



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
11 Laurier St./11, rue Laurier
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT.

Title - Sujet ENTERPRISE SEARCH AND DISCOVERY SOL	
Solicitation No. - N° de l'invitation 5Z011-180124/A	Date 2019-01-24
Client Reference No. - N° de référence du client 5Z011-180124	
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-107-34557	
File No. - N° de dossier 107x1.5Z011-180124	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-03-06	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Conn-Harbinson, Margo	Buyer Id - Id de l'acheteur 107x1
Telephone No. - N° de téléphone (613) 828-8108 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: LIBRARY AND ARCHIVES CANADA PLACE DE LA CITE 9TH FL. 550 DE LA CITE BLVD GATINEAU Quebec J8T0A7 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Shared Systems Division (XL)/Division des systèmes
partagés (XL)
Terrasses de la Chaudière
4th Floor, 10 Wellington Street
4th etage, 10, rue Wellington
Gatineau
Québec
K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1. INTRODUCTION

The bid solicitation and resulting contract document is divided into seven parts plus annexes, appendices and forms 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other 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.

Annexes: All annexes which, together with Part 7 clauses and conditions, will apply to any resulting contract.

Attachments: Any attachments referenced in Parts 1 through 6.

Forms: Any forms referenced in Parts 1 through 6.

This document contains all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by the Bidder from any other source is not relevant. Bidders who have previously satisfied similar requirements should note that this bid solicitation will result in a new contract. Therefore, Bidders should not assume that past practices under previous contracts will continue, unless they are described in this bid solicitation. Also, Bidders should not assume that their existing capabilities meet the requirements of this bid solicitation simply because they have met previous requirements.

2. SUMMARY

2.1 This Bid Solicitation is being issued to satisfy the requirement of Library and Archives Canada (the "**Client**") for the provision of an Enterprise Search and Discovery Solution (ESDS) to address specific institutional needs as detailed in this Statement of Requirements (SOR). The solution must be provided as:

- a Software as a Service (SaaS) solution. (Proposed solutions may be hosted using a third party infrastructure provider or at a datacenter operated by the bidder.)

in accordance with the terms of the Contract, identified in Annex A – Statement of Requirements.

2.2 The required solution includes, but is not limited to, the provision and assistance with installation of software, support, consultation, implementation, configuration, conversion and data migration, training and documentation, customization, testing, on-going Hosting Services and Software Maintenance and Support Services as identified in Annex A – Statement of Requirements.

2.3 All components of the Solution must be available to the Users 24 hours a day, 7 days a week, 365 days a year (as described in the Contract and outside the periods of Scheduled Maintenance), and operate at all times in accordance with the SOR in LAC's operational environment described in the bid solicitation. The solution must be available in the end user's choice of English and French (bilingual), Canada's two official languages.

2.4 The Bidder's proposed solution must be compatible with departmental policies and the technical environment

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of the Library and Archives Canada (LAC) (see Part 7, Annex A).

- 2.5 It is the intent of the Client that the Initial Contract Period will be for a period of five (5) years plus ten (10) one year optional periods (Option Years 1 to 10).
- 2.6 There is a security requirement associated with this requirement. For additional information, see Part 6, Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (PWGSC) (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) Website.
- 2.7 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 Canadian Free Trade Agreement (CFTA).
- 2.8 Library and Archives Canada (LAC) is the Initial Client that will use the Enterprise Search and Discovery Solution (ESDS) (the "Software Solution"). However, this bid solicitation will also allow Canada to make the Software Solution available to any department or Crown corporation (as those terms are defined in the Financial Administration Act) or any other party for which the Department of Public Works and Government Services is authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "Client"). Although Canada may make the Software Solution available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs. When the Software Solution is made available to Clients other than the Initial Client, any required professional services or training will be purchased under a separate contract.

3. DEBRIEFINGS

- 3.1 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 provided in writing, by telephone or in person.

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PART 2 - BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- 1.1 All instructions, clauses and conditions identified in the Bid Solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
- 1.2 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.
- 1.3 Standard Instructions – Goods and Services – Competitive Requirements 2003 (2018-05-22) are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- 1.4 "Subsection 3 of Section 01, Integrity Provisions - Bid of Standard Instructions
- The 2003 (2018-05-22) incorporated by reference above is deleted in its entirety and replaced with the following:
- List of Names
- (i) 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).
- (ii) These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.
- 1.5 Subsection 5(4) of the 2003 (2018-05-22) Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows:
- Delete: sixty (60) days
- Insert: three hundred and sixty five (365) days

2. SUBMISSION OF BIDS

- 2.1 Bids must be submitted only to Public Works and Government Services Canada PWGSC Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- Bid Receiving Unit (BRU)
Public Works and Government Services Canada
11 Laurier St.
Place du Portage, Phase III
Core 0B2, Room 103
Gatineau, Québec,
Canada
K1A 1C9
- 2.2 Electronic Bids will not be accepted. Due to the nature of this solicitation, electronic transmission of your bid by such means as electronic mail or facsimile, to Public Works and Government Services Canada will not be accepted.

3. ENQUIRIES - BID SOLICITATION

- 3.1 All enquires and other communications with government officials relating to this Bid Solicitation are to

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be directed ONLY to the Contracting Authority named herein. Non-compliance with this condition may (for that reason alone) result in disqualification of a Bidder's Bid.

- 3.2 All enquiries (questions) regarding this Bid Solicitation must be submitted in writing or by E-mail to the Contracting Authority named below as early as possible within the bidding period. Enquiries must be received no less than ten (10) calendar days prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after that time may not be answered.

Public Works and Government Services Canada
Enterprise Management Software Procurement Division (XL)
Science and Software Systems Procurement Directorate
Services and Technology Acquisition Management Sector
Terrasses de la Chaudière
4th Floor, 10 Wellington Street
Gatineau, Quebec,
Canada K1A 0S5

Attention: Margo A. Conn-Harbinson
Telephone: 613-858-8108 * New *
E-mail: margo.conn-harbinson@tpsgc-pwgsc.gc.ca

NOTE: *** Do not forward proposals to the above address ***

- 3.3 To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent, any significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 3.4 Bidders should reference as accurately as possible the numbered item of the solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked PROPRIETARY at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

4. APPLICABLE LAWS

- 4.1 Any resulting contract will be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

Note to Bidders: Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. **Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.**

5. IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

- 5.1 Should any Bidder consider that the Statement of Requirements or specifications contained in this Bid Solicitation can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contracting Authority named herein. The Bidder should clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions, which do not restrict the level of competition nor favour a particular Bidder, will be given consideration provided they are received by the Contracting Authority no later than ten (10) working days prior to the bid closing date specified herein. The process described in the article entitled "Enquires – Bid Solicitation" applies to these suggestions. Canada reserves the right to accept or reject any or all suggestions.

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- 5.2 The Contracting Authority reserves the right to accept any bid as submitted without prior negotiations. It is therefore the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting its bid.

6. VOLUMETRIC DATA

- 6.1 The Client's Volumetric Data is described in the SOR attached as Annex A. The data included in the Bid Solicitation has been provided to Bidders in order to compare bids during the Bid Financial Evaluation or to assist in the preparation of their bids. The inclusion of this data in this Bid Solicitation does not represent a commitment by Canada that Canada's future usage of the Solution will be consistent with this data. It is provided purely for information purposes.

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PART 3 - BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

- 1.1 The Bid Solicitation must be formatted such that all cost and financial data is completely separate from the Management/Technical Bid.
- 1.2 Bidders are requested to provide:
- Four (4) complete and identical print copies of their Management/ Technical Bid, and
 - Two (2) complete and identical print copies of their Financial Bid.
- 1.3 Bidders are requested to also provide:
- Two (2) electronic copies of the Management /Technical Volume Bid on separate USB Keys in any of the following formats: MSWord, RTF, PDF;
 - One (1) electronic copy of the Financial Volume Bid on an USB Key in any of the following formats: MSWord, RTF, PDF.
- 1.4 Bids should follow the response format/instructions as detailed below:
- Use a numbering system corresponding to that of the Bid Solicitation. All references to descriptive material, technical manuals and brochures are to be included in the Bidder's Bid.
 - Each binder should have the Bid Solicitation number, the Bidder's identity, volume(s) number, volume(s) title, and copy number printed on the cover. Tabbed inserts should separate Sections in each volume.
- 1.5 Canada requests bidders to follow the format instructions described below in the preparation of their bid:
- use legal size paper for the Bidder Response Form;
 - use a numbering system that corresponds to the Bid Solicitation;
 - include the certifications as a separate section of the Bid;
 - include a title page at the front of each volume of the Bid that includes the title, date, solicitation number, Bidder's name and address and contact information; and
 - include a table of contents.
- 1.6 **Canada's Policy on Green Procurement:** 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. See the 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 paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
 - use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.
- 1.7 **Submission of Only One Bid:**
- The submission of more than one bid from members of the same bidding group is not permitted in response to this Bid Solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.
 - For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:

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- a) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - b) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - c) the entities have now or in the two (2) years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - d) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

1.8 Joint Venture Experience:

- i) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A Bidder is a joint venture consisting of members L and O. A Bid Solicitation requires that the Bidder demonstrate experience providing maintenance and help desk services for a period of twenty four (24) months to a customer with at least ten thousand (10,000) users. As a joint venture (consisting of members L and O), the Bidder has previously done the work. This Bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- ii) A joint venture Bidder may rely on the experience of one of its members to meet any given technical criterion of this Bid Solicitation.

Example: A Bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Bidder have three (3) years of experience providing maintenance service, and (b) that the Bidder have two (2) years of experience integrating hardware with complex networks, then each of these two (2) requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for three (3) years of experience providing maintenance services, the Bidder cannot indicate that each of members X, Y and Z has one (1) year of experience, totaling three (3) years. Such a response would be declared non-responsive.

- iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this Bid Solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A Bidder is a joint venture consisting of members A and B. If a Bid Solicitation requires that the Bidder demonstrate experience providing resources for a minimum number of 100 billable days, the Bidder may demonstrate that experience by submitting either:

- Contracts all signed by A; or
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture; or
- Contracts signed by A and contracts signed by A and B in joint venture; or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total one hundred (100) billable days.

- iv) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the Bid Solicitation period.

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2. CONTENT OF MANAGEMENT / TECHNICAL BID

- 2.1 The Management / Technical Bid must be concise and address, but not necessarily be limited to, the points that are subject to the evaluation criteria against which the bid will be evaluated. Bidders must address these evaluation criteria in sufficient depth in their bid. Simply repeating the statement contained in the solicitation document is not sufficient. Bidders must explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.
- 2.2 In order to facilitate the evaluation of the Bid, Canada requests bidders to 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 Bid by identifying the specific paragraph and page number where the subject topic has already been addressed.
- 2.3 For information purposes only: The Bidder must provide a brief corporate profile description, including an overview of the company and any sub-contractors that it is proposing will be involved in the performance of the work on the Bidder's behalf. The Bidder must provide a brief description of size, business activities, number of employees, number of years the company has provided library automation services, and approximate number of customers (in North America and worldwide) currently running production versions of the proposed product.
- 2.4 The Bidder's Management / Technical Bid must include, as a minimum, the following:
- a) One (1) copy of Page 1 of this RFP, signed and dated by an authorized representative of the Bidder;
 - b) names and version numbers of all the proposed Subscription Software, listed as Item 01 in Table A and all the proposed software for the optional items listed in Table B and C, in attached Annex B, List of Deliverables and Services;
 - c) the Bidder Response Form, Part 4, Attachment 4.1, completed by the Bidder where required and including all information requested therein;
 - i) Where specifically required on the Bidder Response Form, Part 4 Attachment 4.1, Statements explaining how each mandatory and rated requirement are met and relevant narrative and/or documentation to support the validation must be included in the Bidder's Bid. Where it is necessary to refer to other documentation, the documentation must be included in the Bid. The Bidder should include the precise location of the reference material including the title of the document, the page and the paragraph numbers.
 - d) Copies of all applicable Certifications (Part 5), signed and dated by an authorized representative of the Bidder in the space provided, as follows:

Part 3, Form	-	Attachment 3.1	Bidder Submission Form
Part 5, Certifications	-	Attachment 5.1	Software Publisher Certificate Form
Part 5, Certifications	-	Attachment 5.2	Software Publisher Authorization Form
Part 5, Certifications	-	Attachment 5.3	Federal Contractors Program for Employment Equity - Certification
 - e) Copies of all applicable Annexes listed in Part 7, completed by the Bidder, as applicable as follows:

Part 7, Annex C	-	Delivery/Milestone Schedule
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 - f) Draft Plans:
 - i) **Training Plan:** The Bidder must provide an outline of its proposed Draft Training Plan, which must demonstrate that the Bidder's proposed training meets all the mandatory requirements for training described in Part 7, Clause 31. The training plan must include, at a minimum:
 - a) a description of the course materials that will be provided to participants, and the duration of the training.
 - ii) **Implementation Plan and Data Migration Plan:** The Bidder must include a proposed Draft Implementation and Data Migration Plan, which demonstrates that the Bidder's proposed Implementation and Data Migration Plan meets all the mandatory requirements for

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implementation described in Part 7, Clause 36.

- iii) **Acceptance Test Plan:** The Bidder must include a proposed Acceptance Test Plan, which demonstrates that the Bidder's proposed Acceptance Test Plan meets all the mandatory requirements for Acceptance Testing described in Part 7, Clause 37.
 - g) Any other information requested for in Part 7, Annex A - Statement of Requirements (including Appendices); and
 - h) Any other information, which the Bidder considers useful.
- 2.5 Bidders must be aware that reference to a URL that requires Canada to download information from an Internet site to validate: (1) any of the mandatory requirements will not be accepted and will render the proposal non-responsive; (2) any of the rated requirements will not be accepted and the information will not be considered to determine if the requirement has been met.
- 2.6 **In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements.** Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must 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.**
- 2.7 **Substantiation of Technical Compliance (Attached as Attachment 4.1 - Bidder Response Form):** The Technical Bid must substantiate the compliance of the Bidder and its proposed solution and/or products with the specific articles of Annex A - Statement of Requirements identified in the Bidder Response Form, which is the requested format for providing the substantiation. The Bidder Response Form is not required to address any parts of this Bid Solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation of the mandatory criteria is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid. This information can be referenced in the "Reference" column of the Bidder Response Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- 3. CONTENT OF FINANCIAL BID**
- 3.1 Bidders must complete and include in their Financial Bid all prices as requested in the List of Deliverables and Services, Part 7, Annex B, for Tables A, B and C.
- 3.2 Prices must be in Canadian dollars, and firm for the entire Contract Period and any option periods with Canadian customs duties and excise taxes as applicable INCLUDED, and Goods and Services Tax (GST), Harmonized Sales Tax (HST) or Quebec Sales Tax (QST) EXTRA as applicable.

No technical documentation is required with the Financial Bid.
- 3.3 **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 to extend the Contract Period. 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.
- 3.4 **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

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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.

3.5 Exchange Rate Fluctuation:

C3011T (2013-11-06), Exchange Rate Fluctuation, The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

- 1.1 Bids will be assessed in accordance with the entire requirement of the Bid Solicitation including the technical, management 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. 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.
- 1.2 An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- 1.3 In addition to any other time periods established in the bid solicitation:
- a) If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (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.

If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - a. verify any or all information provided by the Bidder in its bid; or
 - b. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,
 - b) the Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.
 - c) If the Bidder requires additional time, the contracting authority may grant an extension in his or her sole discretion.
- 1.4 A bid will be considered non-responsive if it is not supported by proper and adequate detail, particularly where supporting evidence is required by a Mandatory item, and will receive no further consideration.
- 1.5 Bidders are instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. Bids not meeting all of the mandatory requirements will be given no further consideration.
- 1.6 The Evaluation Team reserves the right to interview any or all of the human resources proposed to fulfill the requirement, contact any or all of the references supplied, and request clarifying data.
- 1.7 During the bid evaluation phase and upon Canada's request, the Bidder will allow Canada to conduct an evaluation, which may include but not be limited to, Bidder's legal status, facilities and technical, financial and managerial capabilities to fulfill the requirements stated in this bid solicitation. The information should be provided within two (2) business days of the request.
- 1.8 It is understood and accepted by the Bidders that all decisions on whether a bid meets (or to what degree it meets) the stated requirements are at the sole discretion of the Evaluation Team.
- 1.9 All items listed in the Bid Solicitation should be bid in order to have the bid considered for evaluation.

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2. EVALUATION CRITERIA

2.1 Mandatory and Rated Requirements:

- 2.1.1 The Bid Solicitation contains Mandatory requirements with respect to the contract terms and conditions, pricing, bidder experience, project management and technical requirements. Mandatory requirements are identified with the word "Mandatory", "(M)", "mandatory", or the words "shall", or "must". Bids must comply with each and every mandatory requirement. If a bid does not comply with a mandatory requirement, the bid will be considered non-responsive and will receive no further consideration.
- 2.1.2 The Bid Solicitation also contains some Mandatory administrative requirements dealing with the submission, format and content of bids. Mandatory administrative requirements are identified with the words "shall" or "must". If a bid does not comply with a mandatory administrative requirement, the bid will be considered non-responsive and will receive no further consideration.
- 2.1.3 The Bid Solicitation also contains Rated requirements with respect to bidder experience, project management and technical requirements. Rated requirements are identified with the word Rated, or "R", rated or (R). Bids will be evaluated to determine the degree of responsiveness with Rated requirements and a point score will be assigned to each Rated requirement and used in the evaluation of bids. In addition there are also Mandatory pass marks for some Rated requirements or groups of Rated requirements. Bids, which are evaluated as not achieving the pass mark for a Rated requirement or group of Rated requirements, will be considered non-responsive and will receive no further consideration.
- 2.1.4 Some articles contain no mandatory or rated requirements, but simply provide information to Bidders. Bidders are to take such information into account in the preparation of the bid.

2.2 Evaluation:

- 2.2.1 To evaluate and assess a proposal against individual Mandatory requirements, and individual Rated requirements evaluators will consider during the evaluation process, in addition to the specific evaluation criteria stated for each requirement, the criteria listed below (to the extent applicable to a particular requirement):
- i) compliance - the Bidder's statement of compliance with the requirement, and whether the product information, supporting data, other information, supports the statement of compliance;
 - ii) capability - whether the bid and other information demonstrates that the Bidder has the technical, financial, and legal capability, and human resource capabilities, to fulfill the requirement as stated;
 - iii) comprehension - whether the bid and other information demonstrates that the Bidder understood the requirement and proposed accordingly;
 - iv) capacity - whether the bid and other information demonstrates that the Bidder has the available human and physical resources to fulfill the requirement as stated; and
 - v) risk - the assessed overall risk that the Bidder will not be able to fulfill the requirement as stated.
- 2.2.2 During bid evaluation Bidders may be requested to provide additional information to clarify elements of their bid, however Bidders will not be allowed to amend their bid.
- 2.2.3 An incomplete or unacceptable bid will be considered non-responsive.
- 2.2.4 Canada reserves the right to reject any bid, which does not comply with the terms of this Solicitation.

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3. EVALUATION PROCESS AND ESTABLISHMENT OF THE TOTAL EVALUATION SCORE

3.1 The bid evaluation process will proceed as follows. Bidders may be required to provide additional information to support the selection process at any stage.

Stage 1 Mandatory Requirements	Written bids will first be examined with respect to the Mandatory requirements. Bids must meet all Mandatory requirements in order to receive further consideration.
Stage 2 Rated Requirements and ESDS Reference Check	<p>Bids meeting the Mandatory Requirements will then be assigned scores for each point rated requirement. Bidders must achieve a minimum overall passing score of 60%; as detailed in Part 4, Attachment 4.1, Bidder Response Form.</p> <p>Bidder's written responses will be validated (confirmed or clarified) by the Evaluation Team through the Enterprise Search and Discovery Solution (ESDS) Reference Check as detailed in Part 4, Attachment 4.2, Enterprise Search and Discovery Solution (ESDS) Reference Checks.</p> <p>Those Bidders meeting the minimum overall passing score of 60% will proceed to the next stage in the evaluation process.</p>
Stage 3 On-Site Demonstration	<p>On-Site Demonstration</p> <p>Canada may request that the Bidders (identified after the technical evaluation – Stage 2) demonstrate/validate any features, functionality and capabilities described in this bid solicitation or in its bid, in order to verify compliance with the requirements of this bid solicitation. If requested, the On-Site Demonstration must be conducted, at no cost to Canada, on-site at a location in the National Capital Region (Gatineau, Quebec or Ottawa, Ontario). Canada will provide no fewer than 5 working days of notice before the scheduled date for the On-Site Demonstration. Once the assessment has begun, it must be completed within one (1) day. Despite the written bid and the assessment, if Canada determines during the On-Site Demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of On-Site Demonstration, reduce the score of the Bidder on any rated requirement, if the On-Site Demonstration indicates that the score provided to the Bidder on the basis of its written bid is not validated by the On-Site Demonstration. The Bidder's score will not be increased as a result of the On-Site Demonstration.</p> <p>Bidder(s) will be expected to make available representatives with expertise in demonstrating the full range of system functionalities and discussing technical requirements.</p> <p>The On-Site Demonstration will address selected requirements from the Statement of Requirements for validation during the On-Site Demonstration. A script describing the requirements to be demonstrated/discussed will be provided in advance of the meeting.</p> <p>Based upon the results of the On-Site Demonstration, the Bidder's technical score may be reduced and the Bidder's Total Technical Evaluation Score will be re-calculated.</p>
Stage 4 Financial Evaluation	Financial bids will then be assessed. The Total Evaluation Price will be the total cost for all prices in the Bidder's financial bid for the entire period of the Contract including all options, all as detailed in Part 7, Annex B, List of Deliverables and Services, Tables A, B and C.

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<p>Stage 5 Calculation of Total Evaluation Score</p>	<p>A Total Evaluation Score for each bid will be calculated based upon a combined technical and price score at a ratio of 70% technical and 30% price.</p> <p>The bid with the lowest Total Evaluation Price is given full price points, while other bids receive a pro-rated score based on the ratio of the lowest cost bid to their total cost.</p> <p>Based on a 70/30 ratio of the technical score and price, respectively, the lowest priced technically responsive bid is allocated the maximum score of 30 and other price bids are pro-rated against the total possible technical score. The Bidder/Bid with the highest total score, when adding the technical points and the price points, will be invited to participate in Stage 6.</p> <p>Example:</p> <p>Highest Combined rating technical merit (70%) and price (30%). Total possible technical points 1000 (could be any number, e.g. 616/700 = 880/1000 = 88%); total possible financial points 30.</p> <table border="1" data-bbox="418 709 1388 821"> <tr> <td>Bidder</td> <td>Bidder 1</td> <td>Bidder 2</td> <td>Bidder 3</td> </tr> <tr> <td>Technical Points</td> <td>900</td> <td>880</td> <td>800</td> </tr> <tr> <td>Total Evaluation Price</td> <td>\$200,000</td> <td>\$180,000</td> <td>\$150,000</td> </tr> </table> <table border="1" data-bbox="418 846 1388 984"> <tr> <td>Calculation</td> <td>Technical Points</td> <td>Price Points</td> <td>Total Points</td> </tr> <tr> <td>Bidder 1</td> <td>900/1000 x 70 = 63</td> <td>150,000/200,000 x 30 = 22.5</td> <td>85.5</td> </tr> <tr> <td>Bidder 2</td> <td>880/1000 x 70 = 61.6</td> <td>150,000/180,000 x 30 = 25</td> <td>86.6</td> </tr> <tr> <td>Bidder 3</td> <td>800/1000 x 70 = 56</td> <td>150,000/150,000 x 30 = 30</td> <td>86</td> </tr> </table> <p>Bidder 2 is the selected Bidder with highest number of points. Note: These numbers are used for illustrative purposes only.</p>	Bidder	Bidder 1	Bidder 2	Bidder 3	Technical Points	900	880	800	Total Evaluation Price	\$200,000	\$180,000	\$150,000	Calculation	Technical Points	Price Points	Total Points	Bidder 1	900/1000 x 70 = 63	150,000/200,000 x 30 = 22.5	85.5	Bidder 2	880/1000 x 70 = 61.6	150,000/180,000 x 30 = 25	86.6	Bidder 3	800/1000 x 70 = 56	150,000/150,000 x 30 = 30	86
Bidder	Bidder 1	Bidder 2	Bidder 3																										
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<p>Stage 6</p>	<p>Contract will be awarded.</p>																												

4. BASIS OF SELECTION

- 4.1 The responsive bid with the highest Total Evaluation Score (to one decimal place) will be recommended for award of a contract.
- 4.2 In the event of an exact tie in the Total Evaluation Score, the bid with the highest technical points will be recommended.
- 4.3 Only one contract will be awarded for this requirement, however, Canada has no obligation to accept the lowest or any bid.
- 4.4 Bidders who have not satisfied any Conditions for Contracting in the time allotted by Canada will be deemed non-responsive and their proposals will be given no further consideration.
- 4.5 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. Notwithstanding that a Bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no contract will be awarded.

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PART 5 - CERTIFICATIONS

1. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

- 1.1 Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.
- 1.2 Compliance with the certifications Bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the Bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.
- 1.3 The certifications listed below should be submitted with the bid but may be completed and submitted afterwards. If any of these required certifications is not completed or submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2. CERTIFICATIONS REQUIRED WITH THE BID

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

2.1 Integrity Provisions - Declaration of Convicted Offences

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

3. 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.

3.1 Integrity Provisions – Required Documentation

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

3.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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

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

The Bidder must provide the Contracting Authority with the completed Attachment 5.3 – Federal Contractors Program for Employment Equity – Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

4. FORMER PUBLIC SERVANT CERTIFICATION

Note to Bidders: Bidders are requested to provide the information required by this clause in their Bid Submission Form (Attachment 3.1).

4.1 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.

4.2 Definitions

- i) For the purposes of this clause, "**former public servant**" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:
 - a) an individual;
 - b) an individual who has incorporated;
 - c) a partnership made of former public servants; or
 - d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
- ii) "**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.
- iii) "**pension**" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, .C-8.

4.3 Former Public Servant in Receipt of a Pension

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

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

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

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

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4.4 **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks;
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

5. **BIDDER CERTIFIES THAT SOFTWARE IS OFF-THE-SHELF OR COMMERCIALY AVAILABLE**

- 5.1 Any software bid to meet this requirement must be "off-the-shelf" or commercially available, meaning that each item of software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all of the software bid is off-the-shelf or commercially available.

6. **SOFTWARE PUBLISHER CERTIFICATION AND SOFTWARE PUBLISHER AUTHORIZATION**

- 6.1 If the Bidder is the software publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the software publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation (see Attachment 5.1 - Software Publisher Certification Form). Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.
- 6.2 Any Bidder that is not the software publisher of all the software solution or components proposed as part of its bid is required to submit proof of the software publisher's authorization, which must be signed by the software publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation (see Attachment 5.2 - Software Publisher Authorization Form). Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/software publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.
- 6.3 In this Bid Solicitation, "software publisher" means the owner of any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software solution.

7. **INTEGRITY PROVISIONS - ASSOCIATED INFORMATION**

- 7.1 By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003 (2018-05-22). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. SECURITY REQUIREMENT

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

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

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

The Company Security Officers (CSO) of both the Bidder and Service Provider(s) (Data Centre) must ensure through the Industrial Security Program (ISP) that the Bidder and proposed individuals of both the Bidder and Service Provider(s) hold a valid security clearance at the required level, as indicated in 1 – Security Requirements above.

- f) If the Canadian Bidder does not currently meet the security requirements identified in the Bid Solicitation, the Bidder must submit a written request for sponsorship for security clearance to the PWGSC Contractual Authority prior to the bid closing date.

1.2 In the case of a foreign bidder, before award of a contract, Part 7, Article 13.2 - Security Requirement for Canadian Contractor will be replaced.

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

1.4 For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.5 In the case of a Joint Venture Bidder, each member of the joint venture must meet the security requirements.

1.6 For Foreign Suppliers:

- i. The Bidders must be from a country within the North Atlantic Treaty Organization (NATO), the European Union (EU), a country with which Canada has an international bilateral security instrument and these additional countries that are deemed to hold adequate privacy legislation: Argentina, Bosnia-Herzegovina, Colombia, Costa Rica, Japan, Kosovo, Macedonia, Malaysia, Mexico, Moldova, Peru, Philippines, Serbia, Taiwan and Uruguay. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html> .
- ii. The Bidders must provide proof that they are incorporated or authorized to do business in their jurisdiction as indicated in Part 7 - Resulting Contract Clauses.

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- iii. The Bidders must provide assurance that it can receive and store CANADA PROTECTED information/assets on its site or premises as indicated in Part 7 – Resulting Contract Clauses, and the listed IT Security Requirements.
- iv. (a) The Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 – Resulting Contract Clauses.
(b) The Bidder's must provide the address(es) of the proposed sites(s) or premise(s) of work performance and / or document safeguarding.
- v. The successful Bidder must provide the names of all individuals who will require access to CANADA PROTECTED information/assets or restricted work sites.
- vi. The successful Bidder's proposed individuals requiring access to CANADA PROTECTED information/assets or restricted work sites must EACH hold a valid Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in their country, as well as a Background Verification, validated by the Canadian DSA.
- vii. The successful Bidder's proposed individuals must not begin the Work until all requisite security requirements have been met. The approved verifications for the required Criminal Record Check and Background Verifications are listed at Annex F, Security Requirements - Appendix A to Contract Clause 13.3 – Security Requirements for Foreign Suppliers.
- viii. In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.
- ix. The Bidders must provide proof that all the databases including the backup database used by organizations to provide the services described in the SOW containing any CANADA PROTECTED information, related to the Work, are located in Canada.
- x. The successful Bidder MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system any CANADA PROTECTED B information/assets until authorization to do so has been confirmed by the Canadian DSA.
- xi. The bid must clearly indicate the Work which the Bidder plans to subcontract. All subcontracting arrangements which provide the subcontractor with access to any CANADA PROTECTED information/assets are subject to approval by Canada. The description of subcontracting arrangements must demonstrate how the Bidder will ensure that all requirements, terms, conditions, and clauses of the contract are met.
- xii. In the event that a foreign Bidder is chosen as a supplier for this contract, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions.

2. FINANCIAL CAPABILITY

- 2.1 SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."

In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

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PART 7 - RESULTING CONTRACT CLAUSES

Note to Bidder: The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. Except where specifically set out in the bid solicitation, acceptance by the Bidder of all the clauses is a Mandatory requirement of the bid solicitation. No modification or other terms and conditions included in a bid will apply to any resulting contract even if the bid is incorporated into that contract. Any bid that contains statements implying that the bid is conditional on modification of these clauses, or containing terms and conditions that purport to supersede these clauses, will be considered non-responsive. Bidders with concerns about these clauses should raise their concerns in accordance with the Enquiries provision of this bid solicitation. If additional legal issues are raised by a bid, Canada may address those issues in any resulting contract. If the resulting modifications are unacceptable to the Bidder, the Bidder may withdraw its bid. Prior to contract award, the following articles will be edited by the Contracting Authority to reflect the selected bid.

1.0 REQUIREMENT

1.1 Initial Requirement:

1.1.1 The purpose of this Contract is for the provision of an Enterprise Search and Discovery Solution (ESDS), including an annual Software as a Service (SaaS) subscription license to use the Licensed Software in accordance with the terms of the Contract, and for Software Maintenance and Support Services thereon, and for all Hosting Services related to the Platform component identified in Annex A – Statement of Requirement.

1.1.2 _____ (the "Contractor") agrees to supply to Library and Archives Canada (LAC) the Enterprise Search and Discovery Solution described in the Contract, including the Statement of Requirements (SOR), in accordance with, and at the prices set out in the Contract. This includes:

- a) granting to Canada a non-exclusive, Entity wide, Subscription License to use the Subscription Services, in English and French, in accordance with the terms of this Contract, including the Statement of Requirements;
- b) providing all Hosting Services, in the operating environment, as detailed in the SOR;
- c) providing the Enterprise Search and Discovery Solution Documentation described herein;
- d) providing the Enterprise Search and Discovery Solution Training Documentation described herein;
- e) providing Enterprise Search and Discovery Solution maintenance and support describe herein;
- f) providing Implementation Services, including initial set-up, installation, indexing and testing of the solution, up to and including System Acceptance testing;
- g) providing Configuration, Conversion and Data Migration described herein;
- h) providing professional services, as and when requested by Canada, in accordance with the Task Authorization (TA) process described herein;
- i) providing training services, as and when requested by Canada, in accordance with the TA process described herein;
- j) providing any and all online training that is made available to other users at no additional charge;
- k) providing access to all forums and Frequently Asked Questions (FAQ) resources; and
- l) providing all the Contract Deliverables in accordance with the Contract.

1.2 **Client:** The initial Client is Library and Archives Canada (LAC).

1.3 **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

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reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

1.4 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. Refer to Section 5 of Annex A – Statement of Requirements, Definitions.

1.5 Optional Goods and Services:

1.5.1 The Contractor grants to Canada the irrevocable option to extend the period of the Contract for ten (10) additional one (1) year periods (Option Years 1 to 10). During any such extension, the Contractor shall grant to Canada a continuation of the license to use the Subscription Services and shall continue to provide Software Maintenance and Support Services and Hosting Services, in accordance with the terms and conditions and the prices set out in the Contract.

1.5.2 The Contractor grants to Canada the irrevocable option to acquire additional software products and functionality, Software Maintenance and Support Services thereon, and related Hosted Services, as listed in Annex B, List of Optional Deliverables and Services. Such options may be exercised at any time during the Contract Period, for which pricing is included Annex B, List of Optional Deliverables and Services. Canada may exercise these options by sending a written notice to the Contractor. Once an option is exercised, the software products comprising that option, shall be included as part of the Licensed Software.

1.5.3 The options may be exercised by the Contracting Authority at any time before the expiry of the Contract by sending a written notice to the Contractor and will be evidenced, for administrative purposes only through a contract amendment.

1.5.4 Library and Archives Canada (LAC) is the Initial Client that will use the Enterprise Search and Discovery Solution (ESDS) (the "Software Solution"). However, this bid solicitation will also allow Canada to make the Software Solution available to any department or Crown corporation (as those terms are defined in the Financial Administration Act) or any other party for which the Department of Public Works and Government Services is authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "Client"). Although Canada may make the Software Solution available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs. When the Software Solution is made available to Clients other than the Initial Client, any required professional services or training will be purchased under a separate contract.

2.0 TASK AUTHORIZATION

2.1 **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

2.2 Form and Content of Draft Task Authorization:

- (i) The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form" specified in Annex D.
- (ii) The draft Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The draft TA will also include the applicable basis and method of payment as specified in the Contract.
- (iii) A draft Task Authorization must also contain the following information, if applicable:
 - a. the task number;

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- b. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
- c. the details of any financial coding to be used;
- d. the categories of resources and the number required;
- e. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
- f. the start and completion dates;
- g. milestone dates for deliverables and payments (if applicable);
- h. the number of person-days of effort required;
- i. whether the work requires on-site activities and the location;
- j. the language profile of the resources required;
- k. the level of security clearance required of resources;
- l. 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
- m. any other constraints that might affect the completion of the task.

2.3 Contractor's Response to Draft Task Authorization:

The Contractor must provide to the Technical Authority, within five (5) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

2.4 Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

To be validly issued, a TA must include the following signatures:

- (i) for any TA with a value, inclusive of revisions, of less than or equal to \$25,000 (including Applicable Taxes), the TA must be signed by:
 - a. the Technical Authority; and
 - b. a representative from _____;
- (ii) for any TA with a value greater than this amount, a TA must include the following signatures:
 - a. the Technical Authority; and
 - b. a representative from _____, and
 - c. the Contracting Authority.

Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By

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providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

2.5 Periodic Usage Reports:

(i) The Contractor must compile and maintain records on its provision of services to the federal government under the Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a biyearly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

(ii) The periods are defined as follows:

- a. 1st period: April 1 to September 30;
- b. 2nd period: October 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

(iii) Each report must contain the following information for each validly issued TA (as revised)

- a. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- b. a title or a brief description of each authorized task;
- c. the name, Category of Personnel and level of each resource involved in performing the TA, as applicable;
- d. the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
- e. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- f. the start and completion date for each authorized task; and
- g. the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

(iv) Each report must also contain the following cumulative information for all the validly issued TAs (as revised):

- a. the amount, exclusive of Applicable Taxes, specified in the Contract (as last revised, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and
- b. the total amount, exclusive of Applicable Taxes, expended to date against all validly issued tasks.

2.6 Consolidation of TAs for Administration Purposes:

The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

3.0 LICENSE GRANT

3.1 The Enterprise Search and Discovery Solution (ESDS) includes the licensed rights to access and use the ESDS and any other software or software code required for the ESDS offered by the Contractor in its bid to function in accordance with the ESDS Documentation and the Statement of Requirements during the period of

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the Contract. The ESDS also includes all services necessary for use of the ESDS as per Annex A – Statement of Requirements.

- 3.2 The Contractor agrees that the ESDS includes anything required to enable the Users to use all the features and functionality of the ESDS meeting the Statement of Requirements and providing the functionality as proposed by the Contractor in its bid response, including but not limited to providing any and all hosted software, hosted equipment, host agents, access licenses, drivers, application programming interfaces, adapters, connectors, plug-ins, development frameworks and hosted management consoles.
- 3.3 The Contractor grants to Canada the entity wide subscription license right to access and use the ESDS in accordance with the conditions of the Contract.
- 3.4 The license granted under the Contract is unaffected by changes in the environment described in the Statement of Requirements, such as changes to the operating system, types of Devices, or other software products used by the Users.
- 3.5 In addition to the obligations set out in the Statement of Requirements, the Contractor must provide the English and French language versions of the ESDS.
- 3.6 Additional Rights: The license includes the right for Canada to access and use the ESDS, which includes the rights:
- (i) to generate an unlimited number of reports; and
 - (ii) to access and use the ESDS from any pre-defined set of locations, devices, and operating environments.
- all without requiring the purchase of any further licenses or rights.

4.0 OWNERSHIP

- 4.1 Canada acknowledges that ownership of the ESDS belongs to the Contractor or its licensor and is not transferred to Canada. As a result, any reference in the Contract to any part of ESDS as a deliverable must be interpreted as a reference to the license to access and use the ESDS, not to own the ESDS.
- 4.2 Canada acknowledges that, in performing any warranty, maintenance, support and professional services related to the ESDS (if required under the Contract), the Contractor and its employees, agents, and subcontractors may develop and share with Canada ideas, know-how, teaching techniques and other intellectual property. Unless otherwise provided in the Contract, ownership to that intellectual property will remain with the Contractor. As long as the Contractor at all times observes the confidentiality provisions of the Contract, the Contractor will be entitled to use that intellectual property for whatever purposes it sees fit, including in the services it provides to its other customers, on the condition that Canada also has the right to use that intellectual property for its own business purposes at no additional cost. The Contractor agrees that all data, know-how or other intellectual property created or owned by Canada will remain the property of Canada, regardless of whether that data is created, processed, or stored using the ESDS.

5.0 DISABLING CODES

- 5.1 If the ESDS contains any features, functions or characteristics ("Disabling Codes") that might cause the ESDS to be unusable by Canada without passwords, authorization codes or similar information, the Contractor must provide to Canada, in advance and on an ongoing basis, provided Canada is not in default of its obligations regarding the use of the ESDS, all the information required by Canada to continue to access and use the ESDS.
- 5.2 If the existence or characteristics of any Disabling Code are not known to the Contractor, but the Contractor later becomes aware of them, the Contractor must correct or remove the Disabling Code from the ESDS or take whatever other steps are necessary to ensure that Canada is able to continue using the ESDS.
- 5.3 The Contractor agrees to diligently investigate the existence or characteristics of any Disabling Code in order to become aware of them as soon as practicable.

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6.0 ENTERPRISE SEARCH AND DISCOVERY SOLUTION – TRANSFER

- 6.1 The license to access and use the ESDS under the Contract is transferable by Canada under the same conditions of the Contract, to any Canadian government department, corporation or agency, as defined in the Financial Administration Act, R.S.C. 1985, c. F-11, as amended from time to time, or to any other party for which the Department of Public Works and Government Services Canada has been authorized to act under section 16 of the Department of Public Works and Government Services Act, S.C. 1996, c. 16, as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring.

7.0 ENTERPRISE SEARCH AND DISCOVERY SOLUTION DOCUMENTATION

- 7.1 The Contractor must provide a User Guide and Administrator Guide for their System within three (3) months of Contract Award.
- 7.2 Copyright in the ESDS Documentation (including Training Documentation) will not be owned by or transferred to Canada. However, Canada has the right to use the ESDS Documentation and may, for its own internal purposes, copy it for use by individuals using or supporting the ESDS, as long as Canada includes any copyright and/or proprietary right notice that was part of the original document in any copy. Unless provided otherwise in the Contract, Canada must not otherwise reproduce the ESDS Documentation without first obtaining the written consent of the Contractor.
- 7.3 The Contractor guarantees that the ESDS Documentation contains enough detail to permit an Administrator to access, test and use all features of the ESDS.
- 7.4 The Contractor must deliver the ESDS Documentation (including Training documentation) in English. If the ESDS Documentation is available in both of the two official languages of Canada, the Contractor must deliver it in both French and English. If the ESDS Documentation is only available in English, it may be delivered in that language; however, Canada then has the right to translate it. Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Canada.
- 7.5 At no additional cost to Canada, the Contractor must update the ESDS Documentation throughout the Contract Period, and any extension thereof, to the most current release level consistent with the ESDS delivered under the Contract. The Contractor must provide these updates to Canada within ten (10) days of the update being available. These updates must include supporting documentation for all modifications to the ESDS, including new versions and new releases that Canada is entitled to receive under the Contract and must identify any problems resolved, enhancements made, or features added to the ESDS, together with access instructions.

8.0 TERM OF LICENSE

- 8.1 Canada's license to access and use the ESDS is an annual subscription license that is in effect during the Contract Period and any extension thereto.
- 8.2 The Contractor may terminate Canada's license with respect to the ESDS by giving the Contracting Authority written notice to that effect if Canada is in breach of its license with respect to the ESDS, or fails to pay for the license in accordance with the Contract, and if that breach continues for a period of thirty (30) days after the Contracting Authority receives written notice from the Contractor giving particulars of the breach.
- 8.3 As part of the annual SaaS subscription, the Contractor must provide any new functionality, bug fixes, as well as any file format registry updates that are part of future releases.

9.0 RIGHT TO LICENSE

- 9.1 The Contractor guarantees that it has the right to license the ESDS and full power and authority to grant to Canada all the rights granted under the Contract. The Contractor also guarantees that all necessary consents to that grant have been obtained. Canada agrees that its only remedy and the Contractor's entire obligations in

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relation to a breach of this guarantee are the remedies and obligations set out in the section entitled "Intellectual Property Infringement and Royalties" contained in the General Conditions.

- 9.2 The Parties agree that only the conditions that expressly form part of the Contract by being written out in full in the Articles of Agreement or listed in the Priority of Documents section in the Articles of Agreement form part of the Contract. Any conditions accompanying or enclosed with the ESDS if any, do not form part of the Contract and, therefore, are not part of Canada's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Canada or any Client or User be required to enter into any additional license agreement with respect to the ESDS or any portion of it. The Contractor acknowledges that any additional license agreement relating to the ESDS signed by anyone other than the Contracting Authority is void and of no effect.
- 9.3 Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained on the Contractor's Internet site or conditions that may accompany the ESDS in any manner, regardless of any notification to the contrary.

10.0 CHANGES IN FUNCTIONALITY

- 10.0 During the term of the Contract, the Contractor must continue to deliver the ESDS as described in the Contract and Contractor's bid. Where the Contractor has reduced or eliminated functionality in the ESDS, at Canada's sole discretion, will:
- (i) have, in addition to any other rights and remedies under this Contract or at law, the right to immediately terminate this Agreement and be entitled to a refund of any advanced payment;
- 10.2 If the Contractor removes any functions from the ESDS and offers those functions in any new or other services, the Contractor agrees to provide to Canada as part of Canada's License, the part of those new or other services which contain the relevant functions, or the whole programs to the extent that the relevant functions cannot run separately, pursuant to the same terms and conditions of this Contract.
- 10.3 Where Contractor increases functionality in the commercially available ESDS, such functionality must be provided to Canada without any increase in the ESDS cost.

11.0 ENTERPRISE SEARCH AND DISCOVERY SOLUTION, MAINTENANCE AND SUPPORT SERVICES

The following is in accordance with Annex A - Statement of Requirements.

- 11.1 **Enterprise Search and Discovery Solution Warranty:** The Contractor warrants and represents that the ESDS will meet or exceed all the Specifications set out in the Contract and the Statement of Requirements during the entire Contract Period.
- 11.2 **Enterprise Search and Discovery Solution Maintenance:**
- (i) The Contractor must continue to maintain and upgrade the ESDS as a commercial ESDS (i.e. the Contractor or the software publisher must be continuing to develop new code in respect of the ESDS to maintain its functionality, enhance it, and deal with Errors) for the entire Contract Period. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the ESDS, the Contractor must provide written notice to Canada at least twelve (12) months in advance of the discontinuation and;
- (ii) The Contractor must ensure that, as a minimum, the ESDS works with Microsoft supported Web Browser;
- (iii) The Contractor must ensure that the ESDS works with all future commercially available versions of Microsoft Web Browser. This requirement is in effect as of Microsoft Internet Explorer 11.
- 11.3 **Enterprise Search and Discovery Solution Support:**
- Throughout the Contract Period, the Contractor must as part of the ESDS provide the following Support:

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- (i) **E-Mail Support:** The Contractor must provide the e-mail Support through the Contractor's e-mail address at _____, in English, from 7:30 A.M. to 4:30 P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the e-mail is sent). The Contractor must answer all e-mails (automatically generated e-mails will not be considered to meet this requirement) within 1 business day of the initial time of the Client's initial e-mail.
- (ii) **Technical Hotline Support:** The Contractor must provide the Technical Hotline Support through the Contractor's toll-free hotline at [Contractor's Hotline Number], from 7:30 A.M. to 4:30 P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the call is made). The Contractor must answer or return all calls (with a live service agent) within 60 minutes of the initial time of the Client or User's initial call.
- (iii) **Web Support:** The Contractor must provide Canada with technical web support services through a website. The Contractor's website must provide support in English. The Contractor's website must be available 98% of the time. The Contractor's website address is _____.

Note to Bidders: Above information will be completed by the Contracting Authority at Contract Award.

- 11.4 **Qualified Personnel:** The Contractor's personnel must be qualified and able to respond to the Client's questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems relating to the ESDS.
- 11.5 **Language of Support:** The Support must be provided in English. If available, the Support Services must be provided in both French and English, based on the choice of the Administrator requesting support.
- 11.6 **Error Correction Services:**
 - (a) Canada may report to the Contractor any failure of the ESDS to operate in accordance with the Specifications during the Contract Period. Canada may report failures either in writing or by telephone or other remote communication. Upon receipt of a report of a failure from Canada, unless provided otherwise in the Contract, the Contractor must use all reasonable efforts to provide Canada within the time frames established in subsections 2 and 3, with a correction of the which caused the failure. Any such software correction must cause the Licensed Programs to meet the Software Documentation or, if applicable, the Specifications during the Contract Period. The Contractor must use all reasonable efforts to provide permanent corrections for all Errors and the Contractor warrants that the ESDS will meet the functional and performance criteria set out in the Specifications. All Software Error corrections will become part of the ESDS and will be subject to the conditions of Canada's license with respect to the ESDS.
 - (b) Unless provided otherwise in the Contract, the Contractor must respond to a report of an Error in accordance with the severity of the Error, as detailed in subsection 3. The severity will be reasonably determined by Canada, and communicated to the Contractor, based on the following definitions:
 - i) **Severity 1:** indicates total inability to use the Licensed Software Subscription Services resulting in a critical impact on user objectives;
 - ii) **Severity 2:** indicates ability to use a Licensed Software Subscription Services Program but user operation is severely restricted;
 - iii) **Severity 3:** indicates ability to use a Licensed Software Subscription Services Program with limited functions which are not critical to overall user operations;
 - iv) **Severity 4:** indicates that the problem has been by-passed or temporarily corrected and is not affecting user operations.
 - (c) Unless provided otherwise in the Contract, the Contractor must use reasonable efforts to correct Software Errors as follows:
 - i) **Severity 1:** within 4 hours of notification by Canada;

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- ii) **Severity 2:** within 24 hours of notification by Canada;
 - iii) **Severity 3:** within 72 hours of notification by Canada;
 - iv) **Severity 4:** within 14 days of notification by Canada.
- (d) If Canada reports a Software Error to the Contractor, Canada must give the Contractor reasonable access to the computer system on which the Licensed Program resides, and must provide such information as the Contractor may reasonably request, including sample output and other diagnostic information, in order to permit the Contractor to expeditiously correct the Software Error.

12.0 STANDARD CLAUSES AND CONDITIONS

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

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

12.2 General Conditions:

2030 (2018-06-21), General Conditions – Higher Complexity – Goods, apply to and form part of the Contract.

12.3 Supplemental General Conditions:

The following Supplemental General Conditions;

4008 (2008-12-12), Personal Information.

apply to and form part of the Contract.

13.0 SECURITY REQUIREMENTS

13.1 This document is UNCLASSIFIED, however;

- a) The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;
- b) Contractor personnel requiring casual access to the installation site do not require a security clearance but will be required to be escorted at all times.

13.2 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER (SRCL)

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid *Designated Organization Screening* (DOS) with approved *Document Safeguarding Capability* (DSC) at the level of **PROTECTED B** issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**, including an *IT Link* at the level of **PROTECTED B**.

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4. 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 E;
 - b) *Industrial Security Manual* (Latest Edition).

13.3 SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS:

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Foreign recipient Contractor / Subcontractor compliance with the security requirements for foreign suppliers. The following security requirements apply to the Foreign recipient Contractor / Subcontractor incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent contract / subcontract.

All CANADA PROTECTED information/assets, furnished to the Foreign recipient Contractor / Subcontractor or produced by the Foreign recipient Contractor / Subcontractor, must be safeguarded as follows:

1. The contractor / subcontractor Bidders must be from a country within the North Atlantic Treaty Organization (NATO), the European Union (EU), a country with which Canada has an international bilateral security instrument and these additional countries that are deemed to hold adequate privacy legislation: Argentina, Bosnia-Herzegovina, Colombia, Costa Rica, Japan, Kosovo, Macedonia, Malaysia, Mexico, Moldova, Peru, Philippines, Serbia, Taiwan and Uruguay. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.
2. Any and/or all Canadian subcontractors must at all times during the performance of the Contract and/or subcontract, hold a valid Designated Organization Screening with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate CISD/PWGSC.
3. The Foreign recipient Contractor / Subcontractor must be incorporated or authorized to do business in their jurisdiction.
4. The Foreign recipient Contractor / Subcontractor must provide assurance that it can receive and store CANADA PROTECTED information/assets on its site or premises as indicated in Annex A and as listed in the IT Security Requirements.
5. The Foreign recipient Contractor's / Subcontractor's location of work performance must meet the security requirements as listed in the IT Security Requirements.
6. The Foreign recipient Contractor / Subcontractor must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the Foreign recipient Contractor / Subcontractor in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
7. The Foreign recipient Contractor / Subcontractor must provide the CANADA PROTECTED information/ assets a degree of safeguarding no less stringent than that

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provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the Canadian DSA.

8. Upon completion of the Work, the Foreign recipient Contractor / Subcontractor must return to the Government of Canada, all CANADA PROTECTED information/assets furnished or produced pursuant to this contract / subcontract, including all CANADA PROTECTED information/assets released to and / or produced by its subcontractors.
9. The Foreign recipient Contractor / Subcontractor must identify an authorized Contract Security Officer (CSO) to be responsible for the overseeing of the security requirements, as defined in this contract / subcontract. This individual must be appointed by the proponent Foreign recipient Contractor's Chief Executive Officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
10. The Foreign recipient Contractor/ Subcontractor must not grant access to CANADA PROTECTED B information/assets, except to its personnel subject to the following conditions:
 - a. Personnel have a need-to-know for the performance of the contract / subcontract;
 - b. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized Governmental agency in their country as well as a Background Verification, validated by the Canadian DSA. The approved verifications for the required Criminal Record Check and Background Verification are listed at Annex F, Security Requirements - Appendix A to Contract Clause 13.3 – Security Requirements for Foreign Suppliers;
 - c. The Foreign recipient Contractor / Subcontractor must ensure that its Chief Executive Officer (CEO) or Senior Official of the company appoints a Contract Security Officer (CSO) and/or an Alternate Contract Security Officer (ACSO) in order to ensure compliance with all contracting security requirements;
 - d. The Foreign recipient Contractor / Subcontractor must ensure that personnel provide consent to share results of the Criminal record Background Check with the Canadian DSA and other Canadian Government Officials, if requested; and
 - e. The Government of Canada reserves the right to deny access to CANADA PROTECTED information/assets to a Foreign recipient Contractor / Subcontractor for cause.
11. The Contractor and/or any and all subcontractors acknowledges and agrees that its obligations to safeguard, manage, and protect all Personal Information under the Contract are in addition to any obligations it has under national privacy legislation of the country(ies) in which it is incorporated or operates.
12. All Personal Information, provided to the Contractor and/or any and all subcontractors or produced by the Contractor and/or any and all subcontractors, must:
 - i. not be disclosed to another government, person or firm, or representative thereof not directly related to the performance of the Contract, without the prior written consent of the Government of Canada. Such consent must be sought from the Contracting Authority (in collaboration with the Canadian DSA).
 - ii. not be used for any purpose other than for the performance of the Contract without the prior written approval of the Government of Canada. This approval must be obtained by contacting the Contracting Authority (in collaboration with the Canadian DSA).

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13. The Contractor and/or any and all subcontractors must immediately report to the Contracting Authority (in collaboration with the Canadian DSA) all cases in which it is known or there is reason to suspect that any Personal Information provided or generated pursuant to this Contract and/or subcontract have been lost, or in contravention of these security requirements, used or disclosed.
14. The Contractor and/or any and all subcontractors must ensure that the appropriate security clauses, as determined by the Canadian DSA, are inserted in all subcontracts that involve access to Personal Information provided to or generated under this Contract and/or subcontract and must ensure that the conditions placed on a subcontractor are no less favourable to Canada than the conditions set out in these security requirements.
15. CANADA PROTECTED information/assets provided or generated pursuant to this contract / subcontract must not be further provided to a third party Foreign recipient Subcontractor unless:
 - i. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA PROTECTED information/assets by the Canadian DSA; and
 - ii. written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.
16. The Foreign recipient Contractor / Subcontractor must ensure that all the databases including the backup database used by organizations to provide the services described in the SOW containing any CANADA PROTECTED information, related to the Work, are located within Canada.
17. The Contractor / Subcontractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system any CANADA PROTECTED B information/assets until authorization to do so has been confirmed by the Canadian DSA.
18. The Foreign recipient Contractor / Subcontractor must not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the contract / subcontract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian Designated Security Authority (DSA).
19. The Foreign recipient Contractor / Subcontractor requiring access to Canadian Government site(s), under this contract, must submit a Request for Site Access to the Departmental Security Officer of the Department of Library and Archives Canada.
20. The Foreign recipient Contractor / Subcontractor must immediately report to the Canadian Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that CANADA PROTECTED information / assets pursuant to this contract / subcontract has been compromised.
21. The Foreign recipient Contractor / Subcontractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets accessed by the Foreign recipient Contractor / Subcontractor, pursuant to this contract / subcontract, have been lost or disclosed to unauthorized persons.
22. The Foreign recipient Contractor / Subcontractor must not disclose the CANADA PROTECTED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
23. In the event that a Foreign recipient Contractor / Subcontractor is chosen as a supplier for this contract, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of

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Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

24. The Foreign recipient Contractor / Subcontractor must comply with the provisions of the Security Requirements Check List attached at Annex E.
25. Subcontracts which contain security requirements must NOT to be awarded without the prior written permission of the Canadian DSA.
26. Canada has the right to reject any request to electronically access, process, produce, transmit or store CANADA PROTECTED information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information.

14.0 DATA SECURITY AND PRIVACY

14.1 Data Privacy and Information Security

Without limiting the Contractor's obligation of confidentiality as further described herein, the Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- i) Ensure the security and confidentiality of Canada's Data;
- ii) Protect against any anticipated threats or hazards to the security or integrity of Canada's Data;
- iii) Protect against unauthorized disclosure, access to, or use of Canada's Data;
- iv) Ensure the proper disposal of Canada's Data; and,
- v) Ensure that all employees, agents, and subcontractors of the Contractor, if any, comply with all of the foregoing.

14.2 **Ongoing data protection obligation:** The Contractor's obligations to protect Canada's data will continue even after the completion or termination of the Contract until all of Canada's Data is disposed of in accordance with Government of Canada disposal standards.

14.3 **Location of Canada's Data:** The Contractor must indicate where (physically and geographically) Personal Information data, soft copy or hard copy is being stored. **It is mandatory that Canada's Protected B data reside in Canada.**

14.4 **Personnel with access to Canada's Data:** Within ninety (90) calendar days of the award of the Contract and within thirty (30) calendar days of each anniversary date of the Contract, the Contractor must provide a list of every person to whom the Contractor has granted access to Canada's data.

14.5 **Quarterly Reporting Obligations:** Within fourteen (14) calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the Contractor must submit the following to the Technical Authority a description of any new measures taken by the Contractor to protect Canada's data (for example, new software or access controls being used by the Contractor).

14.6 **Copy of Canada's Data:** When requested by Canada, the Contractor will provide, within thirty (30) days of a written request from Canada, a complete copy (in an electronic format agreed to by the Contracting Authority and the Contractor) of all Canada's data stored electronically by the Contractor.

14.7 Loss of Data

In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Canada's Data or the physical, technical, administrative, or organizational safeguards put in place by the Contractor that relate to the protection of the security, confidentiality, or integrity of Canada's Data, the Contractor must, as applicable:

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- i) Notify Canada as soon as possible, but no later than twenty-four (24) hours of becoming aware of such occurrence;
- ii) Cooperate with Canada in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Canada;
- iii) Perform or take any other actions required to comply with applicable law as a result of the occurrence;
- iv) Recreate the Data in the manner and on the schedule set by Canada without charge to Canada; and,
- v) Provide to Canada a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

14.8 **Backup and Recovery of Canada's Data**

As a part of the ESDS, the Contractor is responsible for maintaining a backup of Canada's Data and for an orderly and timely recovery of such data in the event that the Hosted Service may be interrupted. The Contractor must maintain a backup of Canada's Data that can be recovered within two (2) hours at any point in time. Additionally, Contractor must store a backup of Canada's Data no less than daily, maintaining the security of Canada's Data, the security requirements of which are further described herein.

14.9 **Disposing of Canada's Data and Return of Data to Canada**

- i) The Contractor must not dispose of any of Canada's data, except as instructed by the Technical Authority. On request by the Technical Authority, or once the Work involving Canada's data is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return all of Canada's data (including all copies) to the Technical Authority.
- ii) The Contractor must use a Canada-approved method for the secure disposal of Canada's data and assets, which contain or were used to store Canada's data.
- iii) The Contractor must ensure that all media used to hold Canada's data must be physically destroyed and not reused for any other purposes, other than holding ESDS data. Media used for regular backups of ESDS data, must be isolated for use with ESDS data only.
- iv) The Contractor must provide written confirmation signed by the Contractor's Privacy Officer within five (5) working days, every time the Contractor disposes of Canada's data.
- v) The Contractor must adhere to the retention and disposal schedule, as defined by Canada, which clearly defines the duration of time that Canada's data will be retained by the Contractor.

14.10 **Canada's Right to Access Data:** The Contractor must transfer, using a secure mechanism approved by Canada, all ESDS data in an available, machine-readable and usable form acceptable to Canada at no additional cost within thirty (30) calendar days of a request or such longer period as the parties may agree. The data will be considered received upon sign-off by the Technical Authority. The sign-off will certify that the data that has been received is available, machine-readable and usable by Canada.

14.11 **Use of Canada's Data:** The Contractor is provided a limited license, for the term of the Contract, to Canada's Data for the sole and exclusive purpose of providing the ESDS, including a license to collect, process, store, generate, and display Canada Data only to the extent necessary in the providing of the Services. The Contractor must:

- i) Keep and maintain Canada's Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss;
- ii) Use and disclose Canada's Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with the Contract and applicable law; and,

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iii) Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Canada's Data for the Contractor's own purposes or for the benefit of anyone other than Canada without Canada's prior written consent.

- 14.12 **Legal Requirement to Disclose Personal Information:** Before disclosing any of Canada's data pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must immediately notify the Contracting Authority, in order to provide the Contracting Authority with an opportunity to participate in any relevant proceedings.
- 14.13 **Privacy Management Plan (PMP):** The Contractor must complete and provide a Privacy Management Plan (PMP) within three (3) months of contract award that describes how the Contractor intends to ensure that Government of Canada privacy requirements will be met throughout the operation of the service for the duration of the contract. The PMP must describe how the Government of Canada Principles of Privacy will be met throughout the duration of the contract. It must also describe how potential Privacy Risks will be identified and managed throughout the duration of the contract. The Privacy Principles that must be adhered are as follows:

- Accountability for Personal Information;
- Collection of Personal Information;
- Consent;
- Use of Personal Information;
- Disclosure and Disposition of Personal Information;
- Accuracy of Personal Information;
- Safeguarding Personal Information;
- Openness;
- Individual's Access to Personal Information; and
- Challenging Compliance.

- 14.14 **Privacy Breach Protocol:** The Contractor must deliver a Privacy Breach Protocol within three (3) months of Contract award that is approved by the Technical Authority as part of their incident management processes for the handling of any privacy related incidents. The privacy breach must also be described in the PMP, which must include details on how any privacy breaches will be identified, reported and mitigated. The Contractor must notify the Technical Authority immediately of any security or privacy breaches; for example, any time an unauthorized individual accesses any personal information.

- 14.15 The Contractor and the infrastructure provider must maintain Information Security Management (ISO 27001: 2013) certification or later.

- 14.16 Prior to "Go-Live", the Contractor must demonstrate how the system and their security management practices will ensure the safeguarding of Protected B information by applying the GC Cloud PBMM (Protected B/Medium Integrity/Medium Availability) profile identified in Government of Canada Security Control Profile for Cloud-based GC IT Services:
<https://www.tbs-sct.gc.ca/hqw-cqf/oversight-surveillance/itpm-itgp/it-ti/cloud-nuage/scp-pcs-eng.asp>

This has been mapped to ITSG-33 Annex 4A - Profile 1 - (PROTECTED B / Medium Integrity / Medium Availability (<https://www.cse-cst.gc.ca/en/node/265/html/25842>)

The Contractor must submit the mapping of any applicable security certifications to the GC cloud PBMM profile and additional written substantiation as a deliverable to the Technical Authority for verification and approval. Additionally, the Contractor must conduct an internal audit of the service, when requested by Canada but not more than twice annually, to confirm ongoing compliance with the GC Cloud PBMM profile or any future Government of Canada security requirements and deliver the results to the Technical Authority.

15.0 TRANSITION SERVICES PRIOR TO END OF CONTRACT PERIOD

- 15.1 The Contractor agrees that, in the period leading up to the end of the Contract Period (during last Option Period) or at Canada's written request during the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier or to Canada and that

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there will be no charge for the services below other than those charges set out in the Basis of Payment. The Contractor is hereby granting Canada, the following irrevocable options:

- i) As applicable, either at the end of Contract Period (end of the final exercised Option Period, or upon termination, at Canada's written request, the Contractor must transfer, using a secure mechanism approved by Canada, all Enterprise Search and Discovery Solution data and metadata to Canada in an accessible, machine-readable and usable format acceptable to Canada at no additional cost to Canada within forty (40) calendar days of a request by Canada or such longer period as the parties may agree. The data and metadata will be considered received upon sign-off by the Technical Authority. The sign-off will certify that the data and metadata that has been received is accessible, machine-readable and usable by Canada.
- ii) The Contractor agrees, after successful transfer of Canada's data, to destroy all data that resides with Contractor and to provide a Certification of completion.

15.2 LAC must be able to extract a complete copy of all of the content including the metadata, structure, and security classification exported in a documented xml based format.

16.0 CONTRACT PERIOD

16.1 The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- a) The "Initial Contract Period", which begins on the date the Contract is issued and ends five (5) years later; and
- b) The period during which this Contract is extended, if Canada chooses to exercise any options set out in the Contract.

16.2 Option to Extend the Contract:

16.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by ten (10) additional one (1) year periods (Option Years 1 to 10) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

16.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

17.0 DELIVERY

17.1 All of the deliverables must be received in accordance with the terms of the Contract.

17.2 Delivery of goods and services shall be in accordance with the attached Delivery / Milestone Schedule, Annex C.

18.0 AUTHORITIES

18.1 Contracting Authority:

The Contracting Authority for the Contract is:

Public Works and Government Services Canada
 Enterprise Management Software Procurement Division (XL)
 Science and Software Systems Procurement Directorate
 Services and Technology Acquisition Management Sector
 Terrasses de la Chaudière

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4th Floor, 10 Wellington Street
Gatineau, Quebec,
Canada K1A 0S5

Attention: Margo A. Conn-Harbinson
Telephone: 613-858-8108 * New *
E-mail: margo.conn-harbinson@tpsgc-pwgsc.gc.ca

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

18.2 **Project Authority:**

The Project Authority for this Contract is:

Library and Archives
550 Blvd. De la Cité, Room 952
Gatineau, Québec
K1A 0N4

Attention:
Telephone:
Email:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. 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.

18.3 **Technical Authority:**

The Technical Authority for this Contract is:

Library and Archives
550 Blvd. De la Cité, Room 952
Gatineau, Québec
K1A 0N4

Attention:
Telephone:
Email:

The Technical Authority is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

18.4 **Contractor's Representative**

For the purposes of this Contract, the Contractor's representative is:

Note to Bidders: Information will be completed by the Contracting Authority at Contract Award.

19.0 **PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS**

19.1 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

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accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

20.0 PAYMENT

20.1 Basis of Payment:

20.1.1 **Subscription Services and Hosting Services:** For the Subscription Services and Software Maintenance and Support thereon, and all Hosting Services, the Contractor shall be paid the firm annual prices, in advance at the beginning of each period, as detailed in Annex B, List of Deliverables and Services, Table A, FOB destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST/QST extra.

20.1.2 **Implementation:** For all Work for the set-up and implementation of the Enterprise Search and Discovery Solution, up to and including System Acceptance, the Contractor shall be paid, following successful System Acceptance, the firm price as detailed in Annex B, List of Deliverables and Services, Table A, FOB destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST/QST extra.

20.1.3 **Configuration, Conversion and Data Migration:** For all Configuration, Conversion and Data Migration, the Contractor shall be paid the firm price as detailed in Annex B, List of Deliverables and Services, Table A, FOB Destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST/QST extra.

20.1.4 **Initial Training:** For Initial Training as detailed in the SOR, the Contractor shall be paid the firm price, following successful completion of the training, as detailed in Table A, Annex B, List of Deliverables and Services, FOB destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST/QST extra.

20.1.5 **Options to extend the Contract:** For the provision of ten (10) additional one (1) year periods (Option Years 1 to 10) or the Subscription Services and Software Maintenance and Support thereon, and all Hosting Services, during the extension period, if Canada exercises its option, the Contractor shall be paid the firm annual prices, in advance at the beginning of each period, as detailed in Annex B, List of Deliverables and Services, FOB destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

Estimated Amount: \$ (Unfunded until Options exercised) GST/HST/QST extra.

20.1.6 **Options for Additional Services:** For the additional optional Services, which includes additional Subscription Licenses and Software and Software Maintenance and Support thereon, and all Hosting Services, if Canada exercises any of its options during the Initial Contract Period or any extension thereof, the Contractor shall be paid, in advance at the beginning of each period, the firm annual prices as detailed in Annex B, List of Deliverables and Services, FOB destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

Estimated Amount: \$ (Unfunded until Options exercised) GST/HST/QST extra.

20.1.7 **Options for Additional Goods:** For the additional optional Goods, if Canada exercises any of its options during the Initial Contract Period or any extension thereof, the Contractor shall be paid, in advance at the beginning of each period, the firm annual prices as detailed in Annex B, List of Deliverables and Services, FOB destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

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Estimated Amount: \$ (Unfunded until Options exercised) GST/HST/QST extra.

- 20.1.8 **Option for Additional Professional Services Provided under a Task Authorization with a Maximum Price:** For Professional Services requested by Canada, outside of services for implementation, in accordance with a validly issued Task Authorization, on an "as and when required" basis, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, List of Deliverables and Services, FOB destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Amount: \$ (Unfunded until Options exercised) GST/HST/QST extra.

- 20.1.9 **Optional Training under a Task Authorization with a Firm Price:** For training courses above and beyond training for Implementation, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm price per course set out in Table B, Annex B, upon completion of the course, FOB destination, Canadian Customs Duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

Estimated Amount: \$ (Unfunded until Options exercised) GST/HST/QST extra.

- 20.1.10 Any Contractor travel and living expenses associated with Items 20.1.1 – 20.1.4 are to be included in the above prices.

- 20.1.11 **Travel and Living Expenses: Travel and Living Expenses – National Joint Council Travel Directive:** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

- 20.1.12 **Goods and Services Tax (GST), Harmonized Sales Tax (HST) and Quebec Sales Tax (QST):**

- 20.1.12.1 All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST), Harmonized Sales Tax (HST) or Quebec Sales Tax (QST), as applicable, unless otherwise indicated. The GST, HST or QST, whichever is applicable, is extra to the price herein and will be paid by Canada.

- 20.1.12.2 The estimated GST, HST or QST is included in the total estimated cost. GST, HST or QST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST, HST or QST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Customs and Revenue Agency any amounts of GST, HST or QST paid or due.

Estimated Amount: \$ (TBD prior to contract award).

20.2 Competitive Award:

- 20.2.1 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.

- (i) **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 does not respond or refuses 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 or in part or chooses to exercise any of the rights provided to it under the General Conditions, Canada may impose sanctions or take other measures in accordance

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with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

- (ii) **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 goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

20.3 Limitation of Expenditure:

20.3.1 Canada's total liability to the Contractor under the Contract must not exceed the amount set out on Page 1 of the Contract. The amount set out on page one of the Contract has been calculated based on the following:

- (A) \$0.00 for the ESDS including but not limited to: the provision and assistance with installation of software, support, consultation, implementation, training and documentation, customization, testing, on-going Hosting Services and Software Maintenance and Support Services, all as detailed in the Contract; Taxes are extra, as applicable. This amount has been included for the administrative purposes of Canada and does not represent a commitment to purchase goods or services under this Contract in this amount.

Note to Bidders: Limitation of Expenditure will be completed by the Contracting Authority at Contract Award.

20.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is seventy-five (75) percent committed, or
- b. four (4) months before the Contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

20.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

20.4 Method of Payment – Single Payment:

20.4.1 Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

20.5 Method of Payment for Task Authorizations with a Maximum Price:

20.5.1 For each Task Authorization validly issued under the Contract that contains a maximum price:

- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the

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Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.

- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

20.6 Method of Payment - Advance Payment for the ESDS Solution during the Initial and Optional Contract Periods:

- 20.6.1 Canada will make the advance payment to the Contractor for the license for Users to access and use the SDS Solution within thirty (30) days after receiving a complete invoice (and any required substantiating documentation) or within thirty (30) days of any date specified in the Contract for making that advance payment, whichever is later.
- 20.6.2 If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.
- 20.6.3 The Contractor acknowledges that this is an advance payment and that, despite anything to the contrary in the Contract, Canada will perform acceptance procedures for the services only after the services have been performed, regardless of whether the payment has already been made. The Contractor agrees that any advance payments authorized and paid under the terms of the Contract are not considered acceptance of the services for which the payment is made. Also, payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

20.7 Method of Payment – Implementation Services:

- 20.7.1 Canada will pay the Contractor within thirty (30) days of receiving a complete invoice (and any required substantiating documentation). If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

20.8 Discretionary Audit:

- 20.8.1 The following are subject to government audit before or after payment is made:
 - (i) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - (ii) The accuracy of the Contractor's time recording system.
 - (iii) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
 - (iv) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a price certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
 - a. Any payments made pending completion of the audit must be regarded as interim payments only

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and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess. At the time of any audit, the parties will negotiate in good faith to determine which documentation supplied by the Contractor is to remain confidential.

- b. Audited materials, regardless of format, disclosed to the Client or Canada by the Contractor must be kept confidential if marked confidential and agreed upon pursuant to the paragraph above.

20.9 Service Availability Levels and Credits:

- (i) **Service Availability:** The ESDS must be available twenty-four (24) hours a day, seven (7) days a week with the exception of Scheduled Maintenance periods or any events or occurrences due to the products, services, and/or actions of 3rd parties beyond the Contractor's reasonable control.
- (ii) Scheduled Maintenance will only be performed after a minimum of fourteen (14) working day notice. The Contractor may perform maintenance on some or all of the ESDS in order to upgrade hardware or software that operates or supports the ESDS, implement security measures, or address any other issues it deems appropriate for the continued operations of the ESDS.
- (iii) **Service Credits:** At Canada's request, the Contractor will calculate the Client's Service Availability during a given calendar month. If the Contractor has failed to meet the Service Availability in a given calendar month, Canada will be entitled to a credit in the following:

Service Availability Interruption	Service Credit
Less than 2% of hours in a calendar month	No Credit
2% to 3.99% of hours in a calendar month	5%
4% to 5.99% of hours in a calendar month	10%
6% to 11.99% of hours in a calendar month	25%
12% of hours or more hours in a calendar month	50%

The credit amount that Canada is entitled to for any Service Availability Interruption in a given calendar month will be calculated as follows: the applicable Service Credit percentage for the Service Availability Interruption times the estimated monthly rate (prorated from the applicable annual rate paid by Canada at the time).

The length of a Service Availability Interruption will be measured from the time an interruption is reported by the Client until the Contractor has taken the necessary steps to restore the Service Availability.

- (iv) **Corrective Measures:** If credits are payable under this Article for two (2) consecutive months or for three (3) months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five (5) working days to deliver the action plan to the Client and the Contracting Authority and twenty (20) working days to rectify the underlying problem.
- (v) **Termination for Failure to Meet Availability:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three (3) months' written notice of its intent, if any of the following apply:
 - a. The total amount of credits for a given quarter (3 month-period) reach a level of 10% of the total billing for that quarter; or
 - b. The corrective measures required of the Contractor described above are not met.

This termination will be effective when the three-month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

- (vi) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period, including during implementation.
- (vii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages

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and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.

- (viii) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (ix) **Canada's Rights & Remedies Not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (x) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

21.0 INVOICING INSTRUCTIONS

- 21.1 All payment credits will be assessed against the month in which they were incurred and be applied against the Contractor's subsequent invoices.
- 21.2 The Contractor must submit invoices in accordance with the information required in the General Conditions, 2030 (2018-06-21). The Contractor's invoice must include a separate item of each line item in Annex B, List of Deliverables and Services. Payment will only be made on receipt of satisfactory invoices duly supported by specified documents called for under this Contract.
- 21.3 Invoices must be submitted on the Contractor's own form and must be prepared to show:
 - a) Company name and address;
 - b) The date;
 - c) Name and address of the consignee(s);
 - d) Contract Serial Number, Client Reference Number, Procurement Business Number and Financial Code(s);
 - e) The contract line item, quantity, part number, reference number and description;
 - f) For maintenance support, the period for which payment is being claimed; and
 - g) Goods and Services Tax, and/or Harmonized Sales Tax as applicable.
- 21.4 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- 21.5 By submitting invoices, 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.
- 21.6 The original invoice and one (1) copy shall be forwarded to:

bac.iciobcorpo-dgidpicorpo.lac@canada.ca

Library and Archives
550 Blvd. De la Cité, Room 952
Gatineau, Québec
K1A 0N4

Email: bac.iciobcorpo-dgidpicorpo.lac@canada.ca

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And one (1) copy must be forwarded to:

Public Works and Government Services Canada
Enterprise Management Software Procurement Division (XL)
Science and Software Systems Procurement Directorate
Services and Technology Acquisition Management Sector
Terrasses de la Chaudière
4th Floor, 10 Wellington Street
Gatineau, Quebec,
Canada K1A 0S5

Attention: Margo A. Conn-Harbinson
Telephone: 613-858-8108 * New *
E-mail: margo.conn-harbinson@tpsgc-pwgsc.gc.ca

22.0 CERTIFICATIONS

- 22.1 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.

23.0 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

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

24.0 APPLICABLE LAWS

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

25.0 PRIORITY OF DOCUMENTS

- 25.1 If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears shall prevail over the wording of any document which appears later on the list.

Note to Bidders: This clause will not be included in any resulting contract if the Contractor's bid is not subject to any tariffs.

- a) These Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- b) General Conditions 2030 (2018-06-21), Higher Complexity – Goods;
- c) Supplemental General Conditions: 4008 (2008-12-12), Personal Information;
- d) Annex A, Statement of Requirements;
- e) Annex B, List of Deliverables and Services;
- f) Annex C, Delivery/Milestone Schedule;
- g) Annex E, Security Requirements Check List;
- h) Annex F, Foreign Security Requirements;
- i) Annex D, Task Authorization Form;
- j) Annex "X", Signed Federal Contractors Program for Employment Equity;
- k) The signed Task Authorizations; and

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- l) The Contractor's bid dated _____ (insert date of bid) as clarified on _____ "or" as amended on _____, 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.

26.0 FOREIGN NATIONALS (Canadian Contractor)

Note to Bidders: Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.
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- 26.1 The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

27.0 FOREIGN NATIONALS (Foreign Contractor)

- 27.1 The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

28.0 INSURANCE REQUIREMENTS

- 28.1 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.

29.0 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT TECHNOLOGY

- 29.1 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 section, even if it has been made aware of the potential for those damages.

29.2 First Party Liability:

- (a) 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:
- (i) any infringement of intellectual property rights to the extent the Contractor breaches the Article of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (ii) physical injury, including death.

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- (b) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (c) Each of the Parties is liable for all direct damages resulting from any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any 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.
- (d) 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 (a) (i) above.
- (e) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - (i) 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
 - (ii) 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 either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.25 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 (e) will not exceed the total estimated cost (as defined above) for the Contract.

- (f) 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.

29.3 **Third Party Claims:**

- (a) 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.
- (b) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada 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 subparagraph (a), 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.
- (c) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

30.0 **JOINT VENTURE CONTRACTOR**

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

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- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- (i) _____ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
 - (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 the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (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.

31.0 TRAINING

31.1 Scope of Training:

- (i) The Contractor must provide Initial Developer and Administrator Training (on-site or online) in English, within three months of Contract Award.
- (ii) The Contractor must provide training on the Enterprise Search and Discovery Solution on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.
- (iii) A Task Authorization Form (attached as Annex "D") shall be prepared by the Technical Authority (Article 18.3 when training services are required. Canada will pay any travel or living expenses associated with performing the Work as per Article 20.1.4.

31.2 Types of Training

The Contractor must develop, customize and deliver the ESDS training for the following types of Users defined below:

- (i) Administrator training: The Contractor must prepare training materials in support of the administrator functions. The Contractor will train designated GC administrator.

The training must include but is not limited to the following:

- a. Configure and manage the system settings;
- b. Manage system access for GC Core Users;
- c. Create, manage and delete workflows; and
- d. Perform system-wide reporting and monitoring.

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- (ii) **Training for Core Users:** The Contractor may also be asked to provide online or on-site Training to the users that must cover the operation and use of the ESDS. The training course and material must cover all the information necessary to permit Core Users to perform all tasks and responsibilities pertaining to their roles. The online training will be hosted by the Contractor and both types of training, online and on-site, will be accessible throughout the lifespan of the Contract.

31.3 Training Format:

- (i) The training course and material must cover all the information necessary to permit Administrators and Core Users to perform all tasks and responsibilities pertaining to their roles. The Contractor must train designated Users in order to familiarize them with the product and its use. Once the User has completed the training, the user must be able to understand and use their training knowledge to perform their duties efficiently.
- (ii) Any additional on-site training will be requested via the Task Authorization process.
- (iii) Any on-site Instructor led training will be done at a LAC Location.
- (iv) Before providing any on-site training, at least ten (10) working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.
- (iv) **Training Documentation:** The Contractor must deliver the Training Documentation in English within three (3) months of Contract Award. If the Training Documentation is available in both of the two (2) official languages of Canada, the Contractor must deliver it in both French and English. If the Training Documentation is only available in English, it may be delivered in that language; however, Canada then has the right to translate it. Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Canada.

31.4 Online Training Materials

- (i) If available, any and all online training material that is made available to other commercial clients at no additional charge for the entire ESDS in English and, if available, in French.
- (ii) The training material must remain current with the Production version of the ESDS and be updated prior to the deployment of the new functionality to the Production Environment.
- (iii) The material and course must be hosted by the Contractor and the online training environment must mirror the production environment. However, the working data is entirely artificial.
- (iv) In the case that the online training material is only in English, Canada reserves the right to translate it as per Article 39.
- (v) The Online material must cover all aspects of the ESDS including all updates to the training manuals at no charge. These online training manuals must be:
 - a. Usable and available through-out the Contract term; and
 - b. Printable.

32.0 PROFESSIONAL SERVICES – GENERAL

32.1 The Contractor must provide professional services on request as specified in this Contract.

- (i) 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.

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- (ii) 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 Technical Authority within ten (10) 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.

32.2 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 (32.2 b) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience 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 article 32.

Where an Excusable Delay applies, Canada may require (32.2 (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.

32.3 The Contractor must have available resources in the following categories during the Contract Period:

(i) Advisor

The Advisor will provide cross functional and multidisciplinary expertise in the area of Enterprise Search Administration and Operation. The Advisor must have, at a minimum, ten (10) years of experience.

The Advisor's tasks include, but are not limited to:

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- i. Provide guidance related to project implementation and change management;
- ii. Provide guidance and best practices related to Enterprise Search Administration and Operation based on similar initiatives;
- iii. Provide guidance on content migration approaches;
- iv. Provide guidance on solution optimization and integration; and
- v. Provide recommendations to senior management.

(ii) Application/Software Architect

The Application/Software Architect will be responsible for designing solutions to address LAC requirements. The Application/Software Architect must have, at a minimum, ten (10) years of experience.

The Application/Software Architect tasks include, but are not limited to:

- i. Develop technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements.
- ii. Identify the policies and requirements that drive out a particular solution.
- iii. Analyze and evaluate alternative technology solutions to meet business problems.
- iv. Ensures the integration of all aspects of technology solutions.
- v. Monitor industry trends to ensure that solutions fit with government and industry directions for technology.
- vi. Analyze functional requirements to identify information, procedures and decision flows.
- vii. Evaluate existing procedures and methods, identify and document database content, structure, and application sub-systems, and develop data dictionary.
- viii. Define and document interfaces of manual to automated operations within application sub-systems, to external systems and between new and existing systems.
- ix. Define input/output sources, including detailed plan for technical design phase, and obtain approval of the system proposal.
- x. Identify and document system specific standards relating to programming, documentation and testing, covering program libraries, data dictionaries, naming conventions, etc.

(iii) Programmer/Software Developer

The Programmer/Software Developer will be responsible for developing solutions to address LAC requirements. The Programmer/Software Developer must have, at a minimum, five (5) years of experience at the intermediate level and more than ten (10) years of experience at the senior level.

The Programmer/Software Developer tasks include, but are not limited to:

- i. Develop and prepare diagrammatic plans for solution of business, scientific and technical problems by means of computer systems of significant size and complexity.
- ii. Analyze the problems outlined by the systems analysts/designers in terms of such factors as style and extent of information to be transferred to and from storage units, variety of items to be processed, extent of sorting, and format of final printed results.
- iii. Select and incorporate available software programs.

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- iv. Design detailed programs, flow charts, and diagrams indicating mathematical computation and sequence of machine operations necessary to copy and process data and print the results.
- v. Translate detailed flow charts into coded machine instructions and confer with technical personnel in planning programs.
- vi. Verify accuracy and completeness of programs by preparing sample data, and testing them by means of system acceptance test runs made by operating personnel.
- vii. Correct program errors by revising instructions or altering the sequence of operations.
- viii. Test instructions, and assemble specifications, flow charts, diagrams, layouts, programming and operating instructions to document applications for later modification or reference.

(iv) Instructor

The Instructor will be responsible for providing on-site training. The Instructor must have, at a minimum, five (5) years of experience.

The Instructor tasks include, but are not limited to:

- i. Assess the relevant characteristics of a target audience.
- ii. Prepare end-users for implementation of courseware materials.
- iii. Conduct training courses.
- iv. Communicate effectively by visual, oral, and written form with individuals, small groups, and in front of large audiences.

33.0 SAFEGUARDING ELECTRONIC MEDIA

- 33.1 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.
- 33.2 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.

34.0 ACCESS TO CANADA'S PROPERTY AND FACILITIES

- 34.1 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 Technical 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.

35.0 NO SUSPENSION OF SERVICES

- 35.1 The Contractor must not suspend any part of the Services where (a) Canada is reasonably disputing any amount due to Contractor; or, (b) any unpaid but undisputed amount due to Contractor is less than ninety (90) business days in arrears.

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36.0 IMPLEMENTATION AND DATA MIGRATION PLAN

- 36.1 The Draft Implementation and Data Migration Plan must demonstrate how installation and deployment of the system to "Go Live", and the deliverables as stated in the Statement of Requirements will be accomplished along with the corresponding timelines. The Draft Implementation and Data Migration Plan must include an executive summary of the work plan and at a minimum, address the following: key activities, milestones, and estimated dates for installation, acceptance testing, security, privacy and training deliverables.
- 36.2 Finalization of Draft Implementation and Data Migration Plan: Within ten (10) working days of the Contract being awarded, the Technical Authority will provide any comments it has regarding the draft implementation plan, submitted by the Contractor as part of its bid. The Contractor must update the implementation plan to reflect the Technical Authority's comments within ten (10) working days and resubmit it to Technical Authority for approval. The Contractor must manage the project in accordance with the approved Implementation and Data Migration Plan. Any changes to the Plan will require the approval of the Technical Authority. Approval of the Implementation Plan by the Technical Authority does not, in any way, reduce or relieve the Contractor of any of its responsibilities to meet its obligations under the Contract.

37.0 ACCEPTANCE TEST PLAN

- 37.1 The Contractor must update the Draft Acceptance Test Plan submitted with their bid and submit the updated Plan to the Technical Authority, prior to commencement of acceptance testing. The Technical Authority should, within fifteen (15) days, either approve the plan or provide written comments to the Contractor requiring corrections. If corrections are required, the Contractor shall make the corrections and resubmit the plan to the Technical Authority for approval.
- 37.2 Acceptance testing must be done according to the Acceptance Test Plan by LAC with assistance of the Contractor as required. The Contractor shall provide to LAC such documentation and assistance as may reasonably be required by LAC, in connection with the acceptance tests.
- 37.3 Following system installation, LAC shall conduct acceptance testing of the installed system, in accordance with the approved Acceptance Test Plan, to verify that it meets all the technical and functional requirements stated herein. Should any tests indicate that the system does not function in accordance with the requirements, the Contractor shall make such corrections to the system as are necessary to correct the problem(s) and LAC will retest the system as appropriate. Following successful completion of all acceptance testing, the Technical Authority shall approve the completion of the work and schedule the "Go-Live" date.
- 37.4 For a period of thirty (30) days following "Go-Live", LAC will conduct acceptance testing of the installed system to verify that it meets all the technical and functional requirements. Should any tests indicate that the system does not function in accordance with the Contract requirements, the Technical Authority will advise the Contractor, and the Contractor shall make such correction as is necessary and LAC will retest the system with assistance from the Contractor as required, for additional thirty (30) days. Following successful completion of all acceptance testing, the Technical Authority shall approve the completion of the Final System Acceptance.

38.0 TERMINATION FOR CONVENIENCE

- 38.1 With respect to Section 30 of General Conditions 2035, if applicable, or Section 32 of 2030, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
 5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

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- (a) The total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - (b) The amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

39.0 TRANSLATION OF REPORTS AND DOCUMENTATION

- 39.1 The Crown shall have the right to translate any documentation delivered herein into the second of the two Official Languages of Canada. This right shall include the right to make, or to have made, copies for the Crown's internal purposes only and to ultimately destroy those copies. The Contractor acknowledges that the Crown owns the translated version of any such translated document and that it is under no obligation to provide any translated document to the Contractor. Any document, which is translated by the Crown, shall include any copyright and/or proprietary right notice, which was part of the original document. The Crown acknowledges that the Contractor is not responsible for technical errors, which arise as a result of any translation performed by the Crown.

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**PART 7
ANNEX A**

STATEMENT OF REQUIREMENTS

**LIBRARY AND ARCHIVES CANADA
ENTERPRISE SEARCH FACILITY**

1 INTRODUCTION

2 LAC PROGRAMS AND COLLECTIONS

3 SCOPE

4 REQUIREMENTS

5 DEFINITIONS

6 ABBREVIATIONS & ACRONYMS

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Notes to Bidder

For the purposes of this Bid Solicitation, entire sections, and/or individual paragraphs of this Statement of Requirements are marked as either Information (I), or Mandatory (M), or Rated (R).

The sections and/or individual paragraphs that are marked as (I) are for information purposes only. They are to provide either background information or context to a reader of the SOR. Bidders are not required to respond directly to anything marked as (I), however they should take this information into account in the preparation of their bids. It is expected that these sections and paragraphs will remain essentially as written in any resulting contract.

Those sections and/or individual paragraphs marked as (M) are mandatory in their entirety. It is expected that these mandatory sections and/or paragraphs will be included in the resulting contract exactly as written. By submitting a bid the Bidder agrees to comply with each and every section and/or individual paragraph marked as mandatory. In addition, the Bidder must explicitly state its compliance and provide substantiation of its compliance as detailed in Part 4, Attachment 4.1, Bidders not meeting all mandatory requirements will be deemed not responsive and will be given no further consideration.

Those sections and/or individual paragraphs marked as (R) are rated. Bidders should respond to these rated requirements as detailed in Part 4, Attachment 4.1, Bidder Response Form. It is expected that prior to the award of a contract, the Contracting Authority together with the selected Bidder, will edit or revise the wording of the rated requirements to match the Bidders proposal and then incorporate the agreed wording into the final SOR forming part of the resulting contract.

The term "must" is used herein to identify requirements that the Government of Canada considers to be mandatory for the Project and/or product. The Bidder must be required to deliver the services and product in accordance with these requirements, unless modified through the formal Task Authorization process.

The term "should" is used herein to identify requirements that the Government of Canada considers to be desirable provisions of added benefit/value, for the Project and/or product. The Bidder should propose how they will address and deliver such added benefit/value, for consideration by the Government of Canada.

NOTE TO BIDDER: The terms "must deliver, enable and support", "should allow", "support the capability" and "have the capability" are used herein to indicate the system can deliver the functionality described later in the phrase in which it is contained. Should the Bidder indicate that the system is capable or should allow for the functionality, the Bidder will be required to deliver this functionality if awarded the Contract, within the quoted price.

Unless otherwise indicated, the timelines noted to throughout the documents using the word "days" must be calculated in calendar days versus working days.

Lastly, all the [Notes to Bidder:] included in the Statement of Requirements will be deleted by the Contract Authority prior to contract award].

1 Introduction

(I) The mandate of Library and Archives Canada (LAC) is to collect, manage, preserve, and provide enduring access to the wide range of documentary resources. Material is increasingly being acquired and provided to clients in digital form. However, the legacy systems at the institution can no longer support the management and access of its collections in a sustainable manner.

(I) In order to respond to this fundamental challenge, LAC developed a Digital Strategy (http://publications.gc.ca/collections/collection_2016/bac-lac/SB4-36-2016-eng.pdf) with ten key strategic goals in 2015. LAC is implementing an institution-wide initiative that includes the alignment of policies, processes, and digital infrastructure.

The envisaged LAC Digital Platform comprises the integration of multiple systems including managed file transfer and pre-ingest processing, digital asset management solutions, descriptive catalogue systems, and content delivery infrastructure to manage the full life cycle of digital curation. The diagram below illustrates the Digital Platform in the context of LAC as a digital enterprise.

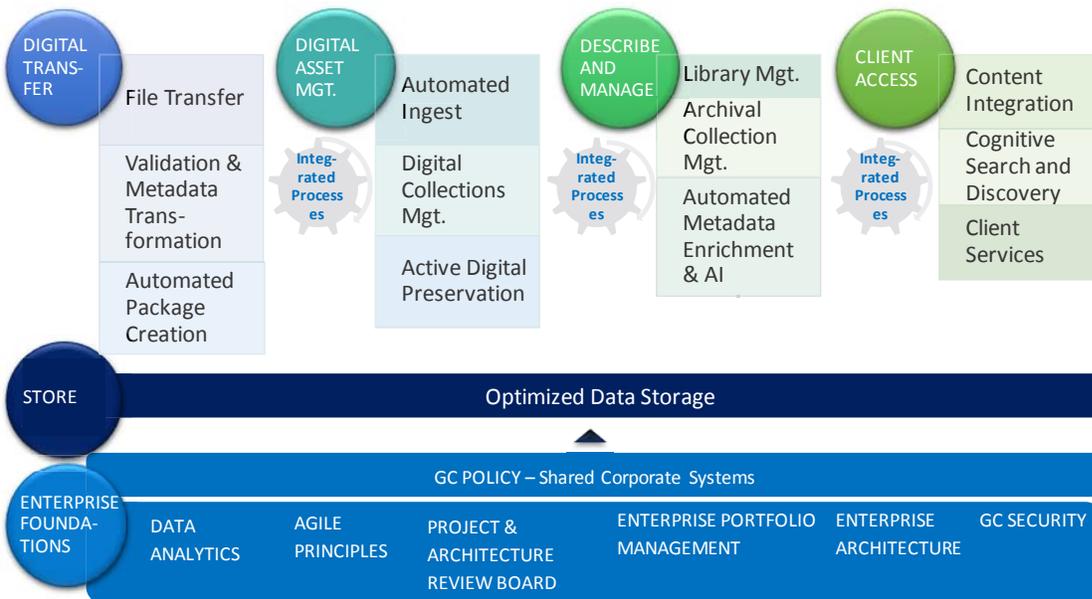


Figure 1. LAC as a Digital Enterprise

(I) As part of the client access infrastructure of the Digital Platform, LAC requires an Enterprise Search and Discovery solution to address specific institutional needs as detailed in this Statement of Requirements (SOR). The solution must be provided as:

- a Software as a Service (SaaS) solution. Proposed solutions may be hosted using a third party infrastructure provider or at a datacenter operated by the bidder. **It is mandatory that Canada's Protected B data reside in Canada.**

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1.1 Key Business Challenges

(I) Based on consultations with LAC staff, the Enterprise Search and Discovery Solution (ESDS) in conjunction with other components of the content delivery infrastructure will address the following business challenges:

- complexity of search due to the differences in the nature between archival and library records
- disparate databases comprising descriptive metadata and item level data records;
- scaling to the growing volume of records (close to 100 million) that need to be indexed for search;
- effective discovery and insight from the search results; and
- integrating search results with LAC services offered.

1.2 Expected Outcome

(I) Improve the ability to make LAC collections more accessible, discoverable, and provide end-users with deeper insight into Canadian documentary heritage.

2 LAC Programs and Collections

(I) As a national library and archive institution, LAC acquires a broad range of textual and non-textual material. The non-textual material covers the fields of architecture, art, audiovisual, cartography, philately and photography. These media are created both in analogue and digital formats. Audiovisual materials include sound recordings, videos and films. These records include both private and government sources, are national and international in scope, and ranging from the earliest extant items to contemporary work.

(I) Additionally, LAC treats web resources about Canada or of interest to Canadians as an important part of the nation's documentary heritage. Web archiving is a means of digitally-preserving and making important web resources discoverable, searchable, and available for public consultation and future research.

(I) LAC's key collection programs include:

A) PUBLISHED HERITAGE

LAC acquires, generally through legal deposit, Canadian publications in both analogue and digital formats. Publications in digital formats include books, serials, sound and video recordings, maps and newspapers. Collected material includes Public Opinion Research Reports, Royal Commissions, Commissions of Inquiry, Government of Canada publications, as well as commercial and open access titles. Publishers include commercial trade and small press publishers, universities and academic presses, federal government departments, production companies, associations, organizations, and self-publishers. Digital music also falls under Canadian legal deposit, and is an acquisition priority for LAC going forward.

Additionally, LAC currently acquires digital theses and dissertations from Canadian universities (under the Theses Canada program) by harvesting metadata directly from the universities' Open Archives Initiative (OAI) data repositories.

B) GOVERNMENT RECORDS

Government records are information resources created or received by government institutions. Under the Library and Archives of Canada Act, government institutions cannot dispose of their records without the authority of the Librarian and Archivist of Canada, and must transfer archival records to LAC. Government records at LAC date from before the time of Confederation to the present and include material such as censuses, military personnel files, patents of invention, records from Commissions of Inquiry, treaties signed with First Nations, and immigration records (passenger lists and border entry lists) as well as large volumes of textual records.

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Government records include various media, including audiovisual material from the National Film Board, cartographic material from Natural Resources Canada, technical and architectural drawings from PSPC and the Communications Research Centre, and photographic collections from numerous government institutions, textual documents and databases. Currently, government archival holdings are primarily paper. However, as of 2017, born-digital archival records created after 2017 will be acquired in digital format only.

C) PRIVATE ARCHIVES

Private archives are records created or received by non-government agencies, institutions, families, or individuals in the course of their activities, and preserved for their informational, intrinsic, and evidential value. Private archives cover virtually every sphere of activity in a society. LAC receives content in a wide variety of media, including textual records, graphic and cartographic materials, moving images, sound recordings, in analogue and digital formats.

Also included within the private archives are records from those GC institutions not subject to the LAC Act; these institutions work with LAC on a voluntary basis to ensure the long-term preservation of important records.

2.1 Current Descriptive Systems

(I) LAC uses three main custom descriptive systems: AMICUS for published collections, MIKAN for archival holdings with the exception of audiovisual holdings which are managed by MISACS/MINISIS. An integrated library management system from OCLC will be implemented to replace AMICUS over the next 24 months. In the long-term, MIKAN and MISACS will be replaced by an alternative archival collection management system.

2.2 Other Databases

(I) Library and Archives Canada also holds an extensive collection of records organized in over 100 databases for the Genealogy and Family History as well as a variety of other subject areas related to Music, Film, Video, and Sound.

2.2 LAC Volumetric Data (as of September 2017)

Collections	Number of documents (records to index)	Growth Projections	Formats	Timeline to integrate	Comments
Library system: descriptions of published material	Close to 5 millions of bibliographic records	4% annually	Descriptive metadata is stored in a relational database, the bibliographic record contains all the data in order to produce a MARC21 compliant record.	At deployment	The current system (AMICUS) is currently being replaced with a SaaS solution (OCLC). Content will still be indexed.
MIKAN private and government archival	Close to 5 millions of records	3% annually	Descriptive metadata is stored in relational databases. OCR'd data can also be	At deployment	Digital objects are stored in a

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Collections	Number of documents (records to index)	Growth Projections	Formats	Timeline to integrate	Comments
descriptions database			indexed as part of the record.		separate repository
MISACS database for audiovisual descriptions	Close to 2 millions of records	3% annually	Descriptive metadata is stored in relational databases. OCR'd data can also be indexed as part of the record.	At deployment	Digital objects are stored in a separate repository. Database itself contains no digital content
Specialized subject repositories such as census records, passenger lists, military files, etc.	Close to 55 millions of records	4% annually	Descriptive metadata is stored in relational databases. OCR'd data can also be indexed as part of the record.	By end of March 2018-2019	More than 100 of these specialized databases are currently supported. These databases varies in size and structure. Digital objects are stored in a separate repository

2.3 Projected growth of number of documents

- o 2017-2018 - 25M
- o 2018-2019 - 65M
- o 2019-2020 - 75M
- o 2020-2021 - 85M
- o 2021-2022 - 100M
- o 2022-2023 - 125M
- o 2024-2025 - 150M

3 Scope

(I) A high-level business view of the future state content delivery infrastructure is shown below. The guiding principle is to assemble solution components in a way that is interoperable, but can also be replaced as required (e.g. as processes are simplified or as technology evolves). The processes should be system independent and use open architectures.



Figure 2. Content Delivery Infrastructure

- **Content Integration** – The ability to cohesively organize and integrate diverse descriptive metadata, item level data records, and access copies of born-digital and digitized objects.
- **Search** – The ability to seamlessly search the diverse collections of LAC using various search strategies such as keyword search, context search, cognitive search etc.
- **Discovery and Insight** – The ability to explore results in different ways using facets, recommendations, visualization, user analytics etc.
- **Client Services** – The ability to request, track, and receive specific client services related to a specific search result.

(I) For the purposes of this bid solicitation, the bidder must:

- address functionality related to Search as well as the Discovery and Insight layers as stated in the SOR.
- The current technology component being replaced is the Google Search Appliance (GSA);
- comply with Government of Canada (GC) privacy and security requirements as stated in this bid solicitation;
- host and managed the solution in Canada;
- demonstrate continuing product investment;

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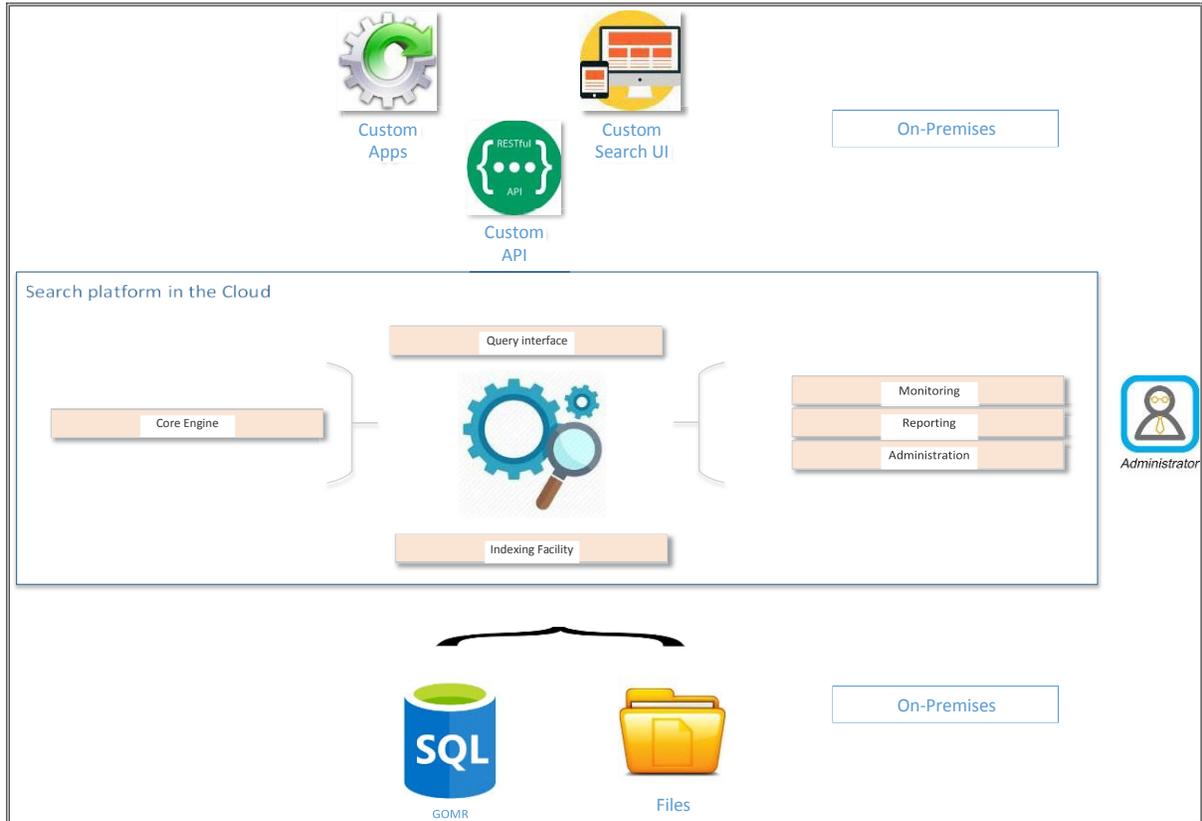
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- provide support to technical staff during the initial installation, configuration and migration of content.

The following diagrams are a high-level technical views of the content delivery infrastructure currently being developed.



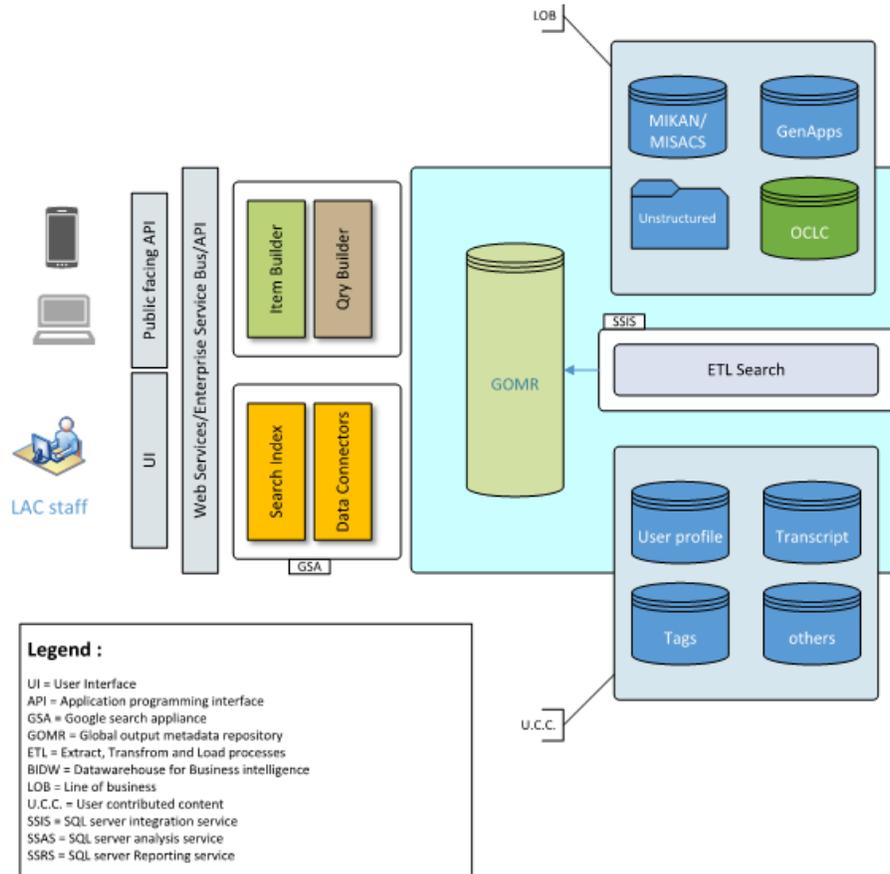


Figure 4. Content Delivery Infrastructure

- **Global Output Metadata Repository (GOMR)** – Datasource that aggregates content from multiple operational databases storing descriptive metadata about the various element of LAC collection. GOMR is the result of the extraction, transformation and load of data from diverse sources into a read-only database ready to be indexed. Transformations include cleansing, standardization, field mapping, denormalization and other data preparation operations.
- **Google Search Appliance (GSA)** – The current search platform to be replaced. GSA function is to index content from GOMR and make it searchable via it's REST interface. It also offers a series of advanced search features, including Facets search, "Did you mean", Auto-suggestion, etc.
- **Web Services/Enterprise Service Bus/Business API** – This is the business layer that interacts with GSA. All search requests coming from any business system (including the Web Collection Search) are preprocessed by this custom built layer that translate the end user selection into a

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call to the GSA REST API and format the response from GSA to make it directly consumable by the presentation layer.

- **User Interface/Public API** – Front-end layers used to specify query parameters to be sent to GSA via the business API and display the result of the search as formatted by the business API.

3.1 Scenarios for Search and Discovery

(l) While not an exhaustive list, a few examples of search and discovery are listed below.

3.1.1 Basic Search

- **Single term** - Be able to search any term
- **Multiple terms** (default Boolean AND) - Be able to search any combination of terms
- **Diacritics** – neutral - Be able to have a search using diacritics yield the same results
 - o Chaudière bridge = Chaudiere bridge
 - o Montreal = Montréal
- **Capitalization** – neutral - Be able to have a search with or without capitalization yield the same results
 - o HMCS = hmcs
- **Punctuation** – neutral - Be able to have a search with or without punctuation yield the same results
 - o Expo'67 = Expo `67 = Expo 67
 - o hmcs = h.m.c.s. = HMCS = H.M.C.S. Gatineau
- **Other**
 - o St. = st- = Saint

3.1.2 Advanced Search

- **Target specific metadata field** – Be able to target a specific metadata field in the search box
 - o **Archival_Reference:RG10** – To find material containing the word RG10 in the field “Archival reference”
- **Boolean operators (AND OR NOT)** – Be able to use Boolean operators to refine the search result
 - o Trudeau AND Pierre NOT Justin - To find material relating to *Pierre Trudeau* but not *Justin Trudeau*
 - o Indian AND health NOT Archival_Reference:RG10 - To find material relating to *Indian* and *health* but not from the *RG10 fonds*
 - o health NOT Archival_Reference:RG10 - To find material relating to *Indian* and *health* but not from the *RG10 fonds*
 - o Archival Reference No: RG17-B-VII NOT Finding Aid No: 17-122
To find material from RG17-B-VII but exclude the 1,000 + entries from finding aid 17-122
- **Phrase (Quotation marks) (Textual equivalent = Exact word or phrase)** - Be able to use quotation marks (or calibrate an “Exact word or phrase” search box) to search for multiple words/terms in a specific order,
 - o “12.6 x 17.7 cm” will also return “12,6 x 17,7 cm” but not just items with any of the elements therein.
- **Wildcards, i.e.: * ?** - Be able to use wild cards to fill in the gaps in search terms **or at least offer an analogous type of search**
 - o Canad* will search for documents containing words that start with Canad, and will match

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- o results Canada, canadien, Canadian
- o not*cation will match notification as well as not a vacation because the * symbol includes any number of characters including spaces.

- **Advanced Search Examples:**

- o Archival Ref number:RG15 AND Script AND Char*
- o Cand? will search for documents containing words that start with Cand and have exactly one other letter, so it will match Candy, Candi, Cande...
- o dog? will find dog and dogs.
- o not???cation will match notification as each ? matches only one character
- o Title: "Board of ?nquiry" [To find **inquiry** or **enquiry**]

4 Requirements

4.1 Access and Rights Management

- 4.1.1 **(M)** The system must provide the ability to support controlling access to metadata records using methods such as Access Control List (ACL).
- 4.1.2 **(R)** The system should have the ability to restrict metadata records or parts of metadata records from non-authorize view.

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4.2 Administration

- 4.2.1 **(M)** The system must provide the ability to monitor indexing process including the status of indexing and diagnostic information.
- 4.2.2 **(R)** The system should provide the ability to monitor indexing process through a graphical user interface.
- 4.2.3 **(M)** The system must provide the ability to configure and edit facets presented in the user interface.
- 4.2.4 **(M)** The system must provide the ability to scale indexing and searching up to 150M. The bidder is requested to provide a detailed example of a successful implementation or published scalability results that demonstrate the ability to scale to more than 150M records.
- 4.2.5 **(M)** The system must provide the ability to monitor overall system status through a graphical user interface.

4.3 Indexing

- 4.3.1 **(M)** The system must provide the ability to index content from Microsoft SQL Server and Oracle databases (database connector).
- 4.3.2 **(R)** The system should provide the ability to index content from Sharepoint (Sharepoint connector) and Open Text Content Server (Open Text connector).
- 4.3.3 **(M)** The system must provide the ability to index content that resides on premise.
- 4.3.4 **(M)** The system must provide the ability to perform incremental indexing of content.
- 4.3.5 **(M)** The system must support the indexing of textual documents in a variety of formats including .pdf, .doc, .xls, .csv, .txt.
- 4.3.6 **(R)** The system should provide an API or software framework for developers to build and implement custom data connectors.
- 4.3.7 **(R)** The system should provide the ability to monitor and prioritise the indexing queue order when required.
- 4.3.8 **(R)** The system should provide the ability to reindex and delete specific records based on user- defined criteria.
- 4.3.9 **(R)** The system should allow the creation and management of subsets of a single index to facilitate searching different category of content.

4.4 Interoperability

- 4.4.1 **(M)** The system must comply with the internal LAC infrastructure for any component that will need to be installed on premise. The component must be capable of being installed on a host running SUSE Linux or Datacenter Windows Server.
- 4.4.2 **(M)** The system must allow search functionalities to be integrated by developers to external applications via a REST API. The resulting response must be in XML or JSON.
- 4.4.3 **(R)** The system should provide a plugin to emulate GSA search syntax.

4.5 Reporting

- 4.5.1 **(M)** The system must provide statistics to the platform administrator on the content that was indexed. Some of the key statistics are:
 - Number of records indexed

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- Size of records
- Date last indexed

4.5.2 (R) The system should provide the ability for the administrator to create custom reports on the content that was indexed.

4.5.3 (M) The system must provide the ability for the administrator to create custom reports on search statistics. Some of the key reports are:

- a summary of recent queries
- top search phrases in a given month

4.5.4 (R) The system should provide the ability to anonymize search statistics collected from public users.

4.6 Search

4.6.1 (R) The system should support searching of content based on geocodes and the ability to visualize search results on interactive maps.

4.6.2 (M) The system must provide the ability to configure synonyms and exclusion word lists.

4.6.3 (M) The system must provide the capability to execute search queries by suggesting spelling corrections and auto-complete for search keywords.

4.6.4 (M) The system must provide the ability to search and navigate using facets.

4.6.5 (M) The system must provide the ability to support searching and spelling in different languages through an implementation of Unicode.

4.6.6 (M) The system must provide the ability to browse through the entire result set.

4.6.7 (M) The system must provide the ability to display all facets (count can be estimated) regardless of the number of records returned by the search or the number of records in the index, up to 150M.

4.6.8 (R) The system should provide the ability for the length of a search phrase to be at least 500 characters for any given query parameters.

4.6.9 (M) The system must provide the ability to disregard diacritics, punctuation, special characters and case in search queries and in sorting of search results. For example, searching for "Seguin" would also return results containing "Séguin" or "Sèguin".

4.6.10 (M) The system must provide the ability to perform complex boolean searches supporting the OR, the AND and the NOT operators.

4.6.11 (M) The system must provide the ability to search using wildcard character.

4.6.12 (R) The system should provide the ability to query the index using standard SQL.

4.6.13 (R) The system should provide the ability to configure weight of metadata fields in the search relevancy calculation.

4.6.14 (R) The system should provide support for multiple relevancy profiles.

4.6.15 (R) The system should provide the ability to search a range of data (e.g. a span of dates, classification numbers, etc.) and circa dates.

4.6.16 (M) The system must offer cognitive search capabilities to return results that are more relevant to the user or embedded in an application issuing the search query. Cognitive search is defined as using natural language

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processing or machine learning to ingest, understand, organize, and query digital content from multiple data sources.

- 4.6.17 (R) The system should provide the ability to extract and identify key phrases and concepts in unstructured content using external dictionaries, controlled vocabularies and taxonomies.
- 4.6.18 (R) The system should provide the ability to auto-extract and identify key phrases and concepts in unstructured content.
- 4.6.19 (R) The system should provide support for machine learning to improve search relevancy.
- 4.6.20 (R) The system should provide support for machine learning to improve ingest, understanding, linkage and organization of the content from multiple data sources.
- 4.6.21 (R) The system should provide support for natural language in search queries.

- 4.7 **Search Results**
 - 4.7.1 (M) The system must provide the ability to specify a preferred sort order for search results from a set of pre-defined attributes.
 - 4.7.2 (R) The system should provide the ability to offer personalized recommendations on related searches based on the search performed by the user.
 - 4.7.3 (R) The system should provide the ability to return search results with a compound sort (e.g. sort by title first then by date).

- 4.8 **Product Roadmap and Releases**
 - 4.8.1 (R) Based on previous product releases, the Contractor should demonstrate continuing product investment by having two substantive product releases per year based on previous product releases.
 - 4.8.2 (R) The Contractor should demonstrate the availability of a product roadmap.
 - 4.8.3 (R) The Contractor should demonstrate a process that defines how the user community can propose enhancements and new features and how and when product features are decided, prioritized, developed and released.

- 4.9 **Exit Strategy**
 - 4.9.1 (M) The Contractor must provide a documented exit strategy process for the solution.

- 4.10 **Training**
 - 4.10.1 (M) The Vendor must provide a training plan covering the duration of the contract, for LAC search platform managers/administrators and Search applications integrators, including course descriptions, duration of training, general timelines and LSP administration.
 - 4.10.2 (R) The Vendor should provide training offered through the provision of a variety of learning materials and mediums; such as webinars and individual Q&A sessions with trainers.
 - 4.10.3 (R) The Vendor should provide on-going training to cover new products or updates, including training material.

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- 4.10.4** (R) The Vendor should provide training material in electronic format for the proposed product with the right to copy as required for use by Library staff.
- 4.10.5** (R) The Vendor should provide the availability of training in both English and French.
- 4.10.6** (R) The Vendor should provide the availability of an on-line knowledge base for the usage of LAC search platform managers/administrators and Search applications integrators.

4.11 Implementation and Data Migration Plan

[Note to Bidder: Bidders must submit a Draft Implementation and Data Migration Plan as per Clause 36 of the Resultant Contract Clauses and Item R32 in the Bidder Response, Attachment 4.1. The Draft Implementation and Data Migration Plan will be evaluated in accordance with the Rated Requirement for this item in Bidder Response Form.]

- 4.11.1** (M) The Contractor must provide a Draft Implementation and Data Migration Plan with their proposal. The Draft Implementation and Data Migration Plan must demonstrate how installation and deployment of the system to "Go Live", and the deliverables as stated in the Statement of Requirements will be accomplished along with the corresponding timelines. The Draft Implementation and Data Migration Plan must include an executive summary of the work plan and at a minimum, address the following: key activities, milestones, and estimated dates for installation, data migration (from the current Google Search Appliance Platform), acceptance testing, security, privacy and training deliverables.
- 4.11.2** (R) The implementation and data conversion plan provided by the vendor with the proposal should lay-out the list of major tasks and timelines to be executed, including details of the roles of the vendor and Library and Archives Canada in validating the data and system implementation, leading to system acceptance. This plan should include:
- a) detailed processes of the system implementation and verification of functionality and configurations leading to system acceptance based on the resulting Contract and the Vendor's response to the Bid Solicitation;
 - b) iterative validations of data load and subsequent loads as necessary of all the required data converted for the Library's verification leading to system acceptance based on the resulting Contract and the Vendor's response to the Bid Solicitation;
 - c) system acceptance is reached once full implementation and data migration is successfully completed and based on the resulting Contract and the Vendor's response to the Bid Solicitation;
 - d) Go-live date, including a mutually agreed period of adjustments and corrective measures of issues reported by the LAC in relation to, but not exclusive to migrated data, system configurations, and inadequate response time.

4.12 Acceptance Test Plan

[Note to Bidder: Bidders must submit a Draft Implementation Plan as per Clause 37 of the Resultant Contract Clauses and Item R33 in the Bidder Response, Attachment 4.1. The Draft Implementation Plan will be evaluated in accordance with the Rated Requirement for this item in Bidder Response Form.]

- 4.12.1** (M) The Contractor must provide a Draft Acceptance Test Plan related to the installation and deployment of their system with their bid. The Acceptance Test Plan must detail the test methodology and list all tests to

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be carried out during acceptance testing. The Acceptance Test Plan must include a summary of key tests and at a minimum include:

- verification of functionality based on the resulting Contract and the Contractor's documentation and response to the Bid Solicitation;
- test indexing of LAC content and the main search functionalities as necessary for LAC verification and
- acceptance based on the agreed specifications;
- evaluation of adequate response time; and
- testing from LAC's operational environment.

4.12.2 (M) Acceptance testing must be done according to the Acceptance Test Plan by LAC with assistance of the Contractor as required. The Contractor must provide to LAC, its representatives and consultants, such documentation and assistance as may reasonably be required by LAC, in connection with the aforesaid acceptance tests.

4.12.3 (M) Following system installation, the LAC must conduct acceptance testing of the installed system, in accordance with the approved Acceptance Test Plan, to verify that it meets all the technical and functional requirements stated herein. Should any tests indicate that the system does not function in accordance with the requirements, the Contractor shall make such corrections to the system as are necessary to correct the problem(s) and LAC will retest the system as appropriate. Following successful completion of all acceptance testing, the Technical Authority shall approve the completion of the work (Acceptance).

4.12.4 (R) Acceptance test plan provided by the vendor with the proposal should lay-out the list of major tests and verifications to be executed, including details of the roles of the vendor and Library and Archives Canada in validating the data and system implementation. This plan should include:

- a) Detailed list of tests to be conducted in order to verify the functionality and the proper configuration of the system based on the resulting Contract and the Vendor's response to the Bid Solicitation;
- b) Detailed list of tests to be conducted in order to validate the specific requirements related to the indexing, searching, and monitoring of the system based on the resulting Contract and the Vendor's response to the Bid Solicitation;
- c) Detailed list of tests to be conducted in order to validate the specific requirements to access and security based on the resulting Contract and the Vendor's response to the Bid Solicitation;
- d) Detailed performance benchmark and performance testing strategy based on the resulting Contract and the Vendor's response to the Bid Solicitation.

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4.13 General

- 4.13.1 (R)** The system should have been deployed in comparably sized collections and the Contractor should describe how their system was successfully implemented.
- 4.13.2 (M)** The Contractor must provide at least three (3) references for the proposed system. The references will be contacted and asked the questions in Part 4, Attachment 4.2. Include organization name, contact name, phone number and email address.
- 4.13.3 (M)** The system must be offered as a Software as a Service (SaaS).
- 4.13.4 (M)** The content managed by the system must reside within Canada.
- 4.13.5 (M)** The infrastructure provider, either as a third party provider or as the Contractor, must be certified against Information Security Management (ISO 27001:2013) or most current.
- 4.13.6 (M)** The Contractor must provide the capability to test configuration settings and prototype new features without impacting the production environment.
- 4.13.7 (M)** The Contractor must provide dedicated network connections (up to 500 Mb/s) to transfer and index large volumes of records and documents.

5 Definitions

Term	Definition
Digital Curation	<p>Digital curation is the selection, preservation, maintenance, collection and archiving of digital assets. Digital curation establishes, maintains and adds value to repositories of digital data for present and future use.</p> <p>Sources: "What is Digital Curation?". Digital Curation Centre</p> <p>Rusbridge, C.; Buneman, P.; Burnhill, P.; Giaretta, D.; Ross, S.; Lyon, L.; Atkinson, M. (2005). "The Digital Curation Centre: A Vision for Digital Curation". 2005 IEEE International Symposium on Mass Storage Systems and Technology</p> <p>Erin Scime (8 December 2009). "The Content Strategist as Digital Curator".</p> <p>Elizabeth Yakel (2007). "Digital curation". Emerald Group Publishing.</p>
Fond	<p>The entire body of records of an organization, family, or individual that have been created and accumulated as the result of an organic process reflecting the functions of the creator.</p> <p>Source: Society of American Archivists. http://www2.archivists.org/glossary/terms/f/fonds</p>

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Government of Canada Information Technology Strategic Plan 2016-2020	<p>In responding to government priorities and current challenges, the plan charts the path forward for IT from a whole-of-government or “enterprise” perspective, positioning the government to manage and use IT as a strategic asset, in innovative ways, to deliver better programs and services and ultimately value to Canadians.</p> <p>Source: Government of Canada Information Technology Strategic Plan 2016-2020</p>
GC Cloud Adoption Strategy	<p>Right Cloud adoption strategy: an approach to cloud adoption recognizing that no single cloud or non-cloud deployment model can meet all of the GC’s requirements:</p> <ul style="list-style-type: none"> •an approach to managing security risks that is tailored to the cloud: ensuring the safeguarding of Canadians’ data and privacy; •a series of adoption principles: providing guidance to chief information officers as they adopt cloud services; and •the future vision for a Canadian public sector community cloud: a program to bring together Canadian public sector buyers with public cloud-service providers, brokered and security-assessed by the GC <p>Source: Government of Canada Cloud Adoption Strategy - https://www.canada.ca/en/treasury-board-secretariat/services/information-technology/cloud-computing/government-canada-cloud-adoption-strategy.html</p>
ITSG-33	<p>The <i>Overview of IT Security Risk Management: A Lifecycle Approach</i> (ITSG-33) is a publication issued under the authority of the Chief, Communications Security Establishment Canada (CSEC). ITSG-33 contains a catalogue of Security Controls structured into three classes of control families: Technical, Operational and Management. ITSG-33 includes profiles that address the confidentiality, integrity and availability needs for the GC PROTECTED A, B and SECRET environments.</p> <p>Source: IT Security Risk Management: A Lifecycle Approach - https://www.cse-cst.gc.ca/en/publication/itsg-33</p>
Official Languages Act	<p>Ensures respect for English and French as the official languages of Canada.</p> <p>Source: http://laws-lois.justice.gc.ca/eng/acts/o-3.01/</p>
Cognitive Search	<p>Indexing, natural language processing, and machine-learning technologies combined to create an increasingly relevant corpus of knowledge from all sources of unstructured and structured data that use naturalistic or concealed query interfaces to deliver knowledge to people via text, speech, visualizations, and/or sensory feedback.</p> <p>Source – Brief: Cognitive Search Is Ready To Rev Up Your Enterprise's IQ, Forrester Research, May 2016.</p>

6 Abbreviations and Acronyms

Term	Definition
API	Application Program Interface
DCP	Digital Curation Platform
GC	Government of Canada
LAC	Library and Archives Canada
PIA	Privacy Impact Assessment
PMP	Privacy Management Plan

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REST	Representational State Transfer
SaaS	Software as a Service
SOAP	Simple Object Access Protocol
JSON	JavaScript Object Notation
ESDS	Enterprise Search and Discovery Solution

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PART 7

ANNEX B

LIST OF DELIVERABLES AND SERVICES

[Note to Bidders: Bidders must bid prices as detailed in the Tables below. Prices must be included in the Financial Bid only. The Financial Bid should include tables in a similar format as shown below.

All prices bid must be in Canadian dollars.

As detailed in Part 4, the Total Evaluation Price will be the sum of all the prices for all Tables A, B and C.

The clauses and item descriptions in Tables A, B and C are Mandatory in their entirety. Except where specifically set out in the bid solicitation, acceptance by the Bidder of all the clauses and item descriptions is a mandatory requirement of the bid solicitation. No modification or other terms and conditions included in a bid will apply to any resulting contract even if the bid is incorporated into that contract. Any bid that contains statements implying that the bid is conditional on modification of these clauses and item descriptions, or containing terms and conditions that purport to supersede these clauses and item descriptions will be considered non-responsive. Bidders with concerns about these clauses should raise their concerns in accordance with the Enquiries provision of this bid solicitation.]

1. Summarize all costs associated with implementing your solution including ongoing costs in the Cost Forms below. Costs must include but not be limited to: software, proposed licensing arrangement and associated fees, training, technical support, testing, annual maintenance and upgrades, etc.

The Bidder must supply firm annual costs for a period of five (5) years.

For the purpose of Financial Evaluation, the additional option years will be calculated at an increase of 5% per year.
2. Provide **itemized or unit or ceiling pricing** and supporting documentation in a separate referenced document. Indicate any discount applicable to any deliverables/services.

List of Deliverables/Services:

Table A - List of Deliverables and Services

1. The Contractor shall be paid firm unit prices and firm time rates for the Deliverables/Services listed below. Prices are in Canadian dollars, and are FOB destination, (installed, tested and accepted, if applicable), Canadian Customs duties and excise taxes included, if applicable, Goods and Services Tax (GST), Harmonized Sales Tax (HST) or Quebec Sales Tax (QST) extra, as applicable. Prices include all foreign excise, federal, state, or local sales or use taxes, and any other tax of a similar nature, if applicable.

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2. For line item 01: For the annual subscription license for the use of the Licensed Software, and for Software Maintenance and Support Services thereon, and for all Hosting Services on a proposed baseline infrastructure, the Contractor shall be paid the firm annual prices indicated in the table below, payable yearly in advance.
3. For line item 02 and 03: Indicate Lot pricing for Year 1.
4. For line item 02 and 03: Any authorized travel and living expenses incurred in the performance of the work shall be included in the item pricing.
5. For line items 05A and 05B: Indicate pricing Per Course, Per User. Also indicate list of applicable courses in the Technical Proposal (Draft Training Plan). Any authorized travel and living expenses incurred to perform onsite training, will be reimbursed in accordance with the terms of the Contract.

[Note to Bidder: Canada reserves the right to declare any bid non-responsive if any of the firm annual prices bid below increase by more than 5% per year.]

Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Year 4	Firm annual price for Year 5
01	For the annual SaaS subscription license to use the Licensed Software in accordance with the terms of the Contract, and for Software Maintenance and Support Services thereon, and for all Hosting Services related to the Enterprise Search Facility and described in the SOR	Per Year	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
02	For all Work for Implementation, including set-up, assistance with integration and installation of proposed Enterprise Search and Discovery Solution, up to and including successful completion of the System Acceptance as per approved plan.	Lot	1	\$ _____				
03	For all Work for Configuration, Conversion (current records) and Data Migration, indexing, load and testing, up to and including successful completion of the System Acceptance as per approved plan.	Lot	1	\$ _____				
04	For tiered indexing service up to 10 million records	Per million records	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Year 4	Firm annual price for Year 5
05A	For the initial developer online training	Per Course/ Per User	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
05B	For the initial administrator online training	Per Course/ Per User	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Firm Annual Rates after Year 5 (Option Years 1 to 10)

If Canada exercises additional option years after Year 5, the Contractor must continue to provide optional Subscription services and other goods or services in accordance with the terms and conditions of this Contract. Firm Annual rates will be negotiated prior to Canada exercising the one (1) year option. The Contractor agrees that the Firm Annual rates will not exceed the lowest rates charged to any of its customers in Canada for like quality and quantity of services. Firm Annual rates shall not exceed an increase of 5% per year.

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Table B - List of Optional Deliverables and Services

- The Contractor shall be paid firm unit prices and firm time rates for the Optional Deliverables/Services listed below. Prices are in Canadian dollars, and are FOB destination, (installed, tested and accepted, if applicable), Canadian Customs duties and excise taxes included, if applicable, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra, as applicable. Prices include all foreign excise, federal, state, or local sales or use taxes, and any other tax of a similar nature, if applicable.
- For the purpose of Financial Evaluation, the additional option years will be calculated at an increase of 5% per year.

[Note to Bidder: For each of the options below, the Bidder must provide with its proposal a complete list of all software applications required for the option, indicating as applicable, product names, version numbers, etc. These software applications will form part of the Licensed Software if the option is exercised by Canada.]

[Note to Bidder: Canada reserves the right to declare any bid non-responsive if any of the firm annual prices bid below increase by more than 5% per year.]

Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Year 4	Firm annual price for Year 5
01A	For tiered indexing service from 10 million records to 50 million records	Per million records	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
01B	For tiered indexing service from 10 million records to 50 million documents	Per million documents	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
02A	For tiered indexing service from 50 million records to 100 million records	Per million records	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
02B	For tiered indexing service from 50 million records to 100 million documents	Per million documents	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
03A	For tiered indexing service from 100 million records to 500 million records	Per million records	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
03B	For tiered indexing service from 100 million records to 500 million documents	Per million documents	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
04A	For the indexing of large volumes of records and documents (as stated in the SOR): (1. Introduction, Section 2.2)	Per year	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Year 4	Firm annual price for Year 5
	Upgradeable dedicated 200 Mb/s network connection to the system – Connection Fee							
04B	For the indexing of large volumes of records and documents (as stated in the SOR):	Per Gigabyte	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Upgradeable dedicated 200 Mb/s network connection to the system – Inbound Data Charges							
04C	For the indexing of large volumes of records and documents (as stated in the SOR):	Per Gigabyte	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Upgradeable dedicated 200 Mb/s network connection to the system – Outbound Data Charges							
05A	For the indexing of large volumes of records and documents (as stated in the SOR):	Per Year	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Upgradeable dedicated 500 Mb/s network connection to the system – Connection Fee							
05B	For the indexing of large volumes of records and documents (as stated in the SOR):	Per Gigabyte	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Upgradeable dedicated 500 Mb/s network connection to the system – Inbound Data Charges							

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Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Year 4	Firm annual price for Year 5				
05C	For the indexing of large volumes of records and documents (as stated in the SOR): Upgradeable dedicated 500 Mb/s network connection to the system – Outbound Data Charges	Per Gigabyte	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____				
06A	For additional hosted tiered computing and network infrastructure to scale the system (as stated in the SOR): <table border="1" data-bbox="706 1533 771 1774"> <tr><td>Cores</td><td>RAM</td></tr> <tr><td>2</td><td>4 GB</td></tr> </table>	Cores	RAM	2	4 GB	Per Hour	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cores	RAM											
2	4 GB											
06B	For additional hosted tiered computing and network infrastructure to scale the system (as stated in the SOR): <table border="1" data-bbox="901 1533 966 1774"> <tr><td>Cores</td><td>RAM</td></tr> <tr><td>2</td><td>8 GB</td></tr> </table>	Cores	RAM	2	8 GB	Per Hour	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cores	RAM											
2	8 GB											
06C	For additional hosted tiered computing and network infrastructure to scale the system (as stated in the SOR): <table border="1" data-bbox="1096 1533 1161 1774"> <tr><td>Cores</td><td>RAM</td></tr> <tr><td>4</td><td>16 GB</td></tr> </table>	Cores	RAM	4	16 GB	Per Hour	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cores	RAM											
4	16 GB											
06D	For additional hosted tiered computing and network infrastructure to scale the system (as stated in the SOR): <table border="1" data-bbox="1291 1533 1356 1774"> <tr><td>Cores</td><td>RAM</td></tr> <tr><td>8</td><td>32 GB</td></tr> </table>	Cores	RAM	8	32 GB	Per Hour	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cores	RAM											
8	32 GB											

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Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Year 4	Firm annual price for Year 5
13B	For Cognitive Search functionality not included in the annual SaaS subscription license - capability to auto-extract and identify key phrases and concepts in unstructured content.	Per Year	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
13C	For Cognitive Search functionality not included in the annual SaaS subscription license - machine learning capability to improve search relevancy.	Per Year	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
13D	For Cognitive Search functionality not included in the annual SaaS subscription license - machine learning capability to improve ingest, understanding, linkage, and organization of content indexed.	Per Year	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
13E	For Cognitive Search functionality not included in the annual SaaS subscription license - natural language capability to support search queries.	Per Year	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
14	For extended technical support 24/7	Per Year	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Firm Annual Rates after Year 5 (Option Years 1 to 10)

If Canada exercises additional option years after Year 5, the Contractor must continue to provide optional Subscription services and other goods or services in accordance with the terms and conditions of this Contract. Firm Annual rates will be negotiated prior to Canada exercising the one (1) year option. The Contractor agrees that the Firm Annual rates will not exceed the lowest rates charged to any of its customers in Canada for like quality and quantity of services. Firm Annual rates shall not exceed an increase of 5% per year.

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Table C - Professional Services to be ordered by Task Authorization

- For professional services requested by Canada, in accordance with an approved Task Authorization (TA), Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked in accordance with the firm all-inclusive per diem rates set out below, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- For purpose of financial evaluation, the per diem rate will be multiplied by 5 days for each Fiscal Year.
- For the purpose of Financial Evaluation, the additional option years will be calculated at an increase of 5% per year, including the 5 days per year.
- Any authorized travel and living expenses incurred to perform any authorized Task Authorization, will be reimbursed in accordance with the terms of the Contract.

[Note to Bidder: Canada reserves the right to declare any bid non-responsive if any of the per-diem rates bid below increase by more than 5% per year, or are, at Canada's sole discretion, considered unreasonably high.]

Item No.	Resource Description	Unit of Issue	Firm per-diem rate for Year 1	Firm per-diem rate for Year 2	Firm per-diem rate for Year 3	Firm per-diem rate for Year 4	Firm per-diem rate for Year 5
01	For all Professional Services requested by Canada as stated in the SOR, in accordance with an approved Task Authorization (TA). Including but not limited to: - Advisor - Application/Software Architect - Programmer/Software Developer - Instructor						
PROFESSIONAL SERVICE CATEGORIES							
A	Advisor - Senior	Per diem	\$ _____/day				
B	Application/Software Architect - Senior	Per diem	\$ _____/day				

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ANNEX D

TASK AUTHORIZATION FORM

1.0 TASK AUTHORIZATION			
Contractor:		Contract No.:	
Financial Code:		GST Financial Code:	
Task Authorization No.:		Date:	
2.0 SCOPE OF THE TASK AUTHORIZATION AND DELIVERABLE (as per Contract)			
3.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED			
4.0 PERIOD OF SERVICES			
From: _____		To: _____	
5.0 WORK LOCATIONS			
6.0 COST			
Deliverables	Per Diem Rate	No. of Days to Perform the Task/Work	Total
		ESTIMATED TOTAL PRICE	
		GST/HST	
		TOTAL	
Travel and Living Expenses: Travel and living are a direct charge on a cost reimbursable basis. All expenses shall be incurred in accordance with the then-current Treasury Board guidelines. Invoices for Travel and Living costs of the Contractor's employees are to be supported by documentation (receipts) and will be reimbursed in accordance with the Treasury Board Policy and Guidelines on Travel in effect at the time of travel at actual cost with on allowance for mark-up. Charges for air travel shall not exceed that for economy class.		ESTIMATED PRICE	
		GST/HST	
		TOTAL	
		GRAND TOTAL	
7.0 TASK RECOMMENDED BY			
Client Project Manager:			
Signature: _____		Date: _____	

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Responsibility Centre: _____		
8.0 AUTHORIZED SIGNING AUTHORITY		
PWGSC Contracting Authority: _____	Signature: _____	Date: _____
10.0 CONTRACTOR SIGNING AUTHORITY		
[] The Contractor <u>does not accept</u> the Task Authorization: [X] The Contractor hereby <u>accepts</u> the Task Authorization:		
Name and Title of Contractor Authorized Personnel to sign on behalf of the Contractor:	Date:	

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ANNEX E

SECURITY REQUIREMENTS CHECK LIST (SRCL)

See Attached SRCL at end of document.

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ANNEX F

FOREIGN SECURITY REQUIREMENTS APPENDIX A to CONTRACT CLAUSE 13.3 SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS

The Foreign recipient Contractor / Subcontractor must perform a security screening of all its personnel who require access to CANADA PROTECTED B information/assets:

a) Identity Check:

- i. Copies of two of valid original pieces of government issued identity documentation, one of which must include a photo;
- ii. Surname (Last Name);
- iii. Full given names;
- iv. All other names used (Aliases)
- v. Gender;
- vi. Date of birth;
- vii. Place of birth (city, province/state/region, and country); and
- viii. Citizenship(s).

b) Residency Check:

- i. The last five (5) years of residency history starting from most recent with no gaps in time. Indicate if the person has resided in another country within the last five (5) years.

c) Employment History Check:

- i. The last five (5) years of employment history starting from most recent with no gaps in time.

d) Criminal Record Check:

- i. Proof of criminal record check with favourable results for each country the person has resided in during the last five (5) years.

Protection and Security of Data Stored in Databases for Canadian and Foreign Suppliers

- a) The Contractor and/or any and all subcontractors must ensure that all the databases including the backup database used by organizations to provide the services described in Annex A – Statement of Requirements containing any Personal Information, related to the Work, are located in Canada.
- b) The Contractor and/or any and all subcontractors must control access to all databases, referred to in subsection a, on which any Personal Information related to the Work is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control.
- c) Despite any section of the General Conditions relating to subcontracting, the Contractor and/or any and all subcontractors must not subcontract (including to a parent, subsidiary or affiliate) any function, relating to the provision of services described in Annex A – Statement of Requirements, that involves providing a subcontractor with access to any Personal Information related to the Work unless the Contracting Authority and Project Authority (in collaboration with the Canadian DSA) first consents in writing.

Privacy and Personal Information

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a. Interpretation

- i. In the Contract, unless the context otherwise requires, "General Conditions" means the general conditions that form part of the Contract

"Personal Information" means information about an individual, including the types of information specifically described in section 3 of the Privacy Act, R.S. 1985, c. P-21;

"Record" means any hard copy document or any data in a machine-readable format containing Personal Information;
- ii. Words and expressions defined in the General Conditions and used in this Article have the meanings given to them in the General Conditions.
- iii. If there is any inconsistency between the General Conditions and these privacy articles, the applicable provision of these privacy articles will prevail.

b. Ownership of Personal Information and Records

To perform the Work, the Contractor will be provided with and/or will be collecting Personal Information from third parties. The Contractor acknowledges that it has no rights in the Personal Information or the Records. On request, the Contractor must make all the Personal Information and Records available to Canada immediately in a format acceptable to Canada.

c. Use of Personal Information

The Contractor agrees to create, collect, receive, manage, access, use, retain, disclose and dispose of the Personal Information and the records only to perform the Work in accordance with the Contract and must do so in accordance with this Contract, including Annex A.

d. Collection of Personal Information

The Contractor is only authorized to collect Personal Information listed in the Security Requirements Checklist (SRCL), Annex E. In the event the Contractor is required to collect additional Personal Information to perform the Work under the Contract, the Contractor must seek and receive written approval from the Project Authority before collecting additional elements of Personal Information.

If the Contractor must collect Personal Information from a third party to perform the Work, the Contractor must only collect Personal Information that is required to perform the Work. The Contractor must collect the Personal Information from the individual to whom it relates and the Contractor must inform that individual (at or before the time when it collects the Personal Information) of the following:

- i. that the Personal Information is being collected on behalf of, and will be provided to, Canada;
- ii. the ways the Personal Information will be used;
- iii. that the disclosure of the Personal Information is voluntary or, if there is a legal requirement to disclose the Personal Information, the basis of that legal requirement;
- iv. the consequences, if any, of refusing to provide the information;
- v. that the individual has a right to access and correct his or her own Personal Information; and
- vi. that the Personal Information will form part of a specific personal information bank (within the meaning of the Privacy Act), and also provide the individual with information about

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which government institution controls that personal information bank, if the Contracting Authority has provided this information to the Contractor.

The Contractor, its subcontractors, and their respective employees must identify themselves to the individuals from whom they are collecting Personal Information and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a Contract with Canada.

If requested by the Contracting Authority, the Contractor must develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The Contractor must not begin using a form or script unless the Contracting Authority first approves it in writing. The Contractor must also obtain the Contracting Authority's approval before making any changes to a form or script.

At the time it requests Personal Information from any individual, if the Contractor doubts that the individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the Contractor must ask the Contracting Authority for instructions.

e. Maintaining the Accuracy, Privacy and Integrity of Personal Information

The Contractor must ensure that the Personal Information is as accurate, complete, and up to date as possible. The Contractor must protect the privacy of the Personal Information. To do so at a minimum, the Contractor must:

- i. not use any personal identifiers (e.g., social insurance number, passport number, unique client identifiers) to link multiple databases containing Personal Information;
- ii. segregate all Records from the Contractor's own information and Records;
- iii. restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
- iv. provide training to anyone to whom the Contractor will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the Work. The Contractor must provide this training before giving an individual access to any Personal Information and the Contractor must keep a record of the training and make it available to the Contracting Authority if requested;
- v. if requested by the Contracting Authority, before providing anyone with access to the Personal Information, require anyone to whom the Contractor provides access to the Personal Information to acknowledge in writing (in a form approved by the Contracting Authority) their responsibilities to maintain the privacy of the Personal Information;
- vi. keep a record of all requests made by an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by Canada on behalf of an individual);
- vii. include a notation on any Record(s) that an individual has requested be corrected if the Contractor has decided not to make the correction for any reason. Whenever this occurs, the Contractor must immediately advise the Contracting Authority of the details of the requested correction and the reasons for the Contractor's decision not to make it. If directed by the Contracting Authority to make the correction, the Contractor must do so;
- viii. keep a record of the date and source of the last update to each Record;
- ix. maintain an audit log that electronically records all instances of and attempts to access Records stored electronically. The audit log must be in a format that can be reviewed by the Contractor and Canada at any time; and

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- x. secure and control access to any Personal Information.

f. Safeguarding Personal Information

The Contractor must safeguard the Personal Information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. In doing so, the Contractor must implement administrative, physical and technical security and safeguarding measures and solutions to preserve the confidentiality, security and integrity of premises, Personal Information and systems. These measures and solutions must satisfy all requirements described in the Contract, including Annex A and the Statement of Requirements including compliance with principles of privacy laws referred to herein and any relevant Government of Canada directives, standards, guidelines, protocols and policies. These measures and solutions must also comply with industry standards or best practices whichever offers greater protection. Canada reserves the right to request implementation of additional reasonable measures and solutions from time to time. To do so, at a minimum, the Contractor must:

- i. store the Personal Information electronically so that a password (or a similar access control mechanism) is required to access the system or database in which the Personal Information is stored
- ii. ensure that passwords or other access controls are provided only to individuals who require access to the Personal Information to perform the Work;
- iii. not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Contracting Authority has first consented in writing;
- iv. safeguard any database or computer system on which the Personal Information is stored from external access in order to protect highly secure or sensitive information;
- v. maintain a secure back-up copy of all Records, updated at least weekly;
- vi. implement any reasonable security or protection measures requested by Canada from time to time; and
- vii. notify the Contracting Authority immediately of any suspected or confirmed security breaches; for example, including but not limited to: unauthorized access, use, disclosure of Personal Information; or an incident that may jeopardize the security or integrity of Records; or the systems or facilities where Personal Information is held. In the event of any security breach, the Contractor and/or any and all subcontractors shall immediately take all reasonable steps to limit or contain scope of the breach, resolve the problem and prevent its recurrence. Canada may direct the Contractor to take specified steps to resolve and prevent a recurrence, and in addition may rely upon the provisions of this Contract relating to suspension or termination for default.

g. Appointment of Privacy Officer

The Contractor must appoint someone to be its privacy officer and to act as its representative for all matters related to the Personal Information and the Records. The Contractor must provide that person's name to the Contracting Authority within ten (10) working days of the award of the Contract.

h. Quarterly Reporting Obligations

Within thirty (30) calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the Contractor must submit the following to the Contracting Authority:

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- i. a description of any new measures taken by the Contractor to protect the Personal Information (for example, new software or access controls being used by the Contractor);
- ii. a list of any corrections made to Personal Information at the request of an individual (including the name of the individual, the date of the request, and the correction made);
- iii. details of any complaints received from individuals about the way in which their Personal Information is being collected or handled by the Contractor; and
- iv. a complete copy (in an electronic format agreed to by the Contracting Authority and the Contractor) of all the Personal Information stored electronically by the Contractor.

i. Audit

Canada may audit the Contractor's compliance with these privacy articles at any time. If requested by the Contracting Authority, the Contractor must provide Canada (or Canada's authorized representative) with access to its premises or that of a subcontractor and to the Personal Information and Records at all reasonable times. If Canada identifies any deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.

j. Statutory Obligations

- i. The Contractor acknowledges that Canada is required to handle the Personal Information and the Records in accordance with the provisions of Canada's Privacy Act, Access to Information Act, R.S. 1985, c. A-1, and Library and Archives of Canada Act, S.C. 2004, c. 11. The Contractor agrees to comply with any requirement established by the Contracting Authority that is reasonably required to ensure that Canada meets its obligations under these acts and any other legislation in effect from time to time.
- ii. The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it has under the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor believes that any obligations in the Contract prevent it from meeting its obligations under any of these laws, the Contractor must immediately notify the Contracting Authority of the specific provision of the Contract and the specific obligation under the law with which the Contractor believes it conflicts.

k. Disposing of Records and Returning Records to Canada

The Contractor must not dispose of any Record, except as instructed by the Contracting Authority. On request by the Contracting Authority, or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return any remaining Records (including all copies) to the Contracting Authority.

l. Legal Requirement to Disclose Personal Information

Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must immediately notify the Contracting Authority, in order to provide the Contracting Authority with an opportunity to participate in any relevant proceedings.

m. Complaints

Canada and the Contractor each agree to notify the other immediately if a complaint is received under the Access to Information Act or the Privacy Act or other relevant legislation regarding the Personal Information. Each Party agrees to provide any necessary information to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.

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n. Exception

The obligations set out in these privacy articles do not apply to any Personal Information that is already in the public domain, as long as it did not become part of the public domain as a result of any act or omission of the Contractor or any of its subcontractors, agents, or representatives, or any of their employees.

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PART 3

ATTACHMENT 3.1

BID SUBMISSION FORM

BID SUBMISSION FORM	
Bidder's full legal name ([Note to Bidder: 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 purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN): [see the Standard Instructions and Conditions 2003] [Note to Bidder: 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 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 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes _____ No _____</p> <p>If Yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification".</p> <p>Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?</p> <p>Yes _____ No _____</p> <p>If Yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification".</p>

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<p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</p> <p>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:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their proposal; if this information is not provided in the proposal, it must be provided upon request by the PWGSC Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder [<i>check the box that applies</i>]:</p> <p><input type="checkbox"/> 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;</p> <p><input type="checkbox"/> is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p> <p><input type="checkbox"/> 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 \$1 Million or more), in which case a duly signed certificate of commitment is attached; OR</p> <p><input type="checkbox"/> is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>
<p>Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions in Canada that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>	
<p>Security Clearance Level of Bidder [Include both the level and the date it was granted.] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</p>	
<p>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 that:</p> <p>a) The Bidder considers itself and its products are able to meet all the mandatory requirements described in the bid solicitation;</p> <p>b) This bid is valid for the period requested in the bid solicitation;</p> <p>c) All the information provided in the bid is complete, true and accurate; and</p> <p>d) If the Bidder is issued a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</p>	
<p>Signature of Authorized Representative of Bidder</p>	

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PART 4

ATTACHMENT 4.1

BIDDER RESPONSE FORM

The Mandatory and Rated Technical Requirements have been listed in their entirety in Part 4, Attachment 4.1, Statement of Requirements, Bidder Response Form, attached at the end of the document. This Part 4, Attachment 4.1, Mandatory and Rated Requirements, Bidder Response Form, in Word Format, shall be forwarded electronically under separate cover, **upon written request by the Bidder to the Contracting Authority**, and the Bidder shall use this as a response form to be included in their written bid.

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PART 4

ATTACHMENT 4.2

**REFERENCE CHECK
(VALIDATION OF MANDATORY AND RATED REQUIREMENTS)**

**LIBRARY AND ARCHIVES CANADA
ENTERPRISE SEARCH FACILITY (GRS)**

The References, provided by the Bidder in response to this Bid Solicitation, will be asked the following questions:

1. What products related to search and discovery have you purchased and installed. When were the systems installed? What systems did you migrate from? [For information only]
2. What is the size of the index you are currently managing with this software?
3. How satisfied is staff with the vendor solution for their daily work.
4. Customization -- How much effort and technical expertise is required on the part of your organization to customize and bring forward customization into new versions? Was this process adequately explained by the vendor, and adequate training given?
5. Training – was the training sufficient and satisfactory?
6. System performance and security – Are you running the system in-house or hosted by a provider? How well is this working? Has the system been reliable and consistently available, i.e. 98% +
7. Technical Support – has technical support been satisfactory, both during installation and ongoing?
8. Development strategy and future direction – In your experience, has the vendor been active and progressive in researching and developing new functionality, adapting to new technologies and standards to keep their products up to date?
9. How accurate were the vendor's projected costs at the Bid Solicitation stage vs. the actual costs? Were there any unanticipated additional costs? [For information purposes only]
10. Professional services – Were the professional services provided by the vendor to support the installation, configuration, integration, deployment and development of the system sufficient and satisfying?
11. Is there any functionality that you feel is not being addressed fully at the present moment.
12. What is your overall level of satisfaction with the solution offered by the vendor?

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PART 4

ATTACHMENT 4.3

ON-SITE DEMONSTRATION / CLARIFICATION MEETING

**LIBRARY AND ARCHIVES CANADA
ENTERPRISE SEARCH AND DISCOVERY ENGINE**

This Attachment lists the areas that will be addressed during the On-Site Demonstration / Clarification Meeting. Bidders will be asked to demonstrate an overview of the functions in each section, addressing the following specifics, as a minimum:

Demonstration Requirements	
1	The Bidder must demonstrate the ability to monitor indexing process including the status of indexing and diagnostic information.
2	The Bidder must demonstrate the ability to configure and edit facets presented in the user interface.
3	The Bidder must demonstrate the ability to monitor overall system status through a graphical user interface.
4	The Bidder must demonstrate the ability to index content from Microsoft SQL Server and Oracle databases (database connector).
5	The Bidder must demonstrate the indexing of textual documents in a variety of formats including .pdf, .doc, .xls, .csv, .txt.
6	The Bidder must demonstrate a sample external web application that allows the integration of search functionalities via a REST API. The resulting response must be in XML or JSON.
7	The Bidder must demonstrate the ability to provide statistics to the administrator on the content indexed. Some of the key statistics are: <ul style="list-style-type: none">• Number of records indexed• Size of records• Date last indexed
8	The Bidder must demonstrate the ability for the administrator to create custom reports on search statistics. Some of the key reports are: <ul style="list-style-type: none">• a summary of recent queries• top search phrases in a given month
9	The Bidder must demonstrate the ability to execute search queries by suggesting spelling corrections and auto-complete for search keywords.
10	The Bidder must demonstrate the ability to search and navigate using facets.
11	The Bidder must demonstrate the ability to perform complex boolean searches supporting the OR, the AND and the NOT operators.
12	The Bidder must demonstrate the ability to search using wildcard characters.
13	The Bidder should demonstrate the ability to extract and identify key phrases and concepts in unstructured content using external dictionaries, controlled vocabularies and taxonomies.

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14	The Bidder should demonstrate the ability to auto-extract and identify key phrases and concepts in unstructured content.
15	The Bidder should demonstrate support for machine learning to improve search relevancy.
16	The Bidder should demonstrate support for machine learning to improve the ingest, understanding, linkage and organization of the content from multiple data sources
17	The Bidder should demonstrate support for natural language in search queries.

Note to Bidders: Additional questions may be raised during the on-demonstration specific to the solution proposed.

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PART 5

ATTACHMENT 5.1

SOFTWARE PUBLISHER (SP) CERTIFICATION FORM

(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that it is the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada:

List of all Software Products

[bidders should add or remove lines as needed]

Signature of authorized signatory of Software Publisher

Print Name and Title of the authorized signatory of Software Publisher

Date

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PART 5

ATTACHMENT 5.2

SOFTWARE PUBLISHER (SP) AUTHORIZATION FORM

(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher (OEM) identified below has authorized the Bidder named below to license its proprietary software products under any contract resulting from the bid solicitation identified below.

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP)

Signature of authorized signatory of SP

Print Name of authorized signatory of SP

Print Title of authorized signatory of SP

Address for authorized signatory of SP

Telephone no. for authorized signatory of SP

Fax no. for authorized signatory of SP

Date signed

Solicitation Number

Name of Bidder

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PART 5

ATTACHMENT 5.3

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

PART 7 - ANNEX E
PARTI 7 - ANNEXE E

SZ011-180124/A



Government of Canada

Gouvernement du Canada

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Security Classification / Classification de sécurité Unclassified

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine. Library and Archives	2. Branch or Directorate / Direction générale ou Direction ICIOB	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail To replace Google Search Appliance as the LAC Enterprise Search Engine		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas to PROTECTED and/or CLASSIFIED information or assets be permitted? Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
No releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: / Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: / Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, Indicate the level of sensitivity:
Dans l'affirmative, Indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

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

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(les) 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			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMID TOP SECRET COSMIO TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets Renseignements / Éléments Production	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
IT Media / Support TI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
IT Link / Lien électronique	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

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? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « 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 / Non Yes / Oui

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, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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Use of terms such as "comply with the following changes", "understood", "as per Supplier Agreement", or the like will be considered DO NOT COMPLY and will be considered non-responsive. Some articles in this solicitation may contain more than one Mandatory requirement. Bidders must only use the term 'COMPLY' when they comply with all requirements contained in the article. Partial compliance, for Mandatory requirements will be deemed to be 'DO NOT COMPLY'.

2.4 Substantiation of Compliance to Mandatory Requirements: Bidders must provide substantiation of compliance for each Mandatory requirement where a "Yes" is indicated in the column titled "Substantiation Required". Where substantiation is required, Bidders must provide a narrative (or a reference to a narrative) in the column titled "Bidder Substantiation" providing sufficient product description, service description, and/or other information as necessary to substantiate, to the sole satisfaction of the Government evaluators, that the offer meets the Mandatory requirement. If there is insufficient space in the table, Bidders may simply reference the substantiating documentation included in other sections of their proposal. Where it is necessary to refer to other documentation Bidders should include in the table the precise location of the reference material including the page and paragraph numbers as required. Bidders are cautioned that a simple restatement that the Bidder complies with the requirement will not be considered substantiation.

3. RATED REQUIREMENTS

- 3.1 Table B - Rated Requirements (Written Portion) lists the Rated requirements of this solicitation. Only those Bidders who have achieved the sixty (60%) percent pass for the Written Portion of their technical proposal will be invited to participate in the On-Site Demonstration / Clarification Meeting.
- 3.2 Bidders must complete and submit with their proposal Table B – Rated Requirements – Written Proposal. The format of the table should be similar to the format herein.
- 3.3 In the column titled "Bidder Response" the Bidder must indicate whether a function is *Available (A)* or *Not Available (NA)*. A response of "Available" means that the function is available in a released version of the software. at the time of bid closing. "Available" is not acceptable for software that is in testing. A response of "Not Available" means that the function is not available at the time of bid closing. For multi-point questions, respond to all points and specify exceptions. If required, include substantiation or any additional relevant points.

Example of Response:

Available: The proposed system supports XYZ (if substantiation required, provide brief description that substantiates how and to what degree the function supports the requirement; the Bidder should state exceptions or qualifying information, e.g. "the proposed system meets all of the requirement except x"). See additional supporting information in referenced notes section (if longer response is necessary or useful). Note: If the requirement states "Describe", a detailed description is required; screen capture optional.

Not Available

- 3.4 Substantiation for Rated Requirements: In addition to the response required in 3.3 above, Bidders should provide substantiation for each Rated requirement where a "Yes" is indicated in the column titled "Substantiation Required". Bidders should provide a narrative (or a reference to a narrative) in the column titled "Bidder Substantiation" providing sufficient product description, service description, and/or other information as necessary to substantiate that the offer meets or to what degree it meets the Rated requirement. If there is insufficient space in the table, Bidders may simply reference the substantiating documentation included in other sections of their proposal. Where it is necessary to refer to other documentation Bidders should include in the table the precise location of the reference material including the page and paragraph numbers as required. Bidders are cautioned that a simple restatement of the Rated requirement will not be considered substantiation.

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3.5.3.3 Mandatory and Rated Requirements

The following tables contains both Mandatory and Rated criteria that the bidder shall fill in according to the instructions above and shall submit as part of the bidder's proposal for consideration by the Crown:

NOTE TO BIDDER: The terms "must deliver, enable and support", "should allow", "support the capability" and "have the capability" are used herein to indicate the system can deliver the functionality described later in the phrase in which it is contained. Should the Bidder indicate that the system is capable or should allow for the functionality, the Bidder will be required to deliver this functionality if awarded the Contract, within the quoted price.

TABLE A – MANDATORY REQUIREMENTS

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	4.6	Search			
M14	4.6.2	(M) The system must provide the ability to configure synonyms and exclusion word lists.			YES
M15	4.6.3	(M) The system must provide the capability to execute search queries by suggesting spelling corrections and auto-complete for search keywords.			YES
M16	4.6.4	(M) The system must provide the ability to search and navigate using facets.			YES
M17	4.6.5	(M) The system must provide the ability to support searching and spelling in different languages through an implementation of Unicode.			YES
M18	4.6.6	(M) The system must provide the ability to browse through the entire result set.			YES
M19	4.6.7	(M) The system must provide the ability to display all facets (count can be estimated) regardless of the number of records returned by the search or the number of records in the index, up to 150M.			YES
M20	4.6.9	(M) The system must provide the ability to disregard diacritics, punctuation, special characters and case in search queries and in sorting of search results. For example, searching for "Seguin" would also return results containing "Séguin" or "Séguin".			YES

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M21	4.6.10	(M) The system must provide the ability to perform complex boolean searches supporting the OR, the AND and the NOT operators.	YES	
M22	4.6.11	(M) The system must provide the ability to search using wildcard character.	YES	
M23	4.6.16	(M) The system must offer cognitive search capabilities to return results that are more relevant to the user or embedded in an application issuing the search query. Cognitive search is defined as using natural language processing or machine learning to ingest, understand, organize, and query digital content from multiple data sources.	YES	
	4.7	Search Results		
M24	4.7.1	(M) The system must provide the ability to specify a preferred sort order for search results from a set of pre-defined attributes.	YES	
	4.9	Exit Strategy		
M25	4.9.1	(M) The Contractor must provide a documented exit strategy process for the solution.	YES	
	4.10	Training		
M26	4.10.1	(M) The Vendor must provide a training plan covering the duration of the contract, for LAC search platform managers/administrators and Search applications integrators, including course descriptions, duration of training, general timelines and LSP administration.	YES	
	4.11	Implementation and Data Migration Plan		

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M29	4.12.2	(M) Acceptance testing must be done according to the Acceptance Test Plan by LAC with assistance of the Contractor as required. The Contractor must provide to LAC, its representatives and consultants, such documentation and assistance as may reasonably be required by LAC, in connection with the aforesaid acceptance tests.		YES	
M30	4.12.3	(M) Following system installation, the LAC must conduct acceptance testing of the installed system, in accordance with the approved Acceptance Test Plan, to verify that it meets all the technical and functional requirements stated herein. Should any tests indicate that the system does not function in accordance with the requirements, the Contractor shall make such corrections to the system as are necessary to correct the problem(s) and LAC will retest the system as appropriate. Following successful completion of all acceptance testing, the Technical Authority shall approve the completion of the work (Acceptance).		YES	
	4.13	General			
M31	4.13.2	(M) The Contractor must provide at least three (3) references for the proposed system. The references will be contacted and asked the questions in Part 4, Attachment 4.2. Include organization name, contact name, phone number and email address.		YES	
M32	4.13.3	(M) The system must be offered as a Software as a Service (SaaS).		YES	
M33	4.13.4	(M) The content managed by the system must reside within Canada.		YES	
M34	4.13.5	(M) The infrastructure provider, either as a third party provider or as the Contractor, must be certified against Information Security Management (ISO 27001:2013).		YES	

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M35	4.13.6	(M) The Contractor must provide the capability to test configuration settings and prototype new features without impacting the production environment.	YES	
M36	4.13.7	(M) The Contractor must provide dedicated network connections (up to 500 Mb/s) to transfer and index large volumes of records and documents.	YES	

TABLE B – RATED REQUIREMENTS – WRITTEN PROPOSAL

ITEM NO	SOR Ref	REQUIREMENT	BIDDER RESPONSE A / NA	SUBSTANTIATION ON REQUIRED Yes / No	BIDDER SUBSTANTIATION Information	Weighted Score by Importance to LAC	MAXIMUM SCORE Total Possible
	4	Rated Requirements					
	4.1	Access and Rights Management					
R1	4.1.2	(R) The system should have the ability to restrict accessing and viewing metadata records or parts of metadata records. Criteria: 0 – Substantiation provided demonstrates that the functionality is not currently available 1 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 2 – Substantiation provided demonstrates that the functionality is fully available		YES		5	10
		Sub-Total per Section 4.1					10
	4.2	Administration					
R2	4.2.2	(R) The system should provide the ability to monitor the indexing process through a graphical user interface.		YES		5	10

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		0 – Substantiation provided demonstrates that the functionality is not currently available 1 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 2 – Substantiation provided demonstrates that the functionality is fully available					
R13	4.6.12	(R) The system should provide the ability to query the index using standard SQL. Criteria: 0 – Substantiation provided demonstrates that the functionality is not currently available 1 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 2 – Substantiation provided demonstrates that the functionality is fully available	YES			5	10
R14	4.6.13	(R) The system should provide the ability to configure the weight of metadata fields in the search relevancy calculation. Criteria: 0 – Substantiation provided demonstrates that the functionality is not currently available 1 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 2 – Substantiation provided demonstrates that the functionality is fully available	YES			5	10
R15	4.6.14	(R) The system should provide support for multiple relevancy profiles. Criteria: 0 – Substantiation provided demonstrates that the functionality is not currently available 1 – Substantiation provided demonstrates that the functionality is partially available and requires additional custom development 2 – Substantiation provided demonstrates that the functionality is fully available	YES			5	10
R16	4.6.15	(R) The system should provide the ability to search a range of data (e.g. a span of dates, classification numbers, etc.) and circa dates. Criteria:	YES			5	10

