



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

BID SOLICITATION DEMANDE DE SOUMISSIONS

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. . Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro

. Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

Solicitation No. - N° de la demande	Amendment No. - N° de modification
Solicitation closes - La demande prend fin at - à on - le	File No. - N° de dossier

Date of Solicitation - Date de la demande	
Address inquiries to - Adresser toute demande de renseignements à :	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
Destination	

**Instructions:
Municipal taxes are not applicable.**

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

**Instructions:
Les taxes municipales ne s'appliquent pas.**

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et adresse du fournisseur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 INTRODUCTION4

1.2 SUMMARY4

1.3 SECURITY REQUIREMENTS5

1.4 DEBRIEFINGS5

PART 2 - OFFEROR INSTRUCTIONS 6

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS6

2.2 SUBMISSION OF OFFERS6

2.3 FORMER PUBLIC SERVANT6

2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS8

2.5 APPLICABLE LAWS8

PART 3 - OFFER PREPARATION INSTRUCTIONS 9

3.1 OFFER PREPARATION INSTRUCTIONS9

3.2 EXCHANGE RATE FLUCTUATION9

3.3 OFFEROR’S PROPOSED SITES OR PREMISES REQUIRING SAFEGUARDING MEASURES9

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 11

4.1 EVALUATION PROCEDURES11

4.2 TECHNICAL EVALUATION13

4.3 FINANCIAL EVALUATION36

4.4 BASIS OF SELECTION38

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION 44

5.1 CERTIFICATIONS REQUIRED WITH THE OFFER44

5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION
.....44

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS 47

6.1 SECURITY REQUIREMENTS - RELIABILITY STATUS.....47

6.2 SECURITY REQUIREMENTS - CLASSIFIED INFORMATION / SECRET CLEARANCE48

6.3 INSURANCE REQUIREMENTS - REMOVED50

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES 51

7.1 OFFER.....51

7.2 SECURITY REQUIREMENTS51

7.3 STANDARD CLAUSES AND CONDITIONS53

7.4 TERM OF STANDING OFFER54

7.5 AUTHORITIES54

7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....55

7.7 IDENTIFIED USERS55

7.8 NUMBER OF STANDING OFFERS55

7.9 CALL-UP ALLOCATION.....55

7.10 CALL-UP PROCEDURES.....55

7.11 CALL-UP INSTRUMENT56

7.12 LIMITATION OF CALL-UPS - REMOVED.....56

7.13 FINANCIAL LIMITATION - REMOVED56

7.14 PRIORITY OF DOCUMENTS.....56

7.15 CERTIFICATIONS AND ADDITIONAL INFORMATION57

Request for Standing Offer No. 100213943

7.16	APPLICABLE LAWS	57
7.17	SACC MANUAL CLAUSES.....	57
PART 8 - RESULTING CONTRACT CLAUSES.....		58
8.1	STATEMENT OF WORK	58
8.2	STANDARD CLAUSES AND CONDITIONS	58
8.3	TERM OF CONTRACT.....	58
8.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	58
8.5	PAYMENT	58
8.6	INVOICING INSTRUCTIONS	60
8.7	INSURANCE - REMOVED.....	61
8.8	SACC MANUAL CLAUSES - REMOVED.....	61
8.9	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONTRACTOR - REMOVED.....	61
8.10	JOINT VENTURE	61
APPENDIX "A"		62
	RESEARCH ANALYSIS SCENARIO (ENGLISH)	62
	SCÉNARIO POUR ANALYSE DE LA RECHERCHE (FRANÇAIS)	63
	DOCUMENT SUMMARIES (ENGLISH)	64
	RÉSUMÉ DE DOCUMENTS (FRANÇAIS)	69
APPENDIX "B"		74
	TOMBSTONE CODING PROTOCOL GUIDE.....	74
ANNEX "A"		75
	STATEMENT OF WORK.....	75
ANNEX "B"		90
	BASIS OF PAYMENT	90
ANNEX "C"		92
	SECURITY REQUIREMENT CHECK LIST (SRCL).....	92
ANNEX "D"		112
	INDEPENDENT BID DETERMINATION CERTIFICATION.....	112
ANNEX "E"		114
	LANGUAGE CERTIFICATION	114

Request for Standing Offer No. 1000213943

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 Oversight Directorate (LMOD) of the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) is seeking a number of individuals (Resources) 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. LMOD 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).

Request for Standing Offer No. 1000213943

The current Standing Offer Agreements for these services are anticipated to expire on March 31, 2020.

- 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>) 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) (<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: 1000213943**
- **Contracting Authority: Bruno Paradis**
- **Closing Date: October 7, 2020 at 2:00 p.m. EST**
- **Offeror's Name and Address**

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

Request for Standing Offer No. 1000213943

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.

Request for Standing Offer No. 1000213943

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 One (1) soft copy in PDF or Word format.

Section II: Financial One (1) soft copy in PDF or Word format.

Section III: Certifications One (1) soft copy in PDF or Word format.

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.

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

[C3011T \(2013-11-06\) Exchange Rate Fluctuation](#)

Section III: Certifications

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

Section IV: Additional Information

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

Request for Standing Offer No. 100213943

- 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 of the Mandatory Criteria, will be deemed non-compliant and no further consideration will be given.
2. **Evaluation against the Point-Rated Criteria.** Technical Proposals that meet all of the Mandatory Criteria will be point-rated against further criteria, 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 CIRNAC 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 CIRNAC 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 for Stream one (1); or two (2) services areas for Stream 2. Streams are defined as follow:

Stream 1:

- a) Research Analysis;
- b) Research Services; and
- c) Document Management Services.

Request for Standing Offer No. 1000213943

Stream 2:

- a) Research Services; and
- b) Document Management Services.

4.1.8 Bidders may propose in any of the following Regions:

- Prairie Region,
- Québec Region,
- Halifax 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. 1000213942, **MUST** provide a completely separate Proposal with different resources. CIRNAC will not accept the same proposal for solicitation 1000213942 and solicitation 1000213943.

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.

Request for Standing Offer No. 1000213943

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.

Stream 1 - Research Analysis, Research Services and Document Management				
Item	Mandatory Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Pass	Fail
M1	<p>REGION OF SERVICE DELIVERY</p> <p>The Bidder MUST propose services in one (1) of the following Regions of service delivery:</p> <ul style="list-style-type: none"> a) Prairie Region b) Quebec Region c) Halifax Region d) Vancouver Region 			
M2	<p>PROPOSED RESOURCE</p> <p>The Bidder MUST name within its Offer one (1) Resource, who MUST meet all of CIRNAC's minimum qualification requirements for the Research Analysis Resource category, as described in section 8.0 'Resource Requirements' of the Statement of Work (SOW) at Annex "A".</p> <p>The Bidder MUST use Table M2 "Proposed Resource Form" for the submission of Resource information.</p> <p>Table M2 MUST demonstrate the following:</p> <ul style="list-style-type: none"> A) Language Capabilities; B) Academic and professional attainments; and C) The list of the specific tasks constituting professional Work experience which includes: <ul style="list-style-type: none"> • Name of the Client Organization, 			

Request for Standing Offer No. 1000213943

	<ul style="list-style-type: none"> • Name of the Project • Description of Research Activities • Corresponding Research Analysis Tasks • Dates • Number of billable days <p>Note 1: <i>The Bidder may download the M2 Table template in MS Word from the posting page of the RFSO on the BuyandSell website and create additional rows to include all relevant information for the proposed Resource.</i></p> <p>Note 2: <i>Table M2 will be used to evaluate the Resource against the R1 criteria. The onus is on the Bidder to provide sufficient information in its response to demonstrate that the work is aligned to the cited Research Analysis task. If the Evaluation Committee determines that the description of an activity does not match the corresponding Research Analysis task, the activity will be excluded for consideration against these evaluation criteria.</i></p>			
<p>M3</p>	<p>PROJECT SUMMARIES</p> <p>The Bidder MUST include two (2) different written project summaries describing in detail the Resource’s previous/current experience in successfully providing Research Analysis tasks as described in section 6.0 of the Statement of Work at Annex “A” within the past hundred twenty (120) months (as of the distribution and posting date of this Request For Standing Offer).</p> <p>The Bidder MUST use Table M3 “Resource Project Summary Form” for the submission of each of the two (2) Project Summaries.</p> <p><u>For the Québec region only:</u></p> <p><u>At least one (1) of the two (2) project summaries presented against this M3 requirement MUST be for work which has been completed in French, and the related project summary MUST also be provided in French.</u></p> <p>Table M3 MUST demonstrate the following:</p> <ul style="list-style-type: none"> A) The Project Name and the Client Organization B) That the resource has completed a minimum of 20 billable days of Research Analysis on the cited project C) That the project has been completed by the Resource within the past hundred twenty (120) months (as of the distribution and posting of this Request For Standing Offer) D) The description of the Research Analysis activities and how they match up with the Research Analysis tasks outlined in the section 6.0 of the Statement Of Work at Annex “A”. E) The description of the deliverables produced 			

Request for Standing Offer No. 1000213943

	<p>Note: Table M3 will also be used by the Evaluation Committee to evaluate the Resource on the R2 criteria.</p> <p>Note: The Bidder may download the M3 Table template in MS Word from the posting page of the RFSO on the BuyandSell website and create additional rows to include information for the proposed Resource.</p>			
<p>M4</p>	<p>REFERENCE LETTERS</p> <p>The Bidder MUST include two Reference Letters M4 – one for each project summary presented in M3 - from the Client organisation who can speak to the bidder’s research abilities in the context of professional historical research.</p> <p>The Bidder MUST use template M4 “Reference Letter” for each of the two (2) Reference Letters.</p> <p>The Bidder MUST fill the following sections for each of the two (2) Reference Letters M4:</p> <ul style="list-style-type: none"> a) The Title of the project (must match the title of the project summary provided for M3) b) The Research Category (RA) relevant to the Project Summary submitted by the Bidder c) The number of billable days completed by the Resource. d) The tasks required within the project as they relate to the activities outlined in the SOW clauses (RA1 to RA19). e) The deliverables provided to the Referee by the Resource. <p>The Referee may provide additional comments within the letter with regard to the work provided to the organization.</p> <p>Each Reference Letter (M4) MUST be signed by the Referee.</p> <p>Reference Letters (M4) should be provided in a section at the end of the bid package and do not need to include page numbers.</p> <p>Note: Signature is defined as the physical mark on the document, as created by the Reference, electronic signature or scanned physical signature will be accepted.</p> <p>Note: The Bidder may download the M4 template in MS Word from the posting page of the RFSO on the BuyandSell website and create additional space to include all relevant information.</p> <p>CIRNAC reserves the right to contact the named client reference to verify the accuracy and veracity of the information provided in the Bidder’s Offer, by means of a series of standardized questions posed to the reference. Should CIRNAC choose to contact the project authorities and should one (1) or more named client project authority provide a negative reference regarding the accuracy or veracity of the Bidder’s Offer, the Offer will be deemed non-responsive and given no further consideration.</p>			

M5	<p>SCENARIO ANALYSIS</p> <p>The Bidder's proposed resource MUST complete a research plan in response to the Appendix A – Research Analysis scenario.</p> <p>The Bidder's response MUST not be longer than five (5) pages in 12 point font on 8 1/2" by 11" paper size.</p> <p><i>Note: The scenarios presented are entirely fictitious and are meant to provide a measure of the Bidder's ability to complete a Research Plan. Any resemblance of the scenarios to actual events, names, or places is entirely unintentional.</i></p> <p>Bidders are to respond to the applicable region-specific scenario response requirements:</p> <p><u>For the Vancouver, Prairie and Halifax Regions:</u></p> <p>Bidders submitting a Offer in the Vancouver, Prairie or Halifax regions MUST submit a response against the Research Analysis English scenario attached at Appendix A.</p> <p>In order to demonstrate professional capabilities in the language of work required, Bidders submitting a Offer against the Vancouver, Prairie or Halifax Regions MUST provide their response to this criterion in English.</p> <p><u>For the Québec Region:</u></p> <p>Bidders submitting a Offer in the Québec Region MUST submit a response against the Research Analysis French scenario attached at Appendix A.</p> <p>In order to demonstrate professional capabilities in the language of work required, Bidders submitting a Offer against the Québec Region MUST provide their response to this criterion in French.</p>			
-----------	---	--	--	--

Stream 2 - Research Services and Document Management				
Item	Mandatory Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Pass	Fail
M2.1	<p>REGION OF SERVICE DELIVERY</p> <p>The Bidder MUST propose services in one (1) of the following Regions of service delivery:</p> <ul style="list-style-type: none"> a) Prairie Region b) Quebec Region c) Halifax Region d) Vancouver Region 			
M2.2	PROPOSED RESOURCE			

Request for Standing Offer No. 1000213943

	<p>The Bidder MUST name within its Offer one (1) Resource, who MUST meet all of CIRNAC's minimum qualification requirements for the Research Services Resource category, as described in section 8.0 - 'Resource Requirements' of the Statement Of Work (SOW) at Annex "A".</p> <p>The Bidder MUST use Table M2 "Proposed Resource Form" - for the submission of Resource information.</p> <p>Table M2 MUST demonstrate the following:</p> <p>A) Language Capabilities;</p> <p>B) Academic and professional attainments; and</p> <p>C) The list of the specific tasks constituting professional Work experience, which includes:</p> <ul style="list-style-type: none"> • Client Organization • Name of the Project • Description of Research Services • Corresponding Research Services Tasks • Dates • Number of billable days <p>Note1: <i>The Bidder may download the M2 Table template in MS Word from the posting page of the RFSO on the BuyandSell website and create additional rows to include all relevant information for the proposed Resource.</i></p> <p>Note2: <i>Table M2 will also be used by the Evaluation Committee to evaluate the Resource on the R1 criteria. The onus is on the Bidder to provide sufficient information in its response to demonstrate that the work is aligned to the cited Research Services task. If the Evaluation Committee determines that the description of an activity does not match the corresponding Research Services task, the activity will be excluded for consideration against these evaluation criteria.</i></p>			
<p>M2.3</p>	<p>PROJECT SUMMARIES</p> <p>The Bidder MUST include two (2) different written project summaries describing in detail the Resource's previous/current experience in successfully providing Research Services tasks as described in section 6.0 of the Statement of Work at Annex "A" within the past hundred twenty (120) months (as of the distribution and posting date of this RFSO).</p> <p>The Bidder MUST use Table M3 "Resource Project Summary Form" for the submission of each of the two Project Summaries.</p> <p><u>For the Québec region only:</u></p> <p><u>At least one of the two (2) project summaries presented against the M3 requirement MUST be for work which has</u></p>			

	<p>been completed in French, and the related project summary MUST also be provided in French.</p> <p>Table M3 MUST demonstrate the following :</p> <ul style="list-style-type: none"> A) The Project Name and the Client Organization B) That the resource has completed a minimum of 20 billable days of Research Services on the cited project C) That the project has been completed by the Resource within the past hundred twenty (120) months (as of the distribution and posting of this RFSO) D) The description of the Research Services activities and how they match up with the Research Services tasks activities outlined in the section 6.0 of the Statement Of Work at Annex "A". E) The description of the deliverables produced <p><i>Note1: Table M3 will also be used by the Evaluation Committee to evaluate the Resource on the R2 criteria.</i></p> <p><i>Note2: The Bidder may download the M3 Table template in MS Word from the posting page of the RFSO on the BuyandSell website and create additional rows to include all relevant information for the proposed Resource.</i></p>			
<p>M2.4</p>	<p>REFERENCE LETTERS</p> <p>The Bidder MUST include two Reference Letters M4 – one for each project summary presented in M3 - from the Client organization who can speak to the bidder’s Research Services abilities in the context of professional historical research.</p> <p>The Bidder MUST use template M4 “Reference Letter” for each of the two (2) Reference Letters.</p> <p>The Bidder MUST fill the following sections for each of the two (2) Reference Letters M4</p> <ul style="list-style-type: none"> A) The Title of the project (must match the title of the project summary provided for M3) B) The Research Category (RS) relevant to the Project Summary submitted by the Bidder C) The number of billable days completed D) The tasks required within the project as they relate to the activities outlined in the SOW clauses (SW 6.0 RS1–RS12). E) The deliverables provided to the Referee by the Resource. <p>The Referee may provide additional comments within the letter with regard to the work provided to her/his organization.</p> <p>Each Reference Letter (M4) MUST be signed by the Referee.</p>			

Request for Standing Offer No. 1000213943

	<p>Reference Letters (M4) should be provided in a section at the end of the bid package and do not need to include page numbers.</p> <p>Note1: <i>Signature is defined as the physical mark on the document, as created by the Reference, electronic signature or scanned physical signature will be accepted.</i></p> <p>Note2: <i>The Bidder may download the M4 template in MS Word from the posting page of the RFSO on the BuyandSell website and create additional space to include all relevant information.</i></p> <p><i>CIRNAC reserves the right to contact the named client reference to verify the accuracy and veracity of the information provided in the Bidder's Offer, by means of a series of standardized questions posed to the reference. Should CIRNAC choose to contact the project authorities and should one (1) or more named client project authority provide a negative reference regarding the accuracy or veracity of the Bidder's Offer, the Offer will be deemed non-responsive and given no further consideration.</i></p>			
M2.5	<p>DOCUMENT SUMMARIES</p> <p>The Bidder's proposed resource must provide a document summary for each of the two (2) documents in Appendix A – Document Summaries.</p> <p>A) For the Vancouver, Prairie, and Halifax regions, the document summaries must be in English.</p> <p>B) For the Québec Region, the document summaries must be in French.</p>			

4.2.1 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.

Stream 1 - Research Analysis, Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
Stream 1 Total Point Rated R1-R5 Score		Max Score = 100 points	
Only those offer meeting or exceeding a minimum of 70/100 (70%) on Point Rated Criteria R1-R5 inclusive will be deemed compliant on Stream 1 Point Rated Criteria and advance to the Financial Evaluation.		Min Score = 70 points	

Stream 1 - Research Analysis, Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
R1 Resource Experience The evidence within the M2 table will be evaluated as per items R1.1 on the breadth of the individual's experience regarding the provision of Research Analysis (as defined in the section 6.3 of the Statement of Work) beyond the minimum qualifications at section 8.0 of the Statement of Work.		Total Score = 30 points	
R1.1 Full time professional research work experience (as of the distribution and posting date of this RFSO) conducting Research Analysis activities RA-2, RA-3, RA-4, RA-7, and/or RA-12 from the Statement of Work (section 6.0).	R1.1 One (1) point for each hundred thirty (130) billable days (or equivalent full-time professional work experience) working on projects consisting of Research Analysis activities (RA- 2, RA-3, RA-4, RA-7, and/or RA-12), up to a maximum of ten (10) points. The Bidder SHOULD describe the Research Analysis activities performed by the proposed resource and the time spent on each on the M2 table for the following activities: - identifying relevant primary and secondary sources, files/reels/electronic sources and specific materials held by government departments and archives and conducting analysis on those primary and secondary sources (RA-4); - preparing planning documents (including formal plans, planning memoranda, tracking documents or databases) that identify key information repositories and sources, (electronic, archival, and others), their expected relevance, the expected time required to review the sources, and where applicable suggest additional or alternative sources or repositories that should be considered (RA-2, RA-3); - writing analytical research reports or memoranda based on analyses of collected documents and evidence or the effectiveness of the research approach adopted or drafting answers to formal questions from legal counsel, including but not limited to undertaking arising from examination for discoveries or interrogatories (RA-7, RA-12).	10 points	
R.1.2	R.1.2	10 points	

Request for Standing Offer No. 1000213943

Stream 1 - Research Analysis, Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
Full time professional research work experience (as of the distribution and posting date of this RFSO) conducting other Research Analysis activities, as per the Statement of Work (RA-1, RA-3, RA-5, RA-6, RA-8, RA-9, RA-10, RA-11, RA-13, RA-14, RA-15, RA-16, RA-17, RA-18, RA-19) from the Statement of Work (section 6.0).	One (1) point for each twenty (20) billable days (or equivalent full-time professional work experience) working on projects consisting of other Research Analysis activities (i.e. RA-1, RA-3, RA-5, RA-6, RA-8, RA-9, RA-10, RA-11, RA-13, RA-14, RA-15, RA-16, RA-17, RA-18, RA-19), up to a maximum of ten (10) points. The Bidder SHOULD describe the Research Analysis activities performed by the proposed resource and the time spent on each on the M2 table.		
R1.3 Full time professional work experience (as of the distribution and posting date of this RFSO) conducting research in the area of Indigenous litigation.	R1.3 One (1) point for each 130 billable days (or equivalent full-time professional work experience) up to a maximum of five (5) points.	5 points	
R1. 4 Full time professional research experience identifying relevant primary and secondary sources, (files, reels, records, electronic sources and specific materials) held by Library and Archives Canada (LAC), and other Federal or Provincial government records (RA-4).	R1.4 One (1) point for each 65 billable days (or equivalent full-time professional work experience) up to a maximum of five (5) points.	5 points	
R2 Relevancy of the Project Summaries The two (2) project summaries submitted as evidence of compliance with Mandatory Requirement M3 will be evaluated on the basis of their relevance to CIRNAC's requirements for Research Analysis in breadth, nature, size, scope, complexity and approach. Up to ten (10) points per cited project summary, based on the extent to which each cited Project Summary is relevant to the Research Analysis environment within LMOD, CIRNAC		Total Score = 20 points	
R2.1 Up to five (5) points for the relevance of the subject matter and client organization of the cited project relative to the tasks in the Research Analysis SOW For this criterion, "relevant subject matter" includes :	R2.1 The following factors will be considered in determining the relevance of each Project Summary:	5 points per project to a maximum of 10 points	

Request for Standing Offer No. 1000213943

Stream 1 - Research Analysis, Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
<p>Indigenous Litigation including but not limited to:</p> <ul style="list-style-type: none"> -Indigenous rights and title -Historic treaty/benefits -Historic land transactions -Modern CIRNAC operations -Specific Claims Tribunal cases -Indigenous Canadian Human Rights Tribunal cases where CIRNAC is defendant -Charter challenges against CIRNAC -Claims of physical and sexual abuse against CIRNAC -Other litigation where CIRNAC is the main defendant <p>“Partially relevant subject matter” includes:</p> <ul style="list-style-type: none"> -Research to support a Specific Claim -Research for the Truth and Reconciliation Commission - Research for the Missing and Murdered Indigenous Women and Girls Inquiry -Archival research to support CIRNAC program and policy review - Archival research related to history of Canada. 	<ul style="list-style-type: none"> • Five (5) points: Subject matter is very relevant (Indigenous litigation, see definition) and client organization of project is very relevant (Federal Government). • Four (4) points: Subject matter is very relevant (Indigenous litigation) and client organization of project is partially relevant (Provincial, Municipal or First Nation Government). • Three (3) points: Subject matter is partially relevant (see definition) and client organization of project is the very relevant (Federal Government). • Two (2) points: Subject matter is partially relevant (see definition) and client organization is partially relevant (Provincial, Municipal or First Nation Government). • One (1) point: Subject matter has limited relevance and client organization has limited relevance. • Zero (0) points: Not Addressed / Unsatisfactory 		
<p>R2.2</p> <p>Up to five (5) points for the relevance of the size and complexity of the work of the resource on the cited project relative to CIRNAC’s requirements as described in the Statement of Work.</p>	<p>R2.2</p> <p>The following factors will be considered in determining the relevance of each Project Summary:</p> <ul style="list-style-type: none"> • Five (5) Points: Sixty (60) Research Analysis days of effort by the resource on the project, comprising at least four (4) of the Research Analysis tasks in the section 6.3 of the SOW at Annex A. 	5 points per project to a maximum of 10 points	

Stream 1 - Research Analysis, Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
	<ul style="list-style-type: none"> • Four (4) points: Fifty (50) Research Analysis days of effort by the resource on the project, comprising at least three (3) of the Research Analysis tasks in the section 6.3 of the SOW at Annex A. • Three (3) points: Forty (40) Research Analysis days of effort by the resource on the project, comprising at least three (3) of the Research Analysis tasks in the section 6.3 of the SOW at Annex A. • Two (2) points: Thirty (30) Research Analysis days of effort by the resource on the project, comprising at least two (2) of the Research Analysis tasks in the section 6.3 of the SOW at Annex A. • One (1) point: Twenty (20) Research Analysis days of effort by the resource on the project, comprising at least one (1) of the Research Analysis tasks in the section 6.3. • Zero (0) point: Less than twenty (20) Research Analysis days of effort by the resource on the project. 		
R3 RESEARCH PLAN (see Appendix A)		Total score =	
In fulfilment of the mandatory criterion M5, the Bidder should submit a Research Plan against the Research Analysis scenario (Appendix A). The information provided in the Research Plan will be evaluated as per items R3.1 to R3.4 below:		23 points	
R 3.1 Identify the Timeframe and Issues.	R3.1 Up to seven (7) points based on the following: <ul style="list-style-type: none"> • Seven (7) points: Six (6) Issues are addressed and the Timeframe is correct. • Six (6) points: Five (5) Issues are addressed and the time frame is correct, or six (6) issues are addressed and the Time frame is incorrect. 	7 points	

Stream 1 - Research Analysis, Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
	<ul style="list-style-type: none"> • Five (5) points: Four (4) issues are addressed and the Timeframe is correct, or five (5) Issues are addressed and the Timeframe is incorrect. • Four (4) points: Three (3) Issues are addressed and the Timeframe is correct, or four (4) Issues are addressed and the Timeframe is incorrect. • Three (3) points: Two (2) Issues are addressed and the Timeframe is correct, or three (3) Issues are addressed and the Timeframe is incorrect. • Two (2) points: One (1) Issue is address and the Timeframe is correct, or two (2) Issues are addressed and the Timeframe is incorrect. • One (1) point: No issues are addressed but the Timeframe is correct, or one (1) Issue is addressed and the Timeframe is incorrect. • Zero (0) point: No Key Issues and Timeframe is incorrect. 		
<p>R 3.2</p> <p>Identify what types of documents or information would be relevant.</p>	<p>R 3.2</p> <p>Up to six (6) points for the types of relevant documents or information, based on the following:</p> <ul style="list-style-type: none"> • Six (6) points: Six (6) types of documents or information have been identified. • Five (5) points: Five (5) types of documents or information have been identified. • Four (4) points: Four (4) types of documents or information have been identified. 	6 points	

Stream 1 - Research Analysis, Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
	<ul style="list-style-type: none"> Three (3) points: Three (3) types of documents or information have been identified. Two (2) points: Two (2) types of documents or information have been identified. One (1) point: One (1) type of document or information have been identified. Zero (0) point: Non-responsive 		
<p>R 3.3</p> <p>Identify all sources to be reviewed and their location (do not provide actual file numbers).</p>	<p>R3.3</p> <p>Up to six (6) points for identifying the sources to be reviewed and their location (do not provide actual file numbers), based on the following:</p> <ul style="list-style-type: none"> Six (6) points: Five (5) relevant sources have been identified. Four (4) points: Four (4) relevant sources have been identified. Three (3) points: Three (3) relevant sources have been identified. Two (2) points: Two (2) relevant sources have been identified. One (1) point: One (1) relevant source has been identified. Zero (0) point: Non-responsive 	6 points	
<p>R 3.4</p> <p>Identify the methodology to be used for the Document Review.</p>	<p>R 3.4</p> <p>Document Review Methodology; up to a maximum of 4 points, based on the following:</p> <ul style="list-style-type: none"> Four (4) points: Methodology correctly addresses four (4) or more aspects of document review. 	4 points	

Stream 1 - Research Analysis, Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
	<ul style="list-style-type: none"> • Three (3) points: Methodology correctly addresses three (3) aspects of document review. • Two (2) points: methodology correctly addresses two (2) aspects of document review. • One (1) point: Methodology correctly addresses one (1) aspect of document review. • Zero (0) point: Incorrect, Non-responsive 		
<p>R4</p> <p>Approach to Working with clients per Region, in Vancouver, the Prairie Region, Québec and Halifax Region.</p> <p>The Evidence within the Bidder's profile, submitted as part of the bid will be evaluated to assess the Bidder's approach to delivering the services in the SOW to CIRNAC clients, located in Vancouver, the Prairies, Québec, and the Halifax Region.</p> <p><i>Note: The Bidder will be required to work with CIRNAC clients located in the NCR and/or Calgary and/or Vancouver. The Bidder may also be required to conduct work described in the SOW at CIRNAC offices, archival repositories (such as Library and Archives Canada), or other work locations in Vancouver, Calgary, Winnipeg, Montreal, Quebec City, Halifax, or other locations.</i></p> <p><i>CIRNAC is not responsible for the Contractor's travel and associated costs between the Contractor's office or work site(s) and CIRNAC's facilities or other designated work location(s).</i></p>		<p>Total score = 17 points</p>	
<p>For the Vancouver Region</p>	<p>Up to a maximum of seventeen (17) points will be awarded based on the following factors:</p> <p>a) Two (2) points will be awarded if the Bidder will perform the work in the SOW and will provide services to CIRNAC/ISC clients located in Vancouver, from the Bidder's office(s) located in Vancouver.</p>		

Stream 1 - Research Analysis, Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
	<p>b) Ten (10) points will be awarded if the Bidder has the capacity to perform work in the SOW, that requires review of hard copy original files located on site at the CIRNAC/ISC office located in Vancouver for one (1) to two (2) days per week as required.</p> <p>c) Five (5) points will be awarded if the Bidder has the capacity to perform work in the SOW, that requires the review of hard copy files, reels, and/or finding aids at the LAC office located in Vancouver, as required.</p>		
For the Prairie Region	<p>Up to a maximum of seventeen (17) points will be awarded based on the following factors:</p> <p>a) Two (2) points will be awarded if the Bidder will perform the work in the SOW and will provide services to CIRNAC/ISC clients located in Calgary, from the Bidder's office(s) located in the Prairie Region.</p> <p>b) Ten (10) points will be awarded if the Bidder has the capacity to perform work in the SOW, that requires review of hard copy original files located on site at the CIRNAC/ISC office located in Calgary for one (1) to two (2) days per week as required.</p> <p>c) Five (5) points will be awarded if the Bidder has the capacity to perform work in the SOW, that requires the review of hard copy files, reels, and/or finding aids at the Glenbow archives located in Calgary, or the Hudson's Bay Archives or LAC archives located in Winnipeg, as required.</p>		
For the Québec Region	<p>Up to a maximum of seventeen (17) points will be awarded based on the following factors:</p>		

Stream 1 - Research Analysis, Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
	<p>a) Two (2) points will be awarded if the Bidder will perform the work in the SOW and will provide services to CIRNAC/ISC clients located in the NCR, from the Bidder office(s) located in the Québec Region.</p> <p>b) Fifteen (15) points will be awarded if the Bidder has the capacity to perform work in the SOW, that requires the review of hard copy files, reels, and/or finding aids at the Bibliothèque et Archives nationales du Québec (BAnQ) in Montreal or Québec City up to 1 to 2 days per week as required.</p>		
For the Halifax Region	<p>Up to a maximum of seventeen (17) points will be awarded based on the following factors:</p> <p>a) Two (2) points will be awarded if the Bidder will perform the work in the SOW and will provide services to CIRNAC/ISC clients located in the NCR, from the Bidder office(s) located in the Halifax Region.</p> <p>b) Fifteen (15) points will be awarded if the Bidder has the capacity to perform work in the SOW, that requires the review of hard copy files, reels, and/or finding aids at the LAC office or Provincial Archives located in Halifax for one (1) to two (2) days per week as required.</p>		
<p>R5 Proposal Quality</p> <p>Up to a maximum of ten (10) points will be awarded for presenting offers in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested</p>	<p>R5</p> <p>The following factors will be considered:</p> <p>a) Up to three (3) points for ordering/structuring the Offer to match the order and sequence of the Mandatory and Point-Rated Criteria in the RFSO.</p>	Total score = 10 points	

Request for Standing Offer No. 1000213943

Stream 1 - Research Analysis, Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
	<p>b) Up to two (2) points for writing the narrative portions of the Offer in a clear, concise, and logical fashion.</p> <p>c) Up to two (2) points for paginating all pages of the Offer, using a consistent format.</p> <p>d) Up to two (2) points for including a table of contents.</p> <p>e) One (1) point for including tabs between the sections of the Offer.</p> <p>Errors or inconsistencies in presentation will result in fewer points being awarded against the factors above.</p>		

Stream 2 - Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
Stream 2 Total Point-Rated R1-R5 Score		Max. Score = 92 points	
<i>Only those offers meeting or exceeding a minimum of 64/92 (70% on Point Rated Criteria R1-R5) inclusive will be deemed compliant on Point Rated Criteria and advance to the Financial Evaluation</i>		Min. Score = 64 points	
R1 Resource Experience		Total Score = 35 points	
The evidence within the M2 table will be evaluated as per items R1.1 to R1.3 on the breadth of the individual's experience regarding the provision of Research Services (as defined in the Statement of Work, section 6.3) beyond the minimum qualifications at section 8 of the Statement of Work			
R1.1	R1.1	20 points	
Full time equivalent professional research work experience (as of the distribution and posting date of this RFSO) conducting the following Research Services activities: RS-1, RS-3, RS-5, RS-7, RS-9, from the section 6.0 of the Statement of Work at Annex "A".	One (1) point will be given for every sixty five (65) billable days (or equivalent full-time equivalent professional work experience), working on projects consisting of the following Research Services activities: RS-1, RS-3, RS-5, RS-7, RS-9, provided the resource has a minimum of twenty (20) billable days on at least two (2) of these five		

Stream 2 - Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
	<p>(5) Research Services activities, up to a maximum of 20 points.</p> <p>The Bidder SHOULD describe the Research Services activities performed, and the time spent on each, in the M2 table for the following activities:</p> <ul style="list-style-type: none"> - reviewing files, archival files, other primary sources or secondary sources to identify relevant documents or facts, or to extract data (RS-1); - Identify, flag, and retrieve specific documents pertaining to particular issues or topics identified as being of relevance to specific litigation (RS-3); -writing document summaries of historical or contemporary government documents or assigning established issue codes to documents(RS-5 or RS-9); -compiling a written summary of facts, annotated list of documents, or a chronology of events (RS-7). 		
<p>R1.2</p> <p>Full time professional research work experience (as of the distribution and posting date of this RFSO) conducting other Research Services activities, as per the section 6.0 of the Statement of Work at Annex A (RS-2, RS-4, RS-6, RS-10, RS-11, RS-12).</p>	<p>R1.2</p> <p>One (1) point for each sixty five (65) billable days (or equivalent full-time professional work experience) working on projects consisting of other Research Services activities (i.e. RS-2, RS-4, RS-6, RS-8, RS-10, RS-11, RS-12) up to a maximum of 10 points.</p> <p>The Bidder SHOULD describe the Research Services activities performed, and the time spent on each, in the M2 table.</p>	10 points	
<p>R1.3</p> <p>Full time equivalent professional work experience (as of the distribution and posting date of this RFSO) conducting research in the area of Indigenous litigation.</p>	<p>R1.3</p> <p>One (1) point will be given for every hundred thirty (130) billable days (or equivalent full time professional work experience) up to a maximum of 5 points.</p>	5 points	
<p>R2 Relevancy of the Project Summaries</p> <p>The two (2) project summaries submitted as evidence of compliance with Mandatory</p>		Total score = 20 points	

Request for Standing Offer No. 1000213943

Stream 2 - Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
<p>Requirement M3 will be evaluated on the basis of their relevance to CIRNAC’s requirements for Research Services in breadth, nature, size, scope, complexity and approach.</p> <p>Up to ten (10) points per cited project summary, based on the extent to which each cited Project Summary is relevant to the Research Services environment within CIRNAC’s Litigation Management Oversight Directorate.</p>			
<p>R2.1</p> <p>Up to five (5) points for the relevance of the subject matter and client organization of the cited project relative to the tasks in the Research Services Statement of Work at Annex “A”;</p> <p>For this criterion, “relevant subject matter” includes :</p> <p>Indigenous Litigation including but not limited to:</p> <ul style="list-style-type: none"> -Indigenous rights and title -Historic treaty/benefits -Historic land transactions -Modern CIRNAC operations -Specific Claims Tribunal cases -Indigenous Canadian Human Rights Tribunal cases where CIRNAC is defendant -Charter challenges against CIRNAC -Claims of physical and sexual abuse against CIRNAC -Other litigation where CIRNAC is the main defendant <p>“Partially relevant subject matter” includes:</p> <ul style="list-style-type: none"> -Research to support a Specific Claim -Research for the Truth and Reconciliation Commission - Research for the Missing and Murdered Indigenous Women and Girls Inquiry -Archival research to support CIRNAC program and policy review - Archival research related to history of Canada. 	<p>R2.1</p> <p>The following factors will be considered in determining the relevance of each Project Summary:</p> <ul style="list-style-type: none"> • Five (5) points: Subject matter is very relevant (Indigenous litigation, see definition) and client organization of project is very relevant (Federal Government) • Four (4) points: Subject matter is very relevant (Indigenous litigation) and client organization of project is partially relevant (Provincial, Municipal or First Nation Government). • Three (3) points: Subject matter is partially relevant (see definition) and client organization of project is the very relevant (Federal Government) • Two (2) points: Subject matter is partially relevant (see definition) and client organization is partially relevant (Provincial, Municipal or First Nation Government) • One (1) point: Subject matter has limited relevance and client organization has limited relevance • Zero (0) point: Not Addressed / Unsatisfactory 	5 points per project to a maximum of 10 points	
<p>R2.2</p>	<p>R2.2</p> <p>The following factors will be considered in determining the relevance of each Project Summaries:</p>	5 points per project to a maximum of 10 points	

Stream 2 - Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
Up to five (5) points for the relevance of the size and complexity of the work of the resource on the cited project relative to CIRNAC's requirements as described in the Statement of Work.	<ul style="list-style-type: none"> • Five (5) Points: Sixty (60) Research Services days of effort by the resource on the project, comprising at least four (4) of the Research Services tasks under section 6.4 of the Statement Of Work at Annex A. • Four (4) points: Fifty (50) Research Services days of effort by the resource on the project, comprising at least 3 of the Research Services tasks under section 6.4 of the Statement Of Work at Annex A. • Three (3) points: Forty (40) Research Services days of effort by the resource on the project, comprising at least three (3) of the Research Services tasks under section 6.4 of the Statement Of Work at Annex A. • Two (2) points: Thirty (30) Research Services Analysis days of effort by the resource on the project, comprising at least two (2) of the Research Services tasks under section 6.4 of the Statement Of Work at Annex A. • One (1) point: Twenty (20) Research Services days of effort by the resource on the project, comprising at least one (1) of the Research Services tasks under section 6.4 of the Statement of Work at Annex A. • Zero (0) point: Less than twenty (20) Research Services days of effort by the proposed resource on the project 		
<p>R3 DOCUMENT SUMMARIES</p> <p>Bidders are asked to summarize the two (2) documents in Appendix "A"; in a two (2) to five (5) sentences per summary basis. The summary should give the reader sufficient information about the content of the document without having to read the document itself. The summary should be clear, concise and objective. Do not include author and date information. Please submit these document summaries in English in MS Word format.</p>		10 points	

Stream 2 - Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
Document Summaries should be included on the USB key			
R3.1 For the two (2) document summaries	R3.1 The following factors will be considered in determining the score per summary: <ul style="list-style-type: none"> • One (1) point will be deducted if summary is not concise (more than 75 words) • One (1) point will be deducted if summary is inaccurate, (introduces something that is not reflected in the document, is untrue or exaggerated) • One (1) point will be deducted if summary is subjective, inserts bias, judgement, or interpretation • One (1) point will be deducted if summary is not well written (spelling mistakes, grammatical errors) • One (1) point will be deducted if summary does not address the substantive content of the document 	5 points per summary to a maximum of 10 points	
R4 Approach to Working with clients per Region, in Vancouver, the Prairie Region, Québec and Halifax Region. The Evidence within the Bidder's profile, submitted as part of the bid will be evaluated to assess the Bidder's approach to delivering the services in the Statement of Work (SOW) to CIRNAC clients, located in Vancouver, the Prairies, Québec, and the Halifax Region. <i>Note: The Bidder will be required to work with CIRNAC clients located in the NCR and/or Calgary and/or Vancouver. The Bidder may also be required to conduct work described in the SOW at CIRNAC offices, archival repositories (such as Library and Archives Canada), or other work locations in Vancouver, Calgary, Winnipeg, Montreal, Quebec City, Halifax, or other locations.</i> <i>CIRNAC is not responsible for the Contractor's travel and associated costs between the Contractor's office or work site(s) and CIRNAC's facilities or other designated work location(s).</i>		17 points	
For the Vancouver Region	Up to a maximum of seventeen (17) points will be awarded based on the following factors:		

Stream 2 - Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
	<p>a) Two (2) points will be awarded if the Bidder will perform the work in the SOW and will provide services to CIRNAC/ISC clients located in Vancouver, from the Bidder's office(s) located in Vancouver.</p> <p>b) Ten (10) points will be awarded if the Bidder has the capacity to perform work in the SOW, that requires review of hard copy original files located on site at the CIRNAC/ISC office located in Vancouver from one (1) to two (2) days per week as required.</p> <p>c) Five (5) points will be awarded if the Bidder has the capacity to perform work in the Statement of Work, that requires the review of hard copy files, reels, and/or finding aids at the Library and Archives Canada (LAC) office located in Vancouver, as required.</p>		
For the Prairie Region	<p>Up to a maximum of seventeen (17) points will be awarded based on the following factors:</p> <p>a) Two (2) points will be awarded if the Bidder will perform the work in the Statement of Work and will provide services to CIRNAC/ISC clients located in Calgary, from the Bidder's office(s) located in the Prairie Region.</p> <p>b) Ten (10) points will be awarded if the Bidder has the capacity to perform work in the Statement of Work, that requires review of hard copy original files located on site at the CIRNAC/ISC office located in Calgary from one (1) to two (2) days per week as required.</p>		

Stream 2 - Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
	<p>c) Five (5) points will be awarded if the Bidder has the capacity to perform work in the Statement of Work, that requires the review of hard copy files, reels, and/or finding aids at the Glenbow archives located in Calgary, or the Hudson's Bay Archives or Library and Archives Canada (LAC) archives located in Winnipeg, as required.</p>		
For the Québec Region	<p>Up to a maximum of seventeen (17) points will be awarded based on the following factors:</p> <p>a) Two (2) points will be awarded if the Bidder will perform the work in the Statement of Work and will provide services to CIRNAC/ISC clients located in the National Capital Region (NCR), from the Bidder office(s) located in the Québec Region.</p> <p>b) Fifteen (15) points will be awarded if the Bidder has the capacity to perform work in the Statement of Work, that requires the review of hard copy files, reels, and/or finding aids at the Bibliothèque et Archives nationales du Québec (BAnQ) in Montreal or Québec City from one (1) to two (2) days per week as required.</p>		
For the Halifax Region	<p>Up to a maximum of seventeen (17) points will be awarded according to the following factors:</p> <p>a) Two (2) points will be awarded if the Bidder will perform the work in the Statement of Work and will provide services to CIRNAC/ISC clients located in the National Capital Region (NCR), from the Bidder office(s) located in the Halifax Region.</p>		

Stream 2 - Research Services and Document Management			
Point-Rated Criterion	Evaluation Factors	Weight	Proposal Ref Pg. #
	<p>b) Fifteen (15) points will be awarded if the Bidder has the capacity to perform work in the Statement of Work, that requires the review of hard copy files, reels, and/or finding aids at the Library and Archives Canada (LAC) office or Provincial Archives located in Halifax from one (1) to two (2) days per week as required.</p>		
<p>R5 Proposal Quality</p> <p>Up to a maximum of ten (10) points will be awarded for presenting offers in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested.</p>	<p>R5</p> <p>The following factors will be considered:</p> <p>a) Up to three (3) points for ordering/structuring the Offer to match the order and sequence of the Mandatory and Point-Rated Criteria in the RFSO.</p> <p>b) Up to two (2) points for writing the narrative portions of the Offer in a clear, concise, and logical fashion.</p> <p>c) Up to two (2) points for paginating all pages of the Offer, using a consistent format.</p> <p>d) Up to two (2) points for including a table of contents.</p> <p>e) One (1) point for including tabs between the sections of the Offer.</p> <p>Errors or inconsistencies in presentation will result in fewer points being awarded against the factors above.</p>	10 points	

4.3 Financial Evaluation

4.3.1 The Financial Evaluation will be carried out by the Contracting Authority independent of the CIRNAC Evaluation Committee responsible for rating the Technical Offer. Financial Offers 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 Offer **ONLY**. The Bidder's Financial Offer **MUST** be submitted in a sealed envelope, separate from the

Request for Standing Offer No. 1000213943

Bidder's Technical Offer. The Bidder's failure to comply with this condition will result in the Bidder's Offer being declared non-responsive and being given no further consideration.

- 4.3.3 Failure on the part of the Bidder to provide the information required within the Financial Offer table at 4.5.8 below will result in CIRNAC deeming the Bidder's Offer to be non-responsive, with the Offer being given no further consideration by CIRNAC.
- 4.3.4 For evaluation purposes, the proposed all-inclusive per diem rates as indicated in section 4.5.8 for the initial SOA period and the two option years will be averaged and weighted by work stream type to derive to an average per diem rate.
- 4.3.5 The Bidder's fixed, all-inclusive per diem rates MUST be inclusive of all payroll, overhead costs and profits required to complete the work. Fixed rates are not to be quoted as ranges. Fixed per diem rates should not include such things as travel expenses, living expenses, or transportation for any travel that may be authorized by and should not include GST/HST.
- 4.3.6 Using the Financial Offer table at 4.5.8 below, the Bidder MUST provide firm per diem rate (CAD) for a 7.5 hour day and per Service Category.
- 4.3.7 The Bidder MUST indicate the applicable fixed all-inclusive per diem rate (CAD) for each of the first three (3) years of the SOA three (3) years of the SOA : 1) the initial SOA period, 2) option year 1; and 3) option year 2. Rates proposed for the option years must be equal or greater than rate proposed in the initial contract period.

4.3.8 Financial Offer Table

Stream 1	All-inclusive per diem Rate (CAD)			For Evaluation purpose ONLY/for use by the Contracting Authority	
	upon award until March 31, 2022 (Initial SOA period) A	April 1, 2022 to March 31, 2023 Option year 1 B	April 1, 2023 to March 31, 2024 Option year 2 C	Level of Effort D	Average and weighted Per Diem Rates (A+B+C X D/3)
Research Analysis	\$	\$	\$	11	\$
Research Services	\$	\$	\$	40	\$
Document management	\$	\$	\$	56	\$
Bidder's Evaluation Assessment Value (sum total of averaged per diem rates)					\$

Stream 2	All-inclusive per diem Rate (CAD)			For Evaluation purpose ONLY/for use by the Contracting Authority	
	upon award until March 31, 2022 (Initial SOA period)	April 1, 2022 to March 31, 2023 Option year 1	April 1, 2023 to March 31, 2024 Option year 2	Level of Effort	Average and weighted Per Diem Rates

Request for Standing Offer No. 1000213943

	A	B	C	D	(A+B+C X D/3)
Research Services	\$	\$	\$	40	\$
Document management	\$	\$	\$	56	\$
Bidder's Evaluation Assessment Value (sum total of averaged per diem rates)					\$

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 Stream 1 (RA, RS, DM) Bidders will be ranked in order from highest to lowest Total Score for each Region. Up to seven (7) Standing Offer Awards will be offered, as follows:

- a) up to two (2) in the Vancouver Region
- b) up to two (2) in the Prairie Region
- c) up to two (2) in the Québec Region
- d) up to one (1) in the Halifax Region

Vancouver Region:	Prairie Region:	Québec Region:	Halifax Region:
<i>Bidder 1: \$400,000</i>	<i>Bidder 1: \$400,000</i>	<i>Bidder 1: \$400,000</i>	<i>Bidder 1: \$400,000</i>
<i>Bidder 2: \$350,000</i>	<i>Bidder 2: \$350,000</i>	<i>Bidder 2: \$350,000</i>	

4.4.7 Stream 2 (RS, DM) Bidders will be ranked in order from highest to lowest Total Score for each Region. Up to seven (7) Standing Offer Awards will be offered, as follows:

- a) up to two (2) in the Vancouver Region
- b) up to two (2) in the Prairie Region
- c) up to two (2) in the Québec Region
- d) up to one (1) in the Halifax Region

Vancouver Region:	Prairie Region:	Québec Region:	Halifax Region:
<i>Bidder 1: \$275,000</i>	<i>Bidder 1: \$275,000</i>	<i>Bidder 1: \$275,000</i>	<i>Bidder 1: \$275,000</i>

Request for Standing Offer No. 1000213943

<i>Bidder 2: \$250,000</i>	<i>Bidder 2: \$250,000</i>	<i>Bidder 2: \$250,000</i>	
----------------------------	----------------------------	----------------------------	--

- 4.4.8** 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.

- 4.4.9** CIRNAC reserves the right to refuse any and all Proposals received in response to this RFSO, without incurring any obligation to any Bidder having responded. CIRNAC 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 Resource

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

Research Analysis					
Name:					
Language Capabilities (English and/or French) and degree of fluency (written, oral, and reading comprehension):					
M2 Academic and Professional Attainments An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law.					
Topic Area	Degree Type (Bachelor, Masters, PHD etc.)	Name of Academic Institution	Optional additional Information related to the degree (i.e., Relevant courses)	Year Completed	
M2 and R1 Professional work experience conducting Research Analysis Activities (RA-1 to RA-19) within the past 10 years (as of the distribution / posting date of the RFSO) The professional work experience in the area of Indigenous relations with the Crown must include at least one (1) day of experience in at least three (3) of RA-2, RA-3, RA-4, RA-7, and RA-12, as defined in Annex "A" SOW, section 6.3. <i>Billable days should be rounded down to the nearest full day.</i> <i>Note: The onus is on the Bidder to provide sufficient information in its response to demonstrate that the work is aligned to the cited Research Analysis task. If the Evaluation Committee determines that the description of an activity does not match the corresponding Research Analysis task, the activity will be excluded for consideration against these evaluation criteria.</i>					
Client Organization	Name of Project	Description of Research Activities	Research Analysis Activity	Dates of Experience	Total Billable Days Per Task
Overall Total Demonstrated Billable Days:					
Met minimum billable days?					

Request for Standing Offer No. 1000213943

(i.e. 220 with applicable undergraduate degree OR 880 without applicable degree)	
--	--

Research Services

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

M2 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	Degree Type (Bachelor, Masters, PhD etc.)	Name of Academic Institution	Optional additional Information related to the degree (i.e., Relevant courses)	Year Completed or Dates/Duration (in years/months)

<p>M2 and R1 Professional work experience conducting Research Services Activities (RS-1 to RS-12) within the past 10 years (as of the distribution / posting date of the RFSO)</p> <p>The professional work experience in the area of Indigenous relations with the Crown must include at least one (1) day of experience in at least two of RS-1, RS-3, RS-5, RS-7, RS-9.</p> <p><i>Billable days should be rounded down to the nearest full day.</i></p> <p><i>Note: The onus is on the Bidder to provide sufficient information in its response to demonstrate that the work is aligned to the cited Research Services task. If the Evaluation Committee determines that the description of an activity does not match the corresponding Research Service task, the activity will be excluded for consideration against these evaluation criteria.</i></p>

Client Organization	Name of Project	Description of Research Activities	Research Services Activity	Dates of Experience	Total Billable Days Per Task

Overall Total Demonstrated Billable Days:	
--	--

Met minimum billable days? (i.e. 140 with applicable education OR 320 without applicable degree)	
--	--

Request for Standing Offer No. 1000213943

Table M3 – Project Summary Form:

Bidders may provide additional details as necessary; however projects submitted MUST contain at least the information required in the Mandatory Requirement M3

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

Bidders should indicate on each form whether the project applies to Stream 1 or Stream 2. Bidders who choose to apply on both streams must provide 2 project summaries per stream.

Project Name:	
Client Organization:	
Project Start and End date: (in years/months)	<i>Note: projects must have been completed within the past ten (10) years (as of the distribution/posting date of the RFSO)</i>
Project Scope:	
<i>Describe the project background and the contribution/responsibilities of the bidder in completing the project. Refer to M3 and R2.1 for applicable evaluation factors.</i>	
Tasks completed by the Bidder during the project:	
<i>Describe the tasks/activities undertaken by the resource on the project. Identify how the tasks match up with the activities outlined in Annex "A" SOW clauses, section 6.0. Refer to M3 and R2.2 for applicable evaluation factors.</i>	
Deliverables completed by the Bidder:	
<i>Describe the outcomes/deliverables the resource produced either in 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 number of other resources assigned to the project by the Client authority. Identify how the deliverables provided match up with the deliverables described in the Annex "A" SOW, section 7.0.</i>	
Total Billable Days / Project: <i>Note: The resource must have completed a minimum of 20 days on the project.</i>	<i>Billable days are for this resource only. Billable days should be rounded down to the nearest full day.</i>
Other relevant information	
<i>This section is optional. It can be used to provide additional information.</i>	

Request for Standing Offer No. 1000213943

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 <i><Insert Resource Name></i>	
Project Name:	<i>Bidder/Resource to Insert</i>
I certify that the above named individual completed the work for the above-named project for my organization. The work involved Research Analysis OR Research Services as described in Annex "A" Statement of Work that the above-noted individual has provided to me for my reference.	
Research Category	<i>Bidder/Resource to insert: RA or RS</i>
Task(s) Completed	Project Day(s) Billed
<i>Bidder/Resource to insert</i>	<i>Bidder/Resource to insert</i>
<i>Bidder/Resource to insert</i>	<i>Bidder/Resource to insert</i>
<i>Bidder/Resource to insert</i>	<i>Bidder/Resource to insert</i>
List the deliverables the resource provided to your organization.	<i>Bidder/Resource to insert</i>
Did you receive good value for money from the resource?	
Did the resource adequately and accurately forecast the work for you?	
Did the resource inform you in a timely manner re: changes to schedules?	
Were you satisfied with the quality of the deliverables?	
I would like to provide the following comments with regard to the work provided to my organization on behalf of the above-named Individual for the above-named Project:	
Referee name, title and contact information:	<i>Name</i> <i>Title/Organization</i> <i>E-mail</i> <i>Telephone number</i>
Signature:	
Date:	

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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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) (<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](https://www.canada.ca/en/employment-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, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:

Request for Standing Offer No. 1000213943

- 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 Standing Offer 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
If successful, as a duly authorized representative of (Enter Firm/Contractor Name) I do hereby certify that (Enter Firm/Contractor Name) and all proposed resources that are currently not in possession of a valid Government of Canada Security Screening at the minimum level of Reliability Status agree to be sponsored by the Department to obtain the required Security Screening prior to providing services under any resulting contract.

_____ Name of Duly Authorized Representative (Print)	_____ Signature of Duly Authorized Representative
_____ Title	_____ Date

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

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

6.2 Security Requirements - Classified Information / Secret Clearance

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

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

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

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

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

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

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

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

Request for Standing Offer No. 100213943

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.

STREAM 1

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # 10002013943-R**

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Reliability Status** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until written permission from the security in contracting team of the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Protected B**.
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission from the security in contracting team of CIRNAC/ISC. After permission has been granted, these tasks may be performed up to the level of **Protected B** including an IT Link up to the level of **Protected B**
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of CIRNAC/ISC.
8. Any substitute or alternate resource proposed for this contract:
 - a) must be approved by the Departmental Representative; and,

Request for Standing Offer No. 1000213943

- b) must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.
9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
 10. This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.
 11. The Contractor must comply with the provisions of the:
 - a) Security Requirements Agreement, attached as Annex C; and
 - b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

STREAM 2

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 10002013943-S

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Secret** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid personnel security screening at the level of **Secret** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to **PROTECTED/ CLASSIFIED** and 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 **PROTECTED/ CLASSIFIED** information/assets at their organization's premises until written permission from the security in contracting team of the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of Secret.
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission from the security in contracting team of CIRNAC/ISC. After permission has been granted, these tasks may be performed up to the level of **Secret** including an IT Link up to the level of **Protected B**

Request for Standing Offer No. 1000213943

7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of CIRNAC/ISC.
8. Any substitute or alternate resource proposed for this contract:
 - a) must be approved by the Departmental Representative; and,
 - b) must hold a valid GoC Personnel Security Screening at the level of **Secret**, before gaining access to designated information or assets.
9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
10. This contract only has force or effect for as long as the Security Screening at the level of **Secret** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.
11. The Contractor must comply with the provisions of the:
 - a) Security Requirements Agreement, attached as Annex C; and
 - b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

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.](#)

Request for Standing Offer No. 1000213943

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, 2022.

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:

Bruno Paradis
Senior Contracting and Procurement Officer
Crown-Indigenous Relations and Northern Affairs Canada
Materiel and Assets Management Directorate
10 Wellington Street, 13th Floor
Gatineau, QC K1A 0H4

E-mail address: [Bruno.Paradis2@canada.ca](mailto: Bruno.Paradis2@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)

Request for Standing Offer No. 1000213943

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 Crown-Indigenous Relations and Northern Affairs Canada.

7.8 Number of Standing Offers

CIRNAC seeks to award up to a total of four (14) Standing Offer Agreements (SOAs) to qualified Firms in four (4) Regions, as follows:

1. Prairie Region : up to four (4) Firms,
 - i) up to two (2) for Stream 1
 - ii) up to two (2) for Stream 2
2. Québec Region : up to four (4) Firms,
 - i) up to two (2) for Stream 1
 - ii) up to two (2) for Stream 2
3. Halifax Region : up to two (2) Firms,
 - i) up to one (1) for Stream 1
 - ii) up to one (1) for Stream 2
4. Vancouver Region : up to four (4) Firms,
 - i) up to two (2) for Stream 1
 - ii) up to two (2) for Stream 2

7.9 Call-up Allocation

- 7.9.1** Call-ups for the delivery of the services will be awarded by CIRNAC to the Contractor(s) who, in CIRNAC'S exclusive opinion, can best render the required services, based on the location of the services to be rendered to a possible allocation of up to \$400,000.00 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.

Request for Standing Offer No. 1000213943

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

Request for Standing Offer No. 1000213943

- 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 (SRCL)
- j) Annex D - Independent Bid Determination Certification
- k) Annex E - Language Certification
- l) the Offeror's offer dated (TBD at SOA award)

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 the province of Quebec, Ontario, British-Columbia, Nova Scotia or Alberta (To be determined at Standing Offer Agreement award).

7.17 SACC Manual Clauses

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

PART 8 - 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.

8.1 Statement of Work

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

8.2 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>.

8.2.1 General Conditions

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

8.2.2 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.

8.2.3 SACC Manual Clauses - Removed

8.3 Term of Contract

8.3.1 Period of the Contract

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

8.4 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.

8.5 Payment

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

8.5.1 Basis of Payment

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

8.5.2 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

Request for Standing Offer No. 100213943

the Basis of Payment in Annex B, to a limitation of expenditure of \$ _____ (at SOA award).
Applicable taxes are extra.

8.5.3 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)

8.5.4 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.

8.5.5 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)

8.5.6 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

Request for Standing Offer No. 1000213943

- 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.

8.5.7 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.

8.5.8 Electronic Payment

Method of invoice payment by **CIRNAC/ISC** 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 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.

8.5.9 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).

8.6 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

Request for Standing Offer No. 1000213943

8.7 Insurance - Removed

8.8 SACC Manual Clauses - Removed

8.9 Federal Contractors Program for Employment Equity - Default by the Contractor - Removed

8.10 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 solitarily liable for the performance of the Contract.

APPENDIX “A” SCENARIOS

Research Analysis Scenario (English)

Fort Good Hope First Nation Statement of Claim

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 defense and will ensure Canada meets its legal obligation to disclose all relevant documents in its control/possession.

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 key 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) and;
- the methodology for reviewing the sources, copying relevant documents, identifying and removing duplicates and entering images or native format versions into a database.

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

Fort Good Hope First Nation v Attorney General of Canada

Summary of Pleadings

The Plaintiffs, Fort Good Hope First Nation, are located in the province of Saskatchewan and are signatories to Treaty X (1890). The plaintiffs claim that a reserve the “Green Valley reserve” was set aside for them in 1892 in accordance with Treaty X but in 1895 the band was forced to move to a new reserve 500 km away. The plaintiffs claim that the Crown breached its fiduciary duty by disposing of the validly established “Green Valley Reserve” without obtaining a surrender of the plaintiffs’ interest according to the Indian Act. The plaintiffs claim damages, for the loss of Green Valley Reserve, loss of mineral rights, breach of fiduciary duty and costs of the action.

The action was originally filed as a Specific Claim in 1995. The First Nation and Canada held periodic settlement discussions, but the First Nation ended the negotiations in 2005 due to lack of progress.

APPENDIX “A” SCENARIOS

Scénario pour analyse de la recherche (français)

Déclaration de la nation du Fort Bon Espoir

Introduction et Directives

Cet exercice a pour but d'évaluer les aptitudes du soumissionnaire à créer un plan de recherche pour identifier et recueillir tous les documents relatifs à une cause fictive. 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 les documents pertinents en sa possession.

Le soumissionnaire doit rédiger un plan de recherche (d'un maximum de 5 pages) sur la base des faits entourant la cause fictive ci-dessous

Le document devrait mentionner les éléments suivants :

- L'étendue de la recherche (période de temps historique et éléments clés)
- Les critères qui détermineront la pertinence des documents qui seront retenus (comment le chercheur déterminera si le contenu d'un document est pertinent aux éléments clés, quel(s) types de documents ou d'information seraient pertinents)
- Les sources à être consultées (ne pas donner de numéros de fichiers) et;
- La méthodologie à employer pour la consultation des sources, pour la transcription des documents pertinents, pour l'identification et le retrait des duplicatas et pour l'entrée d'images ou d'autres versions en format original dans une base de données.

NOTE: Même si la nation de Fort Bon Espoir et les événements sont fictifs, les sources et les types de documents devraient être considérés comme étant ceux qui existent dans le contexte actuel des Premières Nations.

La cause

Nation du Fort Bon Espoir c. Le procureur général du Canada

Sommaire de la cause fictive

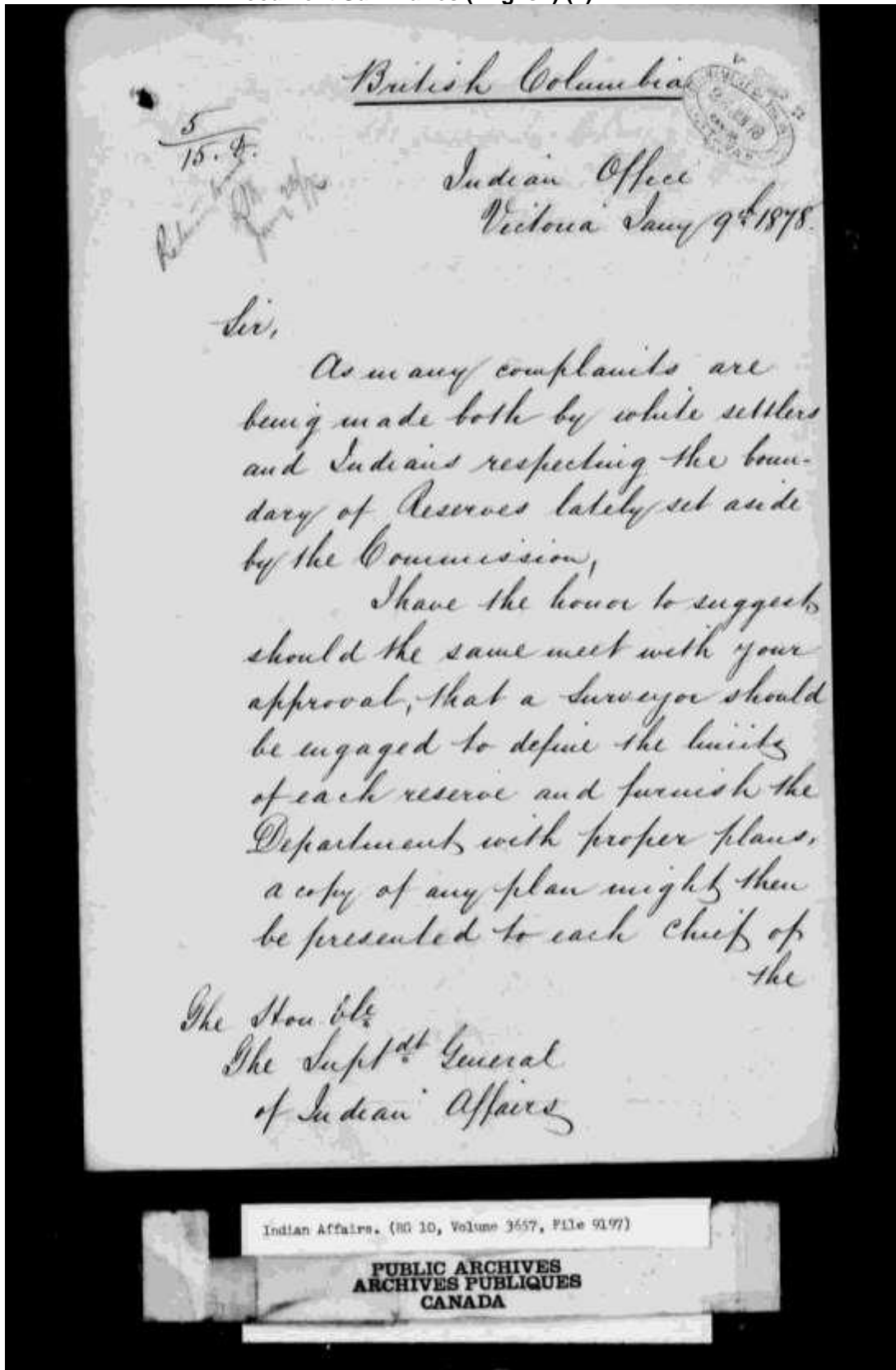
Le Demandeur, la Nation Fort Bon Espoir, occupe un territoire de réserve – la réserve Rivière-au-Saumon - situé sur la rive sud du fleuve Saint-Laurent aux environs de Sorel.

En vertu de la loi de 1851, la Couronne a réservé en 1857 30 km² de terre dans le comté de Richelieu et a créé la réserve Rivière-au-Saumon pour l'usage exclusif de la Nation Fort Bon Espoir. En 1895, 10km² de terre de la réserve ont été vendus aux enchères à une compagnie forestière, la Richelieu Timber Company. La Nation Fort Bon Espoir maintient que les conditions de la vente des 10km² de la réserve à la Richelieu Timber Company n'ont pas respecté les demandes de la Nation Fort Bon Espoir. Cette dernière allègue qu'elle n'a jamais voté en faveur de la vente des terres. La Nation Fort Bon Espoir réclame à la Couronne des dommages et intérêts pour manquement à ses obligations fiduciaires, pour la perte des droits de la coupe du bois et des profits liés à la vente du bois ainsi que les coûts des procédures judiciaires.

La Première Nation a initialement soumis une revendication particulière au ministre des Affaires Indiennes en 1995. La Première Nation et la Couronne ont tenu quelques discussions pour en arriver à un règlement mais la Première Nation a mis fin aux négociations en 2005 faute de progrès.

APPENDIX "A"
SCENARIOS

Document Summaries (English) (1)



British Columbia

5/15.8.
R. H. [unclear]

VICTORIA B.C.
JAN 10 1878

Indian Office
Victoria Jan 9 1878

Sir,

As many complaints are being made both by white settlers and Indians respecting the boundary of Reserves lately set aside by the Commission,

I have the honor to suggest, should the same meet with your approval, that a surveyor should be engaged to define the limits of each reserve and furnish the Department with proper plans, a copy of any plan might then be presented to each chief of the

The Hon.ble
The Supt^t General
of Indian Affairs

Indian Affairs. (RG 10, Volume 3657, File 9177)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

APPENDIX "A"
SCENARIOS

the Reserve located for his tribe.

At present, although a Surveyor accompanies the Commission, I am informed at the expense of the Department, his duty consists in advising them as to lands that may be open to reservation.

Indians complain that the boundaries have not been pointed out to them, and in some sections where there are white settlers, complaints are made by them that their lands are claimed by Indians to be included in the new Reserve.

The plans accompanying the Minutes of decision given by the Commission are of no service for the purpose I allude to.

I presume now that no particular

Indian Affairs. (RG 10, Volume 3657, File 9197)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

APPENDIX "A"
SCENARIOS

particular basis of acreage has been adhered to, the subdivisions of certain reserves formerly contemplated will not be carried out, but it is highly important that precise boundary lines should be clearly defined for every reserve and pointed out to the Indians, in order to stop disputes which are otherwise certain to multiply.

I suppose therefore that the employment of a Surveyor will be necessitated. Should this be the case, I have no doubt that immediate action in the matter will greatly facilitate the administration of Indian affairs by the Department here.

I have the honor to be

Sir,

Your obed^t Serv^t

J. W. Powell
Indian Superintendent.

Indian Affairs. (RG 10, Volume 3657, File 9197)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

APPENDIX "A"
SCENARIOS

(2)

File No. 600403.

Abitibi Indian Agency,
Amos, Que., August 6 th, 1946.

To The Indian Affairs Branch,
Ottawa, Ont.

Re: Magisterial Jurisdiction.

I must refer you to yours dated April 26th, 1946
and March 2nd, 1946, Files No. 4-74 & No. 39-74-2

Yesterday, over three cases, the following points
or ruling were given:-

The Mounties had 3 cases, they declared complaints
before me and demanded that I hear the cases, on arrival at
Court House, the solicitor representing the accused three Barrier
Indians, informed he had demanded Magistrate Allard (District,
residing Magistrate) to hear them, Magistrate Allard arrived
and informed he was to hear the cases and made the following
observations:-

1. In the Province of Quebec, that the justice administration
was a matter for the province not the Federal.
2. When he was present, no Indian Agent, or Justice of peace
could hear cases.(sitting)
3. That the complaints should have been declared before him.
4. Also observed that when the "Magistrate is present" or
other Magistrate, it was the practice in Quebec, that
automatically or words to that effect cases had to be
referred to the Magistrate.

His claim was not disputed, he heard the cases
and they accepted that the Mounties act as prosecutor in
these cases.

During the hearing of one case over intoxication
normally speaking, intoxication was proven, but this
Magistrate raised the point that, a person could become
intoxicated by appearance, over eating, tired, heart trouble etc.
finally this case was dismissed and he added that on
intoxication at times it would be better to establish a
scientific proof.

If we keep future cases in mind and definition of
intoxication like in this case, Section No 135 is almost of no
value and it follows that Article No. 137 cannot render the
service intended.

By applying the observations made by Magistrate
Allard, it follows difficulties will increase in the following:-

1. When he is absent it is already a habit from the part of
solicitors to demand adjournment, object, the cases being heard
by the Indian Agent, and from adjournment it is usually worked
out, for a date for the Magistrate to be present and the so
called practice of Quebec calls for the case to be heard by
the Magistrate.

Indian Affairs. (RG 10, Volume 3236, File 600,326)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

APPENDIX "A"
SCENARIOS

- 2 -

2. This practice, involve also that before the Magistrate the Mounties have not a solicitor and liable to cause the case to be dismissed.

These methods I consider have one bad effect on the Indians and further it does not support the law enforcement, to the limit possible, to fight the worst enemy of the Indians, liquor or intoxicants in various forms, further liquor I feel is more serious among Indians, than tuberculosis, for from it we can trace nearly all their troubles.

Like the opinion given on intoxicants, I maintain it is more or less trying to "split a hair in 4".

To settle the matter it appears a strong legal opinion should be secured, mainly on the following points:-

1. When the Magistrate is in town, or sitting, has he the sole right to hear cases?
2. When a solicitor demand an adjournment, for various reasons, on date fixed for hearing the case, if it happens, that the Magistrate is sitting, can he insist that the case be transferred to the Magistrate for continuation or hearing?

I am fully aware that when Indians appear before Justice of peace and Magistrate, they don't act the same and on points raised like intoxication, by over eating, etc., if they can get away by dismissal, I am sure it will destroy the prestige of the Mounties, and further destroy our WELFARE WORK AND MEDICAL WORK to a great extent.

Another important point which was raised over these Barriere cases, was patented medicine like PAINKILLER, is it an intoxicant when used as medicine? Is it an intoxicant at any time? It was stated by solicitor Barbee, all merchants are allowed to sell it, as medicine, why is it claimed to be an intoxicant?

Hearing cases more so in Abitibi Agency, it is a strain on the agent, for there is many, more or less, at the "epidemic stage" during summer months, however I do not see that an Agent can avoid it, however it is a waste of time, to continuously have to put up with delays caused by endless discussions over Magistrate, Justice of peace and Indian Agent rights,

Personally I feel if the Mounties demand that the case be heard by the Indian Agent, it is their right, however if an accused demand to be heard by the Magistrate and solicitor insist on it, can he be refused or denied that demand?

H. Lariviere.

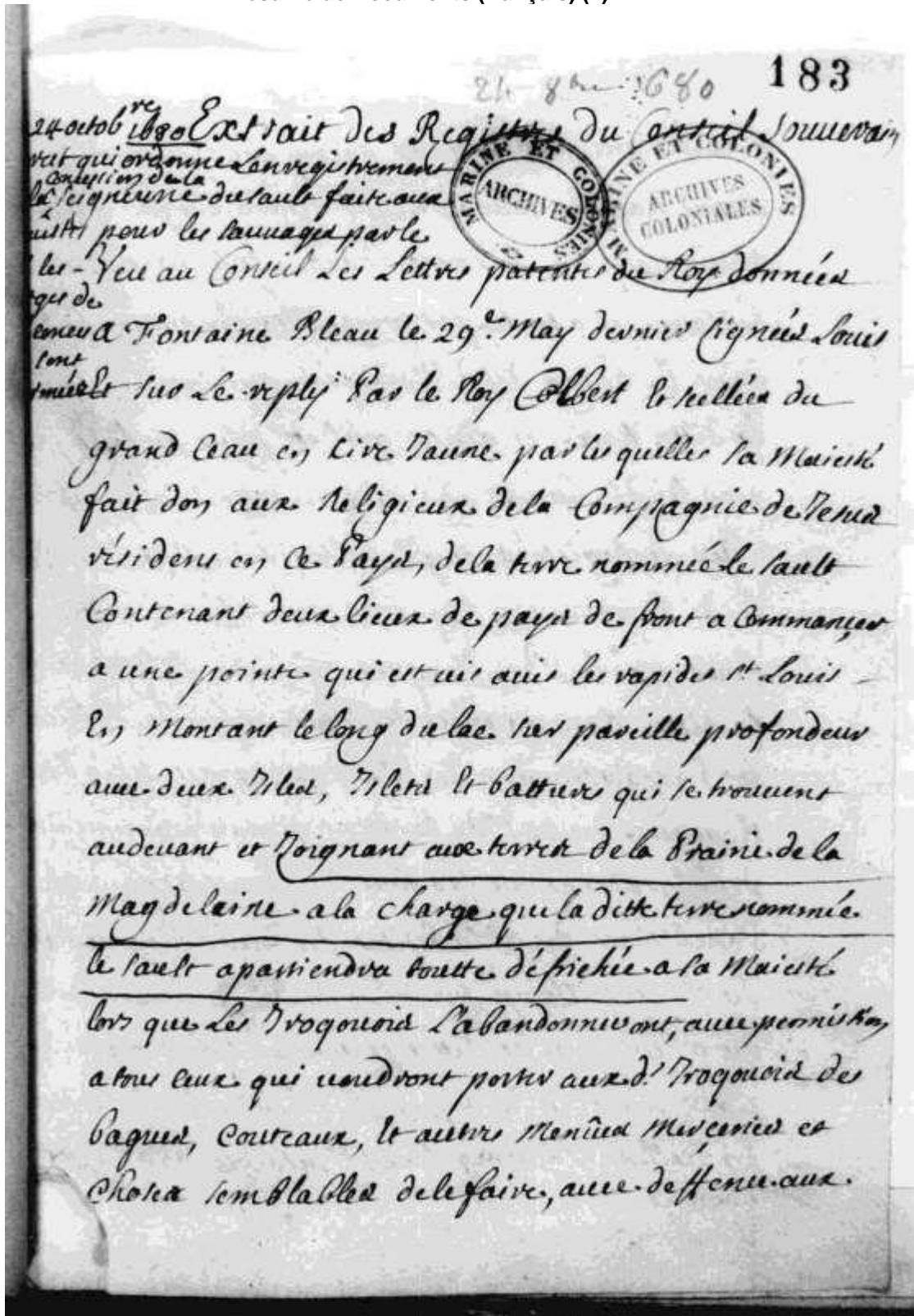
Indian Agent.

Indian Affairs. (RG 10, Volume 3236, File 600,326)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

APPENDIX "A"
SCENARIOS

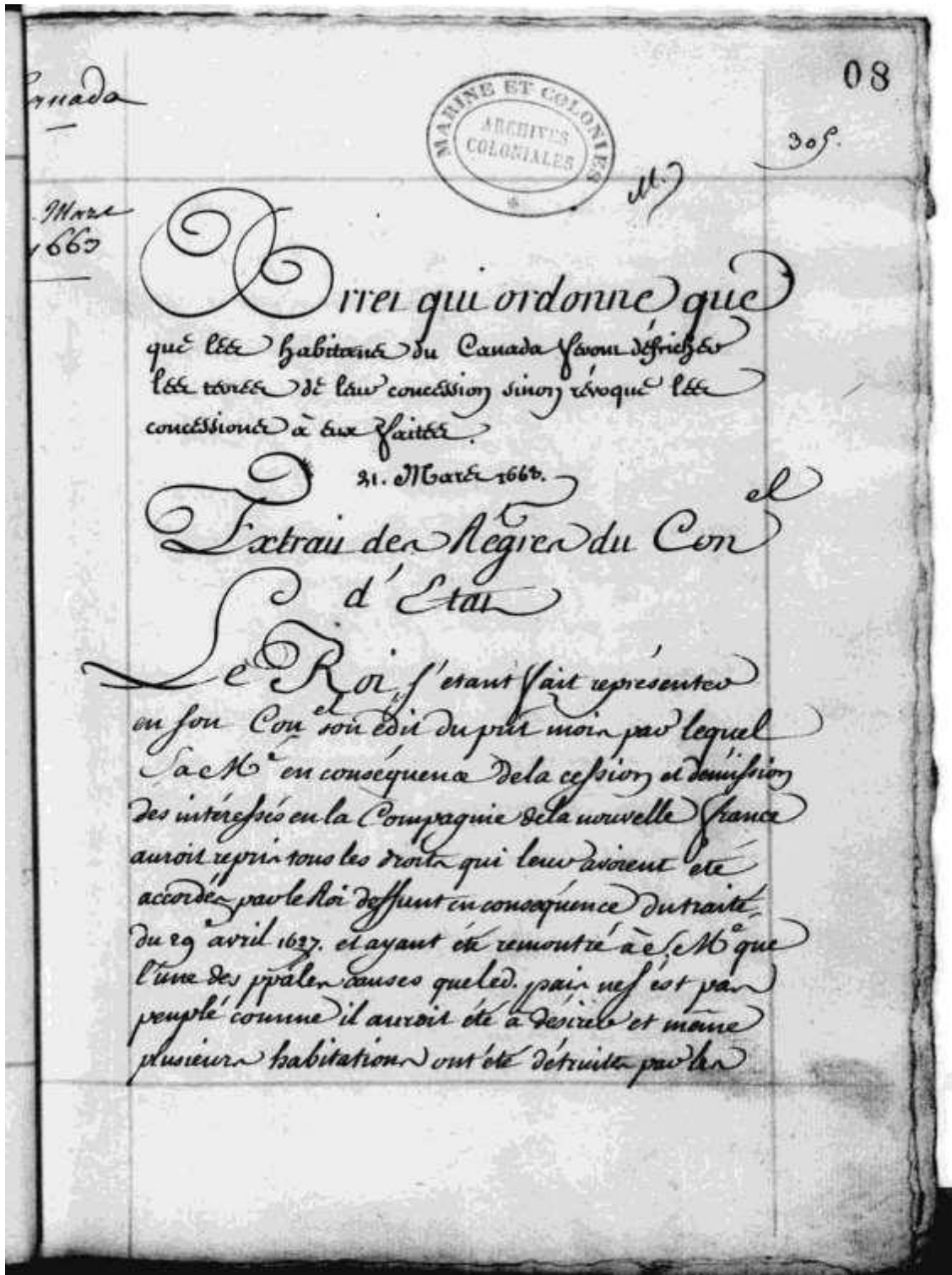
Résumé de Documents (français) (1)



APPENDIX "A"
SCENARIOS

8541
1798

françois qui s'habitent ou parmi les d.^s Algonquins et
autres Nations sauvages qui s'établiront sur la dite
terre nommée le sault d'auoir le tenir auens
bestiaux, et a toute personne d'habiter auens
dans le bourg des d.^s Algonquins, qui sera basty dans
la dite terre, et ainsi qu'il est plus au long pres-
par les d.^s Lettres adressées en cette Cour pour les
lire et registrées, et faire voir du contenu en des
les d.^s Exposants, Requête présentée en cette dite
Cour par le Pere Naquet Frémis Religieux de
la dite Compagnie de Jesus afin de Publication
et Inregistrement des d.^s Lettres, Arrêt sur la dite
Requête du 22.^e de ce mois portant communication
des d.^s patents au substitut du Procureur Général
Conclusions du d.^s substitut du Proc.^g d'ici, Le Rap-
port de M.^r Devilleux premier Con.^g Cour Considéré
dit a été que les dites patents seront registrées
pour voir le Vray par les Impetrans du contenu
en celles et Dubeg le 24.^e octobre 1680. signé
Poupart
Pour Copie Bautruil.



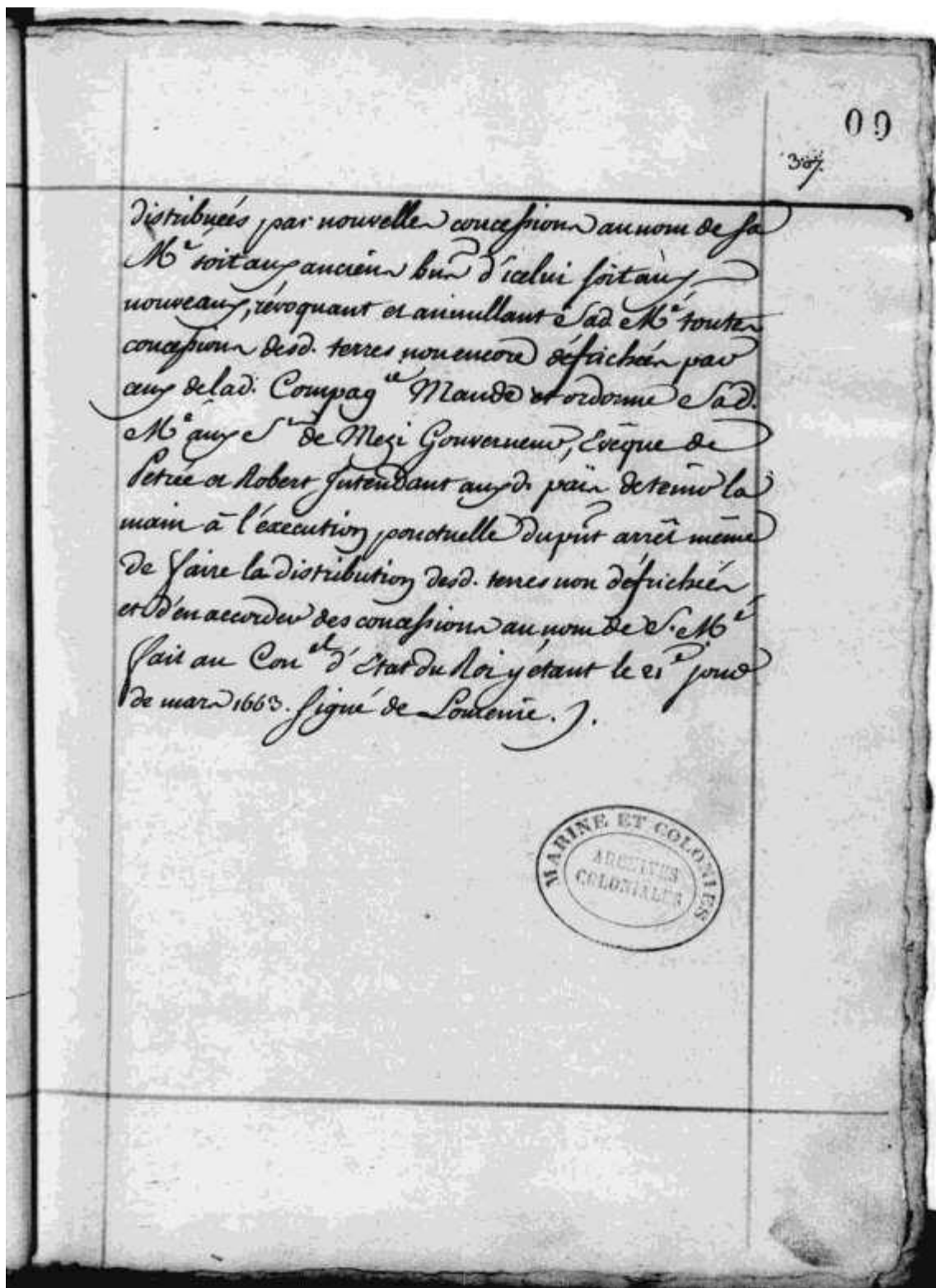
APPENDIX "A"
SCENARIOS

306.

Frequoin provient de concessions de grande quantité
de terres qui ont été accordées à tous les part^{rs} bon
dud. pais, lesquelles n'ayant jamais été et n'étant
pas en pouvoir de défriquer et ayant établi leur
demeure dans le milieu des terres ils se font par
ce moyen trouves fort éloignés les uns des autres
et hors d'état de se secourir et s'assister et même d'être
secourus par les off^{rs} et soldats des garnisons de
Lebec et autres places dud. pais et même il se trouve
par ce moyen que dans une fort grande étendue de
pais, le peu de terres qui se trouvent aux environs de
demeure des domatians se trouvent défriquées et le
reste hors d'état de pouvoir jamais être à qui
étant néces^{re} de pouvoir S. M^{te} ou son Con^{seil}
a ordonné et ordonne que dans six mois du jour
de la publication du présent arrêt dans led. pais tous
les part^{rs} bon d'icelui seront défriquer toutes les
terres contenues en leurs concessions sinon et à faute
de ce faire led. temps passé ordonne S. M^{te} que
toutes celles qui se trouveront en friche seront

MIKAN 2318403 (p.2)

APPENDIX "A"
SCENARIOS



MIKAN 2318403 (p.3)

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

Field name	Protocol
Title	<p>Type the title of the document as it appears on the document.</p> <p>Include the full title of the document. Note that this field has a limit of 255 characters. If you run out of room, continue in the full title field. Copy the data from the title field into the full title field and then add the rest of the title.</p> <p>Leave the field empty if there is no title.</p> <p>List the complete title or Re: line a single line even if it has multiple lines in the document.</p> <p>Do not include “Re:” or “Subject” in the field.</p>
Type	<p>There should only be one document type per document.</p> <p>Use only the pick list to ensure consistency (see table below for list of document types and descriptions).</p> <p>Attachments coded as separate records should have their own document type.</p>
Features	<p>Indicates descriptive characteristics about a document, but is not meant to capture the type of document.</p> <p>Use the pick list. If you need to code for more than one item in the pick list, click on the blue type “Features” and another “Features” field will pop up in the template.</p> <p>Do not code for duplicate or variant while tombstone coding. This is a separate and distinct task.</p>
Main Date	<p>This is the exact date of the document. The format is MM/DD/YYYY.</p> <p>If the document does not have an exact date (i.e. it has only a fuzzy date), wherever possible estimate a date by where it sits on the file, document contents, etc. for proper sorting and chronological purposes.</p> <p>There is no need to describe in another field your rationale for determining the assigned date.</p> <p>If the date is fuzzy, estimate the date and use the following:</p> <p>If no date can be estimated, leave the field blank (however, at least an estimated year should be attempted to be determined in most cases).</p> <p>When only the year can be estimated, use 1/1/YYYY. Code the Estimated Date field with “Yes”.</p> <p>When only the month and year can be estimated, use M/1/YYYY. Code the Estimated Date field with “Yes”.</p>
Estimated Date	<p>The field is to be used in conjunction with the Main Date field, but is only required for documents that have an estimated date. The pick list for field contains “Yes” and “No”. It should be coded with “Yes” for documents that have estimated dates (it does not need to be coded with “No” for documents that have specific/complete dates).</p>
Coder Flag	<p>Temporary “to be checked” type field not an analysis of contents.</p> <p>Field must be regularly reviewed by the research consultant assigned to database liaison duties and problems resolved.</p> <p>After problems have been addressed, the fields should be cleared.</p>
CIRNAC/ISC Coded By	<p>Use the pick list. Populate only after your coding is complete and any issues raised in the Coder Flag field have been addressed.</p>

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

Field name	Protocol
Full Title	Use only if you run out of room in the Title field (which has a maximum of 255 characters). Copy the data from the title field into the full title field and then add the rest of the title.
Related Cases	For each document, this field is to be populated with the names of all of the cases to which it is relevant (it must be ensured that all documents within a parent and attachment[s] bundle are populated the exactly the same, i.e. document bundles must remain intact and cannot be separated); use the pick list. This only needs to be used when there are related cases.
People	<p>Do not use punctuation of any kind.</p> <p>Enter the name and position of the person(s) who authored the document. E.g. SIDDON Tom (Minister).</p> <p>Last name all caps, full given names if available (mixed case), otherwise use initials (all caps, with a space between initials). (The formatting for people should be discussed with DOJ at an initial case/database meeting. Consideration should be given to the formatting used in databases for related cases to keep future data exchange as consistent as possible.)</p> <p>If illegible or unknown name of person, leave blank.</p> <p>Positions are within parentheses (mixed case).</p> <p>Do not use acronyms/ abbreviations for positions, even if abbreviated in document. Type full name of position.</p> <p>If position is unknown or illegible, leave blank.</p> <p>If author is unknown, but position is known, use just the position in parentheses. E.g. (Minister).</p> <p>Do not use titles such as Mr., Mrs., Dr., etc.</p> <p>Signature block rules - Individual who is typed at the bottom of the document is considered the author even if another individual signed for them.</p> <p>Once person is entered into the database, re-use the Ringtail entry through the person search in the people/orgs coding section of the coding form.</p> <p>Cc's should not be coded.</p> <p>People can be inferred through the coder's knowledge of the case and other case documents. A common-sense approach is to be used. DOJ's preference is to limit, as much as possible, variations for each particular person, while at the same time understanding that some variations will be necessary as people's positions often change over time and as some documents do not contain complete information.</p>

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

Field name	Protocol
Organization	<p>Enter the department and/or company of the person(s) who authored the document (mixed case). E.g. Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC).</p> <p>If illegible or unknown, leave blank.</p> <p>Separate various portions of the organization’s description with a comma. E.g. BC Region, Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC).</p> <p>Do not use acronyms/abbreviations for organizations, even if abbreviated in the document. Type the full name of organization.</p> <p>For Band Council Resolutions, code the Band/FN as the author, and leave the recipient empty (e.g. Moosomin First Nation).</p> <p>Use the “Between” function for People/Orgs for document types like agreements. In most cases, only the organizations will be required (i.e. signatories should not be included; rather it is the parties to the document that should be coded).</p> <p>Organizations can be inferred through the coder’s knowledge of the case and other case documents. A common-sense approach is to be used. DOJ’s preference is to limit, as much as possible, variations for each particular organization, while at the same time understanding that some variations will be necessary as organization’s names often change over time and as some documents do not contain complete information.</p>
People/Orgs Relationships	<p>Create relationships as required between the people and organizations. Once the relationship is entered into the database, re-use the Ringtail entry through the person or organization search in the people/orgs coding section of the coding form.</p> <p>People/Orgs Relationships can be inferred through the coder’s knowledge of the case and other case documents. A common-sense approach is to be used. DOJ’s preference is to limit, as much as possible, variations for each particular People/Orgs Relationship, while at the same time understanding that some variations will be necessary as People/Orgs Relationships often change over time and as some documents do not contain complete information.</p>
Coding Specific to Email Chains	<p>Email chains should be kept intact as one document (i.e. no break-up is required).</p> <p>The Type will be “Email Chain” (if it is just a single email, the Type will be Email).</p> <p>The author (People From) will be coded as the author in the last email (the most recent date) of the chain.</p> <p>The recipient (People To) will be coded as the recipient in the last email (the most recent date) of the chain.</p> <p>The Main Date will be the date of last email (the most recent date) of the chain.</p> <p>The previous emails in the chain will be coded in the summary field, in a succinct manner. E.g.:</p> <p style="padding-left: 40px;">Jones A to Black R - June 26, 2019 White J to Jones A - June 26, 2019 Black R to White J and Jones A - June 25, 2019</p>

**ANNEX “A”
STATEMENT OF WORK**

SW1.0 TITLE

Crown-Indigenous Relations and Northern Development Canada - Litigation Management Oversight Directorate – Litigation Research Analysis, Litigation Research Services and Document Management Services Standing Offer Agreement (Individuals).

SW2.0 BACKGROUND

The Litigation Management Oversight Directorate, CIRNAC and CIRNAC/ISC’s sector LMUs develop and coordinate, in conjunction with Justice Canada and other government departments, CIRNAC/ISC’s positions on policy, technical issues and legal positions related to all litigation against the Crown where CIRNAC/ISC is the Department responsible for the impugned actions, as well as all litigation that the Crown brings against others on behalf of CIRNAC/ISC. 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 CIRNAC/ISC Program personnel and various professionals within the field.

SW3.0 OBJECTIVES

- 3.1 The Directorate seeks Individuals to work with the Directorate 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 CIRNAC/ISC litigation, to create document collections, document databases, bibliographies, reports, file summaries, map/survey collections and provide other related research services.
- 3.2 Individuals shall be capable of providing services in all three (3) service areas for Stream 1 or two (2) service areas for Stream 2. The above services are required in the following service areas:
- Stream 1:
- d) Research Analysis;
 - e) Research Services; and
 - f) Document Management Services.
- Stream 2:
- c) Research Services; and
 - d) Document Management Services.
- 3.3 CIRNAC intends to award up to fourteen (14) Standing Offer Agreements (SOAs) as follows:

ANNEX "A"
STATEMENT OF WORK

- a) up to four (4) in the Prairie Region,
 - i) up to two (2) for Stream 1
 - ii) up to two (2) for Stream 2

- b) up to four (4) in the Québec Region, and
 - i) up to two (2) for Stream 1
 - ii) up to five (2) for Stream 2

- c) up to two (2) in the Halifax Region.
 - i) up to one (1) for Stream 1
 - ii) up to one (1) for Stream 2

- d) up to four (4) in the Vancouver Region,
 - i) up to two (2) for Stream 1
 - ii) up to two (2) for Stream 2

SW4.0 DEFINITIONS AND APPLICABLE DOCUMENTS

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

<u>Term/Acronym</u>	<u>Definition</u>
----------------------------	--------------------------

Halifax Region	For the purposes of this SOA, the Halifax Region shall be defined as the area within 75 km of the Library and Archives Canada Service point located at 1055 Marginal Road, Halifax, Nova Scotia.
-----------------------	--

Prairie Region	For the purposes of this SOA, the Prairie Region shall be defined as either the area within 75 km of the Calgary CIRNAC/ISC office located at 220 4th Ave SE, Calgary, Alberta, or the area within 75 km of the Winnipeg service point of Library and Archives Canada located at 1700 Inkster Boulevard, Winnipeg, Manitoba.
-----------------------	--

Call-up	Under a valid SOA, a document prepared by the CIRNAC Project Authority and issued by the CIRNAC Contracting Authority to the Contractor, through which CIRNAC will acquire the required services; and which will contain requirements for the provision of said services, which will be consistent with the Statement of Work, and may consist of any combination of the required services and deliverables defined in SW6 - Scope of Work and SW7 - Deliverables.
----------------	--

Upon acceptance of the Call-up by the Contractor, the Call-up forms a binding agreement.

**ANNEX “A”
STATEMENT OF WORK**

Term/Acronym Definition

Directorate	Litigation Management Oversight Directorate
Contracting Authority	The Contracting Authority will be the sole authority on behalf of Canada for the administration and management of this SOA. Any changes to the SOA must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of the SOA based on written requests from any government personnel other than the Contracting Authority.
Contractor	The qualified Offeror awarded a SOA pursuant to the competitive selection process, and which has been awarded a Call-up.
CIRNAC	Crown-Indigenous Relations and Northern Affairs Canada.
DM	Document Management.
GoC	Government of Canada.
ISC	Indigenous Services Canada
Project Authority	A person, occupying a specific position within CIRNAC or ISC 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 CIRNAC or ISC.
Québec Region	For the purposes of this SOA, the Quebec Region shall be defined as either the area within 75km of the Bibliothèque et Archives nationales du Québec (BAnQ) Grand Bibliothèque located at 475, boulevard De Maisonneuve Est, Montréal, Québec, or the area within 75 km of the BanQ Québec located at 1055, avenue du Séminaire, Québec City, Québec.
RA	Research Analysis.
RS	Research Services.
Sector LMUs	Sector Litigation Management Units. The following sectors have LMUs: Treaties and Aboriginal Government, Resolution and Individual Affairs, Lands and Economic Development/Regional Operations, and Education and Social Development Partnerships and Programs.

**ANNEX “A”
STATEMENT OF WORK**

Term/Acronym Definition

SOW Statement of Work.

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

Vancouver Region For the purposes of this SOA, the Vancouver Region shall be defined as the area within 75km of the ISC/CIRNAC Regional office located at 1138 Melville Street, Vancouver, British Columbia.

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

Appendix B - Tombstone Coding Protocol Guide; and

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 Directorate is in Gatineau, Quebec. The Directorate operates within a standard office environment.

5.1.2 The Directorate and Sector LMUs also has branch offices in Calgary, Alberta, and Vancouver, B.C.

5.1.3 CIRNAC'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 CIRNAC has records and archival repositories relevant to this requirement in Vancouver, Calgary, Gatineau, and Quebec City.

5.2 *Technical Environment*

5.2.1 CIRNAC's current desktop software is Microsoft Office 2010 and above.

5.2.2 CIRNAC's current database software is Ringtail 8.6 and above.

SW6.0 SCOPE OF WORK

ANNEX "A"
STATEMENT 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/fiche 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;

ANNEX "A"
STATEMENT OF WORK

- 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 CIRNAC 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) for each file reviewed and, if required, enter the file summary and other data about the file information 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;

ANNEX "A"
STATEMENT OF WORK

- 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 Ringtail fields or Excel document as specified by the Project Authority (see Tombstone Coding Protocol Guide in Appendix B);
- 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;
- 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

ANNEX "A"
STATEMENT OF WORK

Authority. Unless otherwise specified, the soft copy shall be provided in the current version of CIRNAC'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 CIRNAC's approved litigation case management software (Ringtail).

- 7.2 In accordance with the activities defined in SW6 'Scope of Work' and the specific requirements of any Call-up under the Standing Offer, the Contractor shall submit the following to the Project Authority:
 - 7.2.1 A research plan, prepared in accordance with RA-2 and incorporating any information uncovered through RA-1;
 - 7.2.2 A statement of claim/reference analysis and an indexed compilation of documents relied upon to accompany such report prepared in accordance with RA-5;
 - 7.2.3 A research report and an indexed compilation of documents relied upon to accompany such report, prepared in accordance with RA-7;
 - 7.2.4 Background documentation, updates and briefing materials, in accordance with RA-9 and RA-15;
 - 7.2.5 Analytical status reports, in accordance with RA-14;
 - 7.2.6 Instructions and/or guidelines for the creation and administration of a database system, in accordance with RA-16;
 - 7.2.7 A compilation of all relevant documentation, which has been reviewed, annotated, and summarized, in accordance with RS-4, RS-5, and RS-6;
 - 7.2.8 File summaries (records researched), in accordance with RS-4;
 - 7.2.9 Transcribed copies of illegible documents, in accordance with RS-6;
 - 7.2.10 Status reports, in accordance with RS-11;
 - 7.2.11 Document set(s) which have been copied, organized, labelled and otherwise processed, in accordance with DM-1 and DM-2;
 - 7.2.12 Updated databases and/or completed input documents for the database, in accordance with RA-16 and DM-3;
 - 7.2.13 Document set(s) which have been scanned in accordance with DM-7;
 - 7.2.14 Electronic document sets as a result of any related DM activities;
 - 7.2.15 Results from use of Ringtail software analytics, in accordance with RA-18; and
 - 7.2.16 Any other documents, reports, or analyses developed, or other deliverables related to the Scope of Work herein, as described in any resultant Call-up(s);
- 7.3 All Deliverables shall be in hard-copy, electronic, or both, as required and as identified by the Project Authority. Any and all electronic deliverables must comply with the departmental software standards as identified in 5.2.1 above.

**ANNEX “A”
STATEMENT OF WORK**

SW8.0 RESOURCE REQUIREMENTS

- 8.1 The Contractor shall provide a single (1) Resource 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 will be permitted to conduct work as any of the other Resource Categories and a Resource qualified in Research Services will be permitted to conduct work in Document Management.

Resource Category	Minimum Resource Qualifications
Research Analysis (Stream 1)	<ul style="list-style-type: none"> ➤ An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law; <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> ➤ Two hundred and twenty (220) billable days of full-time professional work experience (within the last 120 months as of the distribution and posting date of this RFSO) conducting Research Analysis related activities (other than database research), as defined in the Statement of Work, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools. <p>OR</p> <ul style="list-style-type: none"> ➤ Eight hundred and eighty (880) billable days of full-time professional work experience (within the last 120 months as of the distribution and posting date of this RFSO) conducting Research Analysis related activities (other than database research), as defined in the Statement of Work, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools. <p>***The professional work experience must include some experience in at least three of RA- 2, RA-3, RA-4, RA-7, and RA-12, 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><i>Note: Billable days should be rounded down to the nearest full day.</i></p>

ANNEX "A"
STATEMENT OF WORK

Resource Category	Minimum Resource Qualifications
<p>Research Services (Stream 2)</p>	<ul style="list-style-type: none"> ➤ Two (2) years or four (4) complete semesters of full-time, post-secondary education in a relevant discipline such as but not necessarily limited to history, native studies, or law; <p style="margin-left: 20px;">AND</p> <ul style="list-style-type: none"> ➤ One hundred and forty (140) billable days of full-time professional work experience (within the last 120 months as of the distribution and posting date of this RFSO) 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 style="margin-left: 20px;">OR</p> <ul style="list-style-type: none"> ➤ Three hundred and twenty (320) billable days of full-time professional work experience (within the last 120 months as of the distribution and posting date of this RFSO) 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 style="margin-left: 20px;">***The professional work experience must include some experience in at least two of RS-1, RS-3, RS-5, RS-7, RS-9.</p> <p style="margin-left: 20px;">“database research” - research conducted solely on internal databases of documents where original research completed by others.</p> <p style="margin-left: 20px;"><i>Note: Billable days should be rounded down to the nearest full day.</i></p>

**ANNEX “A”
STATEMENT OF WORK**

Resource Category	Minimum Resource Qualifications
Language Requirements (Streams 1 and 2)	<p>For all Resource Categories above, the following Language Requirements apply:</p> <p>Resources qualified in Prairie Region must be capable of providing Services in English, or bilingually (English and French);</p> <p>Resources qualified in Québec Region must be capable of providing Services in French, and bilingually (English and French);</p> <p>Resources qualified in Halifax Region must be capable of providing Services in English, or bilingually (English and French).</p> <p>Resources qualified in Vancouver Region must be capable of providing Services in English, or bilingually (English and French);</p>

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 CIRNAC in relation to any resultant Call-up(s) shall be undertaken in accordance with all applicable Acts, Codes,

**ANNEX “A”
STATEMENT OF WORK**

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 CIRNAC’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;

ANNEX "A"
STATEMENT OF WORK

- 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), CIRNAC will provide:
 - 13.1.1 Access to the Project Authority and/or other CIRNAC 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 CIRNAC premises; to research databases (including both local and remote); and to meet with CIRNAC subject matter experts and other personnel. The Department will also facilitate cooperation with other sector and regional CIRNAC 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) Prairie Region
 - b) Québec Region
 - c) Halifax Region
 - d) Vancouver Region
- 14.1.3 Unless on-site work and/or meetings at CIRNAC 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.

ANNEX "A"
STATEMENT OF WORK

14.1.4 CIRNAC 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 Directorate'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 Québec Region in particular, CIRNAC 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) For the Prairie Region in particular, CIRNAC will not pay for travel or any associated costs in relation to work within Calgary and Winnipeg, regardless of where the Contractor is located.
- e) CIRNAC is not obligated to and will not pay to ship reference / source materials from one location of work to another to accommodate the Contractor.

14.2 Travel

14.2.1 There may be the occasional requirement for Contractor travel to locations outside of the four (4) defined Regions, as specified in the Call-up documents.

- a) If required, **any travel must be pre-authorized in advance by the Project Authority** and undertaken in accordance with the National Joint Council Travel Directive (most current version) (<https://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>).
- b) Contractors will be reimbursed for previously authorized travel, accommodation and any associated living expenses, at cost with no provision for mark-up, subject to the Contractor providing the requisite receipts, in accordance with the National Joint Council Travel Directive.

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

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

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

SW15.0 LANGUAGE OF WORK

15.1 As a Department of the federal government, CIRNAC is required under the *Official Languages Act* to provide its services in either Official Language of Canada.

ANNEX "A"
STATEMENT OF WORK

- 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.

**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 CIRNAC deeming the Bidder's Offer to be non-compliant, with the Offer being given no further consideration by CIRNAC.
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.

STREAM 1: (BIDDERS FOR STREAM 1 MUST FILL THIS TABLE)

Stream 1	All-inclusive per diem Rate (CAD)			For Evaluation purpose ONLY/for use by the Contracting Authority	
	upon award until March 31, 2022 (Initial SOA period) A	April 1, 2022 to March 31, 2023 Option year 1 B	April 1, 2023 to March 31, 2024 Option year 2 C	Level of Effort D	Average and weighted Per Diem Rates (A+B+C X D/3)
Research Analysis	\$	\$	\$	11	\$
Research Services	\$	\$	\$	40	\$
Document management	\$	\$	\$	56	\$
Bidder's Evaluation Assessment Value (sum total of averaged per diem rates)					\$

*CIRNAC will calculate the Bidder's Financial Score.

STREAM 2: (BIDDER FOR STREAM 2 MUST FILL THIS TABLE)

Stream 2	All-inclusive per diem Rate (CAD)			For Evaluation purpose ONLY/for use by the Contracting Authority	
	upon award until March 31, 2022	April 1, 2022 to March 31, 2023	April 1, 2023 to March 31, 2024	Level of Effort	Average and weighted Per Diem Rates
Service Categories					

**ANNEX “B”
BASIS OF PAYMENT**

	(Initial SOA period) A	Option year 1 B	Option year 2 C	D	(A+B+C X D/3)
Research Services	\$	\$	\$	40	\$
Document management	\$	\$	\$	56	\$
Bidder’s Evaluation Assessment Value (sum total of averaged per diem rates)					\$

***CIRNAC will calculate the Bidder’s Financial Score.**

5. The Contractor shall charge to CIRNAC 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 2022**, 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 REQUIREMENT CHECK LIST (SRCL)

SRCL for Stream 1:

Affaires autochtones et Développement du Nord Canada	Aboriginal Affairs and Northern Development Canada	Contract Number / Numéro du contrat 11007213943-R Security Classification / Classification de sécurité
---	---	--

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

PART I - CONTRACT INFORMATION / INFORMATIONS CONTRACTUELLES

1. Branch / Secteur / Direction / Région / Direction générale / Secteur / Direction / Région Litigation Management & Resolution Branch, PSD	2. Contract type / Type de contrat Non-Competitive / Non compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/>
3. Brief Description of Work / Brève description du travail Request for Standing Offers: DIAND-LMO is seeking a number of suppliers (Individuals) to provide research analysis, research services and document management.	
4. Contract Amount / Montant du contrat \$4,500,000.00	
5. Contract Start and End date / Date de début et de fin du contrat 1st April 2020 – 31st March 2022	
5. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement): Multiple - depending on successful bidders.	

7. Will the supplier require / Le fournisseur aura-t-il:

7.1 access to PROTECTED and/or CLASSIFIED information or assets? / accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7.2 an access card to INAC premises? / besoin d'une carte d'accès aux bureaux d'AANC?	<input type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7.3 access to the departmental computer network? / accès au réseau informatique du Ministère?	<input type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui

(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)

PART II - INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS

8. Will the supplier be required to receive/hold PROTECTED and/or CLASSIFIED information/assets on its site or premises? / Le fournisseur sera-t-il tenu de recevoir/stocker des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

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

9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? / Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électriquement des renseignements sensibles?

No / Non Yes / Oui

9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? / Le fournisseur sera-t-il requis de transmettre électriquement de l'information sensible au/des parti(s) du Ministère ou avec d'autres parties?

No / Non Yes / Oui

If yes, specify: / Si oui, spécifiez:

a) Email transmission / Transmission par courrier électronique: No / Non Yes / Oui

b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc): No / Non Yes / Oui

c) Remote access required to INAC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANC (VPN, Citrix): No / Non Yes / Oui

9.3 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

* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et d'émission (cryptographique, télécopieur sécurisé)

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	Please refer to question number / Veuillez vous référer à la question	PROTECTED/PROTÉGÉ			CLASSIFIED/CLASSÉE		
		A	B	C	CONFIDENTIAL/CONFIDENTIEL	SECRET	TOP SECRET/TRES SECRET
Information Access Control / Contrôle d'accès à l'information	7.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information Access (SI) / Accès à l'information (SI)	8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information Access (SI) / Accès à l'information (SI)	9.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information Access (SI) / Accès à l'information (SI)	9.2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information Access (SI) / Accès à l'information (SI)	9.3	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART III - PERSONNEL / PARTIE C - PERSONNEL

ANNEX "C" SECURITY REQUIREMENT CHECK LIST (SRCL)

11.1 Personnel Security Screening Level Required Niveau d'enquête de la sécurité du personnel requis :	<input type="checkbox"/> N/A / Non requis	<input checked="" type="checkbox"/> Reliability/ Fiabilité	<input type="checkbox"/> Confidential/ Confidentiel	<input type="checkbox"/> Secret	<input type="checkbox"/> Top Secret/ Très secret
11.2 May unscreened personnel be used for portions of work? Du personnel sans autorisation éducative peut-il se voir confier des parties du travail?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui	<input type="checkbox"/> N/A / Non requis		
12. 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?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui			
<input checked="" type="checkbox"/> Government of Canada / Gouvernement du Canada		Contract Number / Numéro du contrat 1000213943-R		Security Classification / Classification de sécurité	

PART D - AUTHORIZATION / PARTIE D - AUTORISATION				
13. Organization Project Authority / Chargé de projet de l'organisme Name (print) - Nom (en lettres majuscules) Title - Titre Signature				
Kerry Badgley Telephone No. - N° de téléphone (819) 994-2353		Research Manager Facsimile No. - N° de télécopieur (819) 953-6143		E-mail address - Adresse courriel kerry.badgley@canada.ca
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) - Nom (en lettres majuscules) Title - Titre Signature				
Steven Faench Telephone No. - N° de téléphone 819-534-1374		Security in Canada Office Facsimile No. - N° de télécopieur 819-953-7721		E-mail address - Adresse courriel Steven.Faench@canada.ca
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?				
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui				
16. Procurement Officer / Agent d'approvisionnement Name (print) - Nom (en lettres majuscules) Title - Titre Signature				
BRIAN PARADIS Telephone No. - N° de téléphone 819-994-7284		SA PROCUREMENT OFFICER Facsimile No. - N° de télécopieur 819-953-7721		E-mail address - Adresse courriel Brian.Paradis@canada.ca
17. Contracting Security Authority / Autorité contractante en matière de sécurité Name (print) - Nom (en lettres majuscules) Title - Titre Signature				
Alexandre Paré-Hodone Telephone No. - N° de téléphone 819-997-3767		Manager, Security Operations Facsimile No. - N° de télécopieur 819-953-7721		E-mail address - Adresse courriel Alexandre.Pare-Hodone@canada.ca

Alexandre.parehodone2@canada.ca

TBD/ECT 350-103(900412)

Security Classification / Classification de sécurité



ANNEX "C" SECURITY REQUIREMENT CHECK LIST (SRCL)

SRCL for Stream 2:

Affaires autochtones et
Développement du Nord Canada

Aboriginal Affairs and
Northern Development Canada

Contract Number / Numéro du contrat
1000213943 S

Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région Litigation Management & Resolution Branch, PSD	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type:
3. Brief Description of Work / Brève description du travail Request for Standing Offers (Set aside): DIAND- LMRB is seeking a supplier (firm) to provide research analysis, research services and document management.	
4. Contract Amount / Montant du contrat \$4,500,000.00	6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement): depending on the successful bidder
5. Contract Start and End date / Date de début et de fin du contrat 1 st April 2018 – 31 st March 2022	

7. Will the supplier require / Le fournisseur aura-t-il :

7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
7.2 an access card to INAC premises? besoin d'une carte d'accès aux bureaux d'AANC?	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui

(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)

PART B - SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B - MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)

PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS

8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

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

9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information?
Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles? No / Non Yes / Oui

9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties?
Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties? No / Non Yes / Oui

If yes, specify: / Si oui, spécifiez :

a) Email transmission / Transmission par courrier électronique	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
c) Remote access required to INAC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANC (VPN, Citrix) :	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui

9.3 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

* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécoeur sécurisé)

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	Receivable to creation / Visible dans l'inter 9.10 opération	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
Information (Accession list) / Renseignements (liste d'accès)	7.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Information (Accession list) / Renseignements (liste d'accès)	8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IT Information (Accession list) / Renseignements (liste d'accès) TI	9.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IT Transmission - e-mail / Transmission TI - e-mail	9.2 a)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission - other / Transmission TI - autre	9.2 b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remote Access to Network / Connexion à distance au réseau	9.2 c)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART C - PERSONNEL / PARTIE C - PERSONNEL

ANNEX "C" SECURITY REQUIREMENT CHECK LIST (SRCL)

11.1 Personnel Security Screening Level Required: Niveau d'enquête de la sécurité du personnel requis :	<input type="checkbox"/> N/A / Non requis <input type="checkbox"/> Reliability / Fiabilité <input type="checkbox"/> Confidential / Confidentiel <input checked="" type="checkbox"/> Secret <input type="checkbox"/> Top Secret / Très secret
11.2 May unscreened personnel be used for portions of work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui <input type="checkbox"/> N/A / Non requis
12. 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
Government of Canada / Gouvernement du Canada	
Contract Number / Numéro du contrat: 1000213943-5	
Security Classification / Classification de sécurité	

PART D - AUTHORIZATION / PARTIE D - AUTORISATION				
13. Organization Project Authority / Chargé de projet de l'organisme				
Name (print) - Nom (en lettres moulées) Kerry Badgley		Title - Titre Research Manager		Signature
Telephone No. - N° de téléphone 819-994-2353	Facsimile No. - N° de télécopieur (819) 953-6143	E-mail address - Adresse courriel kerry.badgley@canada.ca	Date 25 NOV 2019	
14. Organization Security Authority / Responsable de la sécurité de l'organisme				
Name (print) - Nom (en lettres moulées) Steven French		Title - Titre Security in embassy office		Signature
Telephone No. - N° de téléphone 819-934-2339	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel steven.french@canada.ca	Date 2019/11/29	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?				
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui				
16. Procurement Officer / Agent d'approvisionnement				
Name (print) - Nom (en lettres moulées) Bruno Paradis		Title - Titre PROCUREMENT OFFICER		Signature
Telephone No. - N° de téléphone 819-994-7284	Facsimile No. - N° de télécopieur 819-953-7721	E-mail address - Adresse courriel Bruno.Paradis2@canada.ca	Date 28/11/2019	
17. Contracting Security Authority / Autorité contractante en matière de sécurité				
Name (print) - Nom (en lettres moulées) Alexandre Pare-Mondreix		Title - Titre Manager, security operations		Signature
Telephone No. - N° de téléphone 819-997-3767	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2019-12-02	

Alexandre.paremondreix2@canada.ca

ANNEX "C"
SECURITY REQUIREMENT CHECK LIST (SRCL)

Security Requirements Agreement

Company name: _____(TBD)_____

Request for standing offer: 1000213943

Stream 1/ SRCL: **1000213943-R**

Standing offer: _____(TBD)_____

1. Physical Security Transportation and Safeguard Requirements

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

1.1 Physical Safeguards:

The Protected documents must be safeguarded in a locked security container with access restricted to the contractor only.

	Protected A	Protected B
Container	Key locked container	Dial lock container
Facility	Restricted access room within office/home	Restricted access room within office/home

Definitions:

Protected information: Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

Protected A: Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

Protected B: Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

1.2 **Transportation**

1.2.1 Transportation of Paper Records:

- **Protected** documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.

**ANNEX “C”
SECURITY REQUIREMENT CHECK LIST (SRCL)**

- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

1.2.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

1.2.3 Discussion:

- Sensitive information must never be read, displayed, discussed or used in public areas.
- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the conference room has the proper security screening level, the need-to-know and that the door is closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss Sensitive matters.

2. IT Security Requirements

Production and storage of **Protected** data outside of the departmental premises must be done as per the following to ensure that the data remains secure at all times.

2.1 Electronic Storage

- Store **Protected** electronic documents on encrypted removable media (USB key) that use approved Government of Canada standards (FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements.
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- Select strong passwords for your encrypted USB keys. The level of protection provided by such devices is directly related to the strength of the password chosen.

2.2 Electronic Possession, Transportation and Processing

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 data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;

**ANNEX “C”
SECURITY REQUIREMENT CHECK LIST (SRCL)**

- Computing devices used to process 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://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006>). 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.

2.3 Electronic Transmission of Departmental Data

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method 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 CIRNAC/ISC’s personnel. The use of electronic transmission methods other than those listed below is prohibited.

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC 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 (e.g., hotmail, yahoo mail, Gmail); • 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 CIRNAC/ISC 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.

**ANNEX “C”
SECURITY REQUIREMENT CHECK LIST (SRCL)**

	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values; ▪ The network name (SSID) has been changed from its default value; and ▪ WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> • Must be 8 characters or longer; • Have at least one upper case character; • Have at least one lower case character; • Have at least one numeric character; and • Have at least one allowed special character
Protected B	Encrypted and Digitally Signed eMail	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC 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 (e.g., hotmail, yahoo mail, gmail); • 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

**ANNEX “C”
SECURITY REQUIREMENT CHECK LIST (SRCL)**

	Wireless Communications	<p>If a wireless access point is installed on the contractor’s premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values; ▪ The network name (SSID) has been changed from its default value; and ▪ WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> • Must be 12 characters or longer; • Have at least one upper case character; • Have at least one lower case character; • Have at least one numeric character; and • Have at least one allowed special character
	CIRNAC/ISC Secure File Exchange Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC’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 CIRNAC/ISC; and • The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (See annex 1 of security requirement agreement)
	CIRNAC/ISC Collaboration Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC’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 CIRNAC/ISC.
	Fax	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC 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.

2.4. **Remote Connectivity to the Department’s Network** If yes at (9.2c)/(11.e) in SRCL

**ANNEX “C”
SECURITY REQUIREMENT CHECK LIST (SRCL)**

The contractor requires remote access to the Department’s 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 network; and
- The Citrix Portal <https://pa-ap.aadnc-aandc.gc.ca> is used.

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

3. Inspection

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

4. Security Costs

The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.

**ANNEX “C”
SECURITY REQUIREMENT CHECK LIST (SRCL)**

Annex 1

**Crown-Indigenous Relations and Northern Affairs Canada / Indigenous Services Canada
(CIRNAC / ISC) Secure File Exchange Service**

Acceptable Use Policy

You have been granted access to the Aboriginal Affairs and Northern Development Canada (CIRNAC/ISC) Secure File Exchange Service. The purpose of this system is to facilitate sharing of information between CIRNAC/ISC and its business partners.

By using this system you acknowledge and agree to abide by the following terms and conditions:

- The service will **accommodate sensitive information up to, and including, Protected B.** Protected B information is defined as any information for which unauthorized release could cause serious injury to an individual, organization or government; prejudicial treatment; or loss of reputation or competitive edge.
- The system **will not** be used to share any information rated Protected C, Confidential, Secret or Top Secret.
- The CIRNAC/ISC Secure File Exchange Service is for authorized business use only.
- The service may be accessed by authorized participants only.
- Participants will protect and not share their credentials (user ID, password, etc.) with others or allow records of their credentials to be viewed by unauthorized individuals.
- Participants will protect and manage information obtained from the CIRNAC/ISC Secure File Exchange service to prevent disclosure to unauthorized individuals.
- Participants will access the service from personal or organizational workstations that are not intended for public use. This is intended to reduce the likelihood that user credentials or other sensitive information could be cached on the workstation and accessed by unauthorized individuals.
- Files shared via this service will remain available for a period of 48 hours only at which point the files will automatically be removed from the system.

ANNEX "C"
SECURITY REQUIREMENT CHECK LIST (SRCL)

SECURITY AGREEMENT

I, _____ (Contractor) and authorized resources will fulfill the duties as contractor working under the upcoming call-ups against standing offer _____, as set out below, to the best of our abilities.

1. Will abide by all of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
3. Agree to notify CIRNAC/ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of CIRNAC/ISC security clauses and requirements included in this contract.

I, the undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:

DATE: _____

SIGNED: _____

PRINT NAME: _____

CIRNAC/ISC Project Authority:

DATE: _____

SIGNED: _____

PRINT NAME: _____

ANNEX "C"
SECURITY REQUIREMENT CHECK LIST (SRCL)

Security Requirements Agreement

Company name: _____(TBD)_____

Request for standing offer: 1000213943

Stream 2/ SRCL: **1000213943-S**

Standing offer: _____(TBD)_____

3. Physical Security Transportation and Safeguard Requirements

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

1.1 Physical Safeguards:

The Protected and/ or Secret documents must be safeguarded in a locked security container with access restricted to the contractor only.

	Protected A	Protected B	Secret
Container	Key locked container	Dial lock container	Dial lock container
Facility	Restricted access room within office/home	Restricted access room within office/home	Restricted access room within office/home Monitoring system

Definitions:

Protected information: Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

Protected A: Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

Protected B: Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

Classified Secret information: Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to the national interest. Example: Cabinet documents.

1.2 **Transportation**

1.2.1 Transportation of Paper Records:

**ANNEX “C”
SECURITY REQUIREMENT CHECK LIST (SRCL)**

- **Protected and/ or Secret** documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.
- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

1.2.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

1.2.3 Discussion:

- Sensitive information must never be read, displayed, discussed or used in public areas.
- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the conference room has the proper security screening level, the need-to-know and that the door is closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss **Sensitive** matters.

2. IT Security Requirements

Production and storage of **Protected and/ or Secret** data outside of the departmental premises must be done as per the following to ensure that the data remains secure at all times.

2.1 Electronic Storage

- Store **Protected and/ or Secret** electronic documents on encrypted removable media (USB key) that use approved Government of Canada standards (FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements.
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- Select strong passwords for your encrypted USB keys. The level of protection provided by such devices is directly related to the strength of the password chosen.

2.2 Electronic Possession, Transportation and Processing

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:

**ANNEX “C”
SECURITY REQUIREMENT CHECK LIST (SRCL)**

- Computing devices used to process 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 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://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006>). 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.

2.3 Electronic Transmission of Departmental Data

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method 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 CIRNAC/ISC’s personnel. The use of electronic transmission methods other than those listed below is prohibited. **The electronic transmission of secret documents is not allowed.**

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC 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 (e.g., hotmail, yahoo mail, gmail); • 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.

**ANNEX “C”
SECURITY REQUIREMENT CHECK LIST (SRCL)**

	<p>Fax</p>	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC 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.
	<p>Wireless Communications</p>	<p>If a wireless access point is installed on the contractor’s premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values; ▪ The network name (SSID) has been changed from its default value; and ▪ WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> • Must be 8 characters or longer; • Have at least one upper case character; • Have at least one lower case character; • 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 CIRNAC/ISC 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 (e.g., hotmail, yahoo mail, gmail); • 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:

**ANNEX “C”
SECURITY REQUIREMENT CHECK LIST (SRCL)**

		<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
Wireless Communications		<p>If a wireless access point is installed on the contractor’s premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values; ▪ The network name (SSID) has been changed from its default value; and ▪ WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> • Must be 12 characters or longer; • Have at least one upper case character; • Have at least one lower case character; • Have at least one numeric character; and • Have at least one allowed special character
CIRNAC/ISC Secure File Exchange Service		<p>The Contractor can transmit Protected B Data via CIRNAC/ISC’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 CIRNAC/ISC; and • The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (See annex 1 of security requirement agreement)
CIRNAC/ISC Collaboration Service		<p>The Contractor can transmit Protected B Data via CIRNAC/ISC’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 CIRNAC/ISC.
Fax		<p>The Contractor can transmit Protected B Data to CIRNAC/ISC via fax as long as the following requirements are met:</p>

**ANNEX “C”
SECURITY REQUIREMENT CHECK LIST (SRCL)**

		<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.
--	--	---

2.4. **Remote Connectivity to the Department’s Network** if yes at (9.2c)/(11.e) in SRCL

The contractor requires remote access to the Department’s 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 network; and
- The Citrix Portal <https://pa-ap.aadnc-aandc.gc.ca> is used.

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

3. **Inspection**

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

4. **Security Costs**

The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.

ANNEX "C"
SECURITY REQUIREMENT CHECK LIST (SRCL)

Annex 2

**Crown-Indigenous Relations and Northern Affairs Canada / Indigenous Services Canada
(CIRNAC / ISC) Secure File Exchange Service**

Acceptable Use Policy

You have been granted access to the Aboriginal Affairs and Northern Development Canada (CIRNAC/ISC) Secure File Exchange Service. The purpose of this system is to facilitate sharing of information between CIRNAC/ISC and its business partners.

By using this system you acknowledge and agree to abide by the following terms and conditions:

- The service will **accommodate sensitive information up to, and including, Protected B.** Protected B information is defined as any information for which unauthorized release could cause serious injury to an individual, organization or government; prejudicial treatment; or loss of reputation or competitive edge.
- The system **will not** be used to share any information rated Protected C, Confidential, Secret or Top Secret.
- The CIRNAC/ISC Secure File Exchange Service is for authorized business use only.
- The service may be accessed by authorized participants only.
- Participants will protect and not share their credentials (user ID, password, etc.) with others or allow records of their credentials to be viewed by unauthorized individuals.
- Participants will protect and manage information obtained from the CIRNAC/ISC Secure File Exchange service to prevent disclosure to unauthorized individuals.
- Participants will access the service from personal or organizational workstations that are not intended for public use. This is intended to reduce the likelihood that user credentials or other sensitive information could be cached on the workstation and accessed by unauthorized individuals.
- Files shared via this service will remain available for a period of 48 hours only at which point the files will automatically be removed from the system.

ANNEX "C"
SECURITY REQUIREMENT CHECK LIST (SRCL)

SECURITY AGREEMENT

I, _____ (Contractor) and authorized resources will fulfill the duties as contractor working under the upcoming call-ups against standing offer _____, as set out below, to the best of our abilities.

1. Will abide by all of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
3. Agree to notify CIRNAC/ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of CIRNAC/ISC security clauses and requirements included in this contract.

I, the undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:

DATE: _____

SIGNED: _____

PRINT NAME: _____

CIRNAC/ISC Project Authority:

DATE: _____

SIGNED: _____

PRINT NAME: _____

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

ANNEX "D"
INDEPENDENT BID DETERMINATION CERTIFICATION

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 **PRAIRIE REGION** 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 Prairie Region, 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 the **HALIFAX REGION** 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 Halifax Region, the qualified resource(s) must be capable of providing the Services in English, or bilingually (English and French).

Signature

Date

4) Resources qualified in the **VANCOUVER REGION** 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 Vancouver Region, the qualified resource(s) must be capable of providing the Services in English or bilingually (English and French).

Signature

Date