

# REQUEST FOR STANDING OFFER

Title

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# **RETURN BIDS TO:**

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

aadnc.soumissionbid.aandc@canada.ca

## **REQUEST FOR STANDING OFFERS**

#### Proposal to DIAND:

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

Vendor/Firm
A)
Name
Address
Telephone Number
GST/HST Number
QST Number

	Page 1 of 122
Title Research Analysis, Research Sei	vices, Document Management
Solicitation Number 1000212488	
Date (YYYYMMDD)	
2020-09-25	
Solicitation Closes	Time Zone
At	
2:00 p.m.	Fastown Davilight Time (FDT)
On (YYYYMMDD)	Eastern Daylight Time (EDT)
2020-10-09	
Standing Offer Authority	
Name	
Christine Madore	
Telephone Number	
873-354-1376	
Facsimile Number	
Email Address	
christine.madore@canada.ca	
Destination(s) of Services	
Canada	
Security THIS REQUEST DOES NOT INCLUDE	E SECUDITY DOVISIONS
_	E SECURITI FROVISIONS
Instructions:	
See Herein	
Delivery Required See Herein	
See Herein	
Person Authorized to sign on behalf	of Vendor/Firm
Name	



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# **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus appendices 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, Basis of Payment, Federal Contractors Program for Employment Equity, Security Requirements Checklist, Certification and any other annexes.

## 1.2 Summary

1.2.1 The Settlement Agreement and Childhood Claims Branch (SACCB) of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) is seeking a number of suppliers (firms) to provide research analysis, research services and document management services in support of its mandate to resolve Indigenous childhood claims litigation.

In 2016, the Government of Canada embarked on a more conciliatory approach to resolving historic Indigenous childhood claims litigation outside of the courts in a manner that would allow Canada to support reconciliation, healing, wellness, language, culture and commemoration, wherever possible. The current childhood claims inventory includes litigation and settlement implementation related to: day scholars (day students) at Indian Residential Schools, Federal Indian Day Schools, Sixties Scoop, Indian Boarding Homes, Indian Hospitals, non-federal residential institutions, litigation stemming from the Indian Residential Schools Settlement Agreement and other litigation with similar fact scenarios.

In the delivery of its responsibilities, SACCB has an ongoing need for research analysis, research services and document management in support of the litigation process and settlement agreement implementation. This includes the analysis, written presentation and management/organization of documentary evidence from historical sources, government records, past and present CIRNAC Program personnel and various relevant professionals.

- 1.2.2 The Standing Offer Agreements (SOAs) resulting from this RFSO process will be from SOA award date to March 31, 2024 with two (2) additional one (1) year option periods.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

## 1.3 Security Requirements

There are <u>two levels</u> 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. 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 (<a href="http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html">http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</a>) website.

## 1.4 Debriefings

Offerors may request a debriefing on the results of the RFSO process. Offerors should make the request to the Standing Offer Authority within fifteen (15) working days of receipt of the results of the RFSO 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2006</u> (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of <u>2006</u>, 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

Offers (and any amendments thereto) must be submitted **electronically only, in PDF format**, to Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) by the date, time and to the e-mail address indicated on page 1 of the Request for Standing Offers. Transmission of Offers (and any amendments thereto) submitted by any other means to CIRNAC will not be accepted.

#### 2.3 Former Public Servant

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

#### **Definitions**

For the purposes of this clause,

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

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <a href="Contracting Policy Notice">Contracting Policy Notice</a>: 2019-01 and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

## 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.

# 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 the province of 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 the Offerors submit their offer by email in separate attachments as follows:

Section I: Technical Offer in PDF format.
Section II: Financial Offer in PDF format.
Section III: Certifications in PDF format.

The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Offeror's responsibility to ensure that the total size of the email does not exceed this limit.

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:

1) 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.

The technical offer should address clearly and in sufficient depth, the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the RFSO document is not sufficient. In order to facilitate the evaluation of the offer, Canada requests the Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

## Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

## **Electronic Payment of Invoices - Offer**

The method of invoice payment by Crown-Indigenous Relations and Northern Affairs Canada is by direct deposit to the Contractor's financial institution of choice.

## 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

3.3.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> 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:
  - **4.1.1.1 Evaluation against the Mandatory Criteria.** Technical Proposals that fail to meet any one (1) of the Mandatory Criteria, M1 to M4, will be deemed non-compliant and no further consideration will be given.
  - **4.1.1.2 Evaluation against the Point-Rated Criteria.** Technical Proposals that meet all of the Mandatory Criteria will be point-rated against further criteria, R1 to R5, inclusive, below.
  - **4.1.1.3 Evaluation of Financial Offers.** 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 Offeror's Financial Score.
- **4.1.2** The Offeror 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 Offeror 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 the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) will evaluate the proposals.
- **4.1.4** The Offeror 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 Offeror 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 Offeror'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 Offeror.
- 4.1.5 A weighting has been established by CIRNAC wherein the Offeror's **Technical Score** as derived from the Point-Rated Criteria will be valued at **70%** of the Offeror's Total Score, and the Offeror'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 Offeror 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 Offeror 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 Offeror receiving less than full points on any Point-Rated Criteria. Offerors are encouraged to address all elements expressed by "should".

**4.1.7** Offerors **MUST** propose in <u>all</u> three (3) Service Areas, which are: Research Analysis, Research Services and Document Management.

## 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, compliant/non-compliant) basis. Proposals which fail to meet one of the Mandatory Criteria will be deemed non-responsive/non-compliant and given no further consideration.

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

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

Item		Mandatory Technical Criteria	Proposal		ved for NAC
		·	Ref. Pg. #	Pass	Fail
M1	1. Firm-Lev	el Project Summaries			
	projects Offeror	error MUST include three (3) Firm-Level Project Summaries for s that were completed within the past seven (7) years. The MUST use the Firm-Level Project Summary form(s) at Table 11 in their response to this evaluation criterion.			
		roject Summary <b>MUST</b> include provision of two (2) or more of owing Services:			
	a) Res 6.3;	earch Analysis (Principal) - as described in the SoW, section			
	b) Res	earch Analysis - as described in the SoW, section 6.3;			
	c) Res	earch Services - as described in the SoW, section 6.4;			
	d) Doc	ument Management - as described in the SoW, section 6.5.			
	the thre Analysi	ch Analysis (Principal), <b>MUST</b> be included in at least one (1) of the (3) project summaries submitted. Each of Research so, Research Services and Document Management <b>MUST</b> be do in at least two (2) of the three (3) project summaries ed.			
	comple	oposed Resource, as described in <b>M2</b> below, must have ted at least forty (40) billable days in at least two (2) of the evel Projects as set out in the Firm-Level Project Summary.			

Oner	ror's Name:				
Item		Mandatory Technical Criteria	Proposal Ref. Pg. #	Reserved for CIRNAC	
			Kei. Fg. #	Pass	Fail
M1	M1), in order	Firm-Level Project Summary form provided (see <b>Table Form</b> to demonstrate the above and allow for a thorough pass/fail e Offeror must indicate (a-g):			
	a) the project	subject matter and client organization;			
		on of the size, scope and complexity of the project (to te 1.2 above);			
		'total level of effort during the project (for example, November ne 2018, 176 billable days) (to demonstrate 1.1 above);			
	d) a description	on of the services provided during the project (to demonstrate 3 above);			
		y of the project objectives, needs, and issues which ed the contribution of the Offeror (to demonstrate 1.2 and 1.3			
	extent to w accordance	e and results of the Offeror's contribution, together with the hich the project finished on-time, on-budget and in with the established project goals (to demonstrate 1.2 and and for point-rating); and			
		title, e-mail address and telephone number of the client hority to whom the Resource reported.			
	for <b>each</b> proper project summa	IUST use Table Form M1 – Firm-Level Project Summaries – osed resource involved in the three submitted Firm-Level aries. The Offeror is encouraged to provide detailed each of the requirements set out in Table Form M1.			
	verify the acc Proposal, as choose to cor client project or veracity of	erves the right to contact the named client project authorities to uracy and veracity of the information provided in the Offeror's per <b>Table Form M3</b> – Reference Letter. Should CIRNAC ntact the project authorities and should one (1) or more named authority provide a negative reference regarding the accuracy the Offeror's Proposal, the Proposal will be deemed nondegiven no further consideration.			

Offe	ror's	Name:				
Item			Mandatory Technical Criteria	Proposal Ref. Pg. #		ved for NAC
				Kei. Fg. #	Pass	Fail
М2		roposed oital Regio	Resources - Resources MUST be located in the National on (NCR)			
	2.1	The Offe per cate	ror MUST propose, at minimum, the following resources gory:			
		One (1) I	Resource as Research Analysis (Principal);			
		Two (2) I	Resources as Research Analysis;			
		Two (2) I	Resources as Research Services; and			
		One (1) I	Resource as Document Management.			
	2.2	Qualifica	sposed resource <b>MUST</b> meet the Minimum Resource tions for the category in which they are proposed, as stated in , section 8.0.			
			ror <b>MUST</b> use the forms at <b>Table Form M2</b> for each dresource.			
		experient to meet t	ror must clearly indicate the billable days of projects / ce and other evidence each proposed resource has in order the requirements. Failure to clearly indicate the required will result in the Offeror's Proposal being deemed non-it.			
	2.3	however	resource may qualify in more than one (1) Category above; , the Offeror <b>MUST include a minimum of six (6) separate</b> es, located in the NCR, to provide services.			
	2.4	Research providin Compreh Oral Con the NCR	ror MUST provide at least one (1) resource in either h Analysis (Principal) or Research Analysis who is capable of g bilingual services at the advanced level for nension and Written Communication and intermediate level for numerication. All remaining resources qualified and located in must be capable of providing English services at the d level for Oral Communication, Comprehension and Written nication.			
			Offeror must sign and submit with their bid, the Language fication attached hereto as Annex E.			
	info the	rmation. N re is enou	<b>M2</b> has been provided to assist Offerors in providing clear Notwithstanding, it is the Offeror's responsibility to ensure that gh information in the Offeror's Proposal for the Evaluation fully assess the qualifications of the proposed resources.			

Tasks.  .1 Scenario  The Offe	Mandatory Technical Criteria  Analysis ror MUST complete both a Research Plan and the Database  Response: Research Plan	Proposal Ref. Pg. #		ved for NAC Fail
The Offe Tasks. .1 Scenario The Offe	ror MUST complete both a Research Plan and the Database	Kei. Fg. #	Pass	Fail
The Offe Tasks. .1 Scenario The Offe	ror MUST complete both a Research Plan and the Database			
Tasks.  .1 Scenario  The Offe	·			
The Offe	Response: Research Plan			
	i			
	ror <b>MUST</b> submit a response regarding the Childhood Claim (see Appendix A – Scenario Analysis: Research Plan).			
	ror's response should be no longer than 5 pages, not including r page and table of contents, in 12 point font on 8 ½" x 11"			
.2 Scenario	Response: Database Tasks			
a) In App	pendix "A," there are ten (10) public record documents.			
	offeror is required to provide a data set (see Appendix A – ase Tasks).			
Protoc docun called <b>MUS</b> T	summarize the key content of each document in no more than			
chara	cters and other restrictions outlined in Appendix B must be			
measure of demonstrate	the Offeror's ability as a firm to complete a Research Plan and Document Management techniques. Any resemblance of the			
m de	called MUST 1-2 cle c) A PDF charac adher ote the sce easure of emonstrate	called "Summary" in the data set provided. The "Summary" field MUST summarize the key content of each document in no more than 1-2 clear and concise sentences (RS activity).  c) A PDF copy of the completed data sets MUST be provided. Excluded characters and other restrictions outlined in Appendix B must be adhered to.  ote the scenario presented is entirely fictitious and is meant to provide a reasure of the Offeror's ability as a firm to complete a Research Plan and remonstrate Document Management techniques. Any resemblance of the cenarios to actual events, names, or places is entirely unintentional.	called "Summary" in the data set provided. The "Summary" field  MUST summarize the key content of each document in no more than 1-2 clear and concise sentences (RS activity).  c) A PDF copy of the completed data sets MUST be provided. Excluded characters and other restrictions outlined in Appendix B must be adhered to.  ote the scenario presented is entirely fictitious and is meant to provide a leasure of the Offeror's ability as a firm to complete a Research Plan and temonstrate Document Management techniques. Any resemblance of the	called "Summary" in the data set provided. The "Summary" field  MUST summarize the key content of each document in no more than 1-2 clear and concise sentences (RS activity).  c) A PDF copy of the completed data sets MUST be provided. Excluded characters and other restrictions outlined in Appendix B must be adhered to.  ote the scenario presented is entirely fictitious and is meant to provide a leasure of the Offeror's ability as a firm to complete a Research Plan and temonstrate Document Management techniques. Any resemblance of the

Offe	ror's Name:				
Item		Mandatory Technical Criteria	Proposal Ref. Pg. #	Reserved for CIRNAC	
			Rei. Fy. #	Pass	Fail
M4	4. Reference	Letters			
		<b>IUST</b> include a Reference Letter ( <b>Table Form M3</b> ) for each of projects provided in response to <b>M1</b> , for a total of three (3) etters.			
	The Offeror <b>N</b> Letters.	<b>IUST</b> use <b>Table Form M3</b> for each of the three (3) Reference			
		or <b>MUST</b> complete the following sections for each of the three ence Letters ( <b>Table Form M3</b> ):			
	Clien b) The r resou c) The a requi	activities required within the project as they relate to the current rement; and deliverables provided to the Client Authority by the Bidding			
	organizat (Client Au	or <b>MUST</b> send all the relevant <b>Table Forms M1</b> to the client ion to whom the Offeror directly reported for each project athority) for their review and to support their completion of the Letter ( <b>Table Form M3</b> ):			
		e Client Authority may provide comments with regard to the ork provided to her/his organization.			
	<b>4.3</b> Each Ref Authority.	erence Letter (Table Form M3) MUST be signed by the Client			
	the accuracy Proposal, as choose to co client project or veracity of	erves the right to contact the named client reference to verify and veracity of the information provided in the Offeror's per <b>Table Form M3</b> – Reference Letter. Should CIRNAC intact the project authorities and should one (1) or more named authority provide a negative reference regarding the accuracy of the Offeror's Proposal, the Proposal will be deemed non-digital given no further consideration.			

# 4.2.2 Point Rated Technical Criteria

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

Feror Firm-Level Project Summaries  The Offeror's three (3) Firm-level project summaries provided under M1 will be evaluated on the basis of their relevance to CIRNAC's requirements for Research Analysis and Research Services (as outlined below) in breadth, nature, size, scope, complexity and approach.  The Offeror's projects will be awarded up to twenty five (25) points per project, for a total of seventy five (75) points. Points will be awarded based on the factors below:  Up to ten (10) points for the relevance of the subject matter and client organization of the cited project relative to CIRNAC's requirement.	Proposal Ref. Pg. #	Minimum Score N/A	Maximum Score  Maximum total of 90 points for R1
The Offeror's three (3) Firm-level project summaries provided under M1 will be evaluated on the basis of their relevance to CIRNAC's requirements for Research Analysis and Research Services (as outlined below) in breadth, nature, size, scope, complexity and approach.  The Offeror's projects will be awarded up to twenty five (25) points per project, for a total of seventy five (75) points. Points will be awarded based on the factors below:  Up to ten (10) points for the relevance of the subject matter and client organization of the cited project relative		N/A	of 90 points for R1
provided under M1 will be evaluated on the basis of their relevance to CIRNAC's requirements for Research Analysis and Research Services (as outlined below) in breadth, nature, size, scope, complexity and approach.  The Offeror's projects will be awarded up to twenty five (25) points per project, for a total of seventy five (75) points. Points will be awarded based on the factors below:  Up to ten (10) points for the relevance of the subject matter and client organization of the cited project relative			for R1
<ul><li>(25) points per project, for a total of seventy five (75) points. Points will be awarded based on the factors below:</li><li>Up to ten (10) points for the relevance of the subject matter and client organization of the cited project relative</li></ul>			25 points per
matter and client organization of the cited project relative			25 points per
			project to a maximum of 75 points
Relevance of subject matter will be determined as follows:			75 points
Very relevant subject matter:			
Indigenous litigation which includes but is not limited to:			
Childhood Claims, (e.g., Indian Day Schools)			
Indian Residential Schools			
Partially relevant subject matter:			
Research for Truth and Reconciliation Commission			
<ul> <li>Archival research to support CIRNAC or Indigenous Services Canada (ISC) program and policy review</li> </ul>			
<ul> <li>Litigation, not included under very relevant subject matter, between one or more Indigenous group(s) and a province, territory, or other federal department.</li> </ul>			
Limited relevance subject matter			
<ul> <li>Research Analysis services provided to a client that does not fall under very or partially relevant subject matter</li> </ul>			
	<ul> <li>Very relevant subject matter:</li> <li>Indigenous litigation which includes but is not limited to:</li> <li>Childhood Claims, (e.g., Indian Day Schools)</li> <li>Indian Residential Schools</li> <li>Partially relevant subject matter:</li> <li>Research for Truth and Reconciliation Commission</li> <li>Archival research to support CIRNAC or Indigenous Services Canada (ISC) program and policy review</li> <li>Litigation, not included under very relevant subject matter, between one or more Indigenous group(s) and a province, territory, or other federal department.</li> <li>Limited relevance subject matter</li> <li>Research Analysis services provided to a client that does not fall under very or partially relevant subject</li> </ul>	<ul> <li>Very relevant subject matter:</li> <li>Indigenous litigation which includes but is not limited to:</li> <li>Childhood Claims, (e.g., Indian Day Schools)</li> <li>Indian Residential Schools</li> <li>Partially relevant subject matter:</li> <li>Research for Truth and Reconciliation Commission</li> <li>Archival research to support CIRNAC or Indigenous Services Canada (ISC) program and policy review</li> <li>Litigation, not included under very relevant subject matter, between one or more Indigenous group(s) and a province, territory, or other federal department.</li> <li>Limited relevance subject matter</li> <li>Research Analysis services provided to a client that does not fall under very or partially relevant subject</li> </ul>	<ul> <li>Very relevant subject matter:</li> <li>Indigenous litigation which includes but is not limited to:</li> <li>Childhood Claims, (e.g., Indian Day Schools)</li> <li>Indian Residential Schools</li> <li>Partially relevant subject matter:</li> <li>Research for Truth and Reconciliation Commission</li> <li>Archival research to support CIRNAC or Indigenous Services Canada (ISC) program and policy review</li> <li>Litigation, not included under very relevant subject matter, between one or more Indigenous group(s) and a province, territory, or other federal department.</li> <li>Limited relevance subject matter</li> <li>Research Analysis services provided to a client that does not fall under very or partially relevant subject</li> </ul>

		Droposal	Reserved for CIRNAC		
tem	Point Rated Technical Criteria	Proposal Ref. Pg. #	Minimum Score	Maximum Score	
R1	For the Research Analysis (Principal), Research Analysis and Research Services activities as set out in Table Form M1, the following factors will be considered in determining relevance:  • Ten (10) Points - Subject matter is very relevant AND				
	client organization of project is very relevant (CIRNAC);  • Eight (8) Points - Subject matter is very relevant AND client organization of project is partially relevant (Province, First Nation or other Federal Government department);				
	<ul> <li>Six (6) Points - Subject matter is partially relevant AND client organization of project is very relevant (CIRNAC);</li> </ul>				
	<ul> <li>Four (4) Points - Subject matter is partially relevant AND client organization is partially relevant (Province, First Nation or other Federal Government department;</li> </ul>				
	<ul> <li>Two (2) Points - Subject matter has limited relevance AND client organization has limited relevance;</li> </ul>				
	Zero (0) Points - Not Addressed / Unsatisfactory.			25 points per project to a	
	<b>1.1.2 Up to fifteen (15) points</b> for the relevance of the size, scope and complexity of the cited project relative to CIRNAC's requirements.			maximum o	
	For the Research Analysis (Principal) and Research Analysis level of effort as set out in Table Form M1, the following scale will be applied:				
	Ten (10) Points – Fifty (50) Research Analysis billable days by the Resource on the project, comprising at least 4 of the RA activities in the SOW, section 6.3;				
	Eight (8) Points – Forty (40) Research Analysis billable days by the Resource on the project, comprising at least 3 of the RA activities in the SOW, section 6.3;				
	Six (6) Points – Thirty (30) Research Analysis billable days by the Resource on the project, comprising at least 3 of the RA activities in the SOW, section 6.3;				
	• Four (4) Points – Twenty (20) Research Analysis billable days by the Resource on the project, comprising at least 2 of the RA activities in the SOW, section 6.3;				

			Reserved for CIRNAC		
tem	Point Rated Technical Criteria	Proposal Ref. Pg. #	Minimum Score	Maximum Score	
R1	<ul> <li>Two (2) Points – Ten (10) Research Analysis billable days by the Resource on the project, comprising at least 1 of the RA activities in the SOW, section 6.3;</li> </ul>				
	<b>Zero (0) Points</b> – Less than ten (10) Research Analysis billable days by the Resource on the project.				
	For the Research Services level of effort as set out in Table Form M1, the following scale will be applied:				
	<ul> <li>Five (5) Points – Fifty (50) Research Services billable days by the Resource on the project, comprising at least 4 of the RS activities in the SOW, section 6.4;</li> </ul>				
	<ul> <li>Four (4) Points – Forty (40) Research Services billable days by the Resource on the project, comprising at least 3 of the RS activities in the SOW, section 6.4;</li> </ul>				
	<ul> <li>Three (3) Points – Thirty (30) Research Services billable days by the Resource on the project, comprising at least 3 of the RS activities in the SOW, section 6.4;</li> </ul>				
	<ul> <li>Two (2) Points – Twenty (20) Research Services billable days by the Resource on the project, comprising at least 2 of the RS activities in the SOW, section 6.4;</li> </ul>				
	<ul> <li>One (1) Points – Ten (10) Research Services billable days by the Resource on the project, comprising at least 1 of the RS activities in the SOW, section 6.4;</li> </ul>				
	<ul> <li>Zero (0) Points - Less than 10 Research Services billable days by the Resource on the project.</li> </ul>			5 points pe childhood o IRSSA clair	
	1.1.3 An additional five (5) points will be awarded per project that pertains to a childhood or IRSSA claim, for a maximum total of fifteen (15) points.			project to a maximum o 15 points	

			Reserve	d for CIRNAC
Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Minimum Score	Maximum Score
R2	2. Offeror Resource Experience		N/A	Maximum tota
	2.1 The evidence within Table Form M2 for the Offeror's proposed resources will be evaluated on the breadth of the individual's experience regarding the provision of services in the Resources' proposed category (as defined in the SoW) in the area of Indigenous relations with the Crown beyond the minimum qualifications. A maximum of one resource will be evaluated under the Research Analysis (Principal) category, and a maximum of two resources will be evaluated under each of the Research Analysis and Research Services categories.			of 49 points for R2
	2.2 Points will be awarded for additional experience of the Resource demonstrated beyond the minimum qualifications as follows:			
	<ul> <li>a) Research Analysis (Principal): Up to eleven (11) points in total based on the following:</li> </ul>			Up to maximum of
	<ul> <li>Up to five (5) points, based on one (1) point per one hundred (100) billable days of demonstrated additional experience, above the minimum qualification requirement in M2.2; and</li> </ul>			11 points for Research Analysis (Principal)
	Up to six (6) points, based on one (1) point per additional activity in which the Resource demonstrates at least thirty (30) billable days of work experience. The additional activities must align with the following RA activities:			(1 Resource)
	RA-2, RA-3, RA-4, RA-5, RA-6, RA-8, RA-9, RA-10, RA-11, RA-12, RA-13, RA-15 and RA-16 (as indicated in SW6.3 of the Scope of Work).			
	b) Research Analysis: Up to eleven (11) points in total based on the following:			Up to maximum of
	<ul> <li>Up to five (5) points, based on one (1) point per one hundred (100) billable days of demonstrated additional experience, above the minimum qualification requirement in M2.2; and</li> </ul>			22 points for Research Analysis (2 resources)
	Up to six (6) points, based on one (1) point per additional activity in which the Resource demonstrates at least thirty (30) billable days of work experience. The additional activities must align with the following RA activities:			

			Reserved for CIRNAC		
Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Minimum Score	Maximum Score	
R2	RA-2, RA-3, RA-4, RA-5, RA-6, RA-8, RA-9, RA-10, RA-11, RA-12, RA-13, RA-15 and RA-16 (as indicated in SW6.3 of the Scope of Work).			Up to maximum o	
	c) Research Services: Up to eight (8) points in total based on the following:			16 points fo Research	
	<ul> <li>Up to four (4) points, based on one (1) point per thirty (30) billable days of demonstrated additional experience, above the minimum qualification requirement in M2.2; and</li> </ul>			Services (2 resources	
	Up to four (4) points, based on one point per additional activity in which the Resource demonstrates at least thirty (30) billable days of work experience. The additional activities must align with the following RS activities:				
	RS-1, RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8, RS-9 RS-12 and RS-13 (as indicated in SW6.4 of the Scope of Work)				
	Note: Document Management resources will not be awarded points under this criterion.				

		Proposal Ref. Pg. #	Reserved for CIRNAC		
Item	Point Rated Technical Criteria		Minimum Score	Maximum Score	
R3	3. Additional Resource Capacity		N/A	Maximum total	
	3.1 Up to twenty-six (26) points will be awarded to Offerors who include resources located in the following regions in their submission. The resources must be capable of providing English services at the advanced level for Oral Communication, Comprehension and Written Communication (refer to Annex E). The maximum points per location are as follows:			of 26 Points for R3	
	<ul> <li>Winnipeg – Ten (10) points</li> </ul>				
	<ul> <li>Vancouver – Ten (10) points</li> </ul>				
	Regina – Three (3) points				
	Edmonton – Three (3) points				
	Points will be awarded based on the following scale:				
	<ul> <li>Two (2) points, up to a maximum of eighteen (18) points, for each qualifying Research Analysis (RA) Resource;</li> </ul>				
	One (1) point, up to a maximum of eight (8) points, for each qualifying Research Services (RS) Resource.				
	In order to receive points, resources must meet the minimum qualifications for the category in which they are proposed, as stated in the SoW, section 8.1. <b>Table Form M2</b> should be completed for each proposed additional Resource.				
	Points will only be awarded for separate individuals in a single category for this criterion. One (1) Resource who may be qualified in more than one (1) Category will only receive points for one (1) Category.				
	Note: Resources considered in Mandatory Technical Criteria M1 and M2 will not be eligible for points in R3. Additional resources located in Winnipeg, Vancouver, Regina or Edmonton cannot be included in the minimum of six (6) resources required to satisfy the requirement of M2.				
	Note: Document Management resources will not be awarded points under this criterion.				

		Proposal	Reserve	ed for CIRNAC
Item	Point Rated Technical Criteria	Ref. Pg. #	Minimum Score	Maximum Score
R4	4. Scenario Completion		N/A	Maximum tota
	4.1 Scenario: Research Plan			of 60 Points fo
	The Offerors' Research Plan completed in response to M3.1 (refer to Appendix A - Scenario), will receive up to <b>thirty-five (35) points</b> . The factors below will be considered in the awarding of points. Each factor includes a description of the factors that must be included and fully addressed.			144
	a) Identification of key issues (15 points)			
	The Offeror must address all key issues within the scenario. An answer key that was created in advance of the posting of the RFSO will be utilized by SACCB.			Up to maximum of 1 points for Identification
	Points will be awarded as follows:			of key issue:
	<ul> <li>Fifteen (15) points: 90%-100% of the key issues are identified;</li> </ul>			
	<ul> <li>Thirteen (13) points: 80%-89% of the key issues are identified;</li> </ul>			
	<ul> <li>Eleven (11) points: 68%-79% of the key issues are identified;</li> </ul>			
	<ul> <li>Nine (9) points: 56%-67% of the key issues are identified;</li> </ul>			
	<ul> <li>Seven (7) points: 45%-55% of the key issues are identified;</li> </ul>			
	• Five (5) points: 34%-44% of the key issues are identified;			
	<ul> <li>Three (3) points: 25%-33% of the key issues are identified;</li> </ul>			
	<ul> <li>Zero (0) points: less than 25% of the key issues are identified.</li> </ul>			
	<ul> <li>b) Criteria for determining document relevancy and types of documents (10 points)</li> </ul>			Up to
	The Offeror is to provide criteria for determining document relevancy and the associated types of documents related to the scenario. An answer key that was created in advance of the posting of the RFSO will be utilized by SACCB.			maximum of a points for criteria for relevant documentation
	Points will be awarded as follows:			accumomatic
	<ul> <li>Ten (10) points: 90-100% of criteria for determining document relevancy and types of documents are described;</li> </ul>			

		Proposal	Reserved for CIRNAC		
Item	Point Rated Technical Criteria	Ref. Pg. #	Minimum Score	Maximum Score	
R4	<ul> <li>Eight (8) points: 75-89% of criteria for determining document relevancy and types of documents are described;</li> </ul>				
	<ul> <li>Six (6) points: 51-74% of criteria for determining document relevancy and types of documents are described;</li> </ul>				
	<ul> <li>Four (4) points: 35-50% of criteria for determining document relevancy and types of documents are described;</li> </ul>				
	<ul> <li>Two (2) points: 15-34% of criteria for determining document relevancy and types of documents are described;</li> </ul>				
	<ul> <li>Zero (0) points: Less than 15% of criteria for determining document relevancy and types of documents are described.</li> </ul>				
	c) Possible sources and location of information (5 points)			Up to maximum of	
	The Offeror is to set out the possible sources and location of information in relation to the scenario. An answer key that was created in advance of the posting of the RFSO will be utilized by SACCB.			points for possible sources and location of information	
	When awarding points, SACCB will consider the source and its location as two separate factors in a single list. For example, where there are five (5) sources of information in different locations, ten (10) factors must be addressed (1 = the source; 1 = its location).			momation	
	Points will be awarded as follows:				
	<ul> <li>Five (5) points: 90-100% of the sources and their locations are identified;</li> </ul>				
	<ul> <li>Four (4) points: 75-89% of the sources and their locations are identified;</li> </ul>				
	<ul> <li>Three (3) points: 51-74% of the sources and their locations are identified;</li> </ul>				
	<ul> <li>Two (2) points: 35-50% of the sources and their locations are identified;</li> </ul>				
	<ul> <li>One (1) point: 15-34 % of the sources and their locations are identified;</li> </ul>				
	• Zero (0) points: Less than 15% of the sources and their locations are identified.				

		Proposal	Reserved for CIRNAC		
tem	Point Rated Technical Criteria	Ref. Pg. #	Minimum Score	Maximum Score	
R4	d) Document review and collection methodology (3 points)			Up to maximum of	
	The Offeror is to set out their document review and collection methodology, including identifying the methodology for reviewing sources, copying relevant documents, identifying and removing duplicates and entering images or native format versions into an appropriate data set.			points for document review and collection methodolog	
	Points will be awarded as follows:				
	<ul> <li>Three (3) points: Methodology is excellent and addresses all aspects of source review described above;</li> </ul>				
	<ul> <li>Two (2 points: Methodology is good but does not address all aspects of source review described above;</li> </ul>				
	<ul> <li>One (1) point: Methodology is weak and addresses less than half of the aspects of source review described above.</li> </ul>			Up to	
	e) Work progress tracking methodology (2 points)			maximum of	
	The Offeror is to set out their tracking methodology and demonstrate that it is easily traceable and comprehensible to a third party for review.			points for wo progress tracking methodolog	
	Points will be awarded as follows:			momodolog	
	<ul> <li>Two (2) points: The tracking methodology is excellent and describes a complete methodology that is easily traceable and comprehensible to a third party for review;</li> </ul>				
	One (1) point: Some description of tracking is included but does not represent a specific methodology, or the ability to trace work progress or be comprehensible to a third party for review is not adequate.				

Point Rated Technical Criteria  4.2 Scenario: Database Tasks  a) The Offeror's data set, completed in response to M3.2 (refer to Appendix A - Database Tasks and Appendix B) will be	Proposal Ref. Pg. #	Minimum Score	Maximum Score
a) The Offeror's data set, completed in response to M3.2 (refer			
reviewed for errors. A maximum of <b>fifteen (15) points</b> will be awarded for data sets that contain two or fewer errors out of a total of eighty (80) points*. The prorated scoring is as follows:  78–80 points = 15 points  73-77 points = 14 points  68-72 points = 13 points  62-67 points = 12 points  57-61 points = 11 points  52-56 points = 10 points  46-51 points = 9 points  40-45 points = 8 points  35-39 points = 7 points  30-34 points = 6 points  Less than 25 points = 0 points  * Fields that are not applicable to certain documents (i.e. where there are no attached and related documents) will be awarded one default point.			Up to maximum of 1 points for dat sets

		Proposal	Reserved for CIRNAC		
Item	Point Rated Technical Criteria	Ref. Pg. #	Minimum Score	Maximum Score	
R4	b) The Offeror's written Summaries within the data set will receive up to ten (10) points, in total, as follows:			Up to maximum of 10	
	<ul> <li>Ten (10) points; The summaries' language and writing is concise and accurate, clearly reflecting the data set without any requirement for additional research to determine the linkage between the summary and data set.</li> </ul>			points for written summaries	
	Eight (8) points; The summaries' language and writing is adequately concise and accurate, reflecting the data set with a minimal requirement for additional research to determine the linkage between the summary and data set.				
	Six (6) points; The summaries' language and writing is somewhat concise and accurate, and sometimes reflects the data set but requires some additional research to determine the linkage between the summary and data set.				
	<ul> <li>Four (4) points; The summaries' language and writing is not concise, contains some inaccuracies, and does not reflect the data set.</li> </ul>				
	<ul> <li>Two (2) points; The summaries are not concise, are incoherent and/or contain many inaccuracies, or are particularly incomplete;</li> </ul>				
	<ul> <li>Zero (0) point; No response was received, or the response is over 2 sentences, or does not address the content it is meant to summarize.</li> </ul>				

Item				Reserved for CIRNAC		
		Point Rated Technical Criteria	Proposal Ref. Pg. #	Minimum Score	Maximum Score	
R5	a) b)	Proposal Quality  Up to twenty (20) points will be awarded for presenting Proposals in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFSO as evidenced by the following:  Ten (10) points for completing the provided Offeror Proposal Submission Templates;  Five (5) points for writing the narrative portions of the Proposal in a clear, concise, and logical fashion;  Three (3) points for ordering/structuring the Proposal to match the order and sequence of the Mandatory and Point-Rated Technical Criteria within the RFSO; and  Two (2) points for including a clear table of		N/A Maximum Total of 20 Points for R5		
	R1	contents identifying sections of the Proposal and consecutive page numbering throughout the bid.  to R5 Total Score		147	245	

## 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 Proposal. Financial Proposals will be evaluated based on the methodology detailed below.
- 4.3.2 All of the information required in this section MUST appear in the Offeror's Financial Proposal ONLY. The Offeror's Financial Proposal MUST be submitted separate from the Offeror's Technical Proposal. The Offeror's failure to comply with this condition will result in the Offeror's Proposal being declared non-compliant and being given no further consideration.
- **4.3.3** Failure on the part of the Offeror to provide the information required within the Financial Proposal Table below will result in CIRNAC deeming the Offeror's Proposal to be non-compliant, with the Proposal being given no further consideration by CIRNAC.
- **4.3.4** For evaluation purposes, the rates as indicated in section **4.3.6** will be used to derive the Offeror's price score.
  - The Offerors fixed, all-inclusive *per diem* rates **MUST** be inclusive of all payroll, overhead costs and profits required to complete the work. Note: Fixed rates are not to be quoted as ranges.
  - Rates should not include such things as travel and administrative expenses or GST/HST.
- 4.3.5 Litigation Research Analysis (Principal), Research Analysis, Research Services and Document Management Fixed, All-Inclusive Per Diem Rates
  - Offerors **MUST** indicate the applicable fixed, all-inclusive per diem rate (CAD) for an **7.5** hour day, per Resource/Service Category during the initial period of the SOA.
  - Only one fixed all-inclusive rate may be provided for each category, failure to comply with this condition will result in the Offeror's Offer being declared non-compliant and being given no further consideration.

## 4.3.6 Financial Offer Table

Service Category	Fixed, All-Inc	lusive Per Diem R	ates (\$ CAD)	For Evaluation purpose ONLY/for use by the Contracting Authority	
	Initial Period  SOA Award date to March 31, 2024	Option Year 1  April 1, 2024 to March 31, 2025	Option Year 2  April 1, 2025 to  March 31, 2026	Service Category Assessment Value (= A x B x C)/3	
	Α	В	С		
Research Analysis (Principal)	\$	\$	\$		
Research Analysis	\$	\$	\$		
Research Services	\$	\$	\$		
Document Management	\$	\$	\$		
Offeror's Evaluation A	Offeror'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 Offeror's Weighted **Technical Score** (/70) will be added to the Offeror's **Financial Score** (/30) to arrive at the Offeror's **Total Score** (/100)
- **4.4.5** The Offeror's Weighted Technical Score will be calculated as follows:

Offeror's Technical Score

Total Overall Possible Score x 70 = Offeror's Weighted Technical Score (70)

**4.4.6** Offerors will be ranked in order from highest to lowest Total Score. Up to five (5) Standing Offer Awards will be offered in the National Capital Region (NCR):

National Capital Region:

Offeror 1: \$ 1,824,712.50

Offeror 2: \$ 1,642,241.25

Offeror 3: \$1,459,770.00

Offeror 4: \$ 1,277,298.75

Offeror 5: \$ 1,094,827.50

- **4.4.7** In the event of more than two (2) Offerors have the same Total Score, the Offeror with the **Highest Technical Score** will be ranked higher.
- **4.4.8** CIRNAC reserves the right to refuse any and all Proposals received in response to this RFSO, without incurring any obligation to any Offeror having responded. CIRNAC reserves the right to award a Standing Offer to the compliant Offeror that best meets the requirements, as described above, without incurring any obligation to any other Offerors having responded to this RFSO.

# OFFEROR PROPOSAL SUBMISSION TEMPLATES – TABLE FORM M1 – FIRM-LEVEL PROJECT SUMMARIES

The **three (3) Firm-Level Projects submitted** should contain at least the information required in Mandatory Technical Criteria M1 (a-g). A separate sheet should be provided for each proposed resource involved in each of the three (3) Firm-Level Projects. Offerors may provide additional detail as necessary.

Project Title					
Resource Name					
Service Area: (check applicable service area for proposed resource)	Research Analysis (Principal):	Research Analysis:	Research Services:	Document Management:	
[a] Project Subject Matter and Client Organization					
[b] Project Size, Scope and Complexity					
[c] Resource's Level of Effort:					
(months/years & billable days)					
[d] Services provided during the project					
e) Summary of the project objectives, needs and issues which necessitated the contribution of the offeror					
f) outcome and results of the Offeror's contribution, together with the extent to which the project finished on time, on budget and in accordance with the established project goals					

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[g] Client Project Authority (to whom the Resource reported)	
Name, Title, E-mail address, Phone Number.	

## OFFEROR PROPOSAL SUBMISSION TEMPLATES - TABLE FORM M2 - PROPOSED RESOURCES

A separate Table Form M2 must be included for each proposed resource as per M2. A maximum of one designated resource will be awarded points as per R2 in the service area Research Analysis (Principal).

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

Research Analysis (Principal) – at least one (1) qualified resource located in the NCR						
Resource Name	<b>:</b> :					
Language Capa	bilities – English or bilingually (	(English and French)	– Refer to the La	inguage Proficiency	Grid at Annex E	
	Oral Communication (Basic, Intermediate or	Comprehension (Basic, Intermediate or Advanced		Written Communication (Basic, Intermediate or Advanced		
	Advanced knowledge)	knowledge)		knowledge)		
English						
French						
An undergradua	ate degree in a relevant disciplin	ne including but not	limited to history	, Indigenous studies,	or law	
Topic Area	Description of Associated Education			Dates/Duration (years/months)		
the area of Indi	ssional work experience conduct genous relations with the Crown d RA-16 as defined in the SoW,	n. The work experie				
Client Organization	Detailed description of Service	es Provided	Research Analysis Activities	Dates of experience (month, year)	Total Billable Days per Activity	
			RA-3			
			RA-4			
			RA-5			
			RA-6			
			RA-8			
			RA-9			
			RA-13			
			RA-16			
			Other RA			
			Other RA			
			Other RA			
			Other RA			
		Ove	rall Total Demons	trated Billable Days		
·	-			· · · · · · · · · · · · · · · · · · ·		

## OFFEROR PROPOSAL SUBMISSION TEMPLATES - TABLE FORM M2 - PROPOSED RESOURCES

A separate Table Form M2 must be included for each proposed resource as per M2. A maximum of two designated resources will be awarded points as per R2 in the service area Research Analysis.

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

Research Ana	lysis – at least two (2) qι	ialified resources located in the l	NCR				
Resource Nan	ne:						
Language Cap	oabilities – English or bili	ingually (English and French) – F	Refer to the L	anguage Proficiency	Grid at Annex E		
	Oral Communication	Comprehension	Written Communication				
	(Basic, Intermediate or Advanced knowledge)	(Basic, Intermediate or Advanced knowledge)	(Basic, Intermediate or Advanced knowledge)				
English							
French							
An undergrad	uate degree in a relevant	discipline including but not limi	ted to history	y, Indigenous studies	s, or law		
Topic Area	Description of Associated Education			Dates/Duration (years/months)			
Full-time professional work experience conducting Research Analysis related activities (other than database research) in the area of Indigenous relations with the Crown. The work experience must include at least three (3) of RA-2, RA-4, RA-5, RA-6, RA-8, RA-9 and RA-13 as defined in the SoW, section 6.3.							
Client Organization	Detailed description of Services Provided		Research Analysis Activities	Dates of experience (month, year)	Total Billable Days per Activity		
			RA-2				
			RA-4				
			RA-5				
			RA-6				
			RA-8				
			RA-9				
			RA-13				
			Other RA				
			Other RA				
			Other RA				
		Overall Total De	emonstrated	Billable Days			
		Me	t Minimum B	illable Days?			

## OFFEROR PROPOSAL SUBMISSION TEMPLATES - TABLE FORM M2 - PROPOSED RESOURCES

A separate Table Form M2 must be included for each proposed resource as per M2. A maximum of two designated resources will be awarded points as per R2 in the service area Research Services.

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

Research Services -	at least two (2) qualified res	sources located in the NC	`R			
Resource Name:	at loadt two (2) quaimed les	oodi ood loodled iii tiie NC				
	s – English or bilingually (E	English and French) – Ref	fer to the La	nguage Proficier	ncy Grid at Annex E	
<b>3 3</b> 1					•	
	Oral Communication	Comprehension	Comprehension Written Communication			
	(Basic, Intermediate or Advanced knowledge)	(Basic, Intermediate or Advanced knowledge)	(Basic, Intermediate or Advanced knowledge)		anced knowledge)	
English						
French						
	(4) complete semesters of Indigenous studies, or law		y education	in a relevant dis	cipline including but	
Topic Area	Description of Associated Education		Dates/Duration (years/months)			
the area of Indigenou	I work experience conduct is relations with the Crown -7, RS-8 and RS-10 as defin	. The work experience <u>m</u>	nust include			
Client Organization	Detailed description of Se	ervices Provided	Research Services Activities	Dates of experience (month, year)	Total Billable Days per Activity	
			RS-1			
			RS-2			
			RS-3			
			RS-4			
			RS-5			
			RS–6			
			RS-7			
			RS-8			
			RS-10			
			Other RS			
		Overall Total D	Demonstrate	d Billable Days		
		М	et Minimum	Billable Days?		

## OFFEROR PROPOSAL SUBMISSION TEMPLATES - TABLE FORM M2 - PROPOSED RESOURCES

A separate Table Form M2 must be included for each proposed resource as per M2. Document management resources will not be awarded points as per R2.

Document Management - at least one (1) qualified resource located in the	he NCR
Resource Name:	
Completion of High School or Equivalent (Date of completion; if equivalency, please describe):	
Eighty-five (85) billable days of experience conducting Document Mana SoW, section 6.5.	agement activities similar to those defined in the

Request for Standing Offer No.: 1000212488

### OFFEROR PROPOSAL SUBMISSION TEMPLATES - TABLE FORM M3 - REFERENCE LETTER

For each of the three (3) projects provided in compliance with Mandatory Technical Criteria M1, the following letter should be filled in as appropriate by the Offeror and must be sent to the cited Client Authority for completion, confirmation and signature. Additional table rows can be added, if required.

RE: Reference for <Offeror to insert Firm Name>

Project Name < Offeror to Insert Project Name>

I certify that the above-named Firm completed the work for the above-named project for my organization. The work involved Research Analysis (Principal), Research Analysis, Research Services, and Document Management, as described in the SoW that the above-noted Firm has provided to me for my reference.

I certify the following individuals were engaged in the above-named project to the extent noted by <Offeror to insert Firm Name>.

Category	Resource Name	Activities Completed	Project Days Billed
Research Analysis (Principal)	<offeror insert="" to=""></offeror>	<offeror insert="" to=""></offeror>	<offeror insert="" to=""></offeror>
Research Analysis	<offeror insert="" to=""></offeror>	<offeror insert="" to=""></offeror>	<offeror insert="" to=""></offeror>
Research Services	<offeror insert="" to=""></offeror>	<offeror insert="" to=""></offeror>	<offeror insert="" to=""></offeror>
Document Management	<offeror insert="" to=""></offeror>	<offeror insert="" to=""></offeror>	<offeror insert="" to=""></offeror>

<Offeror to insert Firm Name> completed the following deliverables for our organization, which were completed in [Offeror to insert either English or French]

Completed Deliverables:

[To be completed by Reference] I would like to provide the following comments pertaining to the work provided to my organization by the above-named Firm for the above-named Project:

[Reference to insert their name, title, contact information and signature]

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

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

### 5.1 Certifications Required with the Offer

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

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.1.2 Additional Certification Required with the Offer

- a. Security Agreement attached as Annex C.
- **b.** Certificate of Independent Bid Determination attached hereto as Annex D.
- c. Language Certification attached as Annex E.

## 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 property agreement of the <u>Ineligibility and Suspension Policy</u> (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 <a href="Employment and Social Development Canada-Labour's">Employment Canada-Labour's</a> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

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

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

### 5.2.3.1 Status and Availability of Resources

SACC Manual clause M3020T (2016-01-28) Status and Availability of Resources - Offer

## 5.2.3.2 Education and Experience

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

### PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

#### 6.1 Security Requirements - Reliability Status

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

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

- a. Name of Company, Address and Phone Number;
- b. Company Security Officer Name and Telephone Number;
- c. Security Screening or Clearance Certificate Number;
- 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.

7. For Proposed Resources Not Currently In Possession of a Valid Government of Canada (GoC) Security Screening, at a Minimum Level of Reliability:

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

CERTIFIC	ATION
If successful, as a duly authorized representative hereby certify that (Enter Firm/Contractor Name currently not in possession of a valid Government minimum level of <b>Reliability Status</b> agree to be required Security Screening prior to providing security	e) and all proposed resources that are ent of Canada Security Screening at the esponsored by the Department to obtain the
Name of Duly Authorized Representative	Signature of Duly Authorized Representative
(Print)	
Title	Date

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

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

### 6.2 Security Requirements - Classified Information / Secret Status

- 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.
- 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 Secret during the lifetime of the contract.
- 3. The Contractor and its personnel requiring access to **PROTECTED/ 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 **PROTECTED/ CLASSIFIED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Secret.**
- 5. The Contractor must comply with the provisions of the:
  - a) Security Requirements Agreement, attached as Annex C; and
  - b) Policy on Government Security <a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578</a>
- 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 Offeror is required to provide the following information within the Offeror's proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:

- a. Name of Company, Address and Phone Number;
- b. Company Security Officer Name and Telephone Number:
- c. Security Screening or Clearance Certificate Number;
- 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.

7. 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 <u>proposal submission</u>, Offerors **MUST** complete and submit the following certification:

CERTIFI	CATION
If successful, as a duly authorized representative certify that (Enter Firm/Contractor Name) and all possession of a valid Government of Canada Secret agree to be sponsored by the Department of providing services under any resulting contraction.	Il proposed resources that are currently not in ecurity Screening at the minimum level of nt to obtain the required Security Screening
Name of Duly Authorized Representative (Print)	Signature of Duly Authorized Representative
Title	Date

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

### 6.3 Insurance Requirements - Removed

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

#### A. STANDING OFFER

## 7.1 Offer

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

### 7.2 Security Requirements

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

## Security Requirements - For Canadian Suppliers - File # 1000212488-R (Reliability Status)

- 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.
- 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 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 restriction.
- 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 ISC. After permission has been granted, these tasks may be performed up to the level of **Protected B including an I.T. 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 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 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 <a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578</a>

## Security Requirements - For Canadian Suppliers - File # 1000212488-S (Secret Status)

- 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.
- 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 Secret during the lifetime of the contract.
- 3. The Contractor and its personnel requiring access to **PROTECTED/ 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 **PROTECTED/ CLASSIFIED** information/assets at their organization's premises until written permission from the security in contracting team of 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 restriction.
- 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 ISC. After permission has been granted, these tasks may be performed up to the level of **Secret including and I.T. 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 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 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 **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 <a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578</a>

## 7.2.2 Offeror's Sites or Premises Requiring Safeguarding (TO BE IDENTIFIED AT SOA AWARD)

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

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

**7.2.2.2** The Company Security Officer must ensure through the <u>Contract Security Program</u> 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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

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

#### 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to March 31, 2024 inclusive.

## 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 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

Request for Standing Offer No.: 1000212488

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Christine Madore

Title: Senior Procurement Officer

Department: Crown-Indigenous Relations and Northern Affairs Canada

Directorate: Materiel and Assets Management

Address: 10 Wellington Street, 13th Floor, Gatineau, Quebec K1A 0H4

Telephone: 873-354-1376

E-mail address: christine.madore@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, they are responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is: (TO BE IDENTIFIED AT SOA AWARD)

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 under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.5.3 Offeror's Representative (TO BE IDENTIFIED AT SOA AWARD)

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer are employees of Crown-Indigenous Relations Northern Affairs Canada.

### 7.8 Number of Standing Offers

CIRNAC intends to award up to a total of five (5) Standing Offer Agreements (SOAs) to qualified firms with at least six (6) resources located in the National Capital Region (NCR) that are capable of providing CIRNAC with the required Research Analysis, Research Services and Document Management.

### 7.9 Call-up Allocation

**7.9.1** Call-ups against the Standing Offer will be issued on a proportional basis such that the highest-ranked Offeror receives the largest predetermined portion of the work; the second highest-ranked Offeror receives the second largest predetermined portion of the work, etc. as follows:

Highest Ranked Contractor (25%): \$ 1,824,712.50
Second Highest Ranked Contractor (22.5%): \$ 1,642,241.25
Third Highest Ranked Contractor (20%): \$ 1,459,770.00
Fourth Highest Ranked Contractor (17.5%): \$ 1,277,298.75
Fifth Highest Ranked Contractor (15%): \$ 1,094,827.50

- **7.9.2** If the number of compliant offers is less than indicated above, the allocation percentages will be adjusted accordingly. Call-up selection will be determined on a best suited basis, considering factors such as, but not necessarily limited to, specific subject matter expertise, location of the Contractor in relation to important archival repositories, language requirements, and other considerations important for the completion of work.
- **7.9.3** The Contracting Authority will monitor call-up activities to ensure work is allocated in accordance with the predetermined work distribution.

### 7.10 Call-up Procedures

- **7.10.1** Contractors will be contacted directly as indicated above at 7.9.1.
- **7.10.2** The Project Authority will provide the Contractor with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.
- **7.10.3** The Project Authority will determine whether a firm price, ceiling price, or limitation of expenditure will apply to the Call-up and will require the Contractor to accordingly submit either a firm price, ceiling price, or limitation of expenditure.

<u>Firm price definition:</u> 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.

<u>Ceiling price definition:</u> 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.

<u>Limitation of expenditure definition:</u> 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 7.10.4 above will be interpreted as the Contractor being unable to perform the services and will result in the setting aside of the Offer. The Contractor will then be by-passed and the Project Authority will send the request to the next best-suited Contractor. This process will continue until the requirement can be fully addressed by a Contractor. Should no Contractor be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.
- **7.10.7** The Project Authority reserves the right to request references from the available Contractor to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Project Authority reserves the right to go to the next Contractor.
- **7.10.8** Upon agreement of the firm price, ceiling price or limitation of expenditure for the services, the Contractor will be authorized by the Contracting Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- **7.10.9** The Contractor shall not commence Work until the Call-up against a Standing Offer has been signed by the Contracting Authority. The Contractor acknowledges that any and all Work performed in the absence of a Call-up Against a Standing Offer Agreement signed by the Contracting Authority will be undertaken at the Contractor's own risk, and Canada shall not be liable for payment therefor.

## 7.11 Call-up Instrument

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

### 7.12 Limitation of Call-ups - Removed

### 7.13 Financial Limitation - Removed

### 7.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions Standing Offers Goods or Services;
- d) the supplemental general conditions <u>4007</u> (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information:
- e) the general conditions <u>2010B</u> (2020-05-28), General Conditions: Professional Services (Medium Complexity);
- f) Appendix A, Scenarios;
- g) Appendix B, Tombstone Coding Protocol Guide;
- h) Appendix C, Document Scanning Specifications
- i) Annex A, Statement of Work;
- j) Annex B, Basis of Payment;
- k) Annex C, Security Requirements Check List;
- I) Annex D. Independent Bid Determination Certification:
- m) Annex E, Language Certification; and
- n) the Offeror's offer dated (TO BE IDENTIFIED 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 SACC Manual Clauses

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

### 7.17 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 (**TO BE IDENTIFIED AT SOA AWARD**).

### B. RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

#### 7.2 Standard Clauses and Conditions

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-quidelines/standard-acquisition-clauses-and-conditions-manual.

#### 7.2.1 General Conditions

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## 7.2.2 Supplemental General Conditions

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

#### 7.3 Term of Contract

### 7.3.1 Period of the Contract

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

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

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

### 7.5 Payment

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

### 7.5.1 Basis of Payment

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

## 7.5.2 Limitation of Expenditure - Professional Fees

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

### 7.5.3 Limitation of Expenditure - Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees" to a limitation of expenditure of \$ \_\_\_\_\_\_ (TO BE IDENTIFIED AT SOA AWARD). Applicable taxes included.

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

All payments are subject to government audit.

Estimated Cost: \$ (TO BE IDENTIFIED AT SOA AWARD).

#### 7.5.4 Travel Time

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

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

Where the time traveled is more or less than a day, per diem rates will be converted to hourly rates based on a 7.5 day when calculating reimbursement costs.

## 7.5.5 Limitation of Expenditure - Other Direct Expenses

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

Estimated Cost \$ (TO BE IDENTIFIED AT SOA AWARD). Applicable taxes included.

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

- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 7.5.7 Method of Payment - Monthly Payment

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

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

### 7.5.8 Electronic Payment of Invoices

Method of invoice payment by Crown-Indigenous Related and Northern Affairs Canada 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 (<a href="https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545\_1362495227097">https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545\_1362495227097</a> eng.pdf) and submit the form to the address provided.

## 7.5.9 T1204 - Direct Request by Department

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

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

## 7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. 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;
- a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- 2. Invoices must be distributed as follows:
  - a. The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 7.7 Insurance Requirements

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

#### 7.8 SACC Manual Clauses - Removed

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

### 7.10 Joint Venture

The contractor confirms that the name of the joint venture is \_\_\_\_\_and that it is comprised of the following members: (list all the joint venture members named in the contractor's bid).

With respect to the relationship among the members of the joint venture contractor, each member agree, represents and warrants (as applicable) that:

- 1. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture contractor and has full authority to act as agent for each member regarding all matters relating to the contract
- 2. By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor
- 3. All payments made by Canada to the representative member will act as a release by all the members

All the members agree that Canada may terminate the contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the work in any way.

All the members are jointly and severally or solidarily liable for the performance of the entire contract.

The contractor acknowledges that any change in the membership of the joint venture (i.e. a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject of the assignment provisions of the general conditions.

### **APPENDIX A**

### **SCENARIOS**

### 3.1 Scenario Analysis: Research Plan

### Childhood claim

### Schools operated by Canada, or financed by Canada but operated by a religious entity

### Introduction and instructions

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

Offerors are asked to draft a Research Plan based on the facts of a fictitious scenario as provided below. The Research Plan should identify:

- · The key issues;
- The criteria for determining document relevancy and types of documents (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 possible sources and location of information (do not provide actual file numbers);
- The document review and collection methodology (identifying the methodology for reviewing sources; copying relevant documents, identifying and removing duplicates and entering images or native format versions into an appropriate dataset); and
- The work progress tracking methodology.

NOTE: Although the First Nation, plaintiff 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.

### Case Scenario

Koonis Greateagle representing all survivors of schools operated by Canada, or financed by Canada but operated by a religious entity, v. Her Majesty the Queen in Right of Canada (T-2018-13)

### Factual Summary

This class action was filed on behalf of all Indigenous persons (First Nations, Inuit, Métis, non-status) who attended schools operated by Canada, or were financed by Canada but operated by a religious entity. The class action encompasses attendance at these schools from January 1, 1900 until a school's date of closure or until a school was neither operated nor financed by Canada.

Koonis Greateagle is the representative in this action. She was born on October 25, 1951 and is a member of the Yellow Lake First Nation. She was legally required at the age of six to attend the Yellow Lake School and attended from the fall of 1962 until the summer of 1967. Koonis Greateagle alleges that at the age of 11, when she was in grade 4 or 5, she was sexually abused by the school principal.

### The plaintiff claims:

- 1. That Canada was negligent in the design, establishment, funding, operation, supervision, support, control, and maintenance of the schools that they operated and/or financed for Indigenous children.
- 2. That the children who attended these schools endured cultural assimilation.
- 3. That some of the children who attended these schools endured psychological, physical and sexual abuse perpetrated by employees and other students. Consequently, they seek damages, declarations of responsibility by Canada, interests and costs;

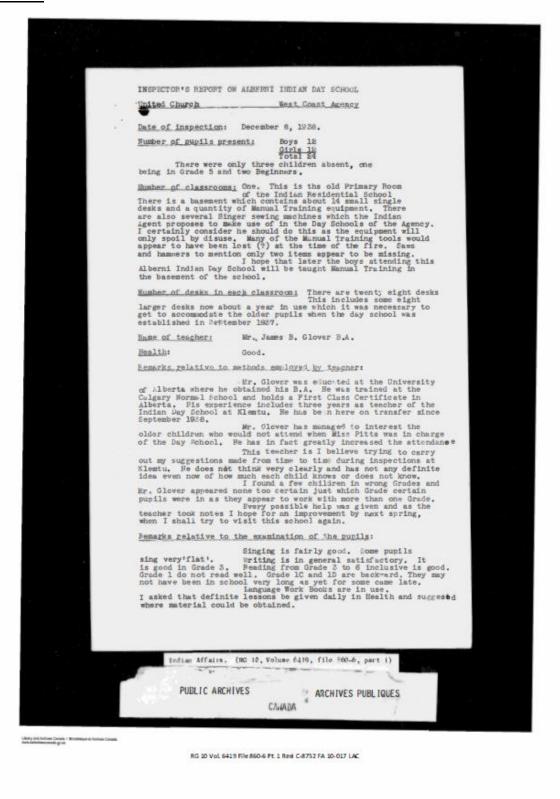
### 3.2 Scenario Analysis: Database Tasks

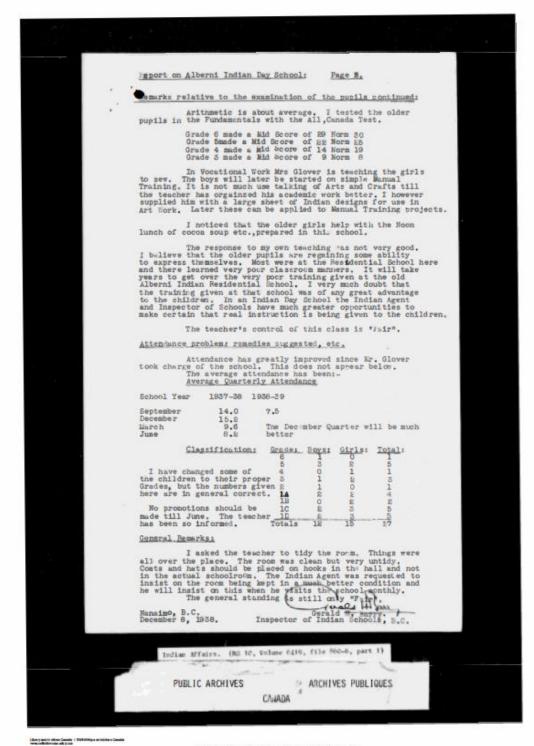
### Introduction and Instructions

The purpose of this exercise is to test the offeror's ability to create a code and data set and summarize the ten documents provided. The resulting Excel-based data set will assist in preparing Canada's defense and ensure that Canada meets its legal obligation to disclose all relevant documents. Summaries should reflect the core content of the document.

- 1. Offerors are asked to read and process the document set provided according to the attached Appendix B (Tombstone Coding Protocol Guide).
- 2. All Document ID Nos. should commence with the prefix "SOFC".
- Offerors' written summaries should summarize the key content of the respective documents into NO MORE than 1-2 concise and clear sentences. These summaries must be included as an additional field called "SUMMARY" in the completed data set.

### (10) English Public Record Documents





RG 10 Val. 6419 File 860-6 Pt 1 Reel C-8752 FA 10-017 LAC

sox 1240

Indian and Northern Affaires inciennes et du Nord Canada et du Nord Canada:

"hompson, Manitoba RN IPI

ebruary 5, 1986

Director of Education Manitoba Region

Attention: J. Bagacki 1/Reg. Supt. Blem. & ec. Education

sur file Notre référence E 4700-16 (E2) E 1730-Educ.-86/87 (E2)

1986-87 FEDERAL SCHOOL BUDGET - THOMPSON DISTRICT VOTE 5 & VOTE 15)

attached please find the above-noted for the six Federal chools in the Thompson District. The units and prices used in the calculation of these budgets were the October, 985 Nominal Roll and the November. 1985 Data Base approved prices.

'ou will notice, however, that in some cases, (for example suidance), actual prices were used as per my telephone conversation with you on February 3, 1986.

Mr. Ron Long and I spent considerable time and effort in the preparation of this package and based on this, I am sking that you give our request serious consideration.

me of the concerns which I have expressed over the past several years and which to date has not been dealt with, s the cost differential incurred in northern Manitoba, particularly in travel and freight. These budgets reflect cost differential of 25% in transportation (Teacher "ravel and Removal) and 15% in freight (Instructional Guipment, Instructional Supplies, School Supplies).

am requesting that you give the immediate preceding your attention, taking into consideration that it is "real and provisions are made under Band Operated Schools for these very same factors.

am also requesting equalization costs for small schools Tadoule Lake and York Landing) because provision is made or this in Band Operated Schools.

anada

LAC (WFRC) RG10 ACC. 2001-01051-6 BOX 1 FILE WIN-E-4700-19 PT. 3

2-

There are a number of other items which are funded under and Operated Schools which the Federal Schools are not receiving and which you could possibly provide us with an explanation for:

- a) Library Program \$11.00 per student;
- (b) High School Equalization Grant \$160.00 per student -Grades 10 - 12;
- (c) Science Program \$32.00 per unit Grades 7 12.

in summary, our request rolled up by V.C.C. is as follows:

### SUMMARY FEDERAL SCHOOL BUDGET

			Tribateless	C.C. #			TOTAL	TOTAL
NAME OF SCHOOL	112	312	113	313	316	317	VOTE 5	VOTE 15
Split Lake	13.5	41.1	186.2	57.1	26.1	1.5	199.7	125.8
Shamattawa	6.0	23.1	94.8	59.9	27.8	1.5	100.8	112.3
Lac Brochet	6.7	-	95.3	50.3	27.4	1.5	102.0	79.2
York Landing	2.4	7	26.0	25.7	41.5	1.5	28.4	68.7
Tadoule Lake	2.2	-	28.9	43.9	-	1.5	31.1	45.4
Pukatawagan (Pro-rated to Sept. 1/86)	3.5	3.4	19.3	74.2	-	6.3	22.8	83.9
V.C.C. 022			20.0				20.0	
V.C.C. 117			15.0				15.0	
TOTALS (District)	34.3	67.6	485.5	311.1	122.8	13.8	519.8	515.3

n addition, you mentioned you would be providing \$15,000. in V.C.C. 117 for travel with respect to A/A.D.S.E.

will require \$20,000.00 in V.C.C. 022 - D.S.E. (which includes travel, recruitment, and telephone costs).

If you should have any questions regarding any of this, Wr. Long and I will be in Regional Office February 6, 1986 at which time we can review this package.

"hank you.

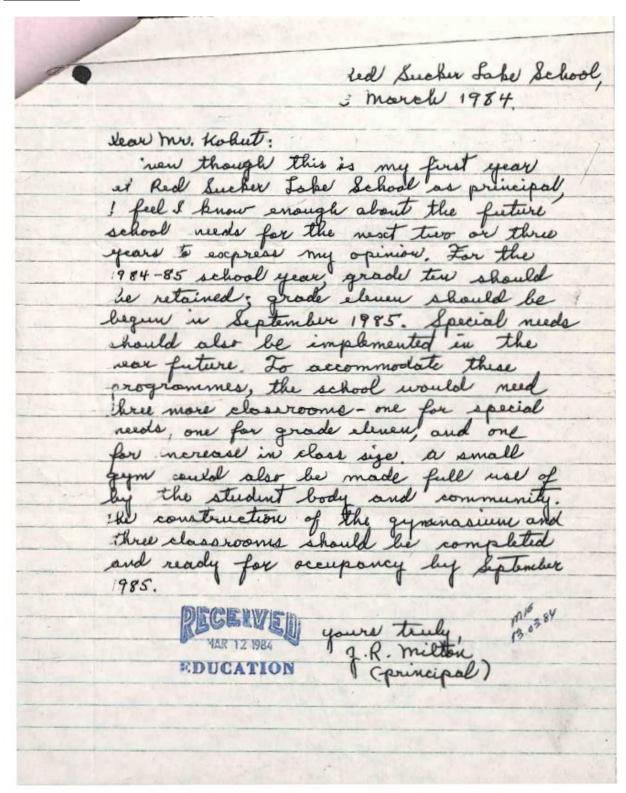
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Dist. Supt. Education "hompson District Indian & Inuit Affairs c.c. G. Maxwell (Ruid Copy)

A. Dighe

R. Long

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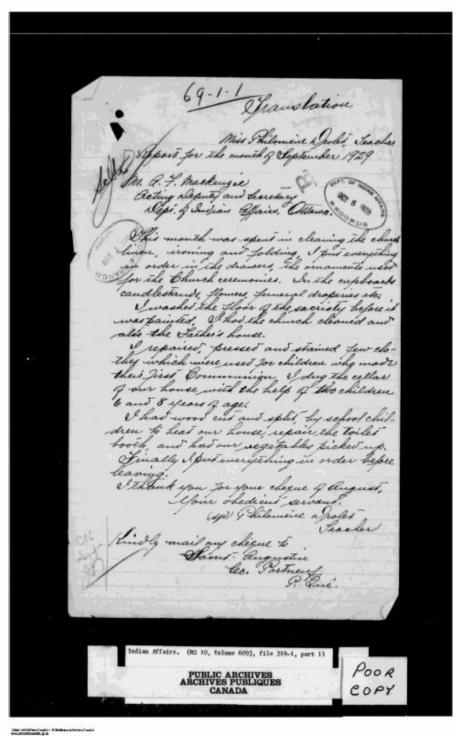


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RG 10, Accession 1994-95/356, Box 1, File 25-11-Kyuquot, Part 1 Library and Archives Canada - Vancouver



SANDY BAY SCHOOL SANDY BAY RESERVE, MANITOBA SANDY BAY BAND.

## Community and School Facts

The Sandy Bay Reserve is situated 156 kilometres northwest of Winnipeg. The total band population is almost 2300, of which approximately two-thirds live on reserve.

The band was one of the first in Canada to assume control of its education program in 1974. The band Education Authority whose members are elected by Band members, operates at arms length but not entirely independent of the Band Council, as it has not been incorporated.

The school offers all grades from four-year-old kindergarten to 12, with a total population of over 700 students. The school has a policy of accepting all who wish to attend and therefore also services non-Indian students who live nearby.

Because the Sandy Bay Education Authority recognizes the value of what is offered in the Provincial curriculum, it has chosen to augment that program with community and native relevant material rather than developing its own material entirely. With the help of a (Metis) professor from Brandon University, the teachers have developed a culturally integrated program which takes every possible opportunity to relate what is being taught to the students' background. Specifically, grades one to six learn about their community in general; grades seven to nine study Indians of the world; and, grades ten to twelve take native studies credit courses.

#### Achievements

- The band opened a new school in 1985 to house the K4 to 12 program, including industrial arts and home economics shops, a science laboratory and a music room.
- As a result of more relevant native curriculum which reflects the community environment, students have developed pride in their heritage.
- The grade twelve drop-out rate has dropped from 98% in 1973 to 38% in 1985.
- Of the sixty (60) high school graduates to date, most have gone on to college or university.

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RG 10, Accession 2001-00934-8, Box 20, File 501/25-1-286[33] Part 1, LAC - Winnipeg



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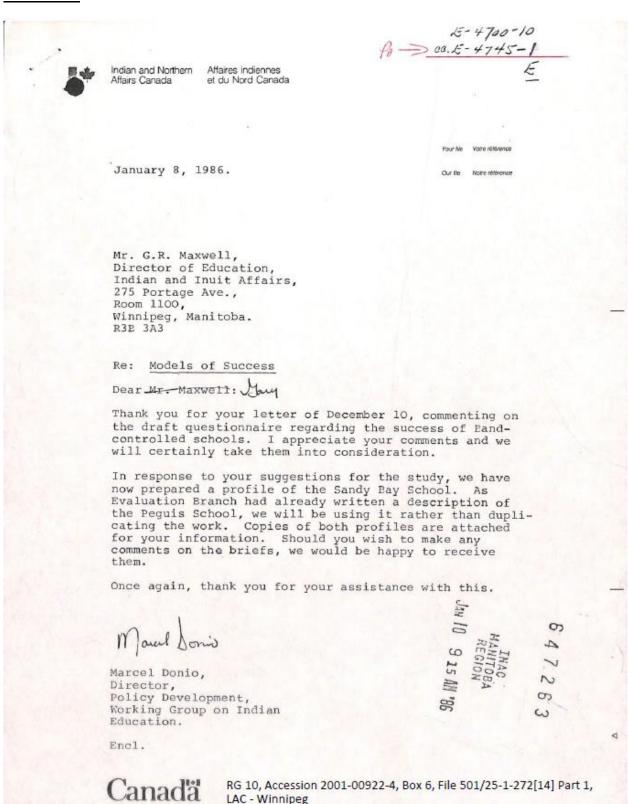
### Achievements (Cont'd)

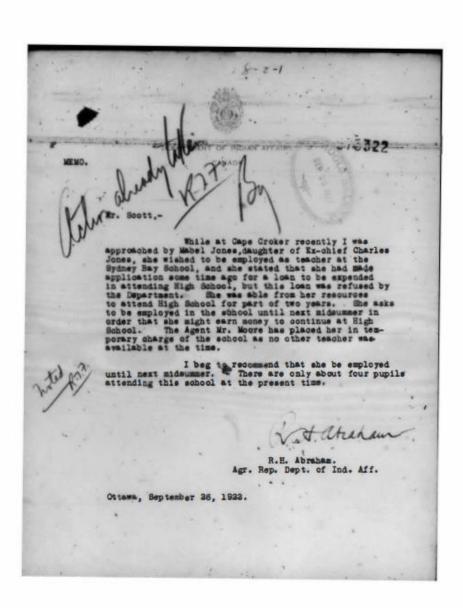
- Professional staff turn-over in the school has dropped from 60% per year in 1973 to 1% in 1985.
- Community support is strong and the school is busy nightly with courses or community programs.

### Problems

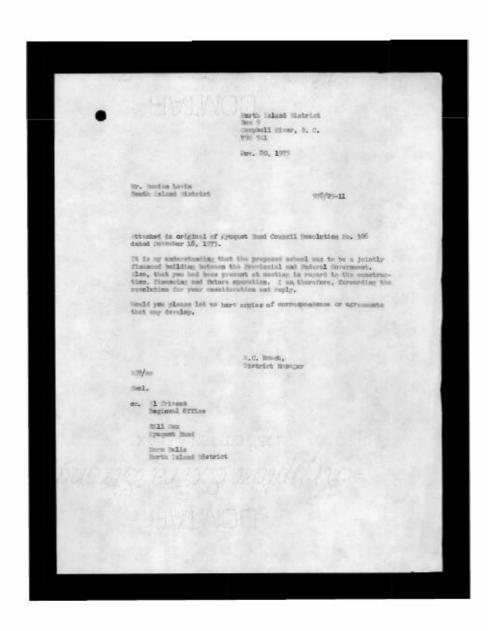
- Funding restrictions prevent the school from providing the number of options that they would like to provide to the secondary school students.
- Classes in the elementary grades are large with approximately 30 students per teacher.
- The Province will not pay the tuition of the non-Indian students as it provides transportation to the Provincial school 40 miles away.
- The Department will not pay the tuition of off-Reserve Indian students who are attending the school.

RG 10, Accession 2001-00934-8, Box 20, File 501/25-1-286[33] Part 1, LAC - Winnipeg





RG 10, Volume 6166, File 433-1, Part 1, Reel C-8217 Library and Archives Canada



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#### **APPENDIX B**

### TOMBSTONE CODING PROTOCOL GUIDE

**Please Note:** This guide is intended to provide a basic outline of tombstone coding protocol requirements. The protocols and requirements, including the number of fields, outlined in this guide may be amended and adjusted as required and as agreed to with the Project Authority.

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

### Types of Fields

#### Note Field

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

### **Multi-entry Field**

Designed to hold multiple alpha-numeric entries. Searching can be done on individual entries. The data can be tallied. Each entry is on its own line and should not exceed 80 characters.

Example fields are Author, Recipient, CC/BCC, Mentions, Saw/Signed, DOJ PRIV/Producibility, Document Features, etc. Maximum size of this field is 32,000 characters.

#### **Date Field**

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

#### Time Field

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

#### Integer Field

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

### **Currency Field**

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

#### Real Field

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

### **Text Field**

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

## **Standard Fields**

- 1. Document ID No.
- 2. Document Page Amount
- 3. Document Type
- 4. Document Title
- 5. Document Dates (Cover, Document, Assigned)
- 6. Attached and Related Documents
- 7. Document Names Fields (Author, Recipient, cc/bcc and saw/signed)
- 8. Other Names Mentioned in Document

#### 1. Document ID No.

Column Name	Field Type	Lookup Table	Validation Template
DOCID	Note	No	No

#### **COMMENTARY**

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

#### **EXAMPLES**

XXX-00201 - the 201st document in the XXX collection - there are no attachments

XXX-00200[000-010] - the 200th document in the XXX collection – this is the cover document with a total of ten attached documents

XXX-00200[002-010] - the 200th document in the XXX collection - the second of ten attached documents

#### **PROTOCOL**

- NEVER use letters to end your document number as this causes incorrect sorting when the number of attachments exceeds 26 ("Z")
- the alpha portion is a prefix, which visually identifies the records as belonging to a particular case
- the alpha portion is searchable and provides an easy way to select all the records for a particular case [DOCID=XXX\*]
- leading zeros are necessary to have the number sort properly for large cases use a 6 digit number
- attached documents are indicated by the numbers inside the square brackets [ ] the first number indicates the document's order within the attached set the second number is the total number of attachments excluding the cover document the main number repeats for each of the attached documents
- the cover document is indicated by [000-002] the first attachment is [001-002] and so on
- the Document ID number appears on all pages at the top right hand corner
- every document going into the database must have a unique document identification number

#### **CAUTIONS**

- DO NOT use a period [.] in Document ID numbering use a hyphen [-] instead as shown in the examples provided
- all DOCID number patterns must be zero-filled to the same number of digits to ensure that the documents sort properly

## 2. Document Page Amount

Column NameField TypeLookup TableValidation TemplatePageamtIntegerNoNo

## **COMMENTARY**

- note how many pages are actually in each document

#### **PROTOCOL**

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

#### **NOTES**

- leading zeros do not need to be used in this field

## 3. Document Type

Column NameField TypeLookup TableValidation TemplateDoctypeNoteYesNo

#### **COMMENTARY**

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

#### **PROTOCOL**

- should only be one document type per document
- use the look-up table to ensure consistency
- attachments coded as separate records should have their own document type
- there may be additional document types that are not on the general list that can be added

#### **EXAMPLES**

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

## **CAUTIONS**

- consistency in this field is essential
- avoid conflicting descriptions like memorandum, memo, memoranda, and memos searching becomes difficult and records may be missed
- do not add descriptive remarks like Draft, Handwritten

## 4. Document Title

**Column Name Lookup Table Validation Template** Field Type

Doctitle Note No No

#### **COMMENTARY**

captures the factual title of the document or the reference line from correspondence [RE: line] - it is not meant to capture subjective titles given to documents

## **PROTOCOL**

- include the full title of the document
- leave the field empty, if there is no title or RE line
- list the complete title or RE: line as a single line even if it has multiple lines in the document

## 5. <u>Document Dates</u> (Cover, Document, Assigned Dates, Other Dates, List Date)

#### a. Cover Date

Column NameField TypeLookup TableValidation TemplateCovdateDateNoNo

#### **COMMENTARY**

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

#### **PROTOCOL**

- the date the cover (parent) document was created is the only acceptable entry do not enter faxed dates, stamp dates, etc. here an Estimated date should go into the Assigned Date field only [See Assigned Date]
- ALWAYS use a four digit year
- if you cannot determine the date of the document then a "Fuzzy" date entry is acceptable [00-00-0000]. Fuzzy is a term for a zero date portion the field still behaves as a true date field and the documents will sort in proper chronological order any segment of the date can be zero-filled (e.g. 04-00-2005, 00-00-2005)
- for a document with attachments where you **know** the dates:
- the parent document [cover] would have the same Cover Date and Document Date
- each of the attachments to the parent document would have the same Cover Date as the original parent document and their own individual Document Dates
- for a document with attachments where you **cannot determine** the dates:
- the parent document [cover page] would have a Fuzzy date entered for Cover Date and Document Date
  - the attachments would each have a Fuzzy date entered for cover Date and Document Date

#### b. Document Date

Column NameField TypeLookup TableValidation TemplateDocdateDateNoNo

#### **COMMENTARY**

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

#### **PROTOCOL**

- the date the document was created is the only acceptable entry do not enter faxed dates, stamp dates, etc. an Estimated date should go into the Assigned Date field only [see Assigned Date field]
- if you cannot determine the date of the document then a Fuzzy entry is acceptable [00-00-0000]

#### **EXAMPLES**

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

#### c. Assigned Date [mandatory]

Column Name	Field Type	Lookup Table	<b>Validation Template</b>	On The List
Assidate	Date	No	No	No

#### **COMMENTARY**

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

#### **PROTOCOL**

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

#### **EXAMPLES**

- for a document with attachments where you **do not know** the exact dates, but you may be able to estimate from the cover page or an attachment:
- the parent document [cover page] would have a Fuzzy date entered for Cover Date and Document Date
- enter the date estimate into the Assigned Date field
- the attachments would each have a Fuzzy date entered for Cover Date and Document Date the Assigned Date field would contain whatever estimated date determination you were able to make for the attachment itself

## **NOTES**

- always use the Covdate for sorting when preparing the list

## 6. Attached and Related Documents

#### a. ParentID

Column NameField TypeLookup TableValidation TemplateOn The ListParentidNoNoNo

#### **COMMENTARY**

this field is required to link an attached record back to its parent document

#### **PROTOCOL**

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

#### **EXAMPLES**

- for document LMB-00001[00-02] ParentID would be blank
- for document LMB-00001[01-02] ParentID would be: LMB-00001[00-02]
- for document LMB-00002] ParentID would be blank

#### b. Attachment Links [\*]

Column Name	Field Type	Lookup Table	<b>Validation Template</b>	On The List
Attlink	Muli-Entry	No	No	No

#### **COMMENTARY**

 used to link the images of other attachments to that record - this allows the associated attachment images to be seen without having to move between records

#### **PROTOCOL**

- enter the image link ID for the other attached documents do not include the image link ID of the current document only the other children and the parent should be keyed into the field
- enter one image link per line enter the parent image link first followed by the attachments in order

#### **EXAMPLES**

- for document LMB-00001[00-02] Attlink would appear like this:

LMB-00001[01-02] LMB-00001[02-02]

- for document LMB-00001[01-02] Attlink would appear like this:

LMB-00001[00-02] LMB-00001[02-02]

## 7. Document Names Fields (Author, Recipient, cc/bcc and saw/signed)

- the following fields, which capture the document names, have the same format and protocol

#### Author [\*] Recipient [\*] CC/BCC [\*]

Column Name	Field Type	Lookup Table	Validation Temple	ate On The List
Author	Multi-Entry	Yes	No	Yes
Recip	Multi-Entry	Yes	No	Yes
Ccbcc	Multi-Entry	Yes	No	No

#### **COMMENTARY**

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

#### **PROTOCOL**

- DO NOT use punctuation of any kind
- every document must have something entered in the author/recipient fields
- it is acceptable to put N/A for those documents which do not normally have an author or recipient
- there are three segments to a name field:
  - Individual
  - (Position)
  - [Company]
- enter the name, position, department and/or company of the person(s) who authored the document
- last name capitalized, full first name if available, otherwise use initials
- use mixed case for positions do not use acronyms or abbreviations for positions, even if they are abbreviated in the document type the full position instead use a hyphen to separate if you are adding a further subposition or Regional description, such as BC Region, or HQ to the individual's position
- for Unknown or Illegible names, positions, departments/companies:
- identify each portion of the name as their own component as noted above
- if the name of the person is illegible or unknown, capitalize ILLEGIBLE OR UNKNOWN
- if the **position** is illegible or unknown, put Illegible or Unknown inside the round brackets with the same mixed case format as you would where you know the position
- if the department or company is illegible or unknown, put Illegible or Unknown in mixed case inside square brackets
- do not add titles such as Mr., Mrs., Dr., etc.
- signature block rules that individual who is typed at the bottom of the document is considered the author even if another individual signed for that person
- last names should always be capitalized wherever used in the database

#### **EXAMPLES**

- when you know who authored the document use this format\*: SMITH John (Director General) [DIAND]
  - \*note that the last name is capitalized, the position in mixed case, and the department upper case department names are standardized
- for attributed information use this format: SMITH John + (Director General) [DIAND]
- for Unknown, Illegible, N/A use this format:
  - UNKNOWN (Director) [DIAND]
  - SMITH Joe (Unknown) [DND]
  - CHARLIE Bob (Forester) [Unknown]
  - ILLEGIBLE (Director) [DIAND]
  - SMITH Joe (Illegible) [DND]
  - CHARLIE Bob (Agent) [Illegible]
  - N/A
- for incomplete information\* where only one or two of the segments are shown in the document:

(Superintendent of Education) [DIAND] [DIAND] (Chief Forester)

\*note - put the known segment into the field in its appropriate wrapper characters (round or square brackets) - these are essential

8. Other Names Mentioned in Document

Column NameField TypeLookup TableValidation TemplateOthernamesMulti-EntryYesNo

#### **COMMENTARY**

- the field is used to enter as many other names as required and each name is to appear on a single line
- field is often used to note plaintiffs, alleged perpetrators, registered children, staff, etc.
- field should not be used to record the author(s), recipient(s) and CC/BCC(s) found in the document

## **PROTOCOL**

- DO NOT use punctuation of any kind
- it is acceptable to put N/A for those documents which do not normally have other names
- last name capitalized, full first name if available, otherwise use initials
- use mixed case for positions do not use acronyms or abbreviations for positions, even if they are
  abbreviated in the document type the full position instead use a hyphen to separate if you are adding a
  further sub-position or Regional description, such as BC Region, or HQ to the individual's position
- for Unknown or Illegible names, positions, departments/companies:
- if the name of the person is illegible or unknown, capitalize ILLEGIBLE OR UNKNOWN
- do not add titles such as Mr., Mrs., Dr., etc.
- last names should always be capitalized wherever used in the database
- religious titles should be entered in parentheses following the last name

#### **EXAMPLES**

- SMITH Joan (where full names are known)
- J.S. (where full names are unknown)
- SMITH (Reverend) John

#### **APPENDIX C**

#### **DOCUMENT SCANNING SPECIFICATIONS**

**Please Note:** This annex outlines the basic requirements for scanning documents under DM-7, DM-8 and DM-9 of the Statement of Work. The specifications outlined in this annex may be amended and adjusted as required and as agreed to with the Project Authority.

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

#### ANNEX "A"

#### STATEMENT OF WORK

#### SW1 TITLE

Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC), Settlement Agreement and Childhood Claims Branch (SACCB) – Research Analysis, Research Services and Document Management – Standing Offer Agreement (Firms)

#### SW2 BACKGROUND

- 2.1 In 2016, the Government of Canada embarked on a new, more conciliatory approach to resolving historic Indigenous childhood claims litigation outside of the courts in a manner that would allow Canada to support reconciliation, healing, wellness, language, culture and commemoration, wherever possible. The current childhood claims inventory includes litigation and settlement implementation related to: day scholars (day students) at Indian Residential Schools, Federal Indian Day Schools, Sixties Scoop, Indian Boarding Homes, Indian Hospitals, non-federal residential institutions, litigation stemming from the Indian Residential Schools Settlement Agreement and other litigation with similar fact scenarios.
- 2.2 In the delivery of its responsibilities, SACCB has an ongoing need for determination, planning and implementation of research arising from settlement agreements and litigation. This includes the analysis and written presentation of documentary evidence from historical sources, government records, past and present CIRNAC Program personnel and various professionals within the field.
- 2.3 Contractor services will support SACCB's determination, planning and implementation of research requirements arising from settlement agreements and litigation as noted in 2.2 above.

#### SW3 OBJECTIVE

- 3.1 CIRNAC intends to award up to a total of five (5) Standing Offer Agreements (SOAs) to qualified firms with at least six (6) resources located in the National Capital Region (NCR) that are capable of providing CIRNAC with the required Research Analysis, Research Services and Document Management.
- 3.2 Firms shall be legally structured as a corporation, partnership or joint venture.
- 3.3 CIRNAC seeks Firms with at least six (6) resources located in the NCR that are capable of:
- 3.3.1 Providing research analysis and writing required to ensure that a complete evidentiary record is compiled for use in litigation or Settlement Agreement activities;
- 3.3.2 Planning, managing and directing research projects and teams; and
- 3.3.3 Conducting primary and secondary research to identify, collect, summarize and extract information from documents related to CIRNAC litigation and Settlement Agreements and to create document collections, document databases, reports, file summaries, map/survey collections, and bibliographies as well as to provide other related research services.
- 3.4 Firms shall be capable of providing the above services in the following three (3) Service Areas:
  - a) Research Analysis;
  - b) Research Services; and
  - c) Document Management.

## SW4 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 (SoW).

Term/Acronym	<u>Definition</u>
Call-up	Under a valid Standing Offer Agreement, a Call-up is 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. The Call-up will contain requirements for the provision of the required services consistent with the SoW, and may consist of any combination of the required services and deliverables defined in SW6.0 - Scope of Work and SW7.0 - Deliverables.
	Upon acceptance of the Call-up by the Contractor, the Call-up forms a binding agreement.
CIRNAC	Crown-Indigenous Relations and Northern Affairs Canada.
Contracting Authority	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 to whom a Call-up has been awarded.
Departmental Legal Counsel	Legal Counsel acting on behalf of CIRNAC.
DM	Document Management.
Firm	An entity holding at least the minimum number of resources required by this Standing Offer Agreement.
GoC	Government of Canada.
IRSSA	Indian Residential Schools Settlement Agreement.
National Capital Region (NCR)	For the purposes of this SOA, the National Capital Region shall be the area encompassed by the Ottawa–Gatineau census metropolitan area (CMA) [see <a href="http://www12.statcan.gc.ca/census-recensement/2016/as-sa/fogs-spg/Facts-cma-eng.cfm?LANG=Eng&amp;GK=CMA&amp;GC=505&amp;TOPIC=2">http://www12.statcan.gc.ca/census-recensement/2016/as-sa/fogs-spg/Facts-cma-eng.cfm?LANG=Eng&amp;GK=CMA&amp;GC=505&amp;TOPIC=2</a> ].
Project Authority	A person, occupying a specific position within CIRNAC or fulfilling a specific organizational function, who is responsible for monitoring the Contractor's execution of the work under the Standing Offer Agreement, as well as acting as a single point of contact on behalf of CIRNAC.

Term/Acronym	<u>Definition</u>
RA	Research Analysis.
RS	Research Services.
SACCB	Settlement Agreement and Childhood Claims Branch.
SoW	Statement of Work.
Standing Offer Agreement (SOA)	An agreement between CIRNAC and a qualified Contractor to provide Research Analysis, Research Services and Document Management 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.

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

#### Appendix B - Tombstone Coding Protocol Guide;

#### **Appendix C - Document Scanning Specifications**

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

#### SW5 BUSINESS AND TECHNICAL ENVIRONMENT

- 5.1 Business Environment
- 5.1.1 The headquarters of CIRNAC's SACCB is in Ottawa, Ontario. SACCB operates within a standard office environment.
- 5.1.2 Relevant records and archival repositories are located in Ottawa, Winnipeg, Vancouver, Regina and Edmonton.
- 5.1.3 CIRNAC's regular operating hours are Monday to Friday, 8:00 a.m. to 5:00 p.m., local time, excluding statutory and government holidays.
- 5.2 Technical Environment
- 5.2.1 CIRNAC's current desktop software is Microsoft Office 2016.
- 5.2.2 SACCB's current database software is Ringtail 9.4 and above.

#### SW6 SCOPE OF WORK

- 6.1 The scope of work attached to each Call-up against the Standing Offer will identify the particular factual matters, issues, allegations, and other relevant areas of consideration that shall be researched, verified, documented, and reported upon. Under each Call-up, services may consist of Research Analysis and/or Research Services, and may include Document Management.
- 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 settlement agreements, statements of claim, statements of defense, previously written historical reports and other court documents to identify all factual and policy issues relevant to the litigation:
- RA-2. Prepare a research plan for review and acceptance by the Project Authority. The plan shall identify the key information repositories and sources (electronic, archival, and others), their expected relevance to the litigation, the expected time required to review the sources, and, where applicable, suggest additional or alternative sources or repositories that should be considered, along with the time required to review these additional sources;
- RA-3. Prepare terms of reference for litigation research related projects, including work to be done by other members of the research team;
- RA-4. Identify relevant primary and secondary sources, files/reels/electronic data and specific materials to be reviewed for the purposes of the litigation;
- RA-5. 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 analysis shall be done in consultation with Departmental Legal counsel and the Project Authority;
- RA-6. 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-7. Conduct genealogical analysis and related research with respect to the issues in the litigation;
- RA-8. Prepare briefing materials on issues related to the litigation for the Project Authority;
- RA-9. Lead research teams in the planning, management and quality assurance of research, and coordinate activities of research teams;
- RA-10. Assist Departmental Legal Counsel in the preparation of examination for discovery proceedings as well as the preparation of questions or answers to questions resulting from interrogatories or undertakings:
- RA-11. Participate in meetings with the Project Authority and legal counsel to provide briefings and discuss research strategies;
- RA-12. 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-13. Develop background material and be prepared to answer questions and suggest further sources and avenues for all research activities relevant to the litigation;
- RA-14. 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-15. Perform other Research Analysis functions, as requested by the Project Authority; and
- RA-16. Provide affidavit(s) and potentially testify in relation to conducted research.

#### 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) of each file reviewed and, if required, enter the file summary and other data about the file into a database;
- RS-5. Prepare summaries of each document identified as relevant and enter document summaries, research results, researchers' remarks, and other data elements, including general coding, identified by the Project Authority into a database;
- RS-6. Transcribe and produce legible copies of illegible documents;
- RS-7. Assemble, collate and/or gather information into a written report/research product including, but not limited to, annotated lists, chronology of events, or summaries of facts and/or documents;
- RS-8. Make recommendations on documents to be included / excluded in an affidavit of documents or affidavit of records;
- RS-9. Redact and sever documents (removing information pertaining to other persons from documents so as to enable the distribution of the document), in accordance with Access to Information Privacy (ATIP) legislation and policy decisions.
- RS-10. Review documents and assign established issue codes according to given scope notes, parameters, terms of reference and/or instructions by the Project Authority;
- RS-11. Suggest or recommend individuals with key knowledge of the litigation issues who may be of assistance to the Project Authority or legal counsel;
- RS-12. Attend meetings and prepare regular status reports on the progress of the work and milestones achieved in the work done to date; and
- RS-13. 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 as described below, as and when required, and as described in any resulting Call-up:

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

#### DM-11. OPTIONAL Document Management

As included in the Contractor's Proposal:

a. Assist in processing of electronic information to create electronic document sets based on predetermined parameters.

#### SW7 DELIVERABLES

- 7.1 All written material shall be provided in hard and/or electronic copy as requested by the Project Authority and prepared in accordance with the instructions provided by the Project Authority. Unless otherwise specified, the electronic copy shall be provided in the current version of CIRNAC's approved desktop software (currently PC-based Microsoft Office Suite 2016). 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 9.4).
- 7.2 In accordance with the activities defined in SW6.0 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 research report and an indexed compilation of documents relied upon to accompany such report, prepared in accordance with RA-6 and RS-7;
- 7.2.3 Background documentation, updates and briefing materials, in accordance with RA-8 and RA-13;
- 7.2.4 Analytical status reports, in accordance with RA-12;
- 7.2.5 A compilation of all relevant documentation, which has been reviewed, annotated, and summarized, in accordance with RS-4 and RS-5;
- 7.2.6 File summaries (records researched), in accordance with RS-4:
- 7.2.7 Transcribed copies of illegible documents, in accordance with RS-6;
- 7.2.8 Status reports, in accordance with RS-12;
- 7.2.9 Document set(s) which have been copied, organized, labelled and otherwise processed, in accordance with DM-1 and DM-2;
- 7.2.10 Updated databases and/or completed input documents for the database, in accordance with RA-14 and DM-3;
- 7.2.11 Document set(s) which have been scanned in accordance with DM-7;
- 7.2.12 Electronic document sets as a result of any related DM activities;
- 7.2.13 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);
- 7.2.14 Any documents required for preparatory trial work, including affidavits and potential testimony, in accordance with RA-16;
- 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 SW5.2, above.

#### SW8 RESOURCE REQUIREMENTS

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

Resource Category	Minimum Resource Qualifications
Research Analysis (Principal)	<ul> <li>An undergraduate degree in a relevant discipline including but not limited to history, Indigenous studies, or law;</li> </ul>
	AND
	Six hundred and sixty (660) billable days (7.5 hours per day) of full-time professional work experience* (within the last ten years) conducting Research Analysis related activities (other than database research)**, as defined in the SoW, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous litigation or settlement activities related to childhood claims or Indian residential schools or other types of Indigenous grievances or litigation (e.g. specific claims, comprehensive claims, treaty negotiations).
	OR
	One thousand one hundred (1100) billable days (7.5 hours per day) of full-time professional work experience* (within the last ten years) conducting Research Analysis related activities (other than database research)**, as defined in the SoW, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous litigation or settlement activities related to childhood claims or Indian residential schools or other types of Indigenous grievances or litigation (e.g. specific claims, comprehensive claims, treaty negotiations).
	*The professional work experience must include some experience in all of RA-3, RA-4, RA-5, RA-6, RA-8, RA-9, RA-13 and RA-16, as defined in the SoW. Experience gained during formal education shall not be considered professiona work experience.
	**Database research includes research conducted solely on internal databases of documents where original research was completed by others.
Research Analysis	<ul> <li>An undergraduate degree in a relevant discipline including but not limited to history, Indigenous studies, or law;</li> </ul>
	AND
	Two hundred and twenty (220) billable days (7.5 hours per day) of full-time professional work experience* (within the last ten years) conducting Research Analysis related activities (other than database research)**, as defined in the SoW, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous litigation or settlement activities related to childhood claims or Indian residential schools or other types of Indigenous grievances or litigation (e.g. specific claims, comprehensive claims, treaty negotiations).

Resource Category	Mir	Minimum Resource Qualifications			
	OR				
	>	Eight hundred and eighty (880) billable days (7.5 hours per day) of full-time professional work experience* (within the last ten years) conducting Research Analysis related activities (other than database research)**, as defined in the SoW, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous litigation or settlement activities related to childhood claims or Indian residential schools or other types of Indigenous grievances or litigation (e.g. specific claims, comprehensive claims, treaty negotiations).			
		*The professional work experience must include some experience in at least three of RA-2, RA-4, RA-5, RA-6, RA-8, RA-9, and RA-13, as defined in the SoW. Experience gained during formal education shall not be considered professional work experience.			
		**Database research includes research conducted solely on internal databases of documents where original research was completed by others.			
Research Services	A	Two (2) years or four (4) complete semesters of full-time, post-secondary education in a relevant discipline such as but not limited to history, Indigenous studies, or law;			
		AND			
	A	One hundred and forty (140) billable days (7.5 hours per day) of full-time professional work experience* (within the last ten years) conducting Research Services related activities (other than database research)**, as defined in the SoW, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous litigation or settlement activities related to childhood claims or Indian residential schools or other types of Indigenous grievances or litigation (e.g. specific claims, comprehensive claims, treaty negotiations).			
		OR			
	>	Four hundred and forty (440) billable days (7.5 hours per day) of full-time professional work experience* (within the last ten years) conducting Research Services related activities (other than database research)**, as defined in the SoW, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous litigation or settlement activities related to childhood claims or Indian residential schools or other types of Indigenous grievances or litigation (e.g. specific claims, comprehensive claims, treaty negotiations).			
	<b>&gt;</b>	*The professional work experience must include some experience in at least four of RS-1, RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8 and RS-10, as defined in the SoW. Experience gained during formal education shall not be considered professional work experience			
		**Database research includes research conducted solely on internal databases of documents where original research was completed by others.			

Document Management	<ul> <li>Successful completion of high school, or experience of 2 years in a relevant document management field.</li> <li>Eighty-five (85) billable days (7.5 hours per day) of experience conducting</li> </ul>
	Document Management similar to those described herein.
Language Requirements	A minimum of one resource in either resource category Research Analysis (Principal) or Research Analysis must be capable of providing bilingual services at the advanced level for Comprehension and Written Communication and intermediate level for Oral Communication (refer to Annex E).
	All remaining resources must be capable of providing English services at the advanced level for Oral Communication, Comprehension and Written Communication (refer to Annex E).

#### 8.2 Resource Addition

8.2.1 Resources additional to those named in the Contractor's Proposal will be evaluated and qualified by CIRNAC after Award, at CIRNAC's discretion, on the basis of the minimum qualifications and resource requirements outlined in the SoW under section 8.0 Resource Requirements.

#### SW9 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 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 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 CIRNAC's Research Analysis, Research Services, and Document Management. 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, 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 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. Administrative costs, including invoicing preparation, progress reports, or *ad hoc* reports, are not 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 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 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 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 services undertaken;
- 12.1.3 Provide a work plan and schedule prior to the commencement of work on any resultant Call-up(s), as required:
- 12.1.4 Complete assigned work according to pre-defined schedules and standards;
- 12.1.5 Provide Quality Assurance monitoring on all deliverables;
- 12.1.6 Supply all of its own tools, facilities, equipment, and software required for completion of the work, unless otherwise directed by the Project Authority; and
- 12.1.7 As required, liaise with the Project Authority and any stakeholders identified by the Project Authority for meetings, project reviews and other related project management services.

#### SW13 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; and to meet with CIRNAC subject matter experts and other personnel; 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 A copy of *Researchers' Guidelines* prior to any Call-up issuance.

#### SW14 LOCATION OF WORK AND TRAVEL

#### 14.1 Location of Work

- 14.1.1 The location of work will be the NCR, unless otherwise specified in any resultant Call-up.
- 14.1.2 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.
- 14.1.3 Contractors located in the NCR are responsible for all costs related to their own personal expenses, including the cost of travel between their place of business and the NCR office or NCR-located archival repositories.
- 14.1.4 Any contractor located in Winnipeg, Vancouver, Regina or Edmonton is responsible for all costs related to their own personal expenses, including the cost of travel between their place of business and the applicable CIRNAC Office and/or archival repository.

#### 14.2 Travel

- 14.2.1 There may be the occasional requirement for a Contractor to travel to locations outside of the NCR, as specified in the Call-up documents.
  - a) If required, any travel must be authorized in advance by the Project Authority and undertaken in accordance with the National Joint Council Travel Directive <a href="https://www.njc-cnm.gc.ca/directive/d10/en">https://www.njc-cnm.gc.ca/directive/d10/en</a>.
  - b) Contractors will be reimbursed for 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 maximize any need for the Project Authority to pay for the 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 preapproval.

#### SW15 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.
- 15.2 The language of all written Deliverables will be specified in any resultant Call-up(s), and may be either English, French, or both.

#### ANNEX "B"

#### **BASIS OF PAYMENT**

- All of the information required in this section MUST appear in the Offeror's Financial Offer ONLY. The
  Offeror's Financial Offer MUST be submitted separately from the Offeror's Technical Offer. The Offeror's
  failure to comply with this condition will result in the Offeror's Offer being declared non-compliant and being
  given no further consideration.
- 2. Failure on the part of the Offeror to provide the information required within the Financial Offer Table will result in CIRNAC deeming the Offeror'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 Offeror's Offer being declared non-compliant and being given no further consideration.

	Fixed, All-Inclusive Per Diem Rates (\$ CAD)					
Comice October	Initial Period	Option Year 1	Option Year 2			
Service Category	SOA Award date to March 31, 2024	April 1, 2024 to March 31, 2025	April 1, 2025 to March 31, 2026			
	Α	В	С			
Research Analysis (Principal)	\$	\$	\$			
Research Analysis	\$	\$	\$			
Research Services	\$	\$	\$			
Document Management	\$	\$	\$			

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.

## SECURITY REQUIREMENTS CHECK LIST (SRCL)

## **SRCL: RELIABILITY STATUS**

Affaires autochtones et Aboriginal Affaire and Northern Development Canada Northern Development Canada

Contract Number / Numéro du contrat 1000212488-R Security Classification / Classification de sécurité Unclassified

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATIO	ON CONTRACTUELLE	3.			
Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région	2. Contract type / Type de contrat				
Settlement agreement and Childhood Claims SACCB		petitive / 0			₫
Brief Description of Work / Brève description du travail Provide Research analysis, research services and document manag	gement (Open)				-
Contract Amount / Montant du contrat 6,500,000.00 \$	6. Company Name and Address (for non-competiti	e contrac	t only) /	Nom	
Contract Start and End date / Date de début et de fin du contrat Jpon contract award to / au 2024/03/31	adresse de la compagnie (pour les contrats non-co	mpétitifs s	euleme	nt)	<b>e</b> l
Will the supplier require / Le fournisseur aura-t-il					
7.1 access to PROTECTED and/or CLASSIFIED information of accès à des renseignements ou à des biens désignés PRO	r assets? DTÉGÉS et/ou CLASSIFIÉS?		No Non	$\boxtimes$	] Ye Ou
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AADNC?			No Non	$\boxtimes$	) Ye
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?			] No Non	$\boxtimes$	Ye Oı
(if the answer is No to all three questions, go to Part D / Si is	réponse est Non aux trois questions plies à la l		Hon		O
RT B - SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B - MES	SURES DE PROTECTION A LEXTERIEUR (COMP	AGNIE			
HYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MA					
Will the supplier be required to receive/store PROTECTED and/or C Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des re	CLASSIEIED into motion (see a see a	ss? [	No.	$\boxtimes$	
FORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELAT			Non		Ou
Will the supplier be required to use its computers, portable media, information?	or IT systems to electronically process/store sensitive	• [	No	$\boxtimes$	Ye
Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, méd électroniquement des renseignements sensibles?	dias portatifs ou systèmes TI pour traiter/stocker		Non		Ou
Will the supplier be required to electronically transmit sensitive info Le fournisseur sera-t-il requis de transmettre électroniquement de d'autres parties?	ormation to/from the Department or with other parties l'information sensible au/à partir du Ministère ou ave	? 🗆	No Non	$\boxtimes$	Ye: Ou
If yes, specify: / Si oui, specifiez .					
a) Email transmission / Transmission par courrier électronique :			No Non	$\boxtimes$	Yes
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission			No Non	$\boxtimes$	Oui Yes Oui
<ul> <li>c) Remote access required to AANDC network (VPN, Citrix) / Be (VPN, Citrix);</li> </ul>	esoin de connexion à distance au réseau d'AADNC		No Non	$\boxtimes$	Yes
Will the supplier be required to safeguard COMSEC* information or Le fournisseur sera-t-il tenu de protéger des renseignements ou de	r assets? es biens COMSEC* ?	×	No	П	Yes
	ssion (cryptographic, secure fax/phone)/ Manipulation		Non	ш	

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# ANNEX "C" SECURITY REQUIREMENTS CHECK LIST (SRCL)

Cetegory	Please refer to question	PROT	ECTED / P	ROTÉGÉ		CLASSIFIED / CLASS	IF <b>IÉ</b>
Catégone	Vauillez vous référer à la question	Α.	В	С	CONFIDENTIAL CONFIDENTIAL	SECRET	TOP SECRET TRÊS SECRET
Information /Assets Renseignements/Biens	7 1	$\boxtimes$	$\boxtimes$				
Information (Assets (off site) Renseignements/Biens (extérieur)	B B	Ø	$\boxtimes$				The state of the s
IT information /Assets (off site) Renseignements/Biens TI (exténeur)	91	Ø	$\overline{\boxtimes}$				
IT Transmission - e-mail Transmission Ti - courriel	92 a)	×	×	1.13	清神神迹	14.75 A. S. C.	1500 - 49-11
IT Transmission - other Transmission TI - autre	9 2 b)	Ø	$\boxtimes$	1	13748 6365		
Remote Access to Network Connexion à distance au réseau	9 2 c)	Ø	×			Tial Ann	
COMSEC	93						
C PERSONNEL / PARTIE	Level Required:	□ N Non n		Reliabil			cret Top Sec
Niveau d'enquête de la sécurit	e du personnel requis :	Non	equis	Flabilité	Conno	dentie!	1163 361

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## SECURITY REQUIREMENTS CHECK LIST (SRCL)

Government	Gouvernem					
of Canada	du Canada	eni			Cont	ract Number / Numéro du contrat 1000212488-R
					Security C	lassification / Classification de sécurité
				i i		
PART D - AUTHORIZA	TION / PARTI	E D - AUTO	MOLEANIA			
13. Organization Project	Authority / C	harpé de pro	et de l'organisme			
Name (print) - Nom (en	lettres moulé	es)	Title - Titre		Signature	
	reev	1		rch Officer	1	ura Arcan
Telephone No N° de	_ ` _ `	Facsimile I	No - N° de télécopieur	E-mail address - Adres	se courriel	Date
873-354-	-,- , ,			Laura. gree	390.0	( 3/3/2020
Name (print) - Nom (en	ty Authority / F	(esponsable	de la sécurité de l'organism	ne		1 1
Steven French	Ciuco monet	33)	Contract security of	ficer	Signature	NV V. L
Telephone No N° de	téléphone	Facsimile t	lo - N° de télécopieur			teven ven
819-934-2334			10 IV de telecopieur	E-mail address – Adres Steven french@ca		Date / Option (D)
15. Are there additional	instructions (e	a Security (	Suide, Security Classification	0.14->-#-1-10		700000703
Des instructions sup	plémentaires	p. ex. Guide	de sécurité, Guide de class	on Guide) attached? sification de la sécurité) so	nt-elles jointe	ss? No Yes
16. Procurement Officer					<del></del>	<u> </u>
Name (print) - Nom (en Christine Madore	lettres moulée	15)	Title - Titre		Signature	Pro O.
			Senior Procurement	officer	I SIL	(QURI) \ DYMAN (
Telephone No N° de 1 819-956-8245	éléphone		lo - N° de télécopieur	E-mail address - Adr	0550	Date
		819-953-		Christine madore@c	anada.ca	MAR - 3 2020
17. Contracting Security Name (print) - Nom (en	Authority / Au	torité contrac	tante en matière de sécurit Title: Titre		1	
Mr. D-11	1	٠,	111 50	cunty.	Signature	
	éléphone	Facsimile N		E-mail address - Adn	Ime	ndluc
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311 1171						2020-03-03
				Alexandre.pare	-mando	all Contract
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TBS/SCT 350-1	03(2004/12)		Security Classification /	Classification de sécurité		
						Canadä'
						Caraca

## SECURITY REQUIREMENTS CHECK LIST (SRCL)

## **SRCL: SECRET STATUS**

Aboriginal Affairs and	Cenada	Security Class	umber / Numé 1000212488 ification / Clas nclassified	-S ssification	
SECURITY REQUI LISTE DE VÉRIFICATION DES EXIC	REMENTS CHECK LIST (SRC GENCES RELATIVES À LA SI	L) ÉCURITÉ (LVERS	š)		
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION	CONTRACTUELLE				
Direction générale / Secteur / Direction / Région	2 Contract type / Type de con Non-Competitive / Non-compét	tiftif Co	mpetitive / Co		
Bnef Description of Work / Brève description du travail     Provide Research analysis, research services and document manage	Type : ement (Open)	Туј	pe: Standi	ing of	fer
	6. Company Name and Addres adresse de la compagnie (pour				
5. Contract Start and End date / Date de début et de fin du contrat Upon contract award to / au 2024/03/31					•
7. Will the supplier require / Le fournisseur aura-t-il :					
7 1 access to PROTECTED and/or CLASSIFIED information or accès à des renseignements ou à des biens désignés PROT	assets? TÉGÉS et/ou CLASSIFIÉS?			No Non	0
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AADNC?					0
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?					
(If the answer is No to all three questions, go to Part D / Si la PART B - SAFEGUARDS OF F-SITE (COMPANY) / PARTIE B - MES					
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MA	TÉRIELS / BIENS				
Will the supplier be required to receive/store PROTECTED and/or C     Le fournisseur sera-l-il tenu de recevoir /entreposer sur place des re	LASSIFIED information/assets enseignements/biens PROTÉG	on its site or prem ÉS et/ou CLASSIF	nises?	No Non	0
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATI	IF À LA TECHNOLOGIE DE L'I	INFORMATION (T	1)		
9.1 Will the supplier be required to use its computers, portable media, information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, méd			sitive	No Non	
électroniquement des renseignements sensibles?					
9.2 Will the supplier be required to electronically transmit sensitive info Le fournisseur sera-t-il requis de transmettre électroniquement de l d'autres parties?	rmation to/from the Departmen l'information sensible au/à parti	t or with other part r du Ministère ou a	lies?	No Non	
If yes, specify: / Si oui, spécifiez :					
a) Email transmission / Transmission par courrier électronique :				No Non	2
b) Other transmission (Secure FTP, Collaboration, etc) / Autre tr	ansmission (FTP sécurisé, colli	aboration, etc):		No Non	2
<ul> <li>c) Remote access required to AANDC network (VPN, Citrix) / Be (VPN, Citrix) ;</li> </ul>	esoin de connexion à distance a	au résesu d'AADN	ic 🗆	No Non	Σ
			124500		_
9 3 Will the supplier be required to safeguard COMSEC* information of Le fournisseur sera-t-il tenu de protéger des renseignements ou de	r assets? es biens COMSEC* ?		$\boxtimes$	No Non	L

NCR#7087864 - v1

## SECURITY REQUIREMENTS CHECK LIST (SRCL)

Category	Please refer to question	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			
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NCR#7087864 - v1

Government Gouvernement of Canada du Canada

TBS/SCT 350-103(2004/12)

NCR#7087864 - v1

## ANNEX "C"

## SECURITY REQUIREMENTS CHECK LIST (SRCL)

Contract Number / Numéro du contrat 1000212488-S Security Classification / Classification de sécurité

Canadä

PART D - AUTHORIZATION / PARTIE	AUZOS	,					
13. Organization Project Authority / Ch Name (print) – Nom (en lattres moulée	argé de proj	et de l'organisme Title - Titre Signature					
	Color of O. Col 1		Clife research Officer		la Arcoen		
813 - 354 - 2099			No N° de télécopieur E-mail address - Adrei		3/5/2020		
14. Organization Security Authority / Re		de la sécurité de l'organism	e	UM.IM			
Steven French			icer	Signature	Leven Kend		
819-934-2334	819-934-2334		lo N° de télécopieur  E-mail address - Adres  Steven.french@ca		1020/03/03		
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?  No Non Oui							
16. Procurement Officer / Agent d'appr Name (print) – Nom (en lettres moulée: Christine Madore	s)	Title - Titre Senior Procurement	officer	Sanday .	Time Hadas		
819-956-8245	Telephone No. – N° de téléphone 819-956-8245 Facsimile N 819-953-		E-mail address - Adr courriet Christine madore@c		MAR - 3 2020		
17. Contracting Security Authority / Autho	orité contrac s)	tante en matière de sécurit   Title - Titre   A   Wanaser   Securit		Signature	doice		
Telephone No. – N° de téléphone 8/9 997-3767	Facsimile N	o Ѻ de télécopleur	E-mail address - Adr courriel	esse	Date		
			Alexandre.par	e-monda	2020-03-03 med@Canada.ca		

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Security Classification / Classification de sécurité

## SECURITY REQUIREMENTS CHECK LIST (SRCL)

## Security Requirements Agreement

Company name:
Request for standing offer: 1000212488
SRCL: <u>1000212488-R</u>
Standing offer:

#### 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	Restricted access room within
	office/home	office/home

#### **Definitions:**

<u>Protected information</u>: 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.

<u>Protected B</u>: 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.
- 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 <u>Electronic Storage</u>

- 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. <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm</a>)
- 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;
- 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 <a href="https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006">https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006</a> 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 <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm</a> 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 <u>Electronic Transmission of Departmental Data</u>

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	The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:  • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc.);
		<ul> <li>Each user has their own corporate e-mail account which is protected with a username and password; and</li> <li>Email server communication is protected with TLS encryption.</li> </ul>
	Fax	The Contractor can transmit Protected A Data to CIRNAC/ISC via fax as long as the following requirements are met:
		The sending fax machine is located on the contractor's premises;
		The sender contacts the recipient to confirm fax number and advise recipient of incoming fax;
		Recipient is present at the fax machine ready to receive fax; and
		Sender obtains confirmation from sender of receipt.
	Wireless Communications	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:
		<ul> <li>The administrator user name and password must be changed from their default values;</li> </ul>
		<ul> <li>The network name (SSID) has been changed from its default value; and</li> </ul>
		WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:
		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	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:  The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc.);  Each user has their own corporate e-mail account which is protected with a username and password;  The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and  Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings:  One of the following encryption algorithms is used:  AES-128 Bit or higher  AES-128 Bit or higher  PSA (Rivest, Shamir, Adleman)  RSA (Rivest, Shamir, Adleman)  CODE (Elliptic Curve Digital Signature Algorithm)  One of the following Hash functions is used in the generation of digital signatures:  SHA-224  SHA-256  SHA-384
	Wireless Communications	<ul> <li>SHA-512</li> <li>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:</li> <li>The administrator user name and password must be changed from their default values;</li> <li>The network name (SSID) has been changed from its default value; and</li> <li>WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:         <ul> <li>Must be 12 characters or longer;</li> <li>Have at least one upper case character;</li> <li>Have at least one lower case character;</li> </ul> </li> </ul>

		<ul> <li>Have at least one numeric character; and</li> <li>Have at least one allowed special character</li> </ul>				
Secu	NAC/ISC ure File nange Service	The Contractor can transmit Protected B Data via CIRNAC/ISC's Secure File Exchange service as long as following requirements are met:				
		<ul> <li>A personally identifiable unique username and password is assigned to the user by CIRNAC/ISC; and</li> </ul>				
		The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (See annex 1 of security requirement agreement)				
	NAC/ISC aboration rice	The Contractor can transmit Protected B Data via CIRNAC/ISC's Collaboration service as long as following requirements are met:				
		<ul> <li>A personally identifiable unique username and password is assigned to each user by CIRNAC/ISC.</li> </ul>				
Fax		The Contractor can transmit Protected B Data to CIRNAC/ISC via fax as long as the following requirements are met:				
		<ul> <li>The sending fax machines is located on the contractor's premises;</li> </ul>				
		The sender contacts the recipient to confirm fax number and advises recipient of incoming fax;				
		<ul> <li>Recipient is present at the fax machine ready to receive fax; and</li> </ul>				
		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.

## SECURITY REQUIREMENTS CHECK LIST (SRCL)

## Appendix 1 of Annex C

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 <u>accommodate sensitive information up to, and including, Protected B</u>. 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 <u>will not</u> 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.

## SECURITY REQUIREMENTS CHECK LIST (SRCL)

#### **SECURITY AGREEMENT**

,	(Contractor) and authorized resources will fulf	ill the duties as contractor
working under the upcoming call-u	ps against standing offer	_, as set out below, to the bes
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.

, the undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:
DATE:
SIGNED:
PRINT NAME:
CIRNAC/ISC Project Authority:
DATE:
SIGNED:

PRINT NAME: \_\_

## SECURITY REQUIREMENTS CHECK LIST (SRCL)

# Security Requirements Agreement

Company name:
Request for standing offer: 1000212488
SRCL: <u>1000212488-S</u>
Standing offer:

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

	Protected A	Protected B	Confidential/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:**

<u>Protected information</u>: 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.

<u>Protected B</u>: 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.

<u>Classified: Confidential:</u> Information for which the unauthorized disclosure, destruction, interruption, removal or could cause injury to the national interest.

<u>Classified: Secret information</u>: Information for which unauthorized disclosure, destruction, interruption, removal or modification could cause serious injury to the national interest. Example: Cabinet documents.

#### 1.2 Transportation

#### 1.2.1 <u>Transportation of Paper Records:</u>

- **Protected and/ or confidential 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. You can't discuss confidential and/or secret information over the phone.

## 2. IT Security Requirements

Production and storage of **Protected and/ or confidential 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 <u>Electronic Storage</u>

- Store Protected and/ or confidential 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:

- 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 <a href="https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006">https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006</a> 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 <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm</a> 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 confidential and secret documents is not allowed.

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements	
Protected A	Email	The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:	
		<ul> <li>The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc.);</li> </ul>	
		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	The Contractor can transmit Protected A Data to CIRNAC/ISC via fax as long as the following requirements are met:	
		The sending fax machine is located on the contractor's premises;	
		The sender contacts the recipient to confirm fax number and advise recipient of incoming fax;	
		Recipient is present at the fax machine ready to receive fax; and	
		Sender obtains confirmation from sender of receipt.	

Wireless Communications  If a wireless access point is installed on the contra premises, and devices processing CIRNAC/ISC data connected to this network, the wireless infrastructure multinimum include the following safeguards:  The administrator user name and password multiple changed from their default values;  The network name (SSID) has been changed from	will be st at a st be om its	
changed from their default values;	om its	
■ The network name (SSID) has been changed from		
default value; and	nd the	
<ul> <li>WPA2 encryption with an AES algorithm enabled at passphrase meets the following complexity requirement</li> </ul>		
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		
·	0/100	
Protected B Data to CIRNA Digitally Signed email The Contractor can transmit Protected B Data to CIRNA personnel via email as long as the messages attachments are encrypted and the following requirement met:	and/or	
The e-mail account is not a publically accessible we based service (ex: hotmail, yahoo mail, gmail etc.);	b-mail	
Each user has their own corporate e-mail account with a username and password;	Each user has their own corporate e-mail account which is protected with a username and password;	
l ''	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	
One of the following encryption algorithms is use	d:	
■ 3DES-168 Bit or higher		
■ AES-128 Bit or higher		
Digitally signed with one of the following algorithm	ns:	
■ RSA (Rivest, Shamir, Adleman)		
■ DSA (Digital Signature Algorithm)		
■ ECDSA (Elliptic Curve Digital Signature Algo	rithm)	
One of the following Hash functions is used generation of digital signatures:	,	
SHA-224		
• SHA-256		
• SHA-384		
• SHA-512		
Wireless If a wireless access point is installed on the contra premises, and devices processing CIRNAC/ISC data		

connected to this network, the wireless infrastructure must at a minimum include the following safeguards: ■ 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: 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 Contractor can transmit Protected B Data via Secure File CIRNAC/ISC's Secure File Exchange service as long as **Exchange Service** following requirements are met: 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 The Contractor can transmit Protected B Data via CIRNAC/ISC's Collaboration service as long as following Collaboration Service requirements are met: A personally identifiable unique username and password is assigned to each user by CIRNAC/ISC. Fax The Contractor can transmit Protected B Data to CIRNAC/ISC via fax as long as the following requirements are met: 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

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.

## SECURITY REQUIREMENTS CHECK LIST (SRCL)

## Appendix 2 of Annex C

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 <u>accommodate sensitive information up to, and including, Protected B</u>. 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 <u>will not</u> 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.

# SECURITY REQUIREMENTS CHECK LIST (SRCL)

	SECURITY AGREEMENT
	(Contractor) and authorized resources will fulfill the duties as contractor ing under the upcoming call-ups against standing offer, as set out below, to the best ir 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:
DAT	E:
SIGN	NED:
PRIN	NT NAME:
CIRN	NAC/ISC Project Authority:
DAT	E:
SIGN	NED:

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: that:
(Corporate Name of Offeror or Tenderer [hereinafter "Offeror"])

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

- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the Offeror to sign this Certificate, and to submit the accompanying bid, on behalf of the Offeror:
- 4. each person whose signature appears on the accompanying bid has been authorized by the Offeror to determine the terms of, and to sign, the bid, on behalf of the Offeror;
- 5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Offeror, whether or not affiliated with the Offeror, who:
  - a. has been requested to submit a bid in response to this call for bids;
  - could potentially submit a bid in response to this call for bids, based on their qualifications,
     abilities or experience;

- 6. the Offeror discloses that (check one of the following, as applicable):
  - a. the Offeror has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b. the Offeror has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Offeror discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. methods, factors or formulas used to calculate prices;
  - c. the intention or decision to submit, or not to submit, a bid; or
  - d. the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
- 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Offeror, 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 paragraph (6)(b) above.

(Printed Name and Signature of Authorized	Agent of Offeror	·)	
(Position Title)	(Date)		

#### ANNEX "E"

## **LANGUAGE CERTIFICATION**

Language levels are not assessed, however the Offeror must sign and submit with their bid or prior to SOA award, the Language Certification.

1) Resources must be capable of providing Services in English or bilingually (English and French).

The Offeror certifies that, should it be authorized to provide services under any Standing Offer Agreement for Work, a minimum of one resource in either resource category Research Analysis (Principal) or Research Analysis must be capable of providing bilingual services at the advanced level for Comprehension and Written Communication and intermediate level for Oral Communication.
 Signature
 Date

3) The Offeror certifies that, should it be authorized to provide services under any Standing Offer Agreement for Work, all remaining resources qualified and located in the NCR must be capable of providing English services at the advanced level for Oral Communication. Comprehension and Written Communication.

services at the advanced level for Oral Communication, Comprehension and Written Comn	nunicatio

Signature Date

## LANGUAGE PROFICIENCY GRID

Level	Oral Communication	Comprehension	Written Communication
Basic knowledge	A person speaking at this level can:      ask and answer simple questions;     give simple instructions;     give uncomplicated directions relating to common work situations.	A person reading at this level can:  • fully understand very simple texts;  • grasp the main idea of texts about familiar topics;  • read and understand basic information, such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.	A person writing at this level can:  • write isolated words, phrases, simple statements or questions on very familiar topics using words indicating the time, place or person.
Intermediate knowledge	A person speaking at this level can:  • hold a conversation on concrete topics; report on actions taken;  • give straightforward instructions to employees;  • provide factual descriptions and explanations.	A person reading at this level can:  • grasp the main idea of most work-related texts;  • identify specific details;  • distinguish main from secondary ideas.	A person writing at this level can:  deal with explicit information on work-related topics with a sufficient mastery of grammar and vocabulary.
Advanced knowledge	A person speaking at this level can:  • support opinions; and understand and express hypothetical and conditional ideas.	A person reading at this level can:  understand most complex details, inferences and nuances in meaning;  have a good understanding of specialized or less familiar material.	A person writing at this level can:  write texts where ideas are developed and presented in a coherent manner.