

**RETURN BIDS TO :****RETOURNER LES  
SOUMISSIONS À:**[soumissionbid@sac-isc.gc.ca](mailto:soumissionbid@sac-isc.gc.ca)**REQUEST FOR STANDING OFFERS  
(RFFO)****Offer To:** Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC)

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.

**DEMANDE D'OFFRES A COMMANDE  
(DOC)****Proposition aux:** Relations Couronne-Autochtones et Affaires du Nord Canada (RCAANC)

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Comments - Commentaires

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Exigence - This document contains a  
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Vendor/Firm Name and address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur

Issuing Office – Bureau de distribution  
CIRNAC-RCAANC

<b>Title – Sujet</b>	
Litigation Research Analysis, Litigation Research Services and Document Management Services. PSIB	
<b>Sollicitation No. – N° de l'invitation</b>	<b>Date</b>
1000244611	May 31, 2023
<b>Sollicitation Closes – L'invitation prend fin</b>	<b>Time Zone Fuseau horaire</b>
at – à 02:00 PM	Eastern Standard Time (EST)
on – le July 11, 2023	
<b>Address Inquiries to : - Adresser toutes questions à:</b>	<b>Buyer Id – Id de l'acheteur</b>
<a href="mailto:vanessa.demers-lamothe@sac-isc.gc.ca">vanessa.demers-lamothe@sac-isc.gc.ca</a>	DV1
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :</b>	
National Capital Region (NCR); Calgary Region; and Vancouver Region.	

**Instructions : See Herein  
Instructions: Voir aux présentes**

<b>Delivery required - Livraison exigée</b>	<b>Delivered Offered – Livraison proposée</b>
<b>Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b>	
<b>Signature</b>	<b>Date</b>

**Title:** Solicitation #1000244611 for the provision of the following professional services:

**Litigation Research Analysis, Litigation Research Services and Document Management Services**

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            Security 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 Attachments include :**

- Part 3 – Attachment 1: Pricing Schedule
- Part 4 – Attachment 1: Technical Evaluation criteria
  - o Appendix A: Offeror's response Forms ; and
  - o Appendix B: Research Analysis Scenario.

**The Annexes include:**

Annex A – Statement of Work;  
Annex B – Basis of Payment;  
Annex C – Security Requirement Check List (SRCL); and  
Annex D – Security Requirement Agreements;

## **PART 1 - GENERAL INFORMATION**

### **1.0 Set-aside under the Procurement Strategy for Indigenous Business (PSIB)**

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

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

### **1.1 Summary**

This Request for Standing Offers (RFSO) is being issued to satisfy the requirement of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) (the "**Client**") for Litigation Research Analysis, Litigation Research Services and Document Management Services.

### **1.2 Description of the Requirement**

The Department of CIRNAC, Litigation Management Oversight Directorate (LMO) is seeking the professional services of Firms who are capable of providing resources to conduct all of the research analysis, research and writing required to ensure that a complete evidentiary record is compiled for use in litigation or litigation-related activities; to plan, manage and direct research projects and teams; to conduct primary and secondary research to identify, collect, summarize and extract information from documents related to Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC)/ Indigenous Services Canada (ISC) litigation; to create document collections, document databases, bibliographies, reports, file summaries, map/survey collections and provide other related research services.

### **1.3 Work required**

1.3.1 The above services are required in the following three (3) service areas:

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

1.3.2 Firms shall be capable of providing services in all three (3) service areas.

### **1.4 Number of Standing Offers and Region Areas**

1.4.1 The intent of this RFSO is to award up to three (3) Standing Offers Agreements (SOA) to qualified Firms. Awards will be offered with up to:

- One (1) in the National Capital Region (NCR);
- One (1) in the Calgary Region; and
- One (1) in the Vancouver Region.

1.4.2 The services will be required on an as and required basis. For each work requirement, the services will be requested with a separate Call-up.

## **1.5 Proposed period of the Standing Offer**

1.5.1 The period of the Standing Offer is from date of Award to March 31, 2026.

1.5.2 Option to Extend the Standing Offer: the Offeror grants to Canada the irrevocable option to extend the term of the Standing Offer by up to two (2) additional one (1) year periods under the same conditions.

## **1.6 Security Requirements**

There are **two levels** of security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security 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](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## **1.7 Debriefings**

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

## **1.8 Canadian Content Policy applies**

The requirement is limited to Canadian services.

## **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 \(2022-03-29\)](#) 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 must be submitted only to the location (bid Receiving email address) and by the date and time indicated on page 1 of the RFSO document. Offers submitted by any other means 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 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

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

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

Canada requests that the Offeror submits its offer in separately bound sections, and provides one (1) electronic copy for each section, as follows:

- Section I: Technical Offer
- Section II: Financial Offer
- Section III: Certifications
- Section IV: Additional Information

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.

#### **Section I: Technical Offer**

Offerors are requested to use the response forms at Appendix A to Part 4 – Attachment 1, Offeror's Response Forms.

In their Technical Offer, Offerors should demonstrate their understanding of the requirements and explain how they will meet these requirements. Offerors should demonstrate their capability in a thorough, concise and clear manner for carrying 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 this solicitation is not sufficient. In order to facilitate the evaluation of the Offer, Canada requests that 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.

Part 4, Evaluation Procedures, contains additional instructions that offerors should consider when preparing their technical offer.

#### **Section II: Financial Offer**

- A.** Offerors must submit their financial offer in Canadian funds and in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.
- B.** Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.
- C.** When preparing their Financial Offer, Offerors should review clause 4.3, Financial Evaluation, of Part 4 and article 7.5, Payment, of Part 7 of the offer solicitation.
- D.** Electronic Payment of Invoices – Offer

The method of invoice payment by the Department is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, by entering into this procurement process, the Offeror agrees to provide the information required to establish direct deposit by registering with



the Department of Indigenous Services Canada Electronic Payment Request form at contract award, and submit the form to the address provided.

**E. Exchange Rate Fluctuation**

**C3011T** (2013-11-06) Exchange Rate Fluctuation

**Section III: Certifications**

Offerors must submit the certifications required under Part 5.

**Section IV: Additional Information**

In Section IV of their offer, Offerors should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone numbers and email address) authorized by the Offeror to enter into communications with Canada with regards to their offer, and any Standing Offer that may result from their offer;
4. for Part 2, article 2.3, Former Public Servant, of this solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 6, article 6.1, Security Requirements, of this solicitation:
  - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
    - 1) the name of the individual;
    - 2) the date of birth of the individual; and
    - 3) if available, information confirming the individual meets the security requirement as indicated in Part 7 – Standing Offer and Resulting Contract Clauses; and
  - b) Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

for each proposed location of work performance or document safeguarding, the address containing the information below.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

- c) 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 Requirements.

## ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

**Instructions to Offerors - Financial Offer:**

Offerors are requested to complete the table at FIN-1 and include it in its Financial Offer. Offerors MUST complete one (1) financial offer for each Region that they are proposing. Offers against each Region will be evaluated separately.

Offerors MUST provide an all-inclusive fixed daily rate per Service Category for the Initial Period of the Standing Offer (FIN-1). Offerors MUST provide only one rate per Service Category.

The estimated Level of Effort (LoE) identified in the Pricing Schedule is for evaluation purposes only and does not commit Canada to engage the financial value.

Offerors are requested to indicate the applicable taxes separately. Taxes are not evaluated.

Offerors are not to provide rates for the Optional Standing Offer Periods. These periods are not evaluated.

**Professional Fees**

**Definition of a Day/Proration:** for the purpose of this Offer, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Call-up contract.
- ii. No overtime charges will be authorized under the Call-up contract. All time worked will be compensated according to paragraph above.

**FIN-1 : Initial Period of the Standing Offer - From date of award to March 31, 2026**

Service Category	Estimated Level of Effort (days)	All-inclusive fixed daily rate (\$CAN)	Total for Assessment Value (Rate x Level of effort)
Research Analysis (Principal)	11	<i>to be completed by the offeror</i> \$ _____	\$ _____
Research Analysis	11	<i>to be completed by the offeror</i> \$ _____	\$ _____
Research Services	40	<i>to be completed by the offeror</i> \$ _____	\$ _____
Document Management	56	<i>to be completed by the offeror</i> \$ _____	\$ _____
<b>Pricing Score : Offeror's Evaluation Assessment value</b>			\$ _____

APPLICABLE TAXES ON PROFESIONAL FEES (IF, ANY): \_\_\_\_\_(%)

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the RFSO including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

### **4.2 Technical Evaluation**

#### **4.2.1 Offerors must propose in **one (1) or more** of the following Region Areas:**

- the National Capital Region (NCR);
- the Calgary Region; and
- the Vancouver Region.

Offers against each Region will be evaluated separately, as separate Offer.

#### **4.2.1.1 Offerors MUST provide a separate Offer for each Region that they are proposing.**

#### **4.2.2 Within each Region, **Offerors are to propose against all** of the following Service areas:**

- Research Analysis;
- Research Services; and
- Document Management Services.

#### **4.2.3 Submission of Only One Offer from a Bidding Group**

- i. The submission of more than one offer from members of the same bidding group per Region is not permitted in response to this solicitation. If members of a bidding group participate in more than one offer per Region, including as part of a joint venture, Canada will set aside all offers received from members of that bidding group.
- ii. For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this solicitation if:
  - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
  - C. the entities have now or in the two years before "bid" closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

#### **4.2.4 Mandatory Technical Criteria**

See Attachment 1 to Part 4.

#### **4.2.5 Point Rated Technical Criteria**

See Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

#### **4.3 Financial Evaluation**

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The evaluated price of an offer will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

The Offerors' proposed rate for each Service Category will be multiplied by the estimated Level of Effort provided in the table in order to calculate the Offeror's Evaluation Assessment value.

#### **4.4 Basis of Selection**

##### **4.4.1 Highest Combined Rating of Technical Merit [70 %] and Price [30 %]**

1. To be declared responsive, the offer must:
  - (a) comply with all the requirements of the solicitation;
  - (b) meet all the mandatory evaluation criteria; and
  - (c) obtain the required minimum of 96 points (passing mark of 60%) overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 160 points.
2. Offers not meeting 4.4.1 (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bids with the highest combined rating of technical merit and price will be recommended for award of a Standing offer.
8. In the event two or more responsive bids have the same Total Score, the bid with the highest technical score will be ranked higher.
9. The table below illustrates an example where all three offers (bids) are responsive and the selection of the Offerors are determined by a 70/30 ratio of the technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000.

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Offer 1</b>	<b>Offer 2</b>	<b>Offer 3</b>
<b>Overall Technical Score</b>		115/135 points	89/135 points	92/135 points
<b>Offer Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score (70%)</b> (score/max pts) x 70	$115/135 \times 70 = 59.62$ points	$89/135 \times 70 = 46.14$ points	$92/135 \times 70 = 47.70$ points
	<b>Pricing Score (30%)</b> (lowest price/price) x 30	$(45,000/55,000) \times 30 = 24.54$ points	$(45,000/50,000) \times 30 = 27.00$ points	$(45,000/45,000) \times 30 = 30.00$ points
<b>Combined Rating</b>		84.16 pts	73.14 pts	77.70 pts
<b>Overall Rating</b>		1st	3rd	2nd

**4.4.2** Offers will be ranked in order from highest to lowest Total Score for each Region. Up to eleven (11) Standing Offers Agreements (SOA) will be awarded as follows:

- Up to five (5) in the National Capital Region (NCR);
- Up to two (2) in the Calgary Region; and
- Up to four (4) in the Vancouver Region.

**4.4.3** CIRNAC reserves the right to refuse any and all Offers 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 Offeror having responded to this RFSO.

## ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

**Instructions to Offerors – Technical Offer:**

Offerors **MUST** propose qualified resources to satisfy the requested positions in all three Service Areas: Research Analysis, Research Services and Document Management Services.

Offerors may propose in any of the following Regions: National Capital Region (NCR), Calgary Region and Vancouver Region. Offerors **MUST** provide a completely separate Offer for each Region in which it would like to be considered.

Offerors are requested to demonstrate clearly and with sufficient details the experience or education of each resource in response to the Technical Criteria.

Offerors should write beside each criteria the relevant page number(s) from your Offer which addresses the requirement specified in the criteria.

Offerors are strongly advised to use the forms provided in Appendix A – Offeror’s response forms where specified in the criterion.

**Mandatory Technical Criteria**

The Offer must meet the mandatory technical criteria M1 to M5 specified below. The Offeror must provide the necessary documentation to support compliance with this requirement.

Offers which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Offers for each Region will be evaluated separately.

Mandatory Technical Criteria	Met Y/N	Cross Reference to Offer
<p><b>M1 Region of Service Delivery</b></p> <hr/> <p>The Offeror <b>MUST</b> propose services in one (1) of the following Regions of service delivery:</p> <ul style="list-style-type: none"> <li>a) The <b>National Capital Region</b> (NCR);</li> <li>b) <b>Calgary Region</b> (the Calgary Census Metropolitan Area); or</li> <li>c) <b>Vancouver Region</b> (Metro Vancouver Regional District).</li> </ul>		

Mandatory Technical Criteria	Met Y/N	Cross Reference to Offer
<p><b>M2 Proposed Resources</b></p> <p><b>2.1</b> The Offeror <b>MUST</b> propose one (1) resource in each of the four (4) Resource Categories below. The resource proposed in each Resource Category must be unique for a total of four different resources:</p> <ul style="list-style-type: none"> <li>a) Research Analysis (Principal) (RA-P)</li> <li>b) Research Analysis (RA);</li> <li>c) Research Services (RS); and</li> <li>d) Document Management (DM).</li> </ul> <p><b>2.2</b> Each proposed resource <b>MUST</b> meet the Minimum Resource Qualifications for the category in which they are proposed, as stated in the Annex A - Statement of Work, section 8.0:</p> <p><i><b>Offerors are requested to complete Form M2 at Appendix A for each required Resource Category in responding to this criterion.</b></i></p> <ul style="list-style-type: none"> <li>a) In citing projects for demonstration of meeting the minimum requirements, the Offeror <b>MUST</b> clearly indicate billable days completed by the related resource for the specific task(s) listed, educational attainments, and other evidence for each proposed resource. Projects lacking in substantiating details will not be considered.</li> </ul>		
<p><b>M3 Project Experience</b></p> <p><b>3.1</b> The Offeror <b>MUST</b> include four (4) project summaries of <u>four (4) different projects</u> as follows:</p> <ul style="list-style-type: none"> <li>a) One (1) <b>RA-P</b> project including the Offeror’s RA-P resource (as proposed in M2);</li> <li>b) Two (2) <b>RA</b> projects including the Offeror’s RA resource (as proposed in M2); and</li> <li>c) One (1) <b>RS</b> project including the Offeror’s RS resource (as proposed in M2).</li> </ul> <p><i><b>Offerors are requested to complete Form M3 at Appendix A for each required projects in responding to this criterion.</b></i></p> <p><b>3.2</b> Each of the resources (identified in 3.1 above) <b>MUST</b> have completed a minimum of <b>20 billable days</b> on the cited project in the role in which he/she is proposed.</p>		

Mandatory Technical Criteria	Met Y/N	Cross Reference to Offer
<p><b>3.3</b> Each project <b>MUST</b> meet the following:</p> <ul style="list-style-type: none"> <li>a) Have been completed by the Offeror within the past five (5) years [as of May 1<sup>st</sup>, 2023];</li> <li>b) Include the provision of <b>ALL</b> of the following services: <ul style="list-style-type: none"> <li>o Research Analysis (RA) (as described in the SOW, section 6.3);</li> <li>o Research Services (RS) (as described in the SOW, section 6.4);</li> <li>o Document Management (DM) (as described in the SOW, section 6.5).</li> </ul> </li> <li>c) Describe the contributions of the proposed resource to the project in the role in which he/she is proposed;</li> <li>d) Describe the contributions of any other Offeror resources to the work of the project as a whole, including RA-Principal (only if applicable to the scope of the work), RA, RS, and DM resources.</li> </ul>		
<p><b>M4 Reference Letters</b></p> <p><b>4.1</b> The Offeror <b>MUST</b> include a Reference Letter for each of the four (4) projects provided in response to M3, for a total of four (4) Reference Letters.</p> <p><i>Offerors are requested to complete Form M4 at Appendix A for each required reference letters in responding to this criterion.</i></p> <p><b>4.2</b> Each Reference Letter <b>MUST</b> be signed by an individual at the cited client organization to whom the Offeror directly reported [Client Authority].</p> <ul style="list-style-type: none"> <li>a) The letter <b>MUST</b> include contact information for the named client contact person, including at least one (1) of a valid e-mail address or daytime telephone number.</li> </ul> <p><b>4.3</b> The Offeror <b>MUST</b> send the applicable project summary description to Client Authority for their review, to support their completion of the Reference Letter.</p> <p><i>The Reference Letter should be filled in as appropriate by the Offeror and sent to the cited Client Authority for completion.</i></p> <p><b>4.4</b> Each Reference Letter <b>MUST</b> clearly describe the following project summary details to support the Client Authority's review and completion of the Reference Letter:</p> <ul style="list-style-type: none"> <li>a) The names and roles of proposed resources involved in work for the client;</li> <li>b) The number of billable hours completed by each proposed resource included in the letter; and</li> <li>c) The scope and tasks required within the project as they relate to the current requirement.</li> </ul> <p><i>Note: CIRNAC/ISC reserves the right to contact the named client reference to verify the accuracy</i></p>		



Mandatory Technical Criteria	Met Y/N	Cross Reference to Offer
<p><i>and veracity of the information provided in the Offeror's Offer, by means of a series of standardized questions posed to the authority. Should CIRNAC/ISC choose to contact the project authorities and should one (1) or more named client project authority provide a negative reference regarding the accuracy or veracity of the Offeror's Offer, the Offer will be deemed non-compliant and given no further consideration.</i></p>		
<p><b>M5 Scenario Analysis</b></p> <hr/> <p><b>5.1</b> The Offeror <b>MUST</b> complete a Research Plan based on the Research Analysis Scenario described at Appendix B.</p> <p><b><u>Scenario Response: Research Plan</u></b></p> <p>a) The Offeror <b>MUST</b> submit a response against the Historic Treaty scenario (refer to Appendix B).</p> <p>b) In order to demonstrate professional capabilities in the language of work required, Offeror's response to M5 <b>MUST</b> be formulated in English.</p>		

**Point rated Technical Criteria**

Offers meeting all Mandatory Technical Criteria will be evaluated and point rated against the Point Rated Technical Criteria R1- R5 below.

The Offer must meet the minimum passing mark of 60% on the technical point rated criteria. Offers which fail to obtain 96 points or more will be declared non-responsive.

The Offeror must provide the necessary documentation to support compliance with this requirement. Each point rated technical criterion should be addressed separately.

Offers for each Region will be evaluated separately.

Point Rated Technical Criteria	Maximum Score	Offer Ref. Pg. #
<p><b>R1: Offeror Resources Experience</b></p> <hr/> <p><b>1.1</b> The evidence within the Offeror's response forms under mandatory criteria M2 above for the Offeror's proposed resources will be evaluated on the breadth of the individual's experience regarding the provision of services in the Resources' proposed category (as defined in Annex A- Statement of Work) beyond the minimum qualifications.</p> <p>Points will be awarded for additional experience of the resource demonstrated beyond the minimum qualifications as follows <b>(total of up to 40 points)</b>:</p>	/40	

Point Rated Technical Criteria	Maximum Score	Offer Ref. Pg. #
<p><b>a) Research Analysis - Principal (up to 13 points)</b> as follows:</p> <ul style="list-style-type: none"> <li>- <b>Up to 6 points</b>, based on 1 point per 100 billable days of demonstrated additional experience, above the minimum qualification requirement in M2; and</li> <li>- <b>Up to 7 points</b>, based on 1 point for experience in <u>each</u> of the following tasks, where the resource demonstrates at least 30 billable days in the task [which may be in 1 or more projects]:  RA-2, RA-4, RA-6, RA-7, RA-9, RA-10, RA-12, RA-13, RA-14, RA-15, and RA-17 (as indicated in Annex A – Statement of Work, section SW5, Scope of Work).</li> </ul> <p><b>b) Research Analysis (up to 15 points)</b> as follows:</p> <ul style="list-style-type: none"> <li>- <b>Up to 7 points</b>, based on 1 point per 100 billable days of demonstrated additional experience, above the minimum qualification requirement in M2; and</li> <li>- <b>Up to 8 points</b>, based on 1 point for experience in <u>each</u> of the following tasks, where the Resource demonstrates at least 30 billable days in the task [which may be in 1 or more projects]:  RA-2, RA-4, RA-6, RA-7, RA-9, RA-10, RA-12, RA-13, RA-14, RA-15, and RA-17 (as indicated in Annex A – Statement of Work, section SW5, Scope of Work).</li> </ul> <p><b>c) Research Services (up to 12 points)</b> as follows:</p> <ul style="list-style-type: none"> <li>- <b>Up to 6 points</b>, based on 1 point per 30 billable days of demonstrated additional experience; above the minimum qualification requirement in M2; and</li> <li>- <b>Up to 6 points</b>, based on 1 point for experience in <u>each</u> of the following tasks, where the Resource demonstrates at least 30 billable days in the task [which may be in 1 or more projects]:  RS-1, RS-1, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8, RS-9. RS-11, and RS-12 (as indicated in Annex A – Statement of Work, section SW5, Scope of Work).</li> </ul> <p><i>Note for R1: Document Management Resources is not subject to evaluation under this criterion and will not be awarded points.</i></p>	<p><b>a)</b> /13</p> <p><b>b)</b> /15</p> <p><b>c)</b> /12</p>	
<p><b>R2: Project Experience</b></p> <p><b>2.1</b> The Offeror's four (4) descriptions of project experience provided in compliance with mandatory criteria M3 above will be evaluated on the basis of its relevance to CIRNAC/ISC's requirements for Research Analysis, Research Services, and Document Management (as outlined below) in breadth, nature, size, scope, complexity and approach (<b>up to a maximum of 10 points per project, for a total of up to 40 points</b>).</p> <p>Points will be awarded based on the factors below:</p>	<p><b>/40</b></p>	

Point Rated Technical Criteria	Maximum Score	Offer Ref. Pg. #
<p><b>a) Up to 5 points/project</b> for each of the <b>Research Analysis (Principal), Research Analysis and Research Services</b> resources' project summaries [total of four projects], based on the relevance of the nature of service, subject matter and client organization of the cited project relative to CIRNAC's requirement [up to 20 points]</p> <p><u>Scoring Grid</u> – Point(s)/per project will be allocated according to the following scale:</p> <p><b>5 points:</b> Subject matter is very relevant (Indigenous litigation/Specific Claim) AND project client organization is very relevant (CIRNAC/ISC);</p> <p><b>4 points:</b> Subject matter is very relevant (Indigenous litigation/Specific Claim) AND project client organization is partially relevant (Province, First Nation or other Federal Government department as client);</p> <p><b>3 points:</b> Subject matter is partially relevant (see definition below) AND project client organization is very relevant (CIRNAC/ISC);</p> <p><b>2 points:</b> Subject matter is partially relevant (see definition below) AND project client organization is partially relevant (Province, First Nation, or other Federal Government Department as client);</p> <p><b>1 point:</b> Subject matter has limited relevance AND client organization has limited relevance; or</p> <p><b>0 point:</b> Unsatisfactory.</p> <p><b>Relevance of subject matter will be determined as follows:</b></p> <ul style="list-style-type: none"> <li>• <u>Very Relevant subject matter:</u> <p>Indigenous Litigation which includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>- Indigenous rights, title or land claims;</li> <li>- Specific Claims Tribunal cases;</li> <li>- Indigenous Canadian Human Rights Tribunal cases where CIRNAC/ISC is defendant;</li> <li>- Charter challenges against CIRNAC/ISC;</li> <li>- Claims of physical and sexual abuse against CIRNAC/ISC;</li> <li>- Oil and Gas litigation against CIRNAC/ISC;</li> <li>- Other litigation where CIRNAC/ISC is the main defendant Research to support a Specific Claim.</li> </ul> </li> <li>• <u>Partially relevant subject matter:</u> <ul style="list-style-type: none"> <li>- Research for the Truth and Reconciliation Commission;</li> <li>- Archival research to support CIRNAC/ISC program and policy review;</li> <li>- Litigation between one or more Indigenous group(s) and a province not included under very relevant subject matter.</li> </ul> </li> </ul>	<p><b>a)</b> /20</p>	

Point Rated Technical Criteria	Maximum Score	Offer Ref. Pg. #
<ul style="list-style-type: none"> <li>• <u>Limited relevance subject matter:</u> <ul style="list-style-type: none"> <li>- Research Analysis services provided to a client that do not fall under very or partially relevant.</li> </ul> </li> </ul> <p><b>b) Up to 5 points/project</b> for each of the <b>Research Analysis (Principal)</b> and <b>Research Analysis</b> resources' project summaries [total of three projects], based on the relevance of the size, scale and complexity of the cited project relative to CIRNAC/ISC's requirements [up to 15 points]:</p> <p><u>Scoring Grid</u> – Point(s)/project will be allocated according to the following scale:</p> <p><b>5 points:</b> 50 Research Analysis days of effort by the resource on the project, comprising at least 4 of the RA tasks in Annex A- SOW, section 5.2;</p> <p><b>3 points:</b> 40 Research Analysis days of effort by the resource on the project, comprising at least 3 of the RA tasks in Annex A-SOW, section 5.2;</p> <p><b>1 point:</b> 30 Research Analysis days of effort by the resource on the project, comprising at least 3 of the RA tasks in Annex A- SOW, section 5.2</p> <p><b>0 point:</b> Below 30 Research Analysis days of effort by the resource on the project.</p> <p><b>c) Up to 5 points</b> for the <b>Research Services</b> resource's project summary, based on the relevance of the size, scale and complexity of the cited project relative to CIRNAC/ISC's requirements [up to 5 points]</p> <p><u>Scoring Grid</u> – Point(s) will be allocated according to the following scale:</p> <p><b>5 points:</b> 50 Research Services days of effort by the resource on the project, comprising at least 4 of the RS tasks in the SOW;</p> <p><b>3 points:</b> 40 Research Services days of effort by the resource on the project, comprising at least 3 of the RS tasks in the SOW;</p> <p><b>1 point:</b> 30 Research Services days of effort by the resource on the project, comprising at least 3 of the RS tasks in the SOW; or</p> <p><b>0 point:</b> Less than 30 Research Services days of effort by the resource on the project.</p>	<p><b>b)</b> /15</p> <p><b>c)</b> /5</p>	
<p><b>R3: Offeror Capacity</b></p>	<p><b>/45</b></p>	
<p><b>3.1</b> The Offeror should demonstrate having at least one (1) project submitted in response to the mandatory criteria M2 above in which <b>all four (4)</b> of the Offeror's proposed resources have provided services, together as a team <b>(5 points)</b>.</p> <p>To be considered, the <b>Research Analyst-Principal, Research Analyst,</b> and <b>Research Services</b> resources <u>each</u> require a minimum of <b>20 billable days</b> of work on the project and the <b>DM</b> resource require a minimum of <b>10 billable days</b>.</p>	<p><b>3.1</b> /5</p>	

Point Rated Technical Criteria	Maximum Score	Offer Ref. Pg. #
<p><b>3.2</b> The Offeror should demonstrate an existing place of business from which it is offering to provide services, located within 100km of the Region in which it is proposing services <b>(5 points)</b>:</p> <ul style="list-style-type: none"> <li>• NCR: Ottawa or Gatineau;</li> <li>• Calgary Region: The Calgary Census Metropolitan Area; or</li> <li>• Vancouver Region: The Metro Vancouver Regional District.</li> </ul>	<p><b>3.2</b> /5</p>	
<p><b>3.3</b> The Offeror's proposed resources should be available to work on-site at the Offeror's place of business <b>(up to 5 points)</b>.</p> <p><u>Scoring Grid</u> – Point(s) will be allocated according to the following scale:</p> <p><b>5 points:</b> All 4 proposed resources are available;</p> <p><b>3 points:</b> At least the proposed RA-P and the RA resources are available;</p> <p><b>1 point:</b> At least the proposed RA resource is available; or</p> <p><b>0 point:</b> No RA resources will work on-site.</p>	<p><b>3.3</b> /5</p>	
<p><b>3.4</b> The Offeror should propose additional qualified <b>RA</b> resources [i.e. each meets the minimum resource qualification for the role and has completed the applicable mandatory criteria M2 form] <b>(up to 15 points)</b>.</p> <p><u>Scoring Grid</u> – Point(s) will be allocated according to the following scale:</p> <p><b>15 points:</b> 5 or more qualified resources are demonstrated;</p> <p><b>12 points:</b> 4 qualified resources are demonstrated;</p> <p><b>9 points:</b> 3 qualified resources are demonstrated;</p> <p><b>6 points:</b> 2 qualified resources are demonstrated;</p> <p><b>3 points:</b> 1 qualified resource is demonstrated; or</p> <p><b>0 point:</b> No additional resource demonstrated.</p>	<p><b>3.4</b> /15</p>	
<p><b>3.5</b> The Offeror should propose additional qualified <b>RS</b> Resources [i.e. each meets the minimum resource qualification for the role and has completed the applicable mandatory criteria M2 form] <b>(up to 10 points)</b>.</p> <p><u>Scoring Grid</u> – Point(s) will be allocated according to the following scale:</p> <p><b>10 points:</b> 5 or more qualified resources are demonstrated;</p> <p><b>8 points:</b> 4 qualified resources are demonstrated;</p> <p><b>6 points:</b> 3 qualified resources are demonstrated;</p> <p><b>4 points:</b> 2 qualified resources are demonstrated;</p> <p><b>2 points:</b> 1 qualified resource is demonstrated; or</p> <p><b>0 point :</b> No additional resource demonstrated.</p>	<p><b>3.5</b> /10</p>	

Point Rated Technical Criteria	Maximum Score	Offer Ref. Pg. #
<p><b>3.6</b> The Offeror should propose additional qualified <b>DM</b> Resources [i.e. each meets the minimum resource qualification for the role and has completed the applicable mandatory criteria M2 form] <b>(up to 5 points)</b>.</p> <p><u>Scoring Grid</u> – Point(s) will be allocated according to the following scale:</p> <p><b>5 points:</b> 10 or more qualified resources are demonstrated;  <b>4 points:</b> 8 qualified resources are demonstrated;  <b>3 points:</b> 6 qualified resources are demonstrated;  <b>2 points:</b> 4 qualified resources are demonstrated;  <b>1 points:</b> 2 qualified resource is demonstrated; or  <b>0 point :</b> No additional resource demonstrated.</p>	<p><b>3.6</b> /5</p>	
<p><b>R4: Scenario Completion</b></p>	<p><b><u>/30</u></b></p>	
<p><b>4.1 Scenario: Research Plan (up to 30 points)</b></p> <p>The Offerors' Research Plan completed in response to mandatory criteria M5 above, will be evaluated against the factors below.</p> <p>Each factor includes a description of the factors that must be included and fully addressed in order to receive full score.</p> <p><b>a) Identification of key issues and time frame (up to 8 points).</b></p> <p>The identification of <u>key issues</u> to be considered and the <u>relevant time frame</u>, the Offeror should address all key issues within the case, and <u>descriptions must be provided</u> as to why each issue discussed is a “key” issue.</p> <p><i>Evaluation methodology: LMOD will use an answer key listing all key issues for each scenario that was developed prior to the posting of the solicitation.</i></p> <p><u>Scoring Grid</u> – Point(s) will be allocated according to the following scale:</p> <p><b>8 points:</b> All key issues are identified and time frame is correctly identified;  <b>7 points:</b> 6 key issues are identified and time frame identified; or all issues are identified but time frame is wrong or not identified;  <b>6 points:</b> 5 key issues are identified and time frame identified; or 6 issues are identified but time frame is wrong or not identified;  <b>5 points:</b> 4 key issues are identified and time frame identified; or 5 issues are identified but time frame is wrong or not identified;  <b>4 points:</b> 3 key issues are identified and time frame identified; or 4 issues are identified but time frame is wrong or not identified;</p>	<p><b>a)</b> /8</p>	

Point Rated Technical Criteria	Maximum Score	Offer Ref. Pg. #
<p><b>3 points:</b> 2 key issues are identified and time frame identified; or 3 issues are identified but time frame is wrong or not identified;</p> <p><b>2 points:</b> 1 key issue is identified and time frame identified; or 2 issues are identified but time frame is wrong or not identified;</p> <p><b>0 point:</b> No issues are identified nor is the time frame.</p> <p><b>b) Types of Documentation (up to 8 points).</b> Providing a complete list of types of documents to be considered within the scenario.</p> <p><u>Scoring Grid</u> – Point(s) will be allocated according to the following scale:</p> <ul style="list-style-type: none"> <li>• 1 point will be awarded for each correct document type.</li> </ul> <p><b>c) Possible sources of information (up to 9 points)</b> The Offeror's description of possible sources of information in relation to the scenario in question.</p> <p><i>Evaluation methodology: LMOD will use an answer key listing all possible sources of information.</i></p> <p><u>Scoring Grid</u> – Point(s) will be allocated according to the following scale:</p> <ul style="list-style-type: none"> <li>• 1 point will be awarded for each correct source.</li> </ul> <p><b>d) Document Review and Collection Methodology (up to 3 points)</b> The Offeror's document review and collection methodology, including identifying the methodology for reviewing sources, copying relevant documents, identifying and removing duplicates, and entering images or native format versions into an appropriate dataset.</p> <p><u>Scoring Grid</u> – Point(s) will be allocated according to the following scale:</p> <p><b>3 points:</b> Methodology is excellent and addresses all aspects of source review described above;</p> <p><b>2 points:</b> Methodology is good but does not address all aspects of source review described above;</p> <p><b>1 point:</b> Methodology is weak and addresses less than half of the aspects of source review described above.</p>	<p><b>b)</b> /8</p> <p><b>c)</b> /9</p> <p><b>d)</b> /3</p>	

Point Rated Technical Criteria	Maximum Score	Offer Ref. Pg. #								
<p><b>e) Work progress tracking methodology (up to 2 points)</b>                      The Offeror's description of its work progress tracking methodology.</p> <p><u>Scoring Grid</u> – Point(s) will be allocated according to the following scale:</p> <p><b>2 points:</b> The tracking methodology is excellent and describes a complete methodology that is easily traceable and comprehensible to a third party for review;</p> <p><b>1 point:</b> 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>	<p><b>e)</b> /2</p>									
<p><b>R5: Inclusion and Diversity Plan</b></p> <hr/> <p><b>Inclusion and Diversity Plan</b> - Up to a maximum of <b>5 points</b> will be awarded for presenting the Offeror's Inclusion and Diversity plan which addresses the following factors:</p> <p>The Offeror should demonstrate the following corporate activities have been implemented to promote anti-racism and diversity within their organisation:</p> <ul style="list-style-type: none"> <li>a) The Offeror has internally published policies or commitments on anti-racism and inclusiveness;</li> <li>b) The Offeror has publicly available organisational commitments to a diverse workforce;</li> <li>c) The Offeror's employees are mandated to take mandatory training on anti-racism;</li> <li>d) The Offeror's employees are mandated to take unconscious bias training; and,</li> <li>e) The Offeror has developed internal staffing and/or recruitment strategy(ies) to increase representation of underrepresented groups in their workforce.</li> </ul> <p>To demonstrate the activities, the Offeror must complete and submit the Activity Chart below, detailing all activities described in a. to e.                      The following must be provided to obtain points for providing supporting documentation.</p> <p>For activities described in a. and b. (policies and commitments):</p> <ul style="list-style-type: none"> <li>i. Copies of policy or commitment documents including effective dates.</li> </ul> <p>For activities described in c. and d. (training):</p> <ul style="list-style-type: none"> <li>ii. The name of the course and the service provider; if developed internally, a copy of the course outline.</li> </ul> <p>For activities described in e. (staffing/HR):</p> <ul style="list-style-type: none"> <li>iii. Copies of job posting, or other staffing and recruitment documents demonstrating compliance with the criteria.</li> </ul> <table border="1" data-bbox="162 1696 1187 1881"> <tr> <td style="background-color: #cccccc;"><b>a. Activity</b></td> <td style="background-color: #cccccc;"><b>The Offeror has internally published policies or commitments on anti-racism and inclusiveness.</b></td> </tr> <tr> <td>Details of the activity:</td> <td></td> </tr> <tr> <td>Effective Date of Policy:</td> <td></td> </tr> <tr> <td>Name of Publication:</td> <td>If applicable, identify where a copy of the policy is located in the bid:</td> </tr> </table>	<b>a. Activity</b>	<b>The Offeror has internally published policies or commitments on anti-racism and inclusiveness.</b>	Details of the activity:		Effective Date of Policy:		Name of Publication:	If applicable, identify where a copy of the policy is located in the bid:	<p><b><u>/5</u></b></p>	
<b>a. Activity</b>	<b>The Offeror has internally published policies or commitments on anti-racism and inclusiveness.</b>									
Details of the activity:										
Effective Date of Policy:										
Name of Publication:	If applicable, identify where a copy of the policy is located in the bid:									



Point Rated Technical Criteria		Maximum Score	Offer Ref. Pg. #
<b>b. Activity</b>	<b>The Offeror has publicly available organizational commitments to a diverse workforce.</b>		
Details of the activity:			
Effective Date of Policy/Commitment:			
Name of Commitment documentation:	If applicable, identify where a copy of the policy or commitment is located in the bid:		
<b>c. Activity</b>	<b>The Offeror's employees are mandated to take mandatory training on anti-racism.</b>		
Details of the activity:			
Training:			
Name of Course:			
Service Provider or if developed internally, a copy of the course outline.	If applicable, identify where a copy of the course outline is located in the bid:		
<b>d. Activity</b>	<b>The Offeror's employees are mandated to take unconscious bias training.</b>		
Details of the activity:			
Training:			
Name of Course:			
Service Provider or if developed internally, a copy of the course outline.	If applicable, identify where a copy of the course outline is located in the bid:		
<b>e. Activity</b>	<b>The Offeror has developed internal staffing or recruitment strategy(ies) to increase representation of underrepresented groups in their workforce.</b>		
Details of the activity:			
Effective Date of HR Strategy:			
Name of Strategy document.	If applicable, identify where a copy of the strategy is located in the bid:		
Job Posting Titles and Dates	If applicable, identify where a copy of the job posting(s) are located in the bid:		
<b>R1-R5 Total Score</b>		<b>/160</b>	
<b>Minimum passing mark (60%)</b>		<b>96pts</b>	

## **APPENDIX A OFFEROR'S RESPONSE FORMS**

### **Instructions to Offerors – Technical Offer:**

Documentation provided is intended to support Offerors in the preparation of their Technical Offer.

Offerors are strongly advised to respond to the Mandatory Technical Criteria M2, M3 and M4 using the following forms provided below. The completed forms will also be used to address various Point Rated Technical Criteria.

An example is provided to Offerors to facilitate understanding on how to fill in the forms in M2.

### **Forms M2 - Proposed Resources**

- *Complete the following forms for each Resource proposed.*
- *Should more than one resource is proposed for a category the Offeror is to prepare one form per resource.*
- *Lines or space should be added to these tables as required (e.g. for additional education and work experience).*

### **FORMS M2 :**

- **Research Analysis – Principal;**
- **Research Analysis;**
- **Research Services;**
- **Document Management.**

**Research Analysis – Principal**

**Name:**

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

**M1 Academic and Professional Attainments**

An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law.

Topic Area	Description of Associated Education	Dates/Duration (in years/months)

**M1 and R1 Professional work experience conducting Research Analysis Activities**

*The professional work experience in the area of Indigenous relations with the Crown must include some experience in all of RA-4, RA-6, RA-7, RA-9, RA-10, and RA-15, as defined in the Statement of Work.*

Client Organization	Name of Project	Research Analysis Tasks	Dates of Experience	Total Billable Days per Task
		RA-2		
		RA-4		
		RA-6		
		RA-7		
		RA-9		
		RA-10		
		RA-12		
		RA-13		
		RA-14		
		RA-15		
		RA-17		
		Other RA		

**Overall Total Demonstrated Billable Days:**

**Met minimum billable days?**  
*(i.e. 660 with applicable undergraduate degree OR 1100 without applicable degree)*

**Research Analysis**

**Name:**

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

**M1 Academic and Professional Attainments**

An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law.

Topic Area	Description of Associated Education	Dates/Duration (in years/months)

**M1 and R1 Professional work experience conducting Research Analysis Activities**

*The professional work experience in the area of Indigenous relations with the Crown must include some experience in at least three of RA-2, RA-4, RA-6, RA-7, RA-9, RA-10, and RA-15, as defined in the Statement of Work.*

Client Organization	Name of Project	Research Analysis Tasks	Dates of Experience	Total Billable Days per Task
		RA-2		
		RA-4		
		RA-6		
		RA-7		
		RA-9		
		RA-10		
		RA-12		
		RA-13		
		RA-14		
		RA-15		
		RA-17		
		Other RA		

**Overall Total Demonstrated Billable Days:**

**Met minimum billable days?**

*(i.e. 220 with applicable undergraduate degree OR 660 without applicable degree)*

### Research Services

**Name:**

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

#### M1 Academic and Professional Attainments

Two (2) years or four (4) complete semesters of full-time, post-secondary education in a relevant discipline such as but not necessarily limited to history, native studies, or law.

Topic Area	Description of Associated Education	Dates/Duration (in years/months)

#### M1 and R1 Professional work experience conducting Research Services Activities

*The professional work experience in the area of Indigenous relations with the Crown must include some experience in at least four of RS-1, RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8, and RS-9*

Client Organization	Name of Project	Research Services Tasks	Dates of Experience	Total Billable Days per Task
		RS-1		
		RS-2		
		RS-3		
		RS-4		
		RS-5		
		RS-6		
		RS-7		
		RS-8		
		RS-9		
		RS-10		
		RS-11		
		RS-12		
		Other RS		
<b>Overall Total Demonstrated Billable Days:</b>				
<b>Met minimum billable days?</b>				
<i>(i.e. 140 with applicable education (see above) OR 320 without applicable degree)</i>				

**Document Management**

**Resource Name:**

**Completion of High School or Equivalent (Date of completion; if equivalency, please describe):**

**Four (4) months of experience conducting Document Management activities similar to those defined in the Statement of Work.**

**EXAMPLE COMPLETED FORMS**

Note this is only an example of partial content. This table does not necessarily demonstrate sufficient experience or education to meet the requirements.

<b>Research Analysis</b>				
<b>Name:</b> Ivan M. Biginlaw				
<b>Language capabilities (English and/or French) and degree of fluency (written, oral, and reading comprehension):</b>				
Mr. Biginlaw has completed all of his university education in English, and as such is fluent in written, oral, and reading comprehension.				
He has collaborated with colleagues in French in multiple projects from 2008 to the present, and as such has a working knowledge in French, oral and reading, with a basic fluency in written French.				
<b>M1 Academic and Professional Attainments</b>				
An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law.				
<b>Topic Area</b>	<b>Description of Associated Education</b>			<b>Dates/Duration (in years/months)</b>
Political Science	Bachelor of Arts (completed) with concentration in Political Science			September 2000 - April 2004
<b>M1 and R1 Professional work experience conducting Research Analysis Activities</b>				
The professional work experience must include some experience in at <u>least three</u> of RA-2, RA-4, RA-6, RA-7, RA-9, RA-10, and RA-15, as defined in the Statement of Work.				
<b>Client Organization</b>	<b>Name of Project</b>	<b>Research Analysis Tasks</b>	<b>Dates of Experience</b>	<b>Total Billable Days per Task</b>
CIRNAC/ISC	Blue Rock River First Nation v. Canada	RA-2	August - September 2019	15 billable days
CIRNAC/ISC	Council of the Sundown First Nation	RA-2	Feb 2019 - Mar. 2020	20 billable days
CIRNAC/ISC	Blue Rock River First Nation v. Canada	RA-4	August - September 2019	51 billable days
CIRNAC/ISC	Council of the Sundown First Nation	RA-6	Feb 2019 - Mar. 2020	32 billable days
CIRNAC/ISC	Blue Rock River First Nation v. Canada	RA-7	August - September 2019	70 billable days
CIRNAC/ISC	Blue Rock River First Nation v. Canada	RA-9	August - September 2019	42 billable days

CIRNAC/ISC	Council of the Sundown First Nation	<b>RA-10</b>	Feb 2019 - Mar. 2020	8 billable days
CIRNAC/ISC	Blue Rock River First Nation v. Canada	<b>RA-10</b>	August - September 2020	25 billable days
Etc.		<b>RA-12</b>		
CIRNAC/ISC	Première Nation de la Baie-des-Achigans	<b>Other RA: RA-1</b>	June - October 2021	8 billable days
CIRNAC/ISC	Première Nation de la Baie-des-Achigans	<b>Other RA: RA-3</b>	June - October 2021	21 billable day
<b>Overall Total Demonstrated Billable Days:</b>				<b>292 billable days</b>
<b>Met minimum billable days?</b>				<b>Yes</b>
<i>(i.e. 220 with applicable undergraduate degree OR 660 without applicable degree)</i>				

<b>EXAMPLE Document Management</b>	
<b>Resource Name:</b> Jane Doe	
<b>Completion of High School or Equivalent (Date of completion; if equivalency, please describe):</b>	June 2012, OSSD Glebe Collegiate, Ottawa.
<b>Four (4) months of experience conducting Document Management activities similar to those defined in the Statement of Work.</b>	
CV page 3: July 2019 - December 2021 (6 months) - Research Associates Inc., Clerk;	
<input type="checkbox"/> Responsible for photocopying/scanning, filing and other document management tasks; <input type="checkbox"/> Data entry of research case files into related databases; <input type="checkbox"/> Reviewed and edited database entries as required.	



### **Forms M3 - Offeror Project Form**

- Each Service Area **MUST** be represented in each of the Projects (i.e. RA, RS and DM).
- Each of Research Analysis - Principal, Research Analysis, and Research Services Resources have project templates below.
- Offerors should use the template applicable to the Resource role being claimed for the proposed Resource, and **MUST** include in the Offer the information required in M3, including:
  - a) Demonstration of the provision of **ALL** of the following services:
    - o Research Analysis (RA) (as described in the SOW, section 6.3);
    - o Research Services (RS) (as described in the SOW, section 6.4);
    - o Document Management (DM) (as described in the SOW, section 6.5).
  - b) Description of the contributions of the proposed Resource to the project in the role in which he/she is proposed;
  - c) Description of the contributions of other Offeror resources to the work of the project as a whole, including RA-P (only if applicable to the scope of the work), RA, RS, and DM resources.
- Offerors may copy the template as many times as necessary for each Resource.
- Offerors may provide additional details as necessary.

### **FORMS M3 :**

- **Research Analysis – Principal Resource Project;**
- **Research Analysis Resource Project**
- **Research Services Resource Project.**

<b>Research Analysis - Principal Resource Project</b>			
<b>Project Name:</b>			
<b>Client Authority to whom the Offeror Reported</b> (name, title, e-mail and/or phone):			
<b>Project Start Date:</b>		<b>Project End Date:</b>	
<b>Total Offeror Billable Days for All Project Resources:</b>			
<b>Project Description and Scope</b>			
<i>Describe the project background and the responsibilities of the Offeror's Organization in completing the project.</i>			
<b>Resource Contributions</b>			
<b>Research Analysis - Principal</b>			
<i>The following information to be provided for the <b>proposed Research Analysis - Principal Resource who was engaged in this project as per M3, 3.1a.</b></i>			
<b>Resource Name:</b>			
<b>This Resource MUST be the one included in the current Offer.</b>			
<b>Total Billable Days completed by the Resource</b>		<i>Billable days are for this Resource only and over the course of the entire project. Billable days should be rounded to the nearest half day.  This Resource must have at least 20 billable days on the project.</i>	
<b>Tasks Completed by the Resource:</b>		<i>Describe the activities undertaken by the resource in the course of the work.</i>	
<b>Deliverables Completed by the Resource</b> (include language the Resource wrote the Deliverable as appropriate)		<i>Describe the outcomes / deliverables the Resource produced either in its entirety or were primarily responsible for. Where the Resource was not fully responsible for the deliverable, describe for what aspects they were responsible, and indicate the names of any other Resources in the current Offer that also contributed.</i>	

<b>Research Analysis</b> <i>The following information should be provided for the Research Analysis Resource that was <b>engaged in this project</b> (which may be different than the RA resource named in the current Offer)</i>				
<b>Resource Name:</b>				
<b>This Resource is included in the current Offer</b> <i>Tick or mark X in the appropriate box</i>	<b>YES:</b>		<b>NO:</b>	
<b>Total Billable Days completed by the Resource</b>				
<b>Tasks Completed by the Resource:</b>				
<b>Deliverables Completed by the Resource</b> (include language the Resource wrote the Deliverable as appropriate)				
<b>Research Services</b> <i>The following information should be provided for the Research Services Resource that was engaged <b>in this project</b> (which may be different than the RS resource named in the current Offer)</i>				
<b>Resource Name:</b>				
<b>This Resource is included in the current Offer</b> <i>Tick or mark X in the appropriate box</i>	<b>YES:</b>		<b>NO:</b>	
<b>Total Billable Days completed by the Resource</b>				
<b>Tasks Completed by the Resource:</b>				
<b>Deliverables Completed by the Resource</b> (include language the Resource wrote the Deliverable as appropriate)				

Document Management			
<i>The following information should be provided for the Document Management Resource that was engaged in this project (which may be different than the DM resource named in the current Offer)</i>			
<b>Resource Name:</b>			
<b>This Resource is included in the current Offer</b> <i>Tick or mark X in the appropriate box</i>	<b>YES:</b>		<b>NO:</b>
<b>Total Billable Days completed by the Resource</b>			
<b>Tasks Completed by the Resource:</b>			
<b>Deliverables Completed by the Resource</b> (include language the Resource wrote the Deliverable as appropriate)			
Other Project Contributors			
<i>Provide information of any other contributors to the project from the Offeror's organization that may be necessary for CIRNAC/ISC to understand the project overall, and that may fill any apparent gaps in tasks, deliverables, or total billable days described above. This may include RA-P, RA, RS, or DM work completed by other Offeror Resources (Resources that are not included within the current Offer).</i>			
	Resource name and Project Category:	Tasks / Deliverables Completed in the cited project:	
<b>Tasks</b> completed by Resources <b>included</b> in this Offer <b>in another Resource Category:</b>			
<b>Deliverables</b> completed by Resources <b>included</b> in this Offer <b>in another Resource Category:</b>			
	Resource name and Project Category:	Tasks / Deliverables Completed in the cited project:	
<b>Tasks</b> completed by Resources <b>not included</b> in the Offer:			
<b>Deliverables</b> completed by Resources <b>not included</b> in the Offer:			
<b>Other Information:</b>			

<b>Research Analysis Resource Project</b>			
<b>Project Name:</b>			
<b>Client Authority to whom the Offeror Reported</b> (name, title, e-mail and/or phone):			
<b>Project Start Date:</b>		<b>Project End Date:</b>	
<b>Total Offeror Billable Days for All Project Resources:</b>			
<b>Project Description and Scope</b>			
<i>Describe the project background and the responsibilities of the Offeror's Organization in completing the project.</i>			
<b>Resource Contributions</b>			
<b>Research Analysis</b>			
<i>The following information to be provided for the <b>proposed</b> Research Analysis Resource who was engaged in this project as per M3, 3.1b.</i>			
<b>Resource Name:</b>			
<b>This Resource MUST be the one included in the current Offer.</b>			
<b>Total Billable Days completed by the Resource</b>	<i>Billable days are for this Resource only and over the course of the entire project. Billable days should be rounded to the nearest half day.  This Resource must have at least 20 billable days on the project.</i>		
<b>Tasks Completed by the Resource:</b>	<i>Describe the activities undertaken by the resource in the course of the work.</i>		
<b>Deliverables Completed by the Resource</b> (include language the Resource wrote the Deliverable as appropriate)	<i>Describe the outcomes / deliverables the Resource produced either in its entirety or were primarily responsible for. Where the Resource was not fully responsible for the deliverable, describe for what aspects they were responsible, and indicate the names of any other Resources in the current Offer that also contributed.</i>		
<b>Research Analysis - Principal [Optional - include if applicable to the scope of the project]</b>			
<i>The following information should be provided for the Research Analysis - Principal Resource that was engaged <b>in this project</b> (which may be different than the RA-P resource named in the current Offer)</i>			
<b>Resource Name:</b>			

<b>This Resource is included in the current Offer</b> <i>Tick or mark X in the appropriate box</i>			<b>YES:</b>		<b>NO:</b>	
<b>Total Billable Days completed by the Resource</b>						
<b>Tasks Completed by the Resource:</b>						
<b>Deliverables Completed by the Resource</b> (include language the Resource wrote the Deliverable as appropriate)						
<b>Research Services</b> <i>The following information should be provided for the Research Services Resource that was engaged in this project (which may be different than the RS resource named in the current Offer)</i>						
<b>Resource Name:</b>						
<b>This Resource is included in the current Offer</b> <i>Tick or mark X in the appropriate box</i>			<b>YES:</b>		<b>NO:</b>	
<b>Total Billable Days completed by the Resource</b>						
<b>Tasks Completed by the Resource:</b>						
<b>Deliverables Completed by the Resource</b> (include language the Resource wrote the Deliverable as appropriate)						
<b>Document Management</b> <i>The following information should be provided for the Document Management Resource that was engaged in this project (which may be different than the DM resource named in the current Offer)</i>						
<b>Resource Name:</b>						
<b>This Resource is included in the current Offer</b> <i>Tick or mark X in the appropriate box</i>			<b>YES:</b>		<b>NO:</b>	
<b>Total Billable Days completed by the Resource</b>						
<b>Tasks Completed by the Resource:</b>						

<b>Deliverables Completed by the Resource</b> (include language the Resource wrote the Deliverable as appropriate)		
<b>Other Project Contributors</b>		
<i>Provide information of any other contributors to the project from the Offeror's organization that may be necessary for CIRNAC/ISC to understand the project overall, and that may fill any apparent gaps in tasks, deliverables, or total billable days described above. This may include RA-P, RA, RS, or DM work completed by other Offeror Resources (Resources that are not included within the current Offer).</i>		
	<b>Resource name and Project Category:</b>	<b>Tasks / Deliverables Completed in the cited project:</b>
<b>Tasks</b> completed by Resources <b>included</b> in this Offer <b>in another Resource Category:</b>		
<b>Deliverables</b> completed by Resources <b>included</b> in this Offer <b>in another Resource Category:</b>		
	<b>Resource name and Project Category:</b>	<b>Tasks / Deliverables Completed in the cited project:</b>
<b>Tasks</b> completed by Resources <b>not included</b> in the Offer:		
<b>Deliverables</b> completed by Resources <b>not included</b> in the Offer:		
<b>Other Information:</b>		

<b>Research Services Resource Project</b>			
<b>Project Name:</b>			
<b>Client Authority to whom the Offeror Reported</b> (name, title, e-mail and/or phone):			
<b>Project Start Date:</b>		<b>Project End Date:</b>	
<b>Total Offeror Billable Days for All Project Resources:</b>			
<b>Project Description and Scope</b>			
<i>Describe the project background and the responsibilities of the Offeror's Organization in completing the project.</i>			
<b>Resource Contributions</b>			
<b>Research Services</b>			
<i>The following information to be provided for the <b>proposed Research Services who was engaged in this project as per M3, 3.1c.</b></i>			
<b>Resource Name:</b>			
<b>This Resource is included in the current Offer</b> <i>Tick or mark X in the appropriate box</i>	<b>YES:</b>		<b>NO:</b>
<b>Total Billable Days completed by the Resource</b>	<i>Billable days are for this Resource only and over the course of the entire project. Billable days should be rounded to the nearest half day. This Resource must have at least 20 billable days on the project.</i>		
<b>Tasks Completed by the Resource:</b>	<i>Describe the activities undertaken by the resource in the course of the work.</i>		
<b>Deliverables Completed by the Resource</b> (include language the Resource wrote the Deliverable as appropriate)	<i>Describe the outcomes / deliverables the Resource produced either in its entirety or were primarily responsible for. Where the Resource was not fully responsible for the deliverable, describe for what aspects they were responsible, and indicate the names of any other Resources in the current Offer that also contributed.</i>		
<b>Research Analysis - Principal [Optional - include if applicable to the scope of the project]</b>			
<i>The following information should be provided for the Research Analysis - Principal Resource that was engaged <b>in this project</b> (which may be different than the RA-P resource named in the current Offer)</i>			
<b>Resource Name:</b>			



<b>This Resource is included in the current Offer</b> <i>Tick or mark X in the appropriate box</i>			<b>YES:</b>		<b>NO:</b>	
<b>Total Billable Days</b> <b>completed by the Resource</b>						
<b>Tasks Completed by the Resource:</b>						
<b>Deliverables Completed by the Resource</b> (include language the Resource wrote the Deliverable as appropriate)						
<b>Research Analysis</b> <i>The following information should be provided for the Research Analysis Resource that was <b>engaged in this project</b> (which may be different than the RA resource named in the current Offer)</i>						
<b>Resource Name:</b>						
<b>This Resource is included in the current Offer</b> <i>Tick or mark X in the appropriate box</i>			<b>YES:</b>		<b>NO:</b>	
<b>Total Billable Days</b> <b>completed by the Resource</b>						
<b>Tasks Completed by the Resource:</b>						
<b>Deliverables Completed by the Resource</b> (include language the Resource wrote the Deliverable as appropriate)						
<b>Document Management</b> <i>The following information should be provided for the Document Management Resource that was engaged in this project (which may be different than the DM resource named in the current Offer)</i>						
<b>Resource Name:</b>						
<b>This Resource is included in the current Offer</b> <i>Tick or mark X in the appropriate box</i>			<b>YES:</b>		<b>NO:</b>	
<b>Total Billable Days</b> <b>completed by the Resource</b>						
<b>Tasks Completed by the Resource:</b>						

<b>Deliverables Completed by the Resource</b> (include language the Resource wrote the Deliverable as appropriate)		
<b>Other Project Contributors</b>		
<i>Provide information of any other contributors to the project from the Offeror's organization that may be necessary for CIRNAC/ISC to understand the project overall, and that may fill any apparent gaps in tasks, deliverables, or total billable days described above. This may include RA-P, RA, RS, or DM work completed by other Offeror Resources (Resources that are not included within the current Offer).</i>		
	<b>Resource name and Project Category:</b>	<b>Tasks / Deliverables Completed in the cited project:</b>
<b>Tasks</b> completed by Resources <b>included</b> in this Offer <b>in another Resource Category:</b>		
<b>Deliverables</b> completed by Resources <b>included</b> in this Offer <b>in another Resource Category:</b>		
	<b>Resource name and Project Category:</b>	<b>Tasks / Deliverables Completed in the cited project:</b>
<b>Tasks</b> completed by Resources <b>not included</b> in the Offer:		
<b>Deliverables</b> completed by Resources <b>not included</b> in the Offer:		
<b>Other Information:</b>		

**Form M4 - Reference Letter**

- For each of the projects provided in compliance with Mandatory Requirement M3, the following letter should be filled in as appropriate by the Offeror and must be sent to the cited Client Authority for completion and confirmation.

RE: Reference for <b>&lt;Insert Offeror Name&gt;</b> Project Name: <b>&lt;Offeror to Insert&gt;</b>			
I certify that the above named Firm completed the work for the above named project for my organization. The work involved Research Analysis, Research Services, and Document Management Services, as described in the Statement of Work that the above-noted Firm has provided to me for my reference.			
I certify that the following individuals were engaged involving the following billable days:			
Category	Resource Name	Tasks Completed	Project Days Billed
<b>Research Analyst - Principal</b>	<i>Offeror to insert</i>	<i>Offeror to insert</i>	<i>Offeror to insert</i>
<b>Research Analyst</b>	<i>Offeror to insert</i>	<i>Offeror to insert</i>	<i>Offeror to insert</i>
<b>Research Services</b>	<i>Offeror to insert</i>	<i>Offeror to insert</i>	<i>Offeror to insert</i>
<b>Document Management</b>	<i>Offeror to insert</i>	<i>Offeror to insert</i>	<i>Offeror to insert</i>
[Offeror to insert name of Resource] completed the following deliverables for our organization, which were completed in [Offeror to insert either English or French]:			
I would like to provide the following comments with regard to the work provided to my organization on behalf of the above-named Firm for the above-named Project:			
[Referee name, title, contact information and signature]			

## **APPENDIX B RESEARCH ANALYSIS SCENARIO**

### **Instructions to Offerors:**

The Scenario Analysis provided below is to address and prepare the Offeror's response (Research Plan) for M5 Scenario Analysis.

### ***Thompson First Nation Statement of Claim***

*Note: the scenario presented is entirely fictitious and is meant to provide a measure of the Offeror's ability to complete a Research Plan. Any resemblance of the scenario to actual events, names, or places is entirely unintentional.*

### **Introduction and Instructions**

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

Offerors are asked to draft a document that should not be more than 5 pages maximum based on the facts of the fictitious case as provided below. The document should identify:

- the scope of the research (timeframe and key issues);
- criteria for determining document relevancy (how would researchers determine if the content of a document is relevant to the issues, what types of documents or information would be relevant);
- the sources to be reviewed and their location (do not provide actual file numbers) and;
- the methodology for reviewing the sources, copying relevant documents, identifying and removing duplicates and entering images or native format versions into a database.

NOTE: Although the First Nation, treaty and the events are fictitious, the location and types of files containing relevant documents are to be considered the same as those which exist for actual First Nations.

### **The Case**

#### *Thompson First Nation v Attorney General of Canada*

##### Summary of Pleadings

The Plaintiffs, Thompson First Nation, are located in the province of Saskatchewan and are signatories to Treaty X (1890). The plaintiffs claim that their reserve, the Thompson reserve, was supposed to be set up for them in accordance with Treaty X which stipulated that the reserve size be based on 5 acres per band member. However, the size of their reserve ended up being only 4 acres per band member. The plaintiffs claim that the Crown breached its fiduciary duty by failing to establish their reserve in accordance with Treaty X. The plaintiffs claim damages and costs of the action.

The action was originally filed as a Specific Claim in 2005. The First Nation and Canada held periodic settlement discussions, but the First Nation ended the negotiations in 2015 due to lack of progress.

## **PART 5 – CERTIFICATIONS**

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:

#### **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.

#### **Set-aside under the Procurement Strategy for Indigenous Business**

1. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business see [Annex 9.4](#) of the *Supply Manual*.
2. This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.
3. Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.
4. Standing Offers

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

- 1) I am an owner of \_\_\_\_\_ (*insert name of business*) and an Indigenous person, as defined in [Annex 9.4](#), of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".
- 2) I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

\_\_\_\_\_  
Printed name of owner

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Date

#### 5. Indigenous 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 Indigenous 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.

#### **Canadian Content Certification**

This procurement is limited to Canadian services. The Offeror certifies that:

- ( ) the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

#### **5.2 Certifications Precedent to the Issuance of a Standing Offer**

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.

#### **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.

### **Status and Availability of Resources**

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

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

### **Education and Experience**

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

## **PART 6 - SECURITY**

### **6.1 Security Requirements**

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



## **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: 1000244611**

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of reliability status and/or 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 reliability status and/or 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 reliability status and/or Secret.
4. All work with information/assets above the level of Protected B must be done on Government of Canada's restricted access areas premises
5. 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 Protected B.
6. 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.
7. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission from the security in contracting team of ISC. After permission has been granted, these tasks may be performed up to the level of Protected B including an I.T. Link up to the level of protected B.
8. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
9. Any substitute or alternate resource proposed for this contract:
  - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
  - b) must hold a valid GoC Security Screening at the level of reliability status and/or Secret, before gaining access to designated information or assets.

10. 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.
11. This contract only has force or effect for as long as the Security Screening 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.
12. The Contractor must comply with the provisions of the:
  - a) Security Requirements Agreement, attached as Annex D; and
  - b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>
  - c) Security classification guide

## **7.2.2 Offeror's Sites or Premises Requiring Safeguarding**

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

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

- 7.2.2.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

## **7.3 Standard Clauses and Conditions**

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

### **7.3.1 General Conditions**

[2005 \(2022-01-28e\)](#) 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.

#### **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 year option periods, from March 31, 2026 to March 31, 2028 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 30 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 (to be identified at SOA award)**

##### **7.5.1 Standing Offer Authority**

Vanessa Demers-Lamothe  
Senior Contracting and Procurement Officer  
Crown-Indigenous Relations and Northern Affairs Canada  
10 Wellington Street, 13<sup>th</sup> Floor  
Gatineau, QC K1A 0H4  
E-mail address: [vanessa.demers-lamothe@sac-isc.gc.ca](mailto:vanessa.demers-lamothe@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, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

##### **7.5.2 Project Authority**

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
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**

The Offeror's representative for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
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: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC).

## 7.8 Number of Standing Offers

CIRNAC seeks to award up to a total of three (3) Standing Offer Agreements (SOAs) to qualified Firms in three (3) Regions, as follows:

1. National Capital Region (NCR): up to one (1) SOAs;
2. Calgary Region: up to one (1) SOAs; and
3. Vancouver Region: up one (1) SOAs.

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

## 7.9 Call-up Allocation

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

## 7.10 Call-up Procedures

7.10.1 Contractors will be contacted directly as indicated above at 7.9.

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 that will apply to the Call-up.

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

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

**Limitation of expenditure definition:** The maximum amount of monies that may be paid to a Contractor for the costs reasonably and properly incurred in the performance of the Work

described in the call-up. If the Contractor discovers that there are insufficient funds to complete the Work, the Contractor must inform the Project Authority. The Project Authority then has the option of providing additional funding or requesting the Contractor complete the Work to the extent that the current funding permits.

- 7.10.4 The Contractor will either submit a firm price, or a ceiling price, or a limitation of expenditure as required by the Project Authority, a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details to the Project Authority. The proposal must be submitted to the Project Authority within three (3) business days of receiving the request.
- 7.10.5 The firm price, ceiling price or limitation of expenditure will be established by utilizing the applicable rates as shows in the Basis of Payment, Annex "B".
- 7.10.6 Failure by the Contractor to submit a proposal in accordance with the time frame specified in 21.2.4 above will be interpreted as the Contractor being unable to perform the services and will result in the setting aside of the Offer. The Contractor will then be by-passed and the Project Authority will send the request to the next best-suited Contractor. This process will continue until the requirement can be fully addressed by a Contractor. Should no Contractor be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.
- 7.10.7 The Project Authority reserves the right to request references from the available Contractor to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Project Authority reserves the right to go to the next Contractor.
- 7.10.8 Upon agreement of the firm price, ceiling price or limitation of expenditure for the services, the Contractor will be authorized by the Contracting Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- 7.10.9 The Contractor shall not commence Work until the Call-up against a Standing Offer has been signed by the Contracting Authority. The Contractor acknowledges that any and all Work performed in the absence of a Call-up Against a Standing Offer Agreement signed by the Contracting Authority will be undertaken at the Contractor's own risk, and Canada shall not be liable for payment therefor.

#### **7.11 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User using the Departmental form, Call-up against a Standing Offer.

#### **7.12 Limitation of Call-ups - N/A**

#### **7.13 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 (2010-08-16): Canada to Own Intellectual Property Rights in Foreground Information;
- e) the general conditions [2010B](#) (2022-12-01);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) Annex D, Security Requirements Agreement; and
- j) the Offeror's Offer dated (TBD).

## **7.14 Certifications and Additional Information**

### **7.14.1 Compliance**

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

### **7.15 SACC Manual Clause**

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

### **7.16 Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

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

#### **7.2.2 Supplemental General Conditions**

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

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

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

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

### **7.5 Payment**

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

#### **7.5.1 Basis of Payment**

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

#### **7.5.2 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  $\$(TBD \text{ at SOA award})$ . 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.

#### **7.5.2.1 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 \$(*TBD at SOA award*). Applicable taxes are extra.

#### **7.5.2.2 Limitation of Expenditure – Cost Reimbursable**

##### **A) 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 \$(*TBD 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: \$ \_\_\_\_\_(*TBD at SOA award*).

##### **Travel Time Application:**

1. Per diem 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.
2. 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.
3. 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.



## **B) 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 \$ \_\_\_\_\_ (*TBD at SOA award*) (Applicable taxes included).

### **7.5.3 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; and
- c. the Work performed has been accepted by Canada.

### **7.5.4 Electronic Payment of Invoices – Call-up**

The method of invoice payment by the Department 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 Indigenous Services Canada Electronic Payment Request form ([https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545\\_1362495227097\\_eng.pdf](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.

### **7.5.5 Invoicing Instructions**

One of the following invoicing instructions will form part of the resulting Contract:

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 7.2.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **7.6 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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

## **ANNEX A STATEMENT OF WORK**

### **SW1.0 TITLE**

Litigation Research Analysis, Litigation Research Services and Document Management Services for Crown-Indigenous Relations and Northern Development Canada (CIRNAC) - Litigation Management Oversight Directorate (LMOD)

### **SW2.0 BACKGROUND**

The Litigation Management Oversight Directorate (LMOD), Crown-Indigenous Relations and Northern Development Canada (CIRNAC) and CIRNAC/Indigenous Services Canada (ISC)'s sector Litigation Management Unit (LMU)s develop and coordinate, in conjunction with Justice Canada and other government departments, CIRNAC/ISC's positions on policy, technical issues and legal positions related to all litigation against the Crown where CIRNAC/ISC is the Department responsible for the impugned actions, as well as all litigation that the Crown brings against others on behalf of CIRNAC/ISC. Litigation cases are broad-ranging and involve all sectors of CIRNAC/ISC. In the delivery of its responsibilities, CIRNAC/ISC has an ongoing need for the determination and planning of research requirements arising in litigation and the analysis and written presentation of documentary evidence from historical sources, government records, past and present CIRNAC/ISC program personnel and various professionals within the field.

### **SW3.0 OBJECTIVES**

- 3.1 LMOD seeks Firms to conduct all of the research analysis, research and writing required to ensure that a complete evidentiary record is compiled for use in litigation or litigation-related activities; to plan, manage and direct research projects and teams; to conduct primary and secondary research to identify, collect, summarize and extract information from documents related to CIRNAC/ISC litigation; to create document collections, document databases, bibliographies, reports, file summaries, map/survey collections and provide other related research services.
- 3.2 The above services are required in the following three (3) service areas:
  - a. Research Analysis;
  - b. Research Services; and
  - c. Document Management Services.

### **SW4.0 DEFINITIONS AND APPLICABLE DOCUMENTS**

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

<b>Term/Acronym</b>	<b>Definition</b>
<b>Call-Up</b>	Under a valid Standing Offer Agreement (SOA), a contract issued by the Contracting Authority to the Contractor, through which CIRNAC/ISC will acquire the required services; and which will contain requirements for the provision of said services, which will be consistent with the Statement of Work, and may consist of any combination of the required services and deliverables defined in SW6 - Scope of Work and SW7 - Deliverables. Upon acceptance of the Call-Up by the Contractor, the Call-Up forms a binding agreement.
<b>Calgary Region</b>	For the purposes of this SOA, the Calgary Region shall be the area encompassed by the Calgary Census Metropolitan Area.
<b>CIRNAC</b>	Crown-Indigenous Relations and Northern Affairs Canada
<b>Contracting Authority</b>	The Contracting Authority will be the sole authority on behalf of Canada for the administration and management of this Standing Offer Agreement (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.
<b>Contractor</b>	The qualified Firm awarded a SOA pursuant to the competitive selection process and which has been awarded a Call-Up.
<b>Departmental Representative</b>	A person, occupying a specific position within CIRNAC/ISC or fulfilling a specific organizational function, who is responsible for monitoring the Contractor's execution of the work under the SOA, as well as acting as a single point of contact on behalf of CIRNAC/ISC.
<b>DM</b>	Document Management
<b>Firm</b>	An entity holding at least the minimum number of Resources required by this SOA.
<b>GoC</b>	Government of Canada
<b>LMOD</b>	Litigation Management Oversight Directorate
<b>LMU</b>	Litigation Management Unit
<b>NCR</b>	National Capital Region
<b>RA</b>	Research Analysis
<b>RS</b>	Research Services
<b>SOW</b>	Statement of Work
<b>Standing Offer Agreement (SOA)</b>	An agreement between CIRNAC/ISC and a qualified Contractor to provide Litigation Research Analysis, Litigation Research Services and Document Management Services on an as and when required basis. Individual work requirements may be initiated throughout the duration of the SOA. An SOA does not constitute a Contract.
<b>Vancouver Region</b>	For the purposes of this SOA, the Vancouver Region shall be the area encompassed by Metro Vancouver.

- 4.2 The following documents provide guidance for the provision of Litigation Research Analysis, Litigation Research Services and Document Management Services within CIRNAC/ISC.

The documents will be provided to the Contractor after the SOA Award. The Contractor shall conform to and maintain working knowledge of the following :

- a. Tombstone Coding Protocol Guide;
- b. Database Coordination Tasks;
- c. Document Scanning Specifications; and
- d. A copy of *Researchers' Guidelines*.

## **SW5.0 BUSINESS AND TECHNICAL ENVIRONMENT**

### *5.1 Business Environment*

- 5.1.1 The LMOD headquarters is located in Gatineau, Quebec. LMOD and the Sector LMUs operate within a standard office environment.
- 5.1.2 LMOD and Sector LMUs also have branch offices in Calgary, Alberta, and Vancouver, British Columbia.
- 5.1.3 CIRNAC/ISC's regular operating hours are Monday to Friday, 8 a.m. to 5 p.m., local time, excluding statutory and government holidays.
- 5.1.4 CIRNAC/ISC has records and archival repositories relevant to this requirement in Vancouver, Calgary and NCR.

### *5.2 Technical Environment*

- 5.2.1 CIRNAC/ISC's current desktop software is Microsoft Office 2016.
- 5.2.2 CIRNAC/ISC's current database software is Nuix Discover.

## **SW6.0 SCOPE OF WORK**

- 6.1 The scope of work attached to each Call-Up against the Standing Offer will identify the particular factual matters, issues, allegations, and other relevant areas of consideration that shall be researched, verified, documented and reported upon in the Litigation Research Analysis, Litigation Research Services and Document Management Services to be conducted. Under each Call-Up, activities may consist of Research Analysis and/or Research Services and may include Document Management activities.
- 6.2 All work is to be done in conformity with the instructions issued by the Project Authority, as described within an issued Call-Up.

### **6.3 Research Analysis (RA)**

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

- RA-1. Review and analyze the statements of claim, statements of defence and other court documents to identify all factual and policy issues relevant to the litigation;
- RA-2. Prepare a research plan for review and acceptance by the 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. Prepare a paragraph by paragraph analysis of the Statement of Claim (factual response) setting out a factual analysis of each allegation raised, providing document citations supporting the facts and analysis relied upon;
- RA-6. Conduct analysis on all relevant primary and secondary sources in the context of the litigation and the impact on the position of the Crown. This shall be done in consultation with legal counsel and the Departmental Representative;
- RA-7. Prepare analytical research reports and analysis of the facts, based on analyses of the collected documents, and any other criteria/methodologies required by the Departmental Representative;
- RA-8. Conduct genealogical analysis and related research with respect to the issues in the litigation;
- RA-9. Prepare briefing materials on issues related to the litigation for the Departmental Representative;
- RA-10. Lead research teams in the planning, management and quality assurance of research and coordinate activities of research teams;
- RA-11. Assist legal counsel in the preparation of examination for discovery proceedings;
- RA-12. Assist legal counsel in preparing questions, or drafting answers to questions, asked by way of interrogatories or as undertakings from examinations for discovery;
- RA-13. Participate in meetings with the Departmental Representative and legal counsel to provide briefings and discuss research strategies;
- RA-14. Prepare analytical status reports summarizing the effectiveness of the research approach adopted, problems encountered, unanticipated discoveries and/or the progress of the work of individuals or the team being managed;
- RA-15. Develop background material and be prepared to answer questions and suggest further sources and avenues for all research activities relevant to the litigation;
- RA-16. Assist in the management, maintenance and quality control of an electronic database related to a particular case under study, provide guidelines for the creation and administration of the database from a research perspective, and coordinate research activities related to the database system;
- RA-17. Act as a Fact Witness in relation to the research they have undertaken;
- RA-18. Perform analytics using the Ringtail software; and
- RA-19. Perform other Research Analysis functions, as requested by the Departmental Representative.

#### 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/ISC 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. Review documents and assign established issue codes according to given scope notes, parameters, terms of reference and/or instructions by the Departmental Representative;
- RS-10. Suggest or recommend individuals with key knowledge of the litigation issues who may be of assistance to the Departmental Representative or legal counsel;
- RS-11. Attend meetings and prepare regular status reports on the progress of the work and milestones achieved in the work done to date;
- RS-12. Perform other Research Services functions, as requested by the Departmental Representative.

#### 6.5 **Document Management (DM)**

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

- DM-1. Photocopy, print, label, number, bind, and otherwise process documents to be organized into collections, either for court production or for general document collections;
- DM-2. Organize, sort and otherwise compile document sets, in one or both of traditional paper-based or electronic format;

- DM-3. Perform Data Entry of specified tombstone data from the documents provided (either paper-based or electronic) into the fields specified by the Departmental Representative to be imported/ loaded into Ringtail (see Tombstone Coding Protocol Guide in Appendix B);
- DM-4. Complete data entry of fields identified by Departmental Representative only if they appear in the document (no assumptions are to be made);
- DM-5. Flag documents requiring further interpretation in the Document Problems (or similar field as directed) and set aside for review by the Departmental Representative;
- DM-6. Perform quality control activities for databases, including review and editing of the data entered, to ensure accuracy and adherence to the protocols and standards;
- DM-7. Scan documents in a manner that is consistent with scanning protocol as provided by the Departmental Representative;
- DM-8. Load and attach scanned documents to relevant/related databases;
- DM-9. Perform quality control of scanned images;
- DM-10. Perform other Document Management functions, as requested by the Departmental Representative.

## **SW7.0 DELIVERABLES**

- 7.1 All written material shall be provided in hard and/or soft copy as requested by the Project Authority and prepared in accordance with the instructions provided by the Project Authority. Unless otherwise specified, the soft copy shall be provided in the current version of CIRNAC/ISC'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/ISC's approved litigation case management software Nuix Discover.
- 7.2 In accordance with the activities defined in SW6 'Scope of Work' and the specific requirements of any Call-Up under the Standing Offer, the Contractor shall submit the following to the Project Authority:
  - 7.2.1 A research plan, prepared in accordance with RA-2 and incorporating any information uncovered through RA-1;
  - 7.2.2 A statement of claim/reference analysis and an indexed compilation of documents relied upon to accompany such report prepared in accordance with RA-5;
  - 7.2.3 A research report and an indexed compilation of documents relied upon to accompany such report, prepared in accordance with RA-7;
  - 7.2.4 Background documentation, updates and briefing materials, in accordance with RA-9 and RA-15;
  - 7.2.5 Analytical status reports, in accordance with RA-14;
  - 7.2.6 Instructions and/or guidelines for the creation and administration of a database system, in accordance with RA-16;
  - 7.2.7 A compilation of all relevant documentation, which has been reviewed, annotated, and summarized, in accordance with RS-4, RS-5, and RS-6;



- 7.2.8 File summaries (records researched), in accordance with RS-4;
  - 7.2.9 Transcribed copies of illegible documents, in accordance with RS-6;
  - 7.2.10 Status reports, in accordance with RS-11;
  - 7.2.11 Document set(s) which have been copied, organized, labelled and otherwise processed, in accordance with DM-1 and DM-2;
  - 7.2.12 Updated databases and/or completed input documents for the database, in accordance with RA-16 and DM-3;
  - 7.2.13 Document set(s) which have been scanned in accordance with DM-7;
  - 7.2.14 Electronic document sets as a result of any related DM activities;
  - 7.2.15 Results from use of Ringtail software analytics, in accordance with RA-18; and
  - 7.2.16 Any other documents, reports, or analyses developed, or other deliverables related to the Scope of Work herein, as described in any resultant Call-up(s);
- 7.3 All Deliverables shall be in hard-copy, electronic, or both, as required and as identified by the Project Authority. Any and all electronic deliverables must comply with the departmental software standards as identified in 0, above.

**SW8.0 RESOURCE REQUIREMENTS**

8.1 The Contractor shall provide Resources in the following Categories for the provision of Services related to this SOA as detailed in the Contractor’s 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;

Research Analysis will be permitted to conduct work in Research Services or Document Management;

Research Services will be permitted to conduct work in Document Management.

Resource Category	Minimum Resource Qualifications
<p><b>Research Analysis (Principal)</b></p>	<ul style="list-style-type: none"> <li>➢ An undergraduate degree in a relevant discipline including but not limited to history, Indigenous studies, sociology, anthropology and/or law; and</li> <li>➢ Thirty-six (36) months of full time professional work experience or, six hundred and sixty (660) billable days (within the last 10 years) conducting Research Analysis, as defined in the Statement of Work, in the area of Indigenous relations with the Crown.</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>➢ Sixty (60) months of full-time professional work experience or one thousand one hundred (1100) billable days (within the last 10 years) conducting Research Analysis, as fined in the Statement of Work, in the area of Indigenous relations with the Crown.</li> </ul> <p>***The professional work experience must include some experience in all of RA-4, RA-6, RA-7, RA-9, RA-10, and RA-15, as defined in the SOW.</p>

Resource Category	Minimum Resource Qualifications
<b>Research Analysis</b>	<ul style="list-style-type: none"> <li>➤ An undergraduate degree in a relevant discipline including but not limited to history, Indigenous studies, sociology, anthropology and/ or law; and</li> <li>➤ Two hundred and twenty (220) billable days of full-time professional work experience (within the last 10 years) conducting Research Analysis related activities (other than database research), as defined in the Statement of Work, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations and claims related to Indian residential schools.</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>➤ Eight hundred and eighty (880) billable days of full-time professional work experience (within the last 10 years) conducting Research Analysis related activities (other than database research), as defined in the Statement of Work, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations and claims related to Indian residential schools.</li> </ul> <p>***The professional work experience must include some experience in at least three of RA-2, RA-4, RA-6, RA-7, RA-9, RA-10, and RA-15, as defined in the SOW.</p>
<b>Research Services</b>	<ul style="list-style-type: none"> <li>➤ Two (2) years or four (4) complete semesters of full-time, post-secondary education in a relevant discipline such as but not necessarily limited to history, Indigenous studies, sociology, anthropology and/or law; and</li> <li>➤ One hundred and forty (140) billable days of full-time professional work experience (within the last 10 years) conducting Research Services related activities (other than database research), as defined in the Statement of Work, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations and claims related to Indian residential schools.</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>➤ Three hundred and twenty (320) billable days of full-time professional work experience (within the last 10 years) conducting Research Services related activities (other than database research), as defined in the Statement of Work, in the area of Indigenous relations with the Crown. This includes, but is not limited to, Indigenous grievances, Indigenous litigation, specific claims, comprehensive claims, treaty negotiations and claims related to Indian residential schools.</li> </ul> <p>***The professional work experience must include some experience in at least four of RS-1, RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8, and RS-9, as defined in the Statement of Work.</p>
<b>Document Management</b>	<ul style="list-style-type: none"> <li>➤ Successful completion of high school, or equivalent.</li> <li>➤ Four (4) months experience conducting Document Management activities similar to those described herein.</li> </ul>

## 8.2 Resource Addition

- 8.2.1 Resources additional to those named in the Contractor's Offer will be evaluated and qualified by CIRNAC/ISC after Award, at CIRNAC/ISC's discretion, on the basis of the minimum qualifications and Resource requirements outlined in the SOW.

## **SW9.0 PERFORMANCE STANDARDS AND QUALITY ASSURANCE**

- 9.1 The Contractor shall possess or ensure the provision of content knowledge appropriate for Research Analysis, Research Services, and Document Management Services as described herein and in any resultant Call-Up(s), and shall continuously strive to improve their methodological and practice skills.
- 9.2 In providing Research Analysis, Research Services and Document Management Services as described herein, the Contractor shall, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:
- 9.2.1 Efficient time management is of utmost importance to CIRNAC/ISC's Research Analysis, Research Services, and Document Management Services. At the issuance of each Call-Up, the Project Authority will establish with the Contractor a schedule of milestones and reporting for the work to be completed on the basis of its congruence with the conditions of this SOA and the Call-Up. The Contractor shall deliver the services by the deadlines established by the Project Authority, as specified within the Call-Up. Every effort shall be made by CIRNAC/ISC to provide the Contractor with reasonable deadlines.
- 9.2.2 In addition, there is an inherent Quality Assurance Standard associated with any resultant Call-Up(s). The Contractor shall apply a rigorous Quality Assurance methodology to ensure the accuracy and quality of all deliverables and services provided.
- 9.3 All deliverables rendered under any resultant Call-Up(s) are subject to inspection by the Project Authority or a designated Departmental Representative. The Project Authority reserves the right to verify the accuracy of all deliverables.
- 9.4 The Contractor shall supply all of its own tools, facilities, equipment and software required for completion of the work, unless otherwise directed by the Project Authority.
- 9.5 The management by the Contractor of service delivery to CIRNAC/ISC in relation to any resultant Call-Up(s) shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, codes and policies as well as professional standards.
- 9.6 The Contractor shall ensure that all resources deployed in the provision of services under any resultant Call-Up(s), are properly trained and qualified to fulfill their responsibilities.
- 9.7 It is the responsibility of the Contractor to ensure its conduct and performance is in accordance with the terms and conditions of the SOA and any resultant Call-Up(s), and in accordance with the *Code of Conduct for Procurement*.

## **SW10.0 REPORTING REQUIREMENTS**

- 10.1 It is the responsibility of the Contractor to facilitate and maintain regular communication with the Project Authority regarding the progress of work completed under any Call-Up(s) under the SOA.
- 10.2 Upon request from the Project Authority, the Contractor shall provide *ad hoc* written or oral status updates relating to any work in progress under any Call-Up.
- 10.3 In addition, the Contractor shall immediately notify the Project Authority of any issues, problems, or areas of concern that could adversely affect the ability of the Contractor to complete the work specified under any Call-Up.
- 10.4 Any progress, *ad hoc*, or other reporting on Call-Up work, including any work associated with invoicing, is considered Administrative in nature and is therefore considered to be included in the

Contractor's accepted *per diem* rates within its accepted Basis of Payment. No Administrative costs, including invoicing preparation, progress reports, or *ad hoc* reports, are considered as separate billable items.

- 10.5 Any written reports provided shall be in CIRNAC/ISC's standard software, and may include e-mails, MS Word, or MS Excel, as appropriate.

### **SW11.0RISKS AND CONSTRAINTS**

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

### **SW12.0CONTRACTOR RESPONSIBILITIES**

- 12.1 In fulfilling the terms and conditions of the Contract, the Contractor agrees to:
- 12.1.1 Be available to provide services under any resultant Call-Up(s) within the business hours defined in 5.1.3, above.
- 12.1.2 Provide a mutually agreed-upon principal Point of Contact for the Contractor, who will be actively involved in, and responsible for, all activities undertaken;
- 12.1.3 Provide a work plan and schedule prior to the commencement of work on any resultant Call-Up(s), as required;
- 12.1.4 Complete assigned work according to pre-defined schedules and standards;
- 12.1.5 Provide Quality Assurance monitoring on all deliverables;
- 12.1.6 Supply all of its own tools, facilities, equipment, and software required for completion of the work, unless otherwise directed by the Project Authority; and
- 12.1.7 As required, liaise with the Project Authority and any stakeholders identified by the Project Authority for meetings, project reviews and other related project management activities.

### **SW13.0DEPARTMENTAL SUPPORT**

- 13.1 As required for the completion of work under the SOA and any resultant Call-Up(s), CIRNAC/ISC will provide:
- 13.1.1 Access to the Project Authority and/or other CIRNAC/ISC 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/ISC premises; to research databases; and to meet with CIRNAC/ISC subject matter

experts and other personnel. The Department will also facilitate cooperation with other sector and regional CIRNAC/ISC representatives.

- 13.1.3 Review of submissions and the provision of comments/suggested revisions, in a timely manner;
- 13.1.4 Other assistance and support as appropriate.
- 13.2 The Department will provide the Contractor with a copy of Researchers' Guidelines prior to any Call-Up issuance.

#### **SW14.0 LOCATION OF WORK AND TRAVEL**

- 14.1 The location of work will be specified in any resultant Call-up. The Contractor will be required to conduct work within the location for which it has qualified, as specified in the Call-up, which may be any one (1) of the following Regions:
  - The National Capital Region (NCR);
  - Calgary Region (the Calgary Census Metropolitan Area);
  - Vancouver Region (Metro Vancouver).
- 14.2 When required, Contractors are responsible for all costs related to their own personal expenses within their qualified Region of service delivery, including the cost of travel between their place of business and the local CIRNAC/ISC office, regardless of the location of the Resources conducting the work. No expenses will be reimbursed for any required travel between CIRNAC/ISC service delivery Regions and the Contractor's place of business.
  - 14.2.1 Notwithstanding, among the considerations in issuing a Call-Up is the proximity of the Contractor to the relevant archival repositories (where applicable) in order to minimize Contractor travel.
- 14.3 There may be the occasional requirement for Contractor travel to locations outside of the three (3) defined Regions, as specified in the Call-Up documents. If required, **any travel must be pre-authorized in advance by the Project Authority** and undertaken in accordance with the Treasury Board (TB) Travel Directive. Contractors will be reimbursed for previously authorized travel, accommodation and living expenses associated, in accordance with TB Directives.
  - 14.3.1 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 Project Authority will issue a specific authorization to travel, including specific travel parameters, dates and location(s). The Contractor shall submit travel estimates for pre-approval.

#### **SW15.0 LANGUAGE OF WORK**

- 15.1 The Department (CIRNAC/ISC) is required under the *Official Languages Act* to provide its services in either Official Language of Canada.
- 15.2 The majority of the work to be performed is expected to be in English but work may be also in French.
- 15.3 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**

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

**A- Initial Period of the Standing Offer**

**1. Canada’s Total Liability – Professional Fees, Travel and Living Expenses and Direct Expenses**

Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (*TBD at SOA award*). Applicable Taxes are extra on professional fees only.

**1.1 Professional Fees**

**Total Estimated Cost of Professional Fees: \$\_\_\_\_\_** (*TBD at SOA Award*)

The Contractor will be paid the following all-inclusive fixed daily rates:

<b>SOA Period: From date of award to March 31, 2026</b>		
<b>Resource/Service Category</b>	<b>Proposed resources</b>	<b>All-inclusive fixed daily rate (\$CAN)</b>
<b>Research Analysis (Principal)</b>	<i>To be identified at contract award.</i>	<i>\$ TBD at SOA award</i>
<b>Research Analysis</b>	<i>To be identified at contract award.</i>	<i>\$ TBD at SOA award</i>
<b>Research Services</b>	<i>To be identified at contract award.</i>	<i>\$ TBD at SOA award</i>
<b>Document Management</b>	<i>To be identified at contract award.</i>	<i>\$ TBD at SOA award</i>

**Definition of a Day/Proration:** for the purpose of this Offer, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Call-up contract.
- ii. No overtime charges will be authorized under the Call-up contract. All time worked will be compensated according to paragraph above.

**1.2 Limitation of Expenditure - Travel and Living Expenses**

**Estimated Cost: \$ \_\_\_\_\_** (*to be identified at SOA award*) (Applicable taxes included).

**Travel and Living Expenses:**

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

**Travel Time Application:**

1. 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.
2. 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.
3. 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.

**1.3 Limitation of Expenditure - Other Direct Expenses**

**Estimated Cost \$ \_\_\_\_\_** *(to be identified at SOA award)* (Applicable taxes included).

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.

**B - Option to Extend the Term of the Standing Offer**

If exercised by Canada, the Contractor will be paid as specified below.

**All-inclusive daily rate:** rates that will apply will be identified in accordance with the rates applicable at the Initial SOA period plus the Consumer Price Index formula.

The all-inclusive daily rates provided under section A- Initial Period of the Standing Offer above may be adjusted and will be increased or decreased by an amount equal to the Consumer Price Index (CPI) ([Consumer price index portal \(statcan.gc.ca\)](http://www.statcan.gc.ca), All-Items (Not Seasonally Adjusted), published in Statistics

Canada Catalogue No. 62-001-XWE, Table 5, in accordance with the following formula, rounded to the nearest two decimals:

Escalation =  $((A/B) - 1) \times 100$  Where:

A = average of the monthly CPI for Canada, for the 12 months ending three months preceding the start date of the new Standing Offer year;

B = average of the monthly CPI for Canada for the 12 months ending 15 months preceding the start date of the new Standing Offer year.

The CPI adjustment will be made automatically to the Contractor's rates in April of each option year, if exercised.

**Optional Standing Offer Periods:**

**B-1 Option Period 1 : From April 1<sup>st</sup>, 2026 to March 31, 2027**

**B-2 Option Period 2: From April 1<sup>st</sup>, 2027 to March 31, 2028**



## ANNEX "C"

## SECURITY REQUIREMENTS CHECK LIST


 Affaires autochtones et  
Développement du Nord Canada

 Aboriginal Affairs and  
Northern Development Canada

Contract Number / Numéro du contrat

1000244611

 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 Litigation Management Oversight Directorate	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type : RFSO
3. Brief Description of Work / Brève description du travail Research Firms Open RFSO. LMOD is seeking suppliers (Firms) which can provide Research Analysis, Research Services and Document Management.	
4. Contract Amount / Montant du contrat TBD \$	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 SOA award to / au March 31 2027	
7. Will the supplier require / Le fournisseur aura-t-il :	
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDNC?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)	
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)	
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS	
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir/entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?	
	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> 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?	
	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> 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?	
If yes, specify: / Si oui, spécifiez :	
a) Email transmission / Transmission par courrier électronique :	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDNC (VPN, Citrix) :	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
9.3 Will the supplier be required to safeguard COMSEC* information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC* ?	
	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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/télécopieur sécuritaire)	

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 checked="" 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 type="checkbox"/>	<input type="checkbox"/>
IT Information /Assets (off site) Renseignements/Biens TI (extérieur)	9.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission – e-mail Transmission TI - courriel	9.2 a)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
IT Transmission – other Transmission TI - autre	9.2 b)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
Remote Access to Network Connexion à distance au réseau	9.2 c)	<input 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

11.1 Personnel Security Screening Level Required:  
Niveau d'enquête de la sécurité du personnel requis :  N/A / Non requis  Reliability/ Fiabilité  Confidential/ Confidential  Secret  Top Secret/ Très secret

11.2 May unscreened personnel be used for portions of work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No Non  Yes Oui  N/A / Non requis

12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No Non  Yes Oui

PART D – AUTHORIZATION / PARTIE D – AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme Name (print) – Nom (en lettres moulées) Salamat Tabbasum		Title - Titre Research Manager		Signature Tabbasum, Salamat	<small>Digitally signed by Tabbasum, Salamat Date: 2022.10.14 11:58:07 -0400</small>
Telephone No. – N° de téléphone 873-455-3566	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel Salamat.Tabbasum@rcaanc-clrnac.gc.ca		Date 2022/10/13	
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) – Nom (en lettres moulées) Steven French		Title - Titre Supervisor Contract Security		Signature french, steven	<small>Digitally signed by french, steven Date: 2022.10.14 11:24:18 -0400</small>
Telephone No. – N° de téléphone 819-360-2958	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel steven.french@sac-isc.gc.ca		Date 2022/10/14	
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 type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui					
16. Procurement Officer / Agent d'approvisionnement Name (print) – Nom (en lettres moulées) Vanessa Demers-Lamothe		Title - Titre Sr. Procurement Officer		Signature demerslamoth, vanessa	<small>Digitally signed by demerslamoth, vanessa Date: 2022.10.14 11:24:18 -0400</small>
Telephone No. – N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel vanessa.demerslamoth@isc-sac.gc.ca		Date 2022/10/14	
17. Contracting Security Authority / Autorité contractante en matière de sécurité Name (print) – Nom (en lettres moulées) Steven French		Title - Titre Supervisor Contract Security		Signature french, steven	<small>Digitally signed by french, steven Date: 2022.10.14 11:24:29 -0400</small>
Telephone No. – N° de téléphone 819-360-2958	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel steven.french@sac-isc.gc.ca		Date 2022/10/14	

**ANNEX "D"**

**SECURITY REQUIREMENTS AGREEMENT**

**(To be completed at time of Standing Offer Award)**

Company name: \_\_\_\_\_  
 Request for standing offer: 1000244611  
 Standing offer: \_\_\_\_\_

**1. Physical Security Transportation and Safeguard Requirements**

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

1.1 Physical Safeguards:

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

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

**Definitions:**

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

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

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

1.2 **Transportation**

1.2.1 Transportation of Paper Records:

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

### 1.2.2 Prevention Tips While in Transit:

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

### 1.2.3 Discussion:

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

## 1. IT Security Requirements

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

### 2.1 Electronic Storage

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

### 2.2 Electronic Possession, Transportation and Processing

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

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);

- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006> Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

### 1.3 Electronic Transmission of Departmental Data

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

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password; and</li> <li>• Email server communication is protected with TLS encryption.</li> </ul>
	Fax	<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"> <li>• The sending fax machine is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advise recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>
	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"> <li>▪ The administrator user name and password must be changed from their default values;</li> <li>▪ The network name (SSID) has been changed from its default value; and</li> </ul>

		<ul style="list-style-type: none"> <li>▪ WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:             <ul style="list-style-type: none"> <li>• Must be 8 characters or longer;</li> <li>• Have at least one upper case character;</li> <li>• Have at least one lower case character;</li> <li>• Have at least one numeric character; and</li> <li>• Have at least one allowed special character</li> </ul> </li> </ul>
<p><b>Protected B</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"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password;</li> <li>• The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and</li> <li>• 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"> <li>• One of the following encryption algorithms is used:                 <ul style="list-style-type: none"> <li>▪ 3DES-168 Bit or higher</li> <li>▪ AES-128 Bit or higher</li> </ul> </li> <li>• Digitally signed with one of the following algorithms:                 <ul style="list-style-type: none"> <li>▪ RSA (Rivest, Shamir, Adleman)</li> <li>▪ DSA (Digital Signature Algorithm)</li> <li>▪ ECDSA (Elliptic Curve Digital Signature Algorithm)</li> </ul> </li> <li>• One of the following Hash functions is used in the generation of digital signatures:                 <ul style="list-style-type: none"> <li>• SHA-224</li> <li>• SHA-256</li> <li>• SHA-384</li> <li>• SHA-512</li> </ul> </li> </ul> </li> </ul>
	<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"> <li>▪ The administrator user name and password must be changed from their default values;</li> <li>▪ The network name (SSID) has been changed from its default value; and</li> <li>▪ WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:</li> </ul>

		<ul style="list-style-type: none"> <li>• Must be 12 characters or longer;</li> <li>• Have at least one upper case character;</li> <li>• Have at least one lower case character;</li> <li>• Have at least one numeric character; and</li> <li>• Have at least one allowed special character</li> </ul>
	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"> <li>• A personally identifiable unique username and password is assigned to the user by CIRNAC/ISC; and</li> <li>• The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (<b>See annex 1 of security requirement agreement</b>)</li> </ul>
	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"> <li>• A personally identifiable unique username and password is assigned to each user by CIRNAC/ISC.</li> </ul>
	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"> <li>• The sending fax machines is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advises recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>

#### 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 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

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: