



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

Department of Justice
Finance and Planning Branch
attention: Jeff Williams
900-840 Howe Street
Vancouver B.C
V6Z 2S9

Ministère de la Justice
Direction générale des finances et de la planification
Attention : Jeff Williams
900-840, rue Howe
Vancouver, (C.-B.) V6Z 2S9

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments - Commentaires

Proposal To: Department of Justice

We hereby offer to sell to Her Majesty the Queen 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.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Proposition au : Ministère de la Justice

Nous offrons par la présente de vendre à Sa Majesté la Reine 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).

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Title – Sujet	
Research Services	
Solicitation No. – N° de l'invitation	Date
1000099999-BCRO	April 1, 2019
Client Reference No. – N° référence du client	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Pacific Standard Time (PST)
on – le	Heure Normale du Pacifique (HNP)
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address inquiries to – Adresser toute demande de renseignements à :	
Jeff Williams	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
	Jeff.Williams@justice.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
Vancouver, British Columbia, Canada	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

PART 1 - GENERAL INFORMATION:

provides a general description of the requirement;

PART 2 - BIDDER INSTRUCTIONS:

provides the instructions, clauses and conditions applicable to the bid solicitation;

PART 3 - BID PREPARATION INSTRUCTIONS:

provides bidders with instructions on how to prepare their bid;

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION:

indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION:

includes the certifications and additional information to be provided;

PART 6 – SECURITY REQUIREMENTS:

includes specific requirements that must be addressed by bidders; and

PART 7 - RESULTING CONTRACT CLAUSES:

includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

Statement of Work

Basis of Payment,

Security Requirements Checklist,

Integrity Regime Verification Form

Task Authorization Form

1.2 Summary

1.2.1 The Department of Justice Canada (JUS) on behalf of various other governmental departments has the primary responsibility for meeting on-going litigation document disclosures.

Contractor services will support JUS's determination, planning and implementation of research requirements arising in litigation and the analysis of written presentation of documentary evidence from historical sources, government records, past and present client department program personnel, and various professionals within departmental related fields.

The contract will be for a period of 2 years from date of contract award.

The delivery of services will primarily occur within the Provinces of British Columbia & Ontario.

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

1.2.3 The requirement is subject to the provisions of the following trade agreements:

- World Trade Organization Agreement on Government Procurement (WTO-AGP)
- North American Free Trade Agreement (NAFTA)
- Canadian Free Trade Agreement (CFTA)
- Canada–Korea Free Trade Agreement



- Canada–Chile Free Trade Agreement
- Canada–Colombia Free Trade Agreement
- Canada–Honduras Free Trade Agreement
- Canada–Panama Free Trade Agreement
- Canada–Peru Free Trade Agreement
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- Comprehensive Economic and Trade Agreement (European Union)
- Canada–Ukraine Free Trade Agreement

1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to *Part 5 - Certifications and Additional Information, Attachment 2 to Part 5 : Federal Contractors Program for Employment Equity – Certification*, and *Part 7 - Resulting Contract Clauses*.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services.

Should bidders have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

For more information about OPO, including the available services, please visit the [OPO website](#).



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003 \(2018-05-22\) Standard Instructions - Goods or Services - Competitive Requirements](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/20) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/20>) are incorporated by reference into and form part of the bid solicitation.

Section 05, *Submission of Bids*, subsection 4, of *2003 Standard Instructions - Goods or Services - Competitive Requirements*, incorporated by reference above, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to the Department of Justice Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Bidders must submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (3 hard copies), and 1 soft copy on CD/DVD
- Section II: Financial Bid (3 hard copies), and 1 soft copy on CD/DVD
- Section III: Certifications (1 hard copy), and 1 soft copy on CD/DVD
- Section IV: Additional Information (1 hard copy), and 1 soft copy on CD/DVD

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process ([Policy on Green Procurement http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

- I1 In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- I2 The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

- II1 Bidders must submit their financial bid in accordance with *Part 4 - Evaluation Procedures and Basis of Selection, 4.1.2, Financial Evaluation*.
- II2 Bidders should include the following information in their financial bid:
 - 1) Their legal name;
 - 2) Their Procurement Business Number (PBN); and
 - 3) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to (a) their bid; and (b) any contract that may result from their bid.



Section III: Certifications

- III1 Bidders must submit the certifications and additional information required under Part 5, including the attachments to Part 5.
- III2 Bidders must also submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

Section IV: Additional Information

IV1 Bidder's Proposed Site or Premises Requiring Safeguard Measures

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

Address:

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

City, Province, Territory / State

Postal Code / Zip Code

Country

- IV2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in *Part 6 – Security Requirements*.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to *Attachment 1 to Part 4 : Technical Evaluation Criteria*.

4.1.2 Financial Evaluation

- 4.1.2.1 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with *Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule*.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the Request for Proposal (RFP).

Failure or refusal to provide a price or rate for any item in *Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule* shall be considered as failing to meet a mandatory requirement of the RFP and, therefore, the Bidder's proposal shall be given no further consideration.

- 4.1.2.2 The volumetric data included in the pricing schedule detailed in *Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule* are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

4.2 BASIS OF SELECTION

4.2.1 Basis of Selection – Mandatory Technical Criteria

- 4.2.1.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

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

Item	Mandatory Technical Criteria	Proposal Reference (Page #)	Reserved for JUS	
			Pass	Fail
M1	<p>Bidder Experience: Project Summaries</p> <p><i>The Bidder must use Table M1 – Project Summary Form – for each Project Summary submitted.</i></p> <p><i>The Bidder must provide detailed responses for each of the requirements set out in the Table.</i></p> <p><i>JUS reserves the right to contact the named client project authorities to verify and validate the information provided in responses to M1.</i></p> <p>M1.1 The Bidder must include three (3) Project Summaries for projects completed by the Bidder within the past five (5) years from RFP closing date.</p> <p>M1.2 Each Project Summary must include the provision of one or more of the following:</p> <ul style="list-style-type: none"> • Research Analysis (RA) (as described in Annex A, Statement of Work, section 6.3.1); • Research Services (RS) (as described in Annex A, Statement of Work, section 6.3.2); • Document Management (DM) (as described in Annex A, Statement of Work, section 6.3.3). <p>M1.3 Each service area (i.e. RA, RS and DM) must be included in at least one (1) of the three (3) project summaries submitted.</p> <p><i>Within each project summary provided, in order to demonstrate the above, the Bidder must indicate (a-f):</i></p> <p><i>a) the Service Area(s) (Research Analysis, Research Services, or Document Management) applicable to the project (to demonstrate M1.2 and M1.3 above);</i></p> <p><i>b) the name of the client organization;</i></p> <p><i>c) a brief description of the scope and complexity of the project (to demonstrate M1.2 above);</i></p> <p><i>d) the dates and duration (in years/months) of the project (for example, November 2012 to June 2013, 8 months) (to demonstrate M1.1 above);</i></p> <p><i>e) a description of the services provided during the project (to demonstrate M1.2 and M1.3 above);</i></p> <p><i>f) The name, title, e-mail address and telephone number of the client project authority able to verify and validate the information provided by the Bidder.</i></p>		<input type="checkbox"/>	<input type="checkbox"/>



Item	Mandatory Technical Criteria	Proposal Reference (Page #)	Reserved for JUS	
			Pass	Fail
M2	<p>Proposed Resources <i>The Bidder must use Table M2 – Proposed Resources to respond to this criterion. The Bidder must provide detailed responses for each of the requirements set out in the Table. The Contractor must copy Table M2 as required for each proposed resource.</i></p> <p>M2.1 The Bidder MUST propose a minimum of three (3) and a maximum of six (6) Resources in each of the four (4) Resource Categories, as follows: 1. Research Analysis (Principal); 2. Research Analysis; 3. Research Services; and 4. Document Management</p> <p>M2.2 The Proposed Resources MUST meet the minimum qualifications for the category in which they are proposed, as described in the Statement of Work, section 8.0. The Bidder MUST have at least one (1) qualified Resource in each Category in order to be compliant. The Bidder MUST clearly indicate start and end date and the duration of projects /experience. The Bidder must demonstrate educational attainments by providing a copy of the proposed resource's degree with the bid.</p> <p>One (1) Resource may qualify in more than one (1) Category above; however, the Bidder MUST include a minimum of three (3) distinct individuals to provide services for the 4 resource categories.</p>		<input type="checkbox"/>	<input type="checkbox"/>
M3	<p>Scenario Analysis</p> <p>M3.0 The Bidder must complete both a research plan (3.1) and database tasks (3.2) in accordance with: <ul style="list-style-type: none"> • Appendix 1 to Annex A - Tombstone Coding Protocol Guide • Appendix 2 to Annex A - Document Scanning • Appendix 1 to Attachment 1 to Part 4 – Scenario Instructions • Appendix 2 to Attachment 1 to Part 4 – Scenario Datasets </p> <p>M3.1 Scenario Response: Research Plan Bidders must submit a response using the Appendix 3 to Annex A – Scenario Instructions.</p> <p>M3.2 Scenario Response: Database Tasks a) In Appendix 4 to Annex A – Scenario Datasets there are ten (10) English public record documents. Bidders MUST submit a response to the “Research Services and Document Management Capabilities” scenario (which includes some RA work). b) Bidders MUST use the attached Appendix 1 to Annex A - Tombstone Coding Protocol Guide as a basis for coding the ten (10) provided documents. In addition, Bidders MUST include an additional field called “Summary” in the database and/or dataset provided. The “Summary” field MUST summarize the key content of the documents in no more than 1 to 2 short, clear sentences. c) Bidders MUST provide completed datasets in a Ringtail 8.6 or later compatible format, either .mdb or data neutral .txt. Excel format is acceptable as long as the excluded characters and other restrictions outlined in Appendix 2 to Annex A - Document Scanning Specifications are adhered to. If the submitted datasets are not compatible with Ringtail 8.6 or later, the bid is considered non-compliant.</p> <p><i>Note: the scenarios presented are entirely fictitious and are meant to provide a measure of the Bidder's ability as a firm to complete a Research Plan and apply Document Management techniques. Any resemblance of the scenarios to actual events, names, or places is entirely unintentional.</i></p>		<input type="checkbox"/>	<input type="checkbox"/>



Table M1 – Project Summary Form			
Bidders may provide additional detail as necessary; however projects submitted MUST contain at least the information required in Mandatory Requirement M1 (a-h). Note that each Service Area MUST be represented across the three (3) Projects the Bidder is proposing to provide services.			
[a] Service Areas:	Research Analysis: <input type="checkbox"/>	Research Services: <input type="checkbox"/>	Document Management: <input type="checkbox"/>
[b] Client Organization			
[c] Project Scope, Complexity*** and Objectives			
[d] Dates/Duration: (in years/months):			
[e] Services Provided during the project			
[f] Summary of the project objectives, needs and issues which necessitated the contribution of the Bidder			
[g] The outcome and results of Bidder's contribution, together with the extent to which the project finished on-time, on-budget and in accordance with the established project goals			
[h] Client Project Authority (to whom the Resource reported)			
Name:			
Title:			
E-mail address:			
Phone Number:			

*** Complexity is defined as high volume document collection where there are short and/or Court imposed timelines, more than 3 parties to the litigation, a timeframe of facts that exceeds 50 years, numerous legal issues and multiple depositories.



Table M2 – Proposed Resources:

Lines or space may be added to these tables as required (e.g. for additional education and work experience). This table must be used for each Resource Proposed.

Research Analysis (Principal)				
Resource Name:				
An undergraduate degree in a relevant discipline including but not limited to history, indigenous studies, or law				
Field of study	Description of Associated Education	Start/End Dates (Month, Year)	Duration (in months)	Reference to CV (Page/Section #)
Full-time professional work experience conducting Research Analysis related activities (other than database research) in the area of Aboriginal relations with the Crown.				
Client Organization	Detailed description of services Provided	Start/End Dates (month, year)	Duration (in months)	Reference to CV

Research Analysis				
Resource Name:				
An undergraduate degree in a relevant discipline including but not limited to history, indigenous studies, or law				
Field of study	Description of Associated Education	Start/End Dates (Month, Year)	Duration (in months)	Reference to CV (Page/Section #)
Full-time professional work experience conducting Research Analysis related activities (other than database research) in the area of Aboriginal relations with the Crown.				
Client Organization	Detailed description of services Provided	Start/End Dates (month, year)	Duration (in months)	Reference to CV

Research Services				
Resource Name:				
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, or law.				
Field of Study	Description of Associated Education	Start/End Dates (Month, Year)	Duration (in months)	Reference to CV (Page/Section #)
Full-time professional work experience conducting Research Analysis related activities (other than database research) in the area of Aboriginal relations with the Crown.				
Client Organization	Detailed description of services Provided	Start/End Dates (month, year)	Duration (in months)	Reference to CV



Document Management				
Resource Name:				
Completion of High School or Equivalent (Date of completion; if equivalency, please describe):				
A minimum of Twelve (12) months of experience conducting Document Management Activities similar to those defined in Annex A, Statement of Work.				
Client Organization	Detailed description of services Provided	Start/End Dates (month, year)	Duration (in months)	Reference to CV



APPENDIX 1 TO ATTACHMENT 1 TO PART 4 – SCENARIO INSTRUCTIONS

1 Scenario: Research Plan

Aboriginal Rights and Title Case

Introduction and Instructions:

The purpose of this exercise is to test the bidder's ability to create a research plan to gather all relevant documents in Canada's possession for an "Aboriginal Rights and Title" 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.

Bidders are asked to draft a Research Plan based on the facts of a fictitious case as provided below.

The Research Plan should identify:

- The scope of the research (time frame and issues);
- Criteria for determining document relevancy (how should 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 (it is not necessary to provide actual file numbers);
- The methodology for reviewing the sources, copying relevant documents; and
- The manner in which work completed will be tracked.

NOTE: Although the names 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 cases

The Case:

Chief Joanne Smith and the Tall Tree First Nation v. The Attorney General of Canada et al.

Factual Summary:

Chief Joanne Smith, on her own behalf and as representative of the Tall Tree First Nation, filed a Statement of Claim in the Alberta Court of Queen's Bench on February 8, 2015. The following allegations have been made:

1. The Tall Tree First Nation claims Aboriginal title to 5000 acres of land located in Southern Alberta, and Aboriginal rights to fish and to gather water fowl;
2. The Tall Tree First Nation alleges exclusive use and occupation of the claimed land at the date of the assertion of sovereignty (1860), and historic practices – at the date of contact (1750) – of fishing in the Little Shrub River for food, social, and ceremonial purposes, and of gathering harlequin ducks;
3. In 1890, the ancestors of the Tall Tree First Nation (an Aboriginal group known as the Opprinneleg) established a village at a location 50 miles from the claim area;
4. 4,000 acres of the claimed land is terrestrial, the remaining 1,000 acres is comprised of submerged lands;
5. Fee simple ownership of the claimed lands is split between the federal and provincial Crowns, the City of Lancaster, and numerous private land owners;
6. The grants of fee simple title to the claimed lands were made by the Province of Alberta;
7. An irrigation dam on the Little Shrub River, built in the early 1950s, is currently operated by a federal Crown agency (the Crown Dam Corporation) within the claim area;
8. In addition to creating a reservoir on the claimed lands (the 1,000 acres of submerged lands referred to above), the dam has caused flooding on a portion of the claimed lands;
9. It is alleged that the grants of fee simple title to the claimed lands have unjustifiably infringed the Tall Tree First Nation's Aboriginal title.
10. It is further alleged that the creation of the dam reservoir and the subsequent flooding of adjacent lands, has unjustifiably infringed the Tall Tree First Nation's rights and title by preventing the Tall Tree First Nation from using and occupying the claimed lands, from fishing for food, social, and ceremonial purposes on the Little Shrub River, and from gathering water fowl in the claim area;



11. It is also alleged that federal authorizations in the claim area have destroyed fish habitat and the nesting grounds of harlequin ducks – and have thereby unjustifiably infringed the Tall Tree First Nation's fishing and gathering rights;
12. The Tall Tree Indian Band seeks:
 - a. A declaration of Aboriginal title to the 5000 acres of claimed land;
 - b. A declaration of an Aboriginal right to fish for food, social, and ceremonial purposes on the Little Shrub River, and an Aboriginal right to gather water fowl in the claim area;
 - c. That the Crown grants of fee simple title have unjustifiably infringed the Tall Tree First Nation's Aboriginal title, and that the Crown grants are invalid either in whole or in part;
 - d. That the construction and operation of the irrigation dam, and the flooding of the claim area caused by the operation of the irrigation dam, have unjustifiably infringed the Tall Tree First Nation's rights and title;
 - e. That federal authorizations of the destruction of fish habitat and nesting grounds have unjustifiably infringed the Tall Tree First Nation's fishing and gathering rights;
 - f. Damages in the amount of 500 million dollars for the unjustified infringements of the Tall Tree First Nation's rights and title.

2 SCENARIO – Database Tasks:

Introduction and Instructions

The purpose of this exercise is to test the bidder's ability to create a code and create a database and to summarize the ten documents provided. The resulting database will assist the Justice litigator in preparing Canada's defence and will ensure Canada meets its legal obligation to disclose all relevant documents. The documents must be coded with no more than a 1% error rate. Summaries should reflect the core content of the document.

Bidders are asked to read and process the document set provided according to

- A. The attached Appendix 4 to Annex A – Scenario Datasets
- B. The attached Appendix 1 to Annex A - Tombstone Coding Protocol Guide
- C. Summarize the key content of the documents into NO MORE than 1-2 short, clear sentences. These summaries must be included as an additional field called "Summary" in the database/and or data set provide

This database MUST be provided to the client in a Ringtail 8.6 or later compatible format, i.e., mdb or date neutral .txt format. This may, when directed in the contract be provided in excel format as long as the excluded characters and other restrictions outlined in Appendix 1 to Annex A - Tombstone Coding Protocol Guide are adhered to.



APPENDIX 2 TO ATTACHMENT 1 TO PART 4 – SCENARIO DATASETS

REFER TO THE SEPARATE ATTACHMENT LABELLED APPENDIX 2 TO ATTACHMENT 1 TO PART 4 – SCENARIO DATASET



ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION - PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

The rates specified below, when quoted by the Bidder, includes any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- (a) all travel and living expenses for work performed within the Vancouver Metropolitan Area (VMA) AND the National Capital Region (NCR).

The VMA is defined as:

- i. Bounded on the west by the Strait of Georgia, on the south by the USA border and by a north-south line from Lions Bay to Abbotsford.
- ii. The VMA is comprised of the following municipalities:

1. Burnaby	7. North Vancouver	12. Surrey
2. Coquitlam	8. Pitt Meadows	13. Tsawwassen
3. Delta	9. Port Coquitlam	14. Vancouver
4. Langley	10. Port Moody	15. West Vancouver
5. Maple Ridge	11. Richmond	16. White Rock
6. New Westminster		

The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. The *National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/>;

- (b) any travel expenses for travel between the Bidder’s place of business and the VMA or NCR; and
- (c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

A	B	C = A x B
FIRM UNIT RATE (in Cdn \$)	LEVEL OF SERVICES (estimated)	TOTAL (in Cdn \$)

1 Period 1: 01-April-2019 to 31-March-2021				
1a	Research Analysis Services (Principal) PER HOUR	\$	2,500 Hours	\$
1b	Research Analysis Services PER HOUR	\$	2,500 Hours	\$
1c	Research Services PER HOUR	\$	5,000 Hours	\$
1d	Document Management Services PER HOUR	\$	5,000 Hours	\$
1e	Objective Coding Services PER DOCUMENT	\$	200,000 Documents	\$
Total Period 1:				\$



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.3 Additional Certifications

Bidders must submit *Attachment 4 to Part 5 – Additional Certifications* as part of their bid.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "*FCP Limited Eligibility to Bid*" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website

(<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "*FCP Limited Eligibility to Bid*" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "*FCP Limited Eligibility to Bid*" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed *Attachment 2 to Part 5 - Federal Contractors Program for Employment Equity - Certification*, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed *Attachment 2 to Part 5 - Federal Contractors Program for Employment Equity - Certification*, for each member of the Joint Venture.

5.2.3 Former Public Servant

A duly completed *Attachment 1 to Part 5 - Information on Former Canadian Public Servant* should be completed and submitted with the bid but may be submitted afterwards. If not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame specified will render the bid non-responsive.



ATTACHMENT 1 TO PART 5 – INFORMATION ON FORMER CANADIAN PUBLIC SERVANT

Former Public Servant

A duly completed **Attachment 1 to Part 5 - Information on Former Canadian Public Servant** should be completed and submitted with the bid but may be submitted afterwards. If not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame specified will render the bid non-responsive.

Former Public Servant – Competitive Bid

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid non-responsive.

A. 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.

B. Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes No

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with *Contracting Policy Notice: 2012-2* and the *Guidelines on the Proactive Disclosure of Contracts*.

C. Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes No

If so, the Bidder 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:

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



ATTACHMENT 2 TO PART 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

Federal Contractors Program for Employment Equity

The Bidder must submit a duly completed *Attachment 2 to Part 5 - Federal Contractors Program for Employment Equity - Certification*, as part of their bid.

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

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) – Labour's website. (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml).

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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



ATTACHMENT 3 TO PART 5 – ADDITIONAL CERTIFICATIONS

Additional Certifications

Bidders must submit *Attachment 4 to Part 5 - Additional Certifications* as part of their bid.

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

A. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting 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 Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder 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 Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

B. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

6.1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in *Part 7 - Resulting Contract Clauses*;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in *Part 7 - Resulting Contract Clauses*;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirements as indicated in *Part 7 - Resulting Contract Clauses*;
- (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in *Part 3 – Bid Preparation Instructions, Section IV: Additional Information*.

6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

6.1.3 For additional information on security requirements, bidders should refer to the [Contract Security Program](#) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

CONTRACT SPECIFICATIONS

1. STATEMENT OF WORK

The Contractor must perform the Work in accordance with the Statement of Work at Annex A

1.2 TASK AUTHORIZATION

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1.2.1 Task Authorization Process

The Project / Technical Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex E.

The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

The Contractor must provide the Project / Technical Authority, within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

The Contractor must not commence work until a TA authorized by the Project / Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.2.2 Task Authorization Limit

The Project / Technical Authority may authorize individual task authorizations up to a limit of \$_____ (*insert amount*), Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

1.2.4 Minimum Work Guarantee - All the Work - Task Authorizations

1.2.4.1 In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means _____ (*insert the applicable percentage of the Maximum Contract Value or a fixed dollar amount*).

1.2.4.2 Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 1.2.4.3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

1.2.4.3 In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

1.2.4.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

1.2.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.



The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

1.2.5.1 Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

2 STANDARD CLAUSES AND CONDITIONS

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

2.1 GENERAL CONDITIONS

The *2035 General Conditions - Higher Complexity - Services (2018-06-21)*, apply to and form part of the Contract.

3. SECURITY REQUIREMENTS

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

- i. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, with approved Document Safeguarding at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- ii. The Contractor/Offeror personnel requiring access to **PROTECTED B** information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by the CISD/PWGSC.
- iii. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **SECRET**.
- iv. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- v. The Contractor/Offeror must comply with the provisions of the:
 - 1. Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - 2. *Industrial Security Manual* (Latest Edition).



3.1.1 Contractor's Sites or Premises Requiring Safeguard Measures

Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor'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

3.1.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

4. TERM OF CONTRACT

4.1 PERIOD OF THE CONTRACT

The period of the Contract is from date of Contract to March 31, 2021 inclusive.

5. AUTHORITIES AND SPECIFIC PERSONS

5.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

- Name: Jeff Williams
- Title: Senior Contracting & Materiel Officer
- Department of Justice Canada
- Finance and Planning Branch
- Address: 900-840 Howe Street, Vancouver B.C. V6Z 2S9
- Telephone: 604-220-9196
- E-mail address: Jeff.Williams@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 PROJECT / TECHNICAL AUTHORITY (TO BE INSERTED AT CONTRACT AWARD)

The Project / Technical Authority for the Contract is:

- Name: _____
- Title: _____
- Department of Justice
- Directorate: _____
- Address: _____
- Telephone: ___ - ___ - _____
- Facsimile: ___ - ___ - _____
- E-mail address: _____

The Project / Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project / Technical Authority, however the Project / Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 CONTRACTOR'S REPRESENTATIVE (TO BE INSERTED AT CONTRACT AWARD)

- Name: _____
- Title: _____
- Organization: _____



Address: _____
Telephone: ___ - ___ - ___
Facsimile: ___ - ___ - ___
E-mail address: _____

5.4 INSPECTION AND ACCEPTANCE

The Project / Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

5.5 SPECIFIC PERSONS

The Contractor must provide the services of the following persons to perform the Work as stated in the Contract:

RESOURCE CATEGORY	NAMES OF PERSONS
Research Analysis (Principal)	
Research Analysis	
Research Services	
Document Management	

(NAMES OF PERSONS TO BE INSERTED AT TIME OF CONTRACT AWARD)

6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

7. PAYMENT

7.1 BASIS OF PAYMENT

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

7.2 LIMITATION OF EXPENDITURE - CUMULATIVE TOTAL OF ALL TASK AUTHORIZATIONS

- A. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ **TO BE INSERTED AT CONTRACT AWARD** . Customs duties are included and Applicable Taxes are extra.
- B. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- C. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- D. 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.



7.3 PRE-AUTHORIZED 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 and private vehicle expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

All payments are subject to government audit.

Estimated Cost: \$ **TO BE INSERTED AT CONTRACT AWARD** .

7.3.1 Canada will not accept any travel and living expenses for:

(a) Work performed within the Vancouver Metropolitan Area (VMA)

The VMA is defined as:

- I Bounded on the west by the Strait of Georgia, on the south by the USA border and by a north-south line from Lions Bay to Abbotsford.
- II The VMA is comprised of the following municipalities:

1. Burnaby	2. Coquitlam	3. Delta	4. Langley
5. Maple Ridge	6. New Westminster	7. North Vancouver	8. Pitt Meadows
9. Port Coquitlam	10. Port Moody	11. Richmond	12. Surrey
13. Tsawwassen	14. Vancouver	15. West Vancouver	16. White Rock

(b) Work performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. The *National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/>;

(c) Any travel between the Contractor's place of business and the VMA or NCR; and

(d) Any relocation of resources required to satisfy the terms of the Contract.

These expenses are included in the firm rates or firm price(s) specified in Annex B, *Basis of Payment*.

7.4 METHOD OF PAYMENT

7.4.1 Monthly Payment

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

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

7.4.2 Payment by Direct Deposit

Payments by direct deposit will be subject to section 16, *Payment Period* and section 17, *Interest on Overdue Accounts*, set out in 2035 General Conditions - Higher Complexity - Services (2018-06-21) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the *Direct Deposit Enrolment Form* (separate forms are available for Canadian and United States vendors). The form can be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their *Direct Deposit Enrolment Form* is up to date. Should the Contractor's information within the *Direct Deposit Enrolment Form* not be accurate or up to date, the provisions identified herein under section 16, *Payment Period* and section 17, *Interest on Overdue Accounts*, set out in 2035 General Conditions - Higher Complexity - Services (2018-06-21) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.4.3 Cost Submission - Limitation of Expenditure or Ceiling Price



If requested by the Contracting Authority or auditor designated by the Contracting Authority, the Contractor must submit to the Contracting Authority or the auditor as applicable, a cost submission, upon completion of the Contract or annually for multi-year contracts spanning more than one contractor fiscal year.

The cost submission must contain a breakdown of all applicable cost elements as detailed in the Contract and must be signed and certified accurate by the Contractor's Senior Financial Officer, unless stated otherwise in writing.

Supporting information for each cost element must be available in sufficient detail to allow for an in-depth audit.

7.4.4 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
- d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

8 INVOICING INSTRUCTIONS

8.1 The Contractor must submit invoices in accordance with the section entitled "*Invoice Submission*" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.

Each invoice must be supported by:

- a) a copy of the release document and any other documents as specified in the Contract;
- b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

8.2 Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the following address for certification and payment.

TO BE INSERTED AT CONTRACT AWARD

9 CERTIFICATIONS AND ADDITIONAL INFORMATION

9.1 COMPLIANCE

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

9.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.



10 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in (TO BE INSERTED AT CONTRACT AWARD)

11 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 Articles of Agreement;
- (b) the *2035 General Conditions - Higher Complexity - Services (2018-06-21)*;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated TO BE INSERTED AT CONTRACT AWARD.

12 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

13 INSURANCE- NO SPECIFIC REQUIREMENT

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

14. DISPUTE RESOLUTION FOR CANADIAN CONTRACTORS

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle.

If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the [Department of Public Work and Government Services Act](#) and Section 23 of the [Procurement Ombudsman Regulations](#).

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

15. COMPLAINTS BY CANADIAN CONTRACTORS WITH RESPECT TO THE ADMINISTRATION OF THE CONTRACT

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the [Department of Public Work and Government Services Act](#) will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the [Department of Public Work and Government Services Act](#) and Sections 15 and 16 of the [Procurement Ombudsman Regulations](#) have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.



ANNEX A
STATEMENT OF WORK

1.0 TITLE

Department of Justice Canada – Litigation Research Analysis, Litigation Research Services and Document Management Services

2.0 BACKGROUND

- 2.1 The Department of Justice Canada (JUS) on behalf of various other governmental departments has the primary responsibility for meeting on-going litigation document disclosures.
- 2.2 JUS develops and coordinates in conjunction with various other governmental departments technical issues and legal positions related to litigation for and against the Crown.
- 2.3 Litigation cases are broad-ranging and may involve various sectors and departments. JUS, in the delivery of its responsibilities, 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 client department program personnel, and various professionals within departmental related fields.

3.0 OBJECTIVE

- 3.1 The Contractor must undertake research in the Vancouver Metropolitan Area and the National Capital Region:
- 3.2 The Contractor must perform the following services, as and when requested by the Project / Technical Authority:
 - 3.2.1 Provide research analysis and writing required to ensure that a complete evidentiary records is compiled for use in litigation or litigation related activities;
 - 3.2.2 Plan, manage and direct research projects and teams; and
 - 3.2.3 Conduct primary and secondary research to identify, collect, summarize and extract information from documents related to on-going litigation and to create document collections compatible for import into Ringtail 8.6 document databases, bibliographies, reports, file summaries, map/survey collections and provide other related research services.
- 3.3 The Contractor must provide services in all three (3) of the following service areas:
 - 3.3.1 Research Analysis;
 - 3.3.2 Research Services; and
 - 3.3.3 Document Management Services.

4.0 DEFINITIONS AND APPLICABLE DOCUMENTS

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

<u>Term</u>	<u>Definition</u>
DM	Document Management
RA	Research Analysis
RS	Research Services

- 4.2 The following documents provide guidance for the provision of Litigation Research Analysis, Litigation Research Services and Document Management Services for JUS. The Contractor must conform to and maintain working knowledge of the following and all amendments thereto:
 - 4.2.1 Appendix 1 to Annex A - Tombstone Coding Protocol Guide;
 - 4.2.2 Appendix 2 to Annex A - Document Scanning Specifications.



5.0 BUSINESS AND TECHNICAL ENVIRONMENT

5.1 Business Environment

5.1.1 JUS's BCRO office located in Vancouver, British Columbia and NCR office located in Ottawa, Ontario. JUS operates within a standard office environment.

5.1.2 JUS's regular operating hours are Monday to Friday 8 a.m. to 5 p.m., local time, excluding statutory and government holidays.

5.2 Technical Environment

5.2.1 JUS's current desktop software is Microsoft Office 2013

5.2.2 JUS's current database software is Ringtail 8.6.

6.0 SCOPE OF WORK

6.1 The Contractor, in consultation with JUS, must conduct a preliminary review of finding aids to identify files at all repositories, prepare a research plan to review and collect the potentially relevant documents from all identified repositories, code the documents and then provide them to JUS in a data neutral format for import into Ringtail.

6.2 The Contractor must perform all work in conformity with the instructions issued by the Project / Technical Authority, as described within the Contract and issued Task Authorisations (TA).

6.3 TASKS (by Service Area)

6.3.1 Research Analysis (RA)

The Contractor must carry out the Research Analysis activities described below, as and when requested by the Project / Technical Authority, and as may be further specified in a TA:

- RA-1. Review and analyse the statements of claim, statements of defence and other court documents to identify all factual and policy issues relevant to the litigation;
- RA-2. Prepare a research plan for review and acceptance by the Project / Technical Authority. The plan must 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;
- RA-4. Identify relevant primary and secondary sources, files/reels/electronic data and specific materials to be reviewed for the purposes of the litigation;
- RA-5. Conduct analysis on all relevant primary and secondary sources in the context of the litigation and the impact on the position of the Crown. This must be done in consultation with legal counsel and the Project / Technical Authority;
- RA-6. Prepare analytical research reports and analysis of the facts, based on analyses of the collected documents, and any other criteria/methodologies required by the Project / Technical Authority;
- RA-7. Prepare briefing materials on issues related to the litigation for the Project / Technical Authority;
- RA-8. Lead research teams in the planning, management and quality assurance of research, and coordinate activities of research teams;
- RA-9. Assist legal counsel in the preparation of examination for discovery proceedings;
- RA-10. Assist legal counsel in preparing questions, or drafting answers to questions, asked by way of interrogatories or as undertakings from examinations for discovery;
- RA-11. Participate in meetings with the Project / Technical Authority and legal counsel to provide briefings and discuss research strategies;
- RA-12. Prepare analytical status reports summarizing the effectiveness of the research approach adopted, problems encountered, unanticipated discoveries and/or the progress of the work of individuals or the team being managed.
- RA-13. Develop background material and be prepared to answer questions and suggest further sources and avenues for all research activities relevant to the litigation;
- RA-14. Coordinate research activities related to the database system; and
- RA-15. Perform other Research Analysis functions, as requested by the Project / Technical Authority.



6.3.2 **Research Services (RS)**

The Contractor must carry out the Research Services activities described below, as and when requested by the Project / Technical Authority, and as may be further specified in a TA:

- RS-1. Review/read identify departmental files, archival files and/or other primary and secondary source materials to identify relevant documents and information;
- RS-2. Review/read various federal government electronic files or computerized information systems to identify relevant documents and information. Applicable systems include, but are not limited to, Community Profiles, Registration System, 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 importable format;
- RS-5. Prepare summaries of each document identified as relevant and enter document summaries, research results, researchers' remarks, and other data elements, including general coding, identified by the Project / Technical Authority into a database importable format;
- RS-6. Transcribe and produce legible copies of illegible documents;
- RS-7. Review documents and assign established issue codes according to given scope notes, parameters, and terms of reference and/or instructions by the Project / Technical Authority;
- RS-8. Suggest or recommend individuals with key knowledge of the litigation issues who may be of assistance to the Project / Technical Authority or legal counsel;
- RS-9. Attend meetings and prepare regular status reports on the progress of the work and milestones achieved in the work done to date; and
- RS-10. Perform other Research Services functions, as requested by the Project / Technical Authority.

6.3.3 **Document Management (DM)**

The Contractor must carry out the Document Management activities described below, as and when requested by the Project / Technical Authority, and as may be further specified in a TA:

- DM-1. Photocopy, print, label, number, bind, and otherwise process documents to be organized into collections, either for court production or for general document collections;
- DM-2. Organize, sort and otherwise compile document sets, in one or both of traditional paper-based or electronic format;
- DM-3. Perform Data Entry of specified tombstone data from the documents provided (either paper-based or electronic) into the fields specified by the Project / Technical Authority to be imported/ loaded into Ringtail 8.6 (reference Appendix 1 to Annex A - Tombstone Coding Protocol Guide)
- DM-4. Complete data entry of fields identified by Project / Technical Authority only if they appear in the document (no assumptions are to be made);
- DM-5. Flag documents requiring further interpretation in the Document Problems (or similar field as directed) and set aside for review by the Project / Technical Authority;
- DM-6. Scan documents in a manner that is consistent with scanning protocol as provided by the Project / Technical Authority (reference Appendix 2 to Annex A - Document Scanning Specifications);
- DM-7. Perform quality control of scanned images; and
- DM-8. Perform other Document Management functions, as requested by the Project / Technical Authority.
- DM-9. Perform Document Management Activities:

The Contractor shall assist in processing of electronic information to create electronic document sets based on predetermined parameters, and using JUS approved document harvesting software.

7.0 **DELIVERABLES**

- 7.1 The Contractor must provide all written material in hard and/or soft copy as requested by the Project / Technical Authority and prepare in accordance with the instructions provided by the Project / Technical Authority. Unless otherwise specified, the Contractor must provide the soft copy in the current version of the JUS's approved desktop software (currently PC-based Microsoft Office Suite 2013). The Contractor



must provide all documents in electronic copy in a format compatible with the current version of JUS's approved litigation case management software (currently Ringtail 8.6).

- 7.2 In accordance with the activities defined in 6.0 'Scope of Work' and the specific requirements of any issued TA, the Contractor must submit the following to the Project / Technical Authority:
 - 7.2.1 A research report and an indexed compilation of documents relied upon to accompany such report, prepared in accordance with RA-6;
 - 7.2.2 Background documentation, updates and briefing materials, in accordance with RA-7 and RA-13;
 - 7.2.3 Analytical status reports, in accordance with RA-12;
 - 7.2.4 A compilation of all relevant documentation, which has been reviewed, annotated, and summarized, in accordance with RS-4, RS-5, and RS-6;
 - 7.2.5 File summaries (records researched), in accordance with RS-4;
 - 7.2.6 Document set(s) which have been copied, organized, labelled and otherwise processed, in accordance with DM-1 and DM-2;
 - 7.2.7 Document set(s) which have been scanned in accordance with DM-6;
 - 7.2.8 Electronic document sets as a result of any related DM activities;
 - 7.2.9 Any other documents, reports, or analyses developed, or other deliverables related to the Scope of Work herein, as described in the Contract or an issued TA;
 - 7.2.10 Deliverables Associated with Electronic Services:
 - The Contractor must provide, as indicated in the Contract or an issued TA:
 - a) Electronic datasets or other deliverables in accordance with DM-09.
- 7.3 All Deliverables must be in hard-copy, electronic, or both, as requested and identified by the Project / Technical Authority in the Contract or an issued TA. Any and all electronic deliverables must comply with the departmental software standards as identified in 5.2, above.

8.0 RESOURCE REQUIREMENTS

- 8.1 The Contractor must provide Resources in the following Categories for the provision of services related to the Work as specified in the Contract and issued TAs.
 - 8.1.1 The Resource Categories are tiered, such that a resource qualified in Research Analysis (Principal) will be permitted to conduct work as any of the other Resource Categories; a Resource qualified in Research Analysis will be permitted to conduct work in Research Services or Document Management; and a Resource qualified in Research Services will be permitted to conduct work only in Document Management.

Resource Category	Minimum Resource Qualifications
Research Analysis (Principal)	<ul style="list-style-type: none"> • An undergraduate degree in relevant discipline including but not limited to History, native studies or law; and • Minimum thirty-six (36) months 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. <p>OR</p> <ul style="list-style-type: none"> • Minimum sixty (60) months 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. <p>** The professional work experience must include some experience in all of RA-4, RA-5, RA-6, RA-7, RA-12, RA-13 and RA-16</p>
Research Analysis	<ul style="list-style-type: none"> • An undergraduate degree in a relevant discipline including but not limited to history, native studies, or law; and • Minimum twelve (12) months of full-time professional work experience (within the last 10 years) conducting Research Analysis related activities (other than the database research) as define in the Statement of Work.



	<p>OR</p> <ul style="list-style-type: none"> • Minimum forty-eight (48) months 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.
Research Services	<ul style="list-style-type: none"> • Minimum two (2) years or four (4) completed semesters of full-time, post-secondary education in a relevant discipline such as but not necessarily limited to history, native studies, or law; and • Minimum Four (4) months 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 Aboriginal relations with the Crown. This includes, but is not limited to, Aboriginal grievances, Aboriginal litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools. <p>OR</p> <ul style="list-style-type: none"> • Twenty-four (24) months of full-time professional work experience**; and • (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 Aboriginal relations with the Crown. This includes, but is not limited to, Aboriginal grievances, Aboriginal litigation, specific claims, comprehensive claims, treaty negotiations, and claims related to Indian residential schools. <p>** The professional work experience must include some experience in all of RS-1, RS-2, RS-3, RS-4, RS-5, RS-6, RS-7, RS-8 and RS-11.</p>
Document Management	<ul style="list-style-type: none"> • Successful completion of high school or equivalent; and • Four (4) months' work experience in conducting Document Management activities similar to those described herein.

8.2 Additional Resources

8.2.1 If and when requested by the Project / Technical Authority, resources additional to those named in the Contract and issued TAs will be evaluated and qualified at JUS's discretion, on the basis of the minimum resource qualifications as described in 8.1.1

9.0 **PERFORMANCE STANDARDS AND QUALITY ASSURANCE**

9.1 The Contractor must ensure the provision of content knowledge appropriate for Research Analysis, Research Services, and Document Management Services as described herein and in the scope of work, and should 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 must, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:

9.2.1 Efficient time management is of utmost importance to JUS's Research Analysis, Research Services, and Document Management Services. At the issuance of each TA, JUS 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 Contract and the issued TAs. The Contractor must deliver the services by the deadlines established by the JUS Project / Technical Authority, as specified within the issued TA. Every effort shall be made by JUS to provide the Contractor with reasonable deadlines.

9.2.2 In addition, there is an inherent Quality Assurance Standard associated with any issued TA. The Contractor must apply a rigorous Quality Assurance methodology to ensure the accuracy and quality of all deliverables and services provided.

9.3 The Contractor must supply all of its own tools, facilities, equipment, and software required for completion of the work, unless otherwise directed by the Project / Technical Authority.

9.4 The Contractor must ensure that all resources deployed in the provision of services under any issued TA, are properly trained and qualified to fulfill their responsibilities.

10.0 **REPORTING REQUIREMENTS**



- 10.1 It is the responsibility of the Contractor to facilitate and maintain regular communication with the JUS Project / Technical Authority regarding the progress of work completed under any issued TA.
- 10.2 Upon request from the JUS Project / Technical Authority, the Contractor must provide ad hoc written or oral status updates relating to any work in progress under any issued TA.
- 10.3 In addition, the Contractor must immediately notify the Project / Technical 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 issued TA.
- 10.4 Any written reports provided must be in JUS's standard software, and may include e-mails, MS Word, or MS Excel, as appropriate.

11.0 RISKS AND CONSTRAINTS

- 11.1 The Work under an issued TA must be completed within a strict timeline as per specified in the TA. 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 must therefore be handled as per the instructions of the Project / Technical Authority.
- 11.3 The Contractor must not contact plaintiffs/claimants, their legal counsel or researchers unless such contact is first approved by the Project / Technical Authority.

12.0 CONTRACTOR RESPONSIBILITIES

- 12.1 In fulfilling the terms and conditions of the Contract and issued TAs the Contractor agrees to:
 - 12.1.1 Be available to provide services under the Contract and issued TAs within the business hours defined in 5.1.2, above.
 - 12.1.2 Provide a mutually agreed-upon principal Point of Contact for the Contractor, who will be actively involved in, and responsible for, all activities undertaken;
 - 12.1.3 Provide a work plan and schedule prior to the commencement of work under the Contract and issued TAs, as required by the Project / Technical Authority;
 - 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 / Technical Authority; and
 - 12.1.7 As required, liaise with the JUS Project / Technical Authority and any stakeholders identified by the JUS Project / Technical Authority for meetings, project review and other related project management activities.

13.0 DEPARTMENTAL SUPPORT

- 13.1 As required for the completion of work under the Contract, JUS will provide:
 - 13.1.1 Access to the Project / Technical Authority and/or other 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 Department premises; to research databases; and to meet with departmental subject matter experts and other personnel. JUS will also facilitate cooperation with other sector and regional 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.

14.0 LOCATION OF WORK AND TRAVEL

- 14.1 The location of work will be specified by JUS. The Contractor will be required to conduct work within the location for which it has qualified, as specified in the Contract, which may be any one (1) of the following Regions:
 - 14.1.1 The National Capital Region (NCR);
 - 14.1.2 Vancouver Metropolitan Area (VMA).



- 14.2 When required, the Contractor is responsible for all costs related to their Resources' personal expenses within the Vancouver Metropolitan Area (VMA) and the National Capital Region (NCR), including the cost of travel between their place of business and the local departmental office, regardless of the location of the Resources conducting the work. No expenses will be reimbursed for any required travel between locations in the Vancouver Metropolitan Area (VMA), National Capital Region and the Contractor's place of business.
- 14.3 There may be the occasional requirement for Contractor to travel to locations outside of the Vancouver Metropolitan Area (VMA) or National Capital Region (NCR), as specified in issued TAs. If required, any travel must be pre-authorized in advance by the Project / Technical Authority and undertaken in accordance with the National Joint Council Travel Directive. The Contractor will be reimbursed for previously authorized travel, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- 14.3.1 Note that issuance of a TA in which Travel is anticipated is not in itself authorization for travel. After the issuance of any TA in which travel is required, the Project / Technical Authority will issue a specific written authorization to travel, including specific travel parameters, dates and location(s). The Contractor must submit travel estimates for pre-approval.

15.0 LANGUAGE OF WORK

The resources must provide services and deliverables, in English, at or above the proficiency levels indicated below:

Oral Proficiency	3+	General Professional Proficiency, Plus	Able to use the language to satisfy professional needs in a wide range of sophisticated and demanding tasks. Operates at level 4 most of the time, but cannot sustain the performance across a variety of topics. Understanding is complete, including idioms, nuances, register shifts and humour or irony. Often matches a native speaker's strategic and organizational abilities. Basic and complex structures are fully controlled except for an occasional error in low-frequency structures. There are no patterned errors.
Reading Proficiency	3+	General Professional Proficiency, Plus	Able to read with facility and appreciate a wide variety of texts as well as those pertinent to professional needs. Has a broad active general, specialized and abstract vocabulary. Able to comprehend many sociolinguistic and cultural references, as well as a considerable range of complex structures, low-frequency idioms, and connotations. However, accuracy is not complete, and here again some nuances and subtleties may escape the reader.
Writing Proficiency	3+	General Professional Proficiency, Plus	Able to write in a variety of prose styles pertinent to general, social and professional needs. Good control of basic and complex structures, all verb tenses and tense sequence, morphology, syntax and punctuation. Usually uses cohesive devices well, but variety is limited. May not be able to express nuances or subtleties very well, nor tailor language to audience.

The descriptions associated with the language proficiency levels can be found at the following website:
http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng

16.0 ENVIRONMENTAL CONSIDERATIONS

As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Therefore, the Department of Justice encourages product/service Contractors to improve their operations to reduce their negative impact on the environment.

16..1 ENVIRONMENTAL PROPERTIES BEHAVIOUR RECOMMENDED

16.1.1 Paper consumption:

- Provide and transmit draft reports and final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project / Technical Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainable managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).

16.1.2 Use of teleconference and public transit



Project / Technical Authority and the Contractor are encouraged to

- use video and/or teleconferencing where possible to cut down unnecessary travel.
- Project / Technical Authority and the Contractor are encouraged to Use of public transit where feasible.



APPENDIX 1 TO ANNEX A - TOMBSTONE CODING PROTOCOL GUIDE

1.0 Requirements

- 1.1 This document is specific to Department of Justice (the "JUS") requirements for field information (objective coding and extracted metadata) and will be confirmed and/or amended on a project-by-project basis..
- 1.2 The Contract will dictate the fields required for each project and how they are to be delivered in context of core imaging an processing requirements and coding-level options (e.g Basic Coding, Standard Coding, Per-field coding, and/or Batch coding) available through the statement of Work
- 1.3 All field information must be captured so that it can be provided to the JUS in a Ringtail 8.6 Export. mdb or .txt
- 1.4 The JUS reserves the right to amend these specifications over the course of the Contract to ensure that they remain consistent with Ringtail 8.6 requirements and The JUS Litigation requirements.

2.0 Field Characteristics

- 2.1 To ensure compatibility with Ringtail 8.6, field information must be captured in accordance with specifications of the following field types:
 - a) **Date:** Populated with a full date value in the DD-MMM-YYYY format, or left blank; cannot contain partial date values (e.g. month and year only) or any text characters.
 - b) **Boolean:** Populated with a 'Yes' or 'No' value, or left blank.
 - c) **Text:** Populated with up to up to 255 alphanumeric characters, or left blank.
 - d) **UText:** Populated with up to up to 255 alphanumeric characters, or left blank;
 - e) **Memo:** Populated with limitless alphanumeric data, or left blank;
 - f) **UMemo:** Populated with limitless alphanumeric data, or left blank;
 - g) **Pick List:** Populated with one or several controlled values, or left blank. Value strings should not exceed 255 characters
 - h) **Number:** Populated with integers (e.g. 7, 21, -24) or real numbers (e.g. 3.14159) or left blank

3.0 Limitations:

- 3.1 Captured field values must not contain html tags, tabs, standard delimiters, text qualifiers, or hard carriage returns.
- 3.2 Some (but not all) fields can contain more than one value:
 - a) When '(1:1)' is specified, the field can contain only one field value entry for the corresponding Document ID (a one to one relationship).
 - b) When '(1:M)' is specified, the field can contain multiple field value entries for the corresponding Document ID (a one to many relationship)
- 3.3 Systems and processes employed for capturing, generating, and exporting field information must be fully Unicode compliant.

4.0 Requirements

- 4.1 The JUS requires the controlled and accurate capture and alignment of field information (objectively coded values as well as extracted metadata). It is crucial that deliverables be produced exactly as confirmed/specified by the Contract, including the correct, consistent naming of fields and indication of field type.
- 4.2 When the standard field requirements indicate that a field value is "Mandatory", the Contractor must ensure that an appropriate value is captured for every processed record included in the deliverables (null values for those fields will not be accepted).

5.0 Core Field Requirement

	Field	Type	Size	Specifications
5.0	Document_ID	Text(1:1)	255	Mandatory
5.1	Host_Reference	Text(1:1)	255	Value is used by Ringtail 8.6 to cross-reference Source/Attachment relationships.(1) For HCR, reference the Document ID of the Source document per PDS, or leave blank when there is no related Source document.(2) For ESI, applies to source/attachment relationships for some types of ESI (e.g. e-mail messages with attachments, contents of archive/container files, etc.); leave blank when there is no related Source document.
5.2	Cover_Date	Date(1:1)	11	Capture the date of the document in DD-MMM-YYYY format, or leave blank if the document is undated.
		AND		
		Text (1:1)	255	Populated with a full date value in the YYYY/MM/DD format, or left blank; may contain partial date values (e.g. month and year only) or any text characters.



5.3	Document_Date	Date(1:1) AND Text (1:1)	11 255	Capture the date of the document in DD-MMM-YYYY format, or leave blank if the document is undated. Populated with a full date value in the YYYY/MM/DD format, or left blank; may contain partial date values (e.g. month and year only) or any text characters.
5.4	Estimated	Boolean (1:1)	3	Indicate 'Yes' if the Document_Date value is based on a partial/pre-1753/multi/questionable date, indicate 'No' if the full Document_Date is known, or leave blank
5.5	Document_Type	Pick List (1:1)	255	Mandatory Categorize the document against a standardized list of document types (e.g. Letter, Memorandum, etc.)
5.6	Title	Text (1:1)	255	Capture verbatim title, subject, or reference line of the document, separating multiple lines of data with hyphens (-), or leave blank if document does not have an evident title. Do not code value based on first line/paragraph of the document.
5.7	Title_full	Memo (1:1)	64k	When applicable capture the full Title value if it is in excess of 255 characters; the first 255 characters of text must still be captured in the main Title field
5.8	Person's & Organizations – BCC	Text (1:M)	255	Capture names of persons/organisations BCC'd on printed email documents. When facing multiple values, code at least the first 10 values and include 'Multiple' as an entry.
5.9	Person's & Organizations – BCC	Text (1:M)	255	Capture names of persons/organisations CC'd on printed email documents. When facing multiple values, code at least the first 10 values and include 'Multiple' as an entry.
5.10	Person's & Organizations – From	Text (1:M)	255	Capture names of persons/organisations From on printed email documents. When facing multiple values, code at least the first 10 values and include 'Multiple' as an entry.
5.11	Person's & Organizations – To	Text (1:M)	255	Capture names of persons/organisations To on printed email documents. When facing multiple values, code at least the first 10 values and include 'Multiple' as an entry.
5.12	Image_	Text (1:M)	255	Mandatory Image file name(s) related to the document
5.13	Page_label	Text (1:M)	255	Mandatory A value that assists Ringtail 8.6 users when selecting pages within the document. Required format is 'X of Y', where 'X' represents the relative position of the page within the document and 'Y' represents the total number of pages (e.g. the page_label for an image file named '0004_0034.tif' would be '4 of 34').
5.14	Page_num	Number (1:M)	4	Mandatory Indicate the relative position of the image (Image_File_Name) within the document.
5.15	ProjectID	Pick List (1:1)	255	Mandatory Capture the Contract Project ID

6.0 Additional Fields that *may* be specified in Contract:

	Field	Type	Size	Specifications
6.1	Date info	Pick List (1:1)	255	When a full, exact date is not discernable, capture one of the following values as appropriate (see E4.01-3): Multi-date, Partial (has year), Partial (no year), Pre-1753, Questionable, Undated.
6.2	Date Pre 1753	Text (1:1)	10	capture pre-1753 dates in YYYY-MM-DD format
6.3	Description	Memo (1:1)	64K	field is intended for a subjective analysis of the document.
6.4	Features	Pick List (1:M)	255	capture appropriate value(s) when applicable: Document (damaged/fragile original), Document (handwritten), Document (has columns), Document (has colour), Document (poor quality original), Document (poor readability), Markings (marked as a copy), Markings (marked as a draft), Markings (marked as an excerpt), Markings (has sticky notes/flags), Markings (has marginalia), Markings (has stamped date), Person/Org (author unknown), Person/Org (has illegible values), Person/Org (no values in document).
6.5	Language	Pick List (1:M)	255	indicate language(s) found in document from a pick list: English, French, Other.



6.6	Source Volume	Text (1:1)	255	capture text found on the volume/file folder in which the document physically resides (e.g. file number and description). To ensure consistency, this information must be batch captured at the time of imaging.
6.7	Custodian	Text (1:1)	255	batch generate a value following a specified algorithm (e.g. a name-derived code and date collected information) or batch capture an existing value from an identified source; intended for Cross-referencing document source.

7.0 Further Specifications on Select Fields

7.1 Date

- 7.1-1 Capture the date the document was created; if a document is not dated, do not capture any value for the 'Document_Date' field.
- 7.1-2 Dates must be coded in tandem with the 'Estimated' field and/or the 'Date Info' field. '01' is the default day value when no day is referenced, 'JAN' is the default month value when no month is referenced, and '1800' is the default year value when no year is referenced.
- 7.1-3 Date pre-1753: capture '01-JAN-1753' as the value in the 'Document_Date' field and capture the actual value in the 'Date Pre-1753' field in YYYY-MM-DD format; '01' is the default month value when no month is referenced and '01' is the default day value when no day is referenced.
- 7.1-4 Multi-date range: capture best possible value in the 'Document_Date' field based on the earliest date reference (e.g. budgets, agendas, etc.) or the latest date reference (e.g. minutes, annual reports, statistical reports, etc.).
- 7.1-5 Questionable date: capture best possible date using logical deduction based on directly adjacent documents (e.g. a handwritten date of '04-01-08' could be best discerned as '01-APR-2008' if directly adjacent documents are dated April 2008).
- 7.1-6 When multiple dates are present in a document, they are to be coded based on the hierarchy in the following date prioritization chart:

	Standard Documents	Agreements/Contracts	Webpage Printouts
1	Latest Revised/Updated date	Latest date next to the actual signatures	Date of the report, article or summary
2	Latest Creation date	Filing date	Latest Updated date at the end of the web page
3	Latest approval date	Execution/In effect date	Printed Date
4	Latest Published date		
5	Latest copyright date		
6	Latest date from title		
7	Latest stamp date		
8	Latest printed date		
9	Date derived from docket information.		

7.2 Document_Type

7.2-1 Categorize the document against a standardized list of document types. Subject to Contract amendments/additions, the default list is as follows:

Type	Description/Example
Abstract	Digest or Précis of a scientific study that is usually a page or less in length. For the purposes of most litigation involving scientific issues, the term can also be applied to summaries of papers presented at peer conferences. See also "Scientific Study".
Action Plan	Will be titled as such - government document
Action Request	Almost always titled as such and normally used for telephone messages; a standard government form that is ¼ size of standard letter paper.
Agenda/Minutes	Outline of meeting, business, seminar or conference to take place, they may be handwritten and also includes records of meetings.
Agreement	Includes Memoranda of Understanding (MOUs), deeds leases land transfers mortgages etc. Do no use for contracts for goods/services, standing offers, etc.
Anticipated Oral Questions	Briefings for the Minister on topics that may be raised in the House of Commons. Will usually be titled as such and be in a Q & A format.
Appendix	Includes, appendices, schedules, annexes that were originally part of a larger document
Articles of incorporation	Will be titled as such



Type	Description/Example
Articles of incorporation	Will be titled as such
ATI Request	Will be titled as such (Access to Information Request) and is a government document.
Audiotape	Any audio recording - will be represented in collection by separator sheet with cassette's details or by a digital recording
Audit	Will be titled as such
Bank Draft	Will be titled as such
Bibliography	Should be titled as such. This is a list of referenced materials
Bid Document	Will be titled as such
Briefing	Prepared for the purposes of briefing an individual or group on a specific topic - this category of briefing may or may not be labelled as such and can include a series of questions and answers or reporting of an event.
Briefing Note	Includes Advice to the Minister, Briefing Notes, Discussion Documents, Issues Document, and Background Papers, which may or may not be internal to government. Prepared for the purposes of briefing an individual or department on a specific topic - this category of briefing may or may not be labelled as such and can include a series of questions and answers, a précis of facts or reporting of an event. Briefings are prepared for the use of someone other than the author.
Budget	Material giving financial details or breakdowns of projects, staffing, statement of resources, allocation of resources, etc.
Business Card	Code the personal name in the author field and the company name in the document title.
Case Law	Legal case summaries digest or excerpt from legal references. Usually contains the case citation at the very beginning - Jones vs. Smith. Capture the case name in the Title field
Certificate	Shares, Completion, birth etc.
Change (contemplated / Field notice)	Will be titled as such
Change Order	Will be titled as such
Change Request	Will be titled as such
Chart (organizational)	Chart depicting the hierarchy of an organisation, work group, etc.
Chart/Table	Any document in chart or table format separated from a larger report
Chronology	Any document in chart or table form separated from a larger report
Communique	Will be titled as such. Government document
Contract	Legal document between two or more parties, usually with several signatories on the last page. Includes contracts for goods/services, standing offers, etc. Do not use for MOUs, deeds, leases, land transfers, mortgages, etc.
Corporation by-Law	Will be titled as such
Court/Legal Document	Litigation pleadings, affidavits, etc. includes all documents filed in court or that have a case name on them. Do not include legislation. Includes Statements of Agreed Facts, Affidavits of parties admitting liability.
Curriculum Vitae	Resume or CV
Debate/Hansard	Excerpts or full transcript from House of Commons, Senate of Canada, or provincial legislature debates.
Declaration	Will be titled as such
Diary/Calendar	Whole or excerpted day-timer, calendar, schedule, logbook, or black book.
Discussion Document	Will be titled as such
Electronic Document	Use the file type for documents culled from electronic sources such as hard drives, network shares, etc., where 'xxxxx' indicates the type of file format. For example, 'Electronic File (XLS)'.
E-mail	Email communication. Code from the first message at the top of the page when there is a chain of emails. Email attachments are coded to the appropriate document type (letter, report etc)
Employment	Includes curriculum vitae/resumes and letters of reference, attendance forms, benefits documents, etc... Description of employee responsibilities and terms and conditions of employment. Evaluation of employee work performance, progress, etc.
Envelope/Packing Slip/Waybill	Includes courier and delivery slips, bills of lading, and airway bills.
Exhibit	Useful if evidence collection contains previously produced materials. Will usually be stamped or contain handwritten notation "Exhibit"
Facsimile Message	Fax cover sheets, fax transmittals, fax confirmations, and fax messages.
Fact Sheet/Info Capsule	Health Canada publication - will be titled as such



Type	Description/Example
File Cover	File folder or binder cover
File Source	To be used exclusively for 'Source Information Forms' that provide instructions for organizing the evidence within the Level structure.
Financial Document	The information must be financial and not simply a list of numbers such as 234, 456, 147. Examples: balance sheets, operating costs, A/P, A/R, reconciliation records, income statements, all banking documents, exchange rates, consolidated statements. This document type may also be used for single page documents that primarily contain financial information. Do not use for Audits, Budgets, Cheques.
Financial Statement	Balance sheets etc....
Form	Should only be used if the document is a fill in the blank type form and cannot be classified as any other document type. Clarification should be sought for large numbers of similar forms
From Letter	Any departmental/organizational letter sent to multiple recipients in its current form with only the recipient information altered. These documents can be bundled if distribution list has also been scanned.
Graphics/Photo	Documents that are primarily visual, not textual. Includes illustrations, photographs and diagrams. Do not include engineer plans, maps, charts, or tables.
Gray Sheet	Newsletter put out by US FDA on various topics related to pharmaceutical, biotechnology, medical devices, medical instruments, and over the counter pharmaceuticals - may be called MDDI Report on the face of the document (also included in this category - Pink, Tan, Gold, Silver, Rose and Blue sheets). Can contain warnings of adverse reactions, recalls, health risks, etc. Important documents.
Handwritten Note	Brief, informal comments or notations
Invoice	Any bill or receipt. Includes Purchase Orders, and records of goods or services sold or ordered
Label	Packaging, insert or label for commercially available pharmaceutical or medical device products.
Legislation	Any portion or complete copy of Acts or Regulations from any jurisdiction
Letter	Must have an addressee and signature line, and usually has an address block
Licence/Permit	Includes any type of licence or permit.
List	Any list of people, items, places, things which does not fit into another category
Manual	Includes procedural, service, maintenance manuals and user guides, operating instructions, specifications.
Manual	Includes procedure manuals, service manuals, and maintenance manuals, user guides, operating instructions, guidelines and product specifications.
Map	Geographical directions
Marketing	Includes advertisements, brochures, flyers, etc
Media	Government documents, including media analysis, media backgrounder, media reports, media calls, media options, and media inquiries. May or may not include 'media lines' which might be requested as a separate document type.
Memorandum to Cabinet	Will be titled as such. Must be coded as Cabinet Confidence.
Memorandum to Memo/Memo to file	Includes Inter-office memos, Inter-department memo, handwritten forms with Send To, From, and Reply sections. Handwritten notes that are dated and indicate they are TO and FROM someone are coded as Memorandum. Memorandum of Understanding = Agreement.
Memorandum to Minister	Will be titled as such.
Minister's Statement	Any public pronouncement by a Minister that indicates the departmental or government position on a given topic. Can include articles, etc. which quote a Minister's position on a given issues.
News Release/ Press Clipping	Includes news releases, often titled as such. Includes copies of articles from newspapers, magazines, or other information type publication.
Notice of compliance	Health Canada Document. May also be titled "NOC"
Physical Media	Records/images of actual physical media - (Audio Tapes, CDs, DVDs, Hard Drives, Diskettes, Video Tapes), where 'xxxxx' indicates the type of physical media. For example, 'Physical Media (Audio Tape)'.
Plan/Drawing/Design	Engineer's Architect's, or builders drawings, plans or blueprints
Presentation	Materials used for presentations, such as power point decks, overheads.
Progress Claim	Will be titled as such
Proposal	Includes RFP, RFQ, or any request for quote or bid for work, work outline or services description.
Publication	For publicly available material such as newsletters, pamphlets, general interest magazines, etc. For clippings from newspapers and magazines, use 'News Release /Press Clipping' instead.
Quotation/Estimate	Form style of document that contains the estimate/quotation cost of performing service



Type	Description/Example
Report	Usually has a formal title and indicates who prepared it and when. May also be titled study, summary, results
Request for Information	Will be titles as such
Round Trip Memorandum	Will be titles as such
Routing Slip	Will be titled as such
Speaking notes/speech	Can be separated from "Presentation" if this type of document is of significant value.
Spreadsheet	Excel
Standard Operating Procedure	Will be titled as such
Statement (Witness)	Will be labelled as such
Survey	Will be titled as such do not include land surveys
Tab	A Tab divider
Table of Contents	Table of contents or Index to documents
Talk Paper	Will be titled as such
Telephone log	Record of a telephone conversation; does not include telephone messages
Telex	Title as such
Time Sheet	Will be titled as such
Transcripts	Reports of hearings or legal proceedings, includes transcriptions of media programs, such as radio interviews.
Treaty	Will be titled as such
Web Page	Use is primarily for website or web-derived informational material. A search engines home page would be considered a web page, a report posted on a website would not.

7.3 Persons & Organizations

7.3-1 Capture verbatim names of persons and organisations affiliated with the documents (From, to, cc and sometimes attendees, between, BCC and Mentions as well):

Known Information	Correspondence_Type	Person Value	Organisation Value
Person Only	From, to, cc etc....	Last, First name/Initial(s)	
Person & organization	From, to, cc etc..	Last, First name/Initial(s)	Organization/Entity
Organization Only	From, to cc, etc.		Organization/Entity

- 7.3-2 information must be captured in a way that allows multiple person/organisation values to be associated with a single Document_ID. This permits multiple values for all documents and correspondence types (From, To, CC, etc.), depending on the characteristics of the document being coded (for instance, a document can be sent to more than one recipient).
- 7.3-3 Unless directed otherwise, The JUS does not require the normalization of Person & Organisation values.
- 7.3-4 All accented characters are to be captured verbatim. All non-essential punctuation and extra spaces are to be ignored and not included in the coding.
- 7.3-5 Insert periods following initials when they are not present in the source documents; for example "Don J Smith" would be captured as "Smith, Don J."
- 7.3-6 When a document has no 'From' person/organization value, has illegible person/organisation values, or has no person/organisation values, capture the appropriate value(s) in the 'Features' field
- 7.3-7 capture a person's title or position if it is referenced in the document, capturing it verbatim and appending it within parentheses after the person's name; for example, "Smith, Don J. (Safety Engineer)". Capturing title or position information is to be performed at the same rate as 'Persons & Organisations' coding without title or position information.
- 7.3-8 capture the name of a branch or unit of an organisation when it is referenced in the document, capturing it verbatim and appending it after a hyphen [-] following the name of the organisation; for example, "Canada Revenue Agency - Internal Audit". Capturing branch or unit information is to be performed at the same rate as 'Persons & Organisations' coding without branch or unit information.



APPENDIX 2 TO ANNEX A – DOCUMENT SCANNING SPECIFICATIONS

This annex outlines the basic requirements for scanning documents under DM-7 and DM-8 of Annex A - Statement of Work.

1. Scan from photocopies only;
2. Scan standard documents/pages in 8.5 x 11.5 format (letter size);
3. Accommodate for odd-sized documents; i.e., 8.5 x 14 (legal), 11 x 17, 24 x 36 (maps) larger;
4. Adhere to scanning standard of black and white/grey scale;
5. Provide images in single group 4 TIFF format – single page only;
6. Ensure all images and corresponding load files are Ringtail compatible
7. Create a load (.mdb or .txt) file using the following numbering scheme XXX-00000[000-000] – where XXX is unique set of letters for each document collection and 0 indicates numbers. These numbers shall be located on bottom left corner of each document and may or may be sequential;
8. Number image files to match the document numbers on the paper copy as noted above;
9. Scan images to 300 x 300 dpi;
10. De-speck and de-skew image;
11. Check each page scanned for quality control;
12. slip-sheet/Separate Cover (Parent) and attachments (Child) documents to meet their own scanning requirements; and
13. The acceptable margin of error is 1% in this category



APPENDIX 2.1 TO ANNEX A – ADDITIONAL DOCUMENT SCANNING SPECIFICATIONS

In the event there are conflicting specifications defer to case specific instructions.

I. DOCUMENT ID	
Document ID	Document identifier number - unique number assigned to each document and may contain a parent and attachment identifier e.g. GAC-00001, DFO-00001[00-01], DIA-00001[00-01], DND-00001, DOT-00001, EC-00001, NRC-00001, PRK-00001
Parent ID	For an attached document, this field contains the Document ID of the parent document
Attachment ID	For a parent document, this field contains the Document ID of the attachment document(s) (1:many field)

II. SCANNING INSTRUCTIONS	
Black and White Images	Scan to single page tiff Minimum 300 DPI, or higher depending on legibility of document
Colour Pages (including Grey Scale)	Scan to PDF in colour OR Scan to JPEG (24-bit colour, 8-bit for greyscale) (compression = 4.2.2 or 4.2.0) (.JPG file extension)
Oversized Documents (Maps, Plans etc.)	Scan to PDF in colour OR Scan to JPEG (24-bit colour, 8-bit for grayscale) (compression = 4.2.2 or 4.2.0) (.JPG file extension)
Post - It Flags Coloured Flags	Remove for scanning & replace, except if post-it contains writing, then do not remove before scanning. AND Code "Features" Field for ALL post-it notes and coloured flags
Folders	Scan Folder as standalone documents AND Code "Features" Field for ALL folder covers
Tabs	Scan Tab as Standalone Document AND Code "Features" Field for ALL tab covers
Binders w/ Cover Page, Spine & Index	Scan Binder cover page and index as standalone parent documents AND Code "Features" Field for ALL binder covers
Compound Documents (reports with appendixes)	Keep together as one document (i.e. appendixes and schedules remain part of the main report)
Court Documents (Pleadings, Motion Record etc.)	Keep the main document and its appendixes/schedules/exhibits together as one document
Loose materials at front of binder or cerlox materials (i.e. in front pocket of binder or clipped to front or back cover)?	Scan loose materials in the binder or cerlox materials as last document of the materials AND Code "Features" Field for ALL pocket or clipped documents



**ANNEX B
BASIS OF PAYMENT**

B1. Firm Unit Prices – Task Authorizations

RESOURCE CATEGORY	FIRM UNIT PRICES
Research Analysis (Principal)	\$ Per hour
Research Analysis	\$ Per Hour
Research Services	\$ Per Hour
Document Management	\$ Per Hour
Objective Coding Services	\$ Per Document

Estimated Cost: \$(TO BE INSERTED AT CONTRACT AWARD)

B2. 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 expense allowances specified in Appendices B, C and D of the *Treasury Board Travel Directive*, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

Estimated Cost: \$(TO BE INSERTED AT CONTRACT AWARD)

B2.1 Canada will not accept any travel and living expenses for:

(a) Work performed within the Vancouver Metropolitan Area (VMA)

The VMA is defined as:

- I. Bounded on the west by the Strait of Georgia, on the south by the USA border and by a north-south line from Lions Bay to Abbotsford.
- II. The VMA is comprised of the following municipalities:

1. Burnaby	2. Coquitlam	3. Delta	4. Langley
5. Maple Ridge	6. New Westminster	7. North Vancouver	8. Pitt Meadows
9. Port Coquitlam	10. Port Moody	11. Richmond	12. Surrey
13. Tsawwassen	14. Vancouver	15. West Vancouver	16. White Rock

(b) Work performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. The *National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/>;

- (c) Any travel between the Contractor's place of business and the NCR or VMA; and
- (d) Any relocation of resources required to satisfy the terms of the Contract.



ANNEX C
SECURITY REQUIREMENTS CHECK LIST



ANNEX D
INTEGRITY REGIME VERIFICATION FORM



ANNEX E
TASK AUTHORIZATION FORM