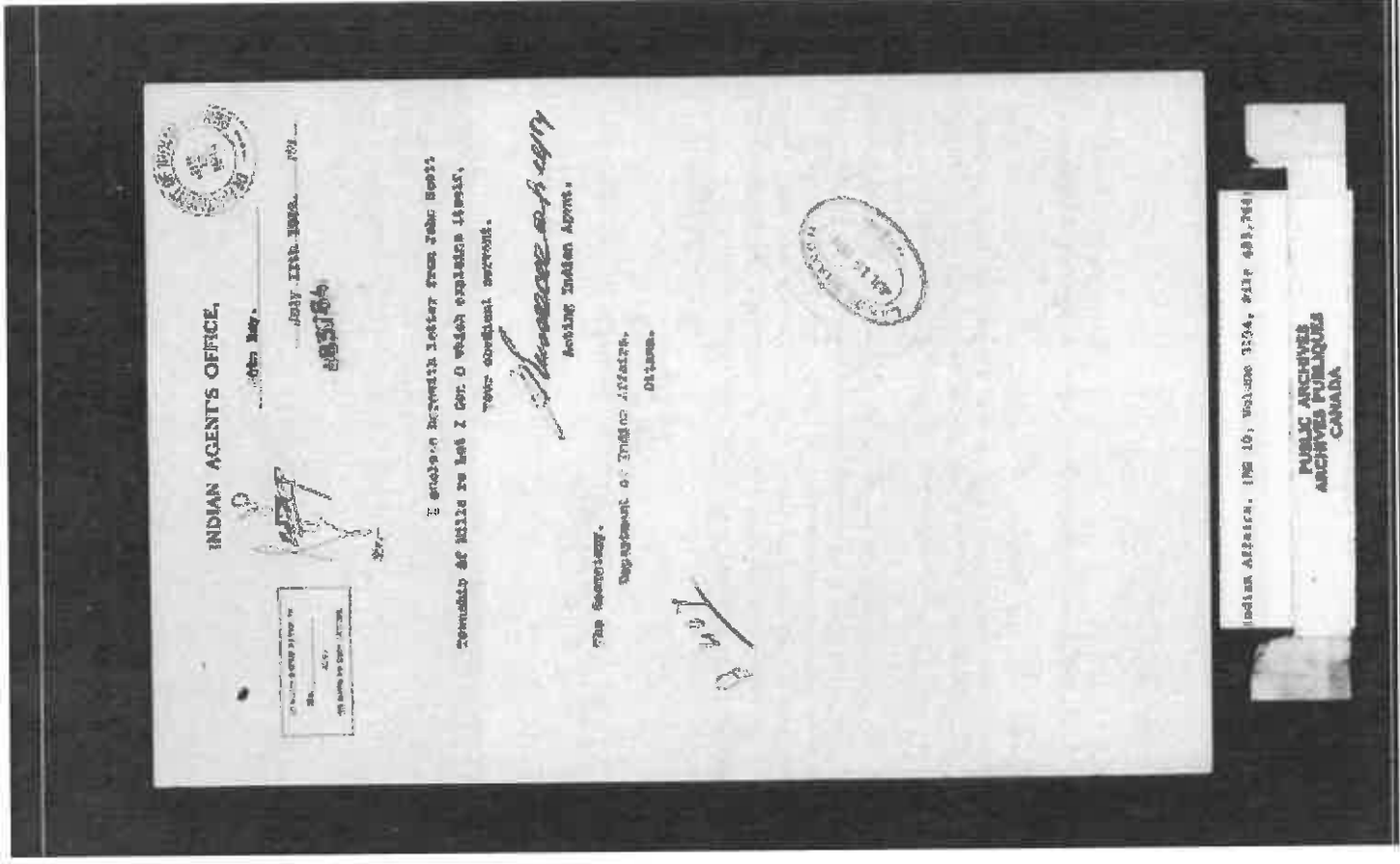
5.2 Research Services and Document Management Capabilities Scenarios

5.2.1.10 English Public Record Documents

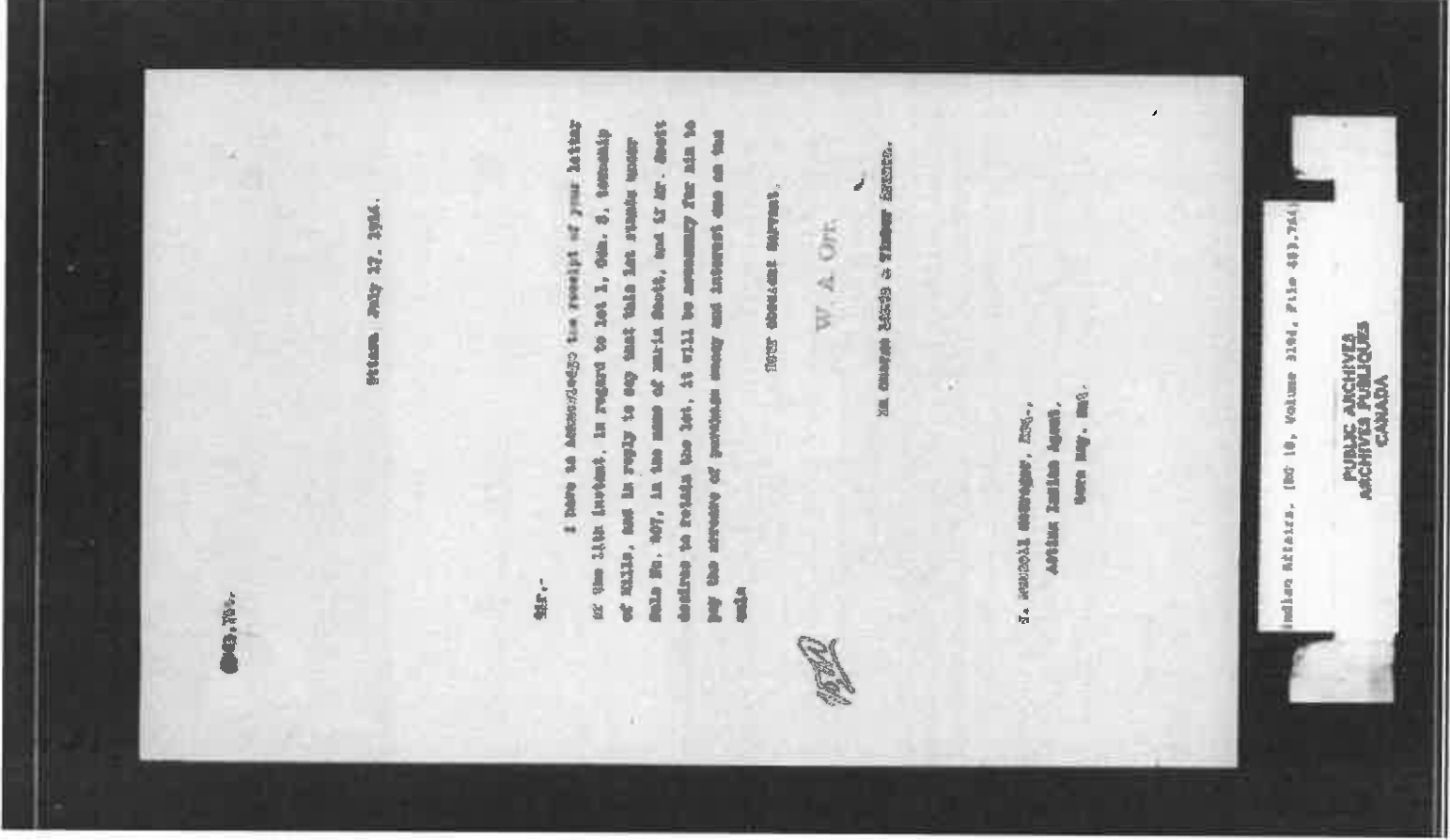
Document 1 - English



Document 2 - English



Document 3 - English



200,754

Ottawa, July 17, 1916.

SIR:-

I have to acknowledge the receipt of your letter of the 11th instant, in regard to Lot 1, Qm. 8, township of Millie, and in reply to say that this lot remains under Sale No. 407, in the name of Maria Scott, and if Mr. Scott desires to retain the lot, it will be necessary for him to pay the arrears of purchase money and interest due on the said

1000201460

W. A. Orr

W. A. Orr

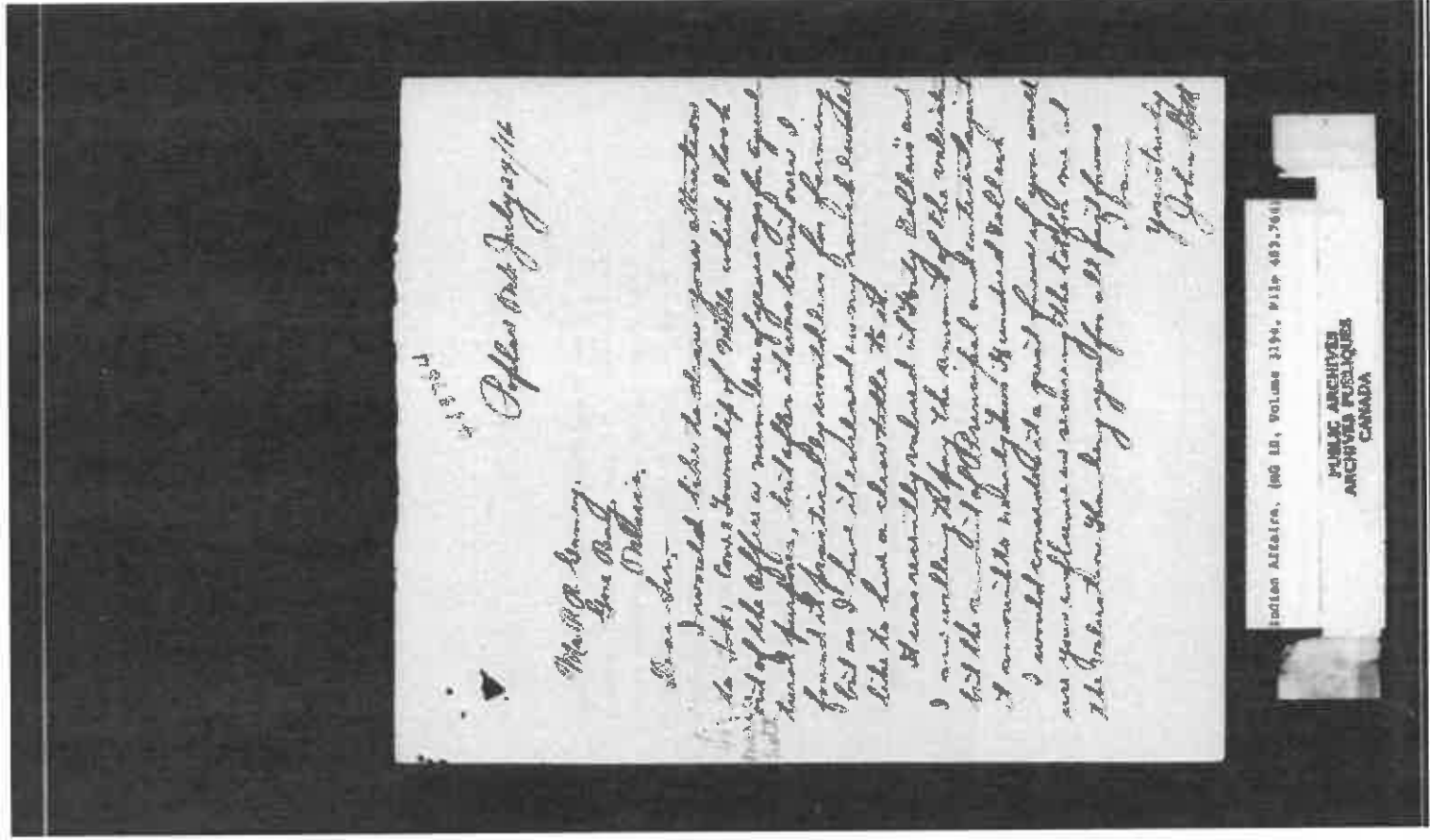
Indian Agent, Millie, Alberta.

J. Macdonell Macgregor, Esq.,
 Ottawa Indian Agent,
 Ottawa, Ont.

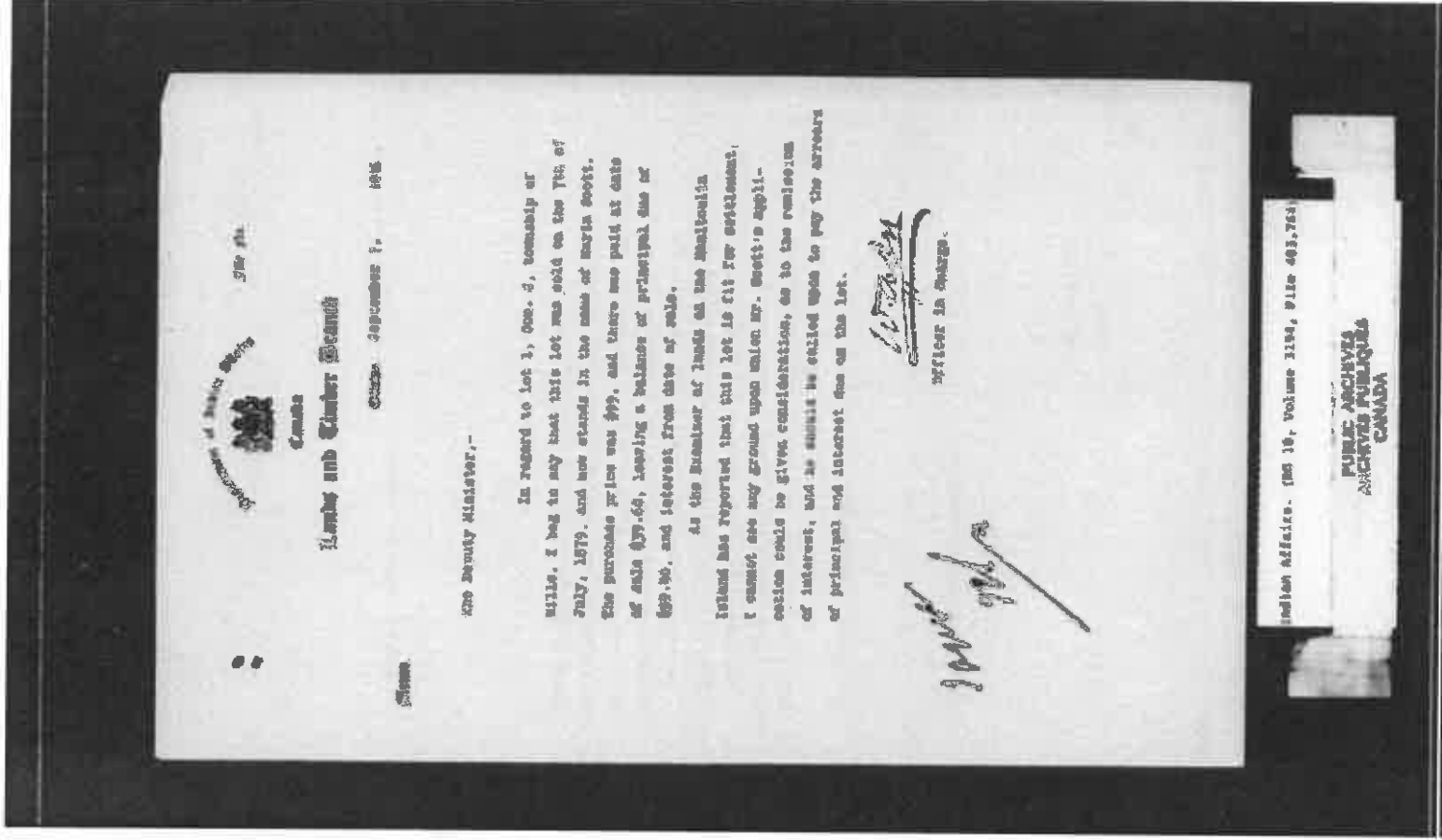
100,754

PUBLIC ARCHIVES / ARCHIVES PUBLIQUES CANADA

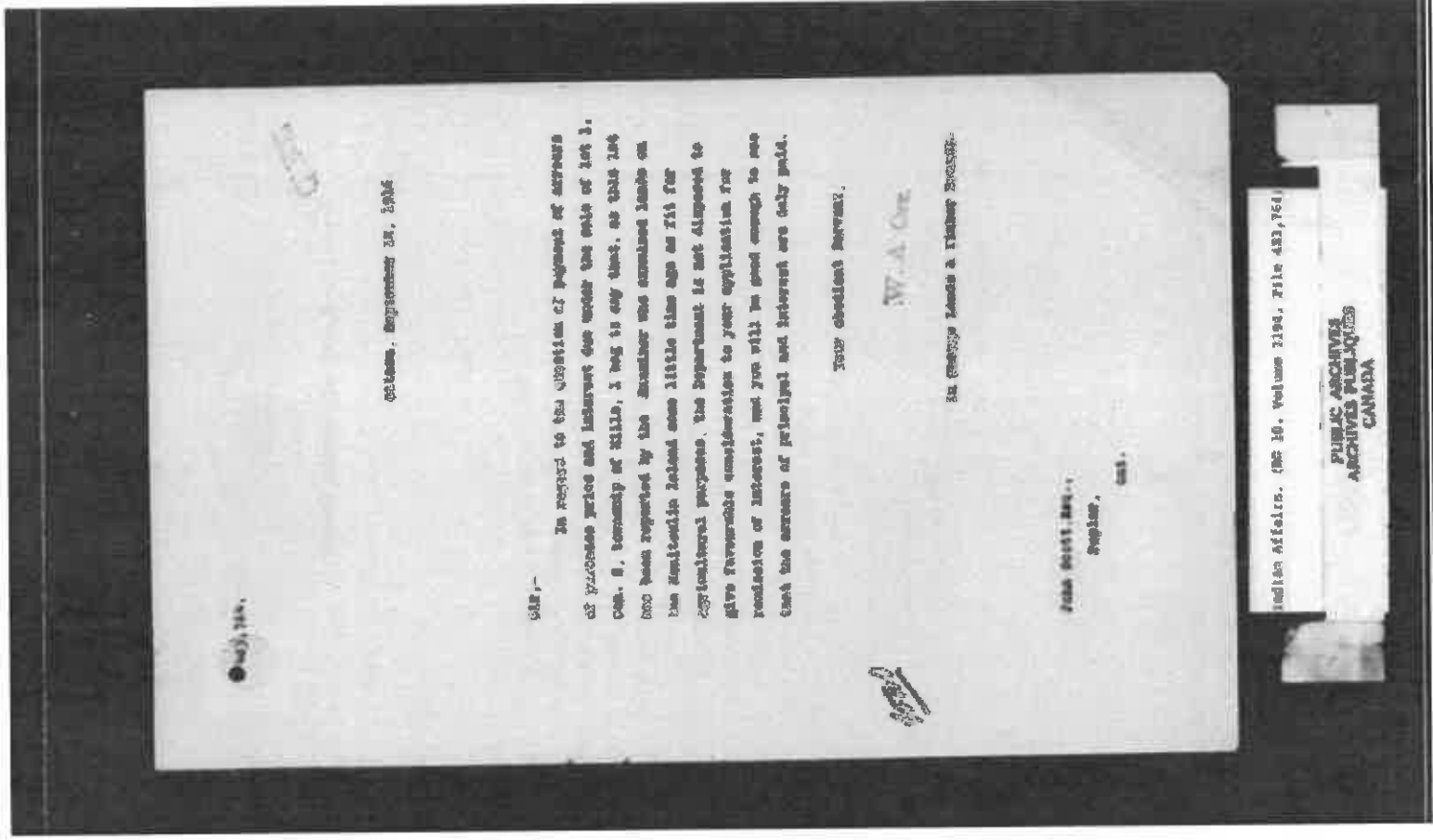
Document 4 - English



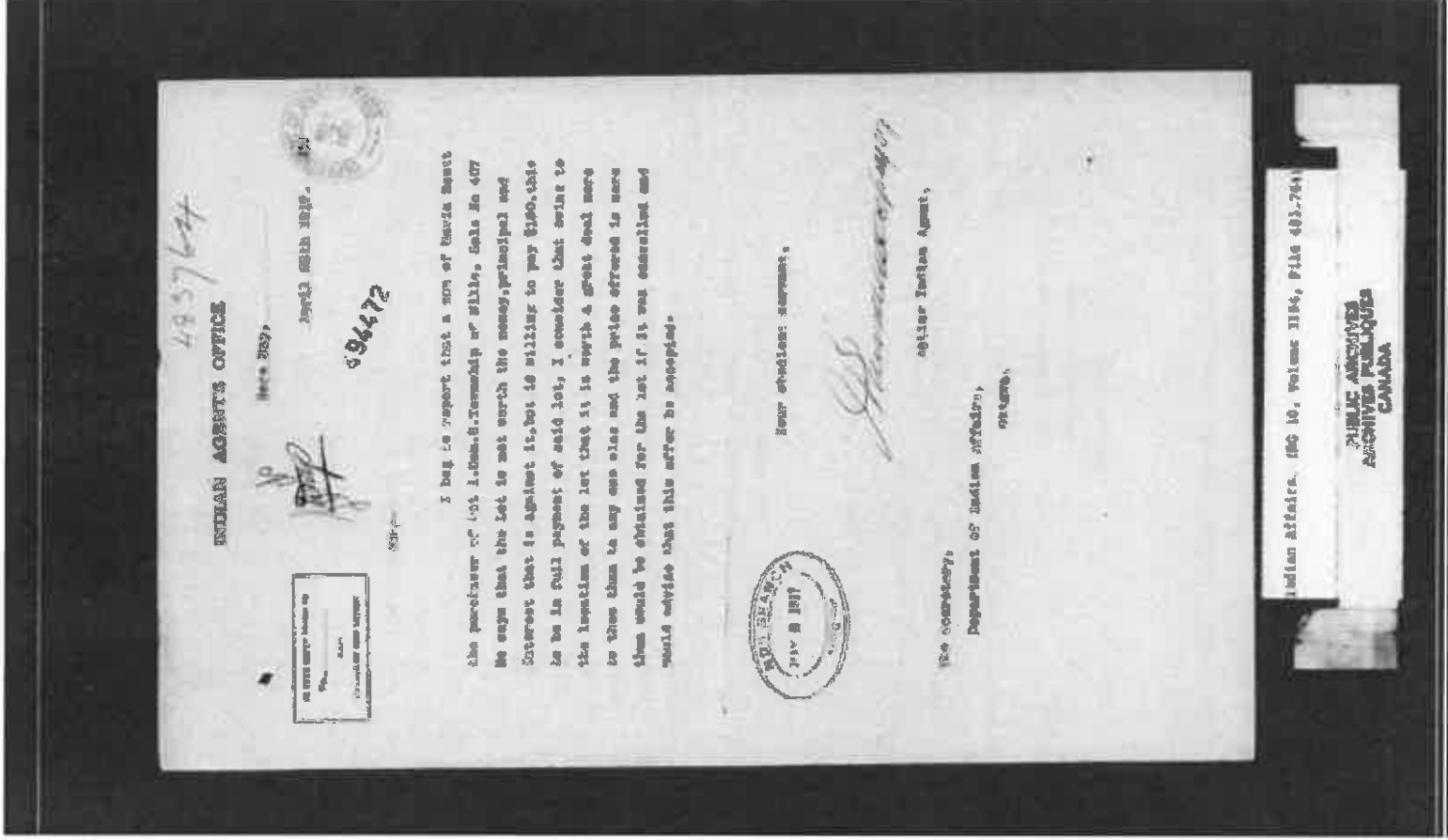
Document 5 - English



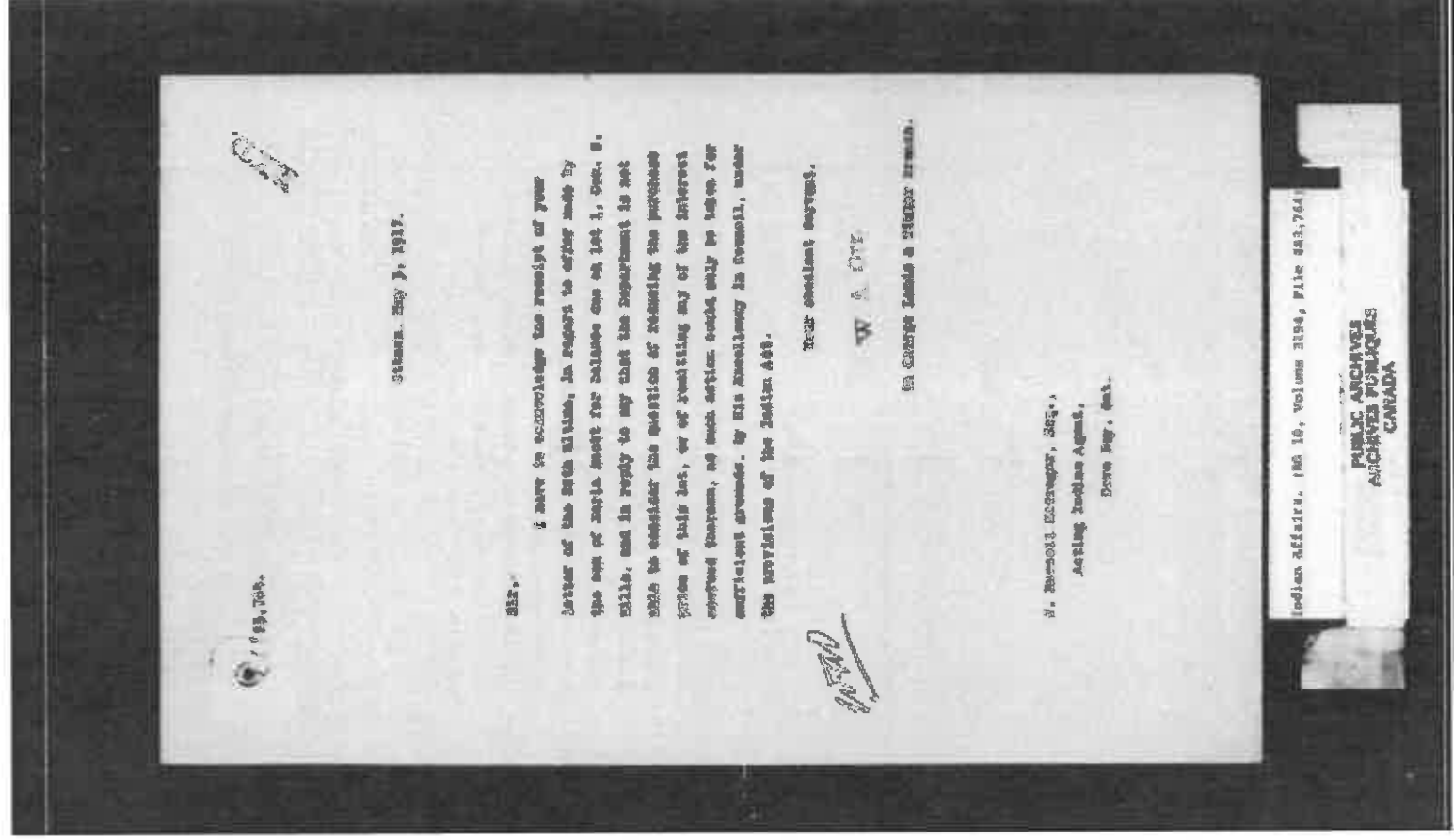
Document 6 - English



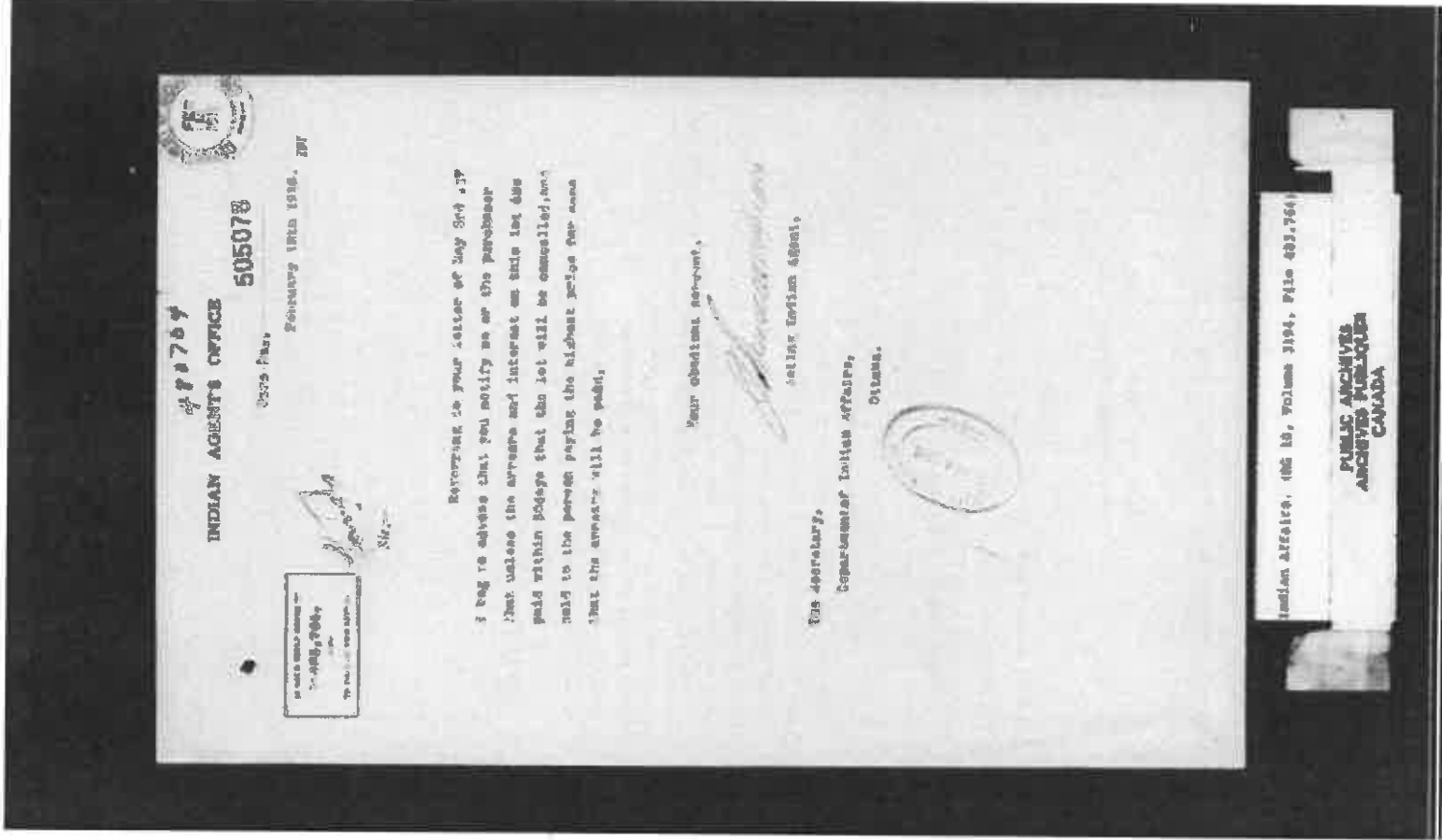
Document 7 - English



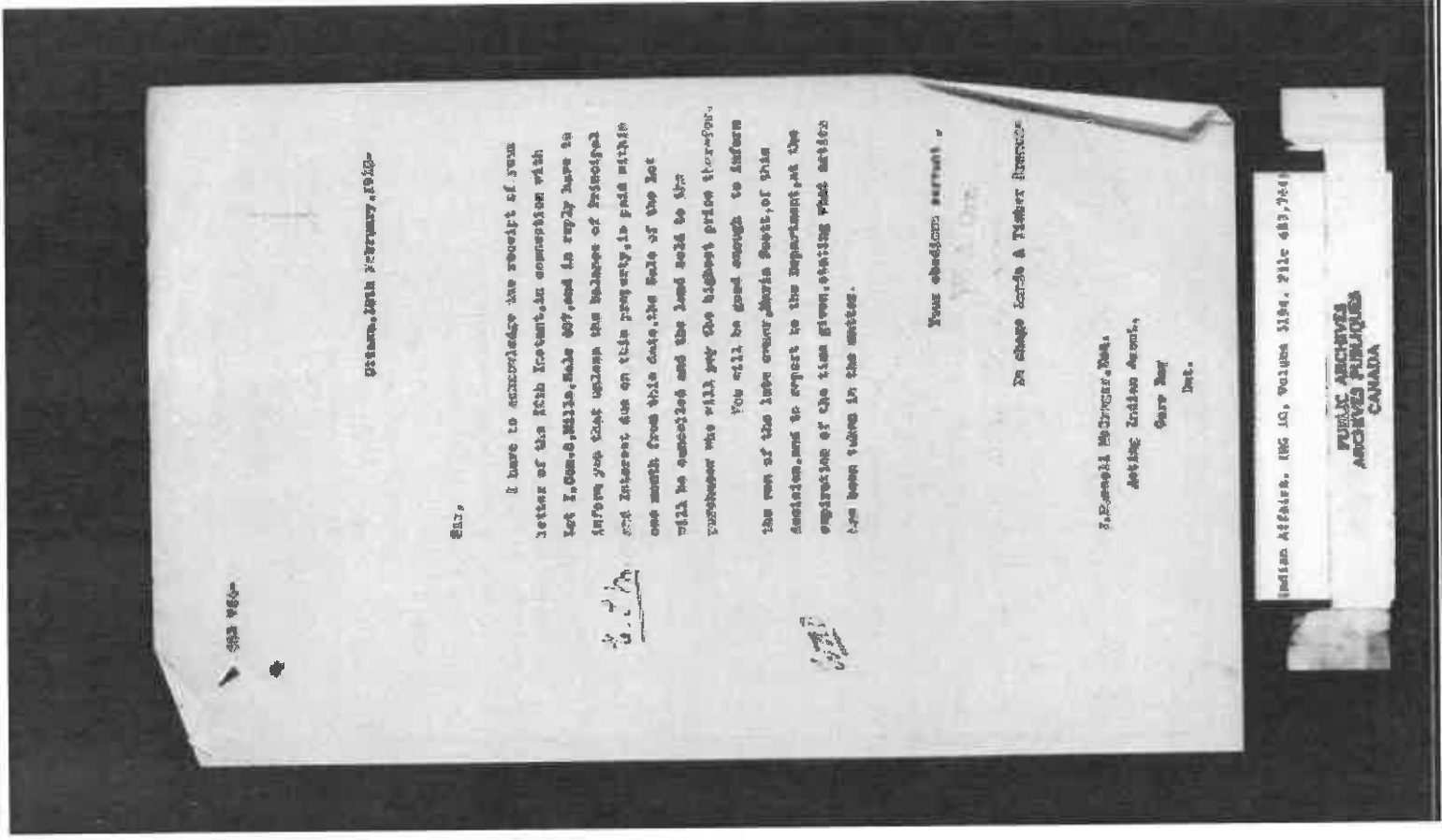
Document 8 - English



Document 9 - English

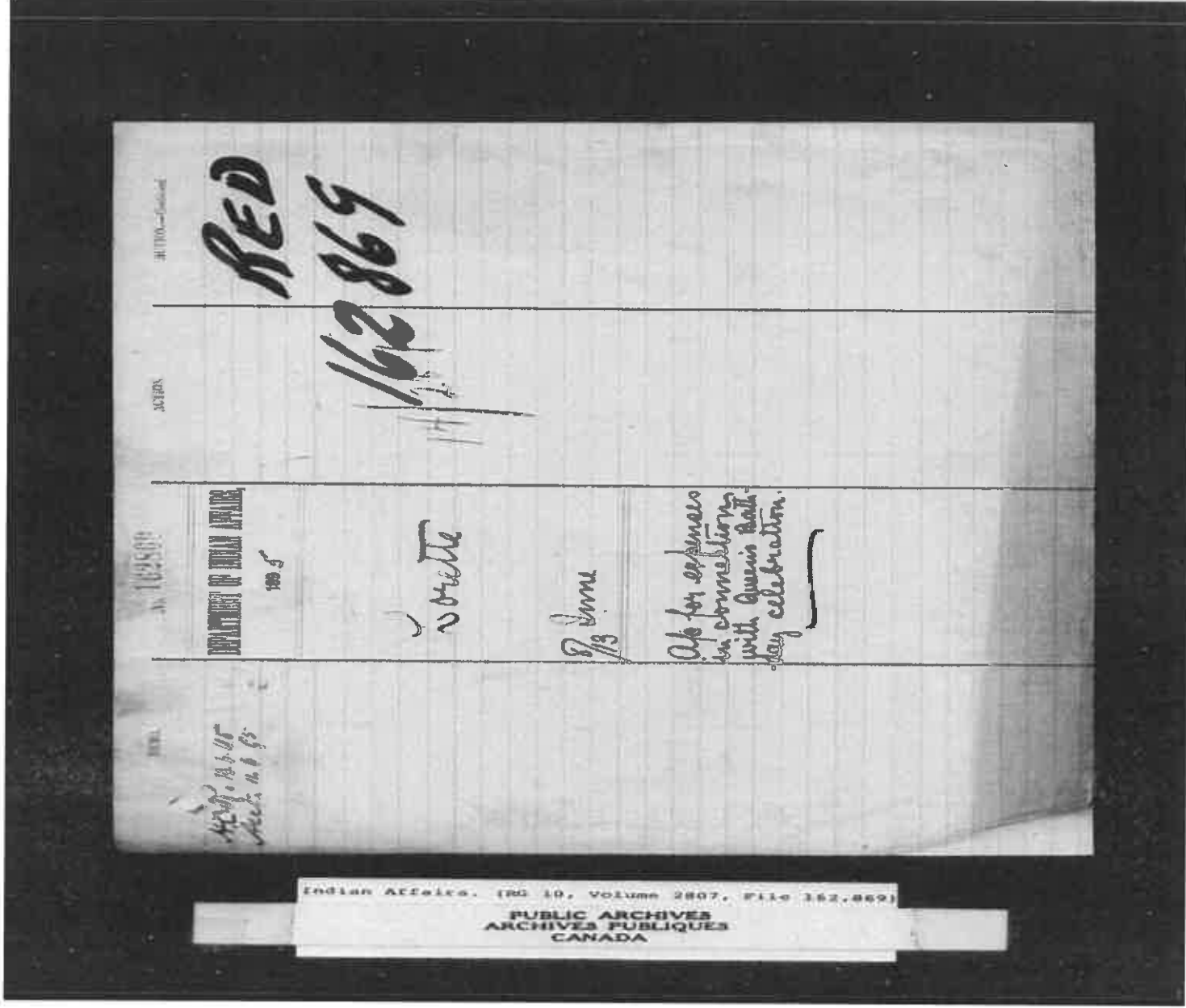


Document 10 - English



5.2.2.10 Documents d'Archives en Français

Document 1 – Français



1625699

No. of lines

INDIAN TRUST FUND.

The Department of Indian Affairs, par les soins de
M. Gabriel Belland

DATE		AMOUNT
1911	7th of December	50
<p>Vous envoie pour l'ann. le (Parvenir des Village Yvonne) le 7^{me} de ce mois de l'Annee</p>		
<p>Memoire de 1911 1911</p>		
<p>Parvenir</p>		

I hereby certify that the articles have been received, the entries entered and that the sums are due and
just.

Antoine D. Belland

Indian Affairs. (RG 10, volume 2607, file 162.569)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



162800

James L. Lutz & Co.

Major Genl. Sir
John A. Macdonald
Dept. of the Interior
Ottawa.

Monsieur, J'ai l'honneur de vous adresser ci-joint le rapport que vous m'avez demandé par votre lettre du 20 courant. Les officiers de votre corps ont été nommés à la suite de la réception de votre lettre du 17 courant.

Le rapport que vous m'avez demandé par votre lettre du 20 courant est en ce qui concerne le compte de l'année 1868. J'ai l'honneur de vous adresser ci-joint le rapport que vous m'avez demandé par votre lettre du 17 courant.

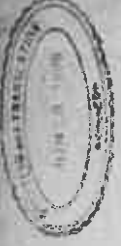
Je vous prie d'agréer, Monsieur, l'assurance de ma haute estime et de mon respectueux dévouement.

J'ai l'honneur d'être, Monsieur,
Vostre dévoué serviteur,
John A. Macdonald

Indian Affairs. (MG 10, Volume 2807, File 152.869)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Translation



James Lovett,
115 June. 1895

Hayes Road, Coy;
Deputy Asst. General of
Indian Affairs Ottawa.

Sir:-

Following the old custom
of the Huron Village of French
of celebrating the birthday of
Our Precious Sovereign, the ship
fired the traditional twelve
cannon shots; for this purpose
they bought 7 lbs of powder.

As the ships are now
and there is really no work 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 it for it.

They have then request
on this fact that you show me
when the Hon. Mr. S. C. Green
was Minister of Militia & int

Indian Affairs. (RG 10, Volume 2807, File 152,869)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

them 20 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. Bédoin,
Admin. Agent.

Indian Affairs. (RG 10, Volume 2007, File 162,864)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



RG 10, Vol. 1851, IT 408, Indian Affairs' Consecutive Number 412

3

Document dans le College de Dubuque, mis
dans le National archie qui a origine au prairie
Charlebourg Cajon d'ici vingt huit ans.
après midi mil sept cent quatre vingt deux
lecture faite. Ceci signe

Wm. Adams, Wisconsin, Grand
Superieur des Indiens
du grade

Concession pour les
Reverends Peres de la
Compagnie
Sacerdotes de
St. Marc 1742.
Ceci est l'acte de
Don de terre pour les
Sacerdotes.



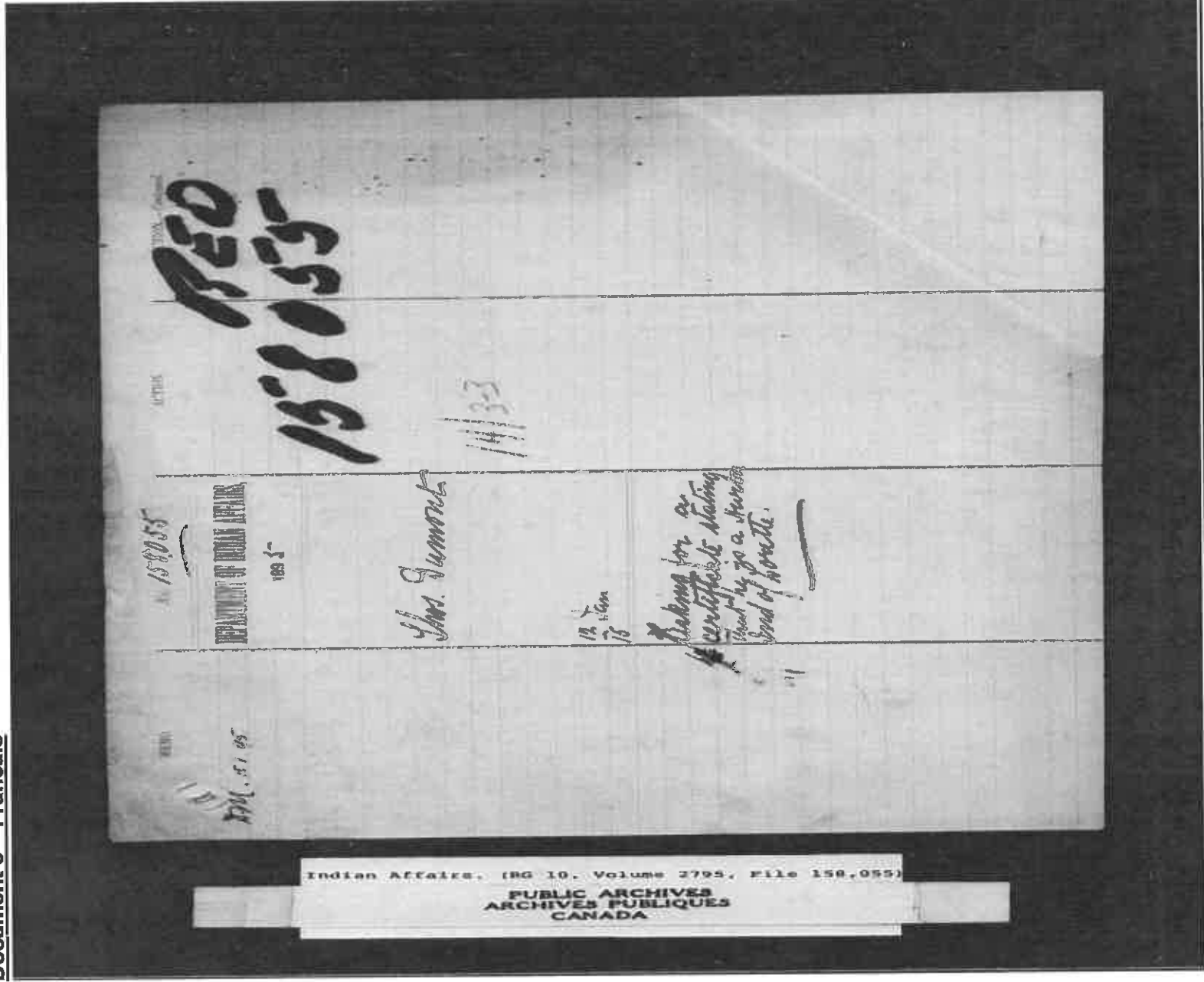
PG 10, VOL. 1821, 17 408, INDIAN AFFAIRS, CONSOLIDATED NUMBER 412

L'homme est né à College de Québec, en
 l'année 1752, et a fait ses études
 dans ce collège, où il a obtenu
 le grade de bachelier en 1770.
 Il a été pendant quelque temps
 professeur de philosophie, et
 de mathématiques, et a été
 ensuite nommé à la chaire de
 théologie, où il a continué
 de professer jusqu'à sa mort.
 Il a écrit plusieurs ouvrages
 de théologie, et de philosophie.
 Son ouvrage le plus estimé est
 un traité de la morale, qui a été
 traduit en français, et qui a
 été imprimé à Québec, en 1785.
 Il a été pendant quelque temps
 vicaire de la paroisse de
 Québec, et a été nommé à la
 chaire de théologie, où il a
 continué de professer jusqu'à
 sa mort.

Index/
Réfutation

3

Document 3 – Français



188055
Village Huron de la Côte d'Or, 1847



Tous concieris, chefs de la
tribu de Huron. Petition que
M. le Secrétaire d'Etat
a adressée à M. Thomas Duroseau,
leont Indiens et appartenant
à la Nation Huronne de la
Jeune-Lorette, et comme tel, ils
ont droit à tous les avantages
qui sont les compagnies de
chemin de fer et autres aux
sauvages sous forme de réduction
dans le prix de transport.

Murice Bastien, Agence de la Côte
d'Or, Huron, Ontario, Canada

Certifié
D. D. Bastien
Agent de Huron.

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

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Document 4 – Français

Déposition d'Ignace Kanératobéré, chef de la nation irouquoise, du Sault-Saint-Louis | BAQ numérique

DÉPOSITION DE IGNACE KANÉRATOBÉRE
(29 NOVEMBRE 1837)

DISTRICT DE
MONTREAL

Ignace Kanératobéré Chef de la nation Irouquoise du Sault de St Louis, après serment prêté sur les Saints Evangiles déposo et dit, que l'ordr en Mercredi de la semaine passéo pendant la nuit Edouard E. Rodier Soufer Avocat de Montréal, et Docteur Lacroix du même lieu sont venus chez un nommé Dupuis dans le parloise de la Masou-tine; sur leur chemin décrié 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 passant a Outaouguay 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 -

Assermenté pardevant moi
a Montréal ce 29 Novembre
1837.

Ignace Kanératobéré

En J^e Hall J.P.

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

C/P

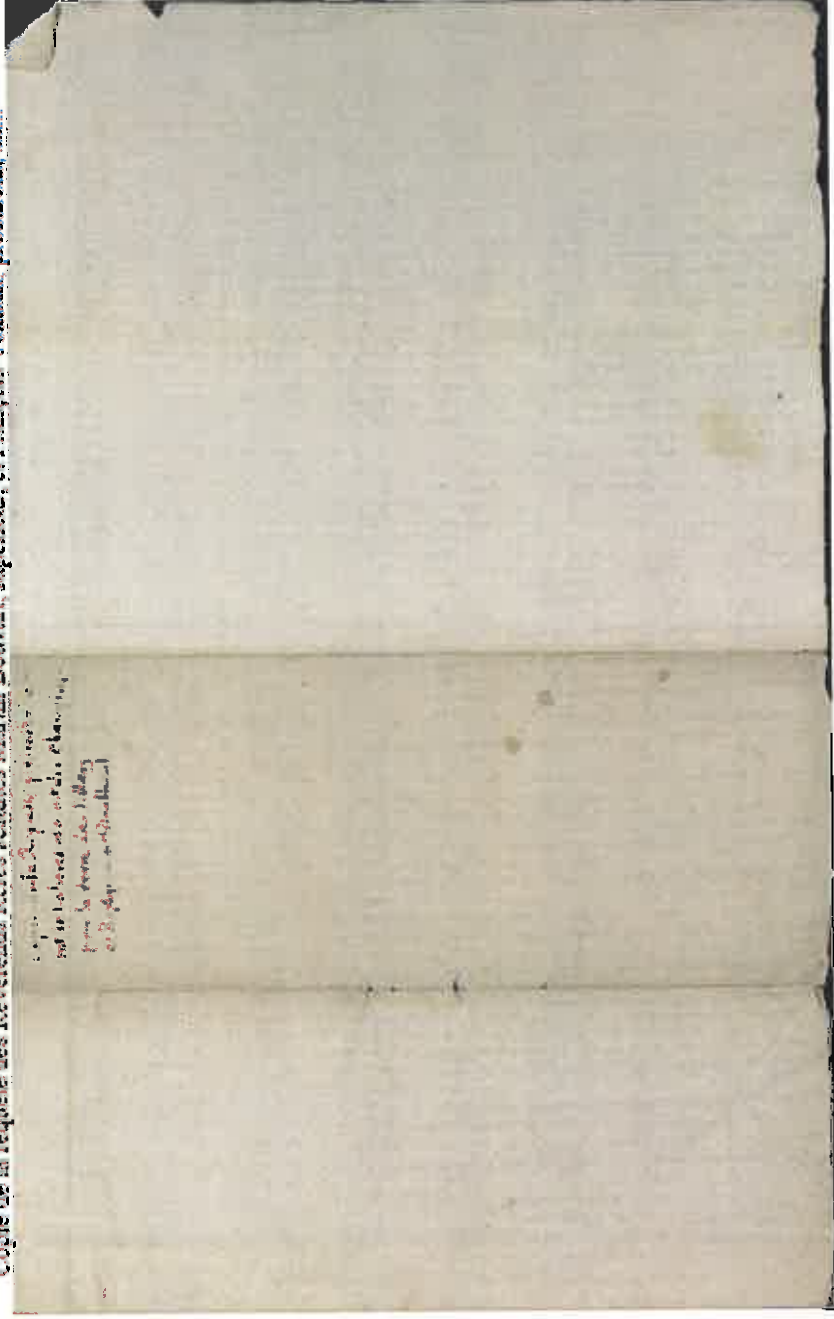
Déposition d'Emace Kaurabière, chef de la nation Ingois, du Saule-Saint-Louis | BARQ numérique

29 Nov 1837

The same
by Rodier } att of
by Lacrain } Ignace Kana
= } Metakui

<http://numérique.banq.qc.ca/patrimoine/archives/5227/3333506?docref=imm-uQT7BaJgB9fweQe0g> 8/29/2018

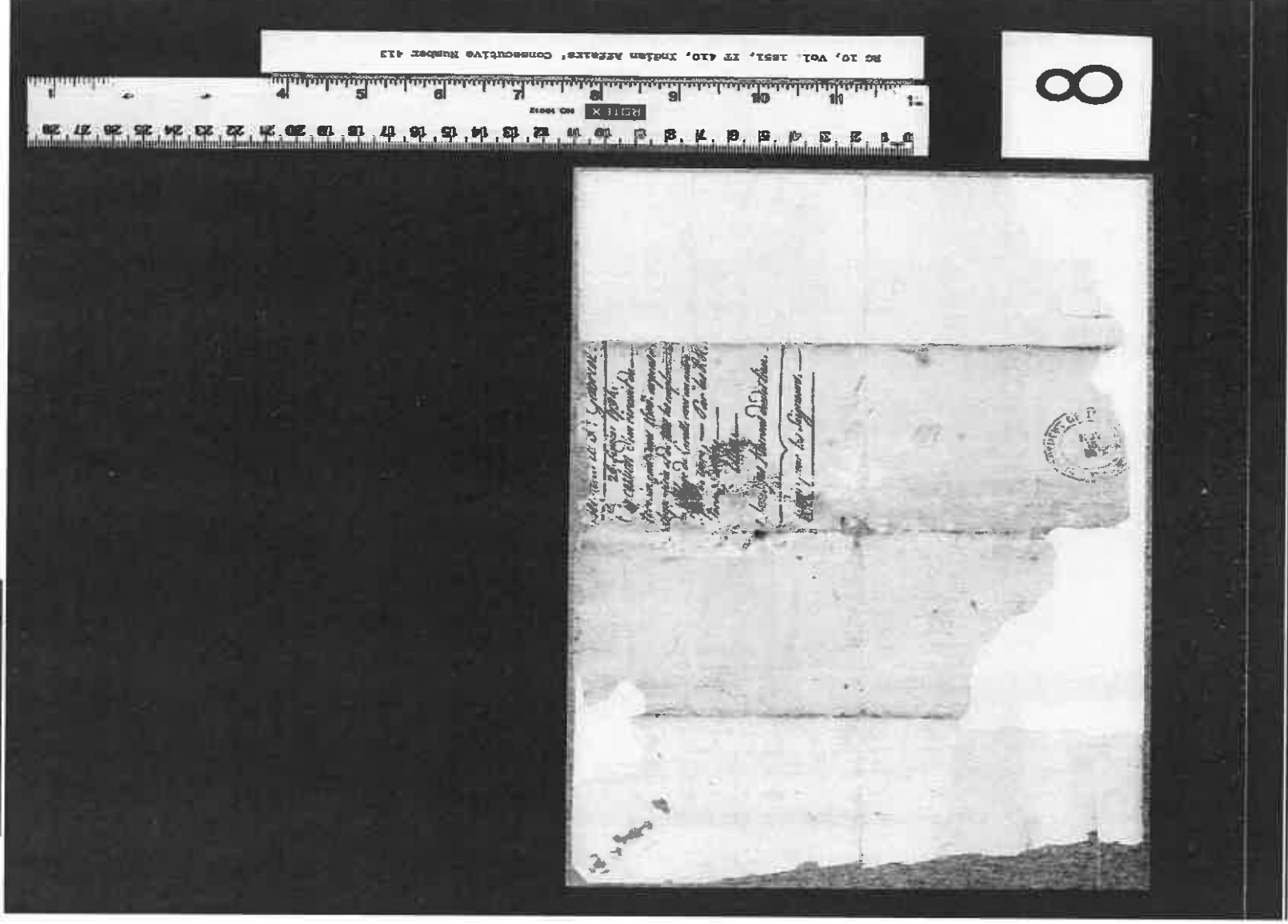
Copie de la requête des Révérends Pères Jésuites Martin Bouvat, supérieur, et François Vaillson, procureur, au...



<http://numerieque.bazaq.qc.ca/patrimoine/archives/523273152845?docref=Hf0jGmk6OGZN218UQvdlQ>

8/29/2018

Document 6 – Français



Gabriel, dans par les Prévôts pourvoir, le plus
 rendre ailleurs qu'en payant le Droit de mutation
 ordinaire. Le revenu des Dîmes Seigneuriaux tout
 les bois de chaux propres à la construction de
 Saumur de la Nigelle, et la faculté de vendre
 dans aucun Edouvement pour six Dîmes Seigneuriaux
 et ayons eue à Saumur, les bois, pierres et
 autres récessions pour la construction et les
 réparations à perpétuité de l'Eglise Dîme de
 de la Sainte Croix ainsi que de maroir et
 maroir de la dite Seigneurie de Gabriel
 Au moyen des charges ci-dessus et autres
 des Dîmes, les Seigneurs concèdent mittel par
 ces privilèges ~~à~~ Saumur en deux parties
 et chaux, moine au point que tout le
 chaux et autres portés audit contrat de
 construction de sept. Mais nul sept est
 parvenu de Saumur, d'aucunement comme
 nulle et dans aucun effect, et que les présents
 ont été concédés dans tout état contenté, dans
 pourvoir aller généralement au contraire. Car
 ainsi qu'il a été par les privilèges ont été concédés de
 Saumur. Promettant de Obliger de
 J'attest et passe à Charlebourg en l'année, l'an
 mil sept cent quatre vingt quatre le vingt
 cha février avant nous, les Seigneurs concédés
 B

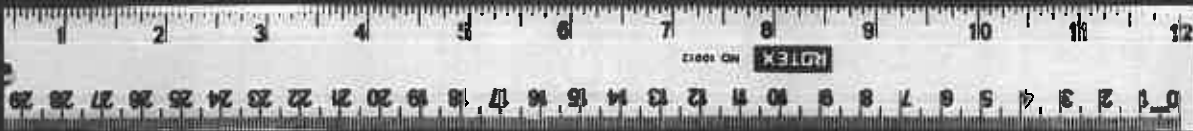


RG 10, VOL. 1851, IT 410, Indian Affairs, Consecutive Number 413

6

46921

tout en en partie à qui que ce soit, mais ledit
 Procureur pourroit acheter par ses mêmes
 fonds selon et selon à leur profit et
 avantage ledit terrain concédé, tel qu'il
 pourroit en avoir jadis et de nos jours. Comme
 aussi on pourroit à propriété vendre, donner ni
 même prêter à qui que ce soit, aucun des bois
 qui de traversent les ledit circuit de terrain, à
 peine de nullité. Dedites vendes ou échanges
 c'est que tout autrement; excepté seulement que
 ledit procureur pourroit entre eux des ventes
 dedites bois, et les mangerait pour leur chauffage
 et utilité tant pour ses mêmes que pour les
 habitants, comme il ont toujours fait.
 Et que de dans le reste de tout il lui vient
 quelques difficultés à l'égard de ledite concession
 le tout sera comme ci-dessus terminés et réglés
 par les Chefs en assemblée avec les autres
 Village. Il est à la charge par ledit Procureur
 de continuer de tenir en faire tenir feu et lan
 sur la présente concession, de donner des terres
 à leurs voisins devant les règlements, de faire
 et entretenir au mieux de ledite concession les
 chemins et ponts qui sont jugés nécessaires
 pour l'utilité publique, de souffrir les juges
 des terres voisines, de faire porter les grains
 qui se recueillent sur ledite concession mûre
 ou mûre bonnal de ledite Seigneurie.



MS 10, Vol. 1851, IT 410, Indian Affairs, Consecutive Number 417

5



RC 10, VOL. 1851, IT 410, Indian Affairs' CONSOLIDATED NUMBER 413

4

de parvenir et transporter actuellement
ledits Amos Adams est descendu à terre avec
et amarré pour en être en possession de puis
longtemps.

Cette présente concession ainsi faite à la
charge que ledits Amos Adams lors de son
course, devant tenir de payer audit dit Seigneur
baillifs au Collège de Québec, ou à leurs
receveurs ou agents encore au nom de ledits
Seigneurs St. Gabriel & ange. Nominés par
chaque année et de continuer d'année en année et
perpetuelle, d'avoir en ce lieu pour tout le
cours de terrain de dix aunes et d'égale
longueur et de plus tout ce qui est
appartenant de plus et en ce lieu pour ledit
lieu de terre de plus de cinquante, le tout
en ce lieu de ce terrain de plus de cinquante
perpetuelle et non rachetable, pour tout ce qui
et redonnera que longes. De la présente
concession, et non change à l'un et à l'autre
de l'autre, d'avoir, que les parties, sans aucun
approuver par ces mêmes, présents, que
ledits Amos Adams lors de son voyage
d'aller à présent, de plus de cinquante
mètres, à l'égard, d'avoir, d'avoir, d'avoir, d'avoir
leur et d'avoir, d'avoir, d'avoir, d'avoir, d'avoir
quelques, ledit terrain de terrain, d'avoir
et d'avoir terrain amarré par ces présents, d'avoir





46921
17550

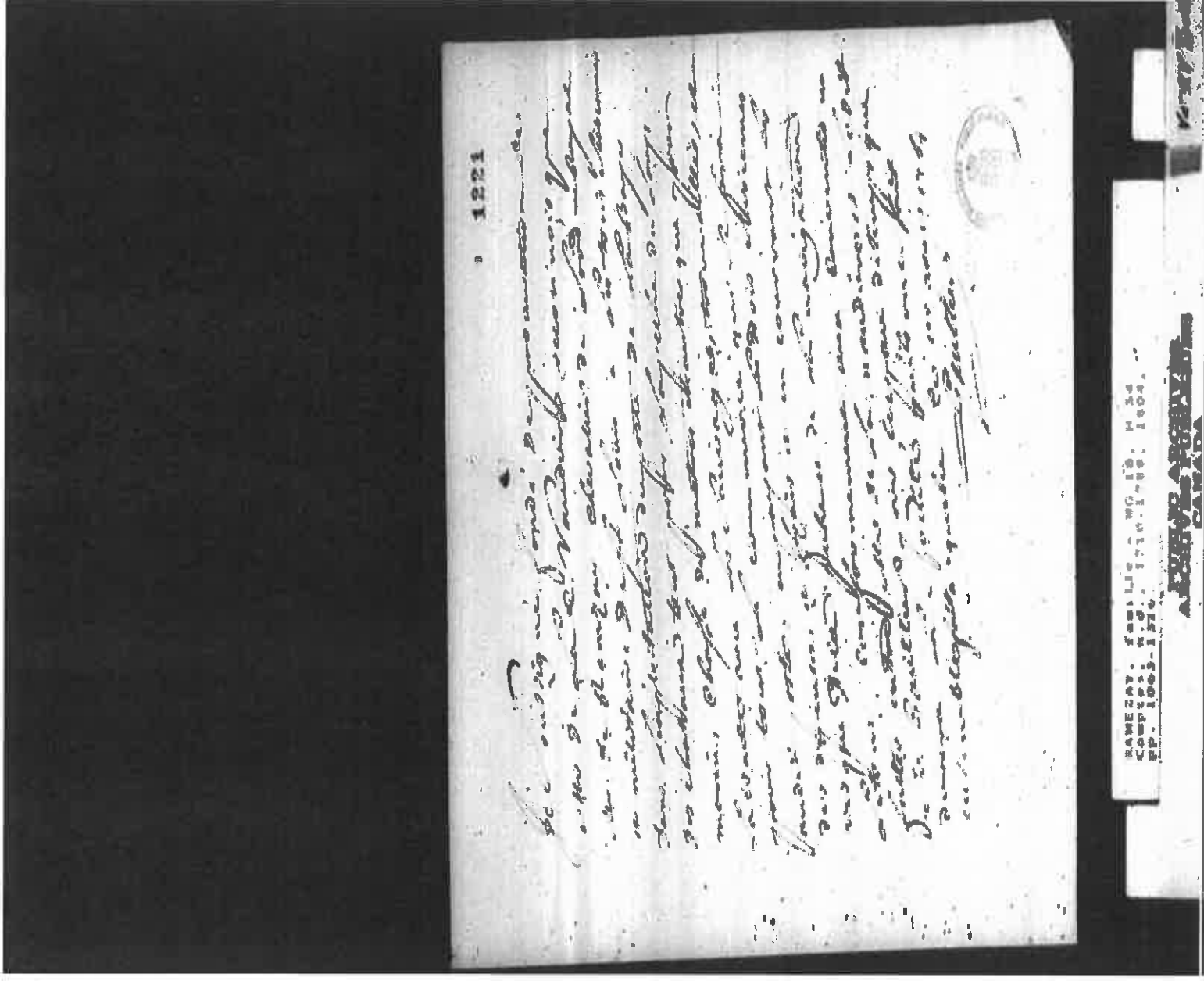
Pardevant le Notaire
 Public resident de Charlestown en la Province de
 Québec de bas Canada, et les témoins soussignés
 L'an 1755 présent les Messieurs Pierre Etienne Thomas
 De Villeneuve Girault-Spinier Du Sault de Canada,
 et Jean Joseph Carré Chevalier, demourant au Collège
 de Québec, Signeurs de A Gabriel et autres lieux,
 lesquels agissent pour le Sieur Pierre Thomas de
 la Roche, leur procureur d'un côté et de l'autre
 et quatre Seigneurs, pour un contrat de cession par
 devant ledit Notaire Auguste Motin, le 27 Mars
 mil sept cent cinquante deux; par lequel il est
 porté différents achats et ventes, qui à présent
 pourrout leur être transférables à nous et à
 nos héritiers, tout pour la propriété de la Roche
 tant par ledit contrat de cession que par son
 accomplissement en ses deux années consécutives
 qui est précédé d'acquiescement de l'un y en
 formant leur village de puis au moins en Québec
 sous aucun titre principal. Et les causes et
 considérations, ledits Seigneurs ont tant en
 ledits lieux et leurs successeurs, tant de la
 puissance que de la propriété de l'Etat au sujet de
 terrain que de l'accomplissement de son autre terrain
 le dit Seigneurs mentionnés: All pour ces
 présentes volontairement renoncés et renoncés
 venir accordés admettent et comode. De quoi l'un
 et l'autre ont fait titre de ces et toutes choses
 transférables et non rachetables, et ce n'est que

NO 10, VOL. 1851, IT 410, INDIAN AFFAIRS' CONSOLIDATIVE NUMBER 413

I

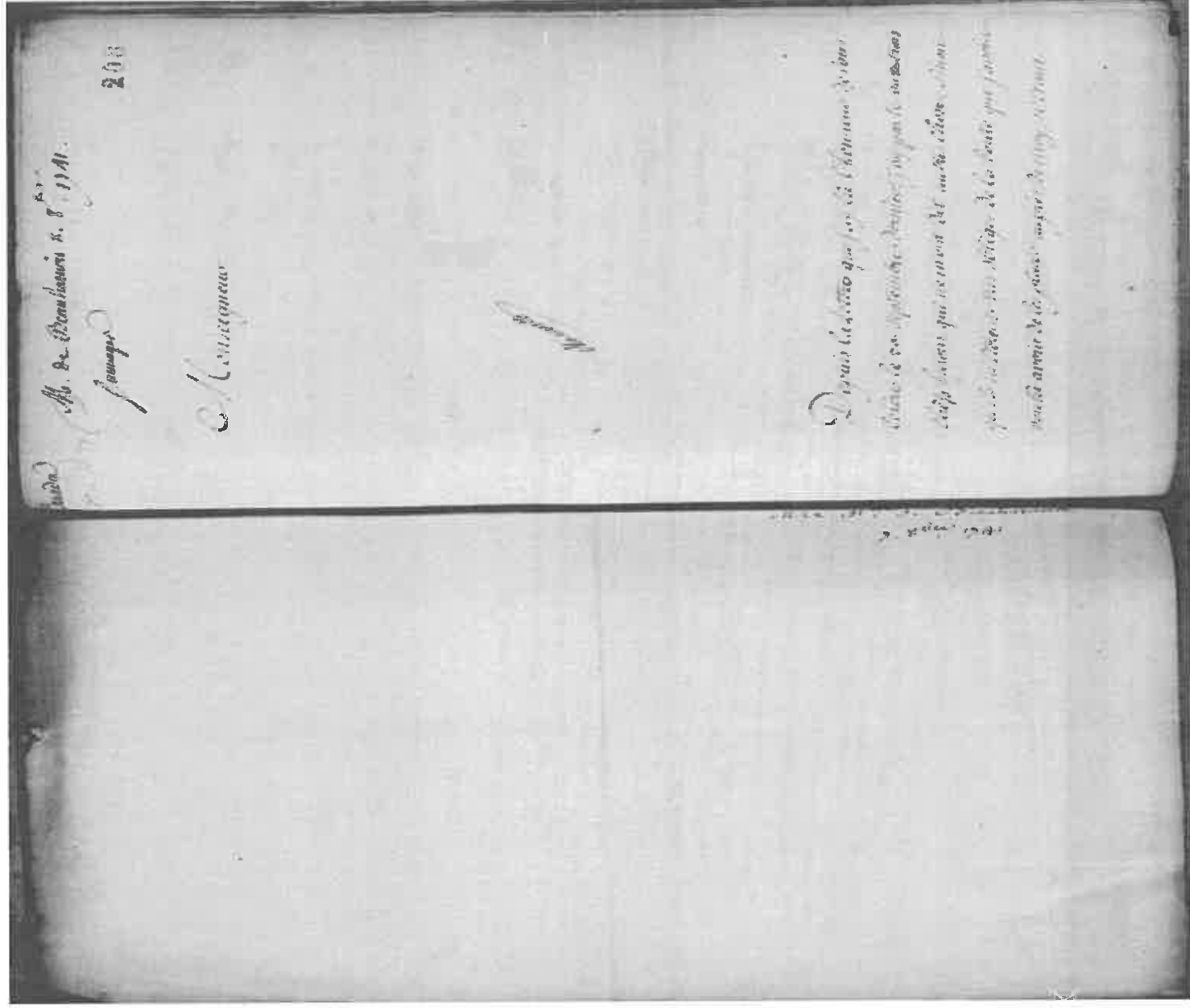
Document 7 -

Français



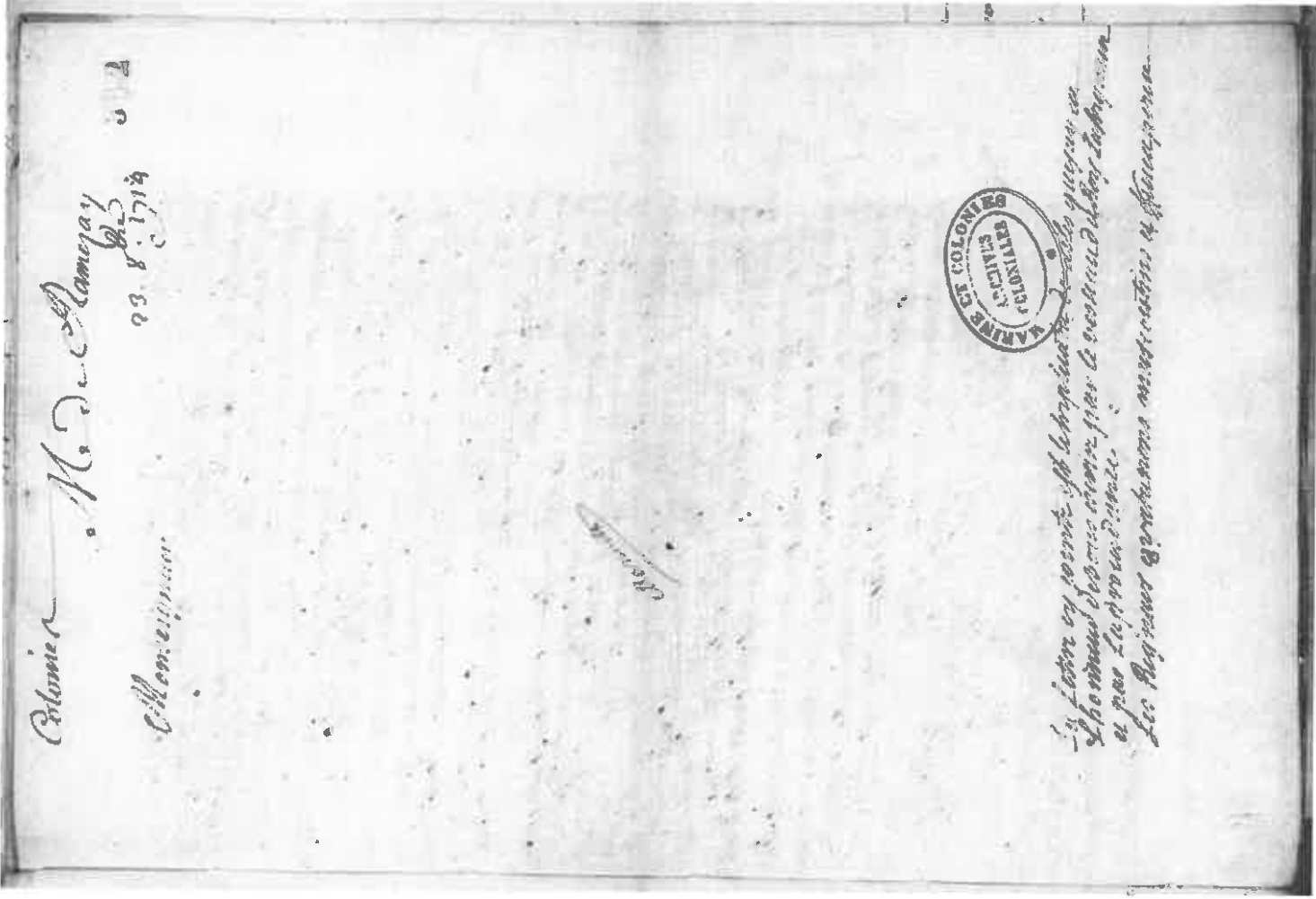
Document 8 – Français

: Mikan no. 3049582



Document 9 – Français

Mikan no. 3064683



facile pour le temps de cette separation
 se prindre La Liberte au mesme lieu de l'us reprenant
 quel auoit este d'une d'importance en consequence cy bon
 nous permis qu'on est ordonne au pillage de
 Castor que jay fait saisir L'auoir que les parice que
 cela auoit eu l'ordre Les autres d'esper de qu'on ne
 a que le pillage, auant que d'apporter un l'armure
 quoy est pour nous, et que pour l'induire que ce
 Castor ne luy appartienne pas est que l'un pour l'autre
 quel est ce que l'auoir, et l'induire le pour l'autre ne
 l'auoir que luy pour l'autre par ce que pour l'autre
 d'une luy pour l'autre par ce que pour l'autre
 quel auoit fait de la chasse de qu'on d'auoir l'autre
 de pour ce a oranger pour auoir de l'induire ne
 en, auoir pour l'autre, d'ailleurs l'auoir que pour l'autre
 l'auoir les autres par ce que pour l'autre
 quel est ce que l'auoir de l'induire par ce que pour l'autre
 l'auoir d'auoir pour l'autre par ce que pour l'autre
 mille de l'auoir pour ne l'autre. L'induire qu'on luy
 l'auoir d'auoir pour l'autre par ce que pour l'autre
 Luy avec pour nous le pour ce a oranger d'auoir
 il pour ce l'auoir, et l'induire le pour ce a oranger
 pour La Liberte que pour ce a oranger in pour l'autre d'auoir
 ce que est ce que pour ce a oranger
 auoir plus qu'on pour ce que pour ce a oranger
 Comptes m'ont de l'ordre de m. L'induire de l'auoir
 oranger pour ce l'auoir de l'induire a oranger
 Septembre d'auoir par ce que pour ce a oranger
 L'induire de l'auoir de l'induire, sil a change de
 l'induire d'auoir et ne l'auoir que l'induire
 d'auoir d'auoir plus qu'il luy l'induire que pour ce
 par ce d'auoir et l'auoir d'auoir par ce que pour ce a oranger
 pour ce l'induire d'auoir par ce que pour ce a oranger
 Pour ce d'auoir, in l'induire que pour ce a oranger

pour le service
Comme la province n'est point peuplée au commencement
de ce grand Royaume le cap. & ce navire Le porteur
seul étoit. L'été & celle que j'ai vu l'honneur de
vous servir y devant.

Jay L'honneur de vous en faire par son fond
Propre



reçu le 23 octobre
1714

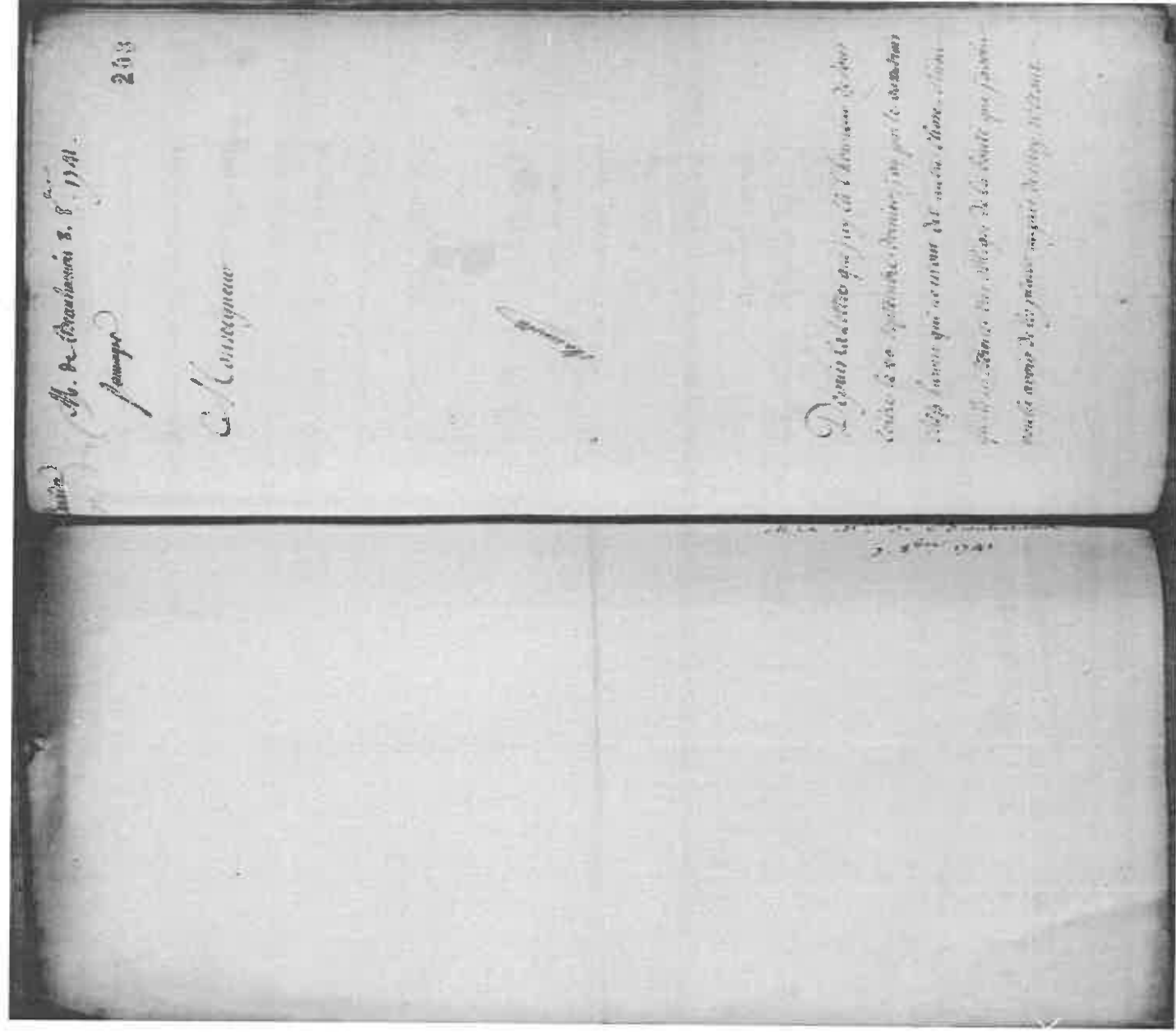
Monseigneur

2
Je suis très humblement
à votre service
De France Jay

M. De Namour 23 8^{bre} 1714

Document 10 - Français

Miklan no. 3067673



1791

M. de Beauvais 3. 8. 1791

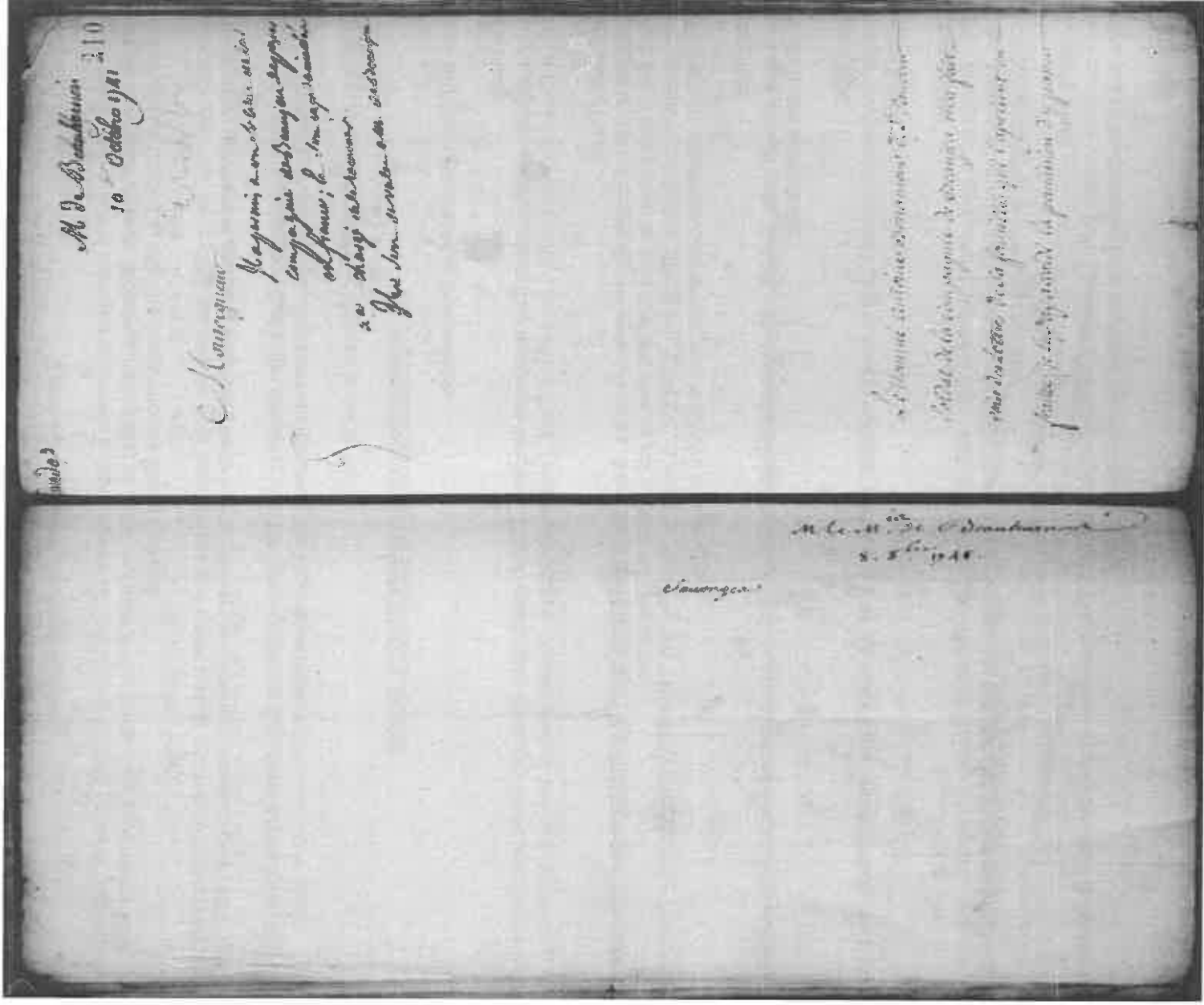
Perceps

26 8

C. L. Conque

C

Depuis la lettre que j'ai eu l'honneur de vous
écrire à ce sujet, j'ai été obligé de vous
écrire aussi que certains de mes amis, dont
je suis, dans ce village, de la suite que j'ai
été nommé de la part de mes amis, de la suite.



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 seconds or Ap.m. or P.m. and #UpTime are Summation control fields.

Integer Field

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

Currency Field

Holds currency values from \$0.00 to +/- \$999,999,999.99. 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	, comma - hyphen : colon	Causes problems with import/export when used in a multi-entry field
() Round Brackets	[] square brackets	Round brackets are used for grouping of AND / OR clauses
* Asterix	Capitalize something if it is important	Wild card searching function only, can't be searched for
@ @ sign	Use some other string of text for import/export function - such as xxx or yyy for tracking	Use only as part of an email address.
A Double quotes	> single quotes	Can cause problems when importing data if the pattern is a comma followed by a double quote. Avoid these problems and just use single quotes.
é, â, à, ç, etc. Accents	use the character without any accents	For French databases, carry on with the use of accented characters. In other situations, users may not be familiar with the use of the proper accents and may not have access to the French keyboard so they should be avoided.
any punctuation inside a square bracket	brackets with text only inside	Use dashes instead to separate data.

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/IBCC)
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:
 - **?-00000
 - **?-00000[000-000]

CAUTIONS

- ☒ DO NOT use a period [.] in Document ID numbering. Use a hyphen [-] instead as shown in the examples provided.

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

2. Page Amt

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

COMMENTARY

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

PROTOCOL

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

NOTES

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

3. Document Type

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

COMMENTARY

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

PROTOCOL

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

EXAMPLES

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

<u>4. Document Title</u>			
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

<u>Column Name</u>	<u>Field Type</u>	<u>Lookup Table</u>	<u>Validation Template</u>
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**
Assigned 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 [M]

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

COMMENTARY

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

PROTOCOL

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

EXAMPLES

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

NOTES

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

CAUTION

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

8. DOCUMENT NAMES FIELDS

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

Author [^]	Recipient [^]	CC/BCC [^]		
Column Name	Field Type	Lookup Table	Validation Template	On The List
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: [zAyingTracy 2002-02-09] with the appropriate comment. * Note that John is the attributed piece of information. Probably taken from other documents in the same time period by the Director General.
- ☐ For Unknown, Illegible, N/A use this format:
 - UNKNOWN (Director) [DIAND]
 - SMITH Joe (Unknown) [DND]
 - CHARLIE Bob (Forester) [Unknown]
 - ILLEGIBLE (Director) [DIAND]
 - SMITH Joe (Illegible) [DND]
 - CHARLIE Bob (Agent) [Illegible]
 - N/A
- ☐ For incomplete information where only one or two of the segments are shown in the document: (Superintendent of Education) [DIAND] [DIAND] (Chief Forester)
- *Note: Put the known segment into the field in its appropriate wrapper characters (round or square brackets). These are essential.

NOTES

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

9. Coderflags

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

COMMENTARY

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

PROTOCOL

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

EXAMPLES

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

10. Document Source []

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

COMMENTARY

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

PROTOCOL

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

EXAMPLES

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

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 four (4) Standing Offer Agreements (SOAs) as follows:
 - a) one (1) in the NCR,
 - b) one (1) in the Quebec Region,
 - c) one (1) in the Calgary Region, and
 - d) one (1) 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.

Term/Acronym	Definition
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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-spg/Facts-cma-eng.cfm?LANG=Eng&GK=CMA&GC=825&TOPIC=2].
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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.
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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
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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.
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Contractor	The qualified Offeror awarded a SOA pursuant to the competitive selection process, and which has been awarded a Call-up.
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DIAND	Department of Indian Affairs and Northern Development.
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DM	Document Management.
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Firm	An entity holding at least the minimum number of Resources required by this SOA.
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GoC	Government of Canada.
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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].
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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.
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<u>Term/Acronym</u>	<u>Definition</u>
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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].
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RA	Research Analysis.
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RS	Research Services.
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SOW	Statement of Work.
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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.
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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].
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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 **Error! Reference source not found.**, 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; AND > 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>

Resource Category	Minimum Resource Qualifications
<p>Research Analysis</p>	<p>➤ An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law;</p> <p>AND</p> <p>➤ Two hundred and twenty (220) billable days of full-time professional work experience (within the last 10 years) conducting Research Analysis related activities (other than database research), as defined in the Statement of Work, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools.</p> <p>OR</p> <p>➤ 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> <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>
<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>

Resource Category	Minimum Resource Qualifications
<p>Document Management</p>	<ul style="list-style-type: none"> ➤ Successful completion of high school, or equivalent. ➤ Four (4) months experience conducting Document Management activities similar to those described herein.
<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.njcc-nm.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.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 year.

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

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Gouvernement
du Canada

Contract Number / Numéro du contrat 1000201460
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	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 (Set-aside): DIAND-LMRB is seeking a supplier (firm) 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 <input type="checkbox"/> Yes
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 <input type="checkbox"/> Yes
5. Indicate the type of access required / Indiquer le type d'accès requis	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
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 ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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	Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à la diffusion	Foreign / Étranger
No release restrictions / Aucune restriction relative à la diffusion	<input type="checkbox"/>
Not releasable / À ne pas diffuser	<input type="checkbox"/>
Restricted to: / Limité à:	<input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays:	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
All NATO countries / Tous les pays de l'OTAN	<input type="checkbox"/>
Restricted to: / Limité à:	<input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information	
PROTECTED A / PROTÉGÉ A	<input type="checkbox"/>
PROTECTED B / PROTÉGÉ B	<input checked="" type="checkbox"/>
PROTECTED C / PROTÉGÉ C	<input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL	<input type="checkbox"/>
SECRET	<input type="checkbox"/>
TOP SECRET / TRÈS SECRET	<input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT)	<input type="checkbox"/>
NATO UNCLASSIFIED	<input type="checkbox"/>
NATO NON CLASSIFIÉ	<input type="checkbox"/>
NATO RESTRICTED	<input type="checkbox"/>
NATO DIFFUSION RESTREINTE	<input type="checkbox"/>
NATO CONFIDENTIAL	<input type="checkbox"/>
NATO SECRET	<input type="checkbox"/>
NATO TOP SECRET	<input type="checkbox"/>
COSMIC TOP SECRET	<input type="checkbox"/>
PROTECTED A / PROTÉGÉ A	<input type="checkbox"/>
PROTECTED B / PROTÉGÉ B	<input type="checkbox"/>
PROTECTED C / PROTÉGÉ C	<input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL	<input type="checkbox"/>
SECRET	<input type="checkbox"/>
TOP SECRET / TRÈS SECRET	<input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT)	<input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Government
du Canada

Contract Number / Numéro du contrat

1000201460
Security Classification / Classification de sécurité
UNCLASSIFIED

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

TBS/ISCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Gouvernement
of Canada

Contract Number / Numéro du contrat

1000201460

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(e) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO			COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET	PROTECTED PROTÉGÉ					
											A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information / Assets Remplacements / Biens Production																
IT Needs / Support IT IT LNK / Lien électronique																

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

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.

Yes
 No

12. b) Will the documentation associated to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS 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).

Yes
 No

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED



MAY 09 2018



Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat 100201460/S
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction Litigation Management & resolu
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 (S&S-side): DIAND-LMRS is seeking a supplier (firm) 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"/> Yes / Oui <input type="checkbox"/> No / Non
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"/> Yes / Oui <input type="checkbox"/> No / Non
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 ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion	
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:	
7. c) Level of Information / Niveau d'information	
PROTECTED A / PROTÉGÉ A	<input type="checkbox"/>
PROTECTED B / PROTÉGÉ B	<input type="checkbox"/>
PROTECTED C / PROTÉGÉ C	<input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL	<input type="checkbox"/>
SECRET	<input checked="" type="checkbox"/>
TOP SECRET	<input type="checkbox"/>
TRÈS SECRET	<input type="checkbox"/>
TOP SECRET (SIGINT)	<input type="checkbox"/>
TRÈS SECRET (SIGINT)	<input type="checkbox"/>
NATO UNCLASSIFIED	<input type="checkbox"/>
NATO NON CLASSIFIÉ	<input type="checkbox"/>
NATO RESTRICTED	<input type="checkbox"/>
NATO DIFFUSION RESTREINTE	<input type="checkbox"/>
NATO CONFIDENTIAL	<input type="checkbox"/>
NATO SECRET	<input type="checkbox"/>
NATO SECRET	<input type="checkbox"/>
COSMIC TOP SECRET	<input type="checkbox"/>
COSMIC TRÈS SECRET	<input type="checkbox"/>
PROTECTED A / PROTÉGÉ A	<input type="checkbox"/>
PROTECTED B / PROTÉGÉ B	<input type="checkbox"/>
PROTECTED C / PROTÉGÉ C	<input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL	<input type="checkbox"/>
SECRET	<input type="checkbox"/>
TOP SECRET	<input type="checkbox"/>
TRÈS SECRET	<input type="checkbox"/>
TOP SECRET (SIGINT)	<input type="checkbox"/>
TRÈS SECRET (SIGINT)	<input type="checkbox"/>

TBS/SCT 360-105(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
1000201460/S
Security Classification / Classification de sécurité
UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

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

If Yes, indicate the level of sensitivity. / Dans l'affirmative, indiquer le niveau de sensibilité.

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? / Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:

Document Number / Numéro du document:

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

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

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

Special comments: / Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work? / Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted? / Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

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

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

PRODUCTION

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

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

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

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

TBS/ICT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED





Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat

1000201460/S

Security Classification / Classification de sécurité
UNCLASSIFIED

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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).

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Security Classification / Classification de sécurité
UNCLASSIFIED





IT Security Safeguard Requirements

Contractor Name	RFP (SOA)
Contract Number	1000201460
Document Number:	10565652
Document Version Number:	1
Date:	2018-05-09
Designation:	UNCLASSIFIED



In accordance with the Security Requirement Checklist (SRCL) for contract 1000201460, 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;

		<ul style="list-style-type: none"> ○ Have at least one lower case character; ○ 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 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;

	<ul style="list-style-type: none"> o Have at least one numeric character; and 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 1000201460/S
Document Number: 10565684
Document Version Number: 1
Date: 2018-05-09
Designation: UNCLASSIFIED



Overview

In accordance with the Security Requirement Checklist (SRCL) for contract 1000201460/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.

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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

3) 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

