

RETURN BID TO: RETOURNER LES SOUMISSIONS À:

INNOVATION, SCIENCE AND ECONOMIC DEVELOPMENT CANADA/INNOVATION SCIENCES ET DEVELOPPMENT ECONOMIQUE CANADA CHIEF INFORMATICS OFFICE/BUREAU PRINCIPAL DE L'INFORMATIQUE OTTAWA, ONTARIO K1A 0H5 mail to: melyssa.zawadka@canada.ca 325C

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Innovation, Science and Economic Development 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 thereof.

Proposition à: Innovation, sciences et développement économique 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 toutes feuilles ci-annexées, au(x) prix indiqué(s)

Title – Titre		
SBIPS – Domain 11 - Systems Integration – Solr Smart Search		
CIO / Business Services Branch	CIO / Business Services Branch (BSB)	
Solicitation No. – N° de l'invitat	ion	Date
IC401673		March 16, 2017
Client Reference No. – N° de ré	férence	du client
GETS Reference No. – N° de re	ference	de SEAG
938-5/170203EW		
File No. – N° du dossier		lo. / N° CCC - FMS No. /N°
	VME	
Solicitation Closes –	Time Z	one
L'invitation prend fin		u horaire
at – à : 2 :00 p.m.	00 p.m.	
on – le : April 04, 2017	Easte	rn Daylight Time (EDT)
F.O.B F.A.B.		
Plant-Usine: ☐ Destination: ☑ Other-Autre: ☐		
Address Inquiries to : -	Buyer	ld – ld de l'acheteur
Adresser toutes questions à:		
Melyssa Zawadka		
Telephone No. – N° de		o. – N° du télécopieur / I – courriel
téléphone :		
343-291-3848	•	a.zawadka@canada.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :		
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Comments – Commentaires

This document contains a Security Requirement

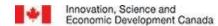
Vendor/Firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Innovation, Science and Economic Development Canada / Innovation, sciences et développement économique Canada Chief Information Office/Bureau principal de l'information 235 Queen, Ottawa, Ontario K1A 0H5

Delivery required Livraison exigée	Delivered Offered – Livraison proposée	
See Herein		
Vendor/firm Name	and address	
Raison sociale et a	dresse du fournisseur/de l'entrepreneur	
Telephone No. – N° de téléphone		
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		
-	trepreneur (taper ou écrire en caractères	
Signature	Date	





SBIPS REQUEST FOR PROPOSAL (RFP) MODEL BID SOLICITATION AND RESULTING CONTRACT CLAUSES

This Model Bid Solicitation contains samples of the terms that will form the basis for any future requests for proposals (RFPs) under the Solutions Based Informatics and Professional Services (SBIPS) Supply Arrangement (SA) method of supply.

To the extent possible, these Articles are written as they will appear in any future SBIPS RFP(s). However, individual RFPs and the Resulting Contract Clauses may be modified to suit individual Client requirements. For example, the nature of the requirement, the term of the resulting Contract, the evaluation methodology and the basis of payment clauses may all be tailored to individual Client requirements.

The Articles in the Resulting Contract Clauses are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this Annex, is a Mandatory requirement of SBIPS. Suppliers submitting an Offer containing statements implying that their Offer is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

This Request for Proposal (RFP) is issued to solicit bids from pre-qualified suppliers holding a valid Solutions-Based Informatics Professional Services Supply Arrangement (SBIPS SA) issued pursuant to the Request for Supply Arrangement (RFSA) solicitation No. EN537-05IT01.

Unless otherwise specified in this document, all terms and conditions of the SBIPS SA apply and will be incorporated into this SBIPS SA RFP and any resulting contract by reference.

 There is currently one or more Contractors performing some of the services described in this RFP. No Contractor is presently performing these services. 	

Specific terms of this SBIPS SA RFP are as follows:

A. Project Summary

This SBIPS SA RFP is being competed under Tier 1 for Innovation, Science and Economic Development Canada (ISED) in the National Capital (NCR) region.

This SBIPS SA RFP is a requirement involving the following SBIPS Stream of Expertise:

11. Systems Integration

B. Potential Bidders

ALL qualified Tier 1 SBIPS SA Holders in the NCR region have been invited to bid on this requirement.





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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: includes the certifications 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 the Statement of Work, the Evaluation Criteria, the Basis of Payment, the Security Requirements Checklist, the Bid Submission Form, and the Task Authorization form.

1.2 Summary

- 1.2.1. This bid solicitation is being issued to satisfy the requirement of Innovation, Science and Economic Development Canada (the "Client(s)") for Solutions-based Informatics Professional Services (SBIPS) under the SBIPS Supply Arrangement (SA) method of supply.
- 1.2.2. It is intended to result in the award of 1 contract, for one year, plus 2 irrevocable options allowing Canada to extend the term of the contract.
- 1.2.3. There are security requirements associated with this requirement. For additional information, consult Part 6 Security Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsqc-pwqsc.qc.ca/index-eng.html) website.
- 1.2.4. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).
- 1.2.5. The requirement is subject to a preference for Canadian services.

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 from 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

"Subsection 3 of Section 01, Integrity Provisions - Bid of Standard Instructions <u>2003</u> incorporated by reference above is deleted in its entirety and replaced with the following:

List of Names

- a. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b. These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.

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

Delete: 60 days **Insert**: 180 days

2.2 Submission of Bids

- (a) Unless specified otherwise in the RFP, bids must be received by Contract Authority by the date, time and place indicated on page 1 of the bid solicitation.
- (b) 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 **no later than 2:00 p.m. EDT on Tuesday, March 28th, 2017. 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.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.



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 (1 electronic copy);

Section II: Financial Bid (1 electronic copy);

Section III: Certifications (1 electronic copy); and

Section IV: Additional Information (1 electronic 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). To assist Canada in reaching its objectives, Bidders should:

- 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.

3.1A - Section I: Technical Bid

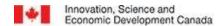
In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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.

The technical bid consists of the following:

- a) **Bid Submission Form**: Unless specified otherwise in the RFP, Bidders are requested to include the completed Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- b) **Security Requirements**: As required by Part 6 of the bid solicitation.
- c) Résumés for Proposed Resources: Unless specified otherwise in the RFP, the technical bid must include résumés for the resources identified in the bid solicitation that demonstrate that each proposed individual meets the





qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:

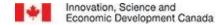
- (i) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work. (Refer to Part 5, Certifications). For educational requirements for a particular degree, designation or certificate, the Contracting Authority will only consider educational programs that were successfully completed by the resource by the time of bid closing.
- (ii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.
- (iii) For work experience, the Contracting Authority will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
- (iv) For any requirements that specify a particular time period (e.g., 2 years) of work experience, the Contract Authority will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e., the start date and end date).
- (v) For work experience to be considered by the Contracting Authority the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.
- (vi) Customer Reference Contract Information: The Bidder must provide customer references who must confirm, when requested by Canada, the facts identified in the Bidder's proposal. For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

3.1B - Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Table detailed in Annex "(C)" - Basis of Payment. The total amount of Applicable Taxes must be shown separately.

- a) Pricing: The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Prices must be firm prices.
- b) All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- c) **Blank Prices**: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.





3.1C - Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.1D - Section IV: Additional Information

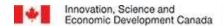
a) Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures

As indicated in Part 6 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s)' site(s) or premises for which safeguarding measures are required for Work Performance:

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

b) The Company Security Officer (CSO) must ensure through the <u>Industrial Security Program (ISP)</u> that the Bidder and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security and Other 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. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) Requests for Interviews: If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.
 - (iii) **Extension of Time**: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 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.
 - Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.
- (b) Mandatory technical evaluation criteria are included in Annex "(B)" Evaluation Criteria.
- (c) **Resource Qualifications:** The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in the bid solicitation. Canada may request proof of successful completion of formal training, as well as reference information. The Contracting Authority reserves the right to request references from a Bidder to conduct a reference check to verify the accuracy of the information provided. For each customer reference, the Bidder **must** provide the name, telephone number and e-mail address (unless this individual does not have an e-mail address) for a contact person. The title of each person is requested but not required. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.
- (d) Reference Checks: If reference checks are conducted by Canada, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day. Canada will not award any points unless the response is received within 5 working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated. Points will only be allocated if the reference customer is an outside client of the Bidder itself and not that of an affiliate (for example, the outside client cannot be the customer of an affiliate of the Bidder.) Points will not be allocated if the outside client is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted.



4.3 Financial Evaluation

Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Table in Annex "(C)" – Basis of Payment, completed by the bidders. The Bidder must provide firm, all inclusive, rates for the solution and if applicable, firm, all inclusive per diem rates for personnel being proposed in accordance with the bid solicitation, which may include an initial contract period and option periods.

4.3.1 Mandatory Financial Criteria

- (a) **Formulae in Pricing Table:** If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.
- (b) Substantiation of Professional Services Rates: In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:
 - (i) documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
 - (ii) a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
 - (iii) a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
 - (iv) details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate bid is at least 10% of or lower than the median price bid by compliant bidders for the first year of the resulting contract for the relevant resource(s). Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

4.4 Basis of Selection

4.4.1 SACC Manual Clause A0031T (2010-08-16), Basis of Selection - Mandatory Technical Criteria

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.

4.4.2

(a) A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive.



- (b) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (c) If more than one bidder is ranked first because of identical overall scores, Canada will proceed to a simple coin toss to determine the top-ranked bidder.
- (d) Notification of Evaluation Results:

All SA Holders who respond to a SBIPS RFP will be notified in writing regarding the outcome of the RFP process. This notice will include the following information:

- (i) Solicitation Number;
- (ii) Company name of winning bidder including total points scored;
- (iii) Total value of contract awarded;
- (iv) Number of responses received by the Contracting Authority; and
- (v) Total points scored of the Bidder (Note: Bidders will only receive their own total points scored and not the score of the other bidders).



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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.

The RFP will specify whether each certification to be submitted is precedent to Contract Award or required within the bid at bid closing.

5.1 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.

5.1.1 Former Public Servant Certification

(a) Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, 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.

(b) **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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, .C-8.



(c) 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:

- (i) name of former public servant;
- (ii) 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.

(d) 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:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) 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.

5.1.2 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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.

5.1.3 Professional Services Resources

- (a) By submitting a bid, the Bidder certifies that, if it is 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.
- (b) By submitting a bid, 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.



- (c) If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
 - (i) the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
 - (ii) the name, qualifications and experience of a proposed replacement immediately available for work; and
 - (iii) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

 No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:
 - (iv) set aside the bid and give it no further consideration; or
 - (v) evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid. The proposed substitute must have qualifications and experience that meet or exceed the score obtained for the original resource.

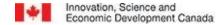
If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

(d) If a Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, 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.

5.1.4 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.



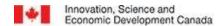


PART 6 – SECURITY REQUIREMENTS

6.1 Mandatory at Bid Closing - Security Requirements

- (a) At the date of bid closing, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (iv) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 Resulting Contract Clauses;
 - (v) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3.1D Section IV: Additional Information.
- (b) For additional information on security requirements, Bidders should refer to the <u>Industrial Security Program (ISP)</u> of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.





PART 7 - RESULTING CONTRACT CLAUSES

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

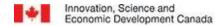
7.1 Requirement

- (a) _____ (the Contractor) agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes:
 - (i) providing professional services, as requested by Canada;
- (b) Client: Under the Contract, the "Client" is Innovation, Science and Economic Development Canada.
- (c) Reorganization of Client: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Project Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.
- (e) Location of Services: Services must be delivered as requested to the locations specified in the Contract, which delivery locations must exclude any area subject to one of the Comprehensive Land Claim Agreements (CLCAs).

7.2 Task Authorization

- (a) **Purpose of TA**: Services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using the Task Authorization ("TA") process.
- (b) **Process of Issuing a TA**: If a requirement for a specific task is identified, a draft "statement of task" will be prepared by the Technical Authority and sent to the Contractor. Once it receives the statement of task, the Contractor must submit a response to the Authority identified in the TA detailing the cost and time to complete the task. The Contractor's response must be based on the rates set out in the Contract. The Contractor will not be paid for providing the response or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within three working days of the request, unless otherwise specified.
- (c) **Approval Process**: If Canada approves the Contractor's task response, Canada (by its authorized representative, as described in this contract) will issue the TA by forwarding a signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.
- (d) Contents of a TA: A Task Authorization must contain the following information, if applicable:
 - (i) a task number;
 - (ii) the details of any financial coding to be used;
 - (iii) the number of resources in each category required;
 - (iv) a statement of work for the task outlining the activities to be performed and identifying any deliverables;
 - (v) the duration of the task is to be carried out (start and end dates);
 - (vi) milestone dates for deliverables and payments (if applicable);
 - (vii) the number of person-days of effort required;
 - (viii) the specific work location;





- (ix) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
- (x) any other constraints that might affect the completion of the task.
- (e) Charges for Work under a TA: The Contractor must not charge Canada anything more than the price set out in the Task Authorization unless Canada has issued a TA amendment authorizing the increased expenditure. 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 being incorporated into the Work.
- (f) **Consolidation of TAs for Administrative Purposes**: The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.
- (g) Refusal of Task Authorizations:

Unless specified otherwise in the RFP, the Contractor is required to submit a response to every draft statement of task issued by Canada. Canada may immediately, and without further notice, terminate the Contract for default if the Contractor does not submit a response to a draft statement of task issued during the Contract Period.

7.3 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 (http://sacc.pwgsc.gc.ca/sacc/index-e.jsp) issued by Public Works and Government Services Canada.

(a) General Conditions:

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

(b) Supplemental General Conditions:

The following Supplemental General Conditions:

- (i) **2035-22** (2008-05-12) Confidentiality;
- (ii) <u>4006</u> (2010-08-16), Supplemental General Conditions Contractor to Own Intellectual Property Rights in Foreground Information;

Apply to and form part of the Contract.

7.4 Security Requirement

The following security requirements (SRCL and related clauses) as set out under Annex "(D)", apply and form part of the Contract.

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, 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).
- The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by the CISD, PWGSC.



- 3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED/CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed up to the level of **SECRET**.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex "(D)";
 - b. Industrial Security Manual (Latest Edition).

7.5 Contract Period

- (a) **Contract Period**: The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - (i) The "Initial Contract Period", which begins on the date the Contract is awarded and ends March 31st, 2018; and
 - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

(b) Option to Extend the Contract:

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 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 formal contract amendment.

7.6 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Melyssa Zawadka

Title: Contracts & Procurement Officer Organization: Chief Information Office Sector

Address: 235 Queen Street, Ottawa ON, K1A0H5, room 325C

E-mail address: Melyssa.zawadka@canada.ca

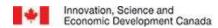
The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions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

(b) **Project Authority**

The Project Authority name will be provided at contract award.

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.

(c) Contractor's Representative

7.7 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 web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.8 Payment

(i)	Professional Services provided under a Task Authorization with a Firm Price : For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive milestone deliverable costs set out in Annex C of this contract), GST/HST extra. Any additional deliverables and/or professional services as outlined in the Annex A will require the Contractor to provide a proposal outlining the deliverables and/or services along with the firm price. The Contractor's proposal must be approved and accepted by the Project/Technical Authority prior to a Task Authorization being issued.
	Estimated Cost: \$
(ii)	Pre-Authorized Travel and Living Expenses: Canada will not pay any travel or living expenses associated with performing the Work.
(iii)	GST/HST:
	Estimated Cost: \$

- (iv) Competitive Award: The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (v) Professional Services Rates: In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.
- (vi) Purpose of Estimates: All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.



(b) Limitation of Expenditure

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.

(c) Method of Payment

(i) Task Authorizations/Contract with a Firm Price - Milestone Payments

For any Task Authorization/Contract issued that includes a schedule of milestone payments to be made once specific portions of the work have been completed and accepted, Canada will make milestone payments in accordance with the schedule of milestones detailed in that Task Authorization/Contract and the payment provisions of the Contract, up to _____% (percentage to be specified in the RFP) of the amount claimed and approved by Canada if:

- (A) an accurate and complete claim for milestone payment using form PWGSC-TPSGC 1111 http://publiservice.tpsgc-pwgsc.gc.ca/forms/text/index-e.html and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract.
- (B) the total amount for all milestone payments paid by Canada under that Task Authorization/Contract does not exceed 90% percent, or the other percentage specified in the Task Authorization/Contract, of the total amount to be paid;
- (C) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives; and
- (D) all work associated with the milestone and any deliverable required have been completed, delivered, and accepted by Canada.

The balance of the amount payable will be paid in accordance with the basis of payment provisions of the Contract following delivery and acceptance of the Work for which milestone payments were made.

(ii) Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

(iii) No Responsibility to Pay for Work not performed due to Closure of Government Offices

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.9 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.



(d) The Contractor must provide the original of each invoice to the Contracting Authority or a representative named. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

7.10 Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, or fails to provide the additional information, or if 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.

7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario or as indicated in the Bidder's Supply Arrangement.

7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- (a) These Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental general conditions, in the following order:

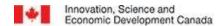
The following Supplemental General Conditions:

- (i) **2035-22** (2008-05-12) Confidentiality;
- (ii) 4006 (2010-08-16), Supplemental General Conditions Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) General Conditions 2035 (2016-04-04), General Conditions Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex C, Basis of Payment;
- (f) Annex D, Security Requirements Check List;
- (g) The signed Task Authorizations;
- (h) Supply Arrangement EN537-05IT01/XXX/EI
- (i) the Contractor's bid dated _____ (insert date of bid), as amended _____ (insert date(s) of amendment(s) if applicable), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.13 Insurance Requirements

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.





7.14 Limitation of Liability - Information Management/Information Technology

(a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". 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. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

(b) First Party Liability:

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

 In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) Third Party Claims:

(i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to



have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

- (ii) If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Subarticle (c).

7.15 Joint Venture Contractor

(a)		Contractor confirms that the name of the joint venture is and that it is comprised of the wing members: [all the joint venture members named in the Contractor's original bid will be listed].
(b)		respect to the relationship among the members of the joint venture Contractor, each member agrees, esents and warrants (as applicable) that:
	(i)	has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
	(ii)	by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
	(iii)	all payments made by Canada to the representative member will act as a release by all the members.
(c)	All th	ne members agree that Canada may terminate the Contract in its discretion if there is a dispute among the

- members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

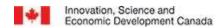
Note to Bidders: This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

7.16 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this contract.

 All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (b) If the Contractor fails to deliver any deliverable (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to





the Project Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

(c) In General Conditions 2035, Section 08 titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - (A) the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - (B) security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.

- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:
 - (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Section titled "Default of the Contractor", or
 - (B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Project Authority. The replacement must have qualifications and experiences that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c).

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the Excusable Delay Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.17 Safeguarding Electronic Media

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.



7.18 Reporting Requirements

The Contractor must provide the following reports to the Contracting Authority at the following times as specified in Annex "(A)".

7.19 Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.20 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Project Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.21 Government Property

Canada agrees to supply the Contractor with the items listed below (the "Government Property"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

Innovation, Science and Economic Development Canada will provide, and ID pass, an office space (cubicle) with desktop computer and access to a network printer.



ANNEX A - STATEMENT OF WORK

1.0 MANDATE

Innovation, Science and Economic Development Canada (ISED) formerly Industry Canada works with Canadians in all areas of the economy and in all parts of the country to improve conditions for investment, enhance Canada's innovation performance, increase Canada's share of global trade and build a fair, efficient and competitive marketplace.

This includes managing Canada's airwaves and overseeing its bankruptcy, incorporation, intellectual property and measurement systems; providing financing and industry research tools to help businesses develop, import and export; encouraging scientific research; and protecting and promoting the interests of Canadian consumers.

2.0 ORGANIZATION

The mandate of the Chief Information Office (CIO) of Innovation, Science and Economic Development Canada (ISED) formerly Industry Canada is to maximize ISED's business performance through modern and progressive management of information technology (IT) services, policies, and resources. The CIO Branch is specifically responsible for:

- Establishing IM/IT strategies and policies that support the overall mandate of the Department and are consistent with established funding envelopes;
- Aligning IM/IT resources with departmental priorities and IM/IT plans through a practical governance structure;
- Providing high-quality, affordable IM/IT services to departmental business partners;
- Providing high-quality and responsive support to departmental IM/IT users;
- Establishing department-wide technology standards and architecture to maximize opportunities for horizontal investments in IM/IT across the department; and
- Directing and supporting a program of IM activities to ensure the effective and efficient management of information within Innovation, Science and Economic Development Canada.

The Business Services Branch (BSB) is responsible for the development of solutions and applications, enterprise solutions, as well as the maintenance of existing systems to support ISED enterprise and business units.

3.0 OBJECTIVE

The following describes the technical requirements necessary to implement an Enterprise Search Platform for Innovation, Sciences and Economic Development Canada (ISED) and its supporting services using Solr technology (http://lucene.apache.org/solr/).

This also specifies the technical requirements for the major packages for an enterprise search engine Platform for ISED based on Solr technology, namely:

- A **Solr Core** package based on SolrCloud architecture. It should be secure and configured in cluster mode so that security, scalability and high availability requirements are met for an Enterprise solution.
- Solr components package such as Highlighting, Query Complete, Suggester and the analytics components.
- Solr plugins support to fulfil specific ISED requirements.
- Solr Clients such as SolrJ and AJAX, configured to allow the majority of Solr components to talk to Java
 applications and JavaScripts.
- Solr UI Administration tool to manage internal configurations of the search engine.
- Connectors components for OpenText (GCDOCs) and SharePoint (Microsoft). (optional requirements)



4.0 PROJECT BACKGROUND

ISED is looking to deploy a new search engine technology based on Solr. The department's existing search services is based on Verity which has reached its end of life, therefore, the technology is no longer supported. Additionally, Verity services are outdated and unable to perform advanced or modern search functions. There are no capabilities for example, to save search queries and automatically run them against newly added documents - a function also known as 'reverse search' and 'document routing'.

ISED has initiated the migration of some of its collections from Verity to Solr. The work is based on in-house knowledge of Solr technology and a current installation of SolrCloud. ISED would like to leverage the investment spent on these migrations, however, this is not a requirement neither a constraint to the bidder for their proposed solution.

4.1 Project Costs

The initial contract period will not exceed \$500,000 exclusive of HST/GST. The total value of the contract, including option periods and optional infrastructure will not exceed \$2,000,000 inclusive of HST/GST.

5.0 PROJECT REQUIREMENTS

In order to ensure that this endeavour achieves the outcomes required by Innovation, Science and Economic Development Canada (ISED), the CIO Sector is seeking to establish a contract to support the following phases for delivery of a Solr Search Engine solution:

- Phase I: Provisioning of non-production solution. In this phase, only core search functions to facilitate current dataset search capabilities are to be delivered. **Delivery date:** end of July 2017;
- Phase ||: Adding advanced features (plugins and connectors) to Phase I ISED datasets. Delivery date: end of October 2017;
- Phase || : Provisioning of a complete production solution. Delivery Date: end of December 2017.

5.1 Solr Core Requirements

ID	Title / Description
C-1	Technology Requirements
	The Enterprise Search solution must be based on SolrCloud version 6.2 or higher and use the distributed and replicated enterprise search pattern. The solution must be secured .
C-2	Feature Requirements
	The following features must be enabled and configured to use their default behaviour (function or algorithm), unless stated otherwise in subsequent requirements:
	 Stemming, Processing Synonyms Working with Stop words, Phonetic analysis, Substring indexing and wildcard Multilingual search (French & English)



- Score boosting
- DisMax query parser
- Filterina
- Faceting
- Spatial search
- Real-time search

C-3 High Availability of the Enterprise Search

The solution must be highly available (3-10 days maximum of down time), clustered and redundant.

The solution must be setup to be ready to scale if needed.

The following is an estimated storage size of current ISED Verity collections. These numbers are for information purposes only, to permit the vendor to estimate the number of *shards* needed or for any other specification.

- Total Number of ISED Documents in Verity: 32 000 000
- Verity Total storage in GB: 1182
- We can assume that the numbers grow linearly, started from 0 documents 20 years ago to today
- Collection size in Verity are 30% higher than Solr's collections

C-4 Input Formats

The solution must search diverse repositories and support the following inputs formats to index:

- XML (Solr's update-XML)
- XML
- CSV
- Rich Documents (PDF, HTML, WORD, RTF, images, audio) (Using Solr Cell or Apache Tika)
- DataImportHandler (Relational Databases, Emails, RSS, ATOM etc...)
- Java-Bin (SolrJ Binary format)

C-5 Input Source

Solr must be able to index data (documents) included in the HTTP POST and via a remote streaming mechanism.

C-6 Indexing - Output Formats

The solution must support the following output formats from the indexing process:

- Queries
- Faceting
- Highlighting
- Spellcheck
- Formatting

C-7 **Searching - Output Formats**

The solution must support the following response format types when performing a search function:

- JSON,
- XML,
- CSV

The solution must support result sorting and pagination for all those response types.

C-8 Schema





	Solr must be setup so that the schema definition is based on standard field types and dynamic field types. It must also support text analysis features such as stop words, stemming and synonyms for French and English.
C-9	Client Integration with Solr
	ISED applications that need to integrate with Solr must use known open source libraries to perform search functions. For java applications, SolrJ must be used in client side to communicate with the solution.

5.2 Solr Components Requirements

ID	Description	
SC-1	Search Components	
	In addition to the core components described in section 5.1 (Query, Facet, Filtering), the solution must also support the following in order to enhance the ISED search experience:	
	 Debug component (for development and debugging only) Highlighting Spell checking Suggester Query Elevation or boosting More-like-this Analytics Clustering Collapse and Expand Terms and term vector Logging Component Deduplication Solr caching Exporting Result Sets The above components must be enabled and configured to use their default behaviour (function or	
	algorithm), unless stated explicitly otherwise in the subsequent requirements.	
SC-2	Highlighter Component	
	Solr must be configured to use a highlighter that supports complex highlighting styles, such as colors and html markup.	
SC-3	SpellCheck component	
	Solr must reference at least two dictionaries for the spellchecker to function, one in English and one in French. The dictionaries should be freely distributed such as Solr's defaults or Open Office files.	
SC-4	Suggester	
	Solr solution must be able to suggest search results based on instant-search configuration. Once ISED enterprise search has logged sufficient query volume, the solution must also be able to perform query completion against previously logged and executed queries.	
SC-5	Clustering Component	
	Solr must be configured to use a clustering algorithm that is open source (such as Carrot 2).	

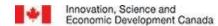


SC-6	Logging Component
	ISED Solr Solution must capture useful information about each request to Solr in order to monitor and analyze usage for auditing, analytics and big data reporting. The log artifact may also be used by the SpellCheck component, the Solr's Analytics component, and by an external product. At a minimum, the following must be captured:
	 Request parameters Response times Result counts Timestamps Search expression/text Result identifier (index)
SC-7	<u>De-Duplication</u>
	Solr must be configured to avoid duplicate documents from entering an index.
SC-8	Solr Caching
	Query caching must be enabled in order to speed up repetitive queries.
SC-9	Exporting Result Sets
	The solution must allow the exporting of large sorted result sets using the /export request handler component.

5.3 Solr Plugins

ID	Description
P-1	OCR Plugin
	Apache Solr must be integrated with an Optical Character Recognition (OCR) plugin/software such as Tesseract in order to extract information from scanned documents.
P-2	<u>Images</u>
	Apache Solr must be able to retrieve images based on similar colour and texture characteristics using Lucene Image Retrieval (LIRE).
P-3	Reverse Search
	Solr enterprise solution must be able to save search queries and automatically run them against newly added documents - a function also known as 'reverse search' and 'document routing' – using a plugin such as Luwak .
P-4	Document Level Security
	An intermediary proxy is required within the solution in order to provide document level security and ensure users access only what they are allowed to access. The proxy will reside between Solr and users performing search functions.
	The proxy must use access controls provided by ISED Identity Management (IDM) solution (the authorization module). IDM is integrated with Government of Canada Single Sign-on solution and uses





	OpenAM which acts as a service provider in a SAML2 topology.
P-5	Federated/Syndicated Search
	Enterprise Search solution must be able to search multiple collections through one request, providing one set of results.
	After federation, a step of de-duplication is required to remove data redundancy.

5.4 Solr Admin UI

ID	Description
UI-1	Secure Access to Solr Admin UI
	The Solr Admin UI must only be used by authenticated users.

5.5 Deployment

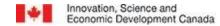
ID	Description			
D-1	Deployment on all ISED Environments			
	The Enterprise Search must be installed on all four ISED environments. Those environments must be physically separated.			
	- DEV, UAT, QA and PROD.			
	In DEV and UAT, the solution does not require a fully-fledged production-level landscape.			
D-2	Schema Import Mechanism			
	There must be a Configuration Management solution or a Utility Tool (example: script) that facilitates the migration and import of schemas and configurations from one ISED environment to another.			

5.6 Infrastructure Requirements

It is ISED's intent to acquire virtual machines for each of the four Solr environments to be installed and configured upon and be hosted within an SSC managed datacentre. Below is a list of the virtual machine specifications for each environment.

ID	Description			
I-1	Development environment provisioning			
	The solution will need to be installed and configured in the ISED DEV environment (Development).			
	The ISED Dev environment will be composed of 7 Virtual machines (VMs) in total. Each Virtual Machine (VM) has: 4 CPUs, 16G RAM and 300G of storage. The Operating system is Linux.			





I-2	User Acceptance Testing environment provisioning		
	The solution will need to be installed and configured in the UAT environment (User Acceptance testing). ISED UAT environment will be composed of 7 Virtual machines (VMs) in total. Each Virtual Machine (VM) has 4 CPUs, 16G RAM and 300G of storage. The Operating system is Linux.		
I-3	Quality Assurance environment provisioning		
	The solution will need to be installed and configured in the QA environment (Quality Assurance).		
	ISED QA environment will be composed of 7 Virtual machines (VMs) in total. Each Virtual Machine (VM) has 4 CPUs, 16G RAM and 300G of storage. The Operating system is Linux.		
I-4	Production environment provisioning		
	The solution will need to be installed and configured in the PROD environment (Production). ISED Prod environment will be composed of 7 Virtual machines (VMs) in total. Each Virtual Machine (VM) has 4 CPUs, 16G RAM and 900G of storage. The Operating system is Linux.		

5.7 Optional Requirements: Connectors

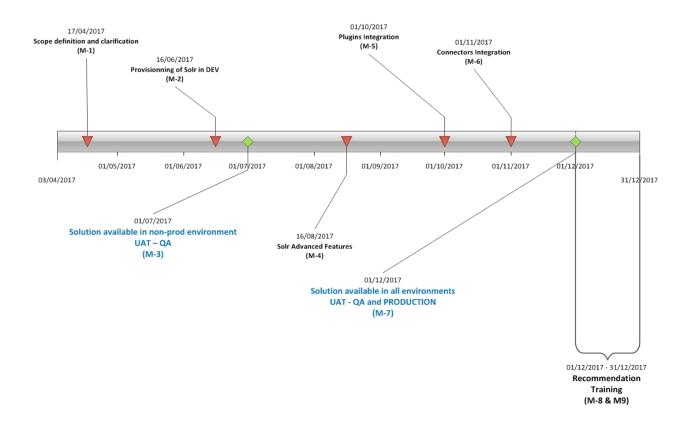
ID	Description			
CN-1	OpenText Connector			
	LiveLink connector must be enabled so that ISED – products (Based on OpenText) file system could be searched.			
CN-2	2 SharePoint Connector			
	SharePoint (Microsoft) connector must be enabled so that ISED SharePoint repositories could be searched.			
CN-3	Wiki Connector			
	Wiki Connector must be enabled so that the ISED Wiki can be searched. ISED uses confluence as their wiki solution.			
CN-4	Web Connector			
	Solr solution must be able to crawl web pages.			
CN-5	<u>ElasticSearch</u>			
	ElasticSearch Connector must be enabled so that Solr solution can search Elastic Search indexes.			

6.0 MILESTONE DELIVERABLES

In support of the evolution of the Solr Enterprise Search Project, the successful Bidder will provide the milestone deliverables to ISED by gathering, documenting and packaging all recommendations related to the structure and composition of the stated deliverables into their proposed solution along with the composition of the training sessions, and professional services requirements.



The initial contract milestone/deliverables and services are outlined in the plan and the sections below; the diagram assumes an anticipated start date of April 3rd. Timeline dates will be adjusted to reflect date of contract award.



The following Milestone tables outline each of the required contract deliverables. Within the milestones descriptions, references are made to Section 5.0 – Project Requirements ID numbers. Bidders should reference each identified Project Requirement ID number found in the relevant Project Requirements tables in Section 5.0 to obtain the detailed information related to the relevant milestone deliverable.

Milestone ID	Description	Due Date
M-1	Scope definition and clarification This milestone is a short phase where the winning bidder and ISED review the statement of work and clarify expectations and deliverables together. The outcome of this milestone is a project plan that outlines all deliverables within each milestone described below along with estimates.	15 days after the contract was awarded.
M-2	Provisioning of the Solr Solution in DEV environment As mentioned in section 4 (Project Background), ISED has started migrating some datasets from Verity to Solr. The work is based on in-house knowledge of Solr technology and an existing SolrCloud installation. The bidder must use those dataset collections and ensure that they are operational in the DEV platform. This milestone consists then of installing Solr with all features outlined in the following requirements so that those existing ISED datasets will be operational.	60 days after milestone M-1





	 All of Solr Core Requirements described in section 5.1 (from C-1 to C-9) Solr Admin UI requirements (Section 5.5) Development environment provisioning (I-1) 	
	There will be a maximum of 3 Solr schemas to be integrated.	
	These schemas are used by Java web applications; therefore integration with SolrJ is needed.	
M-3	Solution Available in all other non-production environments	15 days after M-2
	The solution must be replicated in all non-production environments. The following requirements must be met:	IVI-Z
	 User Acceptance Testing environment provisioning (I-2) Quality Assurance environment provisioning (I-3) 	
	Testing of search functionality will be done using legacy web applications, Solr admin UI and by unit testing.	
	PHASE II – Duration: 3 months (expected end date: October 2017)	
M-4	Advanced Features through Solr Components integration	45 days after milestone M-3
	This milestone will update all Solr ISED schemas and configurations present after the completion of M-3, so that all the requirements SC-1 to SC-9 can be demonstrated.	milestone wi-3
	Testing of advanced search functionality will be done using Solr admin UI and by unit testing.	
M-5	Plugins Integration	45 days after milestone M-4
	This milestone will update all Solr ISED schemas and configurations present after the completion of M-4, so that the following features can be demonstrated:	Timestone IVI-4
	 Search against image documents where OCR has been performed (P-1) Search similar images (P-2) Search against saved queries (P-3) Search against secure content (P-4) Search against multiple collections (P-5) 	
	Testing of plugins functionality will be done using Solr admin UI and by unit testing.	
	Phase III – Duration: 3 months (expected end date December 2017)	
M-6	Connectors Integration (optional)	30 days after milestone M-5
	If this optional requirement is exercised, this milestone will update Solr configuration so that at least one of the following connectors are enabled and can be demonstrated:	milestone w-5
	- OpenText connector (CN-1) - SharePoint connector (CN-2) - Wiki connector (CN-3) - Web connector (CN-4) - ElasticSearch (CN-5)	
	Testing of connector functionality will be done using Solr admin UI and by unit	1



	testing.	
M-7	Final deployment In this milestone, ISED Solr solution will be deployed to production, along with the new schemas for ISED datasets and the all search features associated to them. The following requirements must be implemented: - All of Deployment Requirements described in section 5.5 (from D-1 to D-2) AND, Regression testing of all search features will be done using Solr admin UI and by unit/integration testing.	30 days after milestone M-6 (if exercised) or M-5
M-8	Solr Support Team – Recommendation report ISED will need to ensure that its search solution supporting office staff is resourced with employees that have the necessary skills and expertise to fulfil ongoing administrative, support and training/onboarding requirements once the supporting infrastructure has been created and is operational. The winning bidder will be expected to provide recommendations on roles and skill-sets required to assume these future roles. Requirements of the bidder will include: • Recommendations report in MS Word on roles and skill sets required for future ongoing administrative, operations and maintenance, and expansion. • The report must include a detail description of the recommended team size, role, technical background and years of experience needed for every member of the support team.	15 days after milestone M-7
M-9	Training The winning bidder will provide on-boarding and training sessions (4-6 sessions, 2 hours each, for up to 10 participants per session) and supporting documentation in MS Word or HTML.	15 days after milestone M-8

7.0 LANGUAGE REQUIREMENTS

The successful candidates must be able to communicate effectively in English both orally and in writing.

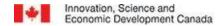
8.0 DELIVERABLES

All deliverables shall be provided in English and in ISED's standard Microsoft Office 2010 standard formats in both electronic and hard copy (when required).

9.0 CONSTRAINTS

The resource(s) must work within constraints imposed by the department, such as government policies and mandatory procedures, current and proposed related activities, security, sensitivity to other interests, protection of the environment, conservation of resources and other relevant restrictions and work space as required.





10.0 WORK LOCATION

The resource would be available on mutually agreed upon timelines to work offsite or onsite at Innovation, Science and Economic Development Canada in the National Capital Region (only) and for meetings at 235 Queen Street, Ottawa, Ontario.

11.0 TRAVEL

No travel or living expenses will be reimbursed under the contract.



ANNEX B – EVALUATION CRITERIA

SBIPS – Tier 1 Domain 11 – Systems Integration

MANDATORY EVALUATION CRITERIA

The technical evaluation mandatory criteria have been divided into two (2) sections for evaluation purposes.

Note:

Listing corporate experience without providing any supporting details describing when, where and how such experience was obtained will cause the proposal to be considered non-compliant by the SBIPS evaluation team. All corporate project references must be fully documented and substantiated in the proposal.

Mandatory Criteria Item #	Description	Compliant / Non Compliant				
SECTION A - C	ORPORATE CAPABILITY					
M1	M1 The Bidder(s) must demonstrate that the firm has been in business for a minimum of five (5) years and has provided Information Management/Information Technology (IM/IT) professional application solutions to the public and/or private sector.					
	The Bidder(s) must provide a corporate profile and information to assist the evaluation team in determining compliance.					
	The corporate profile and information must include the legal name of the Bidder(s) and include the following information:					
	 The primary activities of the company; Company overview; Brief description of the company size; Corporate structure; Number of years in business; Number of employees Company locations within Canada; and List of major clients 					
М2	The Bidder must demonstrate its experience with a minimum of two (2) projects within the last five (5) years where the firm has national or international experience successfully establishing and delivering Enterprise Search solutions based on Solr technology for a public or private sector client organizations (20+ employees).					
	Note: Each client reference cited must be from an individual and separate private or public sector company/organization.					
	For each cited organizational reference, Bidders must submit client reference sheets with their proposal. Each client reference sheet must provide the following information:					
	 Project name; Client organization; Start date, duration, and value of completed assignment; A description of the work performed, the skills and tools involved, and 					

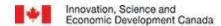


Mandatory Criteria Item #	Description	Compliant / Non Compliant
	 the responsibilities held during the engagement (contract); An outline of the processes, procedures and tools applied by the Bidder to deliver a Solr Solution; and The name, title, current phone number and the current email address of the Client Authority or authorized representative who will confirm the Bidder's claims. The named individual identified as a client contact for the cited assessment and MUST be a resource affiliated with the identified client organization to which the work was delivered, and not a member or affiliate of the Bidder's organization or Joint Venture Partner organization, or of a sub-Contractor of the Bidder. 	
M3	The Bidder must demonstrate its experience with a minimum of two (2) projects within the last five (5) years where the firm has national or international experience successfully delivering maintenance and providing service support for Search applications based on Solr technology for a public or private sector client organizations (20+ employees). Note: Each client reference cited must be from an individual and separate	
	private or public sector company/organization. For each cited organizational reference, Bidders must submit client reference sheets with their proposal. Each client reference sheet must provide the following information:	
	 Project name; Client organization; Start date, duration, and value of completed assignment; A description of the work performed, the skills and tools involved, and the responsibilities held during the engagement (contract); An outline of the processes, procedures and tools applied by the Bidder to deliver Solr maintenance and support; and The name, title, current phone number and the current email address of the Client Authority or authorized representative who will confirm the Bidder's claims. The named individual identified as a client contact for the cited assessment and MUST be a resource affiliated with the identified client organization to which the work was delivered, and not a member or affiliate of the Bidder's organization or Joint Venture Partner organization, or of a sub-Contractor of the Bidder. 	
SECTION B - M	IILESTONE DELIVERABLES	
M6	The Bidder must demonstrate, through 2 references, its experience on the delivery of scope definition and project work plans such as those outlined in Annex A – Statement of Work, Section 6 – Milestone Deliverable, M-1.	
M7	The Bidder must demonstrate its experience, through 2 references, on provisioning of Solr technology in multi-tiered environment as outlined in Annex A – Statement of Work, Section 6 – Milestone Deliverables, M-2, M-3 and M-7.	
M8	The Bidder must demonstrate its experience, through 2 references, on extending Solr technology as outlined in Annex A – Statement of Work, Section 6 – Milestone Deliverable, M-4, M-5 and M-6.	
M11	The Bidder must demonstrate its experience on providing a Solr technical	



Mandatory Criteria Item #	Description	Compliant / Non Compliant
	support team, and a recommendation report, through 2 references, as outlined in Annex A – Statement of Work, Section 6 – Milestone Deliverable, M-8.	
M12	The Bidder must demonstrate its experience, through 2 references, on developing and delivering training as outlined in Annex A – Statement of Work, Section 6 – Milestone Deliverable, M-9.	





ANNEX C - BASIS OF PAYMENT

The financial evaluation tables have been divided into three (3) major areas of evaluation. Each table has a rating value percentage that has been assigned to each table to outline the overall value of the financial proposal.

Note: The contract period (up to March 31, 2018) **shall not** exceed **\$500,000** exclusive of HST/GST. The total value of this contract including option periods will not exceed \$2,000,000.00 inclusive of HST/GST.

FINANCIAL PROPOSAL	Costs	Rating Value	Score		
Table 1 – Milestone Costs	\$	70%			
Table 2 – Support & Maintenance Costs	\$	20%			
Table 3 – Optional Costs	\$	10%			
Sub-total	\$	100%			
Financial Proposal Score:					
Evaluation Methodology: Lowest Financial Score					

TABLE 1

MILESTONE DELIVERABLES COSTS						
Milestone Number	Milestone Number Title					
1	Scope definition and clarification	\$				
2	Provisioning of the Solr Solution in DEV environment	\$				
3	Solution Available in all ISED non production environments	\$				
4	Advanced features Through Solr Components integration	\$				
5	Plugins Integration	\$				
7	Final deployment	\$				
8	Recommendation Report	\$				
9	Training	\$				
	\$					



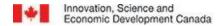


TABLE 2

SUPPORT AND MAINTENANCE COSTS				
Year 1 (April 2017 – March 2018)	\$			
Year 2 (April 2018 – March 2019)	\$			
Year 3 (April 2019 – March 2020)	\$			
SUB-TOTAL	\$			

TABLE 3

OPTIONAL MILESTONE DELIVERABLES COSTS					
Milestone Number	Milestone Number Title				
6	Connectors Integration	\$			
	\$				

Additional Costs/Task Authorizations

As a result of the recommendations and findings of the deliverables, additional task authorizations may be established to support the development of short and medium term needs to support the evolution of the API Store pilot project at ISED. These may include future requirements that have been identified as well as those that my result from findings/ recommendations during the initial contract period. Any additional task authorizations/costs will be negotiated at the time of the requirement.





ANNEX D - SECURITY REQUIREMENTS CHECK LIST

Government of Cana		Gouvernement du Canada			Contra	ct Number / Numéro du con	trat
						ssification / Classification de UNCLASSIFIED	sécurité
ART A - CONTRACT II Originating Governmer Ministère ou organism	NFORM nt Depar	ISTE DE VÉRIFIC ATION / PARTIE A - tment or Organization	ECURITY REQUIREMENT ATION DES EXIGENCE INFORMATION CONTRA On /	ES RELATIVI	ES À LA SÉ		érale ou Direction
a) Subcontract Numbe			ıs-traitance 3. b) Na	ame and Addre	ess of Subcont	ractor / Nom et adresse du s	sous-traitant
Brief Description of Wo							
a) Will the supplier req Le fournisseur aura		ess to Controlled Go		147 1		-	No Yes
Regulations?	-t-il accè données	es à des données tec techniques?	5			chnical Data Control ux dispositions du Règlemen	No Yes Non Oui
a) Will the supplier and Le fournisseur ainsi (Specify the level of (Préciser le niveau	d its emp i que les f access d'accès	oloyees require acce employés auront-ils using the chart in Qu en utilisant le tablea	ss to PROTECTED and/or accès à des renseignemer uestion 7. c) u qui se trouve à la question	nts ou à des bie n 7. c)	ens PROTÉGÉ	ÉS et/ou CLASSIFIÉS?	No Yes Non Oui
PROTECTED and/o Le fournisseur et se à des renseigneme	or CLAS es emplo nts ou à	SIFIED information o yés (p. ex. nettoyeu des biens PROTÉG	or assets is permitted.	uront-ils accès it pas autorisé.		access areas? No access to 'accès restreintes? L'accès	No Yes Non Ves
S'agit-il d'un contra	t de mes	sagerie ou de livrais	on commerciale sans entre	eposage de nui	- I to be be be a second	n auquel le fournisseur devr	Non Ou
Car	nada 🖟		NATO / OTA	N N		Foreign / Étrange	ır 🗍
b) Release restrictions	s / Restri	ictions relatives à la	diffusion				307.5
No release restrictions Aucune restriction relat à la diffusion	tive [/	All NATO countries Tous les pays de l'OTAN			No release restrictions Aucune restriction relative à la diffusion	
Not releasable À ne pas diffuser	[2	
Restricted to: / Limité à Specify country(ies): / F	575, L	le(s) pays :	Restricted to: / Limité à : Specify country(ies): / Pre	éciser le(s) pay	/s:	Restricted to: / Limité à : Specify country(ies): / Préc	iser le(s) pays :
. c) Level of information	a / Nivoa	u d'information					
PROTECTED A	.,,,,,,,,	7	NATO UNCLASSIFIED			PROTECTED A	
PROTÉGÉ A	M		NATO NON CLASSIFIÉ			PROTÉGÉ A	
PROTECTED B			NATO RESTRICTED			PROTECTED B	
PROTÉGÉ B			NATO DIFFUSION REST	TREINTE L	_	PROTĖGĖ B	
PROTECTED C			NATO CONFIDENTIAL		- 11 17	PROTECTED C	
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TRÈS SECRET (SIGIN						TRÈS SECRET (SIGINT)	
TBS/SCT 350-103(200	04/12)		Security Classification /	Classification d	le sécurité		
	0.0000000000		UNCLA	SSIFIED	veras-244-0000 (3000)		Canada
			UNOLA	JOII ILD			Cariada





*	Government of Canada	Gouvernement du Canada		Contract N	Number / Numéro du co	ontrat
				Security Classif	fication / Classification CLASSIFIED	de sécurité
Vill the sup the fourniss of Yes, indictionally and l'affin Vill the sup the fourniss Short Title(Document	eur aura-t-il accès cate the level of se mative, indiquer le pplier require accès eur aura-t-il accès (s) of material / Titr Number / Numéro RSONNEL (SUPPINE) security screen RELIABILITY S' COTE DE FIABITOP SECRETTRÈS SECRET SITE ACCESS	ss to PROTECTED an à des renseignements nistivity: niveau de sensibilité : ss to extremely sensiti à des renseignements des présentements de sa des renseignements : LIER) / PARTIE B - Ping level required / NitTATUS LITÉ SIGINT SIGINT CALCEMENTS MPLACEMENTS Ints:	ve INFOSEC information or s ou à des biens INFOSEC d	information or assets? lésignés PROTÉGÉS et/ou Cl assets? le nature extrêmement délicat	ASSIFIÉS? e? TOP SEC TRÉS SE COSMIC	
Du per If Yes, Dans I' ART C - SA NFORMAT	REMARQUE: S nscreened personn sonnel sans autoris will unscreened pe affirmative, le pers IFEGUARDS (SUP TION / ASSETS / e supplier be requires?	Si plusieurs niveaux de le be used for portions sation sécuritaire peut irrsonnel be escorted? onnel en question ser PLIER) / PARTIE C-RENSEIGNEMENT red to receive and store le	e contrôle de sécurité sont re s of the work? -il se voir confier des parties a-t-il escorté? MESURES DE PROTECTIONS TO BIENS TO PROTECTED and/or CLA		n de la sécurité doit êtr	e fourni. No Yes Non Oui No Yes Non Oui No Yes Oui Yes Oui
. b) Will the			SEC information or assets? nseignements ou des biens (COMSEC?		No Yes Non Oui
RODUCTI	ON		Vir 12-11			
occur a	at the supplier's site	or premises?		CTED and/or CLASSIFIED mate réparation et/ou modification) d		No Yes Non Oui
FORMAT	ION TECHNOLOG	Y (IT) MEDIA / SUF	PPORT RELATIF À LA TECH	NOLOGIE DE L'INFORMATIO	N (TI)	
informa Le four	ation or data? misseur sera-t-il ten		systèmes informatiques pour	duce or store PROTECTED and traiter, produire ou stocker élec		No Yes Non Oui
Dispos				mment department or agency? seur et celui du ministère ou de	l'agence	No Yes Non Oui
BS/SCT 3	50-103(2004/12)		Security Classification / Cl	assification de sécurité		O 7141
			UNCLASS	IFIED		Canad'ä



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7	

Government of Canada

Gouvernement du Canada Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
UNCLASSIFIED

DADTC	(continued)	/ PARTIE C -	(assista)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ		ED SÉ	CLASSIFIED CLASSIFIÉ			NATO			COMSEC						
	A	В	С	CONFIDENTIAL CONFIDENTIAL	SECRET TOP SECRET TRÊS SECRET		RESTRICTED NATO	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÊS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
											A	В	С	CONFIDENTIEL		TRES SECRET
nformation / Assets tenseignements / Biens roduction	×	×			×											
DOMEST STATES																
T Media / Support TI	×	X	1		X											
T Link / ien électronique													П	ř.		

12.	 a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?
	If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

	No	Yes
V	Non	 Oui

« Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

	No	Yes
N	Non	100

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des plèces jointes (p. ex. SECRET avec

des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canadä





*	Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat Security Classification / Classification de sécurité UNCLASSIFIED

DADE D. ANTHODIZATION (DAD	TIE D. ALITORICATIO	N			
PART D - AUTHORIZATION / PART 13. Organization Project Authority / C				400	Sharp and the state of the stat
Name (print) - Nom (en lettres moulé	Title - Titre		Signature		
Telephone No Nº de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cou	rriel	Date
14. Organization Security Authority /	Responsable de la séc	urité de l'orga	nisme		
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	
Pierre Laurendeau-Fitzpatric	k	Security in	Contracting Officer	Pin	l L.F.
Telephone No N° de téléphone	Facsimile No No de	télécopieur	E-mail address - Adresse cou		Date
343-291-1894			pierre.laurendeau-fitzpatrick@	canada.ca	02/03/2011
 Are there additional instructions (Des instructions supplémentaires 				t-elles jointes	s? No Yes Oui
16. Procurement Officer / Agent d'ap	provisionnement				
Name (print) - Nom (en lettres moulé	ees)	Title - Titre		Signature	
Telephone No N° de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse co	urriel	Date
17. Contracting Security Authority / A	Autorité contractante en	matière de sé	curité		
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse co	urriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

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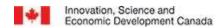




ANNEX E - BID SUBMISSION FORM

BID SUBM	IISSION FORM		
Bidder's full legal name [Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]			
Authorized Representative of Bidder for evaluation	Name:		
purposes (e.g., clarifications)	Title:		
	Address:		
	Telephone #:		
	Fax #:		
	Email:		
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]			
Jurisdiction of Contract: Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)			
Former Public Servants See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receibid solicitation? Yes No If yes, provide the informatic entitled "Former Public Serv	on required by the Article	
	Is the Bidder a FPS who red the terms of the Directive? Yes No	e Work Force Adjustmen	t
	If yes, provide the information entitled "Former Public Serv		e in Part 2
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference.	On behalf of the Bidder, by [check the box that applies]		that
[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	At least 80 percent of the bi Canadian goods and service solicitation)		

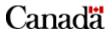




	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)
Federal Contractors Program for Employment Equity (FCP EE) Certification:	On behalf of the bidder, by signing below, I also confirm that the bidder [check the box that applies]:
If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program	
requirements do apply and the bidder is required either to: (a)submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or (b)submit a valid Certificate number confirming its adherence to the FCP-EE.	(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;
	(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;
Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation. For a joint venture bidder, this information must be provided for each member of the joint venture.	(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR
	(d) is subject to FCP-EE, and has a valid certification number as follows: (and has not been declared an Ineligible Contractor by HRSD).
Security Clearance Level of Bidder's Individual Resources (add additional resources on another page, if required)	•
i. Name of Individual as it appears on security clearance application	i.
ii. Level of Security clearance obtained and expiry date:	ii.
iii. Validity period of security clearance obtained	iii.
iv. Security Screening Certificated and Briefing Form file number	iv.
v. Date of birth of individual	v.
vi. Has the individual ever worked in Industry Canada	vi.
vii. If the individual has a Canada.ca email, please provide.	vii.
On behalf of the Ridder, by signing below, Leanfirm that II	save read the entire hid colinitation including the decuments

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.					
Sign Bidd	nature of Authorized Representative of ler					





ANNEX F - TASK AUTHORIZATION FORM

AUTHORIZATION OF SERVICES TO BE PERFORMED ON AN AS-AND-WHEN-REQUESTED BASIS

Contractor:	Contract	t No.:				
CAS Commitment No.:	S Commitment No.: GST Financial Code:					
Task Authorization No.: Date:						
1.0 DESCRIPTION OF THE TASK / WORK	1.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED					
2.0 PERIOD OF SERVICES						
From:	To:					
3.0 SERVICES TO BE PERFORMED FOR:	(LOCATION / A	DDRESS)				
4.0 AUTHORITIES						
Responsibility Centre:						
5.0 COST						
Category and Level of Personnel	Per Diem Rate	No. of Days to Perform the Tasks/Work	Total			
			\$			
		GST/HST	\$			
		TOTAL	\$			
You are requested to sell to Her Majesty The conditions set out herein, referred to herein or sheets at the price set out therefore.						
6.0 SIGNATURES						
Project/Contracting Authority:	Signature:					
Check Either Option (To be filled out by Supplier) I accept this task authorization. The proposed contractor is: I do not accept this task authorization because						
Name of Contractor authorized to sign (type or print): Title of Contractor authorized to sign (type or print):			Date:			
Signature:						

