



REQUEST FOR STANDING OFFER

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

Name

Address

Telephone Number

GST/HST Number

QST Number

Title

Research Services: Analysis & Writing AND Research Support

Solicitation Number

1000224974

Date (YYYYMMDD)

2020-12-16

Solicitation Closes

At

2:00 p.m.

Time Zone

Eastern Standard Time (EST)

On (YYYYMMDD)

2020-02-03

Standing Offer Authority

Name

Christine Madore

Telephone Number

873-354-1376

Facsimile Number

Email Address

christine.madore@canada.ca

Destination(s) of Services

Gatineau, Quebec, Canada

Security

THIS REQUEST INCLUDES SECURITY PROVISIONS

Instructions:

See Herein

Delivery Required

See Herein

Person Authorized to sign on behalf of Vendor/Firm

Name

Title

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

- 1.2.1 Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC), Resolution and Partnerships (R&P), the Specific Claims Branch (SCB) reviews past wrongs that relate to the administration of land and other First Nation assets and to the fulfillment of historic treaties and other agreements.

First Nations research their own claims and submit them to the Government of Canada where the submissions are assessed against the minimum standard. If the submissions meet the minimum standard, they are filed with the Minister of Crown-Indigenous Relations and proceed to the Assessment Period where there are three steps: research, legal review, and assessment. This Request for Standing Offers (RFSO) is concerned with the research step. A review of the claim is performed to identify any possible research gaps. If any gaps are identified, research is conducted to try to fill these gaps. First Nations submit many submissions to the Government of Canada for assessment. For this reason, SCB outsources research to Contractors who have shown to have a set of specialized skills meeting SCB's Research Unit's requirements as described in the statement of work below.

Contractor research focused services will support SCB's research step during the Specific Claims process as noted above, or SCB's research concerning litigation of Specific Claims.

- 1.2.2 To provide CIRNAC with Research Services in the following two categories: Analysis & Writing and Research Support.

CIRNAC seeks Individuals located throughout Canada that are capable of:

Providing Research Services to ensure that a complete evidentiary record is compiled for use in Specific Claim negotiation activities;

Planning, managing and directing research projects and teams;

Conducting primary and secondary research to identify, collect, summarize and extract information from documents related to CIRNAC Specific Claims research and negotiations and to create document collections, reports, file summaries, map/survey collections, bibliographies, and to provide other related research services, including historical, anthropological, ethnographic, and genealogical research; and

Individuals must be capable of providing services in the following two categories of Research Services:

- a) Analysis & Writing; and,
- b) Research Support.

CIRNAC intends to award up to a total of seven (7) Standing Offer Agreements to Individuals.

- 1.2.3 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 period.

- 1.2.4 This requirement is subject to the following trade agreement(s):

- Canadian Free Trade Agreement (CFTA)
- World Trade Organization - Agreement on Government Procurement (WTO-AGP)
- Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- Canada-Chile Free Trade Agreement (CCFTA)
- Canada-Colombia Free Trade Agreement
- Canada-Honduras Free Trade Agreement
- Canada-Korea Free Trade Agreement
- Canada-Panama Free Trade Agreement
- Canada-Peru Free Trade Agreement (CPFTA)
- Canada-Ukraine Free Trade Agreement (CUFTA)

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (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 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

2.2 Submission of Offers

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **7** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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.
- Section IV: Additional Information 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 8.5 x 11 inch (216 mm x 279 mm) page format; and
- 2) 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.

3.2 Exchange Rate Fluctuation

SACC Manual Clause 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 Contract Security Program that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

4.1.1 Each Proposal will be evaluated in the following manner:

4.1.1.1 Evaluation against the Mandatory Criteria. Technical Proposals that fail to meet any one (1) of the Mandatory Criteria, M1 to M3, 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 all two (2) categories of Research Services: Analysis & Writing and Research Support.

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 Ref. Pg. #	Reserved for CIRNAC	
			Pass	Fail
M1	<p>1. Proposed Resource</p> <p>1.1 The Offeror MUST be capable of providing Research Services in the following two categories:</p> <ul style="list-style-type: none"> a) Analysis & Writing; b) Research Support; <p>1.2 The Offeror MUST meet all of CIRNAC's Minimum Resource Qualifications for both categories as described in section 8.0 Resource Requirements of the Statement of Work (SOW).</p> <p>1.3 The Offeror MUST complete Table Form M1 for each category. Table Form M1 MUST demonstrate the following:</p> <ul style="list-style-type: none"> • Resource Name • Language Capabilities • Academic and Professional Attainments <p>The list of specific activities constituting professional work experience which includes:</p> <ul style="list-style-type: none"> • Client Organization • Dates of Experience • Detailed description of Services Provided • Total Billable Days per activity. 			

Item	Mandatory Technical Criteria	Proposal Ref. Pg. #	Reserved for CIRNAC	
			Pass	Fail
M1	<p>1.4 The Offeror MUST provide a curriculum vitae (CV), in a chronological format, including a copy of their degree(s)/certificate(s).</p> <p>1.5 The Offeror located within the Quebec Region MUST be capable of providing bilingual services (English and French) at the advanced level for Comprehension and Written Communication and intermediate level for Oral Communication in both categories: Analysis & Writing and Research Support. The Offeror located in any other region(s), excluding the Quebec Region, must be capable of providing English services at the advanced level for Oral Communication and Written Communication (refer to the Language Proficiency Grid at Annex F).</p>			

Item	Mandatory Technical Criteria	Proposal Ref. Pg. #	Reserved for CIRNAC	
			Pass	Fail
M2	<p>2. Project Summaries</p> <p>2.1 The Offeror MUST provide two (2) different written project summaries, not exceeding 500 words in the Summary of Extent and Role of the Offeror's involvement in the Assignment section, describing in detail the Individual's experience in successfully providing Research Services, as described in the SOW, within the last one hundred and twenty (120) months (as of the posting date of the RFSO).</p> <p>2.2 Each Project Summary MUST include both of the following Services:</p> <ul style="list-style-type: none"> a) Analysis & Writing – as described in the SoW, section 6.3.1; b) Research Support – as described in the SoW, section 6.3.2. <p>2.3 The resource proposed for Analysis & Writing and Research Support work categories MUST have direct involvement in both of the two (2) Project Summaries.</p> <p>2.4 The proposed Resource, as described in M1 above, must have completed forty (40) billable days in one (1) of the Projects as set out in the Project Summary form(s).</p> <p><i>Within each Project Summary form provided (see Table Form M2), in order to demonstrate the above and allow for a thorough pass/fail evaluation, the Offeror must indicate:</i></p> <ul style="list-style-type: none"> • Offeror name, Project name, and Client organization; • Project Scope and Objective; • Project Dates/Duration and Dollar Value; • Resource's Role/ Responsibility and Level of Effort (to demonstrate 2.4 above); • Summary of Extent and role of the Offeror's involvement in the Assignment, including project outcome and results; and • Name, Title, E-mail address and Phone Number of the Client Project Authority (to whom the Offeror reported). <p><i>The Offeror MUST use Table Form M2 – Project Summaries for each project summary. The Offeror is encouraged to provide detailed responses for each of the requirements set out in Table Form M2.</i></p>			

Item	Mandatory Technical Criteria	Proposal Ref. Pg. #	Reserved for CIRNAC	
			Pass	Fail
M3	<p>3. Reference Letters</p> <p>3.1 The Offeror MUST include a Reference Letter (Table Form M3) for each of the two (2) projects provided in response to M2, for a total of two (2) Reference Letters.</p> <p>3.2 The Offeror MUST use Table Form M3 for each of the two (2) Reference Letters.</p> <p>3.3 The Offeror MUST complete the following sections for each of the two (2) Reference Letters (Table Form M3):</p> <ul style="list-style-type: none"> a) The activities completed within the project as they relate to the current requirement for Analysis & Writing and Research Support; b) The number of project days billed by the proposed resource; and c) The completed deliverables provided to the Client Authority by the Offeror. <p>3.4 The Offeror MUST send all the relevant Table Forms M2 to the client organization to whom the Offeror directly reported for each project (Client Authority) for their review and to support their completion of the Reference Letter (Table Form M3):</p> <ul style="list-style-type: none"> a) The Client Authority may provide comments with regard to the work provided to her/his organization. <p>3.5 Each Reference Letter (Table Form M3) MUST be signed by the Client Authority.</p> <p><i>CIRNAC reserves the right to contact the named client reference to verify the accuracy and veracity of the information provided in the Offeror's Proposal, as per Table Form M3 – Reference Letter. Should CIRNAC choose to contact the project authorities and should one (1) or more named client project authority provide a negative reference regarding the accuracy or veracity of the Offeror's Proposal, the Proposal will be deemed non-compliant and given no further consideration.</i></p>			

4.2.2 Point Rated Technical Criteria

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

Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R1	1. Resource Experience		N/A	Maximum total of 20 points
	<p>1.1 The evidence within Table Form M1 for the Offeror's proposed resource will be evaluated on the breadth of the individual's experience regarding the provision of services (as defined in the SoW) <i>in the area of Indigenous relations with the Crown</i> beyond the minimum qualifications. The one resource will be evaluated on both Analysis & Writing and Research Support.</p> <p>Points will be awarded for additional experience of the Resource demonstrated beyond the minimum qualifications as follows:</p> <p>1.2 Analysis & Writing: Up to ten (10) points in total based on the following:</p> <ul style="list-style-type: none"> • Up to five (5) points, based on one (1) point per one hundred (100) billable days of demonstrated additional experience, above the minimum qualifications in M1.2; and, • Up to five (5) 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 AW activities: AW-2, AW-3, AW-4, AW-5, AW-6, AW-7, AW-8, AW-9, AW-13, AW-14, AW-15, AW-16, AW-17, AW-18, AW-19, AW-20, AW-21, AW-22, AW-23, AW-24, and AW-25 (as indicated in SW 6.3.1 of the Scope of work). 			<p>/20</p> <p>Up to maximum of 10 points for Analysis & Writing</p> <p>/10</p>

Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R1	<p>1.3 Research Support: Up to ten (10) points in total based on the following:</p> <ul style="list-style-type: none"> Up to five (5) points, based on one (1) point per one hundred (100) billable days of demonstrated additional experience, above the minimum qualifications in M1.2; and, Up to five (5) 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 RS activities: RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8, RS-9, RS-10, RS-11, RS-15, RS-16, and RS-17 (as indicated in SoW 6.3.2 of the Scope of work). 		N/A	<p>Up to maximum of 10 points for Research Support</p> <p>/10</p>

Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R2	<p>2. Project Summaries</p> <p>2.1 The Offeror's two (2) project summaries provided under M2 will be evaluated on the basis of their relevance to SCB's requirements for Analysis & Writing and Research Support (as outlined below). The Offeror's projects will be awarded up to twenty (20) points per project, for a total of (40) points. Points will be awarded based on the factors below:</p> <p>2.2 Up to five (5) points for relevance of the subject matter and client organization of the cited project relative to CIRNAC's requirements. Relevance of subject matter will be determined as follows: <u>Very relevant subject matter:</u> Indigenous specific claims which includes but is not limited to:</p> <ul style="list-style-type: none"> • Specific Claims • Special Claims • Comprehensive Claims <p><u>Partially relevant subject matter:</u></p> <ul style="list-style-type: none"> • Archival research to support CIRNAC program and policy review • Litigation between one or more Indigenous group(s) and a province, territory or other federal department <p><u>Limited relevance subject matter</u></p> <ul style="list-style-type: none"> • Research Services provided to a client that does not fall under very or partially relevant subject matter. <p>The following scale will be applied:</p> <ul style="list-style-type: none"> • Five (5) points – Subject matter is very relevant AND client organization of project is very relevant (CIRNAC); • Four (4) points – Subject matter is very relevant AND client organization of project is partially relevant (First Nation, Province, Territory or other Federal Government Department); 		N/A	<p>Maximum total 40 of points</p> <p>20 points per project for a maximum of 40 points</p> <p>/40</p>

Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R2	<ul style="list-style-type: none"> • Three (3) points – Subject matter is partially relevant AND client organization of project is very relevant (CIRNAC); • Two (2) points – Subject matter is partially relevant AND client organization of project is partially relevant (First Nation, Province, Territory or other Federal Government Department); • One (1) point – Subject matter has limited relevance AND client organization has limited relevance. <p>2.3 Up to ten (10) points for the relevance of the scope and objective of the cited project relative to CIRNAC's requirements.</p> <p>2.3.1 For the Analysis & Writing level of effort as set out in Table Form M2, the following scale will be applied:</p> <ul style="list-style-type: none"> • Five (5) points – Thirty (30) Analysis & Writing billable days by the Resource on the project, comprising at least 4 of the AW activities in the SoW, section 6.3.1; • Four (4) points – Twenty-five (25) Analysis & Writing billable days by the Resource on the project, comprising at least 3 of the AW activities in the SoW, section 6.3.1; • Three (3) points – Twenty (20) Analysis & Writing billable days by the Resource on the project, comprising at least 3 of the AW activities in the SoW, section 6.3.1; • Two (2) points – Fifteen (15) Analysis & Writing billable days by the Resource on the project, comprising at least 2 of the AW activities in the SoW, section 6.3.1; • One (1) point – Ten (10) Analysis & Writing billable days by the Resource on the project, comprising at least 2 of the AW activities in the SoW, section 6.3.1; <p>2.3.2 For the Research Support level of effort as set out in Table Form M2, the following scale will be applied:</p> <ul style="list-style-type: none"> • Five (5) points – Thirty (30) Research Support billable days by the Resource on the project, 			

Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
	<p>comprising at least 4 of the RS activities in the SoW, section 6.3.2;</p> <ul style="list-style-type: none"> • Four (4) points – Twenty-five (25) Research Support billable days by the Resource on the project, comprising at least 3 of the RS activities in the SoW, section 6.3.2; • Three (3) points – Twenty (20) Research Support billable days by the Resource on the project, comprising at least 3 of the RS activities in the SoW, section 6.3.2; • Two (2) points – Fifteen (15) Research Support billable days by the Resource on the project, comprising at least 2 of the RS activities in the SoW, section 6.3.2; • One (1) point – Ten (10) Research Support billable days by the Resource on the project, comprising at least 2 of the RS activities in the SoW, section 6.3.2; <p>2.3.3 An additional five (5) points will be awarded per project that pertains to Specific Claims.</p>			

Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R3	<p>3. Offeror's Approach to Methodology</p> <p>3.1 The Offeror should indicate, through a written description of no more than 750 words, its understanding of the role and purpose of the provision of Research Services within SCB as stated in Annex A, Statement of Work, together with the Offeror's proposed approach and methodology to be utilized in the provision of said services to SCB under any resulting SOA.</p> <p>3.2 Up to a maximum of fifteen (15) points based on the extent to which the Offeror demonstrates an understanding of SCB's operational requirements for the provision of Research Services and the extent to which the Offeror's approach and methodology for the provision of services to SCB is rigorous, responsive and consistent with SCB's requirements, as described in Annex A, Statement of Work.</p> <p>Points will be allocated based on the following factors:</p> <p>3.2.1 Up to two (2) points for demonstrating an understanding of SCB's operational requirements for Research Services;</p> <ul style="list-style-type: none"> • Two (2) Points – Fully demonstrating an understanding of SCB's operational requirement for Research Services; • One (1) Point – Partially demonstrating an understanding of SCB's operational requirement for Research Services; <p>3.2.2 Up to three (3) points for demonstrating an understanding of SCB's research requirements for Research Services;</p> <ul style="list-style-type: none"> • Three (3) points – Fully demonstrating an understanding of SCB's research requirement for Research Services; • Two (2) points – Mostly demonstrating an understanding of SCB's research requirement for Research Services; • One (1) point – Partially demonstrating an understanding of SCB's research requirement for Research Service; 		N/A	<p>Maximum total of 15 points</p> <p>/15</p>

Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R3	<p>3.2.3 Up to two (2) points for demonstrating an approach and methodology that is consistent with the principles and practices of sound research, including investigation and analysis techniques, research planning, the preparation of clear, concise and objective historical reports, document/file summaries, report forms, and annotations; accurate source attributes; effective document management:</p> <ul style="list-style-type: none"> • Two (2) points – Fully demonstrating an approach to sound research practices; • One (1) point – Partially demonstrating an approach to sound research practices; 			
	<p>3.2.4 Up to two (2) points for demonstrating how the approach to sound research aligns with SCB's research requirements:</p> <ul style="list-style-type: none"> • Two (2) points – Fully demonstrating how the approach to sound research practices align with SCB's research requirements; • One (1) point – Partially demonstrating how the approach to sound research practices align with SCB's research requirements; 			
	<p>3.2.5 One (1) point – Demonstrating instances when the approach to sound research practices has been successfully utilized in past research projects.</p>			
	<p>3.2.6 Up to two (2) points for demonstrating an approach and methodology that is consistent with sound project management, including sound resource budgeting/scheduling, quality control and reporting practices:</p> <ul style="list-style-type: none"> • Two (2) points – Fully demonstrating an approach to sound project management; • One (1) point – Partially demonstrating an approach to sound project management; 			
	<p>3.2.7 Up to two (2) points for demonstrating how the approach to sound project management aligns with SCB's research requirements:</p> <ul style="list-style-type: none"> • Two (2) points – Fully Demonstrating how the approach to sound project management aligns with SCB's research requirements; • One (1) point – Partially demonstrating how the approach to sound project management aligns with SCB's research requirements; 			

Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R3	3.2.8 One (1) point – Demonstrating instances when the approach to sound project management has been successfully utilized in past research projects.			
R4	<p>4. Offeror's Approach to Records Management</p> <p>4.1 The Offeror should demonstrate through a written description of no more than 350 words, its approach to records management.</p> <p>4.2 Up to a maximum of ten (10) points based on the extent to which the Offeror demonstrates a solid approach to records management.</p> <p>Points will be awarded based on the following factors:</p> <p>4.2.1 Up to three (3) points for a comprehensive approach to records management outlining the approach and methodology adopted by the Individual used to ensure long-term security and safety of relevant electronic and hard-copy materials collected or produced during the life of a research project:</p> <ul style="list-style-type: none"> • Three (3) points – Fully demonstrating the approach and methodology to handling, security, and management of records; • Two (2) points – Demonstrating the approach and methodology in two of handling, security and management of records; • One (1) point – Demonstrating the approach and methodology in one of handling, security and management of records; <p>4.2.2 Up to three (3) points for demonstrating how the above approach to records management has been successfully utilized in past research projects:</p> <ul style="list-style-type: none"> • Three (3) points – Demonstrating the above approach to records management has been successfully utilized in three past research projects; • Two (2) points – Demonstrating the above approach to records management has been successfully utilized in two past research projects; 		N/A	<p>Maximum total of 10 points</p> <p>/10</p>

Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R4	<ul style="list-style-type: none"> • One (1) point – Demonstrating the above approach to records management has been successfully utilized in one past research project. <p>4.2.3 Up to two (2) points for demonstrating a comprehensive approach to information re-use:</p> <ul style="list-style-type: none"> • Two (2) points – Fully demonstrating the approach and methodology to information re-use; • One (1) point – Mostly demonstrating the approach and methodology to information re-use; <p>4.2.4 One (1) point – Demonstrating the above approach to information re-use has been used successfully in past research projects;</p> <p>4.2.5 One (1) point - Including copies of corporate material/guidelines/policy papers used by the Offeror regarding records management and information re-use.</p>			
R5	<p>5. Proposal Quality</p> <p>5.1 The Offeror's submission should maintain a level of quality that presents the required information in a clear and logical fashion, well structured manner, and follows the templates included within.</p> <p>5.2 Up to a maximum of ten (10) points based on the quality of the Offeror's submission</p> <p>Points will be awarded based on the following factors</p> <p>5.2.1 Up to three (3) 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:</p> <ul style="list-style-type: none"> • Three (3) points - Writing the narrative portions of the proposal in a fully clear, concise, and logical fashion; • Two (2) points - Writing the narrative portions of the proposal in a mostly clear, concise and logical fashion; • One (1) point - Writing the narrative portions of the proposal in a partially clear, concise and logical fashion. 		N/A	<p>Maximum total of 10 points</p> <p>/10</p>

Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R5	<p>5.2.2 Up to three (3) points will be awarded for fully ordering/structuring the Proposal to match the order and sequence of the Mandatory and Point-Rated evaluation criteria within the RFSO:</p> <ul style="list-style-type: none">• Three (3) points - Fully ordering/structuring the Proposal to match the order and sequence of the Mandatory and Point-Rated evaluation criteria within the RFSO;• Two (2) points - Mostly ordering/structuring the Proposal to match the order and sequence of the Mandatory and Point-Rated evaluation criteria within the RFSO;• One (1) point - Partially ordering/structuring the Proposal to match the order and sequence of the Mandatory and Point-Rated evaluation criteria within the RFSO.			
	<p>5.2.3 Up to two (2) points will be awarded for using and completing the provided Offeror Proposal Submission Templates.</p>			
	<p>5.2.4 Up to two (2) points will be awarded for including a clear table of contents identifying sections of the Proposal and consecutive page numbering throughout the bid.</p>			
R1 to R5 Total Score			62 (65%)	95

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 Research Services: Analysis & Writing and Research Support – Fixed, All-Inclusive Per Diem Rates

Offerors **MUST** indicate the applicable fixed, all-inclusive per diem rate (CAD) for an 8 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-Inclusive Per Diem Rates (\$ CAD)			For Evaluation purpose ONLY/for use by the Contracting Authority
	<u>Initial Period</u>	<u>Option Year 1</u>	<u>Option Year 2</u>	Service Category Assessment Value (= A+ B+C)/3
	SOA Award date to March 31, 2024 A	April 1, 2024 to March 31, 2025 B	April 1, 2025 to March 31, 2026 C	
Research Services: Analysis & Writing	\$	\$	\$	
Research Services: Research Support	\$	\$	\$	
Bidder's Evaluation Assessment Value (sum total of averaged per diem rates)				

4.4. Basis of Selection

4.4.1 SACC Manual Clause A0027T (2012-07-16), 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:

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

4.4.6 Offerors will be ranked in order from highest to lowest Total Score. Up to seven (7) Standing Offer Agreements will be awarded across Canada:

Offeror 1: \$380,480.00

Offeror 2: \$324,800.00

Offeror 3: \$306,240.00

Offeror 4: \$250,560.00

Offeror 5: \$232,000.00

Offeror 6: \$185,600.00

Offeror 7: \$176,320.00

4.4.7 In the event of more than one (1) Offeror has 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 – PROPOSED RESOURCE – ANALYSIS & WRITING

A separate Table Form M1 must be included for the proposed resource as per M1.

Additional table rows can be added as required.

Analysis & Writing				
Resource Name:				
Language Capabilities: English or bilingually (English and French) – Refer to the Language Proficiency Grid at Annex F				
	Oral Communication (Basic, Intermediate or Advanced knowledge)	Comprehension (Basic, Intermediate or Advanced knowledge)	Written Communication (Basic, Intermediate or Advanced knowledge)	
English				
French				
Academic and Professional Attainments:				
An undergraduate degree in a relevant discipline including but not limited to history, anthropology, ethnography, genealogy, Indigenous studies, or law.				
Topic Area	Degree Type (Bachelor, Masters, PHD etc.)	Name of Academic Institution	Optional/additional information related to the degree (i.e. relevant course completed)	Year Completed
Full-time professional work experience conducting Analysis & Writing related activities (other than database research) in the area of Indigenous relations with the Crown. The work experience <u>must include at least three (3)</u> of AW-2, AW-3, AW-4, AW-5, AW-6, AW-7, AW-8, AW-9, AW-13, AW-14, AW-15, AW-16, AW-17, AW-18, AW-19, AW-20, AW-21, AW-22, AW-23, AW-24, and AW-25 as defined in section 6.3 of the SoW.				
Client Organization	Detailed description of Services Provided	Analysis & Writing Activities	Dates of experience (month, year)	Total Billable Days per Activity
		AW-1		
		AW-2		
		AW-3		
		AW-4		
		AW-5		
		AW-6		
		AW-7		

		AW-8		
		AW-9		
		AW-13		
		AW-14		
		AW-15		
		AW-16		
		AW-17		
		AW-18		
		AW-19		
		AW-20		
		AW-21		
		AW-22		
		AW-23		
		AW-24		
		AW-25		
Overall Total Demonstrated Billable Days				
Met Minimum Billable Days?				

OFFEROR PROPOSAL SUBMISSION TEMPLATES

TABLE FORM M1 – PROPOSED RESOURCE – RESEARCH SUPPORT

A separate Table Form M1 must be included for the proposed resource as per M1.

Additional table rows can be added as required.

Research Support				
Resource Name:				
Language Capabilities: English or bilingually (English and French) – Refer to the Language Proficiency Grid at Annex F				
	Oral Communication (Basic, Intermediate or Advanced knowledge)	Comprehension (Basic, Intermediate or Advanced knowledge)	Written Communication (Basic, Intermediate or Advanced knowledge)	
English				
French				
Academic and Professional Attainments:				
An undergraduate degree in a relevant discipline including but not limited to history, anthropology, ethnography, genealogy, Indigenous studies, or law.				
Topic Area	Degree Type (Bachelor, Masters, PHD etc.)	Name of Academic Institution	Optional/additional information related to the degree (i.e. relevant course completed)	Year Completed
Full-time professional work experience conducting Research Support related activities (other than database research) in the area of Indigenous relations with the Crown. The work experience <u>must include at least four (4)</u> of RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8 RS-9, RS-10, RS-11, RS-15, RS-16, and RS-17 as defined in section 6.3 of the SoW.				
Client Organization	Detailed description of Services 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-9		
		RS-10		
		RS-11		
		RS-15		
		RS-16		
		RS-17		
Overall Total Demonstrated Billable Days				
Met Minimum Billable Days?				

OFFEROR PROPOSAL SUBMISSION TEMPLATES - TABLE FORM M2 – PROJECT SUMMARIES

The **Two (2) Project Summaries*** submitted by the Offeror should contain at least the information required in Mandatory Technical Criteria M2. Offerors may provide additional detail as necessary.

Additional table rows can be added as required.

* A separate Table Form M2 must be included for each of the two (2) project summaries.

Offeror Name:		Project Name:	
Client Organization			
Project Scope and Objective:			
Dates/Duration (in years/months):			
Project Dollar Value to Offeror:			
Resource Utilized	Service Area (Analysis & Writing or Research Support):	Role/Responsibility:	Level of Effort (Billable Days):
Summary of Extent and Role of the Offeror's involvement in the Assignment, including project outcome and results:			
Name, Title, Email address, Phone Number of the Client Project Authority (to whom the Offeror reported):			

OFFEROR PROPOSAL SUBMISSION TEMPLATES – TABLE FORM M3 – REFERENCE LETTER

For each of the project summaries provided in compliance with **Mandatory Technical Criteria M3**, 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 as required.

RE: Reference for <Offeror to insert the Resource's Name> Project Name <Offeror to Insert Project Name>			
I certify that the above-named Resource completed the work for the above-named project for my organization. The work involved Analysis & Writing and Research Support, as described in Annex A, Statement of Work that the above-noted has provided to me for my reference. I certify the following Resource was engaged in the above-named project to the extent noted by <Offeror to insert its Name>.			
Category	Resource Name <Offeror to insert>	Activities Completed <Offeror to insert>	Project Days Billed
Analysis & Writing			<Offeror to insert>
Research Support			<Offeror to insert>
<Offeror to insert its 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 Resource for the above-named Project:			
[Reference to insert:] Name: Title: Organization: Email Address: Telephone Number:			
Signature:		Date:	

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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 Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

SACC Manual Clause [M3020T](#) (2016-01-28), Status of Availability of Resources - Offer

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

5.2.3.2 Education and Experience

SACC Manual Clause [M3021T](#) (2016-01-28), Education and Experience

5.2.3.3 Security Agreement attached as Appendix 2 of Annex D.

5.2.3.4 Certificate of Independent Bid Determination attached hereto as Annex E.

5.2.3.5 Language Certification attached as Annex F.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

6.1.1 Before issuance of a standing offer, the following conditions must be met:

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Financial Capability - REMOVED

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 CLAUSES: 1000224974

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Reliability Status** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Protected B**.
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission from the security in contracting team of ISC. After permission has been granted, these tasks may be performed 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 Security and Emergency Services Divisions of Indigenous Services Canada; 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 D; and
- b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

7.2.2 Offeror's Sites or Premises Requiring Safeguarding (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 Contract Security Program that the Offeror and individual(s) hold a valid security clearance at the required level.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

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

7.4.3 Comprehensive Land Claims Agreements (CLCAs) - REMOVED

7.5 Authorities

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, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority (TO BE IDENTIFIED AT SOA AWARD)

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up 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 [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are employees of Crown-Indigenous and Northern Affairs Canada (CIRNAC).

7.8 Number of Standing Offer

CIRNAC intends to award up to a total of seven (7) Standing Offer Agreements (SOAs) to qualified individuals.

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 (20.5%):	\$380,480.00
Second Highest Ranked Contractor (17.5%):	\$324,240.00
Third Highest Ranked Contractor (16.5%):	\$306,240.00
Fourth Highest Ranked Contractor (13.5%):	\$250,560.00
Fifth Highest Ranked Contractor (12.5%):	\$232,000.00
Sixth Highest Ranked Contractor (10%):	\$185,600.00
Seventh Highest Ranked Contractor (9.5%):	\$176,320.00

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.

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

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

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

option of providing additional funding or requesting the Contractor complete the Work to the extent that the current funding permits.

- 7.10.4** The Contractor will either submit a firm price, or a ceiling price, or a limitation of expenditure as required by the Project Authority, a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details to the Project Authority. The proposal must be submitted to the Project Authority within three (3) business days of receiving the request.
- 7.10.5** The firm price, ceiling price or limitation of expenditure will be established by utilizing the applicable rates as shows in the Basis of Payment, Annex "B".
- 7.10.6** Failure by the Contractor to submit a proposal in accordance with the time frame specified in 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 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;

- e) the general conditions 2010B (2020-05-28), General Conditions: Professional services (medium complexity);
- f) Annex A, Statement of Work;
- g) Appendix A, Guidelines for Preparing the SCB Historical Review;
- h) Annex B, Basis of Payment;
- i) Annex C, Security Requirements Check List;
- j) Annex D, Security Requirements Agreement;
- k) Appendix 1 of Annex D, Crown-Indigenous Relations and Northern Affairs Canada / Indigenous Services Canada (CIRNAC / ISC) Secure File Exchange Service;
- l) Appendix 2 of Annex D; Security Agreement;
- m) Annex E, Independent Bid Determination Certification;
- n) Annex F, Language Certification; and
- o) 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.

7.15.2 Federal Contractors Program for Employment Equity - Setting aside - REMOVED

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 **(TO BE IDENTIFIED AT SOW 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

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

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

7.2.3 SACC Manual Clauses - REMOVED

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.3.2 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

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

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 8.0 day when calculating reimbursement costs.

7.5.5 Limitation of Expenditure - Other Direct Expenses

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

Estimated Cost \$ _____ (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

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (TO BE IDENTIFIED AT SOA AWARD). Applicable taxes are extra on professional fees only.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.5.7 Method of Payment - Monthly Payment

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

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

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

7.5.9 T1204 - Direct Request by Department

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

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

7.6 Invoicing Instructions

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;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:

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

7.7 Insurance

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

7.8 SACC Manual Clauses - REMOVED

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

7.10 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

7.10 Joint Venture - REMOVED

ANNEX "A"

STATEMENT OF WORK

SW1.0 TITLE

Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC), Specific Claims Branch (SCB) –Research Services – Standing Offer Agreement – Individuals.

SW2.0 BACKGROUND

- 2.1 Within CIRNAC, Resolution and Partnerships (R&P), the Specific Claims Branch (SCB) reviews past wrongs that relate to the administration of land and other First Nation assets and to the fulfillment of historic treaties and other agreements.
- 2.2 First Nations research their own claims and submit them to the Government of Canada where the submissions are assessed against the minimum standard. If the submissions meet the minimum standard, they are filed with the Minister of Crown-Indigenous Relations and proceed to the Assessment Period where there are three steps: research, legal review, and assessment. This Request for Standing Offers (RFSO) is concerned with the research step. A review of the claim is performed to identify any possible research gaps. If any gaps are identified, research is conducted to try to fill these gaps. First Nations submit many submissions to the Government of Canada for assessment. For this reason, SCB outsources research to Contractors who have shown to have a set of specialized skills meeting SCB's Research Unit's requirements as described in the statement of work below.
- 2.3 Contractor research focused services will support SCB's research step during the Specific Claims process as noted in 2.2 above, or SCB's research concerning litigation of Specific Claims.

SW3.0 OBJECTIVE

- 3.1 To provide CIRNAC with Research Services in the following two categories: Analysis & Writing and Research Support. CIRNAC intends to award up to a total of seven (7) Standing Offer Agreements as follows:
 - 3.1.1 Up to seven (7) to Individuals providing Research Services.
- 3.2 CIRNAC seeks Individuals located throughout Canada that are capable of:
 - 3.2.1 Providing Research Services to ensure that a complete evidentiary record is compiled for use in Specific Claim negotiation activities;
 - 3.2.2 Planning, managing and directing research projects and teams;
 - 3.2.3 Conducting primary and secondary research to identify, collect, summarize and extract information from documents related to CIRNAC Specific Claims research and negotiations and to create document collections, reports, file summaries, map/survey collections, bibliographies, and to provide other related research services, including historical, anthropological, ethnographic, and genealogical research; and
- 3.3 Individuals must be capable of providing services in the following two categories of Research Services:
 - a) Analysis & Writing; and,
 - b) Research Support.

SW4.0 DEFINITIONS AND APPLICABLE DOCUMENTS

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

<u>Term/Acronym</u>	<u>Definition</u>
AW	Analysis & Writing.
Billable days	Billable days is defined as 8 hours.
Call-up	<p>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.</p> <p>Upon acceptance of the Call-up by the Contractor, the Call-up forms a binding agreement.</p>
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.
Individual	A Sole Proprietor capable of providing Analysis & Writing and Research Support Services.
GoC	Government of Canada
National Capital Region (NCR)	For the purposes of this SOA, the National Capital Region shall be the area encompassed by the Ottawa–Gatineau census metropolitan area (CMA) [see http://www12.statcan.gc.ca/census-recensement/2016/as-sa/fogs-spg/Facts-cma-eng.cfm?LANG=Eng&GK=CMA&GC=505&TOPIC=2].

Term/Acronym	Definition
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.
R&P	Resolution & Partnerships Sector
RS	Research Support.
SCB	Specific Claims Branch
SOA	Standing Offer Agreement. An agreement between CIRNAC and a qualified Contractor to provide Research Services on an as and when required basis. Individual work requirements may be initiated throughout the duration of the SOA. An SOA does not constitute a Contract.
SoW	Statement of Work.

4.2 The following document provides guidance for the provision of Research Services in the following two categories: Analysis & Writing; and Research Support within SCB. The Contractor shall conform to and maintain working knowledge of the following and all amendments thereto:

4.2.1 *Guidelines for Preparing the SCB Historical Review* (see Appendix A).

SW5.0 BUSINESS AND TECHNICAL ENVIRONMENT

5.1 Business Environment

- 5.1.1 The headquarters of CIRNAC's SCB is in Gatineau, Quebec. SCB operates within a standard office and telework 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., Eastern Savings 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 SCB's current database software is Ringtail 9.4 and above.
- 5.2.3 SCB's telework applications operate in Zoom and Microsoft Teams.

SW6.0 SCOPE OF WORK

- 6.1 The scope of work attached to each Call-up against the Standing Offer will identify the particular factual matters, issues, allegations, and other relevant areas of consideration that shall be researched, verified, documented, and reported upon. Under each Call-up, Research Services

may consist of Analysis & Writing and/or Research Support (in the disciplines of historical, genealogical, ethnographic or anthropological research).

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 Services**

6.3.1 **Analysis & Writing (AW)**

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

- AW-1. Review and analyze the First Nation's Claim submission, including but not limited to Statement of Claim, Historical Report, Document Index, Document Collection, Appendices, etc.;
 - AW-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 Specific Claim, and the research questions they aim to answer;
 - AW-3. Identify relevant primary and secondary sources, files/reels/electronic data and specific materials to be reviewed for the purposes of the Specific Claim;
 - AW-4. Conduct analysis on all relevant primary and secondary sources in the context of the Specific Claim and in preparation of the research report;
 - AW-5. Within the First Nation's Document Collection, identify/flag the key documents under direction of the Project Authority;
 - AW-6. Prepare a research report using the template provided by the Project Authority (see Appendix A). Key First Nation documents to be referenced within the text and the documents attached through an addendum to the report;
 - AW-7. Lead research teams in the planning, management and quality assurance of research, and coordinate activities of research teams;
 - AW-8. Participate in meetings with the Project Authority to provide briefings and discuss research strategies;
 - AW-9. Develop background material and be prepared to answer questions and suggest further sources and avenues for all research activities relevant to the Specific Claim;
 - AW-10. Perform other Analysis & Writing functions, as requested by the Project Authority; and
 - AW-11. Provide Project Authority, either through email, in-person meeting, or over the phone, updates on the research conducted and to discuss any issues that may arise throughout the research process;
 - AW-12. Submit the final copy of Deliverables to the Project Authority, as either hardcopy or electronic copy.
- Genealogical Sub-activities:
- AW-13. Review and analyze First Nations genealogical reports and associated materials provided by the Project Authority;

AW-14. Identify genealogical research required and conduct analysis of the research in preparation of a genealogical report;

AW-15. Prepare a genealogical report as instructed by the Project Authority. Relevant documents to be reference and attached through an addendum to the report;

Ethnological Sub-activities:

AW-16. Review and analyze primary and secondary sources, First Nations ethnographical reports and associated materials provided by the Project Authority;

AW-17. Identify ethnological research required and conduct analysis of the research in preparation of a ethnological report;

AW-18. Develop oral history questionnaire for Elder and First Nation members interviews;

AW-19. Analyze oral evidence collected through interviews to respond to research questions;

AW-20. Prepare ethnological reports as instructed by the Project Authority. Relevant documents to be reference and attached through an addendum to the report.

Anthropological Sub-Activities:

AW-21. Review and analyze primary and secondary sources, First Nations Anthropological reports and associated materials provided by the Project Authority;

AW-22. Identify anthropological research required and conduct analysis of the research in preparation of an Anthropological report;

AW-23. Develop oral history questionnaire for Elder and First Nation members interviews

AW-24. Analyze oral evidence collected through interviews to respond to research questions.

AW-25. Prepare an anthropological report as instructed by the Project Authority. Relevant documents to be referenced and attached through an addendum to the report.

6.3.2 Research Support (RS)

The Contractor shall carry out the Research Support activities described below, as and when required, and as described in any resulting Research Services 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 the Specific Claim;

RS-4. Prepare a summary (records researched) of each file reviewed;

RS-5. Prepare summaries of each document identified as relevant and enter document summaries, research results, and researchers' remarks;

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. Organize documents into PDF Document Collection(s), including the use of bookmarks for each document, using a designated naming convention.
 - RS-9. Label documents with source information and a document number that corresponds with references to documents in the Historical Report, Document Index, and Document Collection;
 - RS-10. Label maps with relevant information, including document number, source information, etc.;
 - RS-11. If a database is used, load and attach scanned images to database, as directed;
 - RS-12. If a database is used, perform quality control activities on the data entry;
 - RS-13. Proofread all deliverables;
 - RS-14. Perform other Research Services functions, as requested by the Project Authority.
- Anthropological, Ethnographical, and Genealogical Sub-activities:
- RS-15. Review/Read anthropological, ethnographical, and genealogical specific research
 - RS-16. Conduct interviews of Elders and/or First Nation members to collect oral evidence as required for ethnographic or anthropological research.
 - RS-17. Prepare a summary of interviews or full transcription of interviews, as required by the project authority.

SW7.0 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).
- 7.2 In accordance with the activities defined in SW6.0 - Scope of Work and the specific requirements of any Research Services 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 AW-2 and incorporating any information uncovered through AW-1;
 - 7.2.2 A research report and an indexed compilation of documents relied upon to accompany such report, prepared in accordance with AW-6, and RS-4 to RS-11;
 - 7.2.3 Background documentation, updates and briefing materials, in accordance with AW-8 and AW-11;
 - 7.2.4 A compilation of all relevant documentation, which has been reviewed, annotated, and summarized, in accordance with RS-4 and RS-5;
 - 7.2.5 File summaries (records researched), in accordance with RS-4;
 - 7.2.6 Transcribed copies of illegible documents, in accordance with RS-6;
 - 7.2.7 Status reports, in accordance with AW-11;

- 7.2.8 Any other documents, reports, or analyses developed, or other deliverables related to the Scope of Work herein, as described in any resultant Call-up(s);
- 7.3 All Deliverables shall be in hard-copy, electronic, or both, as required and as identified by the Project Authority. Any and all electronic deliverables must comply with the departmental software standards as identified in SW5.2, above.

SW8.0 RESOURCE REQUIREMENTS

- 8.1 The Contractor shall provide a single (1) resource in the following Categories for the provision of Services related to this SOA as detailed in the Contractor's Proposal, as specified in any resulting Call-up(s).

RESEARCH SERVICES

Resource Category	Minimum Resource Qualifications
Analysis & Writing	<ul style="list-style-type: none"> ➤ An undergraduate degree in a relevant discipline including but not limited to history, anthropology, ethnology, genealogy, Indigenous studies, or law; <p>AND</p> <ul style="list-style-type: none"> ➤ Two hundred and twenty (220) billable days of full-time professional work experience* (within the last one hundred and twenty (120) months) conducting Analysis & Writing related activities, as defined in the SoW, in the area of Indigenous relations with the Crown. <p>OR</p> <ul style="list-style-type: none"> ➤ Eight hundred and eighty (880) billable days of full-time professional work experience* (within the last one hundred and twenty (120) months) conducting Analysis & Writing related activities, as defined in the SoW, in the area of Indigenous relations with the Crown. <p>*The professional work experience must include some experience in at least three of AW-1, AW-2, AW-3, AW-4, AW-5, AW-6, AW-7, AW-8, AW-9, AW-13, AW-14, AW-15, AW-16, AW-17, AW-18, AW-19, AW-20, AW-21, AW-22, AW-23, AW-24, and AW-25, as defined in the SoW. Experience gained during formal education shall not be considered professional work experience.</p>
Research Support	<ul style="list-style-type: none"> ➤ Twenty four (24) months or four (4) complete semesters of full-time, post-secondary education in a relevant discipline including but not limited to history, anthropology, ethnology, genealogy, Indigenous studies, or law; <p>AND</p> <ul style="list-style-type: none"> ➤ One hundred and forty (140) billable days of full-time professional work experience* (within the last one hundred and twenty (120) months) conducting Research Support related activities, as defined in the SoW, in the area of Indigenous relations with the Crown.

Resource Category	Minimum Resource Qualifications
	<p>OR</p> <ul style="list-style-type: none"> ➤ Four hundred and forty (440) billable days of full-time professional work experience* (within the last one hundred and twenty (120) months) conducting Research Support related activities, as defined in the SoW, in the area of Indigenous relations with the Crown. <p>*The professional work experience must include some experience in at least four of RS-1, RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8, RS-9, RS-10, RS-11, RS-15, RS-16, and RS-17, as defined in the SoW. Experience gained during formal education shall not be considered professional work experience</p>
Language Requirements	<p>If the Offeror is located within the Quebec Region, the resource must be capable of providing bilingual services (English and French) at the advanced level for Comprehension and Written Communication and intermediate level for Oral Communication.</p> <p>If the Offeror is located in any other region(s), excluding the Quebec Region, the resource must be capable of providing English services at the advanced level for Oral Communication, Comprehension and Written Communication.</p> <p>(refer to the Language Proficiency Grid at Annex F)</p>

SW9.0 PERFORMANCE STANDARDS AND QUALITY ASSURANCE

- 9.1 The Contractor shall possess or ensure the provision of content knowledge appropriate for Analysis & Writing and Research Support 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 Analysis & Writing and Research Support 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 SCB. With each issued Call-up, the Project Authority will establish with the Contractor a schedule of milestones and expectations of reporting on completed work as specified in the SOA and 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 the single resource deployed in the provision of services under any resultant Call-up(s), is properly trained and qualified to fulfill their responsibilities.
- 9.7 It is the responsibility of the Contractor to ensure its conduct and performance is in accordance with the terms and conditions of the SOA and any resultant Call-up(s), and in accordance with the *Code of Conduct for Procurement*.

SW10.0 REPORTING REQUIREMENTS

- 10.1 It is the responsibility of the Contractor to facilitate and maintain regular communication with the Project Authority regarding the progress of work completed under any Call-up(s) under the SOA.
- 10.2 Upon request from the Project Authority, the Contractor shall provide *ad hoc* written or verbal status updates relating to any work in progress under any Call-up.
 - 10.2.1 As CIRNAC continues to operate in a telework environment, verbal status updates may be by teleconference or videoconference platforms such as Zoom and Microsoft Teams.
- 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, or MS PowerPoint as appropriate.

SW11.0 RISKS AND CONSTRAINTS

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

SW12.0 CONTRACTOR RESPONSIBILITIES

- 12.1 In fulfilling the terms and conditions of the Contract, the Contractor agrees to:

- 12.1.1 Be available to provide services under any resultant Call-up(s) within the business hours defined in 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 (as described in SW9.0) 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.

SW13.0 DEPARTMENTAL SUPPORT

- 13.1 As required for the completion of work under the SOA and any resulting 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;
 - a) As CIRNAC continues to operate in a telework environment, access to Departmental facilities will require coordination with several internal personnel. The Contractor should consider timing required.
 - 13.1.3 Review of submissions and the provision of comments/suggested revisions, in a timely manner; and
 - 13.1.4 Other assistance and support as appropriate;
 - 13.1.5 A copy of *Guidelines for Preparing The SCB Historical Review Package* (see Appendix A) prior to any Call-up issuance.

SW14.0 LOCATION OF WORK AND TRAVEL

- 14.1 **Location of Work**
 - 14.1.1 The location of work will be nation-wide, 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 outside the NCR 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 in order to conduct research, 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 <https://www.njc-cnm.gc.ca/directive/d10/en>.

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 The proximity of the Contractor to the relevant archival repositories (where applicable) is a consideration when issuing a call-up 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 resulting Call-up in which travel is required, the Project Authority will issue a specific authorization to travel, including specific travel parameters, dates and location(s). The Contractor shall submit travel estimates for pre-approval.

SW15.0 LANGUAGE OF WORK

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

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.

APPENDIX "A"

GUIDELINES FOR PREPARING THE SCB HISTORICAL REVIEW

Requested Format for "SCB Historical Report"

Instructions on how to complete this document:

The SCB Historical Report recounts statements supported by the key documents present in the SCB Document Collection. The SCB Historical Report must be as objective as possible with a simple retelling of historical events found within the Historical Documents; speculation about events, assumptions and editorial comments are not permitted. The writing style will be relevant, objective, factual and concise while presented in a chronological narrative.

The cover page of the SCB Historical Report should have a simple heading (see template at the end of Appendix A).

"Background" shall be the first section of the SCB Historical Report. At the end of this section, include a description of how each document collection is identified throughout the SCB Historical Report (as required). Please do not include an executive summary or table of contents.

The "SCB Historical Report," outlines:

- the essential facts presented in numbered paragraphs;
- a brief summary of the key document in each paragraph;
- the information (from the documents) in chronological order (as much as possible)
- subject headings to highlight key events in the time line (when used, subject headers should be bolded);
- introductory paragraphs which can lead into essential fact paragraphs (if applicable).

Paragraphs shall begin with the exact document date in the following format, month, day, year: "On November 17, 1902"

- In the event that a document is missing any or all of the date, indicate this in a footnote.

Names and titles of individuals/parties involved shall be included within the numbered paragraphs as follows: Name, Title, Department and region as applicable (i.e. "On December 1, 1872, John Smith, Surveyor General, Department of Interior, Vancouver, wrote a letter to Alex Jones, Indian Agent, Department of Indian Affairs, Ottawa, indicating that a copy of the survey plan had been submitted (Doc. #)". If the identity of the author or the recipient is unclear, it can be noted as such (i.e. "On November 5, 1902, an unknown individual, Department of Justice, wrote a letter...").

Always cite the documentary source at the end of the sentence or statement to which the document refers. (i.e. bolded: (Doc. 3). Not numerous citations (e.g. Doc. 4, 6, 8- 18, 23-27); Include page numbers if document is lengthy (Doc. 143, p.p. 297-316).

Quotes within the documents may be used, but should not exceed 6-7 lines of text.

- Block quotations will be used when quoting 4 typed lines of text or more. Document quotations should be kept to a minimal length.
- Maps and pictures shall only be referred to within the research report by their document number.

It is preferred that websites are not used as references within the footnotes or research report. However, if a website is required as background/ supporting material, then a copy of the webpage with the

information and the splash page are to be included in the document collection. Ensure that a full URL citation is provided in the document index.

Various types of information can be conveyed using footnotes within the Historical Report. For instance, to identify documents that could not be located (i.e. "Unable to locate a response to Smith's letter; Please consult Records Researched for a list of files consulted; date is illegible; author unknown, etc.)

- a) The use of acronyms is acceptable for commonly used terms/titles, provided that the first time it appears in the report it is written in full with the acronym following in parentheses. i.e. Department of Indian Affairs (DIA), or Deputy Superintendent General of Indian Affairs (DSGIA).
- b) Brackets "[]" should be used to enclose words or phrases inserted into an otherwise verbatim quotation, i.e., "The quack [sic] brown fox [leaped] over the [illegible word]".

General formatting of the SCB Historical Report:

- The footer of the cover page should contain the following information on the bottom left side in 10-point font Arial: Prepared by [company name] for the Specific Claims Branch Request for Proposal, Date (month, year).
- Paginate the report (except the cover page) using the following format: "page x of y" bottom right side of the report in 10-point font Arial.
- The body text should be in 12-point font Arial.
- Footnotes should be in 10-point font Arial.
- Block quotations should be double indented in 11-point font Arial.
- The Research Report shall be no longer than 20-pages.

An example can be found on the following page.

Prepared by [company/individual name] for the Specific Claims Branch (IN HEADER)

Date (month, year) (IN HEADER)

SCB Historical Report

Name of First Nation

Name of Claim

File Number (8260-88-1...)

BACKGROUND

(Example: AN UNBIASED SUMMARY OF EVENTS IN A DOCUMENT)

1. Canada owed a statutory duty and a fiduciary duty to the XYZ First Nation who had a cognizable interest in IR 1.

The XYZ First Nation was not consulted or compensated for the loss of their reserve interest. Canada breached its fiduciary duty to the XYZ First Nation by failing to take all reasonable steps to protect the XYZ First Nation's interests and by failing to act with a duty of loyalty and good faith.

Canada has an outstanding lawful obligation to the XYZ First Nation and must compensate the XYZ First Nation accordingly (Doc. 5, p. 1).

Documents are cited as "Doc. X".

RESEARCH REPORT

Treaty X Adhesion of the XYZ First Nation

1. On January 1, 1888, John A. MacDonald, Superintendent General of Indian Affairs (SGIA), Ottawa, wrote to Alex Foster, Surveyor, Department of Lands, Vancouver, requesting that a survey be completed "...as soon as possible for the XYZ First Nation" (Doc. 4A; Doc. 1).
2. On January 3, 1888, John...
- ...

Reserve creation process for IR 1 (1915)

21. On June 6, 1915, ...
22. ...

Page # of #

Requested Format for "SCB Research Plan"

Instructions on how to complete this document:

1. List of Allegations

Insert allegations *verbatim* from the First Nation's statement of claim (citing the page number) and/or the ERP document. In the event that the allegations are not provided in a cohesive list, please list all potential allegations in this section.

2. List of Research Questions

Insert a list of questions, which the analyst seeks to address by conducting additional research. Such questions usually arise from the analysis of the First Nation's Historical Report and/or Statement of Claim and FN Document Collection, and typically seek to address or clarify:

- a. gaps in the historical narrative;
- b. factual errors in the historical narrative;
- c. gaps in the timeline of events; and/or
- d. assertions/arguments presented by the First Nation regarding historical events and/or evidence.

The list of questions should be as specific as possible and can be further developed during the course of the research. The purpose of this list is to inform other parties (ie. other SCB Analysts, LMRB staff, DLSU Legal Counsel, SCT litigators etc.) of the lines of inquiry which were followed during the course of the research. This list should include any questions that were identified in the preliminary "Research Plan" and/or "Research Considerations" sections of the ERP document for the claim, as well as the general questions outlined in "Conducting Historical Research for a Specific Claim- Draft Manual" (CIDM# 1441683). The questions should be listed in a table, along with the action required and result of the inquiry, where possible. Sub-headings may be used in the table to organize your questions by theme (ie. Treaty Signature/Adhesion, Reserve Creation, Beneficiaries, etc.).

The list of Results should be short and indicate if the Research Questions were successfully answered. If no answer was located it is ok for Bidders to indicate as such. If an answer was located then a brief description of what was found and the relevant document(s) – which should be located in the SCB Document Collection – should be mentioned.

Example:

Research Question	Result
The surrender document provided by the First Nation does not include an affidavit. Does an affidavit attesting to the surrender exist?	Affidavit located and provided as SCB Doc. 1

The letter from McLean to VanKoughnet, dated March 11, 1893 (FN Doc. 49), is a response to Vankoughnet's letter dated March 1, 1893, which is not provided by the FN. Can the letter dated March 1, 1893 be located on file?	Letter unable to be located in the list of files reviewed. Please consult SCB Records Researched.
The letter from Samuel Bray to Simpson, dated May 5, 1881 (FN Doc. 66), refers to Bray's survey notes which are reportedly "attached" to the letter but have not been provided by the FN. Is a copy of the report appended to the version of the letter on file?	Copy of the report located and provided as SCB Doc. 6.
MacDonald's letter to Montague (FN Doc. 83) is undated, unsigned and appears to be a draft. Can a signed, dated version of the letter be located on file?	No final version of the letter was located. Please consult SCB Records Researched.
Chief Barnard, Thoma, Capt. Charlie, Peter, William Kultask, and Joseph Tushilkasket, all placed their mark on a petition dated December 20, 1888 (FN Doc. 106). Can the paylists be consulted to confirm that these individuals were members of the Band at this time?	Paylists consulted, membership confirmed. Paylist is provided as SCB Doc. 10
The FN argues that there is no documentation to support that the Band was consulted regarding the location of their reserve. Can this lack of documentation be confirmed/disputed?	No documentation on this matter was located. Please consult SCB Records Researched for a list of files consulted.
The First Nation's historical report concerns a surrender for sale in August 1923, but there is no information provided from September 1923 to March 1924. Does any relevant correspondence/documentary evidence exist for this time period?	Relevant correspondence was located during this period and is provided in SCB Docs. 12-16.
The FN alleges that they never received compensation from the sale of the surrendered land. Review the FN trust account records to confirm that the funds were not received.	Trust account records reviewed for 30 year period following surrender, no record of deposit being made which is associated with the land sale.
The FN alleges that the survey of the reserve took place on March 3, 1881, however no copy of the survey plan was provided.	Survey Plan located from NRCan Canadian Land Surveys System Records (online)

3. Transcripts and/or Clearer/Complete Copies of Documents Required:

Please list all First Nation documents which require clearer copies and/or transcripts (a partial or complete list may exist in the ERP document, which may be duplicated in this section). The document source and date should be included in order to facilitate the search for a clearer copy. For example (examples are not based on actual documents):

- FN Doc. 14, November 15, 1887, letter from Arthur Smith to David Jones, LAC MG 26A, Vol. 105, pp. 42319-42336, Reel C-1523;
- FN Doc. 27, June 18, 1888, RG10 , Order-in-Council, Volume 3807, File : 52935, Reel C-10141;

- FN Doc. 92, January 2, 1878, RG10, letter from MacDonald to McArthur, Volume 3668, Reel C-10117, File : 10508.

4. Potential Sources of Research (Preliminary List)

List all potential sources of data from various research repositories that you plan to consult during the research process. The specific files located from each source/repository will be listed in the SCB Records Researched template (please refer to CIDM# 7319918). This list will vary depending on the subject matter of the claim and may include the following:

- INAC Trust Fund records;
- INAC Indian Registration System (IRS);
- INAC Indian Lands Registry System (ILRS) records;
- INAC Library (Annual Reports, Order-in-Councils, RG 10 Reels etc.)
- INAC Genealogy Records (paylists etc.);
- INAC HQ archival files (contact RecordsNCRArchivalResearch for a list);
- INAC Regional files (may be contacted directly or through Sylvie Lisa Charbonneau at RecordsNCRArchivalResearch);
- SCB Resource Room (please note that the complete archival reference is required);
- Non-INAC Governmental files (Health Canada, Transport Canada, NRCan etc.)
- Library and Archives Canada (LAC);
- Provincial/Territorial Archives;
- Church Archives;
- University Archives; and
- Non-governmental and Private Archives (please consult <http://www.archivescanada.ca/english/contributor.asp> for a useful list of archives covering items k-n, above).

Template is located on the following page.

SCB Research Plan

Name of First Nation

Name of Claim

File Number (8260-88-1...)

1. List of Allegations

2. List of Research Questions

Research Question	Result

3. Transcripts and/or Clearer/Complete Copies of Documents Required:

4. Potential Sources of Research (Preliminary List)

Requested Format for "SCB Records Researched" (this may be presented in Landscape orientation)Instructions on how to complete this document:

The purpose of the Records Researched document is to catalogue the files and/or documents that were identified as potentially relevant to the claim from the various research repositories in the SCB Research Plan. Once the listed files are reviewed, this document will also identify whether the files are relevant to the claim as well as note any additional information regarding the files.

Reference: insert all available information which identifies the source of the information reviewed. This includes, but is not limited to: file number, microfilm reel number, Record Group (RG) number, volume number, website address, library call number, registration number (ie. ILRS), Trust Account number, Map/Plan number, etc. It is imperative that the document/file reference be as complete as possible in the event that the information needs to be re-located in the future. Sub-headings which indicate the document repository (ie. Library and Archives Canada, SCB Resource Room) may be used to organize the Records Researched chart (however, listing the repository does not replace the need for a full archival reference).

Date: this can include the date range of a file (in the event that a file contains more than one document), the date range searched (ie. trust accounts, paylists) or the date of a single document (ie. map or plan).

Title / Description: insert the name/title which has been assigned to the file/document, if provided. Please ensure that the title appears exactly as provided in order to ensure consistency. In the event that there is no title assigned to the file, please briefly describe the file/document (ie. Trust Account Records, Indian Land Sales Records).

Comments: provide commentary on whether relevant information to the claim was located in the sources reviewed. Please also include information regarding the status of the file, if applicable (ie. file not located, file misplaced, file lost in fire etc.)

Example:

Reference	Date(s)	Title / Description	Comments
INDIGENOUS AND NORTHERN AFFAIRS CANADA (INAC)			
INAC Main Records Office, File# 978/36-6-2, Vol. 1	1898-1965	Campbell River, Land Matters, Miscellaneous, Lighthouse sites, Cape Mudge Band-Cape Mudge Res. #10	Not reviewed as file was unable to be located.
INAC Main Records Office, File # NCR-E 6585-2, Volume 3 (UNC)	1998-2000	Medical Services – General	No relevant information located
INAC , Indian Monies, Estates and Treaty Annuities, 14 th Floor, INAC Headquarters	1891-92 to 1959-60	Trust Fund Accounts for the Red Pheasant Band (Account # 156).	16 documents copied. The account is missing in 1953- 54. No other fiscal years contained relevant transactions.

INAC, Genealogical Research Unit, 18 th Floor, INAC Headquarters	1876 to present	Treaty Annuity Paylists for the Mosquito Band	Paylists copied
INAC Saskatchewan Regional Office, File REG-O 671/15-3, vol. 1	1967-1970	North Battleford District - Farming - Land Clearing	No relevant information located
RG 10, Volume 7546, File : 30,001-2, Reel C-14814, INAC Library, 14 th Floor, INAC Headquarters (File also available at Library and Archives Canada)	1917-1934	Headquarters – Correspondence Regarding Indian Timber Permits	No relevant information located
INAC, Indian Lands Registry System (ILRS)	N/A	Reserve General Abstract Report Parcel Abstract Report- White Bear Reserve	Searched General Abstract Report as well as Parcel Abstract Report for Lot X, Parcel 12, White Bear IR 70
Library and Archives Canada (LAC)			
LAC, RG 10, Vol. 7069, File 974/20-7-33-2, Pt. 1	1918-1951	West Coast Agency – Licence to cut timber on Deekyakus IR 2	Relevant documents identified and copied.
LAC, RG10, Vol. 3649, Reel C-10113, File 8187	1877	Swan River Agency – Correspondence regarding the location of the Waywayseecappo; Keeseekoose and Key Reserves	No relevant information located
LAC, RG 10, BAN 1999-01431-6, Box 261, File 601/23-11, pt. 1	1963	Saskatchewan Regional Office - Livestock Returns	No relevant information located
LAC RG15 , Department of Interior , Series D-II-2 Volume 146 Reel C-14908, File : M.A. 1108	1881	List of lots recommended for patent in Prince Albert Settlement - Dominion Land Agent	Copies made.
LAC MG 26A, Vol. 105 (Textual material)	1884	Sir John A. Macdonald papers	Copies made.
LAC RG 18 (Royal Canadian Mounted Police), Vol. 1038, File 67-98	1886	Indians and Indian Department	No relevant information located

Natural Resources Canada (NRCan)			
NRCan, Canada Land Survey System (CLSS) Records. http://clss.nrcan.gc.ca/plan-eng.php?id=1569+RSQ+QC	1988	Kitigan Zibi Reserve. Plan of Subdivision of Lot 7-1-2, Plan #1569 RSQ QC.	Copies made
Provincial Archives			
Saskatchewan Archives Board Homestead File 81184	1884	Statements concerning claims to lots in St. Laurent	File lost due to fire

Template is located on the following page.

SCB Records Researched

Name of First Nation
Claim Name
File Number (8260-88-1...)

Reference	Date(s)	Title / Description	Comments

Recommended Format for "SCB Document Index"

Instructions on how to complete this document:

The purpose of the SCB Document Index is to list in order all the documents located in the SCB Document Collection. The following four pieces of information are required for each document located in the Document Index:

SCB. Document number: This number is assigned to each document and must correspond with the documents as they appear in the SCB Document Collection.

Date: The date included is the date the document was created.

Description: Descriptions need to be brief and reflect what the document is. For example, if a document is a letter it should state as much and indicated who sent the letter and who received it.

Reference: The reference is the documents citation for easy location.

Example:

SCB Doc.	Date	Description	Reference
1	August 15, 1880	Letter (reply) from Indian Reserve Commissioner O'Reilly to L. Vankoughnet, Superintendent General of Indian Affairs.	Library and Archives Canada (LAC), RG 10, vol. 3711, file 22195
2	October 2, 1881	Letter (reply) from I.W. Powell, Indian Superintendent, Victoria to George Blenkinsop, Indian Agent, Kwawkewlth Agency.	Annual Report of the Department of Indian Affairs for the Year Ended 31 st December, 1881, pgs. 167-171
3	Sept. 8, 1881	Order-in-Council 1051	Privy Council, RG XX, vol. 456, file 33456

Template is located on the following page.

SCB DOCUMENT INDEX

Name of First Nation
Claim Name
File Number (8260-88-1...)

SCB Doc.	Date	Description	Reference

Recommended Format for "SCB Document Collection"

Instructions on how to complete this document:

The purpose of the SCB Document Collection is to contain all the documents cited throughout the entire Research Package or Policy Package in one, easy to access, PDF. Each document in the SCB Document Collection needs the following information:

Historical Document: each page within the SCB Document Collection should be a scanned image of a historical document cited within the Historical Research Package. If the first historical document is a letter that is 5 pages long it should be the first 5 pages of the SCB Document Collection, the second document must then begin on page 6 of the SCB Document Collection and so on.

Document Number: each historical document must be numbered, that number must correspond with the SCB Doc. numbers located in the SCB Document Index. If the historical document is multiple pages the document number must appear on each page.

Reference: at the bottom center of each historical document its reference must be included. If the historical document is multiple pages the reference must appear on each page.

Page Number: a page number must be included in the bottom right of each historical document using the following format: *Page # of #*. This page number is in reference mutually exclusive to each historical document and does not reflect the entire SCB Document Collection; the number begins a new for each new historical document. For example, if a historical document is 6 pages then the page number should read as follows: Page # of 6.

Transcripts (as needed): Documents of illegible/incomplete/poor quality will have transcripts prepared or a clearer/legible/complete copy located. Transcripts must mirror the original document as closely as possible (i.e. line and page breaks, marginalia, etc., in the original document should be mimicked in the transcript).

An example can be found on the following page.

SCB Doc. 1



8. 3
Extract from a Report of the Committee of the
Honourable the Privy Council, approved by
His Excellency on the 3 July 1867.

Entry in Register

Edouard Jos. Languevin, Clerk, Crown
in Chancery for the Dominion of Canada.

Appt. approved & Document sent to
Secy. of State of Canada.

John J. McFarlane
Clerk of the
Privy Council

RG2, Privy Council Office, Series A-1-a, Order-in-
Council 1867-0008, vol. 25

Page 1 of 1

ANNEX "B"

BASIS OF PAYMENT

1. 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.

Service Category	Fixed, All-Inclusive Per Diem Rates (\$ CAD)			For Evaluation purpose ONLY/for use by the Contracting Authority
	Initial Period SOA Award date to March 31, 2024 A	Option Year 1 April 1, 2024 to March 31, 2025 B	Option Year 2 April 1, 2025 to March 31, 2026 C	Service Category Assessment Value (= A+ B+C)/3
Research Services: Analysis & Writing	\$	\$	\$	
Research Services: Research Support	\$	\$	\$	
Bidder's Evaluation Assessment Value (sum total of averaged per diem rates)				

5. The Contractor shall charge to CIRNAC the rate for the Service Category of work conducted, in accordance with the Statement of Work, 8.1 and 8.1.1.

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST (SRCL)

Affaires autochtones et
Développement du Nord CanadaAboriginal Affairs and
Northern Development Canada

Contract Number / Numéro du contrat

1000224974

Security Classification / Classification de sécurité
UnclassifiedSECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE	
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région Specific Claims / R&P / Research and Assessment / NCR	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :
3. Brief Description of Work / Brève description du travail Request for Standing Offers - Individual (Open) - Research Services: Analysis & Writing and Research Support	
4. Contract Amount / Montant du contrat \$	6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :
5. Contract Start and End date / Date de début et de fin du contrat 2021-04-01 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 assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui 7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui 7.3 access to the departmental computer network? accès au réseau informatique du Ministère? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui (If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)	
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)	
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS	
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir/entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui If yes, specify: / Si oui, spécifiez : a) Email transmission / Transmission par courrier électronique : <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) : <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) : <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
9.3 Will the supplier be required to safeguard COMSEC* information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC* ? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui * Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone)/ Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télexcopieur sécuritaire)	

NCR#7087864 - v1

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	Please refer to question : Veuillez vous référer à la question :	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information / Assets Renseignements/Biens	7.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information / Assets (off site) Renseignements/Biens (extérieur)	8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information / Assets (off site) Renseignements/Biens TI (extérieur)	9.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission – e-mail Transmission TI – courriel	9.2 a)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
IT Transmission – other Transmission TI – autre	9.2 b)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
Remote Access to Network Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>				
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART C – PERSONNEL / PARTIE C – PERSONNEL

- 11.1 Personnel Security Screening Level Required:
Niveau d'enquête de la sécurité du personnel requis : ☐ N/A / Non requis ☒ Reliability/ Fiabilité ☐ Confidential/ Confidentiel ☐ Secret ☐ Top Secret/ Très secret
- 11.2 May unscreened personnel be used for portions of work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No Non ☐ Yes Oui ☐ N/A / Non requis
12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? ☒ No Non ☐ Yes Oui



Contract Number / Numéro du contrat

1000224974

Security Classification / Classification de sécurité
Unclassified

PART D – AUTHORIZATION / PARTIE D – AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme Name (print) – Nom (en lettres moulées) Marie-Laurence Daigle		Title - Titre A/Director	
Telephone No. – N° de téléphone 819-953-6844		Facsimile No. - N° de télécopieur 819-953-9618	
E-mail address – Adresse courriel Marie-laurence.daigle@canada.ca		Date 2020-09-28	
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) – Nom (en lettres moulées) Steven French		Title - Titre Contract Security Officer	
Telephone No. – N° de téléphone 819-934-2334		Facsimile No. - N° de télécopieur N/A	
E-mail address – Adresse courriel steven.french@canada.ca		Date 2020/11/16	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
16. Procurement Officer / Agent d'approvisionnement Name (print) – Nom (en lettres moulées) Christine Madore		Title - Titre Senior Procurement Officer	
Telephone No. – N° de téléphone 873-354-1376		Facsimile No. - N° de télécopieur N/A	
E-mail address – Adresse courriel christine.madore@canada.ca		Date 2020-11-13 07:50:30	
17. Contracting Security Authority / Autorité contractante en matière de sécurité Name (print) – Nom (en lettres moulées) Alexandre Pare-Monderie		Title - Titre A/ Manager Security Operations	
Telephone No. – N° de téléphone		Facsimile No. - N° de télécopieur	
E-mail address – Adresse courriel alexandre.pare-monderie2@canada.ca		Date	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified

Canada

NCR#7087864 - v1

ANNEX "D"

SECURITY REQUIREMENTS AGREEMENT

Company Name: _____

Request for Standing Offer: 1000224974

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 office/home	Restricted access room within office/home

Definitions:

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

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

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

1.2 Transportation

1.2.1 Transportation of Paper Records:

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

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

1.2.2 Prevention Tips While in Transit:

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

1.2.3 Discussion:

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

2. IT Security Requirements

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

2.1 Electronic Storage

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

2.2 Electronic Possession, Transportation and Processing

When there is a requirement for the contractor to transport, process or electronically store departmental information, the contractor must ensure that the data remains secure at all times no matter what level of confidentiality the information is by adhering to the following requirements:

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;

- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006> Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

2.3 Electronic Transmission of Departmental Data

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with CIRNAC/ISC's personnel. The use of electronic transmission methods other than those listed below is prohibited.

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc); • Each user has their own corporate e-mail account which is protected with a username and password; and • Email server communication is protected with TLS encryption.
	Fax	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The sending fax machine is located on the contractor's premises; • The sender contacts the recipient to confirm fax number and advise recipient of incoming fax; • Recipient is present at the fax machine ready to receive fax; and • Sender obtains confirmation from sender of receipt.
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p>

		<ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values; ▪ The network name (SSID) has been changed from its default value; and ▪ WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> • Must be 8 characters or longer; • Have at least one upper case character; • Have at least one lower case character; • Have at least one numeric character; and • Have at least one allowed special character
Protected B	Encrypted and Digitally Signed eMail	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:</p> <ul style="list-style-type: none"> • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc); • Each user has their own corporate e-mail account which is protected with a username and password; • The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and • Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings: <ul style="list-style-type: none"> • One of the following encryption algorithms is used: <ul style="list-style-type: none"> ▪ 3DES-168 Bit or higher ▪ AES-128 Bit or higher • Digitally signed with one of the following algorithms: <ul style="list-style-type: none"> ▪ RSA (Rivest, Shamir, Adleman) ▪ DSA (Digital Signature Algorithm) ▪ ECDSA (Elliptic Curve Digital Signature Algorithm) • One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> • SHA-224 • SHA-256 • SHA-384 • SHA-512
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p>

		<ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values; ▪ The network name (SSID) has been changed from its default value; and ▪ WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> • Must be 12 characters or longer; • Have at least one upper case character; • Have at least one lower case character; • Have at least one numeric character; and • Have at least one allowed special character
	CIRNAC/ISC Secure File Exchange Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC's Secure File Exchange service as long as following requirements are met:</p> <ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to the user by CIRNAC/ISC; and • The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (Refer to Appendix 1 of Annex D).
	CIRNAC/ISC Collaboration Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC's Collaboration service as long as following requirements are met:</p> <ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to each user by CIRNAC/ISC.
	Fax	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The sending fax machines is located on the contractor's premises; • The sender contacts the recipient to confirm fax number and advises recipient of incoming fax; • Recipient is present at the fax machine ready to receive fax; and • Sender obtains confirmation from sender of receipt.

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.

APPENDIX 1 OF ANNEX "D"

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 Crown-Indigenous Relations and Northern Affairs Canada/ Indigenous Services Canada (CIRNAC/ISC) Secure File Exchange Service. The purpose of this system is to facilitate sharing of information between CIRNAC/ISC and its business partners.

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

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

APPENDIX 2 OF ANNEX "D"

SECURITY AGREEMENT

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

1. Will abide by all of 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 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 ISC security clauses and requirements included in this contract.

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

Contractor:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

CIRNAC/ISC Project Authority:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

ANNEX "E"

INDEPENDENT BID DETERMINATION CERTIFICATION

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"])

1. 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;
 - b. 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 "F"

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) The resource qualified in the **Quebec Region** must be capable of providing bilingual services (English and French);

The Offeror certifies that, should it be authorized to provide services under any Standing Offer Agreement for Work in the Quebec Region, the resource must be capable of providing bilingual services (English and French) at the advanced level for Comprehension and Written Communication and intermediate level for Oral Communication.

Signature

Date

- 2) The resource qualified **in any other region(s), excluding the Quebec Region**, must be capable of providing services in English at the advanced level for Oral Communication, Comprehension and Written Communication.

The Offeror certifies that, should it be authorized to provide services under any Standing Offer Agreement for Work in any other region(s), excluding the Quebec Region, the resource must be capable of providing English services at the advanced level for Oral Communication and Written Communication.

Signature

Date

LANGUAGE PROFICIENCY GRID

Level	Oral Communication	Comprehension	Written Communication
Basic knowledge	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; give uncomplicated directions relating to common work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> 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. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words indicating the time, place or person.
Intermediate knowledge	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> hold a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; distinguish main from secondary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics with a sufficient mastery of grammar and vocabulary.
Advanced knowledge	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complex details, inferences and nuances in meaning; have a good understanding of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.