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**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRE À COMMANDES**

Proposal To: Indigenous Services Canada

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition aux: Services aux Autochtones Canada

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**Crown-Indigenous Relations and
Northern Affairs Canada**

Title – Sujet CIRNAC- Settlement Agreement and Childhood Claims Branch – Research Analysis, Research Services and Document Management – Standing Offer Agreement (Firms) – Set Aside	
Solicitation No. – N° de l'invitation 1000248045	Date 17-May-2023
Client Reference No. – N° référence du client N/A	
GETS Reference No. – N° de reference de SEAG	
File No. – N° de dossier N/A	CCC No. / N° CCC - FMS No. / N° VME N/A
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – le June 27th, 2023	Time Zone Fuseau horaire EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Alexander.cormierhowie@sac-isc.gc.ca	Buyer Id – Id de l'acheteur DY6
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Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : NCR	

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

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

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

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

1.2.2 The Standing Offer Agreements (SOAs) resulting from this RFSO process will be from SOA award date to March 31, 2026 with two (2) additional one (1) year option periods.

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

1.3 Security Requirements

There are 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 RFSO process. Offerors should make the request to the Standing Offer Authority within fifteen (15) working days of receipt of the results of the RFSO process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2022-12-01) 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, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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 seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that the Offerors submit their offer by email in separate attachments as follows:

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

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

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

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

- 1) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Offer

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

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

Section II: Financial Offer

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

Electronic Payment of Invoices - Offer

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

3.2 Exchange Rate Fluctuation

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

Section III: Certifications

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

Section IV: Additional Information

3.3 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

3.3.1 As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

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

3.3.2 The Company Security Officer must ensure through the [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 R6, 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 three (3) Service Areas, which are: Research Analysis, Research Services and Document Management.

4.2 Technical Evaluation

4.2.1 Mandatory Technical Criteria

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

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

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

Offeror's Name:				
Item	Mandatory Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Pass	Fail
M1	<p>1. Project Summaries</p> <p>1.1 The Bidder MUST provide four (4) Project Summaries, not exceeding 500 words in the Summary of Extent and Role of the Bidder's involvement in the Assignment section for projects which were completed within the past seven (7) years. The Bidder MUST use the Project Summary form(s) at Table M1 in their response to this evaluation criterion.</p> <p>1.2 Each Project Summary MUST include provision of two (2) or more of the following Services:</p> <ul style="list-style-type: none"> a) Research Analysis (Principal) - as described in the SoW, section 6.3; b) Research Analysis - as described in the SoW, section 6.3; c) Research Services - as described in the SoW, section 6.4; d) Document Management - as described in the SoW, section 6.5. <p>1.3 Research Analysis (Principal), MUST be included in at least one (1) of the four (4) project summaries submitted. Each of Research Analysis, Research Services and Document Management MUST be included in at least two (2) of the four (4) project summaries submitted.</p> <p>1.4 Each proposed Resource, as described in M2 below, must have completed at least forty (40) billable days in at least two (2) of the projects as set out in the Project Summary form(s).</p> <p><i>Within each Project Summary form provided (see Table Form M1), in order to demonstrate the above and allow for a thorough pass/fail evaluation, the Bidder must indicate:</i></p> <ul style="list-style-type: none"> a) Bidder name, Project name, and Client organization; b) Project Scope and Objective; c) Project Dates/Duration, Dollar Value and the Number of Resources Involved; d) Resource(s)utilized, their Role/ Responsibility and Level of Effort (to demonstrate 1.4 above); 			
M1				

Offeror's Name:				
Item	Mandatory Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Pass	Fail
	<p>e) <i>Summary of Extent and role of the Bidder's involvement in the Assignment, including project outcome and results; and</i></p> <p>f) <i>Name, Title, E-mail address and Phone Number of the Client Project Authority (to whom the Bidder reported)</i></p> <p>The Bidder <i>MUST</i> use Table Form M1 – Project Summaries for each project summary. The Bidder is encouraged to provide detailed responses for each of the requirements set out in Table Form M1.</p> <p><i>CIRNAC reserves the right to contact the named client project authorities to verify the accuracy and veracity of the information provided in the Bidder's Offer, by means of a series of standardized questions posed to the authority. Should CIRNAC choose to contact the project authorities and should one (1) or more named client project authority provide a negative reference regarding the accuracy or veracity of the Bidder's Offer, the Offer will be deemed non-compliant and given no further consideration.</i></p>			
M2	<p>2. Proposed Resources</p> <p>2.1 The Bidder MUST propose at least one (1) resource in each of Resource Categories 1 and 4 and at least two (2) resources in each of Resource Categories 2 and 3, as follows:</p> <ol style="list-style-type: none"> 1. Research Analysis (Principal); 2. Research Analysis; 3. Research Services; 4. Document Management. <p>2.2 The proposed resources MUST meet the minimum resource qualifications for the category in which they are proposed, as stated in the SoW, section 8.0.</p> <p>The Bidder MUST use the forms at Table M2 for each proposed resource.</p> <p>The Bidder must clearly indicate the billable days of projects / experience, educational attainments, and other evidence each proposed resource has in order to meet the requirements. The Bidder must include a detailed curriculum vitae (CV) for each proposed resource. Failure to clearly indicate the required evidence will result in the Bidder's Offer being deemed non-compliant.</p> <p>2.3 Resource may qualify in more than one (1) Category above; however, the Bidder MUST include a minimum of six (6) separate resources to provide services.</p> <p>2.4 Bidders MUST provide evidence that each resource is capable of providing services in English or Bilingually (English/French). Acceptable evidence of language capability includes, but is not limited to:</p>			

Offeror's Name:				
Item	Mandatory Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Pass	Fail
M2	<ul style="list-style-type: none"> Language certification (The Bidder must sign and submit with their bid or prior to SOA award, the Language Certification attached hereto as Annex E). <p><i>Table M2 has been provided to assist Bidders in providing clear information. Notwithstanding, it is the Bidder's responsibility to ensure that there is enough information in the Bidder's Offer for the Evaluation Committee to fully assess the qualifications of the Proposed resources.</i></p>			
M3	<p>3. Reference Letters</p> <p>3.1 The Bidder MUST include a Reference Letter (Form M3) for each of the four (4) projects provided in response to M1, for a total of four (4) Reference Letters.</p> <p><i>Bidders MUST use Form M3 for each of the four (4) Reference Letters.</i></p> <p>3.2 The Bidder MUST complete the following sections for each of the four (4) Reference Letters (Form M3):</p> <ol style="list-style-type: none"> The names of the proposed resources involved in the work for the Client Authority for each work category (RA-P, RA, RS, DMS); The number of billable hours completed by each proposed resource; The activities required within the project as they relate to the current requirement; and The deliverables provided to the Client Authority by the Bidding group. <p>3.3 The Bidder MUST send the relevant Table M1 to the client organization to whom the Bidder directly reported for each project (Client Authority) for their review and to support their completion of the Reference Letter (Form M3):</p> <ol style="list-style-type: none"> The Client Authority may provide comments with regard to the work provided to her/his organization. <p>3.4 Each Reference Letter 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 Bidder's Offer, by means of a series of standardized questions posed to the authority. Should CIRNAC choose to contact the project authorities and should one (1) or more named client project authority provide a negative reference regarding the accuracy or veracity of the Bidder's Offer, the Offer will be deemed non-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.

Offeror's Name:				
Item	Point Rated Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R1	<p>Bidder Project Summaries</p> <p>1.1 The Bidder's four (4) project summaries provided under M1 will be evaluated on the basis of their relevance to CIRNAC's requirements for Research Analysis and Research Services (as outlined below) in breadth, nature, size, scope, complexity and approach.</p> <p>The Bidder's projects will be awarded up to twenty (20) points per project, for a total of eighty (80) points. Points will be awarded based on the factors below:</p> <p>1.1.1 Up to ten (10) points for the relevance of the nature of service, subject matter and client organization of the cited project relative to CIRNAC's requirement.</p> <p>Relevance of subject matter will be determined as follows:</p> <p><u>Very relevant subject matter:</u></p> <ul style="list-style-type: none"> • Indigenous litigation which includes but is not limited to: <ul style="list-style-type: none"> • Childhood Claims, (i.e. Indian Day Schools) • Indian Residential Schools <p><u>Partially relevant subject matter:</u></p> <ul style="list-style-type: none"> • Research for Truth and Reconciliation Commission • Archival research to support CIRNAC program and policy review • Litigation, not included under very relevant subject matter, between one or more Indigenous group(s) and a province <p><u>Limited relevance subject matter</u></p>		N/A	<p>Maximum total of 100 points</p> <p>20 points per project to a maximum of 80 points</p>

Offeror's Name:				
Item	Point Rated Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R1	<ul style="list-style-type: none"> Research Analysis services provided to a client that does not fall under very or partially relevant subject matter <p>For the Research Analysis (Principal), Research Analysis and Research Services activities as set out in Table M1, the following factors will be considered in determining relevance:</p> <ul style="list-style-type: none"> Ten (10) Points - Subject matter is very relevant and client organization of project is very relevant (CIRNAC); Eight (8) Points - Subject matter is very relevant and client organization of project is partially relevant (Province, First Nation or other Federal Government department); Six (6) Points - Subject matter is partially relevant and client organization of project is very relevant (CIRNAC); Four (4) Points - Subject matter is partially relevant and client organization is partially relevant (Province, First Nation or other Federal Government department); Two (2) Points - Subject matter has limited relevance and client organization has limited relevance; Zero (0) Points – Not Addressed / Unsatisfactory. 			
R1	<p>1.1.2 Up to ten (10) points for the relevance of the size, scope and complexity of the cited project relative to CIRNAC's requirements.</p> <p>For the Research Analysis (Principal) and Research Analysis level of effort as set out in Table M1, the following scale will be applied:</p> <ul style="list-style-type: none"> Ten (10) Points - 50 Research Analysis billable days by the Resource on the project, comprising at least 4 of the RA ks activities in the SOW, section 6.3; Eight (8) Points - 40 Research Analysis billable days by the Resource on the project, comprising at least 3 of the RA activities in the SOW, section 6.3; Six (6) Points - 30 Research Analysis billable days by the Resource on the project, comprising at least 3 of the RA activities in the SOW, section 6.3; 			

Offeror's Name:				
Item	Point Rated Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
	<ul style="list-style-type: none"> • Four (4) Points - 20 Research Analysis billable days by the Resource on the project, comprising at least 2 of the RA activities in the SOW, section 6.3; • Two (2) Points - 10 Research Analysis billable days by the Resource on the project, comprising at least 1 of the RA activities in the SOW, section 6.3; • Zero (0) Points – Not Addressed / Unsatisfactory. <p>For the Research Services level of effort as set out in Table M1, the following scale will be applied:</p> <ul style="list-style-type: none"> • Ten (10) Points - 50 Research Services billable days by the Resource on the project, comprising at least 4 of the RS activities in the SOW, section 6.4; • Eight (8) Points - 40 Research Services billable days by the Resource on the project, comprising at least 3 of the RS activities in the SOW, section 6.4; • Six (6) Points - 30 Research Services billable days by the Resource on the project, comprising at least 3 of the RS activities in the SOW, section 6.4; • Four (4) Points - 20 Research Services billable days by the Resource on the project, comprising at least 2 of the RS activities in the SOW, section 6.4; • Two (2) Points - 10 Research Services billable days by the Resource on the project, comprising at least 1 of the RS activities in the SOW, section 6.4; • Zero (0) Points - Less than 10 Research Services billable days by the Resource on the project. <p>1.3 An additional five (5) points will be awarded per project that pertains to a childhood or IRSSA claim, for a maximum total of twenty (20) points.</p>			5 points per childhood or IRSSA claim project to a maximum of 20 points
R2	<p>Bidder Resource Experience</p> <p>2.1 The evidence within Table M2 for the Bidder's proposed resources will be evaluated on the breadth of the individual's experience regarding the provision of services in the Resources'</p>		N/A	Maximum total of 56 points

Offeror's Name:				
Item	Point Rated Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R2	<p>proposed category (as defined in the SoW) <i>in the area of Indigenous relations with the Crown</i> beyond the minimum qualifications. A maximum of one resource will be evaluated under the Research Analysis (Principal) category, and a maximum of two resources will be evaluated under each of the Research Analysis and Research Services categories.</p> <p>2.2 Points will be awarded for additional experience of the Resource demonstrated beyond the minimum qualifications as follows:</p> <p>a) Research Analysis (Principal): Up to eleven (11) 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 qualification requirement in M2 (2.2); and • Up to six (6) points, based on one (1) point per additional activity in which the Resource demonstrates at least thirty (30) billable days of work experience. The additional activities must align with the following RA activities: <p>RA-2, RA-3, RA-4, RA-5, RA-6, RA-8, RA-9, RA-10, RA-11, RA-12, RA-13, RA-15 and RA-16 (as indicated in SW6.0 of the Scope of Work).</p> <p>b) Research Analysis: Up to eleven (11) 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 qualification requirement in M2 (2.2); and • Up to six (6) points, based on one (1) point per additional activity in which the Resource demonstrates at least thirty (30) billable days of work experience. The additional activities must align with the following RA activities: <p>RA-2, RA-3, RA-4, RA-5, RA-6, RA-8, RA-9, RA-10, RA-11, RA-12, RA-13, RA-15</p>			<p>Up to maximum of 11 points for Research Analysis (Principal) (1 Resource)</p> <p>Up to maximum of 22 points for Research Analysis (2 resources)</p>

Offeror's Name:				
Item	Point Rated Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R2	<p>and RA-16 (as indicated in SW6.0 of the Scope of Work).</p> <p>c) Research Services: Up to eight (8) points in total based on the following:</p> <ul style="list-style-type: none"> • Up to four (4) points, based on one (1) point per thirty (30) billable days of demonstrated additional experience, above the minimum qualification requirement in M2 (2.2); and • Up to four (4) points, based on one point per additional activity in which the Resource demonstrates at least thirty (30) billable days of work experience. The additional activities must align with the following RS activities: <p>RS-1, RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8, RS-9 RS-12 and RS-13 (as indicated in SW6.0 of the Scope of Work)</p> <p>Note: Document Management resources will not be awarded points under this criterion factor.</p> <p>2.3 Additional points will be awarded for additional educational attainment for Research Analysis resources as follows:</p> <p>a) Research Analysis (Principal) = Two (2) points for demonstration of completion of a Master's degree in a relevant discipline, including but not limited to history, Indigenous studies, or law; OR Three (3) points for demonstration of completion of a Ph.D. in a relevant discipline, including but not limited to history, Indigenous studies, or law; and</p> <p>b) Research Analysis = Two (2) points for demonstration of completion of a Master's degree in a relevant discipline, including but not limited to history, Indigenous studies, or law.</p> <p>Additional Resource Capacity</p> <p>3.1 Up to thirty-six (36) points will be awarded to Bidders who include resources located in the following regions in their submission. The maximum points per location are as follows:</p> <ul style="list-style-type: none"> • Winnipeg (13 points) • Vancouver (13 points) 			<p>Up to maximum of 16 points for Research Services (2 resources)</p> <p>Up to maximum of 3 points for relevant Ph.D.</p> <p>Up to maximum of 4 points for relevant Master's degree (2 resources)</p> <p>Maximum total of 36 Points</p>

Offeror's Name:				
Item	Point Rated Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R3	<ul style="list-style-type: none"> Regina (5 points) Edmonton (5 points) <p>Points will be awarded based on the following scale:</p> <ul style="list-style-type: none"> Three (3) points, up to a maximum of twenty-four (24) points, for each qualifying Research Analyst (RA) Resource; Two (2) points, up to a maximum of twelve (12) points, for each qualifying Research Services (RS) Resource. <p>In order to receive points, resources must meet the minimum qualifications for the category in which they are proposed, as stated in the SoW, section 8.1. Table M2 should be completed for each proposed additional Resource.</p> <p>Points will only be awarded for separate individuals in a single category for this criterion. One (1) Resource who may be qualified in more than one (1) Category will only receive points for one (1) Category.</p> <p><i>Note: Resources considered in Criteria M1 and M2 will not be eligible for points in R3. Additional resources located in Winnipeg, Vancouver, Regina or Edmonton cannot be included in the minimum of six (6) resources required to satisfy the requirement of M2.</i></p>			
R4	<p>Scenario Completion</p> <p>4.1 Scenario : Research Plan</p> <p>The Bidders' Research Plan completed in response to M3 above, will receive up to thirty-five (35) points. The factors below will be considered in the awarding of points. Each factor includes a description of the factors that must be included and fully addressed.</p> <p>a) Identification of key issues (10 points)</p> <p>The Bidder must address all key issues within the case, and descriptions must be provided as to why each issue discussed is a "key" issue. SACC B will use an answer key listing all key issues for each scenario that was developed prior to the posting of the RFSO.</p>		N/A	<p>Maximum total of 60 Points</p> <p>Up to maximum of 10 points for Identification of key issues</p>

Offeror's Name:				
Item	Point Rated Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R4	<p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • Ten (10) points: All key issues identified with a full description for each; • Eight (8) points: 80% to less than 100% of the key issues are identified with a full description; or all issues are identified but descriptions are not complete; • Six (6) points: 60% to 79% of the key issues are identified with a full description; or 80% to less than 100% of issues are identified but descriptions are not complete; • Four (4) points: 40% to 59% of the key issues are identified with a full description; or 60 to 79% of issues are identified but descriptions are not complete; • Two (2) points: 20% to 39% of the key issues are identified with a full description; or 40% to 59% of issues are identified but descriptions are not complete; • Zero (0) points: Less than 20% of the key issues are identified with a full description; or less than 40% of issues are identified but descriptions are not complete. <p>b) Identification and elaboration of research and scope (10 points)</p> <p>The identification and elaboration of research and scope should address each of the following, with detail provided for each:</p> <ol style="list-style-type: none"> An overall structure with an introduction outlining the facts of the case; Linkages between the relevancy criteria (item c below), the types of documents to be collected and the sources to be reviewed (i.e. what types of documents will be found in which sources); Descriptive details of the sources to be reviewed and their location. <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • Ten (10) points: All 5 scope factors are addressed with a full description for each; • Eight (8) points: 4 of 5 scope factors are addressed with a full description for each, or all 5 factors are addressed but descriptions are not complete; 			<p style="text-align: center;">Up to maximum of 10 points for Identification and elaboration of research and scope</p>

Offeror's Name:				
Item	Point Rated Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R4	<ul style="list-style-type: none"> • Six (6) points: 3 of 5 scope factors are addressed with a full description for each, or 4 of 5 factors are addressed but descriptions are not complete; • Four (4) points: 2 of 5 scope factors are addressed with a full description for each, or 3 of 5 factors are addressed but descriptions are not complete; • Two (2) points: 1 of 5 scope factors are addressed with a full description for each, or 2 of 5 factors are addressed but descriptions are not complete; • Zero (0) points: No factors are addressed, or 1 factor is addressed but the description is not complete. <p>c) Criteria for Relevant Documentation (5 points)</p> <p>The Bidder is to provide criteria for relevant documentation, including both the criteria and documents to be considered within the scenario. SACCB will use a model answer listing all possible criteria for relevant documentation and types of documents related to the scenario. The model answer was developed prior to the posting of the RFSO.</p> <p>When awarding points, SACCB will consider the list of relevant documentation and the types of documentation as a single list. For example, where there are five (5) criteria for determining relevance of documentation and three (3) types of documentation, all eight (8) factors must be addressed.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • Five (5) points: 90-100% of criteria for determining document relevancy and types of documents are described; • Four (4) points: 75-89% of criteria for determining document relevancy and types of documents are described; • Three (3) points: 51-74% of criteria for determining document relevancy and types of documents are described; 			<p>Up to maximum of 5 points for criteria for relevant documentation</p>

Offeror's Name:				
Item	Point Rated Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R4	<ul style="list-style-type: none"> • Two (2) points: 35-50% of criteria for determining document relevancy and types of documents are described; • One (1) point: 15-34% of criteria for determining document relevancy and types of documents are described; • Zero (0) points: Less than 15% of criteria for determining document relevancy and types of documents are described; <p>d) Possible sources and location of information (5 points)</p> <p>The Bidder is to set out the possible sources and location of information in relation to the scenario in question. SACCB will use an answer key listing all possible sources of information for each scenario that was developed prior to the posting of the solicitation.</p> <p>When awarding points, SACCB will consider the source and its location as two separate factors in a single list. For example, where there are five (5) sources of information in different locations, ten (10) factors must be addressed (1 = the source; 1 = its location).</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • Five (5) points: 90-100% of the sources and their locations are identified; • Four (4) points: 75-89% of the sources and their locations are identified; • Three (3) points: 51-74% of the sources and their locations are identified; • Two (2) points: 35-50% of the sources and their locations are identified; • One (1) point: 15-34 % of the sources and their locations are identified; • Zero (0) points: Less than 15% of the sources and their locations are identified. <p>e) Document Review and Collection Methodology (3 points)</p> <p>The Bidder is to set out their document review and collection methodology, including identifying the methodology for reviewing sources, copying relevant documents, identifying and removing</p>			<p>Up to maximum of 5 points for possible sources and location of information</p> <p>Up to maximum of 3 points for</p>

Offeror's Name:				
Item	Point Rated Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R4	<p>duplicates and entering images or native format versions into an appropriate dataset.</p> <ul style="list-style-type: none"> • Three (3) points: Methodology is excellent and addresses all aspects of source review described above; • Two (2) points: Methodology is good but does not address all aspects of source review described above; • One (1) point: Methodology is weak and addresses less than half of the aspects of source review described above. <p>f) Work progress tracking methodology (2 points)</p> <p>The Bidder is to set out their tracking methodology and demonstrate that it is easily traceable and comprehensible to a third party for review.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • Two (2) points: The tracking methodology is excellent and describes a complete methodology that is easily traceable and comprehensible to a third party for review; • One (1) point: Some description of tracking is included but does not represent a specific methodology, or the ability to trace work progress or be comprehensible to a third party for review is not adequate <p>4.2 Scenario : Database Tasks</p> <p>a) The Bidders' Dataset, completed in response to M3 above, will be reviewed for errors. Fifteen (15) points will be awarded for datasets that have an error rate of less than 1% (excluding the Summary statement), with fewer points being awarded for a greater error rate. Responses with an error rate of 5% or greater will receive zero (0) points.</p> <p>b) The Bidder's written Summaries within the dataset will receive up to ten (10) points, in total, as follows:</p> <ul style="list-style-type: none"> • Ten (10) points: The summaries' language and writing is concise and accurate, clearly reflecting the dataset without any requirement for additional research to determine the linkage between the summary and dataset. 		<p>document review and collection methodology</p> <p>Up to maximum of 2 points for work progress tracking methodology</p> <p>Up to maximum of 15 points for datasets</p> <p>Up to maximum of 10 points for</p>	

Offeror's Name:				
Item	Point Rated Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
	<ul style="list-style-type: none"> • Eight (8) points: The summaries' language and writing is adequately concise and accurate, reflecting the dataset with a minimal requirement for additional research to determine the linkage between the summary and dataset. • Six (6) points: The summaries' language and writing is somewhat concise and accurate, and sometimes reflects the dataset but requires some additional research to determine the linkage between the summary and dataset. • Four (4) points: The summaries' language and writing is not concise, contains some inaccuracies, and does not reflect the dataset. • Two (2) points: The summaries are not concise, are incoherent and/or contain many inaccuracies, or are particularly incomplete; • Zero (0) points: No response was received, or the response is over 2 sentences, or does not address the content it is meant to summarize. 			written summaries
R5	<p>Understanding and Approach and Methodology</p> <p>5.1 Bidders' offers should include a separate written section describing the Bidder's understanding and approach and methodology for any resultant work under any resultant Standing Offer Agreement.</p> <p>The points will be based on the extent to which the Bidder demonstrates an understanding of CIRNAC's requirements for the provision of services and the extent to which the Bidder's approach and methodology for the provision of services to CIRNAC is rigorous, responsive and consistent with CIRNAC's requirements, as described in the RFSO. Points will be allocated based on the following factors:</p>		N/A	Maximum total of 15 Points

Offeror's Name:				
Item	Point Rated Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
R5	<p>a) Up to Ten (10) points - An approach and methodology that is consistent with the principles and practices of sound Litigation Research Analysis and Litigation Research Services, including investigation and analysis techniques, research planning, the preparation of clear, concise and objective historical reports, document/file summaries, report forms, annotations and database entries; accurate source attribution; effective document management; and sound resource budgeting/scheduling, together with evidence that these practices have been successfully employed in past projects;</p> <p>b) Up to five (5) points - An approach and methodology that demonstrates a clear, demonstrated understanding of modern electronic document management and utilization practices and modern document management tools;</p> <p>c) The following rating scale will be used to evaluate a) and b) above:</p> <ul style="list-style-type: none"> • Ten (10) / Five (5) Points - The response is complete in that it fully addresses all of the factors and provides relevant supporting detail with significant depth and understanding. The language and writing was clear and comprehensible. • Eight (8) / Four (4) Points - The response is complete in that it addresses all of the factors and provides some relevant supporting detail with some depth and understanding. The language and writing was acceptable, but may have lacked in some degree of clarity or comprehensibility. • Six (6) / Three (3) Points – The response is complete in that it addresses most factors in some detail while providing some supporting detail and some degree of depth and some understanding. The language and writing was average, and lacked a degree of clarity or comprehensibility. • Four (4) / Two (2) Points – The response is not complete in that it fails to fully address some of the factors, and lacks depth and understanding; it is not clear or is incomplete. • Two (2) / One (1) Points - The response is not complete in that it fails to address all the 			

Offeror's Name:				
Item	Point Rated Technical Criteria	Offer Ref. Pg. #	Reserved for CIRNAC	
			Minimum Score	Maximum Score
	considerations of the factors and only nominally addresses some considerations. <ul style="list-style-type: none"> • Zero (0) Points - Not Addressed / Unsatisfactory. 			
R6	Offer Quality 6.1 Up to twenty (20) points will be awarded for presenting Offers in a clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFSO as evidenced by the following: <ul style="list-style-type: none"> • Five (5) points for writing the narrative portions of the Offer in a clear, concise, and logical fashion; • Three (3) points for ordering/structuring the Offer to match the order and sequence of the Mandatory and Point-Rated evaluation criteria within the RFSO; • Ten (10) points for completing the provided Bidder Offer Submission Templates and; • Two (2) points for including tabs between sections of the Offer and consecutive page numbering. 		N/A	Maximum Total of 20 Points
	Total Score (Minimum pass mark = 172/287)			

4.3 Financial Evaluation

- 4.3.1** The Financial Evaluation will be carried out by the Contracting Authority independent of the CIRNAC Evaluation Committee responsible for rating the Technical Proposal. Financial Proposals will be evaluated based on the methodology detailed below.
- 4.3.2** All of the information required in this section **MUST** appear in the Offeror's Financial Proposal ONLY. The Offeror's Financial Proposal **MUST** be submitted separate from the Offeror's Technical Proposal. The Offeror's failure to comply with this condition will result in the Offeror's Proposal being declared non-compliant and being given no further consideration.
- 4.3.3** Failure on the part of the Offeror to provide the information required within the Financial Proposal Table below will result in CIRNAC deeming the Offeror's Proposal to be non-compliant, with the Proposal being given no further consideration by CIRNAC.
- 4.3.4** For evaluation purposes, the rates as indicated in section **4.3.6** will be used to derive the Offeror's price score.

The Offerors fixed, all-inclusive *per diem* rates **MUST** be inclusive of all payroll, overhead costs and profits required to complete the work. Note: Fixed rates are not to be quoted as ranges.

Rates should not include such things as travel and administrative expenses or GST/HST.

4.3.5 Litigation Research Analysis (Principal), Research Analysis, Research Services and Document Management – Fixed, All-Inclusive Per Diem Rates

Offerors **MUST** indicate the applicable fixed, all-inclusive per diem rate (CAD) for an **7.5** hour day, per Resource/Service Category during the initial period of the SOA.

Only one fixed all-inclusive rate may be provided for each category, failure to comply with this condition will result in the Offeror’s Offer being declared non-compliant and being given no further consideration.

4.3.6 Financial Offer Table

Service Category	Fixed, All-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, 2026 A	April 1, 2024 to March 31, 2027 B	April 1, 2025 to March 31, 2028 C	
Research Analysis (Principal)	\$	\$	\$	
Research Analysis	\$	\$	\$	
Research Services	\$	\$	\$	
Document Management	\$	\$	\$	
Offeror’s Evaluation Assessment Value (sum total of averaged per diem rates)				

4.4. Basis of Selection

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

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

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

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

4.4.5 The Offeror’s Weighted Technical Score will be calculated as follows:

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

4.4.6 Offerors will be ranked in order from highest to lowest Total Score. Up to two (2) Standing Offer Awards will be offered in the National Capital Region (NCR):

National Capital Region:

Offeror 1: \$3,274,603.17

Offeror 2: \$1,639,906.50

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.

BIDDER PROPOSAL SUBMISSION TEMPLATES

TABLE FORM M1 – PROJECT SUMMARIES

The **Four (4) Project Summaries*** submitted by the Bidder should contain at least the information required in Mandatory Technical Criteria M2. Bidders may provide additional detail as necessary.

Additional table rows can be added as required.

* A separate Table Form M1 must be included for each of the project summaries.

Bidder Name:		Project Name:	
Client Organization			
Project Scope and Objective:			
Dates/Duration (in years/months):		Number of Resources	

Project Dollar Value to Offeror:		Involved:	
Resource(s) Utilized:	Service Area (RA-P, RA, RS or DM)	Role/Responsibility:	Level of Effort (Billable Days):
Summary of Extent and Role of the Bidder's involvement in the Assignment, including project outcome and results:			
Name, Title, Email address, Phone Number of the Client Project Authority (to whom the Bidder reported):			

BIDDER PROPOSAL SUBMISSION TEMPLATES

TABLE FORM M2 – PROPOSED RESOURCES

Lines or space may be added to these tables as required (e.g. for additional education and work experience). This information must be included for each proposed resource.

Research Analysis (Principal) – at least one (1) qualified resource			
Resource Name:			
Language Capabilities – English or bilingually (English and French)			
	Written (level A, B or C)	Oral (level A, B or C)	Reading Comprehension (level A, B or C)
English			

French				
An undergraduate degree in a relevant discipline including but not limited to history, Indigenous studies, or law				
Topic Area	Description of Associated Education	Dates/Duration (years/months)	Reference to CV (Page/section #)	
Full-time professional work experience conducting Research Analysis related activities (other than database research) in the area of Indigenous relations with the Crown. The work experience <u>must include all</u> of RA-3, RA-4, RA-5, RA-6, RA-8, RA-9 and RA-13 as defined in the SoW.				
Client Organization	Detailed description of Services Provided	Research Analysis Activities	Dates of experience (month, year)	Total Billable Days per Activity
		RA-3		
		RA-4		
		RA-5		
		RA-6		
		RA-8		
		RA-9		
		RA-13		
		Other RA		
		Other RA		
		Other RA		
		Other RA		
Overall Total Demonstrated Billable Days				
Met Minimum Billable Days?				
Research Analysis – at least two (2) qualified resources				
Resource Name:				
Language Capabilities – English or bilingually (English and French)				
	Written (level A, B or C)	Oral (level A, B or C)	Reading Comprehension (level A, B or C)	
English				
French				
An undergraduate degree in a relevant discipline including but not limited to history, Indigenous studies, or law				
Topic Area	Description of Associated Education	Dates/Duration (years/months)	Reference to CV (Page/section #)	

Full-time professional work experience conducting Research Analysis related activities (other than database research) in the area of Indigenous relations with the Crown. The work experience <u>must include at least six (6)</u> of RA-2, RA-3, RA-4, RA-5, RA-6, RA-8, RA-9 and RA-13 as defined in the SoW.				
Client Organization	Detailed description of Services Provided	Research Analysis Activities	Dates of experience (month, year)	Total Billable Days per Activity
		RA-2		
		RA-3		
		RA-4		
		RA-5		
		RA-6		
		RA-8		
		RA-9		
		RA-13		
		Other RA		
		Other RA		
		Other RA		
		Other RA		
		Other RA		
Overall Total Demonstrated Billable Days				
Met Minimum Billable Days?				

Research Services – at least two (2) qualified resources			
Resource Name:			
Language Capabilities – English or bilingually (English and French)			
	Written (level A, B or C)	Oral (level A, B or C)	Reading Comprehension (level A, B or C)
English			
French			
Two (2) years or four (4) complete semesters of full-time, post-secondary education in a relevant discipline including but not limited to history, Indigenous studies, or law			
Topic Area	Description of Associated Education	Dates/Duration (years/months)	Reference to CV (Page/section #)

<p>Full-time professional work experience conducting Research Services related activities (other than database research) in the area of Indigenous relations with the Crown. The work experience <u>must include at least six (6)</u> of RS-1, RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8 and RS-10 as defined in the SoW.</p>				
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-10		
		Other RS		
		Other RS		
Overall Total Demonstrated Billable Days				
Met Minimum Billable Days?				
Document Management - at least one (1) qualified resource				
Resource Name:				
Completion of High School or Equivalent (Date of completion; if equivalency, please describe):				
Ninety (90) billable days of experience conducting Document Management similar to those defined in the SoW.				

BIDDER PROPOSAL SUBMISSION TEMPLATES – TABLE FORM M3 – REFERENCE LETTER

For each of the four (4) projects provided in compliance with **Mandatory Requirement M1**, the following letter should be filled in as appropriate by the Bidder 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 <Bidder to insert Firm Name> Project Name <Bidder to Insert Project Name>			
I certify that the above-named Firm completed the work for the above-named project for my organization. The work involved Research Analysis (Principal), Research Analysis, Research Services, and Document Management, as described in the SoW that the above-noted Firm has provided to me for my reference. I certify the following individuals were engaged in the above-named project to the extent noted by <Bidder to insert Firm Name>.			
Category	Resource Name	Activities Completed	Project Days Billed
Research Analysis (Principal)	<Bidder to insert>	<Bidder to insert>	<Bidder to insert>
Research Analysis	<Bidder to insert>	<Bidder to insert>	<Bidder to insert>
Research Services	<Bidder to insert>	<Bidder to insert>	<Bidder to insert>
Document Management	<Bidder to insert>	<Bidder to insert>	<Bidder to insert>
<Bidder to insert Firm Name> completed the following deliverables for our organization, which were completed in [Bidder to insert either English or French] Completed Deliverables:			
[To be completed by Reference] I would like to provide the following comments pertaining to the work provided to my organization by the above-named Firm for the above-named Project:			
[Reference to insert:] Name: Title:			

<i>Organization:</i> <i>Email Address:</i> <i>Telephone Number:</i>	
Signature:	Date:

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.2 Additional Certification Required with the Offer

- a. Security Agreement attached as Annex C.
- b. Certificate of Independent Bid Determination attached hereto as Annex D.
- c. Language Certification attached as Annex E.
- d. Federal Contractors Program for Employment Equity – Certification attached as Annex F.
- e. Certification Set-aside for Aboriginal Business attached as Form 5.

5.1.2.1 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.
2. The Offeror:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
 - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Offeror must check the applicable box below:
 - i. The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Offeror must check the applicable box below:
 - i. The Aboriginal business has fewer than six full-time employees.
OR
 - ii. The Aboriginal business has six or more full-time employees.
5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

Owner/Employee Certification - Set-Aside for Aboriginal Business

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-Aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

5.2 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) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Education and Experience

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

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

SECURITY CLAUSES for RFSO 1000248045:

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Secret** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Secret** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to **PROTECTED/ CLASSIFIED** information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Secret**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED/ CLASSIFIED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Secret**.
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this 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 **Secret including an I.T. Link up to the level of protected B**.
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
8. Any substitute or alternate resource proposed for this contract:
 - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
 - b) must hold a valid GoC Security Screening at the level of **Secret**, before gaining access to designated information or assets.
9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
10. This contract only has force or effect for as long as the Security Screening at the level **Secret** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.
11. The Contractor must comply with the provisions of the:
 - c) Security Requirements Agreement, attached with Annex C; and
 - d) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

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 for RFSO 1000248045:

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Secret** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Secret** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to **PROTECTED/ CLASSIFIED** information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Secret**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED/ CLASSIFIED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Secret**.
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this 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 **Secret including an I.T. Link up to the level of protected B**.
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
8. Any substitute or alternate resource proposed for this contract:
 - a. must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
 - b. must hold a valid GoC Security Screening at the level of **Secret**, before gaining access to designated information or assets.
9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.

10. This contract only has force or effect for as long as the Security Screening at the level **Secret** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.
11. The Contractor must comply with the provisions of the:
 - a) Security Requirements Agreement, attached with Annex C; and
 - b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

7.2.2 Offeror's Sites or Premises Requiring Safeguarding (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) (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](#) (2022-12-01) 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, 2026 inclusive.

7.4.2 Extension of Standing Offer

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

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Alex Cormier Howie
Title: Senior Procurement Officer
Department: Crown-Indigenous Relations and Northern Affairs Canada
Directorate: Materiel and Assets Management

Telephone: 873-354-0959
E-mail address: alexander.cormierhowie@sac-isc.gc.ca

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

7.5.2 Project Authority

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

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

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

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

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

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

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

7.8 Number of Standing Offers

CIRNAC intends to award up to a total of two (2) Standing Offer Agreements (SOAs) to qualified firms with at least six (6) resources located in the National Capital Region (NCR) that are capable of providing CIRNAC with the required Research Analysis, Research Services and Document Management.

7.9 Call-up Allocation

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

Highest Ranked Contractor (60%):	\$3,274,603.17
Second Highest Ranked Contractor (40%):	\$1,639,906.50

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

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

7.10 Call-up Procedures

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

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

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

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](#) (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) the supplemental general conditions [4007](#) (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information;
- e) the general conditions [2010B](#) (2022-12-01), General Conditions: Professional Services (Medium Complexity);
- f) Appendix A, Scenarios;
- g) Appendix B, Tombstone Coding Protocol Guide;
- h) Appendix C, Document Scanning Specifications
- i) Annex A, Statement of Work;
- j) Annex B, Basis of Payment;
- k) Annex C, Security Requirements Check List;
- l) Annex D, Independent Bid Determination Certification;
- m) Annex E, Language Certification; and

n) the Offeror's offer dated (**TO BE IDENTIFIED AT SOA AWARD**).

7.15 Certifications and Additional Information

7.15.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.16 SACC Manual Clauses

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

7.17 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the (**TO BE IDENTIFIED AT SOA AWARD**).

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

7.2.1 General Conditions

[2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4007](#) (2022-12-01), Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [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

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

7.5.1 Basis of Payment

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

7.5.2 Limitation of Expenditure - Professional Fees

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

7.5.3 Limitation of Expenditure - Travel and Living Expenses

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

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

All payments are subject to government audit.

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

7.5.4 Travel Time

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

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

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

7.5.5 Limitation of Expenditure - Other Direct Expenses

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

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

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

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

7.7 Insurance Requirements

SACC Manual Clause [G1005C](#) (2016-01-28), Insurance - No Specific Requirement

7.8 SACC Manual Clause

[A3000C](#) (2022-05-12), Aboriginal Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

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

7.10 Joint Venture

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

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

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

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

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

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

ANNEX "A"

STATEMENT OF WORK

SW1 TITLE

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

SW2 BACKGROUND

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

SW3 OBJECTIVE

- 3.1 CIRNAC seeks to award up to a total of two (2) Standing Offer Agreements (SOAs) to qualified firms located in the National Capital Region (NCR) that are capable of providing CIRNAC with the required Research Analysis, Research Services and Document Management.
- 3.2 Firms shall be legally structured as a corporation, partnership or joint venture.
- 3.3 CIRNAC seeks NCR-based Firms capable of:
 - 3.3.1 Providing research analysis and writing required to ensure that a complete evidentiary record is compiled for use in litigation or Settlement Agreement activities;
 - 3.3.2 Planning, managing and directing research projects and teams; and
 - 3.3.3 Conducting primary and secondary research to identify, collect, summarize and extract information from documents related to CIRNAC litigation and Settlement Agreements and to create document collections, document databases, reports, file summaries, map/survey collections, bibliographies, and to provide other related research services.
- 3.4 The above services are required in the following three (3) Service Areas:
 - 3.4.1 Research Analysis;
 - 3.4.2 Research Services; and
 - 3.4.3 Document Management.
- 3.5 Firms shall be capable of providing services in all three (3) Service Areas.

SW4 DEFINITIONS AND APPLICABLE DOCUMENTS

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

Term/Acronym	Definition
Call-up	Under a valid Standing Offer Agreement (SOA), a Call-up is a document prepared by the CIRNAC Departmental Representative and issued by the CIRNAC Contracting Authority to the Contractor, through which CIRNAC will acquire the required services. The Call-up will contain requirements for the provision of the required services consistent with the SoW, and may consist of any combination of the required services and deliverables defined in SW6.0 - Scope of Work and SW7.0 - Deliverables. Upon acceptance of the Call-up by the Contractor, the Call-up forms a binding agreement.
CIRNAC	Department of 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
Departmental Representative	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.
DMS	Document Management.
DoJ	Department of Justice.
Firm	An entity holding at least the minimum number of resources required by this Standing Offer Agreement.
GoC	Government of Canada.
IRSSA	Indian Residential Schools Settlement Agreement.
National Capital Region (NCR)	For the purposes of this SOA, the National Capital Region shall be the area encompassed by the Ottawa–Gatineau census metropolitan area (CMA) [see http://www12.statcan.gc.ca/census-recensement/2016/as-sa/fogs-spg/Facts-cma-eng.cfm?LANG=Eng&GK=CMA&GC=505&TOPIC=2].
RA	Research Analysis.
RS	Research Services.

<u>Term/Acronym</u>	<u>Definition</u>
SACCB	Settlement Agreement and Childhood Claims Branch.
SoW	Statement of Work.
Standing Offer Agreement (SOA)	An agreement between CIRNAC and a qualified Contractor to provide Research Analysis, Research Services and Document Management on an as and when required basis. Individual work requirements may be initiated throughout the duration of the SOA. An SOA does not constitute a Contract.

SW5 BUSINESS AND TECHNICAL ENVIRONMENT

5.1 *Business Environment*

- 5.1.1 The headquarters of CIRNAC’s SACCB is in Gatineau, Quebec. SACCB operates within a standard office environment.
- 5.1.2 CIRNAC’s regular operating hours are Monday to Friday, 8 a.m. to 5 p.m., local time, excluding statutory and government holidays.

5.2 *Technical Environment*

- 5.2.1 CIRNAC’s current desktop software is Microsoft Office 2016.
- 5.2.2 SACCB’s current database software is Ringtail 9.4 and above.

SW6 SCOPE OF WORK

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

6.2 All work is to be done in conformity with the instructions issued by the Departmental Representative, as described within an issued Call-up.

6.3 **Research Analysis (RA)**

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

- RA-1. Review and analyze the settlement agreements, statements of claim, statements of defence, previously written historical reports and other court documents to identify all factual and policy issues relevant to the litigation;
- RA-2. Prepare a research plan for review and acceptance by the Departmental Representative. The plan shall identify the key information repositories and sources (electronic, archival, and others), their expected relevance to the litigation, the expected time required to review the sources, and, where applicable, suggest additional or alternative sources or repositories that should be considered, along with the time required to review these additional sources;
- RA-3. Prepare terms of reference for litigation research related projects, including work to be done by other members of the research team;
- RA-4. Identify relevant primary and secondary sources, files/reels/electronic data and specific materials to be reviewed for the purposes of the litigation;

- RA-5. Conduct analysis on all relevant primary and secondary sources in the context of the litigation and the impact on the position of the Crown. This analysis shall be done in consultation with Departmental Legal counsel and the Departmental Representative;
- RA-6. Prepare analytical research reports and analysis of the facts, based on analyses of the collected documents, and any other criteria/methodologies required by the Departmental Representative;
- RA-7. Conduct genealogical analysis and related research with respect to the issues in the litigation;
- RA-8. Prepare briefing materials on issues related to the litigation for the Departmental Representative;
- RA-9. Lead research teams in the planning, management and quality assurance of research, and coordinate activities of research teams;
- RA-10. Assist Departmental Legal Counsel in the preparation of examination for discovery proceedings as well as the preparation of questions or answers to questions resulting from interrogatories or undertakings;
- RA-11. Participate in meetings with the Departmental Representative and legal counsel to provide briefings and discuss research strategies;
- RA-12. Prepare analytical status reports summarizing the effectiveness of the research approach adopted, problems encountered, unanticipated discoveries and/or the progress of the work of individuals or the team being managed;
- RA-13. Develop background material and be prepared to answer questions and suggest further sources and avenues for all research activities relevant to the litigation;
- RA-14. Assist in the management, maintenance and quality control of an electronic database related to a particular case under study, provide guidelines for the creation and administration of the database from a research perspective, and coordinate research activities related to the database system;
- RA-15. Perform other Research Analysis functions, as requested by the Departmental Representative; and
- RA-16. Provide affidavit(s) and potentially testify in relation to conducted research.

6.4 **Research Services (RS)**

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

- RS-1. Review/read previously identified departmental files, archival files and/or other primary and secondary source materials to identify relevant documents and information;
- RS-2. Review/read various CIRNAC and/or other federal government electronic files or computerized information systems to identify relevant documents and information. Applicable systems include, but are not limited to, Community Profiles, Indian Registration System, Indian Lands Registry System, Departmental Library online systems and Land Sales System;
- RS-3. Identify/flag and retrieve specific documents pertaining to particular issues or topics identified as being of relevance to specific litigation;
- RS-4. Prepare a summary (records researched) of each file reviewed and, if required, enter the file summary and other data about the file into a database;
- RS-5. Prepare summaries of each document identified as relevant and enter document summaries, research results, researchers' remarks, and other data elements, including general coding, identified by the Departmental Representative into a database;
- RS-6. Transcribe and produce legible copies of illegible documents;

- RS-7. Assemble, collate and/or gather information into a written report/research product including, but not limited to, annotated lists, chronology of events, or summaries of facts and/or documents;
- RS-8. Make recommendations on documents to be included / excluded in an affidavit of documents or affidavit of records;
- RS-9. Redact and sever documents (removing information pertaining to other persons from documents so as to enable the distribution of the document), in accordance with ATIP legislation and policy decisions.
- RS-10. Review documents and assign established issue codes according to given scope notes, parameters, terms of reference and/or instructions by the Departmental Representative;
- RS-11. Suggest or recommend individuals with key knowledge of the litigation issues who may be of assistance to the Departmental Representative or legal counsel;
- RS-12. Attend meetings and prepare regular status reports on the progress of the work and milestones achieved in the work done to date; and
- RS-13. Perform other Research Services functions, as requested by the Departmental Representative.

6.5 **Document Management**

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

- DM-1. Photocopy, print, label, number, bind, and otherwise process documents to be organized into collections, either for court production or for general document collections;
- DM-2. Organize, sort and otherwise compile document sets, in one or both of traditional paper-based or electronic format;
- DM-3. Complete data entry of fields identified by Departmental Representative only if they appear in the document (no assumptions are to be made);
- DM-4. Flag documents requiring further interpretation in the Document Problems (or similar field as directed) and set aside for review by the Departmental Representative;
- DM-5. Perform quality control services for databases, including review and editing of the data entered, to ensure accuracy and adherence to the protocols and standards;
- DM-6. Load and attach scanned documents to relevant/related databases;
- DM-7. Perform quality control of scanned images; and
- DM-8. Perform other Document Management functions, as requested by the Departmental Representative.
- DM-9. **OPTIONAL Document Management**
As included in the Contractor's Offer:
 - a. Assist in processing of electronic information to create electronic document sets based on predetermined parameters.

SW7 DELIVERABLES

- 7.1 All written material shall be provided in hard and/or electronic copy as requested by the Departmental Representative and prepared in accordance with the instructions provided by the Departmental Representative. Unless otherwise specified, the electronic copy shall be provided in the current version of CIRNAC's approved desktop software (currently PC-based Microsoft Office Suite 2016). All databases shall also be provided in electronic copy in a format compatible with the current version of CIRNAC's approved litigation case management software (Ringtail 9.4).

- 7.2 In accordance with the activities defined in SW6.0 - Scope of Work and the specific requirements of any Call-up under the Standing Offer, the Contractor shall submit the following to the Departmental Representative:
 - 7.2.1 A research plan, prepared in accordance with RA-2 and incorporating any information uncovered through RA-1;
 - 7.2.2 A research report and an indexed compilation of documents relied upon to accompany such report, prepared in accordance with RA-6 and RS-7;
 - 7.2.3 Background documentation, updates and briefing materials, in accordance with RA-8 and RA-13;
 - 7.2.4 Analytical status reports, in accordance with RA-12;
 - 7.2.5 A compilation of all relevant documentation, which has been reviewed, annotated, and summarized, in accordance with RS-4 and RS-5;
 - 7.2.6 File summaries (records researched), in accordance with RS-4;
 - 7.2.7 Transcribed copies of illegible documents, in accordance with RS-6;
 - 7.2.8 Status reports, in accordance with RS-12;
 - 7.2.9 Document set(s) which have been copied, organized, labelled and otherwise processed, in accordance with DMS-1 and DMS-2;
 - 7.2.10 Updated databases and/or completed input documents for the database, in accordance with RA-14 and DMS-3;
 - 7.2.11 Document set(s) which have been scanned in accordance with DMS-7;
 - 7.2.12 Electronic document sets as a result of any related DMS activities;
 - 7.2.13 Any other documents, reports, or analyses developed, or other deliverables related to the Scope of Work herein, as described in any resultant Call-up(s);
 - 7.2.14 Any documents required for preparatory trial work, including affidavits and potential testimony, in accordance with RA-16;
- 7.3 All Deliverables shall be in hard-copy, electronic, or both, as required and as identified by the Departmental Representative. Any and all electronic deliverables must comply with the departmental software standards as identified in 5.2, above.

SW8 RESOURCE REQUIREMENTS

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

Resource Category	Minimum Resource Qualifications
<p>Research Analysis (Principal)</p>	<ul style="list-style-type: none"> ➤ An undergraduate degree in a relevant discipline including but not limited to history, Indigenous studies, or law; and ➤ Six hundred and sixty (660) billable days of full-time professional work experience* (within the last ten years) conducting Research Analysis related activities (other than database research)**, as defined in the SoW, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous litigation or settlement activities related to childhood claims or Indian residential schools or other types of Indigenous grievances or litigation (e.g. specific claims, comprehensive claims, treaty negotiations). <p>OR</p> <ul style="list-style-type: none"> ➤ One thousand one hundred (1100) billable days of full-time professional work experience* (within the last ten years) conducting Research Analysis related activities (other than database research)**, as defined in the SoW, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous litigation or settlement activities related to childhood claims or Indian residential schools or other types of Indigenous grievances or litigation (e.g. specific claims, comprehensive claims, treaty negotiations). <p>*The professional work experience must include some experience in all of RA-3, RA-4, RA-5, RA-6, RA-8, RA-9, RA-13 and RA-16, as defined in the SoW. Experience gained during formal education shall not be considered professional work experience.</p> <p>**Database research includes research conducted solely on internal databases of documents where original research was completed by others.</p>
<p>Research Analysis</p>	<ul style="list-style-type: none"> ➤ An undergraduate degree in a relevant discipline including but not limited to history, Indigenous studies, or law; and ➤ Two hundred and twenty (220) billable days of full-time professional work experience* (within the last ten years) conducting Research Analysis related activities (other than database research)**, as defined in the SoW, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous litigation or settlement activities related to childhood claims or Indian residential schools or other types of Indigenous grievances or litigation (e.g. specific claims, comprehensive claims, treaty negotiations). <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 ten years) conducting Research Analysis related activities (other than database research)**, as defined in the SoW, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous litigation or settlement activities related to childhood claims or Indian residential schools or other types of Indigenous grievances or litigation (e.g. specific claims, comprehensive claims, treaty negotiations). <p>*The professional work experience must include some experience in at least three of RA-2, RA-4, RA-5, RA-6, RA-8, RA-9, and RA-13, as defined in the SoW.</p>

Resource Category	Minimum Resource Qualifications
	<p>Experience gained during formal education shall not be considered professional work experience.</p> <p>**Database research includes research conducted solely on internal databases of documents where original research was completed by others.</p>
Research Services	<ul style="list-style-type: none"> ➤ Two (2) years or four (4) complete semesters of full-time, post-secondary education in a relevant discipline such as but not limited to history, Indigenous studies, or law; and ➤ One hundred and forty (140) billable days of full-time professional work experience* (within the last ten years) conducting Research Services related activities (other than database research)**, as defined in the SoW, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous litigation or settlement activities related to childhood claims or Indian residential schools or other types of Indigenous grievances or litigation (e.g. specific claims, comprehensive claims, treaty negotiations). ➤ OR ➤ Four hundred and forty (440) billable days of full-time professional work experience* (within the last ten years) conducting Research Services related activities (other than database research)**, as defined in the SoW, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous litigation or settlement activities related to childhood claims or Indian residential schools or other types of Indigenous grievances or litigation (e.g. specific claims, comprehensive claims, treaty negotiations). ➤ *The professional work experience must include some experience in at least one of RS-1, RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8, RS-9 and RS-10. Experience gained during formal education shall not be considered professional work experience <p>**Database research includes research conducted solely on internal databases of documents where original research was completed by others.</p>
Document Management	<ul style="list-style-type: none"> ➤ Successful completion of high school, or equivalent. ➤ Four (4) months experience conducting Document Management similar to those described herein.
Language Requirements	<p>For all Resource Categories above, the resources qualified in the NCR must be capable of providing Services in English or bilingually (English and French); see Annex E.</p>

8.2 **Resource Addition**

8.2.1 Resources additional to those named in the Contractor's Offer will be evaluated and qualified by CIRNAC after Award, at CIRNAC's discretion, on the basis of the minimum qualifications and resource requirements outlined in the SoW and the Evaluation Procedures and Basis of Selection sections.

SW9 PERFORMANCE STANDARDS AND QUALITY ASSURANCE

- 9.1 The Contractor shall possess or ensure the provision of content knowledge appropriate for Research Analysis, Research Services, and Document Management as described herein and in any resultant Call-up(s), and shall continuously strive to improve their methodological and practice skills.
- 9.2 In providing Research Analysis, Research Services, and Document Management as described herein, the Contractor shall, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:
 - 9.2.1 Efficient time management is of utmost importance to CIRNAC's Research Analysis, Research Services, and Document Management. At the issuance of each Call-up, the Departmental Representative will establish with the Contractor a schedule of milestones and reporting for the work to be completed on the basis of its congruence with the conditions of this SOA and the Call-up. The Contractor shall deliver the services by the deadlines established by the Departmental Representative, as specified within the Call-up. Every effort shall be made by the Departmental Representative 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 Departmental Representative or a designated representative. The Departmental Representative 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 Departmental Representative.
- 9.5 The management by the Contractor of service delivery to CIRNAC in relation to any resultant Call-up(s) shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, codes and policies as well as professional standards.
- 9.6 The Contractor shall ensure that all resources deployed in the provision of services under any resultant Call-up(s), are properly trained and qualified to fulfill their responsibilities.
- 9.7 It is the responsibility of the Contractor to ensure its conduct and performance is in accordance with the terms and conditions of the SOA and any resultant Call-up(s), and in accordance with the *Code of Conduct for Procurement*.

SW10 REPORTING REQUIREMENTS

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

SW11 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 Departmental Representative.
- 11.3 The Contractor shall not contact plaintiffs/claimants, their legal counsel or researchers unless such contact is first approved by the Departmental Representative.

SW12 CONTRACTOR RESPONSIBILITIES

- 12.1 In fulfilling the terms and conditions of the Contract, the Contractor agrees to:
 - 12.1.1 Be available to provide services under any resultant Call-up(s) within the business hours defined in 5.1.2, above.
 - 12.1.2 Provide a mutually agreed-upon principal Point of Contact for the Contractor, who will be actively involved in, and responsible for, all services undertaken;
 - 12.1.3 Provide a work plan and schedule prior to the commencement of work on any resultant Call-up(s), as required;
 - 12.1.4 Complete assigned work according to pre-defined schedules and standards;
 - 12.1.5 Provide Quality Assurance monitoring on all deliverables;
 - 12.1.6 Supply all of its own tools, facilities, equipment, and software required for completion of the work, unless otherwise directed by the Departmental Representative; and
 - 12.1.7 As required, liaise with the Departmental Representative and any stakeholders identified by the Departmental Representative for meetings, project reviews and other related project management services.

SW13 DEPARTMENTAL SUPPORT

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

SW14 LOCATION OF WORK AND TRAVEL

- 14.1 The location of work will be the NCR, unless otherwise specified in any resultant Call-up.
- 14.2 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.

- 14.3 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. Any contractor located in Vancouver, Winnipeg, Regina or Edmonton is responsible for all costs related to their own personal expenses, including the cost of travel between their place of business and the applicable CIRNAC Office and/or archival repository.
- 14.4 There may be the occasional requirement for a Contractor to travel to locations outside of the NCR, as specified in the Call-up documents. If required, **any travel must be authorized in advance by the Departmental Representative** and undertaken in accordance with the National Joint Council Travel Directive (most current version) (<https://www.njc-cnm.gc.ca/directive/d10/en>). Contractors will be reimbursed for authorized travel, accommodation and any associated living expenses, subject to the Contractor providing the requisite receipts, in accordance with the National Joint Council Travel Directive.
- 14.4.1 Note that **issuance of a Call-up in which travel is anticipated is not in itself authorization for travel**. After the issuance of any resultant Call-up in which travel is required, the Departmental Representative 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 LANGUAGE OF WORK

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

ANNEX "B"

BASIS OF PAYMENT

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)		
	<u>Initial Period</u>	<u>Option Year 1</u>	<u>Option Year 2</u>
	SOA Award date to March 31, 2026 A	April 1, 2024 to March 31, 2027 B	April 1, 2025 to March 31, 2028 C
Research Analysis (Principal)	\$	\$	\$
Research Analysis	\$	\$	\$
Research Services	\$	\$	\$
Document Management	\$	\$	\$

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

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST (SRCL)



Contract Number / Numéro du contrat
1000248045/
Security Classification / Classification de sécurité
unclassified

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

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE

1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région
Settlement Agreement and Childhood Claims (SACCB)

2. Contract type / Type de contrat
Non-Competitive / Non-compétitif Competitive / Compétitif
Type :

3. Brief Description of Work / Brève description du travail
Request for Standing offer Agreements (SOAs) – SACCB is seeking number of suppliers (firms) to provide research analysis, research services and document management. (Set-Aside 2 Firms)

4. Contract Amount / Montant du contrat 5,625,000\$

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
2023-04-01 to / au 2026-03-31

N/A

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? No / Non Yes / Oui

7.2 an access card to AANDC premises?
besoin d'une carte d'accès aux bureaux d'AANDC? No / Non Yes / Oui

7.3 access to the departmental computer network?
accès au réseau informatique du Ministère? No / Non Yes / Oui

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

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

PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS

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

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

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

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

If yes, specify: / Si oui, spécifiez :

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

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

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

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

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

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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
IT Transmission - e-mail	9.2 a)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
IT Transmission - other	9.2 b)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
Remote Access to Network / Connexion à distance au réseau	9.2 c)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART C – PERSONNEL / PARTIE C – PERSONNEL

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST (SRCL)



Contract Number / Numéro du contrat 1000248045/ Security Classification / Classification de sécurité unclassified
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PART D – AUTHORIZATION / PARTIE D – AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme Name (print) – Nom (en lettres moulées) Marilyne Béland		Title - Titre Senior Policy Analyst	Signature Beland, Marilyne <small>Digitally signed by Beland, Marilyne Reason: I am approving this document Date: 2022.11.25 10:13:01-0500'</small>
Telephone No. – N° de téléphone 613-404-2892	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel Marilyne.beland2@cirnac.gc.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) – Nom (en lettres moulées) Deandra Mayer		Title - Titre Contract Security Officer	Signature Mayer, Deandra <small>Digitally signed by Mayer, Deandra Date: 2023.03.21 11:29:55 -04'00'</small>
Telephone No. – N° de téléphone 819-661-8729	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel deandra.mayer@sac-isc.gc.ca	Date 2023-03-21
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 <input type="checkbox"/> Yes Non Oui
16. Procurement Officer / Agent d'approvisionnement Name (print) – Nom (en lettres moulées) Alexander Cormier Howie		Title - Titre Senior Procurement Officer	Signature <i>Alexander Cormier Howie</i> <small>Digitally signed by cormierhowie, alex DN: cn=CA, o=SC, ou=ISC-SAC, cn=cormierhowie, alex Reason: I am approving this document Location: Ottawa, Ontario, Canada Date: 2023-03-19 13:44:40 Four PhotonPDF Version 9.7.1</small>
Telephone No. – N° de téléphone 873-354-0959	Facsimile No. - N° de télécopieur N/A	E-mail address – Adresse courriel alexander.cormierhowie@sac-isc.gc.ca	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité Name (print) – Nom (en lettres moulées) Deandra Mayer		Title - Titre Contract Security Officer	Signature Mayer, Deandra <small>Digitally signed by Mayer, Deandra Date: 2023.03.21 11:30:18 -04'00'</small>
Telephone No. – N° de téléphone 819-661-8729	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel deandra.mayer@sac-isc.gc.ca	Date 2023-03-21

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité unclassified
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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST (SRCL)

Company name: _____
 Request for standing offer: 1000248045
 Standing offer: _____

1. Physical Security Transportation and Safeguard Requirements

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

1.1 Physical Safeguards:

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

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

Definitions:

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

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

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

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

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

1.2 Transportation

1.2.1 Transportation of Paper Records:

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

1.2.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.

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

1.2.3 Discussion:

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

2. IT Security Requirements

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

2.1 Electronic Storage

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

2.2 Electronic Possession, Transportation and Processing

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

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

2.3 Electronic Transmission of Departmental Data

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with CIRNAC/ISC’s personnel. The use of electronic transmission methods other than those listed below is prohibited. **The electronic transmission of confidential and secret documents is not allowed.**

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The e-mail account is not a publically accessible web-mail based service (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

<p>Protected B</p>	<p>Encrypted and Digitally Signed eMail</p>	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:</p> <ul style="list-style-type: none"> • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc); • Each user has their own corporate e-mail account which is protected with a username and password; • The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and • Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings: <ul style="list-style-type: none"> • One of the following encryption algorithms is used: <ul style="list-style-type: none"> ▪ 3DES-168 Bit or higher ▪ AES-128 Bit or higher • Digitally signed with one of the following algorithms: <ul style="list-style-type: none"> ▪ RSA (Rivest, Shamir, Adleman) ▪ DSA (Digital Signature Algorithm) ▪ ECDSA (Elliptic Curve Digital Signature Algorithm) • One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> • SHA-224 • SHA-256 • SHA-384 • SHA-512
	<p>Wireless Communications</p>	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values; ▪ The network name (SSID) has been changed from its default value; and ▪ WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> • Must be 12 characters or longer; • Have at least one upper case character; • Have at least one lower case character; • Have at least one numeric character; and • Have at least one allowed special character

	CIRNAC/ISC Secure File Exchange Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC's Secure File Exchange service as long as following requirements are met:</p> <ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to the user by CIRNAC/ISC; and • The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (See annex 1 of security requirement agreement)
	CIRNAC/ISC Collaboration Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC's Collaboration service as long as following requirements are met:</p> <ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to each user by CIRNAC/ISC.
	Fax	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The sending fax machines is located on the contractor's premises; • The sender contacts the recipient to confirm fax number and advises recipient of incoming fax; • Recipient is present at the fax machine ready to receive fax; and • Sender obtains confirmation from sender of receipt.

2.4. **Remote Connectivity to the Department's Network**

The contractor requires remote access to the Department's network and IT Systems. Remote access is to be configured in the following manner:

- A unique identifier and password is assigned to each user and is used to authenticate the user to the network; and
- The Citrix Portal <https://pa-ap.aadnc-aandc.gc.ca> is used.

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

3. **Inspection**

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

4. **Security Costs**

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

Annex 1

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

Acceptable Use Policy

You have been granted access to the Crown-Indigenous Relations and northern 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.

SECURITY AGREEMENT

Request for Standing Offer No.: 1000248045-Set Aside-Amd 1

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 "D"

INDEPENDENT BID DETERMINATION CERTIFICATION

(MUST BE SUBMITTED WITH THE PROPOSAL)

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

(Corporate Name of Recipient of this Submission)

for: _____

(Name and Number of Bid and Project)

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

(Name of Tendering Authority)

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

I certify, on behalf of: that:

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

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 "E"

LANGUAGE CERTIFICATION

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

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

Signature

Date

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

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.

ANNEX "F"

CERTIFICATION - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

FORM "5"

CERTIFICATION – SET-ASIDE FOR ABORIGINAL BUSINESS

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4, Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - i. The Aboriginal business has fewer than six full-time employees.
OR
 - ii. The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

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

Owner/Employee Certification - Set-aside for Aboriginal Business

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

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date