



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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 therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Information Products/Produits d'information

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III, 6A2

Gatineau

Quebec

K1A 0S5

Title - Sujet Acquisition of Online Research	
Solicitation No. - N° de l'invitation 47419-172128/A	Date 2017-01-24
Client Reference No. - N° de référence du client 1000332128	
GETS Reference No. - N° de référence de SEAG PW-\$\$PI-028-72291	
File No. - N° de dossier pi028.47419-172128	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-02-15	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Michalski, Adam	Buyer Id - Id de l'acheteur pi028
Telephone No. - N° de téléphone (819) 420-0730 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
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 six 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: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.2 Summary

- 1.2.1 Canada requires a supplier to provide access to an online database as further detailed in Annex "A". The Canada Border Services Agency (CBSA) has an ongoing and evident need to obtain accurate and up-to-date factual data, and historical information pertaining to entities (Canadian, foreign, public, private, organizational and individual) and their functional, financial and relational activities. CBSA also requires information regarding international events, and local news from around the world in relation to security and public safety, public records, legal proceedings, business activities and financial data.

Such information is for use in decision-making or support in decision-making by CBSA staff. Information used may be subject for review in legal proceedings and must therefore be obtained from reputable and reliable sources. Accurate, comprehensive and trusted data is required to minimize risks when decision-making in a 'real-time' environment with short response deadlines.

- 1.2.2 The requirement is subject to the Agreement on Internal Trade (AIT).

1.3 Debriefings

After contract award, 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.

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 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 (2016-04-04), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: one hundred eighty (180) days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Bids sent directly to the Contracting Authority will not be considered.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Public Works and Government Services Canada will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered 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 Ontario.

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 (with no reference to price) (1 hard copy and 1 soft copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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 are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or 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

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 in a thorough, concise and clear manner for carrying out the work.

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

- 3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex D - Section 3.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

(a) Mandatory Technical Criteria

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

(b) Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex D.

Failure to fully and clearly articulate, document and demonstrate compliance with the rated requirement will be to the Bidder's disadvantage.

Mandatory and point rated technical evaluation criteria are included in Annex D.

4.2 Basis of Selection

Lowest Price Per Point

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria.
 - c. obtain a minimum overall score of seventy (70%) percent of the points value allocated for the rated criteria. The rating is performed on a scale of 33 points value.
2. Bids not meeting (a) or (b) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated 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 may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with 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 - Bid Certification

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 (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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.

5.2.3 Rate or Price Certification

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

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

6.2.1 General Conditions

2030 (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Delete 2030 21 (2008-05-12) Ownership
Delete 2030 22 (2014-09-25) Warranty
Delete sub-session 5 of 2030 31 (2014-09-25) Default by the Contractor
Delete 2030 26 (2008-05-12) Liability

6.3 Term of Contract

6.3.1 Period of the Contract

- (i) The **Period of Contract** begins on the date the Contract is awarded and ends one year after the Contract Award date; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options (if any) set out in the Contract.

6.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional option years under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4 Authorities

6.4.1 Contracting Authority

The Contracting Authority for this Contract is:

Name: Adam Michalski
Title: Supply Specialist

Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate - PI Division

Address: Place du Portage, Phase III, 6A2
11 Laurier Street
Gatineau, Québec K1A 0S5

Telephone: 819-420-0730
Facsimile: 819-956-5454
E-mail: adam.michalski@tpsgc-pwgsc.gc.ca

The Contracting Authority must receive a copy of the Invoice for Canada's record and to ensure the Invoice is in accordance with the Contract prior to payment by the Client. The Contracting Authorities name and contact information is not to be put on the Invoice.

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.

6.4.2 Project Authority

The Project Authority for the Contract is:

Name:
Title:

Organization:

Address:

Telephone:
Facsimile:
E-mail:

The Project 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 Authority; however, the Project 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.

6.4.3 Contractor's Representative

Name:

Title:

Organization:

Address:

Telephone:
Facsimile:
E-mail:

6.5 Payment

6.5.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B. Customs duties and Shipping are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.5.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

6.6 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In addition to Article 13 - Invoice Submission of General Conditions 2030;

- a) The Government of Canada Contract Number shown on the front page of the Contract must be identified in the Invoice.
- b) The Contract Period must be identified in the Invoice.
- c) The Contracting Authority must not be referenced in the Invoice. The Contracting authority merely requires a copy of the Invoice.
- d) Invoices must be distributed as follows:
 - i. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment; and
 - ii. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.7 Certifications

6.7.1 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.

6.8 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.9 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 General Conditions 2030 (2016-04-04);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Canada's Online Information Products Terms and Conditions;
- (f) the Contractor's bid dated _____ **(to be determined at the time of contract award).**

6.10 Insurance Requirements

SACC Manual clause G1005C (2016-01-28) Insurance

ANNEX A STATEMENT OF WORK

Acquisition of Online Research Database

1. PURPOSE

The Canada Border Services Agency (CBSA) requires access to a broad amount of multi-media assests via a royalty free site for use in learning products over the learning products' life-cycle.

2. BACKGROUND

The CBSA has an ongoing and evident need to obtain accurate and up-to-date factual data, and historical information pertaining to entities (Canadian, foreign, public, private, organizational and individual) and their functional, financial and relational activities. CBSA also requires information regarding international events, and local news from around the world in relation to security and public safety, public records, legal proceedings, business activities and financial data.

Such information is for use in decision-making or support in decision-making by CBSA staff. Information used may be subject for review in legal proceedings and must therefore be obtained from reputable and reliable sources. Accurate, comprehensive and trusted data is required to minimize risks when decision-making in a 'real-time' environment with short response deadlines.

3. REQUIREMENT AND DELIVERABLES

The Contractor must provide access by institutional subscription, of an online database for research on legal, government, law enforcement, risk management, corporate, academic and accounting topics. Currently access must be provided to 28 users. The number could fluctuate by approximately +/- 10 users, from year to year due to operational needs.

The Contractor must provide a tool that fulfills, at a minimum, the following requirements:

3.1 Accessibility

- The database must be accessible simultaneously by 28 users (+/- 10 users).
- The Contractor must issue passwords to designated users to access the database.
- The database must allow users to change passwords as required.
- The database must allow users to retrieve forgotten passwords.

3.2 Technical Requirements

- The database must include a feature allowing users to set default language (English or French).
- The content of the articles must be "full content", rather than "abstracts".
- The contents available in the database must include:
 - Canadian and foreign content (both archived and current articles and reports);
 - Vernacular material from foreign sources, along with translation tools to make all the material automatically available in either French or English.
 - Access to a minimum of 40,000 on-line sources from a wide variety of local, national and international sources.
 - Information from main stream news sources with a minimum of 37 years of archival information.
 - The capacity to conduct advanced searches in Boolean language.
 - The capacity to use "filters" to narrow search formulas or search results.

3.3 Maintenance and Support

- Notifications must be sent for planned or unplanned disruptions in service.
- Information relating to the speed and technical parameters of the database must be available for submission, if requested.
- The Contractor must maintain records of CBSA users and their usage.
- One yearly training session for the database users is required. Logistics will be mutually agreed upon between the contractor and the client within the first 30 days from the effective date of the contract.

The following item would be considered as an asset:

3.4 Asset

- The database's archive content shall extend to more than thirty-seven (37) years from the present (i.e. to 1979).

4. Deliverables

The Contractor shall provide 24 hours a day, 7 days a week, access to an online database for research on legal, government, law enforcement, risk management, corporate, academic and accounting topics. Access must be provided to 28 users. The subscription must allow for flexibility to increase or decrease the number of users within the contract's duration due to operational needs (+/- 10 users from year to year).

**ANNEX B
BASIS OF PAYMENT**

Item No.	Table 1 Initial Deliverables Description	Qty (users)	Unit Price	Extended Price
1	Online Research Database Access 24 hours a day, 7 days a week, must be provided to 28 users. The subscription must allow for flexibility to increase or decrease the number of users within the contract's duration due to operational needs (+/- 10 users from year to year).	28 +/- 10 users from year to year		
Sub-Total:				\$0.00
Applicable Tax:				\$0.00
TOTAL:				\$0.00

Item No.	Table 2 - Option Year One (1) Optional Deliverables Description	Qty (users)	Option Year One	Option Year Two
1	Online Research Database Access 24 hours a day, 7 days a week, must be provided to 28 users. The subscription must allow for flexibility to increase or decrease the number of users within the contract's duration due to operational needs (+/- 10 users from year to year).	28 +/- 10 users from year to year		
Sub-Total:				\$0.00
Applicable Tax:				\$0.00
TOTAL:				\$0.00

ANNEX C

CANADA'S ONLINE INFORMATION PRODUCTS TERMS AND CONDITIONS

1. DEFINITIONS

Authorized User(s): are employees of the Licensee (whether on a permanent, temporary or contract basis) who are permitted to access the Secure Network from within the Licensee's Premises or from such other places where Authorized Users undertake their work for the Licensee (including but not limited to Authorized Users' offices and homes) and who have been issued a password or other authentication by the Licensee.

Commercial Use: use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, use by the Licensee or by an Authorized User of the Licensed Materials in the course of research, product development and related activity in the normal course of business does not constitute Commercial Use.

Contractor: the Publisher to whom the Contract is awarded.

Licensee: Canada is the licensee.

Online Information Product(s) otherwise referred to as "Licensed Material(s)": for purposes of these licensing terms and conditions, Online Information Product(s) refers to the licensed material(s) which are electronic versions of the content published by the Publisher.

Secure Network: a network (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized Users.

Server: the server, either the Contractor's server or a third party server designated by the Contractor, on which the Licensed Materials are posted and may be accessed.

Subscription Fee: the license fee for each year of the period of contract.

Subscription Period otherwise referred to as "Term" or "Contract Period": the length of time the Online Information Product(s) are made available to the Authorized User(s), as identified in the Contract.

2. LICENSE

- a. Licensee acknowledges and accepts that the license to use the Online Information Product(s) being procured through this Contract is non-exclusive and non-transferrable, throughout the world, and Authorized Users obtain access to the Online Information Product(s) via a Secure Network.
- b. This License shall commence at the beginning of the Subscription Period, for each of the Online Information Products as set out in the Contract and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.
- c. The Contractor guarantees that it has the right to grant to Licensee all the rights granted under this License. The Contractor also guarantees that all necessary consents to that grant have been obtained.
- d. The Contractor agrees that the terms and conditions of this Contract, which includes this License as Annex A, supersede any previous terms and conditions agreed to that pertain to this specific requirement. Any conditions accompanying or enclosed with the Online Information Product(s), if any, do not form part of the Agreement and, therefore, are not part of Licensee's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will

Licensee or any Authorized User be required to enter into any additional license agreement with respect to the Online Information Product(s) or any portion of it. The Contractor acknowledges

that any additional license agreement relating to the Online Information Product(s) signed by anyone other than the Contracting Authority is void and of no effect.

- e. Licensee is not bound by any "click through" conditions or any other conditions, express or implied, that are contained in or on the packaging or Media or conditions that may accompany the Online Information Product(s) in any manner, regardless of any notification to the contrary. For further clarification, Licensee acknowledges that the Authorized User(s) may have to manually click to accept a "click-through" in order to gain access to the Online Information Product(s) as standard practice.
- f. Licensee acknowledges that ownership of the Information Products belongs to the Contractor or its licensor and is not transferred to Licensee. As a result, any reference in the Contract to any part of Information Products as a deliverable must be interpreted as a reference to the license to use the Information Products, not to own the Information Products.

3. USAGE RIGHTS

- a. The Licensee and its Authorized Users will have access to the Online Information Product(s) from the Server via the Secure Network and are permitted online access to the Online Information Product(s) as detailed in the Contract, and may download, display, view, retrieve, browse, collate, save, or print text, make back-up copies, search results, or other information, as reasonably necessary, solely for the private use or research of the Licensee and the Authorized Users.
- b. The Licensee and its Authorized Users may provide print or electronic copies of individual articles, chapters or other individual items of the Content, to national or international regulatory authorities for the purposes of or in anticipation of regulatory approval, patent and/or trademark applications or other regulatory purposes in respect of Licensee's products or services.
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- f. Nothing in this License shall in any way exclude, modify or affect any of the Licensee's rights under the *Copyright Act* of Canada.

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- 4.1 Licensee must not engage in the following activities and must take all commercially reasonable efforts to prevent Authorized Users from engaging in the following activities:
 - i. remove or alter the authors' names or the Contractor's copyright notices or other means of identification or disclaimers as they appear in the Online Information Product(s);

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 - iii. except as provided in clause 3, provide by electronic means, to a user at another library or elsewhere, a retained electronic copy of any part of the Online Information Product(s);
 - iv. mount or distribute any part of the Online Information Product(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network;
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- 4.2 The Contractor's or its duly authorized Representative's explicit written permission must be obtained in order to:
- i. use all or any part of the Online Information Product(s) for any Commercial Use, other than as permitted in clause 3;
 - ii. systematically distribute the whole or any part of the Online Information Product(s) to anyone other than Authorized Users;
 - iii. publish, distribute or make available the Online Information Product(s), works based on the Online Information Product(s) or works which combine them with any other material, other than as permitted in this License;
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5. CONTRACTOR'S UNDERTAKINGS

- (A) The Contractor reserves the right at any time to withdraw from the Online Information Product(s) any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Contractor shall give written notice to the Licensee not less than sixty (60) days in advance of such withdrawal. If such modification or withdrawal materially alters the Licensees' use of the product the Contractor will work with the Licensee to come to a mutually agreeable arrangement regarding replacement of content or refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn and the remaining unexpired portion of the Subscription Period.
- (B) Except as expressly provided in this License, the Contractor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Online Information Product(s), merchantability or fitness of use for a particular purpose. The Online Information Product(s) are supplied 'as is'.
- (C) The Contractor confirms to the Licensee that usage statistics covering the online usage of the journals and databases included in this licence will be provided. The Contractor further confirms that such usage statistics will adhere to the specifications of the COUNTER Code of Practice.

6. LICENSEE'S UNDERTAKINGS

The Licensee must:

- A. ensure that only Authorized Users are permitted access to the Online Information Product(s).
- B. ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Online Information Product(s) and that they are made aware of and undertake to abide by the terms and conditions of this License;
- C. monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Contractor and take all steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
- D. issue passwords or other access information only to Authorized Users and use reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
- E. keep full and up-to-date records of all Authorized Users and their access details and provide the Contractor with details of such additions, deletions or other alterations as are necessary to enable the Contractor to provide Authorized Users with access to the Online Information Product(s) as contemplated by this License;
- F. The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding clause 9, this License shall immediately terminate.

7. UNDERTAKINGS BY BOTH PARTIES

- A. Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.
- B. The parties must not disclose the terms and conditions or the subject matter of this Licence (including, without limitation, the list of the Online Information Product(s) and any usage data compiled and supplied) or any other information about the other party's business to any third party without the prior written consent of the other. This provision will survive the termination of this Licence, and any information obtained or received which comes within these restrictions must remain confidential, provided always that this obligation will not apply to any information which at the time of disclosure is in the public domain or is made available at any time by an independent third party which has not obtained it directly or indirectly in breach of any confidentiality agreement with either of the parties hereto.

8. LICENSE FEE

Licensee must pay the fees to the Contractor as set forth in the Contract.

9. TERM AND TERMINATION

- a. In addition to automatic termination (unless renewed) under clause 2, this License could be terminated:
 - i. if the Licensee defaults in making payment of the Fee as provided in the Contract;

- ii. if either party commits a material or persistent breach of any term or obligations of this License or the Contract and fails to remedy the breach within thirty (30) days of notification in writing by the other party;
- b. On termination all rights and obligations of the parties automatically terminate except as specifically provided in this License.
- c. On termination of this License for default, as specified in clauses 9 a., the Licensee shall immediately cease to distribute or make available the Online Information Product(s) to Authorized Users.
- d. On termination of this License by the Licensee for default, as specified in clause 9.a.(ii). Above, the Contractor shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.
- e. The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding clause 9, this License shall immediately terminate.
- f. On termination of the Contract, Contractor must provide continuing access for the Licensee to that part of the Online Information Product(s) which was published and paid for within the subscription period, either from electronic online access or by supplying electronic files or CD-ROMs/DVDs to the Licensee or by permitting the Licensee to create one (1) copy of such content if the Contractor shows sufficient reason why they cannot supply electronic files.

10. GENERAL

Alterations to this License are only valid if they are recorded in writing and signed by both the Contractor and the Contracting Authority representing the Licensee.

11. LIMITATION OF LIABILITY

- a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
- b. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the License Agreement is limited to Contract Value. This limitation of the Contractor's liability does not apply to: (i) any infringement of intellectual property rights; or (ii) any breach of warranty obligations.
- c. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with this License Agreement, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

ANNEX D

EVALUATION CRITERIA

This document sets out the criteria that will be used to evaluate the Bidder's Technical Bid and describes the content required for conducting the technical evaluation.

Section 1 contains mandatory evaluation criteria denoted as M1 through M13.

Section 2 contains point-rated evaluation criteria denoted as R1 through R3.

1. MANDATORY EVALUATION CRITERIA

To be considered responsive, a bid must meet all of the following mandatory evaluation criteria. Bids not meeting all of these mandatory requirements will be given no further consideration. Consequently, Bidders are encouraged to supply as much information as necessary to demonstrate clearly that the mandatory requirements have been met.

The Bidder must provide a free trial period for one (1) month access to three (3) concurrent users in order for evaluators to validate the claims of the bidder. The trial accounts must be provided with the bid and be operational at the closing date of this Request for proposal.

Criteria Number	Mandatory Requirement	Statement of Compliance and Cross Reference to Proposal (Proposal Page #)
M1	The database must allow users to change passwords as required. <i>The above capacity must be available during the free trial period for evaluation purposes.</i>	
M2	The database must allow users to retrieve forgotten passwords. <i>The above capacity must be available during the free trial period for evaluation purposes.</i>	
M3	The database must include a feature allowing users to set default language (English or French). <i>The above capacity must be available during the free trial period for evaluation purposes.</i>	
M4	The content of the articles must be "full content", rather than "abstracts". <i>The above capacity must be available during the free trial period for evaluation purposes.</i>	
M5	The contents available in the database must include Canadian and foreign content (both archived and current articles and reports). <i>The above capacity must be available during the free trial period for evaluation purposes.</i>	
M6	The contents available in the database must include vernacular material from foreign sources, along with translation tools to make all the material automatically available in either French or English.	

Criteria Number	Mandatory Requirement	Statement of Compliance and Cross Reference to Proposal (Proposal Page #)
	<i>The above capacity must be available during the free trial period for evaluation purposes.</i>	
M7	<p>The proposed database must provide full access to a minimum of 40,000 online search results, and contain a minimum of 37 years of archival information.</p> <p>The bidder must provide a summary of the number of search results, the date range of the search results, and the top 25 “sources” of the search results for the following 2 search items performed separately:</p> <p>(1) “Basque Homeland and Liberty” (2) “Euskadi Ta Askatasuna”</p> <p>The search item is named as a “Currently Listed Entities” on the Public Safety website. http://www.publicsafety.gc.ca/cnt/ntnl-scrf/cntr-trrrsm/lstd-ntts/crrnt-lstd-ntts-eng.aspx</p> <p><i>*This summary should not be in excess of 10 double-sided, legal sized pages. In addition, the above capacity must be available during the free trial period for evaluation purposes.</i></p>	
M8	<p>The proposed database must provide full-text content from the following news sources:</p> <ul style="list-style-type: none"> • Xinhua News • Fars News Agency • African Press Organization <p><i>The bidder must provide web links disclose the names of the above-noted sources. In addition, the above capacity must be available during the free trial period for evaluation purposes.</i></p>	
M9	<p>The proposed database must have the capability to conduct advanced searches in Boolean language.</p> <p>The bidder must provide a summary showing the search formula used and the top 25 search results for the following 2 items:</p> <p>(1) “IRGC and Lebanon” (2) “IRGC and Lebanon” articles published in 1994 only</p> <p><i>*This summary should not be in excess of 10 double-sided, legal sized pages. In addition, the above capacity must be available during the free trial period for evaluation purposes.</i></p>	

Criteria Number	Mandatory Requirement	Statement of Compliance and Cross Reference to Proposal (Proposal Page #)
M10	<p>In addition to the news sources outlined in M8, the proposed database must provide full-text content from 25 of the following 30 news sources:</p> <ol style="list-style-type: none"> 1. Africa News 2. Agency France Presse 3. Al-Ahram Weekly 4. Al Arabiya.net 5. All Africa Web Publications 6. BBC Monitoring 7. Bloomberg 8. China Daily European Edition 9. CQ Congressional Press Releases 10. Deutsche Presses – Agentur 11. Hindustan Times 12. IHS Global Insight 13. Intelligence Online 14. Interfax News Agency 15. ITAR-TASS 16. Jane's Defence Weekly 17. Mehr News Agency (MNA) 18. RIA Novosti 19. South Asian Times 20. South China Morning Post 21. States News Service 22. The Christian Science Monitor 23. The Guardian 24. The Independent 25. The Japan News 26. The Jerusalem Post 27. The New York Times 28. The Times of India 29. The Washington Post 30. United Press International <p>The bidder must provide a summary of the total number of sources. The bidder must also provide web links that (1) disclose the total number of sources, and (2) name all of the sources or subscriptions available in the database.</p> <p><i>*This summary should not be in excess of 3 double-sided, legal sized page. In addition, the above capacity must be available during the free trial period for evaluation purposes.</i></p>	

Criteria Number	Mandatory Requirement	Statement of Compliance and Cross Reference to Proposal (Proposal Page #)
M11	<p>The proposed database must have the capability to use a variety of "filters" to limit the search criteria or the search results, such as date filters or country filters.</p> <p>The bidder must provide a summary showing the number of search results, the date range of the search results, and the top 25 "sources" of the search results for the following search item:</p> <p>"IRGC and Lebanon" (filtered for "1990 to 1995".)</p> <p><i>*This summary should not be in excess of 5 double-sided, legal sized pages. In addition, the above capacity must be available during the free trial period for evaluation purposes.</i></p>	
M12	The bidder must be able to provide group training to its database users on a yearly basis for up to 38 database users.	
M13	<p>The Bidder must provide a free trial period for one (1) month access to three (3) concurrent users in order for evaluators to validate the claims of the bidder. The trial accounts must be provided with the bid and be operational at the closing date of this Request for proposal.</p> <p><i>The bidder must provide a 1-month full-access user ID and password.</i></p>	

2. POINT-RATED EVALUATION CRITERIA

The Bidder's Technical Bid will be scored out of a total of 33 available points. The Technical Bid must achieve a minimum score of 23 available points (70%) for the point rated criteria.

The Technical Bid will be assessed against the following categories of point-rated criteria, each weighted according to the maximum points indicated.

			Bidder's Response	
Criteria Number	Rated Criteria	Max Points	Scores to be assigned based on the following	Cross Reference to Proposal (Proposal Page #)
R1	Points awarded for online search results above the mandatory criteria M7.	15	40,001 – 50,000 = 5 points 50,001 – 60,000 = 10 points 60,001 and over = 15 points	
R2	Points awarded for search results above the 37 years of archival information above the mandatory criteria M7.	8	38 years to 43 years = 4 points 44 years to 54 years = 6 points More than 54 years = 8 points	
R3	Points will be awarded for additional news sources as stated in M10.	10	26 sources = 2 points 27 sources = 4 points 28 sources = 6 points	

Sollicitation No. - N° de l'invitation
47419-172128/001/PI
Client Ref. No. - N° de réf. du client
47419-172128

Amd. No. - N° de la modif.
File No. - N° du dossier
pi028.47419-172128

Buyer ID - Id de l'acheteur
pi028
CCC No./N° CCC - FMS No./N° VME

			29 sources = 8 points 30 sources = 10 points	
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3. FINANCIAL EVALUATION

PWGSC will conduct the financial evaluation based on the methodology detailed below.

Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

The calculation of the Financial Bid will be conducted based on the following formula:
(sum of tables 1 through 3) / number of points scored = price per point

Bidders must complete tables 1 through 3 below, with their **firm unit price, applicable tax and total with currency**. For purposes of the Financial Bid, Bidders may reproduce these tables in their entirety in order to complete.

Item No.	Table 1 Optional Deliverables Description	Price
1		
2		
TOTAL :		

Option Year One		
Item No.	Table 2 Optional Deliverables Description	Price
1		
2		
TOTAL :		

Option Year Two		
Item No.	Table 3 Initial Deliverables Description	Price
1		
2		
TOTAL :		