



**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

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**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

<b>Title - Sujet</b> Litigation Support (LS) Solution Solution de « soutien judiciaire	
<b>Solicitation No. - N° de l'invitation</b> B8607-180311/C	<b>Amendment No. - N° modif.</b> 002
<b>Client Reference No. - N° de référence du client</b> B8607-180311	<b>Date</b> 2021-10-01
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$XL-161-39837	
<b>File No. - N° de dossier</b> 161xl.B8607-180311	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-10-29</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Endicott, Scott	<b>Buyer Id - Id de l'acheteur</b> 161xl
<b>Telephone No. - N° de téléphone</b> (873) 354-5173 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

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

## Public Works and Government Services Canada

### Travaux publics et Services gouvernementaux Canada

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EXIGENCES RELATIVES À LA SÉCURITÉ**

## **Bid Solicitation**

Canada requests Bids from Bidders to meet its requirements. A brief below description is set forth for Bidder's convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, Canada appreciates and welcomes a Bid.

The capitalized terms used in this agreement are defined in Annex A.

## **Introduction**

With the exponential advancement of Artificial Intelligence (AI) technology, the Government of Canada recognized both the need and the opportunity to create an innovative method of procurement for these technologies for the benefit of Canadians.

Public Services and Procurement Canada (PSPC) established the Government of Canada's first Artificial Intelligence (AI) Source List (EN578-180001/B) in anticipation of Canada's need for AI goods, services and solutions. The attached Request for Proposal (RFP), on behalf of the Immigration, Refugees and Citizenship Canada for a "Litigation Support" (LS) Solution.

Furthermore, the AI Source List supports PSPC's commitment to modernize procurement practices so that they are simpler, less administratively burdensome, and include practices that support the Government of Canada's economic policy goals, including socio-economic and green procurement.

The Contract Simplification Initiative was created to respond to concerns that the contracting process is overly complex. Suppliers will notice a different look and feel to the documents presented in this solicitation. The simplified terms and conditions in this solicitation are based on the framework published with the AI Source List Invitation to Qualify (ITQ) process. Information gathered from this solicitation process will be used to identify areas of improvement for the next refresh of the AI Source List.

## **1. Proposal**

- 1.1 **Bids.** Canada is seeking bids from Bidders to provide an interactive hosted "Litigation Support" (LS) Solution to support legal research, analyze and predict potential outcomes in litigation, and conduct trend analysis to support litigation strategies to Immigration, Refugees and Citizenship Canada.

For this solicitation, Canada may:

- a) award up to two contracts to successful bidders to each develop a Prototype Solution in accordance with Stage II of the Statement of Work in Annex B,
- b) at Canada's sole discretion, exercise the options on one contract to deliver the production ready LS solution in accordance with Stage III - A and Stage III - B of the Statement of Work in Annex B, and
- c) advise the other contractor that their contract options will not be exercised.

- 1.2 **Artificial Intelligence Source List.** The AI-IA Invitation to Qualify for Artificial Intelligence Source List EN578-180001/B is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the AI-IA ITQ.

- 1.3 This solicitation is open to qualified suppliers in Band 2 and 3 of AI-IA Source List EN578-180001/B. Qualified suppliers may not submit a bid in response to this bid solicitation unless they have been invited to do so. The following qualified suppliers have been initially invited to participate in this requirement:

## List of Suppliers

### **Band 2 Suppliers**

1. 10583308 Canada Inc. (operating as Botler AI)
2. 1QB Information Technology Inc.
3. AltaML Inc.
4. Beam Me Up Labs Inc.
5. CrowdCare Corporation (operating as "Wysdom.AI")
6. Effigis Geo-Solutions Inc.
7. ExplorAI Inc.
8. Info Agora Inc.
9. Lockheed Martin Canada Inc.
10. NordAI Analytics Corporation
11. Oggn Inc.
12. PSW Applied Research Inc.
13. Pymetrics Inc.
14. Social Assest Measurements Inc. (Sametrica)
15. Systemscope Inc.
16. Wirespeed Networks Inc.

### **Band 3 Suppliers**

1. 1000ML Inc.
2. 9766758 Canada Inc. (operating as "vLex Canada")
3. Accenture Inc.
4. Acumen Solutions Consulting Canada Inc.
5. Advanced Symbolics Inc.
6. Algorithmic Inc.
7. Amazon Web Services Inc.
8. AMC AI Solutions Inc.
9. Apox-Baseline (Joint-Venture)
10. Avaya Canada Corp.
11. Blue J Legal Inc.
12. Calian Ltd.
13. CGI Information Systems and Management Consultants Inc.
14. Cistel Technology Inc.
15. Cognitive Scale Inc.
16. Dataperformers Company Inc.
17. Deetken Insight
18. Deloitte Inc.
19. Dessa Inc.
20. Diligen Inc.
21. Digital^Shift
22. Donna Cona Inc. / Mastech Infotrellis Inc. in Joint Venture
23. DXC Technology Company
24. Ernst & Young LLP
25. Fujitsu Consulting (Canada) Inc.
26. GlobVision Inc.
27. Hitachi Consulting Canada Inc.
28. Hitachi Vantara Inc.
29. IBM Canada Limited
30. IMRSV Data Labs Inc.
31. In2IT Technologies Canada Inc.
32. IPSS Inc./ ServiceNow Canada, Inc. in Joint Venture
33. Irosoft Inc.
34. Korah Limited

35. KPMG LLP
36. Larus Technologies Group
37. Lemay.ai
38. Lixar I.T. Inc.
39. Louis Tanguay Informatique (LTI) Inc.
40. McAfee Canada ULC
41. McKinsey & Company Canada
42. MDA Corporation
43. Menya Solutions Inc.
44. Microsoft Canada Inc.
45. MindBridge Analytics Inc.
46. NewEnergy Community Inc. (dba "NuEnergy.ai")
47. Northern Micro Inc.
48. Nuvoola Inc.
49. Open Text Corporation
50. OODA Technologies
51. Oproma Inc.
52. Palantir Technologies Inc.
53. PricewaterhouseCoopers LLP
54. Privacy in Design Inc. (Operating as KI Design)
55. SageTea Inc.
56. Solana Networks Inc.
57. SAP Canada, Inc.
58. SAS Institute (Canada) Inc.
59. ServiceNow, Inc.
60. SIA Partners Inc.
61. Sierra Systems Group Inc.
62. Sightline Innovation Inc.
63. Simon Fraser University
64. Stradigi Ai Inc. (operating as "Stradigi AI")
65. Thales Canada Inc.
66. The Funding Portal Inc.
67. ThinkData Works, Inc.
68. Thomson Reuters Canada Limited
69. Xtract Ai Inc.
70. Vooban Inc.

- 1.4 **Term.** The term of the contract is from date of Contract to completion of Stage II, 90 business days following date of Contract award. Canada has irrevocable options to extend the term:

To \_\_\_\_\_ (**TBD**), for completion of the Work described in article 7.2, Stage III - A, of the Statement of Work in Annex B (Optional Work Package 1 of the Method and Basis of Payment in Annex C); and

- a) by four additional one year periods, under the same conditions, for completion of the Work described in article 7.2, Stage III - B, of the Statement of Work in Annex B (Optional Work Package 2 of the Method and Basis of Payment in Annex C);

that it may exercise at its sole discretion.

- 1.5 **Delivery.** The LS Solution must be delivered as Software as a Service.

## 2. Bid Requirements

- 2.1 **Trade Agreements.** The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), , the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement (CCoFTA), the Canada-Panama Free Trade Agreement (CPanFTA, the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

## 2.2 Security Requirements.

- a) The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- b) The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- c) The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- e) The Contractor/Offeror must comply with the provisions of the:
  - i. Security Requirements Check List and security guide (if applicable), attached at Annex I;
  - ii. Industrial Security Manual (Latest Edition).

2.3 **Task Authorization.** This bid solicitation is to establish a contract with task authorization for the delivery of the requirement detailed in the bid solicitation to Users, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within the CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement outside the resulting contract.

## 3. Bidder Requirements

### 3.1 Code of Conduct

- a) **Compliance with Code of Conduct.** In accordance with the [Code of Conduct for Procurement](#) (the "Code"), Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract.
- b) **Bidder Certification.** By submitting a bid, the Bidder certifies that it is complying with the Code. Canada may declare the bid non-responsive if the Bidder fails to comply with the Code.

### 3.2 Bid Integrity

- a) **Ineligibility and Suspension Policy.** The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
- b) **Charges and Convictions.** Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Bidders is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Bidders.

- c) **Additional Bid Information.** In addition to all other information required in the bid solicitation, the Bidder must provide the following:
- i. at the time of submitting a response under the Invitation to Qualify (ITQ), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names, and
  - ii. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
- d) **Bid Certification.** See the section on Bid Certifications for more information.

### 3.3 Conflict of interest

- a) **Right to Reject.** Canada may reject a bid if the Bidder, any of its subcontractors, any of their respective employees or former employees:
- i. was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of a conflict of interest;
  - ii. had access to information related to the bid solicitation that was not available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
  - iii. Without limiting in any way the provisions described above, Bidders are advised that Canada has engaged the assistance of the following private sector contractors who have provided services in preparing strategies and documentation related to this procurement process:
    - 1) ContractStandards (aka KMStandards)
- b) **Experience Not an Unfair Advantage.** The experience acquired by a Bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest.
- c) **Notification of Rejection.** Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision.

- 3.4 **Federal Contractors Program for Employment Equity.** The [Federal Contractors Program for Employment Equity](#) applies to this procurement. Bidders must provide the information required in the attached Bid Submission Form before contract award.

- 3.5 **Former Public Servants.** Bidders who are [former public servants](#) in receipt of a pension or lump sum payment must provide the information required in the attached Bid Submission Form before contract award.

## 4. Bid Submission

- 4.1 **Due Date and Delivery.** 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.

### 4.2 Delayed Bids

- a) **Cause of Delay.** At its discretion, Canada may consider a bid delivered after the due date but before the contract award date if the bidder can prove the delay is due solely to a delay in delivery caused by the Canada Post Corporation (CPC) (or the national equivalent of a foreign country). Canada does not consider private couriers (Purolator Inc., FedEx Inc., etc.) a part of CPC for delayed bids.



- b) **Evidence of Delay.** The only pieces of evidence relating to a delay in the CPC system that are acceptable to Canada are:
- i. a CPC cancellation date stamp; or
  - ii. a CPC Priority Courier bill of lading; or
  - iii. a CPC Xpresspost label that clearly indicates that the bid was mailed before the bid closing date. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

#### 4.3 Bid Transmission.

- a) **Mail, fax or epost:** Bids may be delivered by mail, fax, or [epost Connect](#). Canada is not responsible for any failed transmission, illegible, corrupted or incomplete receipt, improper identification, or data security.
- b) **Mailing Address:** The address specified on page 1 of the bid solicitation.
- c) **Fax Number:** PWGSC, National Capital Region to 819-997-9776; or PWGSC regional offices at the facsimile number identified in the bid solicitation.
- d) **epost Connect Address.** Unless specified otherwise in the bid solicitation, Bidders may submit bids by epost to:
  - i. PWGSC, National Capital Region at [tpsgc.dgareceptiondessaoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessaoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca); or
  - ii. PWGSC regional offices to the email identified in the bid solicitation.
- e) **epost Connect Requirements**
  - i. **Submission Process.** To submit a bid using epost Connect service, the Bidder must either:
    - 1) send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
    - 2) send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
  - ii. **epost Connect Conversations.** If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
  - iii. **Conversation Time Periods.** If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
  - iv. **Message Fields.** The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.

- v. **Acknowledgement of Receipt.** The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- vi. **Use of Correct Email Address.** Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.

#### 4.4 Bid Requirements

- a) **Authority.** Each Bidder (and each member of a joint venture submitting a Bid) must
  - i. have legal capacity to contract and
  - ii. sign the Bid by an authorized representative of Bidder. If a bid is submitted by a joint venture, the bid must indicate the name of its representative chosen to act on behalf of the joint venture group.
- b) **Procurement Business Number.** Each Bidder (and each member of a joint venture submitting a Bid) must have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.
- c) **Validity of Bids.** Bids will remain open for acceptance for a period of not less than 180 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive Bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive Bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive Bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
- d) **Bid Language.** Bid documents and supporting information may be submitted in either English or French.
- e) **Bids Become Property of Canada.** Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act* (R.S. 1985, c. A-1) and the *Privacy Act* (R.S., 1985, c. P-21).
- f) **No Assignment of Bids.** A bid cannot be assigned or transferred in whole or in part.

g) **Bidder Responsibilities.** It is the Bidder's responsibility to:

- i. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
- ii. prepare its bid in accordance with the instructions contained in the bid solicitation;
- iii. submit by closing date and time a complete bid;
- iv. send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified in the bid solicitation or to the address specified in the bid solicitation (fax number and related instructions for bids transmitted by fax are provided in section 4.3.);
- v. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
- vi. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

h) **Joint Venture.** Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- i. the name of each member of the joint venture;
- ii. the Procurement Business Number of each member of the joint venture;
- iii. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- iv. the name of the joint venture, if applicable.

If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

#### 4.5 Submission of Bids

- a) **Bid Submission Form.** Bidders are requested to include the Bid Submission Form - Attachment 3 with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

#### 4.6 Electronic Bid Delivery

- a) **Single Transmission.** If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 4.3 above. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per single message posted and a limit of 20GB per conversation.
- b) **Bid Sections.** The bid must be gathered per section and separated as follows:
- i. Section I: Technical Bid
  - ii. Section II: Financial Bid
  - iii. Section III: Certifications

#### 4.7 Hard Copy Bid Delivery

- a) **Bid Sections.** If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:
  - i. Section I: Technical Bid (1 hard copy and 1 soft copy on a medium such as CD, DVD or USB key)
  - ii. Section II: Financial Bid (1 hard copy and 1 soft copy on a medium such as CD, DVD or USB key)
  - iii. Section III: Certifications (1 hard copy and 1 soft copy on a medium such as CD, DVD or USB key)
- b) **Prices in Financial Bid Only.** Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- c) **Format Instructions.** Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:
  - i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - ii. use a numbering system that corresponds to the bid solicitation.
- d) **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 Policy on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:
  - i. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
  - ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- e) **Discrepancies**
  - i. If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.
  - ii. If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

4.8 **Bid Costs.** The Bidder's costs associated with preparing, submitting, and evaluating a bid are the sole responsibility of the Bidder.

4.9 **Applicable Laws.** Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by completing Attachment 2 – Bidder Information and Certification Form. If no change is made, the Bidder acknowledges that the applicable laws specified are acceptable to the Bidders.

4.10 **Electronic Payment Instruments.** If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 – Bidder Information and Certification Form, to identify which ones are accepted. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criteria.

## 5. Communications

### 5.1 **Bid Communications.** To ensure the integrity of the competitive bid process:

- a) the Bidder must direct all enquiries and other communications regarding the bid solicitation only to the Contracting Authority identified in the bid solicitation, and
- b) Canada will post all significant enquiries received and their replies on the Government Electronic Tendering Service (GETS).

### 5.2 **Bid Enquiries**

- a) **Period for Enquiries.** All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b) **Detail of Enquiries.** Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question (s) or may request that the Bidder do so, so that the proprietary nature of the question (s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 5.3 **Mandatory Bidders' Engagement.** Pre-qualified suppliers from the relevant band(s) of the Artificial Intelligence Source List will be invited to attend a bidder's engagement session. Bidders must attend the bidder's engagement session to be eligible to participate in this solicitation process. The scope of the requirement outlined in the bid solicitation will be reviewed during the engagement and questions will be answered.

- a) **Bilingual Session Location and Time.** The engagement session will be held virtually on MS Teams **October 6<sup>th</sup> and will begin at 1 PM EST.**
- b) **Communication with Contracting Authority.** Bidders are requested to communicate with the Contracting Authority at least 24 hours before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of questions they wish to table no later than **October 5<sup>th</sup>, 2021 at 14h00 EST.** A maximum of two representatives per Bidder may attend the engagement session.
- c) **Clarifications or Changes.** Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation.

### 5.4 **Reducing the Bidding Pool.** Pre-qualified suppliers must self-identify their interest to compete for the requirements no later than two calendar days following the bidders' engagement session by emailing the Contracting Authority. A maximum of 15 bidders will be invited to bid. Canada will select up to three bidders from the pre-qualified bidders who have self-identified and the remainder will be randomly selected from the pre-qualified bidders who have self-identified. Bidders who do not self-identify their interest to the contracting authority within five calendar days will not be invited to bid.

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

- 5.6 **Improvement of Requirement During Solicitation Period.** Should Bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.
- 5.7 **Entire requirement.** The bid solicitation documents contain all the requirements relating to the bid solicitation. No other information or documentation is relevant. Bidders should not assume that practices used under previous contracts will continue or that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

## 6. Technical Proposal

### 6.1 Technical Bid.

- a) **Requirements.** Bidders should:
- i. demonstrate their understanding of the requirements contained in the bid solicitation, concisely explain how they will meet these requirements, and
  - ii. address the points that are subject to the evaluation criteria against which the bid will be evaluated.
- b) **Organization.** Bidders should 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.

### 6.2 Customer References

- a) **Provision of References.** The Bidder must provide customer references as detailed in Attachment 1.
- b) **Use of References.** The customer reference must each confirm, when requested by Canada, the facts identified in the Bidder's bid.
- c) **Contact Information.** For each customer reference, the Bidder must provide the name and either the telephone number or e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail. Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

- d) **Reference Check Procedures.** For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders within a 48 hour period using the e-mail address provided in the bid. Canada will not award any points and/or a Bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within the period specified by Canada.
- i. **Unavailability of References.** If Canada has not received a response within the period specified, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within the period specified by the Contracting Authority. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling to respond).
  - ii. **Failure to Respond.** If a response is not received from the contact person within the period specified by Canada, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
  - iii. **Conflicting Information.** Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
  - iv. **Unresponsive or Non-Arm's Length References.** Points will not be allocated and/or a Bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
  - v. **Reference Checks Discretionary.** Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all Bidders who have not, at that point, been found non-responsive.

## 7. Financial Proposal

- 7.1 **Financial Bid.** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 4. The total amount of Applicable Taxes must be shown separately.
- 7.2 **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.
- 7.3 **Variation in Resource Rates By Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods;
- a) the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first option year of the Contract.



## 8. Evaluation Procedures and Basis of Selection

### 8.1 Evaluation Procedures

- a) **Assessment.** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) **Conduct of Evaluation.** In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
- seek clarification or verification as to any information provided;
  - contact any references to verify any information it submitted;
  - request, before award of any contract, specific information about its legal status;
  - conduct a survey of its facilities and/or examine its technical, managerial, and financial capabilities
  - correct any error in the extended pricing of bids by using unit pricing or the quantities in bids to reflect the quantities stated in the bid solicitation (and, in the case of error in the extension of prices, the unit price will govern);
  - verify any information the Bidder provided through independent research, use of any government resources, by contacting third parties or otherwise; or
  - Interview, at the Bidder's sole cost, the Bidder and/or any resources it proposes to fulfill the bid solicitation requirements.

The Bidder must comply with any such request within the time specified in Canada's request. Canada may declare the bid to be non-responsive if the Bidder fails to do so.

- c) **Evaluation Based on Documents Provided.** Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a Bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
- d) **Evaluation and Selection Process for Stage I.** Bids will be assessed in accordance with the entire requirement of the RFP including the mandatory technical, business, and financial evaluation criteria. There are several steps in the evaluation and selection 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.

Title	Ref.	Description	Evaluation Metric
Evaluation of Bidder's RFP Proposal	Attachment 1, Section 2.1	Mandatory Technical and Business Criteria	Met / Not Met
	Attachment 1, Section 2.2	Point Rated Technical and Business Criteria	Score / 90
	Section 11.3	Basis of Selection	N/A

- e) **Evaluation Team.** An evaluation team composed of representatives of Canada will evaluate the bids.
- f) **Selection Process to exercise options for Stage III-A.** Stage II Deliverables (Prototype Solution, Implementation, Release and Support Service Plan) will be assessed in accordance with the technical, financial and end-user usability assessment evaluation criteria. In selecting which Prototype Solution will advance to Stage III-A of the Work, Canada will consider the items identified in sections 9.1 and 11.3. The decision to select a Prototype Solution to advance to Stage III-A is at the sole discretion of Canada.



Title	Ref.	Description	Evaluation Metric
Selection Process to determine exercise of Options for Stage III-A	Attachment 1, Section 3.1	Mandatory Technical and Business Requirement Criteria	Met / Not Met
	Attachment 1, Section 3.2 (i)	Point Rated Technical and Business Criteria	Score / 20
	Appendix 3 of Attachment 1	End User Assessment Criteria	Score / 120
	Attachment 1, Section 3.4	Supply Chain Integrity	Met / Not Met
	Section 11.2, 11.3, and 11.4	Selection Considerations	N/A

**g) Supply Chain Integrity Evaluation**

- i. During the assessment of the Prototype Solution the Supply Chain Security Authority identified by Canada, may, based on its National Security mandate to protect Canada's IT infrastructure as well as to assess threats, risks and vulnerabilities, assess the Contractor's SCSI.
- ii. Canada will assess whether, in its opinion, the Contractor's supply chain creates the possibility that their supply chain or the proposed solution could compromise, or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information, or represents a threat to Canada's National Security, in accordance with Section 1.3.1, Annex E - Supply Chain Integrity for SaaS Procurement.
- iii. It is a condition precedent to any contract amendment award for the next stage of work that the Contractor successfully satisfies the Security Authority's Supply Chain Integrity assessment.

**h) Selection Team.** A selection team composed of representatives of Canada will assess the Stage II Deliverables.

- i. **Supporting Information.** In the event that the Bidder fails to submit any supporting information pursuant to Attachment 4, the Contracting Authority may request it thereafter in writing, including after the closing date of the bid solicitation. It is mandatory that the Bidder provide the supporting information within three (3) business days of the written request or within such period as specified or agreed to by the Contracting Authority in the written notice to the Bidder.

- 8.2 Joint Venture Experience.** Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet all mandatory requirements of this bid solicitation. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. 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.

### 8.3 **Rights of Canada. Canada reserves the right to:**

- a) reject any or all bids received in response to the bid solicitation;
- b) enter into negotiations with Bidders on any or all aspects of their bids;
- c) accept any bid in whole or in part without negotiations;
- d) cancel the bid solicitation at any time;
- e) reissue the bid solicitation;
- f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada; and,
- g) negotiate with the sole responsive Bidder to ensure the best value to Canada.

### 8.4 **Rejection of Bids.**

- a) **Grounds for Rejection.** Canada may reject a bid where the Bidder is bankrupt or where its activities are rendered inoperable for an extended period, or where the Bidder or an employee or subcontractor included as part of the bid:
  - i. is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder, employee or subcontractor ineligible to bid on the requirement;
  - ii. has committed fraud, bribery, fraudulent misrepresentation or failed to comply with laws protecting individuals against any manner of discrimination;
  - iii. has conducted himself/herself improperly; with respect to current or prior transactions with the Government of Canada;
  - iv. has been suspended or terminated by Canada for default with respect to a contract;
  - v. has performed other contracts in a sufficiently poor manner so as to jeopardize the successful completion of the requirement being bid on.
- b) **Notification of Rejection for Suspension or Termination.** Where Canada intends to reject a bid due to suspension, termination or sufficiently poor performance of another contract, the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
- c) **Multiple Bids from Single Bidder or Joint Venture.** Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to reject any or all of the bids submitted by a single bidder or joint venture if their inclusion:
  - i. in the evaluation has the effect of prejudicing the integrity and fairness of the process, or
  - ii. in the procurement process would distort the solicitation evaluation or would not provide good value to Canada.

## 9. **Technical Evaluation**

- 9.1 **Mandatory and Point-Rated Technical and Business Criteria.** The mandatory and point-rated technical and business criteria are described in Attachment 1.

## 10. Financial Evaluation

10.1 **Blank Prices.** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 10.2 Financial Evaluation

a) **Bid Price.** The price of the bid will be evaluated as follows:

- i. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- ii. Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

b) **Bids in Foreign Currency.** Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

c) **Price FOB Destination.** Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that Bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

d) **Classification Based on Address.** For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

10.3 **Price Justification.** In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a) a current published price list indicating the percentage discount available to Canada; or
- b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c) a price breakdown of all costs (including labour, materials, transport, general and administrative overhead, transportation, etc.) and profit; or
- d) any other supporting documentation as requested by Canada.

## **11. Basis of Selection**

### **11.1 Basis of Selection**

- a) To be declared responsive, a bid must:
  - i. Comply with all the requirements of the bid solicitation;
  - ii. Meet all mandatory technical and business requirements stipulated in section 2.1 of Attachment 1, Evaluation Criteria.
  - iii. Obtain a minimum of 60% of the total points (54) for the point rated technical and business criteria stipulated in section 2.2 of Attachment 1, Evaluation Criteria. The rating is performed on a scale of 90 points; and
- b) Bids not meeting (i), (ii), or (iii) will be declared non-responsive.
- c) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- d) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- g) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- h) Bids will be ranked by score from highest to lowest. Canada may award up to two (2) contracts to undertake Stage II of the work as defined in Annex B, to the top two (2) ranked Bidders.
- i) In the event a Bidder withdraws their bid, or the bid is set aside, Canada will offer the next highest ranked Bidder a contract.
- j) In the event of a tie score(s) that impacts the ranking, the Bidder with the lower bid price for Stage II, will be awarded the contract.
- k) In the event that more than one responsive bid have the same number of points and have the same total evaluated price for Stage II work, the bid that received the highest score for point-rated technical criterion S1-RT1 will be awarded the contract.

### **11.2 Stage II: Assessment of the Contractor's Prototype Solution**

- a) The Contractor's Prototype Solution will be assessed by Canada against the criteria detailed in section 3 of Attachment 1, Evaluation Criteria and assessed by the Project User Group (PUG).

### 11.3 Basis of Selection

To be considered for the next stage of work, the Contractor's Prototype Solution must:

- a) Meet all the mandatory technical and business criteria detailed at section 3.1 of Attachment 1, Evaluation Criteria.
- b) meet all the Qualification Security Requirements of Annex "G"
- c) Satisfy the Supply Chain Integrity Authority
- d) A Contractor's Prototype Solution not meeting (a), (b), and (c) may not be considered for the next stage of work and may not be given any further consideration in the assessment process.
- e) The selection will be based on the highest responsive combined rating of Point Rated Technical and Business Solution Requirements and price. The ratio will be 70% for the Point Rated Technical and Business Solution Requirements and 30% for the price.

### 11.4 The following will be used to establish the total Point Rated Technical and Business Solution Requirement score:

- a) The average score of all end User assessments detailed at 3.2 (ii) of Attachment 1, Evaluation Criteria; and
- b) The total score of the Technical and Business Assessment Criteria detailed at section 3.2 (i) for each responsive Contractor's prototype. The Point Rated Technical and Business Solution Requirement will be multiplied by the ratio of 70%. (20% of the point rated evaluation score + 50% of the PUG assessment score).

To establish the pricing score, each responsive Contractor's Prototype Solution will be prorated against the lowest assessed price.

For each responsive bid, the Point Rated Technical and Business Solution Requirement score and the Pricing score will be added to determine its combined rating.

Neither the responsive Contractor's prototype obtaining the highest Point Rated Technical and Business Solution Requirement score nor the one with the lowest assessed price will necessarily be accepted.

The responsive Contractor's prototype with the highest combined rating of Point Rated Technical and Business Solution Requirement score and price will be recommended for award of a contract.

Here is an example of a Basis of Selection – Highest Combined Rating of Total Point Rated Technical and Business Solution Requirements Score (70%) and Price (30%) for demonstration purposes only.

		Contractor 1	Contractor 2
Technical and Business Assessment Score – Section 3.1 (i)		20/20	16/20
Average Score for PUG End User Assessments – Section 3.1 (ii)		105/120	81/120
Supply Chain Integrity Assessment		Met / Not Met	
Bid Assessed Price*		\$100,000.00	\$95,000.00
Calculations	Total Point Rated Technical and Business Solution Requirements Score	20/20 x 20 = 20	16/20 x 20 = 16
	Average Score for PUG End User Assessments – Section 3.2 (ii)	105/120 x 50 = 43.75	81/120 x 50 = 33.75
	Pricing Score	95/100 x 30 = 28.50	95/95 x 30 = 30
Combined Rating		92.25	79.75
Overall Rating		1st	2nd

\*Lowest Assessed Price

## 12. Bid Certifications and Other Requirements

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

### 12.1 Integrity Provisions

- Ineligibility and Suspension Policy.** The Bidder must comply with the [Ineligibility and Suspension Policy](#) ("Policy") and applicable Directives in effect on the bid solicitation issue are incorporated into the bid solicitation.
- List of Suppliers.** A list of ineligible and suspended Suppliers is in PWGSC's Integrity Database described in the Policy.
- Timely Submission of Information.** The Bidder must timely provide the information required by the Policy (including a list of all foreign criminal charges and convictions for itself, its affiliates, and its first-tier subcontractors) by submitting an Integrity Declaration Form.
- Bidder Certification.** Subject to Subsection 5, the Bidder certifies that it has read, understands and complied with the requirements of the Policy, understands criminal charges or convictions may result in suspension or ineligibility to contract with Canada, understands Canada may request additional information from Bidder or third parties to determine eligibility, and is not currently suspended or ineligible.
- Integrity Declaration Form.** If the Bidder cannot provide any of the required certifications, the Bidder must submit an Integrity Declaration Form with its bid.
- Non-Responsive Bid.** Canada will consider a bid non-responsive if any information provided is inaccurate or incomplete, false, or misleading.
- Right to Terminate.** After an award, Canada may terminate the contract for default if it discovers inaccurate, incomplete, false, or misleading information.

## 12.2 Financial Capability

- a) **Financial Capability Requirement.** The Bidder must have the financial capability to fulfil this requirement. To determine the Bidder's financial capability, Canada may, by written notice, require the Bidder to submit some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide this information, including financial statements, cash flow statements, balance sheets, certifications of chief financial officers, and confirmation letter from financial institutions, within 15 working days of the request or as specified in Canada's notice.

## 12.3 Federal Contractors Program for Employment Equity

- a) **FCP Limited Eligibility to Bid.** By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).
- b) **Right to Declare Bid Unresponsive.** 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.

## 12.4 Status and Availability of Resources

- a) **Availability of Named Individuals.** The Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by and at the time specified in the bid solicitation. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications, and experience of the proposed replacement. For the purposes of this clause, Canada will consider only the following reasons as being beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause, and termination of an agreement for default.
- b) **Non-Employees.** If the Bidder has proposed any individual who is not one of its employees, the Bidder certifies that it has that individual's permission to propose his/her services for the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon the Contracting Authority's request, provide a written confirmation, signed by the individual, of that permission and of his/her availability. Canada may declare the bid to be non-responsive if the Bidder fails to do so.

- 12.5 **Education and Experience.** The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, is true and accurate. The Bidder warrants that every individual that it proposes for the requirement is capable of performing the Work described in the resulting contract.

## 12.6 Software Publisher Certification and Software Publisher Authorization

- a) **Publisher Certification Form.** If the Bidder is the Software Publisher for any of the proprietary software products 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. 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. Alterations to the statements in the form may result in the bid being declared non-responsive.
- b) **Software Publisher's Authorization.** Any Bidder that is not the Software Publisher of all the proprietary software products proposed in 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. 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. Alterations to the statements in the form may result in the bid being declared non-responsive.
- c) **Definition of Software Publisher.** In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.



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

## Artificial Intelligence Contract

This Contract is made on [CONTRACT DATE] (the "Effective Date") between [CONTRACTOR NAME], a [CORPORATE JURISDICTION] corporation with its principal place of business at [CONTRACTOR ADDRESS] (the "Contractor") and [GOVERNMENT OF CANADA ENTITY], with its principal address at [CONTRACTING AUTHORITY ADDRESS] ("Canada").

### 1. Requirement

- 1.1 The Contractor agrees to supply the services and deliverables to the Client the as described in Stage II of the Statement of Work and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_ in accordance with, and at the prices set out in, the Contract.
- 1.2 Optional Goods and Services for Stage III. The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at:
  - a) Optional Stage III-A, of the Statement of Work in Annex "B"; and
  - b) Optional Stage III-B, of the Statement of Work in Annex "B";

under the same conditions and at the prices and/or rates stated in the Method and Basis of Payment in Annex C. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### 2. License

#### 2.1 License Grant

- a) The Contractor hereby grants to Canada, including to all Canada's Users, a non-exclusive, non-sublicensable, non-assignable, royalty-free, and worldwide license, to access, test and use the "LS Solution", as detailed below:
  - i. Type of license being granted: Subscription License
  - ii. Number of Users:
    1. 12 Users in Stage II and Stage III - A
    2. 25 Users in Stage III - B
  - iii. Delivery Location and Media: Online internet access
  - iv. Term of license: Annual
- b) The license granted under the Contract entitles Canada to access, test and use the LS Solution, in whole or in part, for its purposes, at Canada's sole discretion, by any Canadian government department, Crown corporation or agency as described in the *Financial Administration Act* (as amended from time to time), and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.
- c) The license granted under the Contract is unaffected by changes in the environment described in the Statement of Work, such as changes to the operating system, types of Devices, or other software products used by the Users.
- d) In addition to the obligations set out in the Statement of Work, the Contractor must provide the Canadian English version of the LS Solution.

e) **Additional Rights:** The license includes the right for Canada to access, test and use the LS Solution, which includes the rights:

- i. to generate unlimited insights and derivatives;
- ii. to make this use by way of the Internet, or such other means as may become possible from time to time so that Users have “universal access rights” (i.e., a right to access, test and use the LS Solution by any means from any location as may become possible from time to time), whether their means of access is secure, wireless, mobile or by any other means available; and
- iii. for the designated number of Users to access, copy, deploy, test and use the LS Solution for government purposes, unrestricted by the number or type of installations, locations, servers, processors, data, documents, transactions, platforms, devices, networks, operating systems, application program interfaces or operating environments that a User may be using or processing at any time including any equipment required to allow Users to work remotely.

all without requiring the purchase of any additional licenses or rights.

- 2.2 **Canada License to LS Solution.** Upon suspension or termination of the contract or six months prior to the expiration of the contract, the Contractor grants to Canada an unlimited, perpetual, irrevocable, non-exclusive, worldwide, fully-paid, royalty-free, sub-licensable, assignable, transferable license to reproduce, share within Canada or with external parties, modify, improve, develop, copy, use or translate all components of the LS Solution including the associated algorithm and related source code for any purpose including for making any derivative products to be made available within or outside the GoC. For clarity, this license is unaffected by the number or identity of users. The Contractor grants the same license to Canada during the contract period to access, test and use the LS Solution for the purposes of peer review, audit, investigation, inspection, or examination, enforcement action, or judicial proceedings.
- 2.3 **Right to Transfer.** Canada may transfer license rights, within the license limits of the LS Solution and Structured Data set 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, provided the Contracting Authority informs the Contractor in writing of the transfer within 30 calendar days of the transfer.
- 2.4 **Right to License.** The Contractor guarantees
- a) it has the right to grant the rights in this Contract,
  - b) it has all necessary consents, and
  - c) this Contract contains the only terms between the parties with respect to the LS Solution and the Structured Data Set.
- 2.5 **“Shrink-Wrap” or “Click-Wrap” Conditions.** The Contractor agrees that 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 in the LS Solution or conditions that may accompany the LS Solution or Work in any manner, regardless of any notification to the contrary.

## 2.6 **LS Solution Documentation**

- a) The Contractor guarantees that the LS Solution Documentation contains enough detail to permit a User to access, test and use all features of the LS Solution.
- b) If the LS Solution Documentation is available in both of the two official languages of Canada, the Contractor must deliver it in English. If the LS Solution Documentation is only available in either English or French, 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.
- c) The Contractor must update the LS Solution Documentation throughout the period of the Contract to the most current release level consistent with the LS Solution 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 LS Solution, 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 LS Solution, together with installation instructions.

2.7 **Client.** The Client is Immigration, Refugees and Citizenship Canada.

## 3. **Work**

3.1 **Conduct of the Work.** The Contractor represents and warrants that:

- a) it is competent to perform the Work,
- b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
- c) it has the necessary qualifications, including knowledge, skill, know-how and experience, to effectively perform the Work.

### 3.2 **Subcontracts**

- a) **Conditions to Subcontracting.** The Contractor may subcontract the performance of the Work, provided:
  - i. the Contractor obtains the Contracting Authority's prior written consent
  - ii. the subcontractor is bound by the terms of this Contract, and
  - iii. the Contractor remains liable to Canada for all the Work performed by the subcontractor.

### 3.3 **Personnel**

- a) **Authorized Personnel.** All the Work must be performed solely by Contractor's authorized personnel.
- b) **Key Personnel.** If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with equivalent qualifications and experience and provide written notice to Canada giving
  - i. the reason for the replacement,
  - ii. the name and qualifications of the replacement individual, and
  - iii. proof that the proposed replacement has the required security clearance from Canada.

- c) **Request to Replace Key Personnel.** The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with terms of replacement of key personnel. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## 4. Software Support Services

4.1 **Support Services.** The Contractor must provide the following support services (collectively the "Support Services").

- a) **User Documentation.** The Contractor must provide all documentation to give appropriately trained users the ability to use all features of the LS Solution.
- b) **Technical Support.** The Contractor must provide
  - i. telephone support in English available during business hours and
  - ii. web support available 24 hours a day, 365 days a year excepting maintenance downtime not to exceed 1% of the time.
- c) **Maintenance.** The Contractor must provide:
  - i. all upgrades, updates, new releases, and other enhancements;
  - ii. all extensions and other modifications;
  - iii. all bug fixes and software patches; and
  - iv. all application programming interfaces (APIs), plug-ins, applets, and adapters.

### 4.2 Error Resolution

- a) **Error Response.** 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 this section, with a correction of the Software Error which caused the failure. All Software Error corrections will become part of the LS Solution, and will be subject to the conditions of Canada's license with respect to the LS Solution.
- b) **Error Resolution**
  - i. **Severity 1:** In the event of total inability to use the LS Solution, resulting in a critical impact on user objectives, then on notification by Canada to the Contractor, the Contractor will begin continuous work on the issue and provide reasonable effort for workaround or solution within 24 hours.
  - ii. **Severity 2:** In the event that user operation of the LS Solution is seriously restricted, the Contractor will work during normal business hours to provide reasonable effort for workaround or solution within 72 hours.
  - iii. **Severity 3:** In the event that user operation of the LS Solution is limited, but not critical to overall to overall user operations, the Contractor will work during normal business hours to provide reasonable effort for workaround or solution within 14 days.
  - iv. **Severity 4:** In the event of all other issues affecting user operation of the LS Solution, the Contractor will work during normal business hours to provide reasonable effort for workaround or solution within 90 days.

- c) **Exceptions to Error Correction Services.** The Contractor is not obligated to correct a failure of the LS Solution to operate in accordance with the Specifications if the failure results from:
- i. use of the LS Solution by Canada that is not in accordance with Canada's license;
  - ii. the use of hardware or software that is supplied by a person other than the Contractor or a subcontractor and that is not in accordance with the Specifications; or
  - iii. modifications to the LS Solution that are not approved by the Contractor or a subcontractor.

#### 4.3 Term of Support

- a) **Initial Technical Support.** For the initial period beginning on the Effective Date of Stage III - B and each subsequent option period, the Contractor must provide to Canada the Support Services at the Contractor's own expense.

### 5. Task Authorization (TA)

The Contractor's services described in of the Statement of Work in Annex B performed under this Contract will be on an "as and when requested basis" using a Task Authorization.

#### 5.1 Form and Content of TA. A TA will contain

- a) Contract and TA number,
- b) the details of the required activities and resources,
- c) a description of the deliverables,
- d) a schedule indicating completion dates for the major activities or submission dates for the deliverables,
- e) security requirements, and
- f) costs.

#### 5.2 Contractor's Response to TA. The Contractor must provide to Canada, within the period specified in the TA, the proposed total price for performing the task and a breakdown of that cost, established in accordance with the fees. 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.

#### 5.3 TA Limit and Authorities for Validly Issuing TAs. A validly issued TA must be signed by the appropriate Canadian Authority as set forth in this Contract. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk.

#### 5.4 Periodic Usage Reports. The Contractor must compile and maintain records on its provision of services to the federal government under the valid TAs issued under this Contract.

#### 5.5 Refusal of TAs. The Contractor is not required to submit a response to every draft TA sent by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA.

#### 5.6 Consolidation of TAs for Administrative Purposes. This Contract may be amended from time to time to reflect all validly issued TAs to date, to document the Work performed under those TAs for administrative purposes.

## 6. Inspection and Acceptance of the Work

- 6.1 **Inspection by Canada.** All the Work is subject to inspection and acceptance by Canada. Canada's inspection and acceptance of the Work does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract or the Contractor's responsibilities with respect to warranty, maintenance or support under the Contract. Canada may reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
- 6.2 **Inspection Procedures.** Unless provided otherwise in the Contract, the acceptance procedures are as follows:
- a) when the Work is complete, the Contractor must notify the Technical or Project Authority in writing, with a copy to the Contracting Authority, by referring to this provision of the Contract and requesting acceptance of the Work;
  - b) Canada will have 30 days from receipt of the notice to perform its inspection (the "Acceptance Period").
- 6.3 **Deficiencies.** If Canada provides notice of a deficiency during the Acceptance Period, the Contractor must address the deficiency as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work before acceptance and the Acceptance Period will begin again.
- 6.4 **Contractor Inspection.** The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada.
- 6.5 **Inspection Records.** The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.

## 7. Contract Period

- 7.1 **Initial Term.** This Contract begins on date of Contract award and ends 100 business days later.
- 7.2 **Extended Term.** Canada has irrevocable options to extend the term:
- a) to TBD for completion of the Work described in article 7.2, Stage III - A, of the Statement of Work in Annex B (Optional Work Package 1 of the Method and Basis of Payment in Annex C) ; and
  - b) by four additional one year periods, under the same conditions, for completion of the Work described in article 7.2, Stage III - B, of the Statement of Work in Annex B (Optional Work Package 2 of the Method and Basis of Payment in Annex C);
- that it may exercise at its sole discretion. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

## 8. Fees

### 8.1 Stage II

For the Work described in article 7.1 of the Statement of Work in Annex B:

Canada will pay the Contractor the price as detailed in Table 1 of Annex C, Method and Basis of Payment.

### 8.2 Optional Work Package 1 - Stage III - A

a) If the option is exercised by Canada, for the Work described in article 7.2 of the Statement of Work in Annex B:

b) Canada will pay the Contractor the price as detailed in Table 2 of Annex C, Method and Basis of Payment.

### 8.3 Optional Work Package 2 - Stage III - B

If the option is exercised by Canada, for the Work described in article 7.2 of the Statement of Work in Annex B:

Canada will pay the Contractor the rate(s) and/or price(s) as detailed in Table 3, of Annex C, Method and Basis of Payment to a ceiling price of \$ [AMOUNT TO BE INSERTED AT CONTRACT AWARD].

a) **Annual Subscription Fee to access and use the Hosted and Managed LS Solution, including Maintenance and Support Services and Training.** Canada will pay the Contractor the prices listed in Table 3 and 4 of Annex C, Method and Basis of Payment.

b) **Professional services.** Canada will pay the Contractor, in accordance with Table 5 of Annex C, Method and Basis of Payment, the daily labour rates specified in the Contract, to a ceiling price of \$ [AMOUNT TO BE INSERTED AT CONTRACT AWARD].

## 9. Payments

### 9.1 Invoices

a) **Invoice Submission.** The Contractor must submit invoices for each delivery in accordance with this contract. Each invoice must indicate whether it covers partial or final delivery.

b) **Invoice Requirements.** Invoices must be submitted in the Contractor's name and contain:

- i. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- iii. Applicable Taxes must be shown as a separate line item along with corresponding registration numbers from the tax authorities and all items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices
- iv. deduction for holdback, if applicable;
- v. the extension of the totals, if applicable; and
- vi. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.



c) **Taxes**

- i. **Payment of Taxes.** Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor must remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- ii. **Withholding for Non-Residents.** Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

d) **Certification of Invoices.** By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

9.2 **Payment Period.** Canada will pay the Contractor's undisputed invoice amount within 30 CALENDAR days after receipt of invoice in acceptable form and content. In the event, an invoice is not in acceptable form and content, Canada will notify the Contractor within 15 days of receipt and the 30 day payment period will begin on receipt of a conforming invoice.

9.3 **Interest on Late Payments.** Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive, provided Canada is responsible for the delay in paying the Contractor.

9.4 **Right of Set-Off.** When making a payment to the Contractor, Canada may deduct any amount payable to Canada by the Contractor under this or any other current contract.

9.5 **Electronic Payment of Invoices.** The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a) Visa Acquisition Card;
- b) MasterCard Acquisition Card;
- c) Direct Deposit (Domestic and International);
- d) Electronic Data Interchange (EDI);
- e) Wire Transfer (International Only);
- f) Large Value Transfer System (LVTS) (Over \$25M)

9.6 **Financial Accounts and Audit**

- a) **Accounts and Records.** The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- b) **Time Records.** If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.



- c) **Retention of Records.** Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- d) **Government Audit.** The amount claimed under the contract is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

## 10. Warranty

### 10.1 Services Warranty. The Contractor represents and warrants that

- a) it is competent to perform the Work,
- b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
- c) it has the necessary qualifications, including knowledge, skill, know-how and experience, to effectively perform the Work.

### 10.2 Performance Warranty. The Contractor warrants for a period of one year from Canada's acceptance of the LS Solution (the "Warranty Period") that:

- a) the LS Solution will operate on the computer system or systems on which the LS Solution is accessed in accordance with the documentation and the specifications set out in the contract,
- b) the Work will be performed in a professional manner in accordance with industry standards,
- c) the documentation will be free from all defects in materials and will conform with the requirements of this Contract.

### 10.3 Service Levels

- a) **Applicable Levels.** In respect of the hosting and management of the LS Solution, contractor will provide Canada with a System Availability (defined as the percentage of minutes in a month that the key components of the Service are operational) of at least [99]% during each calendar month.
- b) **Exceptions to "System Availability".** "System Availability" will not include any minutes of downtime resulting from
  - i. scheduled Maintenance,
  - ii. events beyond the Contractor's control,
  - iii. issues associated with Canada's computing devices or internet service provider connections, or
  - iv. Canada's acts or omissions.

### 10.4 No Infringement. The Contractor warrants that nothing in the LS Solution or the Structured Data Set, or in Canada's use of the LS Solution or the Structured Data Set, will infringe or constitute a misappropriation of the Intellectual Property or other rights of a third party.

## 10.5 Remedies

- a) **LS Solution.** If at any time during the Warranty Period the LS Solution fails to meet its warranty obligations, the Contractor must as soon as possible correct at its own expense any errors or defects and make any necessary changes to the LS Solution.
  - b) **Documentation.** If at any time during the Warranty Period Canada discovers a defect or non-conformance in any part of the documentation, the Contractor must as soon as possible correct at its own expense the defect or non-conformance.
  - c) **Services.** If at any time during the Warranty Period Canada discovers a defect or non-conformance in any service, the Contractor must as soon as possible correct or re-perform the nonconforming service.
  - d) **Media.** Canada may return non-conforming or defective media to the Contractor within the Warranty Period with written notice of the non-conformance or the defect, and the Contractor must promptly replace that media with corrected media at no additional cost to Canada.
- 10.6 **Canada's Right to Remedy.** If the Contractor fails to fulfill any obligation described herein within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
- 10.7 **Extension of Warranty.** The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good, for the greater of:
- a) the warranty period remaining, including the extension, or
  - b) 90 days or such other period as may be specified for that purpose by agreement between the Parties.

## 11. Restricted Uses

Canada will not knowingly:

- a) sell the LS Solution,
- b) impair or circumvent the LS Solution's security mechanisms, or
- c) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the LS Solution.

## 12. Confidentiality & Privacy Obligations

12.1 **Definition of Confidential Information.** "Confidential Information" means all material, non-public information, written or oral, whether or not it is marked, that Canada discloses or makes available to the Contractor, directly or indirectly, through any means of communication or observation, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under this Contract.

### 12.2 Contractor's Obligations

- a) **Confidentiality Obligation.** The Contractor will hold the Confidential Information in confidence.
- b) **Marking.** Wherever possible, the Contractor must mark or identify any Confidential Information delivered to Canada under this Contract as "Property of [CONTRACTOR'S NAME], permitted government uses defined under Public Works and Government Services (PWGSC) Contract No. [CONTRACT NUMBER]". Canada is not liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- c) **Use of Information.** The Contractor may only use the Confidential Information in accordance with the terms of this Contract and solely for providing the LS Solution and Services.
- d) **Standard of Care.** The Contractor will exercise reasonable care to protect the Confidential Information from any loss or unauthorized disclosure.
- e) **Notification of Disclosure.** The Contractor must immediately notify Canada if it discovers any loss or unauthorized disclosure of Confidential Information.
- f) **Permitted Disclosure.** The Contractor may disclose Confidential Information
  - i. if and to the extent that Canada consents in writing to such disclosure, or
  - ii. to the Contractor's officers, directors, employees, affiliates, or representatives who
    - 1) need-to-know that Confidential Information in furtherance of the Contractor providing the LS Solution,
    - 2) have been informed of the confidentiality obligations of this Contract, and
    - 3) agree to abide and be bound by the provisions this Contract.
- g) **Return or Destruction of Confidential Information.** On the expiration or termination of this Contract, or on Canada's request, the Contractor must promptly
  - i. return to Canada all Confidential Information provided by Canada,
  - ii. destroy all copies made of Confidential Information, and
  - iii. if requested by Canada, deliver to Canada a certificate executed by the Contractor confirming compliance with the return or destruction obligation under this *Contractor's Obligations* section.

12.3 **Canada's Obligations.** Subject to the Access to Information Act, R.S.C., 1985, c. A-1, and to any right of Canada under this Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under this Contract that is proprietary to the Contractor or its subcontractor.

- 12.4 **Non-Confidential Information.** The restrictions of this Contract on use and disclosure of Confidential Information will not apply to information that, without the breach of this Contract,
- a) is already known to the receiving party,
  - b) is or becomes publicly known,
  - c) is or subsequently comes into the possession of the receiving party from a third party, or
  - d) is independently developed by the receiving party without the use of Confidential Information.

12.5 **Personal Information**

Where Canada Data, the Structured Data Set, or otherwise contains Personal Information, the Contractor must create, collect, receive, manage, access, use, safeguard, store, and dispose the information in accordance with its legal obligations.

### 13. Security Requirements

- a) The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- b) The Contractor/Officer personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- c) The Contractor/Officer MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Officer must ensure that its personnel are made aware of and comply with this restriction.
- d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- e) The Contractor/Officer must comply with the provisions of the:
  - i. Security Requirements Check List and security guide (if applicable), attached at Annex I;
  - ii. Industrial Security Manual (Latest Edition).

### 14. IT Security Certifications

- a) The Contractor must maintain any certification and audit standards, provided as part of its bid, during the entire Term of the Contract.
- b) The Contractor must, for the Term of the Contract, provide hosting and managing services supplied by either the Contractor or Sub-Contractor service provider holding a valid certification such as ISO 7001/27002:2013, ISO/IEC 27018, Fed RAMP, and such certification must be issued by a reputable certification body such as a certification body employing CASCO standards.
- c) If compliance is established through a certification provided by a Sub-contractor, the Contractor must supply a copy of the Certificate and/or the Certification Report for example: Designated Organizational Screening: PROTECTED B from Public Services and Procurement Canada (PSPC)
- d) If compliance is established through security clearances for relevant personnel, the Contractor must provide:
  - i. List of all clearances for relevant personnel,
  - ii. Name of the originating organization for the security clearance, and
  - iii. File number (#), date of issuance, and date of expiry.

## 15. Data Protection

The Contractor must safeguard Canada Data, Structured Data Set and any other Personal Information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must:

- a) store the Canada Data electronically so that a password (or a similar access control mechanism, such as biometric access) is required to access the system or database in which the Canada Data is stored,
- b) ensure that passwords or other access controls are provided only to individuals who require access to the Canada Data to perform the Service,
- c) not outsource the electronic storage of Canada Data to a third party (including an affiliate) unless Canada has first consented in writing,
- d) safeguard any database or computer system on which the Canada Data is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information,
- e) maintain a secure backup copy of all Records, updated at least weekly,
- f) notify Canada immediately of any security breaches (such as any time an unauthorized individual accesses any Canada Data).

## 16. Data Use

The Contractor agrees to create, collect, receive, manage, access, use, safeguard, store, and dispose of the Canada Data Set in accordance with and only to perform the Work under the contract.

## 17. Data Retrieval and Destruction

- 17.1 **Data Retrieval.** On Canada's request, the Contractor must deliver to Canada a full copy of the Canada Data, in a format the parties agree on in writing.
- 17.2 **Data Destruction.** On the expiration or termination of this Contract, or on Canada's request, the Contractor must
  - i. promptly destroy all Canada Data in its control, and
  - ii. if requested by Canada, deliver to Canada a certificate executed by the Contractor confirming compliance with the destruction obligation.

## 18. Data Security Audit

- 18.1 **Security Audit.** The Contractor shall perform, at its own expense, a security audit no less frequently than annually. This audit shall test the compliance with the security standards and procedures required by this Contract. If Canada chooses to conduct its own security audit, such audit shall be at its own expense.
- 18.2 **Audit Reports.** If the audit shows any matter that may adversely affect Canada, the Contractor shall disclose such matter to Canada and provide a detailed plan to remedy such matter. If the audit does not show any matter that may adversely affect Canada, the Contractor shall provide the audit report or a summary to Canada.
- 18.3 **Corrections.** The Contractor shall promptly correct any deficiency found in a security audit.

## 19. Insurance

- 19.1 **Insurance Requirements.** The Contractor is responsible for deciding if insurance coverage is necessary to fulfil its obligation under this 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.

## 20. Intellectual Property Ownership

- 20.1 **Contractor Software.** The Contractor retains all right in and to the LS Solution.
- 20.2 **Canada Data.** Canada retains all ownership rights to any Canada Data. Canada grants the Contractor, for the term of the Contract, a limited, revocable, non-exclusive, non-sub-licensable, non-transferable license to host and manage Canada Data in accordance with the terms of the Contract, solely to permit the Contractor to perform the Work under the Contract.
- 20.3 **Structured Data Set.** To the extent permissible by law, the Contractor retains all ownership rights to the Structured Data Set and may exercise them in accordance with terms of the Contract. The Contractor grants Canada an unlimited, perpetual, irrevocable, non-exclusive, worldwide, fully-paid, royalty-free, sub-licensable, assignable, transferable license to use, reproduce, modify, improve, develop, copy or translate the Structured Data Set as updated from time to time as part of the Work, including the related source code for any purpose including for making any derivative products to be made available within or outside the GoC.
- 20.4 **Software Modifications.** The Contractor retains all right in and to the Software Modifications. All Software Modifications will become part of the LS Solution and will be subject to the conditions of Canada's rights as set out under this contract.
- 20.5 **Waiver of Moral Rights.** If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the Copyright Act, R.S., 1985, c. C-42, from every author that contributes to any work under the contract that is subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the any such work, the Contractor permanently waives the Contractor's moral rights in that work.

## 21. Certifications and Additional Information

- 21.1 **Compliance with Certifications.** Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, or pursuant to this Contract, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.
- 21.2 **Compliance with Laws.** The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
- 21.3 **Permits and Licenses.** The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

## 22. Suspension and Termination

### 22.1 Suspension of the Work

- a) **Right to Suspend Work.** The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not limit access to any part of the Work or LS Solution without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract in accordance with the Termination terms of this Contract.
- b) **Effect of Suspension.** When an order is made to suspend the Work, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract.
- c) **Resumption of Work.** When a suspension is canceled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

22.2 **Termination for Convenience.** Canada may terminate this Contract in whole or in part for any reason on notice to the other party. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice.

22.3 **Canada's Right to Termination on Default or upon Insolvency.** The Contracting Authority may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if

- a) the Contractor fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and the failure, inaccuracy, or breach continues after the injured party delivers notice to the breaching party reasonably detailing the breach, or
- b) the Contractor party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.

22.4 **Contractor Right to Terminate.** The Contractor may terminate Canada's subscription with respect to the LS Solution by giving the Contracting Authority written notice to that effect if Canada is in breach of its license with respect to the LS Solution, or fails to pay for the subscription 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.



## 23. Effect of Termination

- 23.1 **No Further Payment.** If Canada terminates the Contract for default or insolvency, the Contractor will have no claim for further payment except as provided in this section.
- 23.2 **Pay Outstanding Amounts.**
- a) **Eligible Costs.** If Canada terminates the Contract for convenience, Canada shall pay to the Contractor costs that have been reasonably and properly incurred by the Contractor to perform the Contract plus a fair and reasonable profit as determined by PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts for any part of the Work commenced, but not completed, prior to the date of the termination notice;.
  - b) **Ineligible Costs.** The Contractor agrees that it is not entitled to:
    - i. any anticipated profit on any part of the Contract terminated;
    - ii. cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay; and
    - iii. damages, compensation and allowance resulting from the termination except to the extent that this section expressly provides.
- 23.3 **Refund Amounts.** The Contractor must promptly refund to Canada any amounts paid in advance covering the remainder of the term of this Contract after the effective date of termination.
- 23.4 **Maximum Payment.** The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.
- 23.5 **Delivery of Work.** Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
- a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - b) the cost to the Contractor that Canada considers fair and reasonable in, in accordance with subsection *Pay Outstanding Amounts herein*, in respect of anything else delivered to and accepted by Canada.
- 23.6 **Title to Property.** Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
- 23.7 **Termination in Error.** If the Contract is terminated for default or insolvency, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience.



## 24. Indemnification

The Contractor must indemnify Canada against all losses and expenses (including reasonable attorneys' fees) arising out of any proceeding:

- a) brought by a third party;
- b) arising out of a claim that the LS Solution or the Structured Data Set infringes the third party's Intellectual Property rights; and
- c) arising out of a claim in tort, statutory tort or privacy breach in relation to the use, safeguarding or management of Canada Data, Structured Data Set or any personal information in Canada Data.

## 25. Limitation on Liability

### 25.1. First Party Liability

- a) **Contract Performance:** The Contractor is fully liable for all damages to Canada, arising from the Contractor's performance or failure to perform the Contract.
- b) **Data Breach:** The Contractor is fully liable for all damages to Canada resulting from its breach of security or confidentiality obligations resulting in unauthorized access to or unauthorized disclosure of records or data or information owned by Canada or a third party.
- c) **Limitation Per Incident:** Subject to the following section, irrespective of the basis or the nature of the claim, the Contractor's total liability per incident will not exceed the cumulative value of the Contract invoices for 12 months preceding the incident.
- d) **No Limitation:** The above limitation of Contractor liability does not apply to:
  - i. willful misconduct or deliberate acts of wrongdoing, and
  - ii. any breach of warranty obligations.

25.2. **Third Party Liability:** Regardless whether the third party claims against Canada, the Contractor or both, each Party agrees that it will accept full liability for damages that it causes to the third party in connection with the Contract. The apportionment of liability will be the amount set out by agreement of the Parties or determined by a court. The Parties agree to reimburse each other for any payment to a third party in respect of damages caused by the other, the other Party agrees to promptly reimburse for its share of the liability.

## 26. General Provisions

26.1 **Entire Agreement.** This Contract is the entire agreement between the parties and supersedes all previous communications and agreements.

26.2 **Amendment.** Amendments to this Contract must be in writing and signed by the Contracting Authority and the authorized representative of the Contractor.

26.3 **Assignment.** The Contractor may only assign this Contract if

- a) the Contracting Authority agrees to the assignment in a signed writing and
- b) the Contractor remains responsible for the assignee's performance.

26.4 **Notice.** Any notice under this Contract must be in writing and may be delivered by hand, courier, mail, facsimile or another electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in this Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada.

26.5 **Applicable Laws.** This Contract will be interpreted and governed by the laws of Ontario.

- 26.6 **Survival.** All the parties' obligations of confidentiality, privacy, liability, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.
- 26.7 **Excusable Delay**
- a) **No Liability.** The Contractor will not be liable for performance delays nor for non-performance due to causes beyond its reasonable control that could not reasonably have been foreseen or prevented by means reasonably available to the Contractor, provided the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it.
  - b) **Notification of Circumstances.** The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
  - c) **Delivery and Due Dates.** Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
  - d) **Right to Terminate.** In the event such an event prevents performance thereunder for a period in excess of 30 calendar days, then the Contracting Authority may elect to terminate this Contract with the effect of a termination for default.
- 26.8 **Severability.** If any provision of this Contract is declared unenforceable by an authoritative court, the remainder of this Contract will remain in force.
- 26.9 **Waiver.** The failure or neglect by a party to enforce any of rights under this Contract will not be deemed to be a waiver of that party's rights.
- 26.10 **No Bribe.** The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- 26.11 **Contingency Fees.** The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).
- 26.12 **International Sanctions.**
- a) Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
  - b) The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
  - c) The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 18.2.

- 26.13 **Integrity Provisions - Contract.** The *Ineligibility and Suspension Policy* (the “Policy”) and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada’s website at *Ineligibility and Suspension Policy*.
- 26.14 **Code of Conduct for Procurement - Contract.** The Contractor agrees to comply with the *Code of Conduct for Procurement* and to be bound by its terms for the period of the Contract.
- 26.15 **Conflict of interest and Values and Ethics Codes for the Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of interest Act*, 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

26.16 **Authorities**

**Contracting Authority**

The Contracting Authority for the Contract is:

Name: Scott Endicott

Title: Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch (STAMS)

Les Terrasses de la Chaudière

10 Wellington Street

Gatineau, Quebec

K1A 0S5

Telephone:

E-mail address: [scott.endicott@tpsgc-pwgsc.gc.ca](mailto:scott.endicott@tpsgc-pwgsc.gc.ca)

The PWGSC Contracting Authority must receive a copy of the Invoice for Canada's record and to ensure the Invoice is in accordance with the Contract prior to payment by the Client.

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

**Client Technical Authority** (information to be inserted at contract award)

The Client Technical Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

**Client Administrative Contact** (information to be inserted at contract award)

The Client Administrative Contact is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Facsimile: : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Client Administrative Contact must receive the original Invoice. All inquiries for request for payment must be made to the Client Administrative Contact.

**Contractor's Representative** (information to be inserted at contract award)

The Contractor's Representative is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Facsimile: : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 27. Priority of Documents

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

- a) the Articles of Agreement;
- b) Annex A, Definitions and Interpretations;
- c) Annex B, Statement of Work;
- d) Annex C, Method and Basis of Payment;
- e) Annex D, Task Authorization Form;
- f) Annex E, Supply Chain Integrity
- g) Annex F, Non-Disclosure Agreement
- h) Annex G, Qualification Security Requirements
- i) Annex H, Security and Privacy Obligations
- j) Annex I, Security Requirements Check List (SRCL)
- k) the signed Task Authorizations (including all of its annexes, if any) (if applicable);
- l) the Contractor's bid dated \_\_\_\_\_, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on \_\_\_\_\_" or ",as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)).

This Contract has been executed by the parties.

[CONTRACTOR NAME]

[CONTRACTING AUTHORITY]]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# **ANNEX A – DEFINITIONS AND INTERPRETATIONS**

The document follows in PDF format

# **ANNEX B – STATEMENT OF WORK**

The document follows in PDF format

# **ANNEX C – METHOD AND BASIS OF PAYMENT**

The document follows in PDF format



# **ANNEX D – TASK AUTHORIZATION (TA) FORM**

The document follows in PDF format

# **ANNEX E – SUPPLY CHAIN INTEGRITY FOR SaaS PROCUREMENTS**

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# **ANNEX F – NON-DISCLOSURE AGREEMENT**

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# **ANNEX G – QUALIFICATION SECURITY REQUIREMENTS**

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# **ANNEX H – SECURITY AND PRIVACY OBLIGATIONS**

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# **ANNEX I SECURITY REQUIREMENTS CHECK LIST (SRCL)**

The document follows in PDF format

# ANNEX A

## DEFINITIONS AND INTERPRETATIONS

In this Contract, unless the context otherwise requires, the following terms shall have the following meanings:

**"Applicable Taxes"** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

**"Average Rate"** means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

**"Bidder"** means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors;

**"Canada" or "the Government"** means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

**"Canada Data"** means Input Data Set and Output Data Set;

**"Client"** means the department or agency for which the Work is performed;

**"Contract"** means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

**"Contracting Authority"** means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

**"Contractor"** means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

**"Contract Price"** means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

**"Cost"** means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

**"Date of Payment"** means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

**"Device"** means equipment having a physical central processor unit (CPU), mass storage and input output devices such as keyboard and monitor and includes servers, desktops, workstations, notebooks, laptops, personal digital assistants and mobile computing equipment;

**"General Conditions"** means the general conditions that form part of the Contract;

**"Input Data Set"** means the case law data set acquired by Canada and provided to the Contractor. This data set contains Personal Information and is considered Protected B;

**"Intellectual Property"** means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, software, and firmware;

**"LS Solution"** means the Software Programs and the LS Solution Documentation collectively;

**"LS Solution Documentation"** means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Canada under the Contract for use with the Software Programs, whether that material is to be provided in printed form or on Media;

**"Media"** means the material or medium on which the LS Solution is stored for delivery to Canada, including electronic media such as magnetic disks or electronic downloads. Media does not include the LS Solution stored on the Media;

**"Model"** means a computer program created through the training of the algorithm on the Structured Data Set to recognize certain types of patterns. The Model will be used to operate the LS Solution to provide responses to Query(ies);

**"Output Data Set"** means all data retained on the activity of all Users of the LS Solution. This includes, but is not limited to copies of all, Query information (who generated the Query, what the input was, what the output was), reports generated, and records of cases accessed. This data set contains Personal Information, solicitor – client and litigation privilege and confidential information and is considered Protected B;

An amount becomes **"overdue"** when it is unpaid on the first day following the day on which it is due and payable according to the Contract;

**"Party"** means Canada, the Contractor, or any other signatory to the Contract and **"Parties"** means all of them;

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

**"Production Ready LS Solution"** means the finalized LS Solution delivered at stage III for use for the duration of the pilot;

**"Prototype Solution"** means the preliminary solution of the Production Ready LS Solution delivered at stage II;

**"Query"** means a User's input or search in the LS Solution in relation to a specific litigation file to generate a percentage prediction of the outcome in the Federal Court and to generate the supporting Research Memoranda;

**"Research Memorandum"** means a written document containing the percentage prediction of the outcome in the Federal Court and a narrative rationale supporting the outcome, including an application of the facts submitted in the Query to the relevant case law; listing relevant case law in support. This definition includes the plural, "Research Memoranda";

**"Software Error"** means any software instruction or statement contained in or absent from the Software Programs, which, by its presence or absence, prevents the LS Solution from operating in accordance with the Specifications;

**"Software Modifications"** means any additions to, updates, improvements on, bug patches, new versions of, or other modifications to the LS Solution, made by the Contractor during this agreement, not including any Canada Data;

**"Software Programs"** means all models developed and computer programs, in object-code form, which must be provided by the Contractor to Canada under the Contract, and include all patches, fixes and other code that may be delivered to Canada under the Contract, including any code provided as part of the warranty, maintenance, or support;

**"Specifications"** means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

**"Structured Data Set"** means the Input Data Set that has been annotated, tagged or otherwise processed. This data set contains Personal Information and is considered Protected B;



**"System Administrator"** means individual(s) who is responsible for managing, overseeing, and maintaining a multiuser computing environment by maintaining a profile with higher permissions access. The System Administrator(s) perform duties such as: adding, removing, or updating User account information, resetting passwords, reporting and troubleshooting system performance issues, and training Users;

**"User"** means an individual authorized by the Client to use the LS Solution under the Contract and for the purposes of this Contract, includes any employee, agent or contractor authorized to use the LS Solution;

**"Work"** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

# ANNEX B

## STATEMENT OF WORK

### 1. Title

Demonstration Project to Develop and Pilot a Litigation Support Solution Using Artificial Intelligence

### 2. Objective

Immigration, Refugees and Citizenship Canada (IRCC) and the Department of Justice (DOJ), have a requirement for an interactive solution that uses the corpus of federal courts (Federal Court, Federal Court of Appeal, and Supreme Court of Canada) humanitarian and compassionate (H&C) case law to leverage artificial intelligence (AI) and machine learning (ML) technologies. This Litigation Support Solution (LS Solution) will be used to support legal research, analyze and predict potential outcomes in litigation, and conduct trend analysis to support litigation strategies. This LS Solution, once designed, tested, and delivered, will be accessible to up to 25 Users in various federal departments and agencies. Should the LS Solution prove to be useful and reliable for immigration law questions, the Government of Canada is prepared to provide the necessary components of the LS Solution to third parties such as other levels of government, organizations or industry outside of the Government of Canada so that they may leverage the technology.

### 3. Background

Fostering innovation within an operating environment of volume pressures and finite resources is identified as a key priority for IRCC. The DOJ and IRCC are seeking opportunities to generate new insights and efficiencies in litigation management by exploring the adoption of emerging and innovative technologies. The departments seek to pilot and adopt new electronic tools to support litigation. In accordance with these goals, the DOJ and IRCC are issuing a solicitation for an AI powered solution to support immigration litigation.

IRCC Litigation Management analysts, DOJ's IRCC Legal Services Unit (DLSU) counsel, and litigators (DOJ) must address Federal Court litigation files where the Minister of IRCC is named as the Respondent. Time is dedicated to conducting legal research to evaluate the defensibility of litigation under the *Immigration and Refugee Protection Act* and its corresponding Regulations, and to tracking litigation trends that may represent emerging issues related to IRCC policy, programs, or operations. The Federal Court of Canada website or services such as CanLII are examples of resources available to conduct these core functions. However, such solutions require a high degree of User effort and interaction, and improvement and efficiencies are sought with this AI powered solution.

The rising private sector use and capability of artificial intelligence for legal technology tools, facilitated by the rise of open source data, big data analytics, and the increasing availability of case law in machine-readable formats, suggests that an interactive solution could support litigation analysts, counsel, and litigators in a number of areas. Solutions that utilize machine learning, pattern recognition, deep learning, and advanced text parsing could act as augmented intelligence aids to legal practitioners. Such automated AI processes can scale effectively as they are able to absorb large and continuous inputs without being bottlenecked by human resources. It is expected that, hours dedicated to research are reduced, while accuracy, quality, and breadth of research would be improved. The objective is that efficiency gains will be leveraged to decrease costs, improve assessment of litigation, and improve client outcomes. Indeed, in September, 2018, in the case of *Drummond v. The Cadillac Fairview Corp. Ltd.*, 2018 ONSC 5350, the Ontario Superior Court of Justice advocated for the adoption of such solutions: "*The reality is that computer-assisted legal research is a necessity for the contemporary practice of law and computer assisted legal research is here to stay with further advances in artificial intelligence to be anticipated and to be encouraged*".

#### 4. Scope and High Level Business and Technical Requirements

The Contractor must, using the publicly available corpus of case law on H&C, deliver a LS Solution that provides an interactive and user-friendly interface to search, find, analyze legal information, as well as generate reports on litigation trends, patterns, and relationships in case law, such as key facts that are influencing outcomes in litigation.

For clarity, the LS Solution must not be created and will not be used for profiling the decision-making patterns or attributes of individual decision-makers or courts, and should include properties that prevent these invalid applications. These may include, but need not be limited to, restrictions on the criteria that may be identified by the LS Solution as relevant to address User Queries, or any research, reporting or trends functionality.

More specifically, the Contractor must provide a Prototype Solution and Production Ready LS Solution that has the high level functionality:

- a. To analyze and predict potential outcomes for litigation cases using publicly available case law data;
- b. To annotate, tag, or otherwise process case law data for research and analysis;
- c. To recognize changes in outcomes based on newly available case law data; and
- d. To identify trends relating to specific facts or sets of facts.

For the full list of business and technical requirements, see section 8.1, Table 1, Item 1 of this document.

#### 5. Relevant Terms and Acronyms

The terms capitalized throughout this submission are defined in Annex A. Please refer to Annex A for the definition of relevant terms and acronyms.

#### 6. Applicable and Reference Documents

##### 6.1. Sample Use Case:

There is a use case that forms part of the assessment criteria that reflects the perspective and needs of potential Users, which should be considered when thinking about data, capability and functionality that would form part of the LS Solution. A sample use case can be found in Appendix 1 to Attachment 1. Use cases to be used for assessment of the Prototype Solution will be created in contract during Stage II.

##### 6.2. Mandatory data sources to be ingested by the LS Solution:

Canada will be responsible for collecting the Input Data Set and providing it to the contractor.

Data	Source	Format
Point-in-time archive of Immigration Case Law  Approximate size: 3,500-4,500 cases. Note that of the 3,500-4,500 cases it is estimated that the number of cases where H&C is the main issue is between 1,400-2,000.	TBD	HTML

## 7. Tasks

An iterative approach with User testing must be undertaken for the design and development of the Prototype Solution at Stage II. The Project Authority will select Users from both IRCC and DOJ to support all stages of the project (i.e., Project User Group [PUG]).

The Bidder must complete the following tasks which must be reflected in key deliverables for each stage of the project:

### 7.1. Stage II: Develop and deliver a Prototype Solution

The Contractor must:

- a. Attend a kick-off meeting with the GoC (organized and coordinated by the Project Authority), by teleconference, to officially launch the project.
- b. Create a Structured Data Set that is annotated, tagged or otherwise processed using the Input Data Set to facilitate the three key functionalities of Query, case law research, and reporting or trends analysis. *(Canada will provide some relevant factual variables to support this activity if requested by the Contractor. The Contractor is encouraged to propose other relevant factual variables.)*
- c. Test multiple predictive Models using a variety of classification algorithms or other AL/ML technologies in the development of the Prototype Solution.
- d. Engage the PUG to understand LS Solution requirements or use case(s). The Project Authority will coordinate and organize engagement sessions with PUG members if requested by the Contractor.
- e. Conduct a review of the data architecture, data quality, sources of bias, and any ethical considerations based on available data, meta-data (i.e., enabling case law and other data sets available in machine readable files).
- f. Host and manage the Prototype Solution for testing and evaluation purposes for up to 12 PUG Users for the duration of the initial and any extended contract periods. The Contractor's Prototype Solution will be assessed by the PUG.
- g. Must promptly destroy the Output Data Set in the Contractor's control after providing the Project Authority with a copy in XML or CSV format, after the PUG evaluation of the Prototype Solution and prior to IRCC's decision on prototype selection to proceed to Stage III-A work (see 8.1, Table 1, Item 5 of this document for related deliverables requirements).
- h. At minimum, conduct daily incremental backups and weekly full backups.
- i. If using open source, use Python coding language to perform the work in Stages II and III-A.
- j. Continuously monitor their services in order to detect changes in the security posture of the service environment. Such management includes continuously monitoring services as an essential component of an effective IT security strategy. Continuous monitoring encompasses activities such as:
  - i. monitoring threats and vulnerabilities;
  - ii. reviewing the results of system monitoring;
  - iii. self-assessment and internal audit; and
  - iv. developing corrective action plans where necessary to remediate deficiencies.

## 7.2. Stage III

### **Stage III (A): Finalization and delivery of the Production Ready LS Solution**

Based on the draft IRSS plan, delivered in the Stage II, and if selected by Canada for Stage III-A, the Contractor will finalize and deliver a Production Ready LS Solution to the Project Authority no later than 60 business days from the Stage III- A Project Launch for User Acceptance Testing.

If selected to proceed with Stage III-A, the Contractor must:

- a. Attend a kick-off meeting with the GoC (organized and coordinated by the Project Authority), by teleconference, to launch Stage III-A of the project;
- b. Consult the PUG to discuss and review requirements and use case(s) that may be created during Stage III that could help define the Production Ready LS Solution.
- c. Consult the PUG to discuss any refinements or features to be added in the Production Ready LS Solution that may not have been anticipated or featured in the Prototype Solution. The Project Authority will coordinate and organize engagement sessions with PUG members if requested by the Contractor;
- d. Submit an updated IRSS plan to the Project Authority that aligns with:
- e. GoC digital and architectural standards in the Production Ready LS Solution;
- f. GoC accessibility standards in the Production Ready LS Solution.
- g. Make all necessary adjustments to the Production Ready LS Solution upon IRCC's acceptance of the updated IRSS plan;
- h. If available, propose new features and/or technologies that may not have been included in the initial IRSS plan (see section 8.1, Table 1, Item 2 of this document) for the Project Authority's review and potential approval; and
- i. Deliver a Production Ready LS Solution, with updated user guide to address the refinements, proposed additional functionality, and capabilities to the Project Authority, and provide access to the Production Ready LS Solution for evaluation by Users.

### **Stage III (B): Launch of the Production Ready LS Solution, Hosting, Support and Training**

The Contractor must provide:

- a. Access to the Production Ready LS Solution for up to 25 Users and up to 5 System Administrator accounts, with the following rights and access for the System Administrators:
  - i. create Users;
  - ii. assign accounts;
  - iii. lock and unlock User accounts;
  - iv. link to new data sources;
  - v. generate usage reports; and
  - vi. assign User roles – see section 8.1, Table 1, Item 1 for additional items.
- b. Training materials in support of a web-based train-the-trainer approach. The Contractor must train designated GoC employees who will in turn train the Users on the Production Ready LS Solution and its use. The Contractor must deliver at least one (1) training seminar in Canadian English where Canada will provide translation services where required;
- c. Technical Phone Support for System Administrators from Monday to Friday from 8:00 am to 5:00 pm (Eastern Standard Time) excluding holidays. Technical Web Support available 24/7;
- d. An email notification to the System Administrators of all performance issues and audit metrics. If not an automated notification, then it must be sent within 24 hours of discovery;
- e. Maintenance and support of the Production Ready LS Solution, including retraining the algorithm at a minimum of two times per year, in keeping with generally accepted standards and best practices to ensure optimal operation of the LS Solution in light of adding new case law data;

- f. Optional Task Authorized (TA) professional services. The work described in the Task Authorization must be in accordance with the scope of work the Contract. Work considered to be in accordance with the scope of the Contract may include, but is not limited to, work associated to updating the accepted LS Solution as a result of changes to the Government of Canada Web Accessibility Standards, adding new functionality to the accepted LS Solution, and adapting to changes in the LS Solution's IT environment where Canada has requested the change. Appendix 1 to Annex B identifies the categories of work, including a description that may be required to undertake task authorized work on this requirement; and
- g. A mechanism for Users to provide feedback on the Production Ready LS Solution's problems to the Contractor and System Administrator(s) as well as a process to track the requests and the response to feedback.

## 8. Contractor Deliverables and Activities

All document deliverables must be in Microsoft Word.

### 8.1 Stage II:

The Project Launch is defined as the kick-off meeting with the Project Authority.

**Table 1: Deliverables and associated timelines.**

Item	Deliverables	Timelines
1	<p>Deliver a Prototype Solution in English, that meets all the mandatory technical and business requirements below.</p> <ul style="list-style-type: none"> <li>a. administrative management functionality that enables System Administrators to create and manage Users, assign permissions, and provide access to the LS Solution using role based access controls;</li> <li>b. a System Administrator account that supports: <ul style="list-style-type: none"> <li>i. Role based assignment - A User can exercise a permission only if the User has been assigned a role;</li> <li>ii. Role authorization - A User can only take on roles for which they are authorized;</li> <li>iii. Permission authorization - Users can only exercise permissions for which they are authorized;</li> <li>iv. Management of roles and Users so that roles can be defined and Users can be added to or removed from roles; and</li> <li>v. Assign and reset passwords.</li> </ul> </li> <li>c. Prototype Solution and data center(s) must be located in Canada and are logically independent and separate from all other Contractor data or data systems. The Prototype Solution must be logically isolated from the Contractor's other client solutions;</li> <li>d. meet all privacy and security obligations detailed in Appendix 2 to Attachment 1;</li> <li>e. compliant with the version of Windows 10 Google Chrome version 92 (Official Build) (64-bit) in use at IRCC and DOJ, as well as future versions of Google Chrome;</li> <li>f. compliant with the version of Windows 10 Edge (version 92) in use at IRCC, Windows 10 Edge (40.15063.674.0) in use at DOJ, as well as future versions of Edge;</li> <li>g. must work in the supported browsers using Government of Canada standard enhanced security policies and</li> </ul>	70 business days from Project Launch of Stage II.

	<p>must not require anything beyond the supported browser for use on the client machine (i.e. no plugins, extensions, software to be installed, nor changes to default colours or themes)</p> <ul style="list-style-type: none"> <li>h. compliant with the <a href="#">Treasury Board Standard on Web Accessibility</a>, where compliancy is defined as having fewer than 30 issues documented in an accessibility assessment to be performed on the prototype by IRCC;</li> <li>i. functionality that facilitates case law research leveraging the Structured Data Set, which has been annotated, tagged, or otherwise processed and prepared from the Input Data Set;</li> <li>j. functionality to store and display a detailed history of case law marked as outdated (e.g., historical cases, learning), including an Audit Trail of when such markings were made;</li> <li>k. recognizes changes in outcomes based on newly available case law data added to the Structured Data Set (after each retraining of the Model);</li> <li>l. functionality that, based on the individual set of facts being reviewed from each Query, includes a percentage estimate of the likelihood of the potential outcome. The Prototype Solution must provide information to support the interpretability of predictions including all relevant and applicable decided cases along with a Research Memorandum with a narrative rationale supporting the prediction or information for each Query, having regard to relevant and applicable case law. This information should include, where relevant, the relative importance of the specific input features used to generate the prediction;</li> <li>m. functionality to facilitate filtered case law searches of the Structured Data Set using a subset of at least 5 factual variables per search and the factual variables are selected based on any of the factual variables considered by the Model;</li> <li>n. functionality to analyze and report litigation trends, patterns, and relationships in case law, such as key facts that are influencing outcomes in litigation. This report should include, where relevant, the relative importance of the specific input features used to generate the analysis;</li> <li>o. functionality to generate reports for each of the functionalities under section 8.1, Table 1, Item 1 k), l), m) of this document and containing the information described in those sections. This functionality includes enabling users to export reports in xlsx, csv and pdf;</li> <li>p. meet the security requirements for Software as a Service solutions and satisfies the Supply Chain Integrity Authority.</li> </ul>	
2	<p>Deliver a draft Implementation, Release and Support Services (IRSS) Plan to the Project Authority, based on the design and functionality of the Prototype Solution developed. The draft IRSS Plan must include:</p> <ul style="list-style-type: none"> <li>a. Findings from the review specified in section 7.1(e) of this document;</li> <li>b. A complete description of the algorithm used to generate predictions;</li> </ul>	70 business days from Launch of Stage II.



	<ul style="list-style-type: none"> <li>c. A description of how artificial intelligence and machine learning are used to achieve the Prototype Solution's results;</li> <li>d. A high level description and flowchart of the process used to prepare and analyze data, and generate predictions;</li> <li>e. A logical and physical systems architecture diagram outlining the various software and hardware components, where they are located, and their interfaces;</li> <li>f. Contractor's proposed refinements, including but not limited to additional functionality, capability, features, and User access levels to the Prototype Solution;</li> <li>g. Support and maintenance process that includes: <ul style="list-style-type: none"> <li>i. Mechanisms and processes for the Users and the Project Authority to engage the Contractor on maintenance and service issues; and</li> <li>ii. Measures to monitor and resolve any technical performance or functionality issues arising from increased number of Users and ongoing use;</li> </ul> </li> <li>h. Demonstration of how the interface functionality enables Users to conduct analysis and generate insights with "Ease of Use";</li> <li>i. Any further requirements listed in sections 8.1, Table 1, Item 1 of this document; and</li> <li>j. The draft IRSS plan must also clearly detail any additional development needed to ensure the Prototype Solution meets all requirements identified in this document.</li> </ul>	
3	<p>Produce and deliver a draft user guide (in English) that includes step-by-step instructions on how to use and test the Prototype Solution from start to finish. The user guide must be accepted by the Project Authority. The user guide must be written using basic language (i.e. omit the use of technical jargon) to ensure that the Users can easily understand. The user guide must be current and accurately reflect opportunities or limitations of use as follows:</p> <ul style="list-style-type: none"> <li>a. Have easy to follow instructions with screenshots;</li> <li>b. Be well outlined; and</li> <li>c. Include easy to follow set-up or access instructions.</li> </ul>	70 business days from Launch of Stage II.
4	<p>Deliver a copy of the Structured Data Set (that is annotated, tagged or otherwise processed using the Input Data Set to facilitate the three key functionalities: 1. Query, 2. case law research, and 3. analysis and reporting of litigation trends) in XML or CSV format to the Project Authority.</p>	70 business days from Launch of Stage II.
5	<p>Deliver to Project Authority:</p> <ol style="list-style-type: none"> <li>1. An Output Data Set in XML or CSV format when requested by Canada,</li> <li>2. A certificate executed by the Contractor confirming compliance with the destruction obligation (see section 7.1(g) of this document for the requirement to destroy Output Data Set in the Contractor's control).</li> </ol>	After the PUG evaluation of the Prototype Solution but before the decision on prototype selection to proceed to Stage III-A work.
6	<p>Deliver all source and object code that is required to operate the Prototype Solution.</p>	After the PUG evaluation of the Prototype Solution but before the



		decision on prototype selection to proceed to Stage III work.
7	Deliver a report to the Project Authority outlining the performance of the predictive Models based on the results of 10-Fold Cross Validation Testing. The performance reporting must be based on generally accepted standards for data science performance measurement. At a minimum, for each Model investigated, this report should include, reporting of accuracy, confusion matrices, and receiver operating characteristic diagrams assessing performance using various choices of prediction thresholds (where applicable).	70 business days from Launch of Stage II.

**Table 2: Activities and associated timelines.**

Item	Activities	Estimated Timelines
1	PUG assessment of the Prototype Solution(s).	Completed within 15 business days from receipt of the Prototype Solution(s).
2	Decision on prototype selection to proceed to Stage III-A work.	Within 20 business days from receipt of the Prototype Solution.

## 8.2 Stage III (A): Finalization and Delivery of the Production Ready LS Solution

Item	Ref.	Deliverables	Timelines
1	7.2	Final IRSS Plan and Project Management in MS Word format to the Project Authority for review and acceptance.	20 business days from launch of Stage III-A.
2	7.2	Production Ready LS Solution based on accepted IRSS plan to the Project Authority for review and acceptance.	60 business days from acceptance of updated IRSS Plan. (IRCC will take 15 business days to accept the IRSS Plan)
3	7.2	User guide (English)	60 business days from acceptance of updated IRSS Plan.
4	7.2	Structured Data Set in XML or CSV format and all related source code that supports the Production Ready LS Solution.	60 business days from acceptance of updated IRSS Plan and 5 business days following a request from the Project Authority no more than twice a year over the duration of the Contract and the last version on expiration, suspension or termination of the Contract.
5	7	Copy of the all components of the accepted Production Ready LS Solution including the algorithm and all related source and object code.	60 business days from acceptance of updated IRSS Plan and 5 business days following a request from the Project Authority no more than twice a year over the duration of the Contract.
6	7.2	Production Ready LS Solution that, based on the individual set of facts being reviewed from each Query, includes an estimate of the likelihood of the potential outcome. The Production Ready Solution must provide information to support the interpretability of predictions including all relevant and applicable decided cases along	60 business days from acceptance of updated IRSS Plan.

		with a Research Memorandum, with a narrative rationale supporting the prediction or information for each Query, having regard to relevant and applicable case law. This information should include, where relevant, the importance of the specific input features used to generate the prediction.	
7	7.2	Production Ready LS Solution that has the functionality to enable Users to filter case law searches of the Structured Data Set using a subset of at least 5 factual variables per search and the factual variables are selected based on any of the factual variables considered by the Model.	60 business days from acceptance of updated IRSS Plan.
8	7.2	Production Ready LS Solution that has the functionality enable Users to analyze and report litigation trends, patterns, and relationships in case law, such as key facts that are influencing outcomes in litigation. This report should include, where relevant, the relative importance of the specific input features used to generate the analysis.	60 business days from acceptance of updated IRSS Plan.
9	7.2	Production Ready LS Solution that has the functionality to generate reports that include the information under section 8.2, Items 6, 7, and 8 of this document.	60 business days from acceptance of updated IRSS Plan.

### 8.3 Stage III (B): Launch of the Production Ready LS Solution, Hosting, Support and Training

Item	Ref.	Deliverables	Timelines
1	7.2	Access to a hosted and managed Production Ready LS Solution and provide maintenance and support services.	10 business days from contract amendment award.
2	7.2	Training services based on the accepted IRSS plan.	As identified in section 8.2, Item 1 of this document.
3	7.2	Output Data Set in XML or CSV format and promptly destroy the set in the Contractor's control and, if requested by Canada, deliver to Canada a certificate executed by the Contractor confirming compliance with the destruction obligation.	Within 5 business days following a request from the Project Authority.
4	7.2	Complete copy of all components of the accepted Production Ready LS Solution, including but not limited to, the algorithm and all related source and object code.	Within 5 days of the suspension or termination of the Contract or 6 months prior to expiration of the contract.

5	7.2	Copy of the last instance of the Structured Data Set in XML or CSV format that supports the Production Ready LS Solution and related source code.	Within 5 days on suspension or termination of the Contract or 6 months prior to expiration of the Contract.
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#### 8.4 IRCC Activities and Timelines:

Item	Activities	Estimated Timelines
1	Acceptance of all deliverables associated to the Production Ready LS Solution deliverable.	15 business days from the completion of all deliverables. The Project Authority will use this time to review and perform its inspection. This is called the "Acceptance Period".
2	Notice of discrepancies, errors, or other deficiencies identified by the Project Authority.	If the Project Authority provides notice of a deficiency during the Acceptance Period, the Contractor must address the deficiency as soon as possible and notify Canada in writing once the work is complete, at which time the Project Authority will be entitled to re-inspect the work before acceptance and the Acceptance Period will begin again.
3	Provide support resources for development of Structured Data Set and LS Solution.	Resources will be available to assist in Stage II and Stage III (A) to design and build the LS Solution. During the development of the Structured Data Set, resources will be available for a maximum of 8 hours per week. For the balance of the development activities, resources will be available for a maximum of 5 hours per week.

#### 9. Reporting Requirements

The Contractor must provide weekly status reports to the Project Authority in English in Microsoft Word or PDF outlining progress for the given period, any issues or considerations and upcoming milestones.

#### 10. Client Support

The Project Authority will be responsible for supporting the coordination of the overall project, providing as-required direction and guidance to the Contractor, and accepting and approving deliverables on behalf of IRCC.

The Project Authority will ensure that appropriate subject matter experts are available to support the Contractor as required, to provide input, answer questions, evaluate deliverables for acceptance, and participate in meetings to enable the Contractor to proceed on schedule with the completion of all required deliverables.

As required, the Project Authority will provide ongoing timely support to the Contractor within the scope of the Statement of Work.

The Project Authority will make facilities available for web based training purposes.

## **11. Meetings**

Kick-off meetings are mandatory and (via teleconference) will be held for Stages II and III of the project and may take up to one full working day (7.5 hours). Additional meetings (by phone or in-person) will be held every week between the Project Authority and the Contractor in order to provide status updates, answer questions, and discuss issues following the commencement of the work; the length of these meetings will be determined by the amount of discussion required by either party. Both parties will be available to attend any reasonably requested ad hoc meeting.

In addition to the weekly meetings with the Project Authority, the Contractor must be available to meet during Stage III with IRCC on a monthly basis via teleconference to provide brief updates on the project and discuss any issues (current or anticipated). Meetings with members of the PUG will be held in person or via teleconference.

## **12. Location of Work**

Training and project review meetings may be conducted by teleconference.

## **13. Official Language Requirements and Language of Work**

The primary language of work will be in English and all reports, technical documents, and project updates must be provided in English.

The Prototype Solution, including the interface, must be in English. The Production Ready LS Solution, including the interface, must be in English.

## **14. Travel and Living**

Travel is not required for this work. Therefore, travel and living expenses will not be reimbursed under any resulting Contract.

**ANNEX C**  
**METHOD AND BASIS OF PAYMENT**

**1. Initial Work**

**1.1 Stage II - Initial Work to develop and deliver the LS Solution Prototype**

<b>Table 1 - Firm All-Inclusive Price</b> (applicable taxes included) for the Stage II Work as described in article 7.1 of the Statement of Work in Annex B. Develop and deliver a LS Solution Prototype, including providing access to and use of the LS Solution Prototype for 12 Users during the initial contract period:			
<b>Item #</b>	<b>Description</b>	<b>Due Date</b>	<b>Firm All-Inclusive Price</b>
<b>1</b>	Deliverable No. 8.1.1, 8.1.2, 8.1.3, 8.1.4, 8.1.5, 8.1.6 and 8.1.7 of the Statement of Work in Annex B	70 business days from Project Launch	\$

**2. Optional Goods and Services**

**2.1 Stage III-A – Finalization and delivery the LS Solution**

<b>Table 2 - Firm All-Inclusive Price</b> (applicable taxes included) for the Optional Stage III-A work described in article 7.2 of the Statement of Work in Annex B - Finalization of the LS Solution:			
<b>Item #</b>	<b>Description</b>	<b>Due Date</b>	<b>Firm All-Inclusive Price</b>
<b>1</b>	Deliverable No. 8.2.1, 8.2.2, 8.2.3, 8.2.4, 8.2.5, 8.2.6, 8.2.7, 8.2.8 and 8.2.9 of the Statement of Work in Annex B	60 business days from acceptance of updated IRSS Plan	\$

2.2 Stage III (B) - Optional Additional Access to LS Solution (6 months)

Table 3 - Firm all-inclusive price for Optional 6 month Hosting and Managing of the LS Solution, including access to and use of the LS Solution and Maintenance and Support Services, Training as described in the Statement of Work in Annex B:		
Item#1	Description	Option Period 1
1	Optional 6 month Hosting and Managing services including access to and use of the LS Solution for 25 users.	

Table 4 - Firm all-inclusive price for Optional 1-year Hosting and Managing of the LS Solution, including access to and use of the LS Solution and Maintenance and Support Services (including Training) as described in the Statement of Work in Annex B:				
Item #	Description	Option Period 2	Option Period 3	Option Period 4
		Firm All-Inclusive Price	Firm All-Inclusive Price	Firm All-Inclusive Price
1	Optional 1-year Hosting and Managing services including access to and use of the LS Solution for 25 users.	\$	\$	\$

### 2.3 Optional Task Authorized Work

<b>Table 5 - Firm all-inclusive per diem rates for each Category of Work including overhead and profit, and excluding materials and supplies, applicable taxes extra to be provided on an "as and when requested basis" as described in Statement of Work in Annex B:</b>				
<b>Item #</b>	<b>Category of Work</b>	<b>Option Period 1</b>	<b>Option Period 2</b>	<b>Option Period 3</b>
		<b>Firm All- Inclusive Price per user</b>	<b>Firm All- Inclusive Price per user</b>	<b>Firm All- Inclusive Price per user</b>
1	Application/ Software Architect	\$	\$	\$
2	Programmer/ Software Developer	\$	\$	\$
3	Tester	\$	\$	\$
4	Web Developer	\$	\$	\$
5	Web Graphics Designer	\$	\$	\$
6	Data Conversion Specialist	\$	\$	\$
7	Database Modeller/ Information Management Modeller	\$	\$	\$
8	Business Analyst	\$	\$	\$
9	Technical Writer	\$	\$	\$
10	Project Coordinator	\$	\$	\$
11	Project Manager	\$	\$	\$
12	Quality Assurance Specialist/ Analyst	\$	\$	\$
13	Data Scientist	\$	\$	\$
14	Data Researcher	\$	\$	\$

### **3. Method of Payment**

#### **3.1 Advance Payment – For Optional 6 month and 1-year hosting and managing, including access to and use of the LS Solution and training for 25 users.**

Canada will pay the Contractor in advance for the Work 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.

#### **3.2 Multiple Payment – For Stage II, Stage III - A and Stage III – B Optional Training and Task Authorized Work**

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

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



# ANNEX D

## TASK AUTHORIZATION (TA) FORM

<b>Contractor:</b>		<b>Contract Number:</b>	
<b>Commitment: #</b>		<b>Financial Coding:</b>	
<b>Task Number (Amendment):</b>		<b>Issue Date:</b>	<b>Response Require By:</b>
<b>1. Statement of Work (Work Activities, Certifications and Deliverables)</b>			
See attached for Statement of Work and Certifications required.			
<b>2. Period of Service:</b>	<b>From (Date)</b>		<b>To (Date)</b>
<b>3. Work Location:</b>			
<b>4. Travel Requirements:</b>			
<b>5. Language Requirement:</b>			
<b>6. Other Conditions/Constraint s:</b>			
<b>7. Level of Security Clearance required for the Contractor Personnel:</b>	N/A		
<b>8. Contractor's Response:</b>			
<b>Category and Name of Proposed Resource</b>	<b>PWGSC Security File Number</b>	<b>Per Diem Rate</b>	<b>Estimated # of Days</b>
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		

<b>Estimated Cost</b>		
<b>Applicable Taxes</b>		
<b>Total Labour Cost</b>		
<b>Firm Price TA</b>		
<b>Contractor's Signature</b>		
Name, Title and Signature of Individual Authorized to sign on behalf of the <b>Contractor</b> (type or print)  _____  _____	Signature:  _____  Date:  _____  —	
<b>Approval – Signing Authority</b>		
<b>Signatures (Client)</b> Name, Title and Signature of Individual Authorized to sign:  Technical Authority:  _____  —  Date:  _____  —	<b>Signatures (PWGSC)</b>  Contracting Authority <sup>1</sup> :  _____  —  Date:  _____  —	
<sup>1</sup> Signature required for TA valued at \$ _____ or more, Applicable Taxes included.		
You are requested 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 services listed herein and in any attached sheets at the price set out thereof.		

# **ANNEX E**

## **Supply Chain Integrity for SaaS Procurements**

### **1.1 On-going Supply Chain Integrity Process**

- 1.1.1 The Contractor acknowledges that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of Cloud Services will be required with respect to this Contract.
- 1.1.2 The parties acknowledge that Canada reserves the right to review the native Cloud Services and third party marketplace services of any Contractor in whole or in part at any time for supply chain integrity concerns. This acknowledgement does not obligate the Contractor to support the SCI review.
- 1.1.3 Throughout the Contract Period and any optional periods, the Contractor must provide to Canada information relating to any data breach of the Contractor's network of which it knows, that results in either
  - (a) any unlawful access to Canada's content stored on Contractor's equipment or facilities, or
  - (b) any unauthorized access to such equipment or facilities, where in either case such access results in loss, disclosure or alteration of Canada's content in relation to change of ownership, to the Cloud Services under this Contract that would compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications of Canada

### **1.2 Sub-processors**

- 1.2.1 The Contractor must provide a list of Sub-processors that could be used to perform any part of the Cloud Services in providing Canada with the Cloud Services. The list must include the following information
  - I. the name of the Sub-processor;
  - II. the identification of the scope activities that would be performed by the Sub-processor; and
  - III. the country (or countries) where the Sub-processor would perform the activities required to support the Cloud Services.
- 1.2.2 The Contractor must provide a list of Sub-processors prior to Contract award, in accordance with the attached forms. The Contractor must provide Canada notice (by updating the website and providing Customer with a mechanism to obtain notice of that update) of any new Sub-processor at least 14-days in advance of providing that Sub-processors with access to Customer Data or Personal Data.

### **1.3 Change of Control**

- 1.3.1 If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 90 calendar days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- 1.3.2 If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 30 calendar days of receiving Canada’s determination, arrange for another subcontractor, acceptable to Canada, to deliver the portion of the Cloud Services being delivered by the existing subcontractor (or the Contractor must deliver this portion of the Cloud Services itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 120 calendar days of receiving the original notice from the Contractor regarding the change of control.
- 1.3.3 In this Article, termination on a “no-fault” basis means that neither party will be liable to the other in connection with the change of control and the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.
- 1.3.4 Despite the foregoing, Canada’s right to terminate on a “no-fault” basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner.

# ANNEX F

## NON-DISCLOSURE AGREEMENT RELATED TO SUPPLY CHAIN INTERGRITY

Note to Contractor: Please note that this Non-Disclosure Agreement only covers Supply Chain Integrity requirements.

By presenting a Submission, the Contractor agrees to the terms of the non-disclosure agreement below (the “**Non- Disclosure Agreement**”):

1. The Contractor agrees to keep confidential any information it receives from Canada regarding Canada's assessment of the Contractor's Supply Chain Security Information (the “**Sensitive Information**”) including, but not limited to, which aspect of the Supply Chain Security Information is subject to concern, and the reasons for Canada's concerns.
2. Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise and whether or not that information is labeled as classified, proprietary or sensitive.
3. The Contractor agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Contractor who has a security clearance commensurate with the level of Sensitive Information being accessed, without the prior written consent of the Supply Chain Security Authority. The Contractor agrees to immediately notify the Supply Chain Security Authority if any person, other than those permitted by this Article, accesses the Sensitive Information at any time.
4. All Sensitive Information will remain the property of Canada and must be returned to the Supply Chain Security Authority or destroyed, at the option of the Supply Chain Security Authority, if requested by the Supply Chain Security Authority, within 30 days following that request.
5. The Contractor agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Contractor, or immediate termination of any resulting Contract(s). The Contractor also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Contractor's security clearance and review of the Contractor's status as an eligible Contractor for other requirements.
6. This Non-Disclosure Agreement remains in force indefinitely.

# ANNEX G

## QUALIFICATION REQUIREMENTS (SECURITY REQUIREMENTS FOR SOFTWARE AS A SERVICE)

The following twenty (20) Security requirements must be met in order to demonstrate compliance with Tier 2 Assurance (**Up to and including Protected B Data**).

### 1. Tier 2 Assurance (Up to and including Protected B Data).

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
M1	Roles and Responsibilities for Security	The Contractor must clearly delineate the roles and responsibilities for the security controls and features of the Services between the Contractor (any Contractor Sub-processors, as applicable) and Canada.	In the document, the Contractor must include, at a minimum, the parties' roles and responsibilities for: (i) account management; (ii) boundary protection; (iii) asset and information system backup; (iv) incident management; (v) System monitoring; and (vi) vulnerability management.
M2	Master / Root Account Management	The Contractor of the proposed Commercially Available Software as a Service must have the ability to protect the confidentiality, integrity and availability of GC Master Account information and credentials used to establish the GC cloud environment. This includes ensuring that credentials remain within the geographic boundaries of Canada.	<p>The Contractor must demonstrate compliance by providing documentation outlining the Commercially Available Software as a Service's ability to protect the confidentiality, integrity and availability of GC Master Account information and credentials used to establish the GC cloud environment.</p> <ol style="list-style-type: none"><li>1) To be considered compliant, the provided documentation must include:<ol style="list-style-type: none"><li>a) System documentation or white paper that outlines the policies, processes and procedures used to protect the confidentiality, integrity and availability of GC Master Account information and credentials used to establish the GC cloud environment.</li></ol></li><li>3) The substantiation required for the Master / Root Account Management, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Contractor of the proposed Commercially Available Software as a Service meets the requirement. Contractors can provide screen captures and technical or end-user documentation to supplement their responses. The</li></ol>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
			<p>Contractors must indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Contractor will be declared non-compliant. The substantiation may refer to additional documentation submitted with the response, it is requested that Contractors indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

M3	Data Protection Isolation	<p>The proposed Services must provide the GC the ability to isolate data in Canada in an approved data center.</p> <p>For the purposes of this solicitation, an Approved Data Centre is defined as the following:</p> <ul style="list-style-type: none"> <li>a) A data center that is geographically located in Canada; and</li> <li>b) A data centre that meets all security requirements and certifications identified.</li> </ul> <p>Data Center Facilities Requirements:</p> <p>The Contractor of the proposed Commercially Available Software as a Service must ensure that security measures are implemented for the protection of IT facilities and information system assets on which Canada data is stored and processed against all forms of tampering, loss, damage, and seizure, and that is based on a prevent- detect-respond-recover approach to physical security. Physical protection measures must be applied in accordance with, or use an adequate risk-based approach aligned with the physical and environmental protection (PE), maintenance (MA), and media protection (MP) security controls outlined in ITSG-33 Government of Canada Security Control Profile for Cloud-Based GC IT Services for PBMM and the practices in the Royal Canadian Mounted Police (RCMP) guidance and standards on physical security.</p> <p>This includes, at a minimum</p> <ul style="list-style-type: none"> <li>a) sufficient redundancy and recovery capabilities within and between its IT facilities including being geographically disparate such that the loss of one data center does not prohibit recovery of data within the prescribed Service Level Agreement;</li> <li>b) proper handling of IT media;</li> <li>c) controlled maintenance of information systems and their components to protect their integrity and ensure their ongoing availability;</li> <li>d) controlled access to information system output devices to prevent unauthorized access to Canada's data;</li> <li>e) limiting physical access to its information system assets to authorized employees and contractors based on position or role and the need-to-access principle, and validated by two forms of identification;</li> <li>f) escorting visitors and monitoring visitor activity;</li> <li>g) maintaining audit logs of physical access;</li> </ul>	<p>The Contractor must provide documentation that demonstrates how the Contractor of the proposed Services complies with the requirements in the Data Center Facilities Requirements</p> <p>To be considered compliant, the provided documentation must include:</p> <ul style="list-style-type: none"> <li>a) system documentation or technical documentation outlining and detailing the security measures including policies, processes and procedures that are implemented for the protection of IT facilities and information system assets on which GC data is stored and processed against all forms of tampering, loss, damage, and seizure, and that is based on a prevent- detect-respond-recover approach to physical security.</li> </ul> <p>The substantiation required for Data Center Facilities Requirements - , the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Commercially Available Software as a Service meets the requirement. Contractors can provide screen captures and technical or end-user documentation to supplement their responses. The Contractors must indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Contractor will be declared non-compliant. The substantiation may refer to additional documentation submitted with the response, it is requested that Contractors indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>
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Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
		<p>h) controlling and managing physical access devices;</p> <p>i) enforcing safeguarding measures for Canada data at alternate work sites (e.g., telework sites); and</p> <p>j) recording and monitoring all physical access to data center facilities and all logical access to information system components hosting Canada's data using a combination of access logs and video surveillance in all sensitive areas and intrusion detection mechanisms.</p>	
<b>M4</b>	<b>Data Segregation</b>	<p>The Contractor must, for both Tiers, implement controls to ensure appropriate isolation of resources such that Information Assets are not co-mingled with other tenant data, while in use, storage or transit, and throughout all aspects of the Contractor's Service's and Contractor Infrastructure's functionality and system administration. This includes implementing access controls and enforcing appropriate logical or physical segregation to support:</p> <p>(a) The separation between Contractor's internal administration from resources used by its customers; and</p> <p>(b) The separation of customer resources in multi-tenant environments in order to prevent one malicious or compromised consumer from affecting the service or data of another.</p>	<p>The Contractor must provide documentation that demonstrates how the Contractor of the proposed Services complies with the requirements.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
<b>M5</b>	<b>Data Protection</b>	<p>The Contractor of the proposed Commercially Available Software as a Service must have the ability or the Government of Canada to store and protect its information at rest, including data in backups or maintained for redundancy purposes within the geographic boundaries of Canada.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>a) Identifying and providing the Government of Canada with an up-to-date list of physical locations including city which may contain Canada's data in Canada for each data centre that will be used to provide Services.</li> <li>b) Identifying which portions of the Services are delivered from outside of Canada including all locations where data is stored and processed and where they manage the service from.</li> <li>c) ensuring the infeasibility of finding a specific customer's data on physical media; and</li> <li>d) Employing encryption to ensure that no data is written to a disk in an unencrypted form.</li> </ul> <p>Contractors please note:</p> <p>Contractors are advised that subsequent procurement Streams may require the Contractor of the proposed Commercially Available Software as a Service to notify Canada when there are updates to the list of physical locations which may contain Canada's data.</p>	<p>The Contractor must demonstrate compliance by providing documentation outlining proposed Commercially Available Software as a Service's ability to isolate data in Canada in an approved data center.</p> <p>To be considered compliant, the provided documentation must include the following:</p> <ul style="list-style-type: none"> <li>a) Screen shots of the available data center where Canadian data centers are on the availability list; and</li> <li>b) A list or map indicating where geographically the data centers are located in Canada.</li> </ul> <p>The substantiation required for this criteria cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Commercially Available Software as a Service meets the requirement. Contractors can provide screen captures and technical or end-user documentation to supplement their responses.</p> <p>Where Canada determines that the substantiation is not complete, the Contractor will be declared non-compliant. The substantiation may refer to additional documentation submitted with the Submission, it is requested that Contractors indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>
<b>M6</b>	<b>Data Center Facilities</b>	<p>The Contractor of the proposed Commercially Available Software as a Service must ensure that security measures are implemented for the protection of IT facilities and information system assets on which GC data is stored and processed against all forms of tampering, loss, damage, and seizure, and that is based on a prevent- detect-respond-recover approach to physical security. Physical protection measures must be applied in accordance with, or use an adequate risk-based approach aligned with the physical aligned with the physical security controls and the practices in the Treasury Board Operational Security Standard on Physical Security (<a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12329">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12329</a>) . The security measures required under this include, at a minimum;</p> <ul style="list-style-type: none"> <li>a) sufficient redundancy and recovery capabilities within and between its IT facilities including being geographically disparate such that the loss of one data center does not prohibit recovery of data within the prescribed Service Level Agreement;</li> </ul>	<p>The Contractor must provide documentation that demonstrates how the Contractor of the proposed Services complies with the requirements in the Data Center Facilities Requirements.</p> <p>To be considered compliant, the provided documentation must include:</p> <ul style="list-style-type: none"> <li>a) system documentation or technical documentation outlining and detailing the security measures including policies, processes and procedures that are implemented for the protection of IT facilities and information system assets on which Canada data is stored and processed against all forms of tampering, loss, damage, and seizure, and that is based on a prevent- detect-respond-recover approach to physical security.</li> </ul> <p>The substantiation required for Data Center Facilities Requirements, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Commercially Available Software as a Service meets the requirement. Contractors can provide screen captures and technical or end-user documentation to supplement their responses.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
		<ul style="list-style-type: none"> <li>b) proper handling of IT media;</li> <li>c) controlled maintenance of information systems and their components to protect their integrity and ensure their ongoing availability;</li> <li>d) controlled access to information system output devices to prevent unauthorized access to Canada's data;</li> <li>e) limiting physical access to its information system assets to authorized employees and contractors based on position or role and the need-to-access principle, and validated by two forms of identification;</li> <li>f) escorting visitors and monitoring visitor activity;</li> <li>g) maintaining audit logs of physical access;</li> <li>h) controlling and managing physical access devices;</li> <li>i) enforcing safeguarding measures for GC data at alternate work sites (e.g., telework sites); and</li> <li>j) recording and monitoring all physical access to data center facilities and all logical access to information system components hosting Canada's data using a combination of access logs and video surveillance in all sensitive areas and intrusion detection mechanisms.</li> </ul>	<p>Where Canada determines that the substantiation is not complete, the Contractor will be declared non-compliant. The substantiation may refer to additional documentation submitted with the response, it is requested that Contractors indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>
M7	Personnel Security	<p>The Contractor of the proposed Commercially Available Software as a Services must implement security measures that grant and maintain the required level of security screening for its respective personnel, as well as the personnel of any subcontractor personnel pursuant to their access privileges to information system assets on which Canada's Data is stored and processed.</p> <p>Screening measures must be applied in accordance with the definition and practices in the Treasury Board Standard on Security Screening (<a href="https://www.tbs-sct.gc.ca/bol/doc-eng.aspx?id=28115">https://www.tbs-sct.gc.ca/bol/doc-eng.aspx?id=28115</a>), or use an acceptable equivalent agreed to by Canada. This includes, at a minimum:</p> <ul style="list-style-type: none"> <li>a Personnel Security) description of the employee and subcontractor positions that require access to Canada's Data or have the ability to affect the confidentiality, integrity or availability of the Services;</li> </ul>	<p>The Contractor must provide documentation that demonstrates how the Contractor of the proposed Services complies with the requirements in the Personnel Security Requirements.</p> <p>To be considered compliant, the provided documentation must include:</p> <ul style="list-style-type: none"> <li>a) system documentation or technical documentation outlining and detailing the security measures including the policies, processes and procedures that are used to grant and maintain the required level of security screening for the Contractor and subcontractor personnel pursuant to their access privileges to information system assets on which Canada's Data is stored and processed.</li> </ul> <p>The substantiation required in the Personnel Security Requirements, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Contractor of the proposed Commercially Available Software as a Service meets the requirement. Contractors can provide screen captures and technical or end-user documentation to supplement their responses. The Contractors must indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
		<p>b) process for ensuring that employees and contractors understand, are aware, and fulfil, their responsibilities for information security, and are suitable for the roles for which they are considered;</p> <p>c) process for security awareness and training as part of employment on boarding and when employee and subcontractor roles change;</p> <p>d) process that is enforced when an employee or subcontractor changes their role or when employment is terminated; and</p> <p>e) approach for detecting potential malicious insiders and controls implemented to mitigate the risk of access to GC data and/or effect on the reliability of cloud services hosting GC assets and data</p>	<p>Where Canada determines that the substantiation is not complete, the Contractor will be declared non-compliant. The substantiation may refer to additional documentation submitted with the response, it is requested that Contractors indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>
M8	Third Party Assurance	<p>The Contractor of the proposed Commercially Available Software as a Service must be designed and developed to ensure the security of their proposed Commercially Available Software as a Service, including, implementing information security policies, procedures, and security controls.</p> <p>The Contractor of the proposed Commercially Available Software as a Service must also comply with the security requirements selected in the GC Security Control Profile for Cloud-Based GC IT Services for Protected B. Medium Integrity and Medium Availability (PBMM) for the scope of the proposed Commercially Available Software as a Service provided.</p> <p>Compliance will be validated and verified through the Canadian Centre for Cyber Security (CCCS) Cloud Service Provider (CSP) Information Technology (IT) Security Assessment Process (ITSM.50.100) (<a href="https://cyber.gc.ca/en/guidance/cloud-service-provider-information-technology-security-assessment-process-itism50100">https://cyber.gc.ca/en/guidance/cloud-service-provider-information-technology-security-assessment-process-itism50100</a>).</p> <p>Any Contractor that has participated in the process must provide documentation to confirm that they have completed the on-boarding process with (i) a copy of the most recent completed assessment report provided by CCCS; and (ii) a copy of the most recent summary report provided by CCCS. This will accelerate the qualification process and at the same doesn't require the Contractor to demonstrate the compliance</p>	<p>The Contractor must demonstrate how the Contractor of the proposed Commercially Available Software as a Service complies with the requirements in the Third Party Assurance Requirements. Compliance must be demonstrated through the mapping of security controls to the applicable industry certifications identified below, and validated through independent third party assessments.</p> <p>The Contractor must provide each of the following industry certifications to demonstrate compliance:</p> <ol style="list-style-type: none"> <li>1) ISO/IEC 27001:2013 Information technology -- Security techniques -- Information security management systems -- Requirements; and</li> <li>2) ISO/IEC 27017:2015 Information technology -- Security techniques -- Code of practice for information security controls based on ISO/IEC 27002 for cloud services; and</li> <li>3) AICPA Service Organization Control (SOC) 2 Type II for the trust principles of security, availability, processing integrity, and confidentiality.</li> </ol> <p>Each certification or assessment report must:</p> <ol style="list-style-type: none"> <li>a) Be valid as of the Submission date;</li> <li>b) Identify the legal business name of the proposed Commercially Available Software as a Service and Cloud Service Provider;</li> <li>c) Identify the current certification date and/or status;</li> <li>d) Identify the list of Assets, Contractor Infrastructure, and Service Locations within the scope of the certification report.</li> <li>e) The scope of the report must map to locations and services offered by the proposed Commercially Available Software as a Service. If the carved-out</li> </ol>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
		<p>To initiate the on-boarding process, the Contractor should contact the CCCS Client Services to receive a copy of the onboarding submission form and any additional information related to the CSP IT Assessment Program.</p>	<p>method is used to exclude subservice organizations such as data centre hosting, the subservice organization's assessment report must be included; and</p> <p>f) Be issued from an independent third party qualified under AICPA or CPA Canada, and/or ISO certification regime and that conforms to ISO/IEC 17020 quality system standard.</p> <p>The Contractor can provide additional supplementary evidence from system security plans, information system design, information system architecture, or documents that provide a comprehensive system description, such as assessment of its Services against the Cloud Security Alliance (CSA) Cloud Control's Matrix (CCM) version 3.01 or subsequent version, to support the claims from the above certifications, in order to demonstrate compliance to the GC Security Control Profile for Cloud-Based GC IT Services for Protected B, Medium Integrity and Medium Availability (PBMM).</p> <p>Please note</p> <ul style="list-style-type: none"> <li>• Certifications must be provided for all portions of the proposed Service.</li> <li>• Certifications must be accompanied by assessment reports.</li> </ul>
M9	IT Security Assessment Program	<p>The Contractor must demonstrate compliance with the security requirements selected in the GC Security Control Profile for Cloud-Based GC IT Services available (<a href="https://www.canada.ca/en/government/system/digital-governance/modern-emerging-technologies/cloud-computing/government-canada-security-control-profile-cloud-based-it-services.html">https://www.canada.ca/en/government/system/digital-governance/modern-emerging-technologies/cloud-computing/government-canada-security-control-profile-cloud-based-it-services.html</a>) for the scope of the Services provided by the Contractor in the IT Security Assessment Program.</p>	<p>The Contractor must demonstrate compliance with the security requirements selected in the GC Security Control Profile for Cloud-Based GC IT Services available (<a href="https://www.canada.ca/en/government/system/digital-governance/modern-emerging-technologies/cloud-computing/government-canada-security-control-profile-cloud-based-it-services.html">https://www.canada.ca/en/government/system/digital-governance/modern-emerging-technologies/cloud-computing/government-canada-security-control-profile-cloud-based-it-services.html</a>) for the scope of the Services provided by the Contractor in the IT Security Assessment Program under Section 4 entitled "Obligations Cloud Service Provider (CSP) IT Security Assessment Program)" of Annex B - Security &amp; Privacy Obligations.</p> <p>Compliance must be demonstrated through the mapping of security controls to the applicable industry certifications identified below, and validated through independent third party assessments.</p> <p>Mapping of the Security Controls must a included;</p> <p>GC Security Control Profile for Cloud-Based GC IT Services , and</p> <p>Industry Certification in Third-Party Assurance detailed under Tier 2 M8.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
M10	Supply Chain Management	<p>The Contractor must provide a third-party Contractor list containing information on any third parties (e.g. subsidiaries, subcontractors, etc.) that would provide Canada with the proposed Commercially Available Software as a Service.</p> <p>For the purposes of this requirement, a company who is merely a Contractor of goods to the Contractor of the proposed Commercially Available Software as a Service, but who does not perform any portion of the supply chain that could provide Canada with the proposed Commercially Available Software as a Service, is not considered to be a third party.</p> <p>Third party examples would include, for example, technicians who might be deployed or maintain the Commercially Available Software as a Services of the Contractor has been proposed by the Contractor.</p> <p>Please note: Contractors are advised that subsequent procurement Streams may require the Contractor to notify Canada regularly when there are updates to the list of third-party Contractors.</p>	<p>The Contractor must provide documentation that lists information on any third parties that could be used to perform any part of the supply chain that would provide Canada with the proposed Commercially Available Software as a Service whether they would be</p> <ul style="list-style-type: none"> <li>(i) subcontractors to the Contractor, or</li> <li>(ii) subcontractors to subcontractors of the Contractor down the chain, OR</li> <li>(iii) any subsidiaries.</li> </ul> <p>The Contractor must fill out the Form 6 - SCI Submission Template as provided under this RFSA.</p> <p>If the Contractor does not use any third parties to perform any part of the supply chain that could provide Canada with the proposed Commercially Available Software as a Service, the Contractor is requested to indicate this in their response to this requirement.</p> <p>The Contractors must indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
M11	Supply Chain Risk Management	<p>The Contractor of the proposed Commercially Available Software as a Services must implement safeguards to mitigate supply chain threats and vulnerabilities to IT services in order to maintain confidence in the security of the sources of information systems and the IT components used to provide Services. This includes, but is not limited to designing and implementing controls to mitigate and contain data security risks through proper separation of duties, role-based access, and least-privilege access for all personnel within the supply chain.</p>	<p>The Contractor must demonstrate how the Contractor of the proposed Commercially Available Software as a Service complies with the requirements in the Supply Chain Risk Management Requirements as documented under the Contractor Information Technology Security Assessment program.</p> <p>To be considered compliant, the provided documentation must demonstrate that the Commercially Available Software as a Service supply chain risk management approach aligns with one of the following best practices.</p> <ol style="list-style-type: none"> <li>1. ISO/IEC 27036 Information technology -- Security techniques -- Information security for Contractor relationships (Parts 1 to 4); or</li> <li>2. NIST Special Publication 800-161 - Supply Chain Risk Management Practices for Federal Information Systems and Organizations; or</li> <li>3. ITSG-33 security control for SA-12 and SA-12(2) where the organized defined security safeguards is documented in a Supply Chain Risk Management (SCRM) plan. The SCRM Plan must describe the Contractor's approach to SCRM and demonstrate how the Contractors of the proposed Commercially Available Software as a Service will reduce and mitigate supply chain risks.</li> </ol> <p>The SCRM Plan must be independently assessed and validated by an independent third party certified under AICPA or CPA Canada, and/or ISO certification regime.</p> <p>The Contractors must indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>



Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
M12	Privacy	<p>The Contractor of the proposed Commercially Available Software as a Service must demonstrate that it is compliant with the privacy policies, procedures, and provisions that meet the following industry certification:</p> <p>a) ISO/IEC 27018:2014 Information technology -- Security techniques -- Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors.</p> <p>Please note: Contractors are advised that subsequent procurement Streams may require the Contractor to confirm to Canada on a regular basis that the proposed Commercially Available Software as a Service meets the above certification, and that the certification is valid for the full term of the procurement vehicle.</p>	<p>To demonstrate compliance to the certification, the Contractor must provide:</p> <p>a) A copy of the Commercially Available Software as a Service and Cloud Service Provider most recent and ISO 27018 certification documents, which must have been issued within 12 months prior to the Submission date; and</p> <p>b) A copy of the ISO 27018 assessment report for their current Commercially Available Software as a Services and Cloud Service Provider.</p> <p>The Contractors must indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>



Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
M13	Privacy by Design	<p>The Contractor must demonstrate that it:</p> <ul style="list-style-type: none"> <li>(a) Implements a software development lifecycle that conforms to ISO 27032 and implements privacy by design;</li> <li>(b) Is compliant with the Privacy Management Framework and policy requirements that are specified in the ISO Standard 29100; and</li> <li>(c) Adheres to the privacy by design 7 foundational principles (see <a href="https://www.ipc.on.ca/wp-content/uploads/Resources/7foundationalprinciples.pdf">https://www.ipc.on.ca/wp-content/uploads/Resources/7foundationalprinciples.pdf</a>).</li> </ul>	<p>The Contractor must provide documentation that demonstrates how the Contractor of the proposed Services complies with the requirements.</p> <p>The Contractors must indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
M14	Privileged Access Management	<p>The Contractor of the proposed Commercially Available Software as a Service must provide system documentation that demonstrates how to the Software as a service is able to meet the following security requirements Privileged Access Management Requirements:</p> <p>(a) Manage and monitor privileged access to the Solution, including the underlying infrastructure, to ensure that all service interfaces within a multi-tenant environment are protected from unauthorized access, including those that are used to host GC services;</p> <p>(b) Restrict and minimize access to the Services and Canada's Information Assets to only authorized devices and End Users with an explicit need to have access;</p> <p>(c) Enforce and audit authorizations for access to the Services and Information Assets;</p> <p>(d) Constrain all access to service interfaces that host Assets and Information Assets to uniquely identified, authenticated and authorized End Users, devices, and processes (or services);</p> <p>(e) Implement password policies to protect credentials from compromise by either on-line or off-line attacks and to detect these attacks by logging and monitoring events such as (i) successful use of credentials (ii) unusual use of credentials, and (iii) access to and exfiltration from the password database, in accordance with CSE's ITSP.30.031 V2 (or subsequent versions) (<a href="https://www.cse-cst.gc.ca/en/node/1842/html/26717">https://www.cse-cst.gc.ca/en/node/1842/html/26717</a>);</p> <p>(f) Implement multi-factor authentication mechanisms to authenticate (Tier 2 only) End Users with privileged access, in accordance with CSE's ITSP.30.031 V2 (or subsequent versions) (<a href="https://www.cse-cst.gc.ca/en/node/1842/html/26717">https://www.cse-cst.gc.ca/en/node/1842/html/26717</a>);</p> <p>(g) Implement role-based access control mechanisms to assign privileges which form the basis to enforce access to Assets and Information Assets;</p> <p>(h) Define and implement separation of duties to achieve, at a minimum, separation of service management and administration roles from information system support roles, development roles from operational roles, and access management roles from other operational roles;</p>	<p>The Contractor must demonstrate compliance by providing documentation outlining the Commercially Available Software as a Service's ability to meet the security requirements related to the Privileged Access Management Requirements:</p> <p>To be considered compliant, the provided documentation must include:</p> <p>a) System documentation or white paper that outlines the policies, processes and procedures used to manage privileged access management.</p> <p>The substantiation required for the Privileged Access Management, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Contractor of the proposed Commercially Available Software as a Service meets the requirement. Contractors can provide screen captures and technical or end-user documentation to supplement their responses.</p> <p>Where Canada determines that the substantiation is not complete, the Contractor will be declared non-compliant. The substantiation may refer to additional documentation submitted with the response, it is requested that Contractors indicate where in Submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
		<p>(i) Adhere to the principles of least privilege and need-to-know when granting access to the Services and Assets and Information Assets;</p> <p>(j) Access controls on objects in storage and granular authorization policies to allow or limit access</p> <p>(k) Use security-hardened endpoints (e.g. computers, end user devices, jump servers, etc.) that are configured for least functionality (e.g. dedicated endpoint that does not have Internet browsing or open e-mail access) to provide support and administration of Services and Contractor Infrastructure;</p> <p>(l) Implement an automated process to periodically audit, at a minimum, account creation, modification, enabling, disabling, and removal actions; and</p> <p>(m) Upon the termination of employment, terminate or revoke authenticators and access credentials associated with any Services Personnel.</p>	

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
M15	Federation of Identity	<p><b>Federation of Identity</b></p> <p>The Contractor must have the ability for Canada to support federated identity integration including:</p> <ul style="list-style-type: none"> <li>(a) Implement multi-factor authentication mechanisms to authenticate End Users with privileged access, in accordance with CSE's ITSP.30.031 V2 (or subsequent versions) (<a href="https://www.cse-cst.gc.ca/en/node/1842/html/26717">https://www.cse-cst.gc.ca/en/node/1842/html/26717</a>);</li> <li>(b) Support for Security Assertion Markup Language (SAML) 2.0 and OpenID Connect 1.0 where the End User credentials and authentication to cloud services are under the sole control of Canada; and</li> <li>(c) Ability to associate Canada unique identifiers (e.g. a Canada unique ID, a Canada email address, etc.) with the corresponding cloud service user account(s).</li> </ul>	<p>The Contractor must provide documentation that demonstrates how the Contractor of the proposed Services complies with the requirements in the Federation of Identity.</p> <p>To be considered compliant, the provided documentation must include:</p> <ul style="list-style-type: none"> <li>a) System documentation or technical documentation outlining and detailing the security measures including policies, processes and procedures that are implemented for the protection of Federation of Identity.</li> </ul> <p>The substantiation required for in the Federation of Identity cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Commercially Available Software as a Service meets the requirement. Contractors can provide screen captures and technical or end-user documentation to supplement their responses. The Contractors must indicate where in the Submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Contractor will be declared non-compliant. The substantiation may refer to additional documentation submitted with the Submission, it is requested that Contractors indicate where in the Submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
M16	Endpoint Protection	<p><b>Endpoint Protection</b></p> <p>The Contractor must implement, manage, and monitor security-hardened endpoints to prevent against attacks and misuse in accordance with industry recognized configuration guidelines such as those found in NIST 800-123 (Guide to General Server Security), the Center for Internet (CIS) Benchmarks or an equivalent standard approved by Canada in writing.</p>	<p>The Contractor must provide documentation that demonstrates how the Contractor of the proposed Services complies with the requirements in the Endpoint Protection.</p> <p>To be considered compliant, the provided documentation must include:</p> <p>a) System documentation or technical documentation outlining and detailing the security measures including policies, processes and procedures that are implemented for Endpoint Protection.</p> <p>The substantiation required for in the Endpoint Protection the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Commercially Available Software as a Service meets the requirement. Contractors can provide screen captures and technical or end-user documentation to supplement their responses. The Contractors must indicate where in the Submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Contractor will be declared non-compliant. The substantiation may refer to additional documentation submitted with the Submission, it is requested that Contractors indicate where in the Submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
M17	Secure Development	<p><b>Secure Development</b></p> <p>The Contractor must implement a software and system development lifecycle that applies information system security engineering principles throughout the information system life cycle and in the development of software and websites and services, and conforms to industry standards and best practices, such as (i) NIST, (ii) ISO, (iii) ITSG-33, (iv) SAFECODE, or (v) Open Web Application Security Project (OWASP) standards such as Application Security Verification Standard (ASVS) or an equivalent standard approved by Canada in writing.</p>	<p>The Contractor must provide documentation that demonstrates how the Contractor of the proposed Services complies with the requirements in the Secure Development.</p> <p>To be considered compliant, the provided documentation must include:</p> <p>a) System documentation or technical documentation outlining and detailing the security measures including policies, processes and procedures that are implemented for the Secure Development.</p> <p>The substantiation required for in the Secure Development, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Commercially Available Software as a Service meets the requirement. Contractors can provide screen captures and technical or end-user documentation to supplement their responses. The Contractors must indicate where in the Submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Contractor will be declared non-compliant. The substantiation may refer to additional documentation submitted with the Submission, it is requested that Contractors indicate where in the Submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
M18	Contractor Remote Management	<p><b>Contractor Remote Management</b></p> <p>The Contractor must manage and monitor remote administration of the Contractor's Service that are used to host GC services and take reasonable measures to:</p> <ul style="list-style-type: none"> <li>(a) Implement multi-factor authentication mechanisms for authenticate remote access users, in accordance with CSE's ITSP.30.031 V2 (or subsequent versions) (<a href="https://www.cse-cst.gc.ca/en/node/1842/html/26717">https://www.cse-cst.gc.ca/en/node/1842/html/26717</a>);</li> <li>(b) Employ a CSEC Approved Cryptographic Algorithms cryptographic mechanisms to protect the confidentiality of remote access sessions;</li> <li>(c) Route all remote access through controlled, monitored, and audited access control points;</li> <li>(d) Expediently disconnect or disable unauthorized remote management or remote access connections;</li> <li>(e) Authorize remote execution of privileged commands and remote access to security-relevant information.</li> </ul>	<p>The Contractor must provide documentation that demonstrates how the Contractor of the proposed Services complies with the requirements in the Contractor Remote Management.</p> <p>To be considered compliant, the provided documentation must include:</p> <ul style="list-style-type: none"> <li>a) system documentation or technical documentation outlining and detailing the security measures including policies, processes and procedures that are implemented for the Contractor Remote Management</li> </ul> <p>The substantiation required for in the Contractor Remote Management, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Commercially Available Software as a Service meets the requirement. Contractors can provide screen captures and technical or end-user documentation to supplement their responses. The Contractors must indicate where in the Submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Contractor will be declared non-compliant. The substantiation may refer to additional documentation submitted with the Submission, it is requested that Contractors indicate where in the Submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
M19	Information Spillage	<p><b>Information Spillage</b></p> <p>(1) The Contractor must have a documented process that outlines its approach for an Information Spillage Incident. The process must be aligned with: (i) ITSG-33 Security Control for IR-9 Information Spillage Response; or (ii) another industry standard, approved by Canada in writing. Notwithstanding the foregoing, the Contractor's Information Spillage process must include, at a minimum:</p> <ul style="list-style-type: none"> <li>(a) A process for identifying the specific data elements that is involved in a System's contamination;</li> <li>(b) A process to isolate and eradicate a contaminated System; and</li> <li>(c) A process for identifying Systems that may have been subsequently contaminated and any other actions performed to prevent further contamination.</li> <li>(d) The Contractor will confirm a point of contact, proper procedures and an agreed upon secure form of communication to provide assistance where practicable for customer administrators.</li> </ul> <p>(2) Upon request of Canada, the Contractor must provide a document that describes the Contractor's Information Spillage Response Process. "Information Spillage</p> <p>(1) The Contractor must provide Canada with a document that outlines the process it follows to respond to an Information Spillage Incident. The process must be aligned with: (i) ITSG-33 Security Control for IR-9 Information Spillage Submission; or (ii) another best practice of Leading Service Providers approved by Canada in writing. Notwithstanding the foregoing, the Contractor's Information Spillage process must include, at a minimum:</p> <ul style="list-style-type: none"> <li>(a) A process for identifying the specific Information Asset that is involved in an Asset's or System's contamination;</li> <li>(b) A process to isolate and eradicate a contaminated Asset or System; and</li> <li>(c) A process for identifying Assets or Systems that may have been subsequently contaminated and any other actions performed to prevent further contamination.</li> </ul>	<p>The Contractor must provide documentation that demonstrates how the Contractor of the proposed Services complies with the requirements in Information Spillage.</p> <p>To be considered compliant, the provided documentation must include:</p> <ul style="list-style-type: none"> <li>a) System documentation or technical documentation outlining and detailing the security measures including policies, processes and procedures that are implemented for the protection of Information Spillage.</li> </ul> <p>The substantiation required for in the Information Spillage, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Commercially Available Software as a Service meets the requirement. Contractors can provide screen captures and technical or end-user documentation to supplement their responses. The Contractors must indicate where in the Submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Contractor will be declared non-compliant. The substantiation may refer to additional documentation submitted with the Submission, it is requested that Contractors indicate where in the Submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>



Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
		(2) The Contractor must provide an up-to-date information spillage process to Canada on an annual basis, or promptly following any Change to the Contractor's information spillage process.	

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance for Tier 2
M20	Cryptographic Protection	<p><b>Cryptographic Protection</b></p> <p>The Contractor must provide Canada with a document that outlines the process it follows to respond to an Information Cryptographic Protection.</p> <p>(a) Configure any cryptography used to implement confidentiality or integrity safeguards, or used as part of an authentication mechanism (e.g., VPN solutions, TLS, software modules, PKI, and authentication tokens where applicable), in accordance with Communications Security Establishment (CSE)-approved cryptographic algorithms and cryptographic key sizes and crypto periods;</p> <p>(b) Use cryptographic algorithms and cryptographic key sizes and crypto periods that have been validated by the Cryptographic Algorithm Validation Program (<a href="http://csrc.nist.gov/groups/STM/cavp/">http://csrc.nist.gov/groups/STM/cavp/</a>), and are specified in ITSP.40.111 Cryptographic Algorithms for Unclassified, Protected A, and Protected B Information, or subsequent versions (<a href="https://cyber.gc.ca/en/guidance/cryptographic-algorithms-unclassified-protected-and-protected-b-information-itsp40111">https://cyber.gc.ca/en/guidance/cryptographic-algorithms-unclassified-protected-and-protected-b-information-itsp40111</a>);</p> <p>(c) Ensure that FIPS 140 validated cryptography is employed when encryption is required, and is implemented, configured, and operated in a Cryptographic Module, validated by the Cryptographic Module Validation Program (<a href="https://www.cse-cst.gc.ca/en/group-group/crpto-module-validation-program">https://www.cse-cst.gc.ca/en/group-group/crpto-module-validation-program</a>), in an either approved or an allowed mode to provide a high degree of certainty that the FIPS 140-2 validated cryptographic module is providing the expected security services in the expected manner; and</p> <p>(d) Ensure that any FIPS 140-2 modules in use have an active, current, and valid certification. FIPS 140 compliant/validated products will have certificate numbers.</p>	<p>The Contractor must provide documentation that demonstrates how the Contractor of the proposed Services complies with the requirements in Cryptographic Protection</p> <p>To be considered compliant, the provided documentation must include:</p> <p>a) system documentation or technical documentation outlining and detailing the security measures including policies, processes and procedures that are implemented for Cryptographic Protection</p> <p>The substantiation required for in the Cryptographic Protection, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Commercially Available Software as a Service meets the requirement. Contractors can provide screen captures and technical or end-user documentation to supplement their responses. The Contractors must indicate where in the Submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Contractor will be declared non-compliant. The substantiation may refer to additional documentation submitted with the Submission, it is requested that Contractors indicate where in the Submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

# **ANNEX H**

## **Security & Privacy Obligations FOR SAAS (up to and including Protected B)**

### **General**

#### *Purpose*

The purpose of this Annex is to set forth the obligations of the Contractor relating to the proper configuration and management of Assets and Information Assets, in order to protect such Assets and Information Assets from unauthorized modification, access or exfiltration, all in accordance with the Contract, this Annex, the Contractor's Specific Security Measures, and Canada's Security & Privacy Policies (collectively, the "Security & Privacy Obligations").

#### *Flow-Down of Security & Privacy Obligations*

The obligations of the Contractor contained in these Security & Privacy Obligations must be flowed down by the Contractor to Contractor Sub-processors, to the extent applicable to each Contractor Sub-processor, given the nature of the services provided by it to the Contractor.

#### *Change Management*

The Contractor must, throughout the period of the Contract, take all steps required to update and maintain the Security & Privacy Obligations as needed to comply with the security practices of industry standards.

The Contractor must advise Canada of all improvements that affect the Services in the Contract, including technological, administrative or other types of improvements. The Contractor agrees to offer all improvements it is offering to the Client at large as part of its standard service offering at no additional cost to Canada.

### **1. Acknowledgments**

The parties acknowledge that:

- (a) All Assets and Information Assets are subject to these Security & Privacy Obligations.
- (b) Notwithstanding any other provision of this Annex, the parties have shared responsibility for developing and maintaining policies, procedures and security controls relating to Assets and Information Assets.
- (c) The Contractor must not have or attempt to gain custody of any Information Asset, nor permit any Services Personnel to access any Information Asset prior to the implementation of the Security & Privacy Obligations as required under this Annex on or before Contract award.
- (d) Security Obligations apply to both Tier 1 (up to Protected A / Low injury) and for Tier 2 (up to Protected B / Medium injury), unless specified.

## **2. Securing Information Assets**

The Contractor's Solution must be designed to protect Assets and Information Assets from unauthorized access, modification, or exfiltration. This includes implementing and maintaining appropriate information security policies, procedures, and security controls to preserve the confidentiality, integrity, and availability of Assets and Information Assets (hereinafter referred to as the "Specific Security Measures").

## **3. Roles and Responsibilities for Security**

The Contractor must provide to Canada an up-to-date document that delineates the roles and responsibilities between the Contractor, Contractor Sub-processors, and Canada for security controls and features:

- (a) on an annual basis;
- (b) when there are significant changes to such roles and responsibilities as a result of a Change to the Services; or
- (c) upon request of Canada.

## **4. Cloud Service Provider (CSP) IT Security Assessment Program**

Upon request of Canada, additional supplementary evidence from the Contractor, including System security plans, designs, or architecture documents that provide a comprehensive System description, may be provided by the Contractor or a Contractor Sub-processor to supplement the certification and audit reports described in Section 5 (Auditing Compliance for Security Obligations) in order to demonstrate the Contractor's compliance with the required industry certifications.

## **5. Auditing Compliance for Security Obligations**

- (a) The Contractor must conduct the privacy and security audits of the security of the computers, computing environment and physical data centers that it uses in processing and protecting Assets and Information Assets as follows:
  - i. Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually;
  - ii. Each audit will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework; and
  - iii. Each audit will be performed by qualified, independent, third party auditor that (i) are qualified under the AICPA, CPA Canada, or ISO certification regime, and (ii) conform to the ISO/IEC 17020 quality management system standard at the Contractor's selection and expense.
- (b) Each audit will result in the generation of an audit report that must be shared with Canada. The audit report must clearly disclose any material findings by the third party auditor. The Contractor must promptly remediate issues raised in any audit report to the satisfaction of the auditor, and must
  - i. provide Canada with the plan to correct any negative findings arising from such reports and
  - ii. provide implementation progress reports to Canada upon request within ten (10) Federal Government Working Days.

## 6. Application Programming Interface (API)

The Contractor (Tier 1 and 2) must:

- (a) Provide Services that use open, published, supported, and documented Application Programming Interfaces (API) to support interoperability between components and to facilitate migrating applications.
- (b) Take reasonable measures to protect both internal and external APIs through secure authentication methods. This includes ensuring that all externally exposed API queries require successful authentication before they can be called.

For SaaS, the Contractor must provide APIs that provide the ability to:

- i. Interrogate data at rest in SaaS applications; and
- ii. Assess events and incidents stored in SaaS application logs.

## 7. Network and Communications Security

The Contractor (Tier 1 and 2) must:

- (a) Provide the ability for Canada to establish secure connections to the Services, including providing data-in-transit protection between Canada and the Service using TLS 1.2, or subsequent versions, and using supported cryptographic algorithms and certificates, as outlined in Communication Security Establishment (CSE)'s ITSP.40.062 (<https://cyber.gc.ca/en/guidance/guidance-securely-configuring-network-protocols-itsp40062>) and ITSP.40.111 (<https://cyber.gc.ca/en/guidance/cryptographic-algorithms-unclassified-protected-and-protected-b-information-itsp40111>);
- (b) Provides data-in-transit protection between micro-services and applications used within the Services;
- (c) Use correctly configured certificates within the TLS connections in accordance with CSE guidance.
- (d) Disable known-weak protocols such as all versions of Secure Sockets Layer (SSL) (e.g. SSLv2 and SSLv3) and older versions of TLS (e.g. TLS 1.0 and TLS 1.1), as per CSE ITSP.40.062, and known-weak ciphers (e.g. RC4 and 3DES); and
- (e) Provide the ability for Canada to implement network access controls and security rules that allow or deny network traffic to Canada resources.

## 8. Key Management

For **Tier 2**, the Contractor must have the ability to provide Canada with a unique dedicate key management service that enables:

- (a) Creation/generation and deletion of encryption keys use for deliver the SaaS Solution to the GC;
- (b) Definition and application of GC-specific policies that control how keys can be used;
- (c) Protection of access to the key material including prevention from Contractor access to the key material in unencrypted fashion; and
- (d) Audits all events related to key management services, including Contractor access for Canada's review.

## 9. Dedicated Connections

For Tier 2, the Contractor must provide the ability for the GC to establish private redundant connectivity to the Services. This includes:

- (a) Support for virtualization and multi-tenancy for all network components;
- (b) Support for dynamic routing protocols (BGP) for all connections;
- (c) Support for GC-approved protocols as outlined in:
  - i. [ITSP.40.062 Guidance on Securely Configuring Network Protocols, Section 3.1 for AES cipher suites](#)
  - ii. [ITSP.40.111 Cryptographic Algorithms for Unclassified, Protected A, and Protected B Information](#)
- (d) Provide a description of all the data centre geographical locations in Canada where the capability is available.

## 10. Logging and Auditing (Tier 1 and 2)

- (a) The Contractor must implement log generation and management practices and controls for all Service components that store or process Assets and Information Assets, and that conform with the practices of Leading Service Providers, such as those found in NIST 800-92 (Guide to Computer Security Log Management), or an equivalent standard approved by Canada in writing.
- (b) The Contractor must enable Canada to centrally review and analyze audit records from multiple components within the Services provided by the Contractor. This includes the ability for Canada to:
  - i. log and detect audit events such as a minimum of:
    - (1) successful and unsuccessful account login attempts,
    - (2) account management,
    - (3) object access and policy change,
    - (4) privilege functions and process tracking,
    - (5) system events,
    - (6) deletion of data;
  - ii. record in logs (or log files) audit events that are time synchronized and time-stamped in coordinated universal time (UTC) and protected from unauthorized access, modification, or deletion while in transit and at rest;
  - iii. separate Security Incidents and logs for different Client accounts to enable Canada to monitor and manage events within its boundary that are affecting its instance of an IaaS, PaaS or SaaS Service provided to it by the Contractor or a Contractor Sub-processor; and
  - iv. forward Client events and logs to a GC-managed centralized audit log system using standardized reporting interfaces, protocols, and data formats (e.g. common Event Format (CEF), syslog, or other common log formats) and APIs that support log data remote retrieval (e.g. via a database interface using SQL, etc.).

**11. Security Incident Management (Tier 1 and 2)**

- (a) The Contractor's Security Incident response process for the Services must encompass the IT security incident management lifecycle and supporting practices for preparation, detection, analysis, containment, and recovery activities, aligned with one of the following standards:
  - i. ISO/IEC 27035:2011 Information technology -- Security techniques -- Information security incident management; or
  - ii. NIST SP800-612, Computer Security Incident Handling Guide; or
  - iii. GC Cyber Security Event Management Plan (GC CSEMP) (<https://www.canada.ca/en/treasury-board-secretariat/services/access-information-privacy/security-identity-management/government-canada-cyber-security-event-management-plan.html>); or
  - iv. other best practices of Leading Service Providers if Canada determines, in its discretion, that they meet Canada's security requirements.
- (b) The Contractor's Security Incident response process must include the following:
  - i. A documented process and procedures of how the Contractor will identify, respond, remediate, report, and escalate Security Incidents to Canada, including:
    - (1) the scope of the Security Incidents that the Contractor must report to Canada;
    - (2) the level of disclosure and the measures used by the Contractor for detection of Security Incidents, and the Contractor's associated responses for specific types of Security Incident;
    - (3) the target timeframe in which notification and escalation of Security Incidents will occur;
    - (4) the procedure for the notification and escalation of Security Incidents;
    - (5) contact information for the handling of issues relating to Security Incidents; and
    - (6) any remedies that apply if certain Security Incidents occur.
  - ii. Procedures for responding to requests for potential digital evidence or other information from within the Contractor's service environment or Contractor Infrastructure, including forensic procedures and safeguards for the maintenance of a chain of custody over Information Assets stored or processed by the Contractor or a Contractor Sub-processor. Forensic and digital evidence practices and controls must conform with the practices of Leading Service Providers, such as those found in NIST 800-62 (Guide to Integrating Forensic Techniques into Incident Submission), ISO 27037 (Guidelines for Identification, Collection, Acquisition and Preservation of Digital Evidence), or an equivalent standard approved by Canada in writing.

## 12. Auditing Compliance for Privacy Obligations

- (a) In the event Canada needs to conduct security audits, inspections and/or review any additional information (e.g., documentation, data protection description, data architecture and security descriptions) pursuant to ANNEX H of the RFP entitled "Security & Privacy Obligations", both Parties agree to negotiate a solution in good faith and consider both the rationale for Canada's request and the Contractor's processes and protocols.
- (b) The Contractor must, engage a third party to conduct a privacy audit or provide evidence to confirm that it does not generate, collect, use, store or disclose any additional personal information as defined by Canada, other than Client data as defined by the Contractor and does not specifically have Personal Identifiable Information in Support Data (collected in logs (e.g., telemetry data such as email message headers and content).
- (c) The Contractor must conduct the privacy and security audits of the security of the computers, computing environment and physical data centers that it uses in processing Canada's Data as follows:
  - i. Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually;
  - ii. Each audit will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework; and
  - iii. Each audit will be performed by qualified, independent, third party security auditors that:
    - (1) is qualified under the AICPA, CPA Canada, or ISO certification regime, and;
    - (2) conforms to the ISO/IEC 17020 quality management system standard at the Contractor's selection and expense.
- (d) Each audit will result in the generation of an audit report that must be shared with Canada. The audit report must clearly disclose any material findings by the auditor. The Contractor must promptly remediate issues raised in any audit report to the satisfaction of the auditor, and must:
  - i. provide Canada with the plan to correct any negative findings arising from such reports and
  - ii. provide implementation progress reports to Canada upon request within ten Federal Government Working Days.
- (e) Upon request of Canada, additional supplementary evidence from the Contractor, including System security plans, designs, or architecture documents that provide a comprehensive System description, may be provided by the Contractor or a Contractor Sub-processor to supplement the certification and audit reports described in this in order to demonstrate the Contractor's compliance with the required industry certifications.



**13. Protecting Information Assets**

- (a) Canada's Data including all Personal Information (PI) will be used or otherwise processed only to provide Canada the Services including purposes compatible with providing those Services. The Contractor must not use or otherwise process Canada's Data or derive information from it for any advertising or similar commercial purposes. As between the parties, Canada retains all right, title and interest in and to Canada's Data. The Contractor acquires no rights in Canada's Data, other than the rights the Client grants to the Contractor to provide the Services to the Client.

**14. Privacy Compliance**

- (a) The Contractor must demonstrate through third party assessment reports and audit reports that it:
  - i. Restricts creating, collecting, receiving, managing, accessing, using, retaining, sending, disclosing and disposing of Personal Information to only that which is necessary to perform the work and;
  - ii. Has implemented updated security processes and controls such as access management controls, human resource security, cryptography and physical, operational and communications security that preserve the integrity, confidentiality and accuracy of all information and data and metadata, irrespective of format.
- (b) This applies to all information, data and metadata in the Contractors possession or under its care acquired pursuant to, or arises in any other way out of Contractor's responsibilities and obligations under the Contract. The Contractor acknowledges that this is required in order to ensure that Canada can rely on the information, data and metadata and so that Canada can meet its own legal obligations, including statutory obligations. This is also required to ensure the information, data and metadata can be used as persuasive evidence in a court of law.

**15. Privacy Officer**

- (a) The Contractor must, within 10 calendar days of the issuance of the Contract provide Canada with information that identifies an individual as a Privacy Officer to act as Contractor's representative for all matters related to the Personal Information and the Records. The Contractor must provide that person's name and contact information including the, individual's business title, email address and phone number.



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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 Immigration, Refugees, and Citizenship Canada		2. Branch or Directorate / Direction générale ou Direction Case Management Branch
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 AI-based managed service support solution that: conducts legal research, predicts litigation outcomes, and conducts trend analysis.		
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? No access to PROTECTED and/or CLASSIFIED information or assets is 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 commerciales 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 release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Restricted to: / Limité à: <input type="checkbox"/>	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
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 ☐ Yes  
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 ☐ Yes

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<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>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 ☐ Yes  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes

**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 ☒ Yes
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 ☐ Yes

**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 ☐ Yes

**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 ☒ Yes
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 ☐ Yes

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<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"/>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<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"/>	<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.

12. b) Will the document 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).





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Security Classification / Classification de sécurité <b>unclassified</b>

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées)

Heidi Smith

Title - Titre

Director

Signature

*Heidi Smith*

Telephone no. - N° de téléphone

(613) 437-6526

Facsimile - Télécopieur

E-mail address - Adresse courriel

Heidi.Smith@cic.gc.ca

Date

May 10/19

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées)

**Nigel Charles**

Title - Titre

**Security Officer**

Signature

*Nigel Charles*

Telephone no. - N° de téléphone

**613-437-7877**

Facsimile - Télécopieur

**613-954-9477**

E-mail address - Adresse courriel

**nigelcharles@cic.gc.ca**

Date

**21 May 2019**

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☒ No

☐ Yes

Non

Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées)

Vanessa Cairney

Title - Titre

Senior Procurement Officer

Signature

*Vanessa Cairney*

Telephone no. - N° de téléphone

(873) 408-1415

Facsimile - Télécopieur

E-mail address - Adresse courriel

Vanessa.Cairney@cic.gc.ca

Date

**21 May 2019**

**17. Contracting Security Authority / Autorisé contractante en matière de sécurité**

Lyndsay Clark

Contract Security Officer

[Lyndsay.clark@tpsgc-pwgsc.gc.ca](mailto:Lyndsay.clark@tpsgc-pwgsc.gc.ca)

613-957-9388

Title - Titre

Signature

ur

E-mail address - Adresse courriel

Date

**Appendix 1 to Annex B**  
**Categories of Work and Descriptions**

CATEGORY OF WORK	DESCRIPTION
Application/Software Architect	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Develop technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements;</li> <li>• Identify the policies and requirements that drive out a particular solution;</li> <li>• Analyze and evaluate alternative technology solutions to meet business problems;</li> <li>• Ensures the integration of all aspects of technology solutions;</li> <li>• Monitor industry trends to ensure that solutions fit with government and industry directions for technology</li> <li>• Analyze functional requirements to identify information, procedures and decision flows;</li> <li>• Evaluate existing procedures and methods, identify and document database content, structure, and application sub-systems, and develop data dictionary;</li> <li>• Define and document interfaces of manual to automated operations within application sub-systems, to external systems and between new and existing systems;</li> <li>• Define input/output sources, including detailed plan for technical design phase, and obtain approval of the system proposal; and</li> <li>• Identify and document system specific standards relating to programming, documentation and testing, covering program libraries, data dictionaries, naming conventions, etc.</li> </ul>
Business Analyst	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Develop and document statements of requirements for considered alternatives;</li> <li>• Perform business analyses of functional requirements to identify information, procedures, and decision flows;</li> <li>• Evaluate existing procedures and methods, identify and document items such as database content, structure, application subsystems;</li> <li>• Define and document interfaces of manual to automated operations within application subsystems, to external systems, and between new and existing systems;</li> <li>• Establish acceptance test criteria with client; and</li> <li>• Support and use the selected departmental methodologies.</li> </ul>
Data Conversion Specialist	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Oversee all facilities of the conversion process;</li> <li>• Complete mapping, interfaces, mock conversion work, enhancements, actual conversion, and verify completeness and accuracy of converted data;</li> </ul>

	<ul style="list-style-type: none"> <li>• Establish a strong working relationship with all clients, interact effectively with all levels of client personnel, and provide conversion support;</li> <li>• Analyze and coordinate data file conversions; and</li> <li>• Work with importing files from heterogeneous platforms.</li> </ul>
Database Modeler/Information Management Modeler	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"> <li>• The Data Architect has both strategic and tactical responsibility for developing and maintaining the Architecture and Data Models for corporate and project specific initiatives. This responsibility includes the identification of data most valuable to the department, the integration of this data, and the development of core relating data models. The resulting data models will be based on data architecture and modeling design principles and tenets;</li> <li>• Design, develop and maintain Logical Data Models;</li> <li>• Analyze proposed changes to databases from the context of the Logical Data Model;</li> <li>• Provide technical expertise in the use and optimization of data modeling techniques to team members;</li> <li>• Provide technical assistance, guidance and direction in terms of data analysis and modeling to team members;</li> <li>• Provide assistance to project team and business users relating to data issues and data analysis concepts;</li> <li>• Participate in the development of data modeling and metadata policies and procedures;</li> <li>• Participate in data analysis as a result of new/updated requirements;</li> <li>• Apply approved changes to logical data models;</li> <li>• Comply with corporate data architectures, strategies and frameworks, including enterprise data warehouse activities;</li> <li>• Analyze and evaluate alternative data architecture solutions to meet business problems/requirements to be incorporated into the corporate data architecture;</li> <li>• Review corporate architecture strategies and directions, data requirements, and business information needs and devise data structures to support them;</li> <li>• Improve modeling efficiency through recommendations on how to better utilize current metadata repositories;</li> <li>• Comply with corporate repository metadata directions;</li> <li>• Provide input to refinement of data architectures;</li> <li>• Participate in data architecture refinement;</li> <li>• Define access strategies; and</li> <li>• Construct, monitor and report on work plans and schedules.</li> </ul>
Data Scientist	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Create ETL and data transformation internal libraries;</li> <li>• Benchmark Machine Learning algorithms against the current state of the art;</li> </ul>

	<ul style="list-style-type: none"> <li>• Build a Machine Learning (ML) pipeline from data ingest through to solutions for the specific use case;</li> <li>• Use ETL and Big Data tools to develop an efficient and accurate data workflow;</li> <li>• Apply a wide variety of Machine Learning algorithms to real-world data sets;</li> <li>• Work closely with Researchers and AI Developers to ensure data and Machine Learning models are being used effectively; and</li> <li>• Analyze and document ethical implications of applications of data science and ML pipelines.</li> </ul>
Programmer/Software Developer	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Develop and prepare diagrammatic plans for solution of business, scientific and technical problems by means of computer systems of significant size and complexity;</li> <li>• 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;</li> <li>• Select and incorporate available software programs;</li> <li>• 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;</li> <li>• Translate detailed flow charts into coded machine instructions and confer with technical personnel in planning programs;</li> <li>• Verify accuracy and completeness of programs by preparing sample data, and testing them by means of system acceptance test runs made by operating personnel;</li> <li>• Correct program errors by revising instructions or altering the sequence of operations; and</li> <li>• Test instructions, and assemble specifications, flow charts, diagrams, layouts, programming and operating instructions to document applications for later modification or reference.</li> </ul>
Project Coordinator	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Assist project management and data processing professionals, technical users and end users in project coordination and synchronization tasks;</li> <li>• Provide administrative and technical support of a clerical nature as required to a project team;</li> <li>• Assist in performing such tasks as maintaining project documentation and application/system libraries;</li> <li>• Act as the first or single point of contact in a "hot-line" situation by accepting incoming calls, logging calls, attempting to resolve simple problems and following established procedures for more difficult problems;</li> <li>• Track project change requests;</li> </ul>



	<ul style="list-style-type: none"> <li>• Maintain and updates relevant project information in manual and/or electronic files; project information might include such things as project activity schedule, status reports, correspondence;</li> <li>• Use computer tools, aids, system control languages on PCs, minis, or mainframes to perform work; and</li> <li>• Communicate with project management and data processing professionals, technical users and end users on administrative matters related to the project.</li> </ul>
Project Manager	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Manage several Project Managers, each responsible for an element of the project and its associated project team;</li> <li>• Manage the project during the development, implementation and operations startup by ensuring that resources are made available and that the project is developed and is fully operational within previously agreed time, cost and performance parameters;</li> <li>• Formulate statements of problems; establishes procedures for the development and implementation of significant, new or modified project elements to solve these problems, and obtains approval thereof;</li> <li>• Define and document the objectives for the project; determine budgetary requirements, the composition, roles and responsibilities and terms of reference for the project team;</li> <li>• Report progress of the project on an ongoing basis and at scheduled points in the life cycle;</li> <li>• Meets in conference with stakeholders and other project managers and states problems in a form capable of being solved;</li> <li>• Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems; work with a variety of project management tools; and</li> <li>• Project sign-off.</li> </ul>
Quality Assurance Specialist/Analyst	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Lead development of test plans, test scripts and test data;</li> <li>• Participate in functional and technical design reviews, perform integration/functional and system testing, and verify test results;</li> <li>• Identify and document software defects;</li> <li>• Participate with other project resources to resolve defects; and</li> <li>• Perform regression testing of software applications.</li> </ul>
Research Scientist	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Conduct applied research to challenge the status quo in our industry;</li> <li>• Work hand-to-hand with Software Architects and Engineers using scientific programming to convert prototypes into tangible products;</li> <li>• Collaborate with specialized Researchers to examine challenging problems;</li> <li>• To develop new models and optimize existing ones;</li> </ul>

	<ul style="list-style-type: none"> <li>• Propose innovative strategies related to consumer behaviors and requirements; and</li> <li>• Publish original research papers, create patents and attend conferences.</li> </ul>
Technical Writer	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Document help text, user manuals, technical documentation, web page content, etc.;</li> <li>• Review documentation standards and the existing project documentation;</li> <li>• Determine documentation requirements and makes plans for meeting them;</li> <li>• Gather information concerning the features and functions provided by the developers;</li> <li>• Assess the audience for the documents/manuals which are required and prepare a statement of purpose and scope for each;</li> <li>• Develop a table of content for each document/manual and write or edit the required content;</li> <li>• Investigate the accuracy of the information collected by making direct use of the material being documented;</li> <li>• Prepare or coordinate the preparation of any required illustrations and diagrams;</li> <li>• Design the layout of the documents/manuals; and</li> <li>• Use word-processing, desk-top publishing and graphics software packages to produce final camera-ready copy.</li> </ul>
Tester	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Test planning and coordination;</li> <li>• Supervision of testing in accordance with the plan;</li> <li>• Management and monitoring of test plans for all levels of testing</li> <li>• Management of walkthroughs and reviews related to testing and implementation readiness;</li> <li>• Status reporting;</li> <li>• Development of test scenarios and test scripts;</li> <li>• Establishing and maintaining source and object code libraries for a multiplatform, multi-operating system environment;</li> <li>• Establishing software testing procedures for unit test, integration testing and regression testing with emphasis on automating the testing procedures;</li> <li>• Establishing and operating "interoperability" testing procedures to ensure that the interaction and co-existence of various software elements, which are proposed to be distributed on the common infrastructure, conform to appropriate departmental standards (e.g. For performance, compatibility, etc.) and have no unforeseen detrimental effects on the shared infrastructure; and</li> <li>• Establishing a validation and verification capability which assumes functional and performance compliance.</li> </ul>
Web Developer	<p>Responsibilities could include but are not limited to:</p>

	<ul style="list-style-type: none"> <li>• Develop and prepare diagrammatic plans for web based service delivery over the internet;</li> <li>• Analyze the problems outlined by systems analysts/designers in terms of such factors as style and extent of information to be transferred across the internet;</li> <li>• Select and use the best available web development tools for linking the internet based client to the departmental “back end” information delivery programs and databases;</li> <li>• Design high-usability web pages to meet the requirement;</li> <li>• Verify accuracy and completeness of programs by preparing sample data, and testing them by means of system acceptance test runs made by operating personnel;</li> <li>• Correct program errors by revising instructions or altering the sequence of operations; and</li> <li>• Test instructions, and assemble specifications, flow charts, diagrams, layouts, programming and operating instructions to document applications for later modification or reference.</li> </ul>
Web Graphics Designer	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Create web pages including graphic design;</li> <li>• Develop and implement usability tests, analyses result and modify design accordingly;</li> <li>• Develop flowcharts (web site flow maps) depicting navigation and content;</li> <li>• Develop line drawings or block diagrams illustrating the priority of information, links, navigation and space requirements;</li> <li>• Develop content diagrams showing the interactive connection between pages; and</li> <li>• Develop interactive prototypes showing basic form and functionality used for both usability testing and presentations.</li> </ul>

# Attachment 1

## Litigation Support Solution Evaluation Criteria

### 1.1 Evaluation Procedures and Basis of Selection

- a. Bids will be evaluated in accordance with the Stages of Evaluation detailed below
- b. An evaluation team composed of representative of Canada will evaluate the bids for Stage 1 (Bidder's RFP proposal) and Stage 2 (Contractor's Prototype Solution)

### 1.2 Stages of Evaluation

Title	Reference	Description	Evaluation
Stage 1 – Evaluation of Bidder's RFP Proposal	Section 2.1	Mandatory Technical and Business Criteria	Met / Not Met
	Section 2.2	Point Rated Technical and Business Criteria	Score / 90
Stage 2 – Assessment of Contractor's Prototype Solution	Section 3.1	Mandatory Technical and Business Criteria	Met / Not Met
	Section 3.2 (i)	Point Rated Technical and Business Solution Criteria	Score / 20
	Section 3.2 (ii)	End User Assessment Criteria	Average Score / 120
	Section 3.3	SCI Assessment	Met / Not Met

### 1.3 Stage 1: Evaluation of Bidder's Proposal

Bidder's proposals will be evaluated by Canada against the criteria detailed at section 2.

#### a. Basis of Selection

To be declared responsive, a bid must:

- i. Comply with all the requirements of the bid solicitation;
- ii. Meet all mandatory technical and business requirements stipulated in section 2.1.
- iii. Obtain a minimum of 60% (54 pts) of the total points for the Point Rated Criteria stipulated in section 2.2. The rating is performed on a scale of 90 points; and

Bids not meeting (i), (ii) or (iii), will be declared non-responsive.

The selection will be based on the highest responsive combined rating of Point Rated Criteria and price. The ratio will be 70% for the Point Rated Criteria and 30% for the price.

# Attachment 1

## Litigation Support Solution Evaluation Criteria

To establish the Point Rated Criteria score, the overall Point Rated Criteria score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

For each responsive bid, the Point Rated Criteria score and the pricing score will be added to determine its combined rating.

Neither the responsive bid obtaining the highest Point Rated Criteria score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of Point Rated Criteria and price will be recommended for award of a contract.

Bids will be ranked by score from highest to lowest. Canada may award up to two (2) contracts to undertake Stage II of the work as defined in Annex B – Statement of Work, to the top two (2) ranked Bidders.

In the event a Bidder withdraws their bid, or the bid is set aside, Canada will offer the next highest ranked Bidder a contract.

In the event of a tie score(s) that impacts the ranking, the Contractor with the lower bid price for Stage II, will be awarded the contract.

In the event that more than one responsive bid have the same number of points and have the same total evaluated price for Stage II work, the bid that received the highest score for point-rated technical criterion S1-RT1 will be awarded the contract.

Here is an example of a Basis of Selection – Highest Combined Rating of Total Point Rated Criteria Score (70%) and Price (30%) for demonstration purposes only.

Point Rated Criteria Score – Section 2.2		Bid Submission A	Bid Submission B
Bid Assessed Price*		90/90	82/90
Total Point Rated Criteria Score		\$100,000.00	\$95,000.00
Calculations	Pricing Score	90/90 x 70 = 70	82/90 x 70 = 63.8
		95/100 x 30 = 28.5	95/95 x 30 = 30
Combined Rating		98.5	93.8
Overall Rating		1st	2nd

\*Lowest Assessed Price

# Attachment 1

## Litigation Support Solution Evaluation Criteria

### 1.4 Stage 2: Assessment of the Contractor's Prototype Solution

The Contractor's Prototype Solution will be assessed by Canada against the criteria detailed in section 3 and assessed by the Project User Group (PUG).

#### a. Basis of Selection

To be declared responsive, the Contractor's Prototype Solution must:

- i. Meet all the mandatory technical and business criteria detailed at section 3.1
- ii. Successfully satisfy the Security Authority's Supply Chain Integrity Process

A Contractor's Prototype Solution not meeting (i) and (ii) will be declared non-responsive and may not be given further consideration in the assessment process.

The selection will be based on the highest responsive combined rating of Point Rated Technical and Business Solution Requirements and price. The ratio will be 70% for the Point Rated Technical and Business Solution Requirements and 30% for the price.

The following will be used to establish the total Point Rated Technical and Business Solution Requirement score:

- i. The average score of all end User assessments detailed at 3.2 (ii); and
- ii. The total score of the Technical and Business Assessment Criteria detailed at section 3.2 (i) for each responsive Contractor's Prototype Solution. The Point Rated Technical and Business Solution Requirement will be multiplied by the ratio of 70%. (20% of the point rated evaluation score + 50% of the PUG assessment score).

To establish the pricing score, each responsive Contractor's Prototype Solution will be prorated against the lowest assessed price.

For each responsive bid, the Point Rated Technical and Business Solution Requirement score and the Pricing score will be added to determine its combined rating.

Neither the responsive Contractor's Prototype Solution obtaining the highest Point Rated Technical and Business Solution Requirement score nor the one with the lowest assessed price will necessarily be accepted.

The responsive Contractor's Prototype Solution with the highest combined rating of Point Rated Technical and Business Solution Requirement score and price will be recommended for award of a contract amendment for the next Stage of work.

Here is an example of a Basis of Selection – Highest Combined Rating of Total Point Rated Technical and Business Solution Requirements Score (70%) and Price (30%) for demonstration purposes only.

# Attachment 1

## Litigation Support Solution Evaluation Criteria

	Prototype Solution A	Prototype Solution B
Technical and Business Assessment Score – Section 3.1	30/30	24/30
Average Score for PUG End User Assessments – Section 3.2 (ii)	105/120	81/120
Bid Assessed Price*	\$100,000.00	\$95,000.00
Total Point Rated Technical and Business Solution Requirements Score	30/30 x 20 = 20	24/30 x 20 = 16
Average Score for PUG End User Assessments – Section 3.2 (ii)	105/120 x 50 = 43.75	81/120 x 50 = 33.75
Pricing Score	95/100 x 30 = 28.5	95/95 x 30 = 30
Combined Rating	92.25	79.75
Overall Rating	1st	2nd

\*Lowest Assessed Price

### b. Supply Chain Integrity Process

- Contractor must submit specific information regarding each component of their Prototype Solution supply chain ("Supply Chain Security Information" or "SCSI") as defined in Section 1.1 of Attachment 2, Supply Chain Integrity Assessment.
- Contractor must submit Supply Chain Security Information in Attachment 6 – SCSI Submission Template, and must keep current, or update, any SCSI as required by the Supply Chain Security Authority. The Supply Chain Security Information will be used by Canada to assess whether, in its opinion, a Contractor's proposed supply chain creates the possibility that the Contractor's Prototype Solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information in accordance with the Supply Chain Integrity Process as described in Attachment 2, Supply Chain Integrity Assessment.
- By submitting its SCSI, and in consideration of the opportunity to move forward to the next Stage of work, the Contractor agrees to the terms of the non-disclosure agreement contained in Annex F, Non-Disclosure Agreement related to Supply Chain Integrity.

# Attachment 1

## Litigation Support Solution Evaluation Criteria

### c. Supply Chain Integrity Evaluation

- i. During the assessment of the Prototype Solution the Supply Chain Security Authority identified by Canada, may, based on its National Security mandate to protect Canada's IT infrastructure as well as to assess threats, risks and vulnerabilities, assess the Contractor's SCSl.
- ii. Canada will assess whether, in its opinion, the Contractor's supply chain creates the possibility that their supply chain or the Prototype Solution could compromise, or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information, or represents a threat to Canada's National Security, in accordance with Section 2 of Attachment 2, Supply Chain Integrity Assessment.
- iii. It is a condition precedent to any contract amendment award for the next Stage of work, that the Contractor successfully satisfy the Security Authority's Supply Chain Integrity assessment



# Attachment 1

## Litigation Support Solution Evaluation Criteria

### 2. Stage 1: Evaluation of Bidder's Proposal

#### 2.1 Mandatory Technical and Business Criteria

The bid must meet all the mandatory technical and business criteria specified below.

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

Mandatory Technical Criteria (MT)		
Number	Mandatory Technical Criterion	Bid Submission Requirement
MT-1	The Bidder must demonstrate its experience in the application of artificial intelligence (AI) technology services, including insights and predictive modeling, which may include <b>but not limited to</b> the use of natural language processing, text analytics, and must include structured and unstructured data.	<p>In order to demonstrate this experience, the Bidder must provide written summaries of two (2) similar projects (i.e., insights, predictive modelling, application of natural language processing, text analytics and syntheses of structured and unstructured data) they have delivered within the past five (5) years (60 months) from date of solicitation posting date.</p> <p>Within each project summary, the Bidder must provide the following information:</p> <ol style="list-style-type: none"> <li>1. Name of client and brief description of project;</li> <li>2. Brief description of the type and scope of services provided, methodology used and results;</li> <li>3. Brief description of the role the Bidder played in providing these services (was the Bidder the Prime Contractor or a sub-contractor on the project);</li> <li>4. Duration of the project, including the start and end dates (month/year to month/year);</li> <li>5. Extent to which these services were provided on-time, on-budget and in accordance with the established project objectives; and</li> <li>6. Name, telephone number and/or email address of the client reference to whom the Bidder reported. The contact information may be used to validate the information provided.</li> </ol>
		Met / Not Met

# Attachment 1

## Litigation Support Solution Evaluation Criteria

MT-2	<p>The Bidder must demonstrate its experience in big data, data science, and artificial intelligence, specifically, either:</p> <p>(a) significantly improving or optimizing current legacy or manual solutions (by way of performance, scalability, or cloud utilization) OR</p> <p>(b) the creation of a new custom state-of-the-art artificial intelligence solution.</p>	<p>In order to demonstrate this experience, the Bidder must provide written summaries of two (2) similar projects they have delivered within the past five (5) years (60 months) from date of solicitation posting date.</p> <p>Within each project summary, the Bidder must provide the following information:</p> <ol style="list-style-type: none"> <li>1. Name of client and brief description of project;</li> <li>2. Brief description of the type and scope of services provided, methodology used and results;</li> <li>3. Brief description of the role the Bidder played in providing these services (was the Bidder the Prime Contractor or a sub-contractor on the project);</li> <li>4. Duration of the project, including the start and end dates (month/year to month/year);</li> <li>5. Extent to which these services were provided on-time, on-budget and in accordance with the established project objectives; and</li> <li>6. Name, telephone number and/or email address of the client reference to whom the Bidder reported. The contact information may be used to validate the information provided.</li> </ol>	
MT-3	<p>The Bidder must demonstrate that the Input Data Set can be converted to a Structured Data Set for use in the creation of an AI model to operate the solution.</p>	<p>To demonstrate this, the Bidder must provide a proposed methodology to annotate, or tag the Input Data Set for use in the AI solution.</p> <p>The proposed methodology must ensure the Structured Data Set factors in:</p> <ol style="list-style-type: none"> <li>1. whether cases are outdated or have been positively or negatively treated in subsequent jurisprudence; or</li> <li>2. explains why this is not needed and will not impact the reliability of the Query functionality.</li> </ol>	
MT-4	<p>The Bidder must demonstrate that the proposed Prototype Solution will support legal case law research by leveraging the Structured Data Set.</p>	<p>To demonstrate this, the Bidder must provide proposed methodology to support legal case law searches of the Structured Data Set that are based on at least five (5) factual variables. The methodology must contain search parameters by date, court level, and up to 5 factual variables (including but not limited to demographic characteristics, administrative matters, country of origin).</p>	

# Attachment 1

## Litigation Support Solution Evaluation Criteria

MT-5	<p>The Bidder must detail the reporting tools that will be provided in the proposed Prototype Solution.</p> <p>Reporting tools must include but are not limited to:</p> <ol style="list-style-type: none"> <li>1. The ability to generate, save, and print Query(s) based on factual information, with supporting Research Memoranda with a narrative rationale to support the overall prediction for each Query, identifying/summarizing the relevance of similar cases within the existing case law history.</li> <li>2. For case law research of the Structured Data Set, that are based on at least five (5) factual variables, the ability to capture, save, and print information associated with a case or a group of cases;</li> <li>3. The ability to report on, capture, save, and print litigation trends, patterns, and relationships in case law, such as key facts that are influencing outcomes in litigation.</li> </ol>	<p>To demonstrate this, the Bidder must provide a detailed description of the reporting tools that will be available in the Prototype Solution.</p> <p>The Bidder must provide:</p> <ol style="list-style-type: none"> <li>1. A proposed methodology that describes the proposed process(es) to generate predictions and the Research Memoranda that will contain a supporting rationale for the outcome predicted for each Query. The Bidder must make reference to all the products and technology they intend to use; i.e. list of products/technology/versions/open source or COTS.</li> <li>2. A proposed methodology to support legal case law searches of the Structured Data Set that are based on at least five (5) factual variables. The methodology must contain search parameters by date, court level, and up to 5 factual variables (including but not limited to demographic characteristics, administrative matters, country of origin).</li> <li>3. A proposed methodology for the ability to report on, capture, save, and print litigation trends, patterns, and relationships in case law, such as key facts that are influencing outcomes in litigation.</li> </ol>	
MT-6	<p>The Bidder must demonstrate their development practices will ensure that the proposed Prototype Solution meet, at a minimum, the Treasury Board Standard on Web Accessibility.</p>	<p>The Bidder must demonstrate this by providing a document describing their framework and/or approach in applying the Treasury Board Standard on Web Accessibility standards, and how their development framework will ensure compliance with the Treasury Board Standard on Web Accessibility</p>	

# Attachment 1

## Litigation Support Solution Evaluation Criteria

	<a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601</a>	standards. At a minimum, the document should make specific reference to any relevant tools, techniques, methodologies, frameworks or other practices.	
MT-7	The Bidder must demonstrate that the proposed Prototype Solution will meet the <a href="#">Government of Canada Security Control profile for Cloud-Based GC Services</a> , which is based on the security controls catalog outlined in ITSG-33 <a href="https://cyber.gc.ca/en/guidance/annex-3a-security-control-catalogue-itsg-33">https://cyber.gc.ca/en/guidance/annex-3a-security-control-catalogue-itsg-33</a>	The Bidder must provide a valid SOC-2 or SOC-3 report (ISAE-3402), ISO-27001 Certification, or compliance with U.S. National Institute of Standards and Technology (NIST) Publication 800-53.	
MT-8	The Bidder must demonstrate that the proposed Prototype Solution will have the functionality to enable Users to export reports in xlsx, csv and pdf.	The Bidder must demonstrate this by providing a description of the mechanisms through which analysis and reports can be exported in xlsx, csv and pdf.	
MT-9	The Bidder must demonstrate that the proposed Prototype Solution will provide auditing and tracking of User account activity. The auditing and tracking function must provide details on: <ol style="list-style-type: none"><li>1. The User that performed these administrative actions against a User record.</li><li>2. When a User record was last updated, and by whom.</li></ol>	The Bidder must demonstrate this by providing a description of the auditing and tracking functionality and capabilities of the Prototype Solution. This description must include: <ol style="list-style-type: none"><li>1. An outline of the security monitoring procedures and notification processes to assure authorized access to the LS Solution; and</li><li>2. Description of auditing features.</li></ol>	

# Attachment 1

## Litigation Support Solution Evaluation Criteria

### 2.2 Point Rated Technical and Business Criteria

Bids will be assessed and scored as specified in the table inserted below. Each point rated technical and business criterion should be addressed separately.

Bids which fail to obtain the overall minimum required score specified below will be declared non-responsive, and will be given no further consideration in the evaluation process.

Point Rated Technical Criteria (RT)				
Number	Rated Criterion	Bid Submission Requirement	Evaluation Criteria	Max Points
S1-RT1	<b>Bias and Risk</b> The Bidder should provide details on their considerations of bias, discrimination, reliability and validity of the Model, including its predictive outcomes, and outline any risk or mitigation strategies they intend to use.	The Bidder should demonstrate this by providing documentation detailing: <ol style="list-style-type: none"> <li>Sources and risks of potential bias and discrimination, and how they are mitigated (including testing for outcomes and biases and fair, comprehensive and inclusive data collection practices).</li> <li>How they will assess the reliability and validity of the Model and what mechanisms will be used to minimize risk of errors or incorrect results.</li> </ol>	Points will be allocated as follows: <ol style="list-style-type: none"> <li>Bidder detailed sources and risk of potential bias and discrimination and how they could be mitigated (including testing for outcomes and biases and fair, comprehensive and inclusive data collection practices)? (0, 5, or 10 points)</li> </ol> 10 pts – Bidder demonstrated a strong understanding of ethical considerations and how to mitigate ethical risks for the solution (included full details and examples).  5 pts – Bidder demonstrated some understanding of ethical considerations and how to mitigate ethical risks for the solution (included some details).  0 pts – Bidder did not demonstrate an understanding of ethical	20

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## Litigation Support Solution Evaluation Criteria

			considerations and how to mitigate ethical risks for the solution.	
			<p><b>2. Bidder detailed sources and risk of potential errors in the methodology and how the risk(s) would be mitigated? (0, 5, or 10 points)</b></p> <p>10 pts – Bidder clearly demonstrated the risk of error and provided a detailed and acceptable approach to mitigating it (includes full details and examples).</p> <p>5 pts – Bidder somewhat demonstrated the risk of error and provided a somewhat detailed and acceptable approach to mitigating it (includes some details and examples).</p> <p>0 pts – Bidder does not demonstrate understanding of the risk of error.</p>	
S1-RT2	<p><b>Use of Open Source Software</b></p> <p>The Bidder may utilize open source software to construct the LS Solution.</p>	<p>The Bidder should demonstrate the use of open source software and provide an explanation of integration into overall solution.</p>	<p>Points will be allocated as follows:</p> <p>1. Bidder provided a detailed explanation of the use of open source software that would be used and how it will be integrated into the overall solution? (0, 5, or 10 points)</p> <p>10 pts – Bidder will use all open source software and components to develop the solution and provided</p>	10

# Attachment 1

## Litigation Support Solution Evaluation Criteria

			<p>an explanation of integration into the overall solution.</p> <p>5 pts – Bidder will use some open source software components to develop the solution and provided some explanation of integration into the overall solution.</p> <p>0 pts – Bidder will not use any open source software components to develop the solution.</p>	
S1-RT3	<p><b>Accessibility</b></p> <p>The Bidder should have previous experience applying the Treasury Board Standard on Web Accessibility.</p> <p><a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601</a></p>	<p>The Bidder should demonstrate this by providing:</p> <ol style="list-style-type: none"> <li>Links to work/product(s) and/or reference(s) for product(s) or solution(s) that demonstrate it meets the Treasury Board Standard on Web Accessibility standards, developed by the Bidder in the last 3 years from RFP publication date.</li> </ol> <p>Reference includes:</p> <ol style="list-style-type: none"> <li>Description of product or solution;</li> <li>Name of organization;</li> <li>Name of contact; and</li> <li>Email and phone number for contact.</li> </ol>	<p>Points will be allocated as follows:</p> <ol style="list-style-type: none"> <li>Bidder provided reference(s) for work/product(s) and/or solution(s) that demonstrate they have the experience to provide products that meet Treasury Board Standard on Web Accessibility (0, 5, 8 or 10 points)</li> <li>10 pts – Bidder provided a reference AND a link to work/product(s) for every example that meets the Treasury Board Standard on Web Accessibility.</li> <li>8 pts – Bidder provided a link to work/product(s) for every example that meets the Treasury Board Standard on Web Accessibility.</li> <li>5 pts – Bidder provided a reference for every example product or solution that meets the Treasury Board Standard on Web Accessibility.</li> </ol>	10

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## Litigation Support Solution Evaluation Criteria

S1-RT4	<p>The Bidder should demonstrate its experience in the application of artificial intelligence technology services to the use of structured and unstructured case law data.</p>	<p>The Bidder must provide written summaries of similar projects they have delivered within the past five (5) years (60 months) from date of solicitation posting date.</p> <p>Within each project summary, the Bidder should provide the following information:</p> <ol style="list-style-type: none"> <li>1. Name of client and brief description of project;</li> <li>2. Brief description of the type and scope of services provided, methodology used and results;</li> <li>3. Brief description of the role the Bidder played in providing these services (whether the Bidder was the prime contractor or a sub-contractor on the project);</li> <li>4. Duration of the project, including the start and end dates (month/year to month/year);</li> <li>5. Extent to which these services were provided on-time, on-budget and in accordance with the established project objectives; and</li> <li>6. Name, telephone number and/or email address of the client reference to whom the Bidder reported. The contact</li> </ol>	<p>0 pts – Bidder did not provide references or links for products or solutions that meet the Treasury Board Standard on Web Accessibility.</p> <p>Points will be allocated as follows:</p> <ol style="list-style-type: none"> <li>1. Bidder provided a detailed project summary of similar projects. (0, 10, or 20 points).</li> </ol> <p>20 pts – Bidder demonstrated the successful delivery of 2 or more similar projects or products, where the Bidder was the prime contractor on at least 1 of those projects.</p> <p>10 pts – Bidder demonstrated the successful delivery of 1 similar project.</p> <p>0 pts – Bidder did not demonstrate successful delivery of any similar projects.</p>	20
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# Attachment 1

## Litigation Support Solution Evaluation Criteria

		information may be used to validate the information provided.		
<b>Point Rated Business Criteria (RB)</b>				
S1-RB1	<b>Training</b> The Bidder should demonstrate experience in providing training services for AI solutions within the last two (2) years of RFP posting date: Training for: <ol style="list-style-type: none"> <li>1. System Administrators; and</li> <li>2. Users.</li> </ol>	The Bidder should provide a description of at least one AI project for which the training was provided. Please include the following information: <ol style="list-style-type: none"> <li>1. Name of the client(s);</li> <li>2. Organization for which the training was performed;</li> <li>3. Duration of work, including the start and end dates (month/year to month/year); and</li> <li>4. Overview of training approach and tasks/products that was delivered.</li> </ol>	Points will be allocated as follows: <ol style="list-style-type: none"> <li>1. Bidder provided a detailed description for training services and content that will be offered. (0, 5, or 10 points).</li> </ol> 10 pts – Bidder demonstrated the successful delivery of training services and content ( <b>3 or more clients</b> ) and addressed the needs of training both System Administrators and Users.  Bidder provided samples of previously delivered training services and content.  5 pts – Bidder demonstrated the successful delivery of training services and content ( <b>one or more and less than 3 clients</b> ).  Bidder provided samples of previously delivered training services and content.  0 pts – Bidder did not demonstrate evidence of previously delivered training services or content.	10

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## Litigation Support Solution Evaluation Criteria

S1-RB2	<p><b>Support</b></p> <p>The Bidder should have experience in providing web-based client support services for AI solutions within the last two (2) years of RFP posting date.</p>	<p>The Bidder should provide a description of at least one project for which the support services was provided. Please include the following information:</p> <ol style="list-style-type: none"> <li>1. Name of the client;</li> <li>2. Organization for which the support was provided;</li> <li>3. Duration of work (start and end dates in MM/YY format); and,</li> <li>4. Overview of support services and tasks that was delivered.</li> </ol>	<p>Points will be allocated as follows:</p> <ol style="list-style-type: none"> <li>1. Bidder provided a detailed description and rationale for the support services and content that will be offered. (0, 5, or 10 points).</li> </ol> <p>10 pts – Bidder demonstrated the successful delivery of support services and content (<b>3 or more clients</b>).</p> <p>Bidder provided samples of previously delivered support services and content.</p> <p>5 pts – Bidder demonstrated the successful delivery of support services and content (<b>one or more and less than 3 clients</b>).</p> <p>Bidder provided samples of previously delivered support services and content.</p> <p>0 pts – Bidder did not demonstrate evidence of previously delivered support services and content.</p>	10
S1-RB3	<p><b>Reporting</b></p> <p>The Bidder should detail any additional reporting tools that will be provided in the proposed Prototype Solution in addition to those required in MT-5 above.</p>	<p>The Bidder's response should include the following:</p> <ol style="list-style-type: none"> <li>1. List of additional reporting tools that will be available to Users;</li> <li>2. Relevance and added value of the reporting tools to the User's work;</li> </ol>	<p>Points will be allocated as follows:</p> <p>Bidder provided a detailed list of reports that will be available to Users and provided detail on the relevance and added value of the reporting tools to the User's work (0, 3, 5, 8, or 10 points)</p> <p>10 pts – Bidder provided a detailed list of more than three additional</p>	10

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## Litigation Support Solution Evaluation Criteria

			<p>reports that will be available to Users. Bidder explained in great detail how the additional reporting tools can enhance and add value to the Users' work.</p> <p>8 pts – Bidder provided somewhat detailed list of three additional reports that will be available to Users. Bidder explained in detail how the additional reporting tools can enhance and add value to the Users' work.</p> <p>5 pts – Bidder provided somewhat of a detailed list of two additional reports that will be available to Users. Bidder explained in some detail how the additional reporting tools can enhance and add value to the Users' work.</p> <p>3 pts – Bidder provided somewhat of a detailed list of one additional report that will be available to Users. Bidder's explanation for how the additional reporting tools can enhance and add value to the Users' work is insufficient.</p> <p>0 pts – Bidder did not provide a list of additional reports that will be available to Users OR the functionality will not exist in the Prototype Solution. Bidder did not explain how the additional reporting tools can enhance and add value to the Users' work OR the functionality</p>
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# Attachment 1

## Litigation Support Solution Evaluation Criteria

			will not exist in the Prototype Solution.	
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### 3. Stage 2: Assessment of Contractor's Prototype Solution

#### 3.1 Mandatory Technical and Business Solution Requirements

The Contractor's Prototype Solution must meet all the mandatory technical and business requirements specified below. The Contractor must provide the necessary documentation to support compliance with these requirements.

A Contractor's Prototype Solution which fails to meet all the mandatory technical and business criteria may be declared non-responsive. Each mandatory technical and business requirement should be addressed separately.

MANDATORY REQUIREMENTS			
Mandatory Technical Solution Requirements (MTS)			Met/Not Met
Number	Mandatory Technical Solution Requirements		
S2-MTS-1	The Prototype Solution must have an administrative management functionality to enable System Administrators to create and manage Users, assign permissions, and provide access to the LS Solution using role based access controls.		
S2-MTS-2	<p>The Prototype Solution must provide System Administrator account that supports:</p> <ul style="list-style-type: none"> <li>a. Role based assignment - A User can exercise a permission only if the User has been assigned a role;</li> <li>b. Role authorization - A User can only take on roles for which they are authorized;</li> <li>c. Permission authorization - Users can only exercise permissions for which they are authorized;</li> <li>d. Management of roles and Users so that roles can be defined and Users can be added to or removed from roles; and</li> <li>e. Assign and reset passwords.</li> </ul>		

# Attachment 1

## Litigation Support Solution Evaluation Criteria

S2-MTS-3	The Prototype Solution and data center(s) must be located in Canada and are logically independent and separate from all other Contractor data or data systems. The Prototype Solution must be logically isolated from the Contractor's other client solutions.	
S2-MTS-4	The Prototype Solution must meet all privacy and security requirements detailed in Appendix 2 to Attachment 1.	
S2-MTS-5	The Prototype Solution must be compliant with the version of Windows 10 Google Chrome version 92 (Official Build) (64-bit) in use at IRCC and DOJ, as well as future versions of Google Chrome.	
S2-MTS-6	The Prototype Solution must be compliant with the version of Windows 10 Edge (version 92) in use at IRCC, Windows 10 Edge (40.15063.674.0) in use at DOJ, as well as future versions of Edge.	
S2-MTS-7	The Prototype solution must work in the supported browsers using Government of Canada standard enhanced security policies and must not require anything beyond the supported browser for use on the client machine (i.e. no plugins, extensions, software to be installed, nor changes to default colours or themes)	
S2-MTS-8	The Prototype Solution must be compliant with the Treasury Board Standard on Web Accessibility, where compliance is defined as having fewer than 30 issues documented in an accessibility assessment to be performed on the prototype by IRCC. <a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601</a>	
S2-MTS-9	The Prototype Solution must support legal case law research by leveraging the Structured Data Set, which has been annotated, tagged, or otherwise processed and prepared from the Input Data Set.	
S2-MTS-10	The Prototype Solution must have the functionality to store and display a detailed history of case law marked as outdated (e.g., historical cases, learning), including an Audit Trail of when such markings were made.	
S2-MTS-11	The Prototype Solution must recognize changes in outcomes based on newly available case law data added to the Structured Data Set (after retraining the algorithm, as required).	

# Attachment 1

## Litigation Support Solution Evaluation Criteria

Mandatory Business Solution Requirements (MBS)		
Mandatory Business Solution Criterion	Met/Not Met	
S2-MBS-1	The Prototype Solution must, based on the individual set of facts being reviewed from each Query, include a percentage estimate of the likelihood of the potential outcome. The Prototype Solution must provide information to support the interpretability of predictions including all relevant and applicable decided cases along with a Research Memorandum with a narrative rationale supporting the prediction or information for each Query, having regard to relevant and applicable case law. This information should include, where relevant, the relative importance of the specific input features used to generate the prediction.	
S2-MBS-2	The Prototype Solution must have the functionality to facilitate filtered case law searches of the Structured Data Set using a subset of at least 5 factual variables per search and the factual variables are selected based on any of the factual variables considered by the Model.	
S2-MBS-3	The Prototype Solution must have the functionality to analyze and report litigation trends, patterns, and relationships in case law, such as key facts that are influencing outcomes in litigation. This report should include, where relevant, the relative importance of the specific input features used to generate the analysis.	
S2-MBS-4	<p>Deliver a draft Implementation, Release and Support Services (IRSS) Plan to the Project Authority, based on the design and functionality of the Prototype Solution developed. The draft IRSS Plan must include:</p> <ol style="list-style-type: none"> <li>Findings from the review specified in section 7.1(e) of Annex B – Statement of Work;</li> <li>A complete description of the algorithm used to generate predictions;</li> <li>A description of how artificial intelligence and machine learning are used to achieve the Prototype Solution's results;</li> <li>A high level description and flowchart of the process used to prepare and analyze data, and generate predictions;</li> <li>A logical and physical systems architecture diagram outlining the various software and hardware components, where they are located, and their interfaces;</li> <li>Contractor's proposed refinements, including but not limited to additional functionality, capability, features, and User access levels to the Prototype Solution;</li> <li>Support and maintenance process that includes: <ol style="list-style-type: none"> <li>Mechanisms and processes for the Users and the Project Authority to engage the Contractor on maintenance and service issues; and</li> <li>Measures to monitor and resolve any technical performance or functionality issues arising from increased number of Users and ongoing use;</li> </ol> </li> <li>Demonstration of how the interface functionality enables Users to conduct analysis and generate insights with "Ease of Use";</li> <li>Any further requirements listed in sections 8.1, Table 1, Item 1 of Annex B – Statement of Work; and</li> </ol>	

# Attachment 1

## Litigation Support Solution Evaluation Criteria

	j.	The draft IRSS plan must also clearly detail any additional development needed to ensure the Prototype Solution meets all requirements identified in Annex B – Statement of Work.	
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### 3.2 Point Rated Technical and Business Solution Criteria

The Contractor's Prototype Solution will be rated by assigning a score to the rated requirements under 3.2(i) and (ii). Contractors who fail to submit all the information requested will be rated accordingly.

#### (i) Technical and Business Assessment Criteria

Point Rated Technical Criteria				
Number	Rated Criterion	Evaluation Criteria	Available Points	Max Points
S2-RT-1	The Prototype Solution should require minimal additional development to meet the requirements and tasks identified in Annex B – Statement of Work.	<p>The <b>IRSS</b> plan must identify whether the prototype requires additional development in terms of methodologies or modules to conduct analysis and to meet the requirements and tasks identified in Annex B – Statement of Work.</p> <p>All outstanding development to ensure that the prototype not only meets requirements, but is integrated and fully useable must be detailed in the IRSS.</p> <p>The IRSS plan must clearly outline any additional development to ensure a fully functional integrated prototype that meets the requirements.</p> <p>The IRSS plan must clearly outline any additional work above the requirements, including the estimated costs and level of effort (including time to do the additional</p>	<p>20 pts – Prototype Solution fully met the requirements – no additional development would be required to meet the requirements outlined in Annex B – Statement of Work, with the exception of refinements to the interface and User resources as part of scaling the project.</p> <p>10 pts – Prototype Solution addressed requirements but additional development is needed to ensure full functionality and effectiveness to meet the needs of Users.</p> <p>0 pts – Although requirements are met, significant development time and resources are required to finalize the Prototype Solution.</p>	20

# Attachment 1

## Litigation Support Solution Evaluation Criteria

		development work) arising from the additional work.	
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Total Score Achieved for the Technical Assessment Criteria	
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**(ii) End User Assessment Criteria**

The Contractor's Prototype Solution will be assessed and scored by a team of Users and based on the Use Case(s) which will be created in contract during Stage II. The sample Use Case(s) can be found in Appendix 1 to Attachment 1.

The Contractor's Prototype Solution will also be assessed and scored as specified in the End User Assessment Scoring Sheet in Appendix 3 to Attachment 1 – End User Assessment Criteria. The rating is performed on a scale of 120 points for the rated criteria.

Up to 12 PUG members will assess the Prototype Solution, in a controlled environment, based on the Use Case(s) which will be created in contract during Stage II. The sample Use Case(s) can be found in Appendix 1 to Attachment 1.

The Total Score Achieved by each tester on their Scoring Sheet will be added together, then divided by 12 to achieve an Average Score for End User Assessment.

**3.3 Supply Chain Security Process**

- (a) Contractor must submit specific information regarding each component of their Prototype Solution's supply chain ("Supply Chain Security Information" or "SCSI") as defined in Section 1.1 of Attachment 2, Supply Chain Integrity Assessment.
- (b) Contractor must submit Supply Chain Security Information submitted in Attachment 6 – SCI Submission Template, and must keep current, or update, any SCSI as required by the Supply Chain Security Authority. The Supply Chain Security Information will be used by Canada to assess whether, in its opinion, a Contractor's supply chain creates the possibility that the Contractor's LS Solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information in accordance with the Supply Chain Integrity Process as described in Attachment 2, Supply Chain Integrity Assessment.
- (c) By submitting its SCSI, and in consideration of the opportunity to participate in the next stage of work, the Contractor agrees to the terms of the non-disclosure agreement contained in Annex F, Non- Disclosure Agreement related to Supply Chain Integrity.



# ATTACHMENT 2

## BIDDER INFORMATION AND CERTIFICATION FORM

<b>1. BIDDER INFORMATION</b>					
<b>A. Bidder's full legal name</b>					
<i>Note to Bidders: The "Bidder" is the person or entity (or, in the case of a joint venture, the persons or entities) submitting the bid. If the Bidder is a joint venture, indicate the lead party. Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.</i>					
Name:					
<b>Bidder's mailing address</b>		Address:			
		City:		Province:	
		Postal Code:			
<b>B. Bidder's Procurement Business Number (PBN)</b>					
<i>Note to Bidders: Please ensure that the PBN provided matches the legal name of the Bidder. 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.</i>					
PBN:					
<b>C. Identification of Joint Venture Parties</b>					
<i>Note to Bidders: If the bid is submitted on behalf of a joint venture, please provide:</i>					
a. the name of each member of the joint venture;					
b. the PBN of each member of the joint venture;					
c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;					
d. the name of the joint venture, if applicable.					
(Indicate "N/A" if not applicable.)					
<b>Name of joint venture member</b>			<b>PBN of joint venture member</b>		
Name:		PBN:			
Name:		PBN:			
Name:		PBN:			
<b>Authorized Representative of the Bidder</b>		Name:			
		Title:			
		Tel. No:			
		Fax No:			
		Email:			
<b>Name of Joint Venture:</b>					
<b>D. Applicable Laws</b>					
<i>Note to Bidders: Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.</i>					
Applicable Laws:					

<b>E. LS Solution Maintenance and Support</b>	
Toll-free Telephone Access:	
Toll-Free Fax Access:	
E-Mail Access:	
Website address for web support:	
<b>F. Electronic Payment Instruments</b>	
<p><i>Note to Bidders: If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, identify below which ones are accepted.</i></p>	
<p>The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):</p> <p>( ) VISA Acquisition Card;</p> <p>( ) MasterCard Acquisition Card;</p> <p>( ) Direct Deposit (Domestic and International);</p> <p>( ) Electronic Data Interchange (EDI);</p> <p>( ) Wire Transfer (International Only);</p> <p>( ) Large Value Transfer System (LVTS) (Over \$25M);</p>	
<b>2. BIDDER CERTIFICATION AND ADDITIONAL INFORMATION</b>	
<p>Bidders must provide the required certifications and additional information to be awarded a contract.</p> <p>The certifications provided by Bidders to Canada are subject to verification by Canada at all times.</p> <p>Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.</p> <p>The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.</p>	
<b>A. Certifications Precedent to Contract Award and Additional Information</b>	
<p>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 provided will render the bid non-responsive.</p>	
<b>a. Federal Contractors Program for Employment Equity - Bid Certification</b>	

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

#### **b. Status and Availability of Resources**

**Availability of Named Individuals.** The Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by and at the time specified in the bid solicitation. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications, and experience of the proposed replacement. For the purposes of this clause, Canada will consider only the following reasons as being beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause, and termination of an agreement for default.

**Non-Employees.** If the Bidder has proposed any individual who is not one of its employees, the Bidder certifies that it has that individual's permission to propose his/her services for the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon the Contracting Authority's request, provide a written confirmation, signed by the individual, of that permission and of his/her availability. Canada may declare the bid to be non-responsive if the Bidder fails to do so.

#### **c. Education and Experience**

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

#### **d. Former Public Servant (FPS)**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

<b>Former Public Servant in Receipt of a Pension</b> As per the above definitions, is the Bidder a FPS in receipt of a pension?	<b>Yes ( ) No ( )</b>
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If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

(i) Name of former public servant		
(ii) Date of termination of employment or retirement from the Public Service		

*(Insert columns as applicable)*

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](#).

<b>Work Force Adjustment Directive</b> Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?		Yes ( ) No ( )	
If so, the Bidder must provide the following information:			
(i) Name of former public servant			
(ii) conditions of the lump sum payment incentive;			
(iii) date of termination of employment;			
(iv) amount of lump sum payment;			
(v) rate of pay on which lump sum payment is based;			
(vi) name of former public servant;			
(vii) period of lump sum payment including start date, end date and number of weeks;			
(viii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.			
<i>(Insert columns as applicable)</i> 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.			
<b>Software Publisher Certification:</b>  The Bidder certifies that it is the software publisher of all the following software products 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 pursuant to the terms set out in the resulting contract:			
<i>Note to Bidders:</i> To be completed where the Bidder itself is the Software Publisher. If the Bidder is not the Software Publisher for all software products, complete Appendix 1 to Attachment 2 for the products that are not OEM.	Name of Software:		
	Name of Software:		
	Name of Software:		
	Name of Software:		
	Name of Software:		

<b>Integrity Provisions – Required Documentation – List of Names</b>  <i>Note to Bidders: The Bidder must identify any changes affecting the list of names submitted with their response to the ITQ.</i>	Comments:		
<b>Acknowledgments</b>  By submitting a bid, the Bidder acknowledges that: <ul style="list-style-type: none"> <li>• The Bidder hereby offers 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;</li> <li>• This bid is valid for the period requested in the bid solicitation;</li> <li>• All the information provided in the bid is complete, true and accurate;</li> <li>• The Bidder Representative has the authority to submit this bid on behalf of the Bidder;</li> <li>• If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the solicitation; and</li> <li>• The Bidder understands that a signature may be requested later during the Public Service and Procurement Canada (PSPC) contract award process.</li> </ul>			
<b>Signature of Representative authorized to sign on behalf of the Bidder</b>		<b>Date</b>	
<b>Name and Title of Representative authorized to sign on behalf of the Bidder</b>			

# ATTACHMENT 3

## Bidder Submission Response Form

### 1.0 EVALUATION OF BIDDER'S PROPOSAL

#### 1.1 Mandatory Technical Criteria

The bid must meet all the mandatory technical criteria specified below.

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

Mandatory Technical Criteria (MT)			
Number	Mandatory Technical Criterion	Bid Submission Requirement	Response
MT-1	The Bidder must demonstrate its experience in the application of artificial intelligence (AI) technology services, including insights and predictive modeling, which may include <b>but not limited to</b> the use of natural language processing, text analytics, and must include structured and unstructured data.	<p>In order to demonstrate this experience, the Bidder must provide written summaries of two (2) similar projects (i.e., insights, predictive modelling, application of natural language processing, text analytics and syntheses of structured and unstructured data) they have delivered within the past five (5) years (60 months) from date of solicitation posting date.</p> <p>Within each project summary, the Bidder must provide the following information:</p> <ol style="list-style-type: none"><li>1. Name of client and brief description of project;</li><li>2. Brief description of the type and scope of services provided, methodology used and results;</li><li>3. Brief description of the role the Bidder played in providing these services (was the Bidder the Prime Contractor or a sub-contractor on the project);</li></ol>	(provide the page location of information)

	<div>4. Duration of the project, including the start and end dates (month/year to month/year);</div> <div>5. Extent to which these services were provided on-time, on-budget and in accordance with the established project objectives; and</div> <div>6. Name, telephone number and/or email address of the client reference to whom the Bidder reported. The contact information may be used to validate the information provided.</div>	
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MT-2	<p>The Bidder must demonstrate its experience in big data, data science, and artificial intelligence, specifically, either:</p> <ul style="list-style-type: none"> <li>a. significantly improving or optimizing current legacy or manual solutions (by way of performance, scalability, or cloud utilization) OR</li> <li>b. the creation of a new custom state-of-the-art artificial intelligence solution.</li> </ul>	<p>In order to demonstrate this experience, the Bidder must provide written summaries of two (2) similar projects they have delivered within the past five (5) years (60 months) from date of solicitation posting date.</p> <p>Within each project summary, the Bidder must provide the following information:</p> <ol style="list-style-type: none"> <li>1. Name of client and brief description of project;</li> <li>2. Brief description of the type and scope of services provided, methodology used and results;</li> <li>3. Brief description of the role the Bidder played in providing these services (was the Bidder the Prime Contractor or a sub-contractor on the project);</li> <li>4. Duration of the project, including the start and end dates (month/year to month/year);</li> <li>5. Extent to which these services were provided on-time, on-budget and in accordance with the established project objectives; and</li> <li>6. Name, telephone number and/or email address of the client reference to whom the Bidder reported. The contact information may be used to validate the information provided.</li> </ol>	(provide the page location of information)
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MT-3	<p>The Bidder must demonstrate that the Input Data Set can be converted to a Structured Data Set for use in the creation of an AI model to operate the solution.</p>	<p>To demonstrate this, the Bidder must provide a proposed methodology to annotate, or tag the Input Data Set for use in the AI solution. The proposed methodology must ensure the Structured Data Set factors in:</p> <ol style="list-style-type: none"><li>whether cases are outdated or have been positively or negatively treated in subsequent jurisprudence; or</li><li>explains why this is not needed and will not impact the reliability of the Query functionality.</li></ol>	<p>(provide the page location of information)</p>
MT-4	<p>The Bidder must demonstrate that the proposed Prototype Solution will support legal case law research by leveraging the Structured Data Set.</p>	<p>To demonstrate this, the Bidder must provide proposed methodology to support legal case law searches of the Structured Data Set that are based on at least five (5) factual variables. The methodology must contain search parameters by date, court level, and up to 5 factual variables (including but not limited to demographic characteristics, administrative matters, country of origin).</p>	

MT-5	<p>The Bidder must detail the reporting tools that will be provided in the proposed Prototype Solution. Reporting tools must include but are not limited:</p> <ol style="list-style-type: none"> <li>1. The ability to generate, save, and print Query(s) based on factual information, with supporting Research Memoranda with a narrative rationale to support the overall prediction for each Query, identifying/summarizing the relevance of similar cases within the existing case law history.</li> <li>2. For case law research of the Structured Data Set, that are based on at least five (5) factual variables, the ability to capture, save, and print information associated with a case or a group of cases;</li> <li>3. The ability to report on, capture, save, and print litigation trends, patterns, and relationships in case law, such as key facts that are influencing outcomes in litigation.</li> </ol>	<p>To demonstrate this, the Bidder must provide a detailed description of the reporting tools that will be available in the Prototype Solution.</p> <p>The Bidder must provide:</p> <ol style="list-style-type: none"> <li>1. A proposed methodology that describes the proposed process(es) to generate predictions and the Research Memoranda that will contain a supporting rationale for the outcome predicted for each Query. The Bidder must make reference to all the products and technology they intend to use; i.e. list of products/technology/versions/open source or COTS.</li> <li>2. A proposed methodology to support legal case law searches of the Structured Data Set that are based on at least five (5) factual variables. The methodology must contain search parameters by date, court level, and up to 5 factual variables (such as demographic characteristics, administrative matters, country of origin, etc.).</li> <li>3. A proposed methodology for the ability to report on, capture, save, and print litigation trends, patterns, and relationships in case law, such as key facts that are influencing outcomes in litigation</li> </ol>	
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MT-6	The Bidder must demonstrate their development practices will ensure that the proposed Prototype Solution meet, at a minimum, the Treasury Board Standard on Web Accessibility. <a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601</a>	The Bidder must demonstrate this by providing a document describing their framework and/or approach in applying the Treasury Board Standard on Web Accessibility standards, and how their development framework will ensure compliance with the Treasury Board Standard on Web Accessibility standards. At a minimum, the document should make specific reference to any relevant tools, techniques, methodologies, frameworks or other practices.	
MT-7	The Bidder must demonstrate that the proposed Prototype Solution will meet the <a href="https://cyber.gc.ca/en/guidance/annex-3a-security-control-catalogue-itsg-33">Government of Canada Security Control profile for Cloud-Based GC Services</a> , which is based on the security controls catalog outlined in ITSG-33 <a href="https://cyber.gc.ca/en/guidance/annex-3a-security-control-catalogue-itsg-33">https://cyber.gc.ca/en/guidance/annex-3a-security-control-catalogue-itsg-33</a>	The Bidder must provide the following:  List the items below.  A valid SOC-2 or SOC-3 report (ISAE-3402), ISO-27001 Certification, or compliance with U.S. National Institute of Standards and Technology (NIST) Publication 800-53.	
MT-8	The Bidder must demonstrate that the Prototype Solution will have the functionality to enable Users to export reports in xlsx, csv and pdf.	The Bidder must demonstrate this by providing a description of the mechanisms through which analysis and reports can be exported in xlsx, csv and pdf.	
MT-9	The Bidder must demonstrate that the proposed Solution will provide auditing and tracking of User Account activity. The auditing and tracking function must provide details on:  1. The User that performed these administrative actions against a User record.  2. When a User record was last updated, and by whom.	Bidder must demonstrate this by providing a description of the auditing and tracking functionality and capabilities of the Prototype Solution.  This description must include:  1. An outline of the security monitoring procedures and notification processes to assure authorized access to the Litigation Support Solution; and 2. Description of auditing features	

## 1.2 Point Rated Technical Criteria

Point rated criteria will be evaluated and scored as specified in the table inserted below. Each point rated technical criterion should be addressed separately. Bids which fail to obtain the overall minimum required score of 54 specified below will be declared non-responsive, and will be given no further consideration in the evaluation process.

Point Rated Technical Criteria (RT)				
Number	Rated Technical Criterion	Bid Submission Requirement	Evaluation Criteria	Max Points
S1-RT1	<p><b>Bias and Risk</b></p> <p>The Bidder should provide details on their considerations of bias, discrimination, reliability and validity of the Model, including its predictive outcomes, and outline any risk or mitigation strategies they intend to use.</p>	<p>The Bidder should demonstrate this by providing documentation detailing:</p> <ol style="list-style-type: none"> <li>Sources and risks of potential bias and discrimination, and how they are mitigated (including testing for outcomes and biases and fair, comprehensive and inclusive data collection practices).</li> <li>How they will assess the reliability and validity of the Model and what mechanisms will be used to minimize risk of errors or incorrect results.</li> </ol>	<p>Points will be allocated as follows:</p> <ol style="list-style-type: none"> <li><b>Bidder detailed sources and risk of potential bias and discrimination and how they could be mitigated (including testing for outcomes and biases and fair, comprehensive and inclusive data collection practices)? (0, 5, or 10 points)</b></li> </ol> <p><b>10 pts</b> – Bidder demonstrated a strong understanding of ethical considerations and how to mitigate ethical risks for the solution (included full details and examples).</p> <p><b>5 pts</b> – Bidder demonstrated some understanding of ethical considerations and how to mitigate ethical risks for the solution (included some details).</p> <p><b>0 pts</b> – Bidder did not demonstrate an understanding of ethical considerations and how to mitigate ethical risks for the solution.</p>	20
				(provide the page location of information)

		<p><b>2. Bidder detailed sources and risk of potential errors in the methodology and how the risk(s) would be mitigated? (0, 5, or 10 points)</b></p> <p><b>10 pts</b> – Bidder clearly demonstrated the risk of error and provided a detailed and acceptable approach to mitigating it (includes full details and examples).</p> <p><b>5 pts</b> – Bidder somewhat demonstrated the risk of error and provided and acceptable approach to mitigating it (includes some details and examples).</p> <p><b>0 pts</b> – Bidder does not demonstrate understanding of the risk of error.</p>			

S1-RT2	<p><b>Use of Open Source Software</b></p> <p>The Bidder may utilize open source software to construct the LS Solution.</p>	<p>The Bidder should demonstrate the use of open source software and provide an explanation of integration into overall solution.</p>	<p>Points will be allocated as follows:</p> <p><b>Bidder provided a detailed explanation of the use of open source software that would be used and how it will be integrated into the overall solution? (0, 5, or 10 points)</b></p> <p><b>10 pts</b> – Bidder will use all open source software and components to develop the solution and provided an explanation of integration into overall solution.</p> <p><b>5 pts</b> – Bidder will use some open source software components to develop the solution and provided some explanation of integration into the overall solution.</p> <p><b>0 pts</b> – Bidder will not use any open source software components to develop the solution.</p>	<p><b>10</b></p>	<p>(provide the page location of information)</p>
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S1-RT3	<p><b>Accessibility</b></p> <p>The Bidder should have previous experience applying the Treasury Board Standard on Web Accessibility.</p> <p><a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601</a></p>	<p>The Bidder should demonstrate this by providing:</p> <ol style="list-style-type: none"> <li>1. Links to work/product(s) and/or reference(s) for product(s) or solution(s) that demonstrate it meets the Treasury Board Standard on Web Accessibility standards, developed by the Bidder in the last 3 years from RFP publication date.</li> </ol> <p>Reference includes:</p> <ol style="list-style-type: none"> <li>a. Description of product or solution;</li> <li>b. Name of organization;</li> <li>c. Name of contact; and</li> <li>d. Email and phone number for contact</li> </ol>	<p>Points will be allocated as follows:</p> <p><b>Bidder provided reference(s) and work /or product(s) or solution(s) that demonstrate they have the experience to provide products that meet Treasury Board Standard on Web Accessibility (0, 5, 8 or 10 points)</b></p> <p><b>10 pts</b> – Bidder provided a reference AND a link to work/product(s) for every example that meets the Treasury Board Standard on Web Accessibility.</p> <p><b>8 pts</b> – Bidder provided a link to work/product(s) for every example that meets the Treasury Board Standard on Web Accessibility.</p> <p><b>5 pts</b> – Bidder provided a reference for every example product or solution that meets the Treasury Board Standard on Web Accessibility.</p> <p><b>0 pts</b> – Bidder did not provide references or links for products or solutions that meet the Treasury Board Standard on Web Accessibility.</p>	10	(provide the page location of information)
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S1-RT4	<p>The Bidder should demonstrate its experience in the application of artificial intelligence (AI) technology services to the use of structured and unstructured case law data.</p>	<p>The Bidder must provide written summaries of similar projects they have delivered within the past five (5) years (60 months) from date of solicitation posting date.</p> <p>Within each project summary, the Bidder should provide the following information:</p> <ol style="list-style-type: none"> <li>1. Name of client and brief description of project;</li> <li>2. Brief description of the type and scope of services provided, methodology used and results;</li> <li>3. Brief description of the role the Bidder played in providing these services (was the Bidder the Prime Contractor or a sub-contractor on the project);</li> <li>4. Duration of the project, including the start and end dates (month/year to month/year);</li> <li>5. Extent to which these services were provided on-time, on-budget and in accordance with the established project objectives; and</li> <li>6. Name, telephone number and/or email address of the client reference to whom the Bidder reported. The contact information may be used to validate the information provided.</li> </ol>	<p>Points will be allocated as follows:</p> <p><b>Bidder provided a detailed project summary of similar projects. (0, 10, or 20 points).</b></p> <p><b>20 pts</b> – Bidder demonstrated the successful delivery of 2 or more similar projects or products, where the Bidder was the prime contractor on at least 1 of those projects.</p> <p><b>10 pts</b> – Bidder demonstrated the successful delivery of 1 similar projects.</p> <p><b>0 pts</b> – Bidder did not demonstrate successful delivery of any similar projects.</p>	20	(provide the page location of information)
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Point Rated Business Criteria (BT)				
Number	Rated Business Criterion	Bid Submission Requirement	Evaluation Criteria	Max Points
S1-RB1	<p><b>Training</b></p> <p>The Bidder should demonstrate experience in providing training services for AI solutions within the last two (2) years of RFP posting date: Training for:</p> <ol style="list-style-type: none"> <li>1. System Administrators; and</li> <li>2. Users.</li> </ol>	<p>The Bidder should provide a description of at least one AI project for which the training was provided. Please include the following information:</p> <ol style="list-style-type: none"> <li>1. Name of the Client(s);</li> <li>2. Organization for which the training was performed;</li> <li>3. Duration of work (start and end dates in MM/YY format); and,</li> <li>4. Overview of training approach and tasks/products that was delivered.</li> </ol>	<p>Points will be allocated as follows:</p> <p><b>Bidder provided a detailed description for training services and content that will be offered. (0, 5, or 10 points).</b></p> <p><b>10 pts</b> – Bidder demonstrated the successful delivery of training services and content (<b>3 or more clients</b>) and addressed the needs of training both System Administrators and Users. Bidder provided samples of previously delivered training services and content.</p> <p><b>5 pts</b> – Bidder demonstrated the successful delivery of training services and content (<b>one or more and less than 3 clients</b>). Bidder provided samples of previously delivered training services and content.</p> <p><b>0 pts</b> – Bidder did not demonstrate evidence of previously delivered training services or content.</p>	<b>10</b>

S1-RB2	<p><b>Support</b></p> <p>The Bidder should have experience in providing web-based client support services for AI solutions within the last two (2) years of RFP posting date.</p>	<p>The Bidder should provide a description of at least one project for which the support services was provided. Please include the following information:</p> <ol style="list-style-type: none"> <li>1. Name of the Client;</li> <li>2. Organization for which the support was provided;</li> <li>3. Duration of work (start and end dates in MM/YY format); and,</li> <li>4. Overview of support services and tasks that was delivered.</li> </ol>	<p>Points will be allocated as follows:</p> <p><b>Bidder provided a detailed description and rationale for the support services and content that will be offered. (0, 5, or 10 points).</b></p> <p><b>10 pts</b> – Bidder demonstrated the successful delivery of support services and content (<b>3 or more clients</b>).</p> <p>Bidder provided samples of previously delivered support services and content.</p> <p><b>5 pts</b> – Bidder demonstrated the successful delivery of support services and content (<b>one or more and less than 3 clients</b>).</p> <p>Bidder provided samples of previously delivered support services and content.</p> <p><b>0 pts</b> – Bidder did not demonstrate evidence of previously delivered support services and content.</p>	10	
S1-RB3	<p><b>Reporting</b></p> <p>The Bidder should detail any additional reporting tools that will be provided in the proposed Prototype Solution in addition to those required in MT-5 above.</p>	<p>The Bidders response should include the following:</p> <ol style="list-style-type: none"> <li>1. List of additional reporting tools that will be available to Users;</li> <li>2. Relevance and added value of the reporting tools to the User's work;</li> </ol>	<p>Points will be allocated as follows:</p> <p><b>Bidder provided a detailed list of reports that will be available to Users and provided detail on the relevance and added value of the reporting tools to the User's work (0, 3, 5, 8, or 10 points)</b></p> <p><b>10 pts</b> – Bidder provided a detailed list of more than three additional reports that will be available to Users. Bidder explained in great detail how the additional reporting tools can enhance and add value to the Users' work.</p>	10	

			<p><b>8 pts</b> – Bidder provided somewhat detailed list of three additional reports that will be available to Users. Bidder explained in detail how the additional reporting tools can enhance and add value to the Users’ work.</p> <p><b>5 pts</b> – Bidder provided somewhat of a detailed list of two additional reports that will be available to Users. Bidder explained in some detail how the additional reporting tools can enhance and add value to the Users’ work.</p> <p><b>3 pts</b> – Bidder provided somewhat of a detailed list of one additional report that will be available to Users. Bidder’s explanation for how the additional reporting tools can enhance and add value to the Users’ work is insufficient.</p> <p><b>0 pts</b> – Bidder did not provide a list of additional reports that will be available to Users OR the functionality will not exist in the Prototype Solution. Bidder did not explain how the additional reporting tools can enhance and add value to the Users’ work OR the functionality will not exist in the Prototype Solution.</p>		
<b>Total Points Available for Point Rated Technical Criteria:</b>					<b>90</b>

# ATTACHMENT 4

## FINANCIAL BID PRESENTATION SHEET

### 1. Initial Work

#### 1.1 Stage II - Initial Work to develop and deliver the LS Solution Prototype

**Table 1** - Firm All-Inclusive Price for the Stage II Work as described in article 7.1 of the Statement of Work in Annex B. Develop and deliver a LS Solution Prototype, including providing access to and use of the LS Solution Prototype for 25 Users during the initial contract period:

Item #	Description	Due Date	Firm All-Inclusive Price (A)
1	Deliverable No. 8.1.1, 8.1.2, 8.1.3, 8.1.4, 8.1.5, 8.1.6 and 8.1.7 of the Statement of Work in Annex B	70 business days from Project Launch of Stage II	\$
<b>Total Evaluated Bid Price for Stage II = (A)</b>			<b>\$</b>

**Table 2** - Firm All-Inclusive Price for the Optional Stage III-A work described in article 7.2 of the Statement of Work in Annex B - Finalization of the LS Solution:

Item #	Description	Due Date	Firm All-Inclusive Price (B)
1	Deliverable No. 8.2.1, 8.2.2, 8.2.3, 8.2.4, 8.2.5, 8.2.6, 8.2.7, 8.2.8 and 8.2.9 of the Statement of Work in Annex B	60 business days from acceptance of updated IRSS Plan	\$
<b>Total Evaluated Bid Price for Stage III-A = (B)</b>			<b>\$</b>

### 2. Optional Goods and Services

**Table 3** - Firm all-inclusive price for Optional Stage III-B Work – 6 month Hosting and Managing of the LS Solution, including access to and use of the LS Solution and Maintenance and Support Services, Training as described in article 7.2 of the Statement of Work in Annex B:

Item #	Description	Firm All-Inclusive Price (C)
1	Optional 6 month Hosting and Managing services including access to and use of the LS Solution for 25 users.	\$
<b>Total Evaluated Bid Price for Stage III-B = (C)</b>		<b>\$</b>

**Table 4 - Firm all-inclusive price for Optional 1-year Hosting and Managing of the LS Solution, including access to and use of the LS Solution and Maintenance and Support Services, including Training as described in article 7.2 of the Statement of Work in Annex B:**

Item #	Description	Option Period 2	Option Period 3	Option Period 4
		Firm All-Inclusive Price (D)	Firm All-Inclusive Price (E)	Firm All-Inclusive Price (F)
1	Optional 1-year Hosting and Managing services including access to and use of the LS Solution for 25 users.	\$	\$	\$
<b>Total Evaluated Bid Price for Stage III-B Training = (D)+(E)+(F)</b>				<b>\$</b>

## 2.1 Task Authorized Optional Professional Services

**Table 5 -** Firm all-inclusive per diem rates for each Category of Work including overhead and profit, and excluding materials and supplies, applicable taxes extra to be provided on an “as and when requested basis” as described in Statement of Work in Annex B:

Item #	Category of Work	Option Period 1	Option Period 2	Option Period 3	Option Period 4		Estimated Quantity per annum (Days) for Evaluation Purposes (K)	Total Extended Price  (G+H+I+J) x K = L
		Firm All-Inclusive Price per user (G)	Firm All-Inclusive Price per user (H)	Firm All-Inclusive Price per user (I)	Firm All-Inclusive Price per user (J)			
1	Application/Software Architect	\$	\$	\$	\$		5	\$
2	Programmer/Software Developer	\$	\$	\$	\$		15	\$
							15	\$
3	Tester	\$	\$	\$	\$		2.5	\$
4	Web Developer	\$	\$	\$	\$		15	\$
5	Web Graphics Designer	\$	\$	\$	\$		5	\$
6	Data Conversion Specialist	\$	\$	\$	\$		10	\$
7	Database Modeller/Information Management Modeller	\$	\$	\$	\$		5	\$
8	Business Analyst	\$	\$	\$	\$		5	\$
9	Technical Writer	\$	\$	\$	\$		5	\$
10	Project Coordinator	\$	\$	\$	\$		15	\$
11	Project Manager	\$	\$	\$	\$		15	\$
12	Quality Assurance Specialist/Analyst	\$	\$	\$	\$		2.5	\$
Total Evaluated Bid Price for “as and when requested” Professional Services (M) = (L1:L12)								

**Note to Bidder:** For any given resource category where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods, the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first year of the Contract.

3. Total Evaluated Bid Price

Table	Description	Total Evaluated Bid Price per Table
1	Total Evaluated Bid Price for Stage II	\$
2	Total Evaluated Bid Price for Stage III - A Finalization of the LS Solution	\$
3	Total Evaluated Bid Price for Stage III - B Optional 6 month Subscription Hosting and Managing (Option Period 1)	\$
4	Total Evaluated Bid Price for Stage III - B Optional 1-year Subscription Hosting and Managing (Option Periods 2,3,4)	\$
5	Total Evaluated Bid Price for Stage III - B Task Authorized Optional Professional Services	\$
Total Evaluated Bid Price = A+B+C+D+E+F+M		\$

# ATTACHMENT 5

## Submission Completeness Review Checklist

(Please ensure the following information is provided with your Submission)

- A. ☐ Bidders Full Legal Name and/or Operating Name
- B. ☐ Procurement Business Number (PBN)
- C. ☐ Bidders Response to Mandatory and Rated Requirements
  - a. Attachment 3 - Bidder's Submission Response Form
- D. ☐ Integrity Provisions - List of Names of the Board of Directors
- E. ☐ Authorized Representative of Bidder for the Evaluation Purposes

Bidder's Full Name (Legal and/or Operating): \_\_\_\_\_

Procurement Business Number: \_\_\_\_\_

Name of Authorized Signatory of Bidder: \_\_\_\_\_

Email of Authorized Signatory of Bidder: \_\_\_\_\_

Signature of Authorized Signatory of Bidder: \_\_\_\_\_



# ATTACHMENT 6

## Supply Chain Integrity Assessment

### 1. Mandatory Requirements

#### 1.1. Contractor must submit, with their Prototype Solution, the following SCSi:

1.1.1. **IT Product List:** Contractor must identify the LS Solution over which Canada's Data would be transmitted and/or stored that will be used and/or installed to perform any part of the Work and/or Services described in the resulting contract, in regards to each LS Solution, by completing the *Attachment 7 - Supply Chain Security Requirements* as provided in the Request for Proposal (RFP), which includes following information:

- (a) **OEM Name:** Enter the name of the original equipment manufacturer (OEM) of the product that is being ordered.
- (b) **OEM DUNS Number:** Enter the DUNS number of the OEM. The Data Universal Numbering System (DUNS) is a unique nine-digit number assigned to each physical location of a businesses. It is a worldwide standard and is used to determine the credit score of a company. If the company does not have a DUNS number, or you are unable to find one, please fill out the requested information on "C - Ownership Information". Ownership information consists of the top 5, by percentage, investors and owners of the company. The names provided for investors and owners should be those found in investment or ownership documents for the company in question.
- (c) **Product Name:** Enter the OEM's name for the product.
- (d) **Model Number:** Enter the OEM's model and/or version number of the product.
- (e) **Product URL:** Enter the URL of the OEM's webpage for the product.
- (f) **Vulnerability Information:** Enter information concerning the last 5 security issues that were reported about the product. If the OEM posts this information to the CVE website, list the CVE numbers separated by semi-colons (;). If the OEM does not post this information to the CVE website, you will need to ask the OEM directly for security vulnerability information and provide this information to the Canadian Centre for Cyber Security. If this is the case for a particular product, enter "see attached information" in the Vulnerability Information field, and include the filename(s) in the additional information column which provide the required vulnerability information.

- 1.1.2. **Ownership Information:** Contractor must identify the original equipment manufacturer (OEM) of the product(s) or service(s) ordered, as well as the name of any Contractor (i.e. subcontractors (individuals or companies), sub-contractors of sub-contractors (individuals or companies) down the chain, re-seller, distributor, sub-processors, etc.) of the product(s) or service(s) that are being ordered.

This list must identify all third parties who may perform any part of the Work, whether they would be subcontractors to the Contractor, or subcontractors to subcontractors of the Contractor down the chain. Any subcontractor that could have access to Canada's Data must be identified. For the purposes of this requirement, a third party who is merely a Contractor of goods to the Contractor, but who does not perform any portion of the Work, is not considered to be a subcontractor. Subcontractors would include, for example, technicians who might be deployed or maintain the Contractor solution. If the Contractor does not plan to use any subcontractors to perform any part of the Work, the Contractor is requested to indicate this in its response.

Contractors are requested to provide their information on Attachment 7. It is requested that Contractors indicate their legal name on each page, insert a page number as well as the total number of pages. Contractors are also requested to insert a separate row for each subcontractor and additional rows as may be necessary.

For each of these entities listed, provide either:

- (a) **OEM DUNS Number:** Enter the DUNS number of the OEM. The Data Universal Numbering System (DUNS) is a unique nine-digit number assigned to each physical location of a businesses. It is a worldwide standard and is used to determine the credit score of a company. If the company does not have a DUNS number, or you are unable to find one, fill out the requested information on "C - Ownership Information". Ownership information consists of the top 5, by percentage, investors and owners of the company. The names provided for investors and owners should be those found in investment or ownership documents for the company in question.
- (b) **Country / Nationality:** The country which an individual listed has their primary nationality or the country in which a corporate entity is registered.
- (c) **Corporate website link:** For each of OEM or Contractor name, Ownership, Investors, and Executives listed above provide a URI / URL to the information that supports the claims listed in each of the fields.

- 1.1.3. **Network Diagrams:** one or more conceptual network diagrams that collectively show the complete network proposed to be used to deliver the services described in the draft Statement of Work. The network diagrams are only required to include portions of the Contractor's network (and its subcontractor's network(s)) over which Canada's Data, would be transmitted in performing any resulting contract. As a minimum the diagram must show:

- (a) The following key nodes for the delivery of the services under the resulting contract of this solicitation process, if applicable the role of the Contractor or subcontractor;
  - i. Service delivery points;
  - ii. Core network
  - iii. Subcontractor network (specifying the name of the subcontractor as listed in the Ownership Information);
- (b) The node interconnections, if applicable
- (c) Any node connections with the Internet; and
- (d) For each node, a cross-reference to the product that will be deployed within that node, using the Excel row number from the IT Product List.

## **2. Assessment of Supply Chain Security Information**

- 2.1. Canada will assess whether, in its opinion, the Supply Chain Security Information creates the possibility that the Contractor's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.
- 2.2. In conducting its assessment:
  - (a) Canada may request from the Contractor any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. The Contractor will have 2 working days (or a longer period if specified in writing by the Supply Chain Security Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the response being disqualified.
  - (b) (Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the response or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.
- 2.3. If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a solution, creates the possibility that the Contractor's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:
  - (a) Canada will notify the Contractor in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Contractor regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Contractor; therefore, in some circumstances, the Contractor will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Contractor Supply Chain Security Information.
  - (b) The notice will provide the Contractor with one opportunity to submit revised Supply Chain Security Information within the 10 calendar days following the day on which Canada's written notification is sent to the Contractor, (or a longer period specified in writing by the Supply Chain Security Authority).
  - (c) If the Contractor submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Contractor revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the response will be disqualified.
- 2.4. By participating in this process, the Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. The Contractor also acknowledges that Canada's security assessment will involve the assessment of their Prototype Solution.

# ATTACHMENT 8

## Software Publisher 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 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 pursuant to the terms set out in the resulting contract:


*[Bidders should add or remove lines as needed]*

# ATTACHMENT 9

## SOFTWARE PUBLISHER AUTHORIZATION FORM

This confirms that the software publisher identified below has authorized the Contractor named below to license its proprietary software products under any contract identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the contract, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

*[Contractor 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 \_\_\_\_\_

Contract Number \_\_\_\_\_

Name of Contractor \_\_\_\_\_

# Appendix 1 to Attachment 1

## Litigation Support Solution – Use Case

***The following use case must be demonstrated in the Stage II usability assessment and will be scored based on the evaluation criteria in Attachment 1.***

### Use Case 1

#### Context:

IRCC Litigation analysts, DOJ's IRCC DLSU counsel, and DOJ litigators must address Federal Court litigation files where in the vast majority of cases the Minister of IRCC is named as the respondent. Time is dedicated to conducting legal research to evaluate the defensibility of decisions under the Immigration and Refugee Protection Act and Immigration and Refugee Protection Regulations, and to track litigation trends that may represent emerging vulnerabilities to IRCC policy, programs, or operations.

#### Challenge:

Analysts, counsel, and litigators consider numerous factors when determining whether a particular case will be relevant to the case at hand. The solution will be an assist tool for these users with a goal of enhancing their legal research, analysis and applicability of all relevant decided cases, legal knowledge, finding efficiencies, and providing comprehensive feedback. More specifically, IRCC and DOJ would like to use AI and ML to support legal research, analysis, and to predict potential outcomes in litigation, and for trend analysis to support broader litigation strategies.

#### Scenario:

##### 1.0 Solution Functionality Assessment

Apply AI and ML technologies to provide an interactive and user-friendly interface to search, find, analyze, organize, visualize, and generate reports on litigation trends, patterns, and relationships.

##### 2.0 Test Case Requirements to be assessed

1. Identify the relevant factual variables that must form part of the query.
2. Identify all case law where a Humanitarian and Compassionate Grounds (H&C) decision is challenged at the Federal Court, Federal Court of Appeal, and the Supreme Court of Canada.
3. Create an artificial intelligence model that considers factors (factual information) that may influence the success or failure of a litigation case at the Federal Court.
4. Provide the ability for users to conduct advanced and regular queries against the artificial intelligence model based on common H&C litigation case criteria.
5. Identify and rank order cases that are deemed relevant to the litigation case criteria being searched.
6. Produce a predictive score for how the sample litigation case is likely to be decided at the Federal Court based on the search criteria and all relevant and applicable decided cases along with a research memo with a narrative rationale support the prediction or information to generate a research memo that supports the prediction having regard to relevant and applicable case law.
7. Generate an output file that allows for all of the individual litigation case analysis to be easily exported and viewed in Microsoft Excel or Word.
8. Save all information associated with the queries, including but not limited to the search criteria, case results, predictive results, and visual aids, in CSV or XML format for future evaluation.

##### 3.0 Data Sources and Information

See statement of work 6.2.

# APPENDIX 2 TO ATTACHMENT 1

## Privacy and Security Requirements

This Appendix describes the privacy and security requirements that the Contractor must meet to ensure that the privacy and security measures specified in this document are implemented and maintained throughout the provision of the Litigation Support Solution.

### 1) Operational Security

- a) Data must be stored, accessed and transmitted in accordance with the Government of Canada's "Protected B" security control profile as outlined in the Government of Canada PBMM Cloud Profile (<https://www.canada.ca/en/government/system/digital-government/modern-emerging-technologies/cloud-services/government-canada-security-control-profile-cloud-based-it-services.html>).
- b) The Contractor must ensure that all activities carried out in relation to the Privacy and Security Requirements section provide comparable levels of protection to those identified in the Government of Canada Security Control Profile for Cloud-based GC Services (<https://www.canada.ca/en/government/system/digital-government/modern-emerging-technologies/cloud-computing/government-canada-security-control-profile-cloud-based-it-services.html>) as well as meets or exceeds industry standard or best practice, whichever is greater.
- c) The Contractor must prevent its personnel from having access to personal e-mail or instant messaging applications on the computing resources used to conduct the Work.

### 2) Physical Security

- a) The Contractor must implement physical security safeguards to protect Canada's material and information from loss, damage or theft. The Contractor must at a minimum provide the following safeguards:
  - i) Control personnel access to the facility;
  - ii) Fire prevention and suppression equipment;
  - iii) Provide intrusion detection against forced entry;
  - iv) Monitor the facility;
  - v) Provide the ability to remove disorderly, disruptive or threatening people from the facility;
  - vi) Restrict public traffic to one area - Reception Zone;
  - vii) Provide a secure physical area to host the IT backend systems such as file and database servers containing information related to the Work that meets the standards outlined in RCMP's guideline entitled: G1-031 Physical Protection of Computer Servers (<http://www.rcmp-grc.gc.ca/physec-secmat/pubs/g1-031-eng.htm>); and
  - viii) Use approved secure containers which provide a comparable national level of protection as Canadian standards (from the RCMP Security Equipment Guide provided by the Project Authority upon request) for the storage of any data related to the Work, including any laptops or tablets.
- b) Maintaining authorized access to protected and classified assets and valuables is paramount when being transported.
- c) When transporting protected and classified assets from one person or place to another, safeguards must include controlling access to the information by need-to-know. This also applies to the servicing of containers.

- d) When transmitting protected and classified assets from one person or place to another, safeguards must depend on proper packaging, an appropriate and reliable postal or courier service and the anonymity of the information while in transit.

### **3) Information Technology Security**

- a) The Contractor must safeguard any database or computer system on which the data related to the Work under this Contract is stored from unauthorized access using safeguards. Such safeguards must include:
  - i) Authentication and authorization controls;
  - ii) Perimeter defence – firewall;
  - iii) Intrusion detection;
  - iv) Network isolation; and
  - v) Disabling all removable media access to desktop computer, such as: USB ports, Wi-Fi, Disk Drives, DVD/CDROM drive, Bluetooth.

### **4) Event Logs, Audits**

- a) The Contractor must maintain audit logs that electronically record all instances of any attempts to access information records stored electronically. The audit log must be in a format that can be reviewed by the Contractor and Project Authority at any time. The audit logs must contain at a minimum the following data elements:
  - i) Originating entity (e.g. user id);
  - ii) Date and time of event;
  - iii) Type of event;
  - iv) Object: unique identifier of the records/data set that was manipulated;
  - v) Result status (if applicable);
  - vi) Machine: unique identifier of the machine; and
  - vii) Location: unique identifier of the location.
- b) The Contractor must retain securely the audit logs for at least six (6) months and make the logs available to the Project Authority upon request.

### **5) Authentication and Authorization**

- a) The Contractor must store information electronically so that a password (or a similar access control mechanism) is required to access the system or database in which the information is stored.
- b) The Contractor must ensure that passwords or other access controls are provided only to personnel who require access to the information to perform the work.
- c) The Contractor must implement strong passwords that consist of at least eight (8) characters, and include, at a minimum, all of the following requirements:
  - i. at least one (1) uppercase letter (i.e., A – Z);
  - ii. at least one (1) lowercase letter (i.e., a – z);
  - iii. at least one (1) non-alphanumeric character (i.e. %+@!); and
  - iv. at least two (2) numerical characters (i.e., 0 – 9).
- d) The Contractor must force a lock-out period after a configurable number of unsuccessful attempts.



- e) The Contractor must ensure user accounts are promptly removed upon termination of personnel.

#### **6) Malware Prevention**

- a) The Contractor must install anti-malware software using safeguards onto all IT systems involved in the performance of the Work under this Contract.
- b) The Contractor must ensure that anti-virus verification is performed daily and that the virus definitions are updated daily.

#### **7) Network Security**

- a) The Contractor must encrypt all information that is gathered, stored, transferred and transmitted in the system and must use Communication Security Establishment (CSE) approved algorithms as prescribed in the CSE publication ITSP.40.111 *Cryptographic Algorithms for UNCLASSIFIED, PROTECTED A, and PROTECTED B Information* (<https://cyber.gc.ca/en/guidance/cryptographic-algorithms-unclassified-protected-and-protected-b-information-itsp40111>).

#### **8) Other IT Security**

- a) The Contractor must immediately apply the security patches as recommended by the publisher of the operating system and application vendors on all computing platforms used in the performance of the Work under the Contract.
- b) The Contractor must maintain detailed records of any changes performed on information systems processing/storing of information. The Contractor must make change and configuration management records available to the Project Authority upon request.

#### **9) Information Management**

- a) The Contractor must develop and provide the Project Authority with a Security Plan for review and approval. The Security Plan must address, at a minimum, a description of:
  - i. The Contractor's security roles and responsibilities;
  - ii. The Contractor Security screening process and related personnel security safeguards;
  - iii. The physical security safeguards;
  - iv. The Contractor security awareness program;
  - v. The Contractor configuration management program;
  - vi. The Contractor's IT security safeguards (e.g. firewall, authentication and authorization systems, auditing and logging);
  - vii. The Contractor contingency planning (business continuity, disaster recovery);
  - viii. The Contractor's privacy and security incident response processes;
  - ix. The Contractor's audit and accountability program;
  - x. The Contractor's internal verification and risk mitigation processes;
  - xi. The Contractor's security hardening process;
  - xii. The Contractor's operating system and applications patching process;
  - xiii. The Contractor's hardening practices and standards; and
  - xiv. The Contractor's safeguards around secure containers and the management of their keys and combinations.

- b) The Contractor must make available to the Project Authority upon request, all reasonable, pertinent information to allow Canada to conduct a Threat and Risk Assessment, should Canada decide to conduct its own threat and risk assessment of site operations. This information may include, but is not limited to:
  - i. Policies and procedures;
  - ii. Security Plan;
  - iii. Emergency Response Plan;
  - iv. System logs related to IT system processing/storing information;
  - v. Vulnerability assessment reports;
  - vi. Penetration test reports; and
  - vii. User and authorization definition reports.
- c) The Contractor must periodically monitor its security posture and provide to the Project Authority at a minimum, the following:
  - i. Re-assess local security threats at least once a year, or when a significant change demands it;
  - ii. Conduct security review after a significant security incident;
  - iii. Conduct vulnerability assessments of system hosts, at least once a year;
  - iv. Conduct perimeter defence safeguard penetration testing at least once a year;
  - v. Conduct internal or authorized third party audit of security processes and procedures, at least once a year; and
  - vi. Conduct information systems and manual logs review, at least once weekly.

#### **10) Detection, Response and Recovery**

- a) The Contractor must notify the Project Authority immediately of any security breaches or security incidents related to the performance of the Work under the Contract. Such incidents may include:
  - i. Unauthorized access, use or disclosure of information;
  - ii. Incidents that may jeopardize the security or integrity of information;
  - iii. Malfeasance (information theft, allegations of bribery or blackmail);
  - iv. Bomb threats;
  - v. Fire emergencies;
  - vi. Physical assaults;
  - vii. Threats (oral/written/telephone);
  - viii. Break and enter;
  - ix. Demonstrations/illegal occupations;
  - x. Vandalism;
  - xi. Theft (inventoried assets/items);
  - xii. Damage/loss (material assets);
  - xiii. Computer malware (e.g. virus);
  - xiv. IT system security breach; and
  - xv. Tampering of security containers.

- b) The Contractor must develop and document Incident Handling Procedures for privacy breaches and security incidents, including escalation procedures depending on the severity of the breach or incident. Such procedures must include:
  - i. Taking immediate action to stop the breach and to secure the affected records, systems or websites;
  - ii. Taking all reasonable steps to resolve the problem and prevent its re-occurrence;
  - iii. Documenting the privacy breach or security incident;
  - iv. Notifying the Project Authority immediately of situations where information is at risk of being compromised;
  - v. Notifying the individuals whose information has been disclosed;
  - vi. Implementing measures requested by the Project Authority;
  - vii. Documenting the corrective actions taken.

#### **11) Security Reporting**

- a) Within thirty (30) calendar days after the end of the calendar year, the Contractor must submit to the Project Authority the Annual Security Report containing at a minimum the following:
  - i. The list of all locations where information in electronic format is stored (e.g., the location where any server housing a database including any information is located), including back-ups;
  - ii. The list of every person to whom the Contractor has granted access to the information;
  - iii. The list of all safeguards being taken by the Contractor to protect the information;
  - iv. The list and detailed explanation of any potential or actual threats to the information together with an assessment of the risks created by these threats and the adequacy of existing safeguards to prevent these risks; and
  - v. The list and detailed explanation of any new safeguards the Contractor intends to implement to protect the information in the next year.

#### **12) Disposing of Records**

- a) The Contractor must dispose of records and electronic data as prescribed in the Communications Security Establishment publication ITSP.40.006 v2 *IT Media Sanitization* found at <https://www.cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006>

# APPENDIX 3 TO ATTACHMENT 1

## PROTOTYPE SOLUTION

(Stage II End User Assessment Scoring Sheet)

<b>End User Name (First and Last)</b>	
<b>Department and Branch</b>	
<b>Email Address</b>	
<b>Prototype Solution Assessed (Bidder Name and Solution Name)</b>	
<b>Date</b>	

Point Rated Requirements			
No.	Rated Criteria	Evaluation Criteria	Available Points
PUG-RT1	<p>The Prototype Solution interface should provide the functionality to enable Users to conduct analysis and generate insights with "Ease of Use"</p> <p>Examples of "Ease of Use":</p> <ol style="list-style-type: none"> <li>Prototype Solution is intuitive in nature for Users to find and manipulate data and information, generate reports, charts, tables and save results, and having features such as drag and drop.</li> <li>Features are simple to access and operate.</li> <li>Prototype Solution provides a feature for Users to operate in an Administrator or User mode, based on username, password, and roles assigned to the username.</li> </ol>	<p>The overall design and layout of the Prototype Solution interface for analysis and generating insights should be clear, simple, and use design features and symbols that are intuitive to Users.</p> <p>The interface to conduct analysis and compile results based on the case law should induce the viewer to think about the substance and analytical or reporting task at hand.</p> <p>The design of the interface and various layers or modules should:</p> <ol style="list-style-type: none"> <li>Have good contrast, repetition, alignment and proximity between elements</li> <li>Have elements that are well defined</li> <li>Have elements that are well populated</li> <li>Have User controls that are easy to understand, interpret, and use</li> <li>Use a font that is well suited to the application</li> <li>Maintain readability while presenting many numbers or text in a small space</li> <li>Encourage the eye to compare different pieces of data</li> </ol>	<p>40 pts – Excellent – Innovative, intuitive, clear display, easy to interpret, allows Users to easily complete Use Case(s). Users are able to complete the tasks related to this requirement without help or support during usability testing.</p> <p>30 pts – Very Good – intuitive, clear display, easy to navigate but requires effort to complete certain tasks required to complete the Use Case(s). Users can generate insights and complete tasks but the Prototype Solution is not necessarily intuitive or innovative in all aspects.</p> <p>20 pts – Good – Clear display, not intuitive, not innovative, analytical and visualization information are not easily accessible or navigable but Users can generate insights and complete their tasks with time and effort.</p> <p>10 pts – Poor – Not intuitive, display is not clear, Users cannot generate or</p>

		<p>h. Display the data at several levels of detail, from a broad overview to the fine structure</p> <p>i. Provide Users with information that can be easily identified</p> <p>j. Provide Users with help features that are simple to access</p> <p>k. Allow Users to complete tasks without support or assistance</p> <p>The Contractor should also demonstrate "Ease of Use" in the IRSS plan and User guide documentation.</p>	<p>derive insights easily and cannot complete their tasks and takes significant time and effort to complete Use Case(s)s.</p> <p>0 pts – Not Met – Design does not meet minimum design requirements, Users cannot complete Use Case(s)s and tasks.</p>
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PUG-RT-2	<p><b>Query</b> The reports generated by the Prototype Solution in response to a Query, being an outcome prediction and a Research Memorandum, should:</p> <ol style="list-style-type: none"> <li>include a well-written and complete rationale that explains the result;</li> <li>Include relevant case law to support the result; and</li> <li>Include accurate prediction of the outcome.</li> </ol> <p><b>Trends Analysis Reports</b> The reports generated by the Prototype Solution to analyze and report on litigation trends, patterns, and relationships in case law based on multiple factual variables and outcomes should:</p> <ol style="list-style-type: none"> <li>Be accurate</li> <li>Be complete</li> <li>Convey trend information in graphs, charts, or other visual representations</li> </ol> <p><b>Case Law Search</b> The case law search function should allow users to search and filter case law in a manner that is intuitive and innovative. Filtering functions for case law searches should add value to the user's work.</p>	<p><b>Query</b> The Prototype Solution's functionality to provide a percentage estimate of the likelihood of the potential outcome and its supporting rationale in a Research Memorandum should be:</p> <ol style="list-style-type: none"> <li>Accurate: <ol style="list-style-type: none"> <li>the prediction of outcome prioritizes the most relevant case law available (for example, if available, the predicted outcome is based on cases that consider similar facts in detail, not cases that only mention the similar facts in passing);</li> <li>the prediction of outcome, including its percentage estimate, is accurate, objective and logical in light of the facts as applied to the relevant case law;</li> </ol> </li> <li>Complete: <ol style="list-style-type: none"> <li>considers cases from all of the Structured Data Set, rather than a portion (unless specifically requested in the Query);</li> <li>explains which facts are the most significant to the predicted outcome;</li> <li>explains the strengths and weaknesses on both sides of the issue;</li> <li>explains in detail how the factual variables in the Query were applied to the relevant case law to provide the predicted outcome.</li> </ol> </li> </ol>	<p><b>Query</b> 40 pts – Excellent – Fully complete and well-written rationale that clearly supports the results. All relevant case law is included. Prediction of outcome, including its percentage estimate, is accurate. 30 pts – Very Good – Very complete and well-written rationale that mostly supports the results. Most relevant case law is included. Prediction of outcome, including its percentage estimate, is accurate. 20 pts – Good – Somewhat complete and well-written rationale that partially supports the results. Some relevant case law is included. Prediction of outcome accuracy, including its percentage estimate is inconsistent. 0 pts – Not Met – Rationale lacks detail and/or does not support the results. Prediction of outcome, including its percentage estimate is not accurate.</p>
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		<p>c. Well-written:</p> <ul style="list-style-type: none"><li>i. organized by appropriate headings;</li><li>ii. free of spelling errors;</li><li>iii. grammatically correct;</li><li>iv. easy to read; and</li><li>v. uses the correct legal terms consistently.</li></ul>	
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		<p><b>Trends Analysis Report</b></p> <p>The Prototype Solution's functionality to analyze and report litigation trends, patterns, and relationships in case law based on multiple factual variables and outcomes, should be:</p> <ol style="list-style-type: none"> <li>a. Accurate:             <ol style="list-style-type: none"> <li>i. the report can distinguish between relevant and irrelevant cases (for example, distinguishing between cases that consider the relevant facts in detail, not cases that only mention the relevant facts in passing);</li> <li>ii. the report neither omits relevant cases, nor include irrelevant cases;</li> <li>iii. explains in detail the methodology and input features used to generate accurate trend analyses;</li> </ol> </li> <li>b. Complete:             <ol style="list-style-type: none"> <li>i. considers cases from all of the Structured Data Set, rather than a portion (unless specifically requested);</li> <li>ii. explains in detail the methodology and input features used to generate complete trend analyses;</li> </ol> </li> <li>c. Conveys trend information in graphs, charts, or other visual representations which are:             <ol style="list-style-type: none"> <li>i. organized by appropriate headings;</li> <li>ii. free of typos;</li> <li>iii. grammatically correct;</li> <li>iv. easy to read; and</li> <li>v. use the correct legal terms consistently.</li> </ol> </li> </ol>	<p><b>Trends Analysis Report</b></p> <p>20 pts – Excellent – Trends are accurately reported. All relevant case law is included. Report clearly conveys the substance of trends in a way that is easy for users to interpret.</p> <p>15 pts – Very Good – Trends are accurately reported. Most relevant case law is included. Report conveys substance of trends that is mostly easy for users to interpret.</p> <p>10 pts – Good – Trends are somewhat accurately reported. Some relevant case law is included. Reports convey substance of trends in manner that is not easy to interpret.</p> <p>5 pts – Poor – Trends are reported with inconsistent accuracy. Some relevant case law is omitted and/or irrelevant case law is included. Reports do not convey substantive trends and/or trends are difficult for users to interpret.</p> <p>0 pts – Not Met – Trends are not reported. No relevant case law is included. Users have difficulty interpreting reports.</p>
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		<p><b>Case Law Search</b></p> <p>The Prototype Solution's functionality to perform case law searches should be intuitive and add value to the user's work, such as relevant pre- and post-search filters for faster and more targeted results.</p>	<p><b>Case Law Search</b></p> <p>20 pts – Excellent – Case law search is intuitive and innovative. Filtering functions for case law searches add great value to the user's work.</p> <p>10 pts – Good – Case law search is mostly intuitive. Filtering functions for case law searches add some value to the user's work.</p> <p>0 pts – Not Met – Case law search is functional but is not intuitive and/or does not add value to the user's work.</p>
<b>Total Score Achieved for the End User Assessment Criteria</b>			