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## RETOURNER LES SOUMISSIONS À:

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Quebec

K1A 0S5

Bid Fax: (819) 997-9776

## REQUEST FOR PROPOSAL

## DEMANDE DE PROPOSITION

Proposal To: Public Works and Government  
Services Canada

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

Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Information Products/Produits d'information

L'Esplanade Laurier,

East Tower 7th Floor

140 O'Connor, Street

Ottawa

Ontario

K1A 0R5

<b>Title - Sujet</b> BSDST Biological Sequence Databases Search Tool	
<b>Solicitation No. - N° de l'invitation</b> U8105-210841/A	<b>Date</b> 2022-01-05
<b>Client Reference No. - N° de référence du client</b> U8105-210841	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PI-031-80813	
<b>File No. - N° de dossier</b> pi031.U8105-210841	<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 Standard Time EST <b>on - le 2022-02-14</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Friesen, Manon	<b>Buyer Id - Id de l'acheteur</b> pi031
<b>Telephone No. - N° de téléphone</b> (343) 573-3482 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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>	

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**This page is replaced by the ABE cover sheet issued by PWGSC.**

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# **BID SOLICITATION** **BIOLOGICAL SEQUENCE DATABASES SEARCH TOOL (BSDST)** **FOR** **THE DEPARTMENT OF INNOVATION, SCIENCE AND ECONOMIC** **DEVELOPMENT CANADA**

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**List of Annexes to the Resulting Contract:**

Annex A	Statement of Requirement
Annex B	Canada's Online Licensed Product(s) Terms and Conditions
Annex C	Basis of Payment
<a href="#">Annex D</a>	<a href="#">Contractor's optional Add-on Module(s) Description (if applicable)</a>
<a href="#">Annex E</a>	<a href="#">Performance Guarantee (if applicable)</a>

**List of Attachments to Part 3 (Bid Preparation Instructions):**

Attachment 3.1: Substantiation of Technical Compliance Form  
Attachment 3.2: Bid Submission Form  
[Attachment 3.3: Bidder's proposed optional Add-on Module\(s\) Description Form \(if applicable\)](#)

**List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):**

Attachment 4.1: Financial Evaluation Tables

**List of Attachments to Part 5 (Certifications):**

Attachment 5.1: Publisher Certification Form  
Attachment 5.2: Publisher Authorization Form  
Attachment 5.3: Declaration Form  
Attachment 5.4: List of Names Form  
Attachment 5.5: Federal Contractors Program for Employment Equity- Certification

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# **BID SOLICITATION** **BIOLOGICAL SEQUENCE DATABASES SEARCH TOOL (BSDST)** **FOR** **THE DEPARTMENT OF INNOVATION, SCIENCE AND ECONOMIC** **DEVELOPMENT CANADA**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1** General Information: provides a general description of the requirement;
- Part 2** Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3** Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5** Certifications: includes the certifications to be provided;
- Part 6** Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Canada's Online Licensed Product(s) Terms and Conditions, the Statement of Requirement, the Basis of Payment and if applicable, the Contractor's optional Add-on Module(s) Description Form (if applicable) and the Performance Guarantee. The attachments include the Substantiation of Technical Compliance Form, the Bidder Response Form, the Bidder's proposed optional Add-on Module(s) Description Form (if applicable), the Financial Evaluation Tables, the Publisher Certification Form, the Publisher Authorization Form, the List of Names Form, and the Federal Contractors Program for Employment Equity- Certification.

### **1.2 Summary**

- (a) This bid solicitation is being issued to satisfy the requirement of the Department of Innovation, Science and Economic Development (ISED) Canada (the "**Client**") for Licensed Product(s) Subscription Services to access a Biological Sequence Databases Search Tool (BSDST). The BSDST must be accessible by 150 Client Users inclusively and must provide simultaneous access by a minimum of 50 Client Users to search biological sequence databases, meeting all the technical mandatory requirements of the Annex A, Statement of Requirement.

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- (b) The bid solicitation is intended to result in the award of a contract for one (1) year, plus four (4) option periods of one year each, allowing the Client to extend the term of the contract. The term **"Client User"** refers to an individual authorized by the Client to use the Product(s) in accordance with Canada's Online Licensed Product(s) Terms and Conditions.
- (c) The required Licensed Product(s) Subscription Services to access the BSDST must include Web support services, documentation and on-line training services, meeting all the requirements listed in the Annex A, Statement of Requirement (SOR) and Annex B, Canada's Online Product(s) Terms and Conditions.
- (d) The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- (e) The Federal Contractors Program (FCP) for employment equity applies to this procurement: see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the form titled "Federal Contractors Program for Employment Equity - Certification".
- (f) There are no security provisions for this requirement.

### 1.3 Epost Connect

This bid solicitation will only allow Bidders to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Bidders must refer to Part 2 of the bid solicitation entitled Bidder Instructions and Part 3 of the bid solicitation entitled Bid Preparation Instructions, for further information on using this method.

### 1.4 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 provided in writing, by telephone or via teleconference.

### 1.5 Phased Bid Compliance Process (PBCP)

The Phased Bid Compliance Process (PBCP) applies to this requirement.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- (d) Subsection 5 (4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

Delete: 60 days

Insert: 180 days

### 2.2 SACC Manual Clauses

#### (a) Evaluation of Price- Canadian/Foreign Bidders

1. The price of the bid will be evaluated as follows:
  - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. 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.
2. 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.
3. 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.
4. 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.



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### 2.3 Submission of Bids

As part of our Greening Initiative, bids must only be submitted via the epost Connect service provided by Canada Post Corporation by the date, time and place indicated on page 1 of the bid solicitation.

Note: The Bid Receiving Unit in the National Capital Area (NCA) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 2.4 Enquiries - Bid Solicitation

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

### 2.5 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

### 2.6 Previous Communications Between Government and Bidder

This document contains the entire requirements and objectives relating to this Request For Proposal (RFP). Other information and/or documentation provided to or obtained by the Bidder from any source prior to the date of this RFP shall have no force or effect.

### 2.7 Amendments to this Request for Proposal (RFP)

Any amendments to this RFP will be issued by the Contracting Authority ONLY and in writing through BuyandSell.gc.ca website.

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## 2.8 Cost of Preparing Proposals

This RFP is not to be construed as directing the Bidder to enter into any work, which results in the accrual of any financial liability or other indebtedness by Canada. The costs associated with any effort expended or committed by the Bidder in preparing, submitting, clarifying, substantiating, demonstrating and/or proof of proposal testing, is to be solely to the Bidder's account even if a Contract is not awarded.

## 2.9 Rights of Canada

In addition to those rights specified in Section 11 of the Standard Instructions, 2003 (2020-05-28), and following Contract award, should Canada terminate the resulting contract prior to acceptance of the BSDST, Canada may enter into negotiations and issue a new contract with the next highest ranked responsive Bidder, providing that Bidder agrees that its proposal and prices remain valid.

## 2.10 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) To submit the bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid is required to be gathered per section and separated as follows:

- (i) Section I: Technical Bid
- (ii) Section II: Financial Bid
- (iii) Section III: Certifications

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

**(b) Canada's Policy on Green Procurement:**

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process 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:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

**(c) Submission of Only One Bid:**

- (i) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Canada will choose in its discretion which bid to consider.
- (ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be **"related"** to a Bidder if:
  - (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - (B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
  - (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship), or
  - (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

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- (iii) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

### 3.2 Section I: Technical Bid

- (a) In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient, unless otherwise indicated. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (c) The technical bid consists of the following:
- (i) one (1) copy of Page 1 of this Request For Proposal (RFP), signed and dated by an authorized representative of the Bidder.

(ii) **Substantiation of Technical Compliance Form:**

The Substantiation of Technical Compliance Form, Part 3, Attachment 3.1, must be completed by the Bidder and submitted with their bid proposal. The technical bid must substantiate the compliance of the Bidder's proposed BSDST and its products with the specific articles of the Annex A, Statement of Requirement, identified in the Substantiation of Technical Compliance Form, Part 3, Attachment 3.1, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement but must explain and demonstrate how the Bidder will satisfy each criterion and carry out the required work. The Bidder is required to self-evaluate their proposal by providing a score for each technical point-rated criterion. Unless indicated, simply stating that the Bidder's proposed BSDST and its products comply with the Eligible Mandatory Criteria and the Point-Rated Criteria is not sufficient. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder Substantiation" column of the Substantiation of Technical Compliance Form. If additional documentation is submitted, Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in their bid proposal.

- (iii) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Part 3, Attachment 3.2 with their bid. 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.
- (iv) **Bidder's Proposed Add-on Module(s) Form:** Bidders are requested to include the Bidder's proposed optional Add-on Module(s) Form – Part 3, Attachment 3.3 with their

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bid if they choose to provide optional additional deliverables. It provides a common form in which bidders can submit information such as a description with detailed functionalities of each add-on module proposed. Bidders are cautioned that they must not include any licensing terms that would restrict Canada's Online Licensed Product(s) Terms and Conditions described under Annex B. Using the form to provide this information is not mandatory and will not be evaluated.

- (v) **Free trial access:** Upon request from the Contracting Authority, after bid solicitation closing date, the Bidder must provide a free trial access to the BSDST for a period of 90 calendar days for five (5) users. The evaluation team may use the free trial access for the sole purpose of validating Bidder's claims in the column titled "Bidder Substantiation" provided by the Bidder in the Substantiation of Technical Compliance Form. The free trial will be accessed via the Government of Canada's existing internet connection, through a web browser interface.

### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex C, without any conditions, assumptions, restrictions or otherwise. Bidders must complete and submit with their Financial Bid, Attachment 4.1 Financial Evaluation Tables under Part 4. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under the resulting contract, with the exception of those limitations that are expressly set out in this bid solicitation, will be treated as being non-responsive and the Bidder's bid will be given no further consideration. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, annual firm, all-inclusive price quoted in each cell requiring an entry in the Attachment 4.1 Financial Evaluation Tables. Bidders must indicate the currency for their pricing (either CAD or USD).
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables.
- (d) **Electronic Payment of Invoices – Bid**  
Payment will be made via Direct Deposit (Domestic and International).
- (e) **Exchange Rate Fluctuation**
  - (i) [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

### 3.4 Section III: Certifications

It is a requirement that bidders submit the certifications required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - (A) verify any or all information provided by the Bidder in its bid;

the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
  - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
  - (iv) **Phased Bid Compliance Process:** Canada will use the Phased Bid Compliance Process described below.

#### 4.1.1 Phased Bid Compliance Process (PBCP)

##### 4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-

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RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 (2018-03-13) Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in



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respect of their Financial Bid.

- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-03-13) Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.



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- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

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#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 (2017-07-31) Technical Evaluation**

##### **4.1.2.1 (2017-07-31) Mandatory Technical Criteria**

**The Phased Bid Compliance Process will apply to all mandatory technical criteria.**

Each bid will be reviewed for compliance with the mandatory technical criteria of the bid solicitation, including the Annex A, Statement of Requirement and Part 3, Attachment 3.1 Substantiation of Technical Compliance Form. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

##### **4.1.2.2 Point-Rated Technical Criteria:**

**The Phased Bid Compliance Process will apply to all point-rated technical criteria with a minimum pass score.**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a minimum pass score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical criteria with a minimum pass score are described in the Annex A, Statement of Requirement and Part 3, Attachment 3.1 Substantiation of Technical Compliance Form. Bids that do not obtain the minimum pass score for each and every point-rated criterion will be declared non-responsive and be disqualified.

#### **4.2 Financial Evaluation**

- (a) The financial evaluation process is described in Part 4 Attachment 4.1 Financial Evaluation Tables, which will be used to complete the Tables in Annex C, Basis of Payment at contract award.

#### **4.3 Basis of Selection**

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all technical mandatory criteria; and
  - (c) obtain the required minimum pass score specified for each criterion category in the following table for the technical point-rated evaluation:

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Category	Point-Rated Criteria	Points	Minimum Pass Score Required
Format	R1	/35	10
Algorithm	R2	/60	20
Search Launch Page	R3; R4; R5; R6	/110	55
Searching	R7; R8; R9; R10; R11; R12; R13,R14	/216	130
Grouping	R15; R16; R17	/75	40
Filtering	R18; R19	/139	100
Viewing	R20	/38	20
Sorting	R21	/31	20
Export	R22	/20	10
Search History Documentation	R23	/25	14
Infographic Result Report	R24; R25	/77	40
Aligning Two Sequences	R26	/6	3
Data source	R27	/12	0
Retrieving Documents	R28	/10	0
<b>Total:</b>		<b>/854</b>	<b>462</b>

(d) obtain the required minimum pass score of 462 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 854 points.

- Bids not meeting "(a) or (b) or (c) **and** (d)" will be declared non-responsive.
- 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.
- 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%.

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5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated **Total Bid Price** (TBD) as calculated under Part 4, Attachment 4.1 Financial Evaluation Tables, and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. 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 selected as top-ranked bid and recommended for award of a contract.
8. If more than one compliant bid is ranked first because of identical overall score, then the Bidder with the lowest price for the entire contract will become the top-ranked bid.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 854 and the lowest evaluated price is \$400,000 (400).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		700/854	600/854	500/854
Bid Evaluated Price		\$600,000.00 (600)	\$500,000.00 (500)	\$400,000.00 (400)
Calculations	Technical Merit Score	$700/854 \times 70 = 57.37$	$600/854 \times 70 = 49.18$	$500/854 \times 70 = 40.98$
	Pricing Score	$400/600 \times 30 = 20.00$	$400/500 \times 30 = 24.00$	$400/400 \times 30 = 30.00$
Combined Rating		77.37	73.18	70.98
Overall Rating		1st	2nd	3rd

#### 4.4 Internal approvals

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### (a) Integrity Provisions – Required Documentation

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

#### (b) Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

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The Bidder must provide the Contracting Authority with a completed form found under Attachment 5.5 titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

**(c) Publisher Certification and Publisher Authorization**

- (i) If the Bidder is the Publisher for any of the proprietary products it bids, Canada requires that the Bidder confirm in writing that it is the Publisher. Bidders are requested to use the Publisher Certification Form included with the bid solicitation. Although all the contents of the 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.
- (ii) Any Bidder that is not the Publisher of all the proprietary products proposed in its bid is required to submit proof of the Publisher's authorization, which must be signed by the Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Publisher of all of the proprietary products it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary products proposed by the Bidder originates with multiple Publishers, authorization is required from each Publisher. Bidders are requested to use the Publisher Authorization Form included with the bid solicitation. Although all the contents of the Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/ 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.
- (iii) In this bid solicitation, "Publisher" means the owner of the copyright of the products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its products, including the contents, through subscription services.

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## PART 6 - SECURITY AND FINANCIAL REQUIREMENTS

### 6.1 Security

There are no security provisions for this requirement.

### 6.2 Financial Capability

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

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client a Licensed Product(s) Subscription Services to access the Biological Sequence Databases Search Tool (BSDST) for up to 150 Client Users inclusively, meeting all the requirements and specifications contained in the Contract, including the Annex A, Statement of Requirement (SOR) and in accordance with the Annex B, Canada's Online Licensed Product(s) Terms and Conditions at the prices set out in the Annex C, Basis of Payment.

This includes:

- (i) granting access for up to 50 Client Users to access the BSDST simultaneously through the Contractor's website;
  - (ii) providing Web support services and on-line documentation for the BSDST during the Contract Period, plus any period during which the Licensed Product(s) Subscription Services are extended pursuant to the irrevocable options granted to Canada below;
  - (iii) providing on-line training as detailed in the Annex A, SOR during the Contract Period, plus any period during which the Licensed Product(s) Subscription Services are extended pursuant to the irrevocable options granted to Canada below; and
  - (iv) providing updated data (including improvements, upgrades, enhancements) to the Client no less than once every two weeks during the Contract Period.
- (b) **Client:** Under the Contract, the "**Client**" is Innovation, Science and Economic Development (ISED).
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) "General Conditions" means the general conditions that form part of the Contract.

If the General Conditions contain sections entitled "Ownership" and "Warranty", those sections do not apply to the Licensed Product(s) Subscription Services.

### 7.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option(s) to acquire optional additional goods/services such as Add-on Modules to complement the Licensed Product(s) Subscription Services as described in the Annex C, Basis of Payment of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.



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

### 7.3 License to the Licensed Product(s) Subscription Services

- a) **Licensed Product(s) Subscription Services:** The Contractor hereby agrees that the Licensed Product(s) Subscription Services will include the use of all Licensed Product(s) required to enable the Client to use all the features and functionality, including but not limited the use and access to all Add-on Module(s) (if applicable), agents, host agents, drivers, application program interfaces, adapters, connectors, plug-ins, product development tool kits and management console hosted by the Contractor.
- b) **Representation and Warranty:** The Contractor warrants and represents that the Licensed Product(s) Subscription Services meets or exceeds all the technical mandatory requirements.
- c) **Undertakings by both Parties:**
  - a. Each party must use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party, which includes the search queries performed by the users.
  - b. The parties must not disclose the terms and conditions or the subject matter of this Licence (including, without limitation, the list of the Licensed Product(s) Subscription Services and any usage data compiled and supplied) or any other information about the other party's business to any third party without the prior written consent of the other. This provision will survive the termination of this Licence, and any information obtained or received which comes within these restrictions must remain confidential, provided always that this obligation will not apply to any information which at the time of disclosure is in the public domain or is made available at any time by an independent third party which has not obtained it directly or indirectly in breach of any confidentiality agreement with either of the parties hereto.
- d) **Licensed Product(s) Subscription Services Support:** This includes the following technical Web support services:
  - (i) **Web Support:** The Contractor must provide Canada as part of the subscription services to the licensed product (s) technical Web support services through a website that must include, as a minimum, frequently asked questions and on-line Product diagnostic routines, supporting tools (e.g., a fill-in request page, an email address) for reporting system outages and for general inquiries on system usage. The Contractor's website must provide support in English. The Contractor's website address is \_\_\_\_\_.

### 7.4 Standard Clauses and Conditions

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

#### (a) General Conditions:

2030 (2021-12-02), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract, as modified below:

Delete 2030 General Conditions, Section 21 – Ownership

Delete 2030 General Conditions, paragraph 3 and 4 of Section 22 – Warranty

Delete 2030 General Conditions, Section 26 – Liability

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## 7.5 Security Requirement

There are no security provisions for this requirement.

## 7.6 Contract Period

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

- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 1 year later; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

(b) **Option to Extend the Contract:**

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least ten calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

## 7.7 Subscription Period

The Subscription Period for this contract starts on (*estimated date of July 1, 2022 to be inserted at Contract Award*) \_\_\_\_\_ up to and ending on \_\_\_\_\_ inclusively.

## 7.8 Authorities

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Manon Friesen  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Commercial and Consumer Products Directorate  
Address: L' Esplanade Laurier Building  
140 O'Connor Street,  
Ottawa, Ontario  
K1A 0R5  
Telephone: 343-573-3482  
E-mail: [manon.friesen@tpsgc-pwgsc.gc.ca](mailto:manon.friesen@tpsgc-pwgsc.gc.ca)

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

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

**(b) Technical Authority**

The Technical Authority for the Contract is *(To be completed at Contract Award)*:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**(c) Contractor's Representative**

*(To be completed at Contract Award)*

**7.9 Proactive Disclosure of Contracts with Former Public Servants**

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

**7.10 Payment**

**(a) Basis of Payment**

- (i) **Licensed Product(s) Subscription Services, Support Services and Training:** The Contractor hereby agrees that the Licensed Product(s) Subscription Services will include the use of all Licensed Product(s) required to enable the Client to use all the features and functionality, including but not limited to the use and access to all agents, host agents, access licenses, drivers, application program interfaces, adapters, connectors, plug-ins, Product development tool kits and management console hosted by the Contractor, if applicable. The Contractor also agrees to include on-line documentation, Web support services and on-line training in accordance with the Contract. Canada will pay the Contractor the all-inclusive annual firm price(s) set out in Annex C, (FOB destination), including all customs duties, Applicable Taxes extra, in accordance with the Method of Payment stated below in paragraph (d).
- (ii) **Option to extend Licensed Product(s) Subscription Services:** If Canada exercises its option to extend the Licensed Product(s) Subscription Services period, Canada will pay the Contractor the all-inclusive annual firm price(s) set out in Annex C, Basis of Payment, including all customs duties, Applicable Taxes extra, in accordance with the Method of Payment stated below in paragraph (d).

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**(iii) Option to purchase optional additional Add-on Modules:**

If Canada exercises its option to purchase optional additional Add-on Modules for the Licensed Product(s) Subscription Services, Canada will pay the Contractor the all-inclusive annual firm price(s) set out in Annex C, Basis of Payment, including all customs duties, Applicable Taxes extra, in accordance with the Method of Payment stated below in paragraph (d).

**(iv) Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

**(v) Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

**(b) Limitation of Price**

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

**(c) Taxes-Foreign-based Contractors**

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

**(d) Method of Payment - Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work, granting access to the license, in accordance with the payment provisions of the Contract if:

- (i) 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;
  - (ii) all such documents have been verified by Canada; and
- the Work delivered has been accepted by Canada.

**(e) Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using *Direct Deposit (Domestic and International)*.

**7.11 Payment Credits**

- (i) **Credit for Failure to Meet Minimum Service Level:** If the deliverables do not meet the Minimum Service described in the Annex A, Statement of Requirement, in any given month, Canada will be entitled to a credit in the following amount:

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The Minimum Service Level for the BSDST must not exceed more than twenty (20) hours of downtime per year within the following time period: 7:00 to 20:00 Eastern Time Monday to Friday. In the event that the Contractor does not meet the Minimum Service Level and exceeds this 20 hour limit of unscheduled downtime per year, the liquidated damage will be 1% of the annual value of the contract per each hour exceeding this 20 hour limit, subject to the limitation that the total amount of liquidated damages will not exceed 10% of the price of the annual value of the contract.

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

This termination will be effective when the three-month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.
- (iv) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (v) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (vi) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (vii) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (viii) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

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## 7.12 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (c) The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

## 7.13 Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, or fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 7.14 Federal Contractors Program (FCP) for Employment Equity - Default by Contractor

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

## 7.15 Applicable Laws

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

## 7.16 Priority of Documents

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

- (a) these Articles of Agreement;
- (b) general conditions 2030 - Higher Complexity - Goods (2021-12-01) as modified herein;
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Canada's Online Licensed Product(s) Terms and Conditions;
- (e) Annex C, Basis of Payment;
- (f) Annex D, Contractor's optional Add-on Module(s) Description (*if applicable*);
- (g) Annex E, Performance Guarantee, a separate agreement to be signed by \_\_\_\_\_ in accordance with the Article 7.23 entitled "Performance Guarantee";

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**Note to Bidders:** A performance guarantee might be required, for example, as a result of the financial capability review of the Bidder. If a performance guarantee is not required, this sub-article will be deleted at the time of contract award.

- (h) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert the time of contract award*), as clarified on \_\_\_\_\_ "or" as amended on \_\_\_\_\_ (*insert date(s) of clarification(s) or amendment(s) if applicable*), not including any Publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

#### 7.17 Foreign Nationals (Canadian Contractor)

- (a) SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

**Note to Bidders:** Either this clause or the one that follows, whichever applies (based on whether the successful Bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.

#### 7.18 Foreign Nationals (Foreign Contractor)

- (a) SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

#### 7.19 Insurance Requirements

- (a) SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

#### 7.20 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- (i) \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
  - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.



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- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

## 7.21 Safeguarding Electronic Media

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

## 7.22 Performance Guarantee

It is a condition of the Contract that the Contractor provides to Canada an unconditional and irrevocable guarantee of the performance and fulfillment of each and every obligation of the Contractor under the Contract. This guarantee must be in the form set out in Annex E (to be provided at contract award) and be executed under seal (if required by Canada) by \_\_\_\_\_. If the Contractor does not deliver the fully executed guarantee within 10 working days of the Contract being awarded, Canada may immediately terminate the Contract for default and will have no liability to the Contractor for any of the Work performed before that termination. Obtaining and delivering the signed guarantee within the time required is the sole responsibility of the Contractor.

*Note to Bidders: This article will only be included if Canada determines that a performance guarantee (for example, from a parent company) is required in connection with an evaluation of the Bidder's financial capability. The name of the guarantor will be completed at the time of contract award*

## 7.23 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



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**ANNEX A**  
**STATEMENT OF REQUIREMENT (SOR)**  
**Biological Sequence Databases Search Tool (BSDST)**

**1. Objective**

The purpose of this Request for Proposals (RFP) is to seek access to the most functional and suitable integrated research platform for investigating biological sequences for intellectual property purposes from the perspective of a patent examiner.

**2. Background**

CIPO, a Special Operating Agency of Innovation, Science and Economic Development, administers Canada's intellectual property (IP) systems comprising Patents, Trade-marks, Copyrights, Industrial Designs and Integrated Circuit Topographies. Its primary clients include: applicants for IP protection, agents representing applicants, users of IP systems and the Canadian business community.

CIPO, and more specifically the Patent Branch, has the mandate of examining patent applications. Examiners advise applicants on whether or not their respective applications comply with the *Patent Act* and the *Patent Rules*, assess their responses and then recommend the granting or refusal of a patent. In order to do so, patent examiners must be able to perform high quality searches in various fields of technology in order to ensure that the invention disclosed in the issued patents are novel and demonstrate inventive ingenuity.

Biotechnology patent examiners must compare polypeptide (protein) and polynucleotide (DNA/RNA/gene) sequences claimed in patent applications with known sequences stored in readily available commercial databases to determine if the sequences in the applications are novel (new) and inventive; novelty and ingenuity are required to obtain a patent.

**3. Requirement**

The Contractor must provide access to a Biological Sequence Databases Search Tool (BSDST) to search for patent and non-patent-biological sequences extracted from databases. The BSDST must also allow to search within all the following databases: Canadian Intellectual Property Office (CIPO), World Intellectual Property Organization (WIPO), United States Patent and Trademark Office (USPTO), European Patent Office (EPO), Japan Patent Office (JPO), China National Intellectual Property Administration (CNIPA), Korean Intellectual Property Office (KIPO), and biological databanks such as GenBank, EMBL, and DDBJ databases.

**4. Deliverables**

4.1.1 The Contractor must be able to accommodate CIPO's specific query sequence formats (.seq/.pep' formats) by June 1<sup>st</sup>, 2022 at the latest.

4.1.2 The Contractor must provide access to the BSDST, meeting all the mandatory requirements of the Annex A, Statement of Requirement, for up to 150 Client Users inclusively, which must include, access for a minimum of 50 simultaneous Client Users.

4.1.3 The Contractor must provide on-line support documentation in English and if available, in French.

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4.1.4. The Contractor must provide Web support services in English through a website that must include, as a minimum, supporting tools (e.g., a fill-in request page, an email address) for reporting system outages and for general inquiries on system usage.

4.1.5. The Contractor must provide on-line training upon request up to five (5) days during the Initial Contract Period, within thirty (30) days of the Initial Contract Period, or mutually agreed by both parties, followed by an annual refresher of up to two (2) days during each option year, if requested.

## 5. **Service Level**

**The Minimum Service Level for the BSDST is as follow:**

The BSDST must be fully operational, commercially available and accessible to the Client Users with no more than twenty (20) hours of downtime per year between the hours of 7:00 to 20:00 Eastern Standard Time, Monday to Friday. The Contractor must ensure that scheduled maintenance is performed outside the hours of 7:00 to 20:00 Eastern Standard Time, Monday to Friday. Failure to comply with the Minimum Service Level will be subject to liquidated damage as described under article 7.11 Payment Credits of the Resulting Contract Clauses.

## 6. **Language of Work**

Deliverables must be in English for training and responding to questions in English and if available, in French.

## 7. **Constraints**

The BSDST must not be down for more than 20 hours per year between the hours of 7:00 to 20:00 Eastern Standard Time, Monday to Friday. The Contractor must ensure that scheduled maintenance is performed outside the hours of 7:00 to 20:00 Eastern Standard Time, Monday to Friday.

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## APPENDIX A

**Introduction:** This Appendix A contains the Specifications of the Biological Sequence Databases Search Tool (BSDST) for the Technical Mandatory Criteria under the Statement of Requirement (SOR).

The BSDST must provide all of the following functionalities in order to comply with all the Technical Mandatory Criteria.

### A1. Technical Eligible Mandatory Criteria

Item No.	Description of Mandatory Requirement	Comply Yes/No
<b>Database Requirements</b>		
<b>M1</b>	The Contractor must grant access to the Biological Sequence Databases Search Tool (BSDST) for up to 150 Client Users inclusively.	
<b>M2</b>	The BSDST must be accessible by 50 Client Users simultaneously, and must operate in accordance with all the Technical Mandatory Criteria of the Statement of Requirement.	
<b>Accessibility</b>		
<b>M3</b>	The Contractor must grant access to the BSDST from anywhere via Internet from a web browser type interface.	
<b>M4</b>	The Contractor must provide Client Users with individual account, including passwords and valid web link to access the BSDST from anywhere via Internet.	
<b>M5</b>	The BSDST must meet the Minimum Service Level as detailed in (Article 5. Service Level of the SOR) and be operational with no more than twenty (20) hours of downtime per year between the hours of 7:00 to 20:00 Eastern Standard Time, Monday to Friday. The Contractor must ensure that scheduled maintenance is performed outside the hours of 7:00 to 20:00 Eastern Standard Time, Monday to Friday.	
<b>Support Services</b>		
<b>M6</b>	The Contractor must provide access to online Web support services with support documentation explaining the BSDST functionalities.	

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Item No.	Description of Mandatory Requirement	Comply Yes/No
<b>M7</b>	The Contractor must provide Web support services in English through a website that must include, as a minimum, supporting tools (e.g., a fill-in request page, an email address) for reporting system outages and for general inquiries on system usage.	
<b>Training</b>		
<b>M8</b>	The Contractor must provide, upon request, online training, up to five (5) days during the Initial Contract Period. Training must be provided within thirty (30) days of contract award, unless mutually agreed by both parties, followed by an annual refresher of up to two (2) days.	
<b>Functional Requirements</b>		
<b>Data Source</b>		
<b>M9</b>	The BSDST must provide access to global content database consisting of patent and non-patent international biological (gene and protein) sequences extracted from the following databases:  i) Canadian Intellectual Property Office (CIPO); ii) World Intellectual Property Organization (WIPO); iii) United States Patent and Trademark Office (USPTO); iv) European Patent Office (EPO); v) Japan Patent Office (JPO); vi) China National Intellectual Property Administration (CNIPA); vii) Korean Intellectual Property Office (KIPO); viii) GenBank; ix) European Molecular Biology Laboratory (EMBL), and x) DNA Data Bank of Japan (DDBJ).	
<b>M10</b>	The BSDST must provide access to search for patent and non-patent international biological sequences extracted from all the databases listed under M9.	
<b>Input Sequence Format</b>		
<b>M11</b>	The BSDST must accept sequences in '.seq/.pep' file formats.	
<b>M12</b>	The BSDST must allow to search input sequences in FASTA format.	

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Item No.	Description of Mandatory Requirement	Comply Yes/No
<b>Algorithm</b>		
<b>M13</b>	The BSDST must provide a Basic Local Alignment Search Tool (BLAST), a homology search based on local alignment.	
<b>M14</b>	The BSDST must provide a sequence similarity search based on global alignment that is by exact percentage identity over the length of the query or subject sequence or the shorter of the two.	
<b>M15</b>	The BSDST must provide a fragment search which does not introduce gaps in the query and subject matter.	
<b>M16</b>	The BSDST must allow for the user to specify percentage identity.	
<b>M17</b>	The BDST must allow for the user to specify a window length of consecutive residues.	
<b>M18</b>	The BSDST must provide a MOTIF search to allow the user to search small input sequences with variable position(s).	
<b>Searching</b>		
<b>M19</b>	The BSDST must allow a user to conduct searches of the patent documentation using Graphical User Interface (GUI).	
<b>M20</b>	The BSDST GUI must allow a user to conduct searches through menus and predetermined type of search fields.	
<b>M21</b>	The BSDST must allow user to conduct searches in both nucleotide and protein databases from a single search.	

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Item No.	Description of Mandatory Requirement	Comply Yes/No
<b>M22</b>	The BSDST must allow user to conduct searches for nucleic acid sequences with at least 10 defined nucleotides (not including 'n') and at least 4 specifically defined amino acids (not including 'X').	
<b>M23</b>	The BSDST must allow to group output sequences by: <ul style="list-style-type: none"> <li>a. Input sequence(s), and</li> <li>b. Input sequence percentage identity.</li> </ul>	
<b>M24</b>	The BSDST must allow to filter output sequences for: <ul style="list-style-type: none"> <li>a. Publication date;</li> <li>b. Input sequence percentage identity, and</li> <li>c. Percentage alignment coverage.</li> </ul>	
<b>M25</b>	The BSDST must allow to process individual input sequences resulting in 5000 or more documents per search.	
<b>Viewing</b>		
<b>M26</b>	The BSDST must allow user to view input and output sequence alignment.	
<b>M27</b>	The BSDST must allow user to view output sequence annotation.	
<b>Search History</b>		
<b>M28</b>	The BSDST must provide a search history page which is a list of performed searches including date, file name, type of search and total number of results. The search history page must link to the search report with detailed result pages.	

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Item No.	Description of Mandatory Requirement	Comply Yes/No
<b>Search Report</b>		
<b>M29</b>	<p>The BSDST must provide a search report for each search which is a summary of performed searches and must include:</p> <ul style="list-style-type: none"> <li>i) date of the search;</li> <li>ii) file name;</li> <li>iii) input sequence(s);</li> <li>iv) databases searched;</li> <li>v) filters applied;</li> <li>vi) algorithm used;</li> <li>vii) percent identity cut off;</li> <li>viii) total number of hits;</li> <li>ix) number of hits where input sequence is identical to output sequences;</li> <li>x) earliest publication date of output sequences, and</li> <li>xi) other search parameters.</li> </ul>	
<b>Downloading Documents</b>		
<b>M30</b>	The BSDST must allow to download Portable Document Format (PDF) versions of the Original Patent Documents for a majority of the available PDF documents at a minimum resolution of 300 dpi.	
<b>Performance and Reliability</b>		
<b>M31</b>	The Contractor must have a BSDST that is commercially available off-the-shelf, fully operational and on the market for a consecutive period of two years.	
<b>M32</b>	The Contractor must maintain the BSDST with the most current data on a regular basis. Data must be updated at least once within a maximum of a two week period.	
<b>Supported Browsers</b>		
<b>M33</b>	<p>The BSDST must be accessible using at least one or more of the following web browsers:</p> <ul style="list-style-type: none"> <li>1) Firefox</li> <li>2) Google Chrome</li> <li>3) Microsoft Edge</li> </ul>	

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## APPENDIX B

**Introduction:** This Appendix B contains the specifications of the Biological Sequence Databases Search Tool (BSDST) for the Technical Point-Rated Criteria with a Minimum Pass Score under the Statement of Requirement (SOR).

The BSDST must meet the Minimum Pass Score of the Technical Point-Rated Criteria in order to comply with the Technical Mandatory Criteria.

Features of Technical Point-Rated Criterion with full points shall be considered technical mandatory requirements at contract award.

### B1. Technical Point-Rated Criteria with Minimum Pass Score

Item No.	Requirement Description	Points	Score
<b>Format</b>			<b>Minimum Pass score 10/35</b>
<b>R1</b>	The BSDST provides the ability to accept multiple nucleic acid and amino acid sequence formats.	<p><b>A-Points per feature</b></p> <p>0 pts- None of the functionalities beyond the ones listed under mandatory requirements M11 and M12 are available.</p> <p><b>Feature 1:</b> 0 or 10 points The BSDST provides means to search sequences in WIPO Standard ST.26 XML formatted file. The tool should be able to accept input sequences in ST.26 XML format comprising mixed protein and DNA sequences and subsequently split them into amino acid and nucleotide sequences and launch both searches</p> <p><b>Feature 2:</b> 0 or 10 points The BSDST provides a Format conversion tool with ability to convert XML format sequence listing into a FASTA format.</p> <p><b>Feature 3:</b> 0 or 5 points The BSDST provides the ability to accept the GenBank sequence format.</p> <p><b>Feature 4:</b> 0 or 5 points The BSDST provides the ability to accept the EMBL format.</p> <p><b>Feature 5:</b> 0 or 5 points The BSDST provides the ability to accept a Raw sequence format.</p>	



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Item No.	Requirement Description	Points	Score
<b>Algorithm</b>			<b>Minimum Pass score 20/60</b>
			<b>Score</b>
<b>R2</b>	The BSDST provides multiple algorithms for searching nucleic acid and amino acid sequences.	<p><b>A-Points per feature</b></p> <p><b>Feature 1:</b> 0 or 5 points The BSDST provides an algorithm that allows the search of both nucleic acid and protein sequences simultaneously wherein if an amino acid sequence is submitted, all 6 reading frames of the nucleotide are automatically searched against the DNA database for hits and vice versa for a DNA sequence as a starting point in the search.</p> <p><b>Feature 2:</b> 0 or 5 points The BSDST provides an algorithm that allows the ability to launch a similarity search based on global alignment by the number of mismatches between the query and the subject sequence (e.g., with up to 5 mismatches from the query sequence).</p> <p><b>Feature 3:</b> 0 or 20 points The BSDST provides an algorithm which is capable of performing an antibody search which provides inputs for CDR regions and heavy and light chain variable regions including all of the 3 following abilities:</p> <ol style="list-style-type: none"> <li>1. the CDRs are run with a gapless algorithm wherein hits with insertions and deletions will not be returned;</li> <li>2. heavy and light chains can be searched with BLAST or by a global alignment algorithm, and</li> <li>3. results can be sorted by hits to individual CDRs and variable regions and will also display hits containing all of the searched regions and various combinations thereof.</li> </ol> <p><b>Feature 4:</b> 0 or 20 points The BSDST provides an algorithm having the capability of performing a search on greater than 500 unique queries in a single search.</p> <p><b>Feature 5:</b> 0 or 10 points The BSDST provides a custom algorithm.</p>	
<b>Search Launch Page</b>			<b>Minimum Pass Score 55/110</b>
			<b>Score</b>
<b>R3</b>	The BSDST provides feature accessible via one click on the home page to launch different searches.	<p><b>A-Points per feature</b></p> <p><b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to launch a nucleotide sequence and an amino acid sequence search by clicking on a button or opening a pop-up menu on the main home page.</p> <p><b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to launch a keyword search that searches text keywords in the database(s) by clicking on a button or opening a pop-up menu on the main home page.</p>	

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Item No.	Requirement Description	Points	Score
		<p><b>Feature 3:</b> 0 or 5 points The BSDST provides the ability to launch an alignment of two sequences by clicking on a button or opening a pop-up menu on the main homepage.</p> <p><b>B-Incremental feature</b></p> <p><b>Feature 4:</b> 0 or 15 points Includes feature 1, 2 and 3 plus the ability to enter six Complementarity Determining Regions (CDRs) and two variable regions of an antibody sequence by clicking on a button or opening a pop-up menu on the main home page.</p>	
<b>R4</b>	The BSDST provides the ability to name a search.	<p><b>A-Points per feature</b></p> <p><b>Feature 1:</b> 0 or 2 points The BSDST provides the ability of the tool to automatically name a search.</p> <p><b>B-Incremental feature</b></p> <p><b>Feature 2:</b> 0 or 2 points Includes feature 1 plus further provides ability to allow the user to name a search.</p> <p><b>Feature 3:</b> 0 or 4 points Includes feature 1 and 2 plus further provides ability to use special characters in the search name.</p> <p><b>Feature 4:</b> 0 or 2 points Includes feature 1,2 and 3 plus further provides ability to use more than 20 characters in the search name.</p> <p><b>Feature 5:</b> 0 or 5 points Includes all features (1 to 4 inclusively) plus further provides ability to retrieve a particular search by searching for its name after the search has been performed.</p>	
<b>R5</b>	The BSDST provides the ability to transfer a query from sequence listing(s) in a search input window.	<p><b>A-Points per feature</b></p> <p><b>Feature 1:</b> 0 or 5 points The BSDST allows the user to copy and paste from a sequence listing.</p> <p><b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to import the most recent sequence listing directly from the online Canadian Patent Database.</p>	

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Item No.	Requirement Description	Points	Score
<b>R6</b>	The BSDST provides the ability to launch:  1) BLAST 2) a global similarity search 3) fragment search 4) MOTIF search 5) antibody search	<b>A-Points per feature</b>  The BSDST provides feature accessible via one click on the homepage to launch searches including:  <b>Feature 1:</b> 0 or 5 points The BSDST provides a Basic Local Alignment Search Tool (BLAST) search.  <b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to perform a similarity search based on global alignment by exact percentage identity over the length of the query or subject sequence or shorter of the two.  <b>Feature 3:</b> 0 or 5 points The BSDST provides the ability to perform a fragment search which allows the user to specify percentage identity and a window length of consecutive residues.  <b>Feature 4:</b> 0 or 10 points The BSDST provides the ability to perform a MOTIF search which allows the user to search small input sequences with variable position(s).  <b>Feature 5:</b> 0 or 15 points The BSDST provides the ability to search for insertion and deletion at specified location(s).  <b>Feature 6:</b> 0 or 15 points The BSDST provides the ability to enter CDR and antibody chain search where the CDRs are run with a gapless algorithm in which hits with insertions and deletions will not be returned. Additionally, heavy and light chains can be searched with BLAST or by a global alignment algorithm.	
<b>Searching Minimum Pass score 130/216</b>			<b>Score</b>
<b>R7</b>	The BSDST provides the ability to search a total number of input sequences in a given input window.	<b>A-Points per feature</b>  <b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to input 100-200 input query sequences in a single search window.  <b>Feature 2:</b> 0 or 10 points The BSDST provides the ability to input more than 200 input query sequences in a single search window.	
<b>R8</b>	The BSDST provides other search features.	<b>A-Points per feature</b>  <b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to save search parameters as a template.	

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Item No.	Requirement Description	Points	Score
		<b>Feature 2:</b> 0 or 5 points The BSDST allows for use of artificial intelligence (AI) by providing the ability to use claims as input, i.e., the tool reads the claims, extracts the sequence information and then searches the sequences with AI.	
<b>R9</b>	The BSDST provides the ability to search antibody Complementarity Determining Regions (CDRs) and heavy and light chain variable regions.	<b>A-Points per feature</b>  <b>Feature 1 :</b> 0 or 10 points The BSDST provides the ability to input up to six Complementarity Determining Regions (CDRs) of an antibody in a single search.  <b>Feature 2:</b> 0 or 10 points The BSDST provides the ability to input the number of mismatches allowed in each CDR region.  <b>Feature 3:</b> 0 or 10 points The BSDST provides the ability for gapless algorithm to search CDR regions wherein hits with insertions and deletions will not be returned.  <b>Feature 4:</b> 0 or 10 points The BSDST provides the ability to input the light chain and heavy chain variable regions of an antibody.  <b>Feature 5:</b> 0 or 5 points The BSDST provides the ability to search heavy and light chain variable regions with a global alignment algorithm that allows the input of percent identity over each chain sequence.  <b>Feature 6:</b> 0 or 5 points The BSDST provides the ability to search heavy and light chain variable regions with a BLAST algorithm that allows the input of the minimum size of an exact match and E-value cut-off.  <b>Feature 7:</b> 0 or 10 points The BSDST provides the ability to display the hits for each CDR region and variable region.	
<b>R10</b>	The BSDST provides a BLAST search feature with the ability to modify search parameters.	<b>A-Points per feature</b>  <b>Feature 1:</b> 0 or 5 points The BSDST provides a search feature that allows the input of the minimum size of an exact match between two sequences before BLAST attempts to extend alignment.  <b>Feature 2:</b> 0 or 5 points The BSDST provides a search feature that allows the input of the E-value cut-off.	

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Item No.	Requirement Description	Points	Score
		<p><b>Feature 3:</b> 0 or 5 points The BSDST provides a search feature that allows the input of a scoring matrix to determine what penalty scores to assign to certain mismatches or gaps.</p> <p><b>Feature 4:</b> 0 or 5 points The BSDST provides a search feature that allows user to input the number of results per query input sequence.</p>	
R11	The BSDST provides the ability to relaunch a search.	<p><b>A-Points per feature</b></p> <p><b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to relaunch a search with exactly the same parameters as used for the original search by clicking on a refresh button.</p> <p><b>Feature 2:</b> 0 or 7 points The BSDST provides the ability to relaunch a search with the ability to change one parameter prior to relaunching the search.</p> <p><b>Feature 3:</b> 0 or 10 points The BSDST provides the capability to relaunch a search with the ability to change more than one parameter prior to relaunching the search.</p>	
R12	The BSDST provides the ability to create and search a subset of the databases.	<p><b>A-Points per feature</b></p> <p><b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to search a user generated database.</p>	
R13	The BSDST provides the ability to search text by keywords.	<p><b>A-Points per feature</b></p> <p><b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to search by keywords in a patent title, abstract, claims and the bibliographic information associated with the sequences.</p> <p><b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to search by keywords in full text for Canadian Patent Database documents.</p> <p><b>Feature 3:</b> 0 or 10 points The BSDST provides the ability to search publication date as a keyword search in patent document and in nonpatent literature databases such as PUBMED.</p> <p><b>Feature 4:</b> 0 or 5 points The BSDST provides the ability to search by accession number as a keyword.</p>	

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Item No.	Requirement Description	Points	Score
		<p><b>Feature 5:</b> 0 or 10 points The BSDST provides the ability to browse selected documents and sequences following a text keyword search by the click of a button.</p> <p><b>Feature 6:</b> 0 or 5 points The BSDST provides the ability to use a “wild card” term “*” in the keyword searching function to find words that begin with a specific term but can have a variety of ending.</p> <p><b>Feature 7:</b> 0 or 10 points The BSDST provides the ability to perform Boolean searches in the keyword search window.</p>	
<b>R14</b>	The BSDST provides the ability to search a specific nucleotide sequence with modifications and a specific amino acid sequence with modifications.	<p><b>A-Points per feature</b></p> <p><b>Feature 1:</b> Up to 7 points The BSDST provides the ability to search patterns or locations on a nucleotide sequence for methylation, acetylation, ubiquitylation, phosphorylation, SUMOylation, ribosylation and citrullination (1 point for each modification up to 7 points).</p> <p><b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to search for cyclic amino acid sequences wherein the N- and C- terminal residues are covalently bound.</p> <p><b>Feature 3:</b> 0 or 10 points The BSDST provides the ability to search unusual amino acids not covered by the twenty standard amino acids such as norleucine, selenocysteine, pyrrolysine, dehydroalanine, lanthionine, isovaline, sarcosine, norvaline, homonorleucine. e.g., GVRKAGVRN(Nle)FKSESY</p> <p><b>Feature 4:</b> 0 or 2 points The BSDST provides the ability to search locations of chemical links within a peptide, such as disulphide bonds or bridges.</p> <p><b>Feature 5:</b> 0 or 2 points The BSDST provides the ability to search locations for glycosylation and lipidation.</p> <p><b>Feature 6:</b> 0 or 2 points The BSDST provides the ability to search for phosphorylation sites in an amino acid sequence.</p> <p><b>Feature 7:</b> Up to 2 points The BSDST provides the ability to search for biotinylation and SUMOylation patterns or locations in an amino acid sequence (1 point for biotinylation and 1 point for SUMOylation patterns or locations).</p>	

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Item No.	Requirement Description	Points	Score
		<p><b>Feature 8:</b> 0 or 2 points The BSDST provides the ability to search for proteolytic cleavage locations in an amino acid sequence.</p> <p><b>Feature 9:</b> 0 or 2 points The BSDST provides the ability to search for locations for protein splicing specifically the self-catalytic removal of inteins.</p>	
<b>Grouping</b>			<b>Minimum Pass Score 40/75</b>
<b>R15</b>	The BSDST provides the ability to group search results following the completion of a search.	<p><b>A-Points per feature</b></p> <p><b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to group search results by alignment to the same output sequence.</p> <p><b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to group search results by alignment length.</p> <p><b>Feature 3:</b> 0 or 15 points The BSDST provides the ability to group search results by alignment percent identity.</p> <p><b>Feature 4:</b> 0 or 5 points The BSDST provides the ability to group search results by patent or application number.</p> <p><b>Feature 5:</b> Up to 3 points The BSDST provides the ability to group search results by:</p> <ol style="list-style-type: none"> <li>1. patent authority (1 point)</li> <li>2. patent assignee (1 point)</li> <li>3. patent inventor (1 point)</li> </ol> <p><b>Feature 6:</b> 0 or 5 points The BSDST provides the ability to group search results by the publication date, filing dates and earliest priority date.</p> <p><b>Feature 7:</b> 0 or 5 points The BSDST provides the ability to group search results by keywords found in the subject sequence annotation.</p>	
<b>R16</b>	The BSDST allows for search result records to be grouped as a patent family and displayed by a representative family member.	<p><b>A-Points per feature</b></p> <p><b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to group search results by patent family (merge all sequences within the same family).</p> <p><b>Feature 2:</b> 0 or 2 points The BSDST provides the ability to configure representative family member for viewing family groupings.</p>	

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Item No.	Requirement Description	Points	Score
		<b>Feature 3:</b> 0 or 10 points The BSDST provides the ability for providing each patent family with a simple unique family sequence ID number that allows for grouping patents of the same family.  Note: A family is defined as a collection of published patent documents relating to the same invention that are published at different times in the same country or published in different countries or regions.	
R17	The BSDST provides the ability of grouping search results according to multiple criteria.	<b>A-Points per feature</b>  <b>Feature 1:</b> 0 or 10 points The BSDST provides the ability to apply multiple grouping criteria at the same time.  <b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to save search result grouping preference(s) and use it to analyze subsequent or previous searches.	
<b>Filtering</b>		<b>Minimum Pass Score 100/139</b>	<b>Score</b>
R18	The BSDST provides the ability to perform filtering on a set of documents.	<b>A-Points per feature</b>  <b>Feature: 1:</b> 0 or 5 points The BSDST provides the ability to save specific filter options and use in subsequent searches.  <b>Feature 2:</b> 0 or 10 points The BSDST provides the ability to filter by patent authority or accession number.  <b>Feature 3:</b> 0 or 10 points The BSDST provides the ability to filter by accession number or patent SEQ ID NO.  <b>Feature 4:</b> 0 or 10 points The BSDST provides the ability to filter by application or patent number.  <b>Feature 5:</b> 0 or 10 points The BSDST provides the ability to filter by alignment percentage.  <b>Feature 6:</b> 0 or 10 points The BSDST provides the ability to filter by alignment length of the subject and by the query.  <b>Feature 7:</b> 0 or 10 points The BSDST provides the ability to filter by: 1. text keywords present in title 2. abstract, and 3. claims of patent documents.	



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Item No.	Requirement Description	Points	Score
		<p><b>Feature 8:</b> 0 or 10 points The BSDST provides the ability to filter by sequence length and molecule type.</p> <p><b>Feature 9:</b> 0 or 2 points The BSDST provides the ability to filter for no insertion, no deletion, no replacement in specified region(s) of the input sequence.</p> <p><b>Feature 10:</b> 0 or 2 points The BSDST provides the ability to filter by organism.</p> <p><b>Feature 11:</b> 0 or 2 points The BSDST provides the ability to filter by patent classifications including IPC and CPC.</p> <p><b>Feature 12:</b> 0 or 2 points The BSDST provides the ability to filter by patent assignee or inventor or reference author.</p> <p><b>Feature 13:</b> 0 or 2 points The BSDST provides the ability to filter by the number of gaps in the output and input sequence.</p>	
<b>R19</b>	The BSDST provides the ability to filter the search results for specific insertions and deletions.	<p><b>A-Points per feature</b></p> <p><b>Feature 1:</b> 0 or 10 points The BSDST provides the ability to filter the results for a specific amino acid or a specific nucleic acid at a specific location.</p> <p><b>Feature 2:</b> 0 or 10 points The BSDST provides the ability to filter the results for an insertion, and deletion or replacement at a specific amino acid or a specific nucleic acid location.</p> <p><b>Feature 3:</b> 0 or 10 points The BSDST provides the ability to filter the results for multiple replacements at multiple locations or searching for multiple changes to the sequence at multiple locations simultaneously.</p> <p><b>Feature 4:</b> 0 or 10 points The BSDST provides the ability to filter the results of the insertions or deletions based on the length of said insertions or deletions.</p> <p><b>Feature 5:</b> 0 or 10 points The BSDST provides the ability to apply more than one filter by applying a combination of the same or different Boolean operators ("AND", "OR", and "NOT"), thus affecting the way the filters are combined.</p>	

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Item No.	Requirement Description	Points	Score
		<p><b>Feature 6:</b> 0 or 2 points The BSDST provides the ability for each filter to be annotated by a specific colour when viewing the results after the filter is applied.</p> <p><b>Feature 7:</b> 0 or 2 points The BSDST provides the ability to view results obtained after a filter is applied by rating system that can be subsequently searched.</p>	
<b>Viewing</b>			<b>Minimum Pass Score 20/38</b>
<b>R20</b>	The BSDST provides ability to display search results by user preferences.	<p><b>A-Points per feature</b></p> <p><b>Feature 1:</b> 0 or 2 points The BSDST provides the ability to view only selected search results.</p> <p><b>Feature 2:</b> 0 or 2 points The BSDST provides the ability to view result by family.</p> <p><b>Feature 3:</b> 0 or 2 points The BSDST provides the ability for the User to define the column view.</p> <p><b>Feature 4:</b> 0 or 2 points The BSDST provides the ability to save the preferred column view from session to session without the need for the user to reconfigure them once set.</p> <p><b>Feature 5:</b> 0 or 10 points The BSDST provides the ability for the user to view sequence alignment.</p> <p><b>Feature 6:</b> 0 or 10 points The BSDST provides the ability for the user to view subject and query sequences.</p> <p><b>Feature 7:</b> 0 or 10 points The BSDST provides the ability for the user to view subject sequence annotation.</p>	
<b>Sorting</b>			<b>Minimum Pass Score 20/31</b>
<b>R21</b>	The BSDST allows for sorting of search results according to user needs and preferences.	<p><b>A-Points per feature</b></p> <p><b>Feature 1:</b> 0 or 1 points The BSDST provides the ability to sort by database.</p> <p><b>Feature 2:</b> 0 or 1 points The BSDST provides the ability to sort by application and patent number.</p>	

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Item No.	Requirement Description	Points	Score
		<p><b>Feature 3:</b> 0 or 1 points The BSDST provides the ability to sort by sequence identifier (accession number or SEQ ID NO).</p> <p><b>Feature 4:</b> 0 or 1 points The BSDST provides the ability to sort by molecule type.</p> <p><b>Feature 5:</b> 0 or 5 points The BSDST provides the ability to sort the search results in ascending or descending order of input sequence percentage identity and output sequence percentage identity.</p> <p><b>Feature 6:</b> 0 or 5 points The BSDST provides the ability to sort the search results in ascending or descending order of alignment length and alignment percentage identity.</p> <p><b>Feature 7:</b> 0 or 5 points The BSDST provides the ability to sort the search results by the publication date, filing date and earliest priority date.</p> <p><b>Feature 8:</b> 0 or 5 points The BSDST provides the ability to sort by the patent family ID.</p> <p><b>Feature 9:</b> 0 or 5 pts The BSDST provides the ability to sort the patent numbers numerically or alphabetically.</p> <p><b>Feature 10:</b> 0 or 2 points The BSDST provides the ability to apply multiple sorting filters.</p>	
<b>Export</b>		<b>Minimum Pass Score 10/20</b>	<b>Score</b>
<b>R22</b>	The BSDST allows export of search documentation.	<p><b>A-Points per feature</b></p> <p><b>Feature 1:</b> 0 or 2 points The BSDST allows to export a family report in a word, HTML or Excel format for output sequences in a search result.</p> <p><b>Feature 2:</b> 0 or 2 points The BSDST allows to export results for additional searching or analysis to other platforms.</p> <p><b>Feature 3:</b> 0 or 2 points The BSDST allows to extract and export query input sequence and subject sequences.</p> <p><b>Feature 4:</b> 0 or 2 points The BSDST allows to export sequences in format of choice (e.g., FASTA, EMBL).</p>	

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Item No.	Requirement Description	Points	Score
		<b>Feature 5:</b> 0 or 2 points The BSDST allows to export the search results in HTML or rich text format via copy and paste.  <b>Feature 6:</b> 0 or 10 points The BSDST allows to export search documentation in an Excel format.	
<b>Search History Documentation</b>			<b>Minimum Pass Score 14/25</b>
<b>R23</b>	The BSDST provides the ability to save, organize and share search results.	<b>A-Points per feature</b>  <b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to save biological sequence search results automatically on the tool server. <b>Feature 2:</b> 0 or 2 points The BSDST provides the ability to organize and save search results in projects/folders/subfolders.  <b>Feature 3:</b> 0 or 2 points The BSDST provides a clickable link on the homepage or a pop-up menu to access the projects/folders.  <b>Feature 4:</b> 0 or 2 points The BSDST provides the ability to search for files within a folder.  <b>Feature 5:</b> 0 or 2 points The BSDST provides the ability to notify the searcher when a search is complete.  <b>Feature 6:</b> 0 or 2 points The BSDST provides the ability to delete one or more search results at once by selecting and deleting.  <b>Feature 7:</b> 0 or 5 points The BSDST provides the ability to set-up alerts on searches that have previously run. The alert set-up automatically relaunches the search when one of the subject databases is updated.  <b>Feature 8:</b> 0 or 5 points User selectable details of search results are selectable for presentation to other users, either through an email interface, or within the application.	
<b>Infographic Result Report</b>			<b>Minimum Pass Score 40/77</b>
<b>R24</b>	The BSDST provides the ability to generate an infographic result report on site specific sequence changes.	<b>A-Points per feature</b>  <b>Feature 1:</b> 0 or 10 points The BSDST provides the ability to generate a report listing all the variations found at specific location(s) corresponding to the input sequence.	

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Item No.	Requirement Description	Points	Score
		<p><b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to generate a report of each and every variation at specific locations and lists how many times that variation appears at said locations. For example: A16T (appears 3 times) or R567P (appears 9 times).</p> <p><b>Feature 3:</b> 0 or 5 points The BSDST provides the ability to generate a report with colour coding the variations based on number of variations at a specific location.</p> <p><b>Feature 4:</b> 0 or 5 points The BSDST provides the ability to generate a report with colour coding the variations based on type of variations found at a specific location, e.g., conservative changes or non-conservative changes.</p> <p><b>Feature 5:</b> 0 or 5 points The BSDST provides the ability to generate a report with colour coding based on hydrophobic or hydrophilic changes of amino acids at a specific site.</p> <p><b>Feature 6:</b> 0 or 5 points The BSDST provides the ability to generate a report with colour coding mismatched nucleotides.</p>	
<b>R25</b>	The BSDST provides the ability to generate an infographic result reporting system.	<p><b>A-Points per feature</b></p> <p><b>Feature 1:</b> 0 or 2 points The BSDST provides the ability to generate an infographic search report with the following browsing capability (2 pts if all 3 following abilities exist):</p> <ol style="list-style-type: none"> <li>1. a clickable link that takes the user to only those subject documents that hit the query input sequence;</li> <li>2. ability to link to total number of hits to patent and non-patent documents, and</li> <li>3. ability to download query input sequences.</li> </ol> <p><b>Feature 2:</b> 0 or 10 points The BSDST provides the ability to generate a VENN diagram showing the number of subject sequences from patent documents that match the input query sequences and the overlapping subject sequences.</p> <p><b>Feature 3:</b> 0 or 10 points The BSDST provides the ability to generate a VENN diagram showing the overlap between subject sequences from patent documents with more than one CDR region and the variable regions of an antibody.</p>	

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Item No.	Requirement Description	Points	Score
		<p><b>Feature 4:</b> 0 or 10 points The BSDST provides the ability to sort results by CDRs and variable regions, and will also display matches containing all of the searched regions and various combinations thereof.</p> <p><b>B-Incremental feature</b></p> <p><b>Feature 5:</b> 0 or 10 points In addition to the above features (1 to 4 inclusively), the VENN diagram also provides a clickable link that takes the user to only those patents or non-patent literature documents that contain selected overlapping regions.</p>	
<b>Aligning Two Sequences</b>			<b>Minimum Pass Score 3/6</b>
<b>R26</b>	The BSDST provides the ability to align sequences.	<p><b>A-Points per feature</b></p> <p>The BSDST provides the ability to launch direct alignment between two sequences (3 points for each feature below).</p> <p><b>Feature 1:</b> 0 or 3 points The BSDST provides the ability to align two sequences with BLAST algorithm.</p> <p><b>Feature 2:</b> 0 or 3 points The BSDST provides the ability to align sequences with Smith-Waterman algorithm.</p>	

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## APPENDIX C

**Introduction:** This Appendix C contains the specifications for the Biological Sequence Databases Search Tool (BSDST) for the Technical Point-Rated Criteria without a Minimum Pass Score under the Statement of Requirement (SOR).

The BSDST should provide the features of the Technical Point-Rated Criteria listed under **C1. Technical Point-Rated Criteria without a Minimum Pass Score**.

Technical Point-Rated Criterion that obtained full points shall be considered a technical mandatory requirement at contract award.

### C1. Technical Point-Rated Criteria without a Minimum Pass Score

Item No.	Requirement Description	Points	Score
<b>Data Source</b>			<b>Minimum Pass Score 0/12</b>
<b>R27</b>	The BSDST provides the ability to search patent and International biological sequence databases.	<b>A-Points per feature</b>  <b>Feature 1:</b> 0 up to 3 points Coverage of the databases from the Brazilian, Russian, and Indian Patent Offices (1 point per office).  <b>Feature 2:</b> 0 up to 4 points Coverage of biological sequence databases including RefSeq, ENSEMBL, Swiss-Prot and GenPept (1 point per database).  <b>B-Incremental feature</b>  <b>Feature 3:</b> 0 or 5 points The BSDST provides the ability to select one or multiple databases simultaneously listed under feature 1 and feature 2 above in combination with the ones listed in M9.	
<b>Retrieving Documents</b>			<b>Minimum Pass Score 0/10</b>
<b>R28</b>	The BSDST provides the ability to retrieve documents.	<b>A-Points per feature</b>  <b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to retrieve patent and public documents that matches the keywords by using clickable links.  <b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to retrieve patent and public documents that comprise the subject sequence matched by using clickable links.	

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## ANNEX B

### CANADA'S ONLINE LICENSED PRODUCT(S) TERMS AND CONDITIONS

#### 1. DEFINITIONS

**"Authorized Provider"** means a supplier to the Contractor of one or more components of the Licensed Product(s).

**"Client User"** means an individual authorized by the Licensee (whether on a permanent, temporary or contract basis) also referred to as "Authorized User" who is permitted to access the Product(s) from within the Licensee's Premises or from such other places where Authorized User undertake its work for the Licensee (including but not limited to Authorized User' offices and homes) and who has been issued a password or other authentication by the Licensee.

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

**"Contractor"** (*Legal name of the Publisher or Authorized Provider to be inserted here at Contract Award*) means to whom the Contract is awarded.

**"Derivative Product"** means any product or service created by or for the Licensee by the use, adaptation, alteration or incorporation of any of the Product(s), or any parts thereof, including through the modification of or addition to the Product(s) by or on behalf of Licensee or through the manipulation of the data contained in the Product(s).

**"Documentation"** means the current technical and user documentation for the Product(s) or Services provided by the Contractor that details and explains how to install, access, use, maintain, or support Services or products.

**"Error"** means any Error instruction or statement contained in or absent from the Licensed Product(s) Subscription Services, which, by its presence or absence, prevents the Licensed Product(s) Subscription Services from operating in accordance with the specifications of the contract.

**"Licensee"** means the Department of Innovation, Science and Economic Development (ISED) Canada is the Licensee.

**"Licensed Product(s)" or "Licensed Product(s) Subscription Services" otherwise referred to as "Product(s)"** for purposes of these data licensing terms and conditions, Product(s) refers to the Licensed Product(s) described in Annex A, Statement of Requirement. The Contractor grants the Authorized Users the right to access and use the Product(s) under the Contract. This includes a subscription license with all the right defined in the Contract and the right to the Licensed Product(s) and on-line documentation collectively.

**"Licensed Product(s) Subscription Services Fee" otherwise referred to as "Fee"** means the subscription license fee to the Licensed Product(s) for each year of the Contract Period as set forth in Annex C, Basis of Payment.

**"Licensed Product(s) Subscription Period", otherwise referred to as "Term" or "Contract Period"** means the period during which the contractor is obliged to perform the work and must make available and support the Licensed Product (s) to the Authorized User(s), all in accordance with the conditions of the Contract.

**"Licensed Product(s) Subscription Services Maintenance Releases"** means all commercially available enhancements, extensions, improvements, upgrades, updates, releases, versions, renames, rewrites, cross-grades, components and back grades or other modifications to the Licensed Product(s) Subscription Services developed or installed by the Contractor or its Authorized Provider.

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

“**Server**” means either the Contractor's server or a third-party server designated by the Contractor, on which the Licensed Product(s) are posted and can be accessed.

## 2. LICENSED PRODUCT(S)

### 2.1. Right to License

- (a) Licensee acknowledges and accepts that the license to use the Licensed Product(s) being procured through this Contract is non-exclusive and non-transferrable, throughout the world, and Authorized Users obtain access to the Licensed Product(s) by way of a network, the Internet, an intranet, an extranet, a virtual private network (VPN), an inter-network, 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 the Licensed Product(s) 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 from time to time.
- (b) The Contractor guarantees that it has the right to license the Licensed Product(s) and full power and authority to grant to Canada all the rights granted under the Contract. The Contractor also guarantees that all necessary consents to that grant have been obtained. Canada agrees that it's only remedy and the Contractor's entire obligations in relation to a breach of this guarantee are the remedies and obligations set out in the section entitled "Intellectual Property Infringement and Royalties" contained in the General Conditions or in the Articles of Agreement, as the case may be.
- (c) The Licensee and the Contractor agree that only the conditions that expressly form part of the Contract by being written out in full in the Articles of Agreement or listed in the Priority of Documents section in the Articles of Agreement form part of the Contract. Any conditions accompanying or enclosed with the Licensed Product(s) Subscription Services if any, do not form part of the Contract and, therefore, are not part of Canada's subscription license and do not affect the rights of both parties in any way. The Contractor agrees that in no event will Canada or any Client or User be required to enter into any additional license agreement with respect to the Licensed Product(s) Subscription Services or any portion of it. The Contractor acknowledges that any additional license agreement relating to the Licensed Product(s) Subscription Services signed by anyone other than the Contracting Authority is void and of no effect.
- (d) Licensee is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are provided with the Licensed Product(s) or conditions that may accompany the content in any manner, regardless of any notification to the contrary.
- (e) The Licensed Product(s) includes the right for the Licensee to continue to use the Product(s) regardless of any changes made at any given time, including but not limited to changes in the operating system, other applications, hardware, peripherals or devices with which the License operates; however, the Contractor is not required to deliver a new or different version of the License to enable the Authorized Users to continue to use the Product(s) in a different environment than the one(s) described in the Contract (unless expressly required to do so as part of the warranty).
- (f) Licensee acknowledges that ownership of the Product(s) belongs to the Contractor or its Authorized Provider and is not transferred to Licensee. As a result, any reference in the Contract to any part of Product(s) as a deliverable must be interpreted as a reference to the license to use the Product(s), not to own the Product(s).

### 2.2 Language of Licensed Product(s) Subscription Services: English and if available, French.

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**2.3 Additional Rights:** This Licensed Product(s) Subscription Services includes the right for Licensee to:

- (a) access and use all the hosted Product(s) that form part of the BSDST from as many locations (off-site workplaces or work environments "in the field", and in-home work environments for the Client's business purposes) as the Client sees fit, within the number of subscriptions for the Licensed Product(s) that the Client is licensed for;
- (b) to create or process an unlimited number of documents, transactions, data and events;
- (c) access the Licensed Product(s) on multiple computing platforms and devices; under the contract, "devices" are defined as mainframes, servers, desktops, workstations, notebooks, laptops, personal digit assistant(s) and networking equipment and peripheral equipment such as switches, routers, hubs, bridges and gateways, and any other equipment that has a central processor unit(s), mass storage device(s), input output device(s) and operating system;
- (d) make this use by way of a network, the Internet, an intranet, an extranet, a virtual private network (VPN), an inter-network, 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 the Licensed Product(s) Subscription Services 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 from time to time;
- (e) make this use regardless of the operating systems, product applications and Application Programming Interface(s) (API) that the Client may be using from time to time; however, Canada acknowledges that the Contractor is not granting any license rights to Product(s) other than the Licensed Product(s) Subscription Services, and
- (f) Nothing in this License shall in any way exclude, modify or affect any of the Licensee's rights under the *Copyright Act* of Canada.

## 2.4 Documentation

Copyright in the Documentation will not be owned by or transferred to the Licensee. However, the Licensee has the right to use the Documentation and may, for its own internal purposes, copy it for use by individuals using or supporting the Licensed Product(s) Subscription Services, as long as the Licensee includes any copyright and/or proprietary right notice that was part of the original document in any copy. Unless provided otherwise in the Contract, Licensee must not otherwise reproduce the Documentation without first obtaining the written consent of the Contractor.

The Contractor guarantees that the Licensed Product(s) contains the appropriate Product(s), Services, Web Services, Application Program Interfaces and policies, processes and procedures to permit the Client to access, and use all functions and features of the Licensed Product(s) Subscription Services as detailed in the contract.

The Documentation must be available in English and also provided in French, if available.

## 3. PROHIBITED USES

- (a) Licensee must not engage in the following activities and must take all commercially reasonable efforts to prevent Authorized Users from engaging in the following activities:
  - i. market, publish, disseminate, distribute, sell, license, sublicense or provide access, in whole or in part, to the Product(s) or Derivative Product(s) to any person outside of the Licensee, whether or not for a fee, whether in hard copy, on any digital communications network, including without limitation, the internet, or in any other format;
  - ii. reverse engineer Product(s) in whole or in part;

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- iii. rent, electronically distribute, use in a service bureau or timeshare in whole or in part, Product(s) or Derivative Product(s), whether or not for a fee;
  - iv. remove or alter the authors' names or the Contractor's copyright notices or other means of identification or disclaimers as they appear in the Product(s);
  - v. systematically make print or electronic copies of multiple extracts of the Licensed Product(s) for any purpose other than back-up copies;
  - vi. mount or distribute any part of the Product(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network;
  - vii. directly or indirectly use or assist any third party to use Derivative Product(s) or Product(s) or any of their content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity's internet website, or otherwise charge a fee for access, provided however, that recovery of direct costs by Licensee from Authorized Users, and use of the Content in the course of research funded by a commercial organization shall not violate this sub-section, or
  - viii. infringe any copyright, patent, trademark or trade secret of the Contractor.
- (b)** The Contractor's explicit written permission must be obtained in order to:
- i. use all or any part of the Product(s) for any Commercial Use;
  - ii. publish, distribute or make available the Product(s), Derivative Product(s), works based on the online Product(s) or works which combine them with any other material, other than as permitted in this License;
  - iii. alter, abridge, adapt or modify the Product(s), except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this License, to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

#### **4. CONTRACTOR'S UNDERTAKINGS AND DISCLAIMERS**

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

#### **5. LICENSEE'S UNDERTAKINGS**

The Licensee must use reasonable efforts to:

- (a)** ensure that only Authorized Users are permitted access to the Product(s);

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- (b) ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights of the Product(s) and that they are made aware of and undertake to abide by the terms and conditions of this License;
- (c) monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Contractor and take all steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
- (d) issue passwords or other access information only to Authorized Users and use reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
- (e) keep full and up-to-date records of all Authorized Users and their access details and provide the Contractor with details of such additions, deletions or other alterations as are necessary to enable the Contractor to provide Authorized Users with access to the Product(s) as contemplated by this Licensee, and
- (f) the Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Product(s), and that any material breach thereof constitutes a fundamental breach of the License, in which event, notwithstanding clause 10, this License shall immediately terminate.

## 6. UNDERTAKINGS BY BOTH PARTIES

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

## 7. LICENSE FEE

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

## 8. ACCEPTANCE

- (a) Licensee shall have sixty (60) calendar days from delivery of the Licensed Product(s) to review the Product(s) to determine whether:
  - i. the data comprising the Product(s) is not corrupt, and
  - ii. the Product(s) contain(s) the required features and functionalities set out in the Annex A, Statement of Requirement.
- (b) If the Client determines there is a problem in a delivery of the Licensed Product(s) for the reasons set out above, it shall send a written notice of rejection to the Contractor, which notice shall contain reasons detailing why a delivery of a Product was not accepted. The reasons provided by the Client shall be sufficiently detailed so that the Contractor can confirm the nature of the delivery problem. If no such written notice rejecting a delivery of a Product is received by the Contractor within the sixty (60) calendar days' acceptance period, the Client shall be deemed to have accepted that delivery of a

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Product. If the Client sends a written notice to the Contractor stating that a delivery of a Product has been rejected for a reason set out above and the Contractor confirms such reason, the Contractor shall redeliver those files that make up that Product(s) within a further fifteen (15) calendar days after the Contractor's receipt of the notice of rejection from the Client.

## 9. INTELLECTUAL PROPERTY

### (a) Licensee acknowledges that:

- i. copyright, trade secret rights and other intellectual property and proprietary rights reside in the Contractor Intellectual Property;
- ii. the Contractor, and its Authorized Provider(s), hold copyright and other intellectual and proprietary rights in the Intellectual Property and all right, title and interest in and to the Intellectual Property and all modifications thereto will at all times be vested in and remain the property of the Contractor and its Authorized Provider(s);
- iii. no change made to Product(s) and Documentation by Licensee, however extensive, shall affect or negate the title of the Contractor and its Authorized Provider(s) in the Product(s) and Documentation or any component of the Product(s) or Documentation incorporated into the Product(s) or Derivative Product(s);
- iv. no ownership rights in and to the Product(s) and Documentation are transferred to Licensee; and the Contractor hereby reserves all copyright, trade secret, intellectual property and proprietary rights not expressly granted hereunder.

## 10. TERM AND TERMINATION

### (a) This License could be terminated:

- i. if the Licensee defaults in making payment of the Fee as provided in the Contract;
- ii. if either party commits a material or persistent breach of any term or obligations of this License or the Contract and fails to remedy the breach within thirty (30) days of notification in writing by the other party;

### (b) On termination all rights and obligations of the parties automatically terminate except as specifically provided in this License.

### (c) On termination of this License for default, as specified in clauses 10 a., the Licensee shall immediately cease to distribute or make available the Product(s) to Authorized Users.

### (d) On termination of this License by the Licensee for default, as specified in clause 10.a.(ii). above, the Contractor shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.

### (e) The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding clause 10, this License shall immediately terminate.

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## 11. LIMITATION OF LIABILITY

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

## 12. GENERAL

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

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**ANNEX C**  
**BASIS OF PAYMENT**

**TABLE 1- LICENSED PRODUCT(S) SUBSCRIPTION SERVICES DURING THE INITIAL CONTRACT PERIOD**

<b>Item No.</b>	<b><u>DESCRIPTION OF DELIVERABLES</u></b>	<b><u>Quantity</u></b>	<b><u>ALL-INCLUSIVE ANNUAL FIRM PRICE</u></b>	<b><u>EXTENDED ALL-INCLUSIVE ANNUAL FIRM PRICE</u></b>
1	For access to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including simultaneous access for a minimum of 50 Client Users, as well as on-line training, Web support services, and on-line support documentation, meeting all the requirements as stated in Annex A, Statement of Requirement (SOR).	1	\$	\$
Sub-Total CAD/USD:				\$
Taxes (if applicable):				\$
The Licensed Product(s) Subscription Period will be from [Start Date] up to and including [End Date]				

**TABLE 2 - OPTIONAL ADDITIONAL DELIVERABLES DURING THE INITIAL CONTRACT PERIOD**

<b>Item No.</b>	<b><u>DESCRIPTION OF OPTIONAL ADDITIONAL DELIVERABLES</u></b>	<b><u>Qty</u></b>	<b><u>ALL-INCLUSIVE ANNUAL FIRM PRICE</u></b>	<b><u>EXTENDED ALL-INCLUSIVE ANNUAL FIRM PRICE</u></b>
1	For access to add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR).	1	\$	\$

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<b>2</b>	For access to add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR).	1	\$	\$
<b>3</b>	For access to add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR).	1	\$	\$
Sub-Total CAD/USD:				\$
Taxes (if applicable):				\$
The Licensed Product(s) Subscription Period will be from [Start Date] up to and including [End Date]				



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**TABLE 3 - LICENCED PRODUCT(S) SUBSCRIPTION SERVICES DURING THE OPTION YEARS**

Item No.	DESCRIPTION OF DELIVERABLES	QTY	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4
1	Firm annual price for access to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR).	1	\$	\$	\$	\$
TOTAL CAD/USD:			\$	\$	\$	\$
Licensed Product(s) Subscription Period for Option Year 1: [Start Date] up to and including [End Date]						
Licensed Product(s) Subscription Period for Option Year 2: [Start Date] up to and including [End Date]						
Licensed Product(s) Subscription Period for Option Year 3: [Start Date] up to and including [End Date]						
Licensed Product(s) Subscription Period for Option Year 4: [Start Date] up to and including [End Date]						

**TABLE 4 - OPTIONAL ADDITIONAL DELIVERABLES DURING THE OPTION YEARS**

Item No.	DESCRIPTION OF OPTIONAL ADDITIONAL DELIVERABLES	QTY	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4
1	Firm annual price for the add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR).	1	\$	\$	\$	\$

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2	Firm annual price for the add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR).	1	\$	\$	\$	\$
3	Firm annual price for the add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR).	1	\$	\$	\$	\$
<b>TOTAL CAD/USD:</b>			\$	\$	\$	\$

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## ANNEX D

### CONTRACTOR'S OPTIONAL ADD-ON MODULE(S) DESCRIPTION *(if applicable)*

#### Contractor's optional Add-on Module(s) Description

*(to be completed at contract award by Contracting Authority by using Bidder's proposed optional Add-on Module(s) Form)*

#### List of optional Add-on Module(s):

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#### Description of each optional Add-on Module:

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## ANNEX E

### PERFORMANCE GUARANTEE

*(to be included at contract award only if applicable)*

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### PART 3 OF THE BID SOLICITATION

#### Attachment 3.1- Substantiation of Technical Compliance Form

([See attached](#))

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**PART 3 OF THE BID SOLICITATION**  
**Attachment 3.2- Bid Submission Form**

BID SUBMISSION FORM	
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name: <input style="width: 80%;" type="text"/>
	Title: <input style="width: 80%;" type="text"/>
	Address: <input style="width: 80%;" type="text"/>
	Telephone #: <input style="width: 80%;" type="text"/>
	Fax #: <input style="width: 80%;" type="text"/>
	Email: <input style="width: 80%;" type="text"/>
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
<b>Jurisdiction of Contract:</b> Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b> See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?  Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "

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BID SUBMISSION FORM		
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>	
<b>Licensed Product(s) Subscription Services Support:</b>	Toll-free Telephone Access:	
	Toll-Free Fax Access:	
	E-Mail Access:	
	Website address for web support:	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ol>		
<b>Signature of Authorized Representative of Bidder</b>	<hr/>	

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### PART 3 OF THE BID SOLICITATION

#### Attachment 3.3 – Bidder's proposed optional Add-on Module(s) Form

**PWGSC SOLICITATION NO:** [SOLICITATION NUMBER]

**COMPANY NAME:** [LEGAL NAME OF THE COMPANY]

#### Bidder's proposed optional Add-on Module(s) Form

(to be used if the Bidder proposes pricing with their bid proposal for up to 3 add-on modules that would enhance the performance of the BSDST)

The Bidder is required to provide a complete list of the proposed add-on module(s) along with a detailed description of the functionalities and explain how the module(s) would enhance their proposed BSDST. Bidder is cautioned that pricing should only be included with the Financial Section of their bid. Bidder cannot include any licensing terms, usage restrictions or any other terms that would contradict the licensing terms included under the Annex B, Canada's Online Licensed Product(s) Terms and Conditions.

#### List of proposed optional add-on module(s):

*[Bidder should provide the commercial name and version of module(s) and add or remove lines as needed.]*

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#### Description of each proposed optional add-on Module:

*[Bidder should provide details of the functionality(ies) and databank(s) and how it could enhance the performance of their proposed BSDST. Bidder should add or remove lines as needed.]*

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## PART 4 OF THE BID SOLICITATION

### Attachment 4.1 – Financial Evaluation Tables

**[Note to Bidders:**

1. Bidders must bid prices as requested in this Attachment 4.1 -Financial Evaluation Tables. Financial Proposal should include tables in the format shown below. Prices must be included in the Bidder's Financial Proposal only.
2. If the Financial Bid is not found responsive for the requirements in accordance with Article 4.1.1.2 (2018-03-13) Phase I: Financial Bid of the Phased Bid Compliance Process of the solicitation to the satisfaction of Canada, then the Bidder's proposal shall be considered non-responsive and will receive no further consideration.
3. Bidders must agree to bid an all-inclusive annual firm price for the BSDST Licensed Product(s) Subscription Services in Table 1. The all-inclusive annual firm price must include on-line training, Web support services and on-line support documentation for the duration of the during the Initial Contract Period, and meet all the technical requirements of the Annex A, Statement of Requirement. Bidders must only submit one version of the BSDST, with an all-inclusive annual firm price, and only that version with that price will be assessed during bid evaluation process. Bidders are required to complete and submit with their bid proposal either under **Part 5, Attachment 5.1 - Publisher Certification Form or Part 5 Attachment 5.2 - Publisher Authorization Form** the commercial name of their proposed BSDST including all Product(s) and other commercial names related to functionalities and databanks included in the Bidder's proposed BSDST.
4. Bidders may include an all-inclusive annual firm price for optional additional deliverables in Table 2 for value add-on module(s) during the Initial Contract Period. A value add-on module is considered as optional additional functionality(ies) and databank(s) that could enhance the performance of its proposed BSDST. Bidders can propose pricing for up to 3 value add-on modules. If a Bidder submits pricing for value add-on module(s), the Bidder is required to complete and submit with their bid proposal **Part 3, Attachment 3.3 - Bidder's proposed optional Add-on Module(s) and indicate the commercial name(s) of their add-on module(s)**. Canada will not evaluate the value add-on module(s) as well as their respective price(s) included in the bid proposal as optional additional deliverables if proposed by the Bidder for the Initial Contract Period. Canada is under no obligations to purchase optional additional deliverables during the Initial Contract Period. Canada reserves the right to negotiate the prices down with the winning Bidder prior to contract award. If the Bidder does not provide pricing for optional additional deliverables during the Initial Contract Period, the Bidder is required to indicate "N/A" for not applicable.
5. Bidders must agree to bid an all-inclusive annual firm price for each option year in Table 3 for the same proposed BSDST Licensed Product(s) Subscription Services proposed under Table 1. The all-inclusive annual firm price must include on-line training of up to two (2) days during each option year as well as Web support services and on-line support documentation, meeting all the technical requirements of the Annex A, Statement of Requirement.
6. Bidders are requested to include an all-inclusive annual firm price for optional additional deliverables in Table 4 for each value add-on module proposed under Table 2 that could enhance the performance of the BSDST during the Option Years. Bidder can propose pricing for up to 3 value add-on modules for each option year. If the Bidder submits pricing for value add-on module(s) under Table 2, Bidder is required to complete **Part 3, Attachment 3.3 - Bidder's proposed optional Add-on Module(s)**. Canada will not evaluate the value add-on module(s) as well as their respective price(s) for the optional additional deliverables during the Option Years. Canada is under no obligations to purchase optional additional deliverables during the Option Years. Canada reserves the right to negotiate the prices down with the winning Bidder prior to contract award. If the Bidder does not provide pricing for optional additional deliverables during the Initial Contract Period, the Bidder cannot include pricing for optional additional deliverables during the Option Years and as such, Bidder are requested to indicate "N/A" for not applicable.

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7. Canadian-based bidders must submit all-inclusive annual firm prices in Canadian dollars (CAD), Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
8. Foreign-based bidders must submit all-inclusive annual firm prices in US dollars (USD), Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, if applicable, for evaluation purposes only, to the prices submitted by foreign-based bidders.
9. Canada may declare a bid non-responsive if in Canada's opinion any of the firm annual prices are too low or too high. Canada has the right to disqualify a bid if the price of any deliverables does not reflect a fair and actual market price.]

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## PART 4 OF THE BID SOLICITATION

### ATTACHMENT 4.1 – FINANCIAL EVALUATION TABLES

**TABLE 1 – LICENSED PRODUCT(S) SUBSCRIPTION SERVICES DURING THE INITIAL CONTRACT PERIOD**

The Bidder must provide prices for each item listed below and must indicate the currency without Taxes.

ITEM NO.	DESCRIPTION OF DELIVERABLES	QUANTITY (A)	ALL-INCLUSIVE ANNUAL FIRM PRICE (B)	EXTENDED PRICE FOR EVALUATION PURPOSES (C) = (A X B) (B)
1	For access to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR).	1	\$	\$
TABLE 1 TOTAL PRICE:				(\$)
NOTE TO BIDDER: FOR EVALUATION PURPOSES, THE SUM OF THE EXTENDED PRICE UNDER COLUMN (C) WILL BE USED TO CALCULATE THE TOTAL BID PRICE (TBP).				

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## PART 4 OF THE BID SOLICITATION

### ATTACHMENT 4.1 – FINANCIAL EVALUATION TABLES

**TABLE 2 – OPTIONAL ADDITIONAL DELIVERABLES DURING THE INITIAL CONTRACT PERIOD**

The Bidder is required to provide pricing for each item listed below along with the currency without Taxes.

ITEM No.	DESCRIPTION OF OPTIONAL ADDITIONAL DELIVERABLES	QUANTITY (A)	ALL-INCLUSIVE ANNUAL FIRM PRICE (\$) (B)	EXTENDED PRICE (C) = (A X B) (\$)
2	For access to value add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR).	1	\$	\$
3	For access to value add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR).	1	\$	\$
4	For access to value add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR).	1	\$	\$

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ITEM No.	DESCRIPTION OF OPTIONAL ADDITIONAL DELIVERABLES	QUANTITY  (A)	ALL-INCLUSIVE ANNUAL FIRM PRICE (\$)  (B)	EXTENDED PRICE (C) = (A X B)  (\$)
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**NOTE TO BIDDER: THESE PRICES WILL NOT BE EVALUATED. PLEASE INDICATE AN ALL-INCLUSIVE ANNUAL FIRM PRICE PER ADD-ON MODULE OR N/A.**

Solicitation No. – N° de l'invitation U8105-210841/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur PI031
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#### PART 4 OF THE BID SOLICITATION

#### ATTACHMENT 4.1 – FINANCIAL EVALUATION TABLES

**TABLE 3 – LICENSED PRODUCT(S) SUBSCRIPTION SERVICES DURING THE OPTION YEARS**

The Bidder must provide prices for each item listed below and must indicate the currency without Taxes.

ITEM No.	DESCRIPTION OF DELIVERABLES	Quantity (A)	All-inclusive Annual Firm Price (B)	EXTENDED PRICE FOR EVALUATION PURPOSES (C) = (A X B)
			(\$)	(\$)
5	For access to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during the Option Year 1.	1	\$	\$
6	For access to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during the Option Year 2.	1	\$	\$

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ITEM No.	DESCRIPTION OF DELIVERABLES	Quantity (A)	All-inclusive Annual Firm Price (B) (\$)	EXTENDED PRICE FOR EVALUATION PURPOSES (C) = (A X B) (\$)
7	For access to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during the Option Year 3.	1	\$	\$
8	For access to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during the Option Year 4.	1	\$	\$
TABLE 3 TOTAL PRICE:				(\$)
NOTE TO BIDDER: FOR EVALUATION PURPOSES, THE SUM OF THE EXTENDED PRICE UNDER COLUMN (C) WILL BE USED TO CALCULATE THE TOTAL BID PRICE (TBP).				

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#### PART 4 OF THE BID SOLICITATION

#### ATTACHMENT 4.1 – FINANCIAL EVALUATION TABLES

**TABLE 4 – OPTIONAL ADDITIONAL DELIVERABLES DURING THE OPTION YEARS**

The Bidder is required to provide prices for each item listed below along with the currency without Taxes.

ITEM No.	DESCRIPTION OF OPTIONAL ADDITIONAL DELIVERABLES	Quantity (A)	All-inclusive Annual Firm Price (\$) (B)	EXTENDED PRICE (C) = (A X B) (\$)
9	For access to value add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during Option Year 1.	1	\$	\$
10	For access to value add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during Option Year 1.	1	\$	\$



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ITEM No.	DESCRIPTION OF OPTIONAL ADDITIONAL DELIVERABLES	Quantity (A)	All-inclusive Annual Firm Price (\$) (B)	EXTENDED PRICE (C) = (A X B) (\$)
11	For access to value add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during Option Year 1.	1	\$	\$
12	For access to value add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during Option Year 2.	1	\$	\$
13	For access to value add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during Option Year 2.	1	\$	\$

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ITEM No.	DESCRIPTION OF OPTIONAL ADDITIONAL DELIVERABLES	Quantity (A)	All-inclusive Annual Firm Price (\$) (B)	EXTENDED PRICE (C) = (A X B) (\$)
14	For access to value add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during Option Year 2.	1	\$	\$
15	For access to value add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during Option Year 3.	1	\$	\$
16	For access to value add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during Option Year 3.	1	\$	\$

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ITEM No.	DESCRIPTION OF OPTIONAL ADDITIONAL DELIVERABLES	Quantity (A)	All-inclusive Annual Firm Price (\$) (B)	EXTENDED PRICE (C) = (A X B) (\$)
17	For access to value add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during Option Year 3.	1	\$	\$
18	For access to value add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during Option Year 4.	1	\$	\$
19	For access to value add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during Option Year 4.	1	\$	\$

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ITEM No.	DESCRIPTION OF OPTIONAL ADDITIONAL DELIVERABLES	Quantity (A)	All-inclusive Annual Firm Price (\$) (B)	EXTENDED PRICE (C) = (A X B) (\$)
20	For access to value add-on module to the BSDST Licensed Product(s) Subscription Services for up to 150 Client Users inclusively, including access for a minimum of 50 simultaneous Client Users, as well as on-line training, Web support services, and on-line support documentation; meeting all the requirements as stated in Annex A, Statement of Requirement (SOR) during Option Year 4.	1	\$	\$

**NOTE TO BIDDER: THESE PRICES WILL NOT BE EVALUATED. PLEASE INDICATE AN ALL-INCLUSIVE ANNUAL FIRM PRICE PER ADD-ON MODULE OR N/A.**

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**PART 4 OF THE BID SOLICITATION**

**ATTACHMENT 4.1 – FINANCIAL EVALUATION TABLES**

**TABLE 5 - TOTAL BID PRICE (TBP) FOR EVALUATION**

TABLE 5 - TOTAL BID PRICE (TBP) FOR EVALUATION		
ITEM NO.	DESCRIPTION	TOTAL
21	TABLE 1 – Licensed Product(s) Subscription Services during the Initial Contract Period	Table 1 Total Price (Item 1) = \$
22	TABLE 3 – Licensed Product(s) Subscription Services for Option Years	Table 3 Total Price (Item 5, 6, 7 and 8 inclusively) = \$
23	TOTAL BID PRICE (TBP) FOR EVALUATION	Extended Price for Evaluation Purposes of Table 5  (Item 21 + Item 22) = \$

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## PART 5 OF THE BID SOLICITATION

### Attachment 5.1 - Publisher Certification Form

**PWGSC SOLICITATION NO:** [SOLICITATION NUMBER]

**COMPANY NAME:** [LEGAL NAME OF THE COMPANY]

#### Publisher Certification Form

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

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

#### List of all Product(s)

*[Bidder should add or remove lines as needed.]*

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Authorized company representative:

---

NAME and TITLE

---

SIGNATURE

---

DATE

Note: "Publisher" means the owner of the copyright in any product included in the bid proposal, who has the right to license (and authorize others to license/sub-license) its products.

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## PART 5 OF THE BID SOLICITATION

### Attachment 5.2 - Publisher Authorization Form

#### Publisher Authorization Form

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

This confirms that the publisher identified below has authorized the Bidder named below to license its proprietary products under any contract identified below. The 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 products of the publisher listed below. The 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 products of the 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 products:

*[Bidder should add or remove lines as needed.]*

\_\_\_\_\_  
\_\_\_\_\_

Name of Publisher (P) \_\_\_\_\_

Signature of authorized signatory of P \_\_\_\_\_

Print Name of authorized signatory of P \_\_\_\_\_

Print Title of authorized signatory of P \_\_\_\_\_

Address for authorized signatory of P \_\_\_\_\_

Telephone no. for authorized signatory of P \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_

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## PART 5 OF THE BID SOLICITATION

### Attachment 5.3 –Declaration Form

#### Declaration Form

(This declaration form must be submitted as part of the bidding process, if applicable).

1. Please complete the Integrity declaration form by providing the information requested.
2. Save or scan a signed copy of the document.
3. Send an email to [tpsgc.surveillancedelintegrite-integritycheck.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.surveillancedelintegrite-integritycheck.pwgsc@tpsgc-pwgsc.gc.ca) indicating that you would like to submit the form via epost Connect.

**Do not send the completed form directly to this email.**

4. Upon receipt of your email, an epost Connect conversation will be opened with you using the email address that you provided. Follow the instructions in the email to submit the completed form.

Complete Legal Name of Company:	
Company's address:	
Company's Procurement Business Number (PBN):	
Solicitation Number:	
Date of Bid: (YY-MM-DD)	

Have you ever, as the bidder, your affiliate or as one of your directors, been convicted or have pleaded guilty of an offence in Canada or similar offence elsewhere under any of the following provisions<sup>1</sup> :

	Yes	No	Comments
<b>Financial Administration Act</b>  80 (1) d): False entry, certificate or return  80 (2): Fraud against Her Majesty  154.01: Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Criminal Code</b>	<input type="checkbox"/>	<input type="checkbox"/>	

<sup>1</sup> For which no pardon or equivalent has been received.



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121: Frauds on the government and contractor  
subscribing to election fund  
  
124: Selling or Purchasing Office  
  
380: Fraud – committed against Her Majesty  
  
418: Selling defective stores to Her Majesty

**In the last 3 years, have you, as the bidder, your affiliates or one of your directors, been convicted or have pleaded guilty of an offence in Canada or elsewhere under any of the following provisions<sup>1</sup>:**

**Criminal Code**

119: Bribery of judicial officers, ...

☐☐

120: Bribery of officers

346: Extortion

**Yes**

**No**

**Comments**

**Criminal Code (cont'd)**

366 to 368: Forgery and other offences resembling  
forgery

☐☐

382: Fraudulent manipulation of stock exchange  
transactions

382.1: Prohibited insider trading

397: Falsification of books and documents

422: Criminal breach of Contract

426: Secret commissions

462.31 Laundering proceeds of crime

467.11 to 467.13: Participation in activities of criminal  
organization

**Competition Act**

45: Conspiracies, agreements or arrangements  
between competitors

☐☐

46: Foreign directives

47: Bid rigging

49: Agreements or arrangements of federal financial  
institutions



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☐

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name bidder) \_\_\_\_\_ authorise PWGSC to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.

☐

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name bidder) \_\_\_\_\_ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

We appreciate your interest in doing business with The Government of Canada and your understanding on the additional steps that we need to take to protect the integrity of PWGSC's procurement process.

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## PART 5 OF THE BID SOLICITATION

### Attachment 5.4 – List of Names Form

In accordance with Part 5, Article 5.2 (a) – Integrity Provision – List of Names, please complete the Form below.

<b>Complete Legal Name of Company</b>	
<b>Company's address</b>	
<b>Company's Procurement Business Number (PBN)</b>	
<b>Solicitation number</b>	
<b>Board of Directors (Use Format – first name last name) Or put the list as an attachment</b>	
<b>1. Director</b>	
<b>2. Director</b>	
<b>3. Director</b>	
<b>4. Director</b>	
<b>5. Director</b>	
<b>6. Director</b>	
<b>7. Director</b>	
<b>8. Director</b>	
<b>9. Director</b>	
<b>10. Director</b>	
<b>Other members</b>	
<b>Comments</b>	

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## PART 5 OF THE BID SOLICITATION

### Attachment 5.5

#### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for [Employment and Social Development Canada \(ESDC\)](#) - Labours' website.

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the *Employment Equity Act*.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only include those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- ☐ A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity \(AIEE\)](#) in place with ESDC -Labour.

OR

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

B. Check only one of the following:

- ☐ B1 The Bidder is not a Joint Venture.

OR

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

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PART 3

ATTACHMENT 3.1

Substantiation of Technical Compliance Form (STCF)

BIOLOGICAL SEQUENCE DATABASES SEARCH TOOL (BSDST)

1. INSTRUCTIONS AND EVALUATION TABLES

- 1.1
- The evaluation tables included in this attachment list the Eligible Mandatory Criteria and the Point-Rated Criteria. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in the solicitation as being subject to the Phased Bid Compliance Process (PBCP). Technical Mandatory Criteria and the Technical Point-Rated Criteria with a Minimum Pass Score are considered Eligible Mandatory Criteria of this solicitation.
- 1.2
- These tables have been created primarily to ensure a uniform response format from Bidders. The tables included in this Attachment are as follow:

TABLE A – Technical Mandatory Criteria

TABLE B – Technical Point-Rated Criteria with Minimum Pass Score

TABLE C – Technical Point-Rated Criteria without Minimum Pass Score

- 1.3
- Upon request from the Contracting Authority, after bid closing, the Bidder must provide a free trial access to the BSDST for a period of 90 calendar days for five (5) simultaneous users. The free trial will be accessed via the Government of Canada's existing internet connection, through a web browser interface. Bidders are cautioned that the free trial access will not be used to evaluate the proposed BSDST but rather to verify the Bidder's claims under the column titled "Bidder Substantiation", if necessary.

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## 2. TECHNICAL MANDATORY CRITERIA

- 2.1 The Phased Bid Compliance Process (PBCP) will apply to all Technical Mandatory Criteria.
- 2.2 Bidders are cautioned that Table A – Technical Mandatory Criteria does not include all the mandatory requirements of this solicitation. This solicitation contains other mandatory requirements dealing with, the submission, format and content of proposals, including the mandatory submission of certifications and mandatory requirements for the submission of the financial proposal. It is the Bidder's sole responsibility to read the entire solicitation to ensure that it complies with all mandatory requirements of this solicitation.
- 2.3 Bidders must complete and submit with their Technical Bid: **TABLE A – Technical Mandatory Criteria**. The format of the table should be similar to the format shown herein.
- 2.4 Substantiation of Compliance to Technical Mandatory Criteria: Bidders must provide substantiation of compliance for each Technical Mandatory Criterion. Bidders must provide a statement and screen capture (where applicable) demonstrating each functionality in support of their claims in the column titled "Bidder Substantiation" providing sufficient product description, service description, and/or other information as required to substantiate, to the sole satisfaction of the Government evaluators, that the claims meet the Technical Mandatory Criteria. In addition, each functionality must be available during the free trial period, unless otherwise indicated. Bidders are cautioned that evaluators may use, if required, the free trial access for the sole purpose of reviewing Bidder's response in the column titled "Bidder Substantiation" .

If there is insufficient space in the table, Bidders may simply reference the substantiating documentation included in other sections of their bid proposal. Where it is necessary to refer to other documentation, Bidders should include in the table the precise location of the reference material including the page and paragraph numbers as required. Bidders are cautioned that simply restating that the Bidder complies with the requirement, unless otherwise indicated, will not be considered substantiation.

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3. TECHNICAL POINT-RATED CRITERIA WITH MINIMUM PASS SCORE

- 3.1 The Phased Bid Compliance Process (PBCP) will apply to all Technical Point-Rated Criteria with a Minimum Pass Score.
- 3.2 Bidders must complete and submit with their Technical Bid: **TABLE B – Technical Point-Rated Criteria with a Minimum Pass Score**, a self-evaluation which must include a score for each criterion. The format of the table should be similar to the format shown herein. The evaluation team reserves the right to adjust the Bidder’s proposed score and ultimately assign the score for each criterion of the Technical Point-Rated Criteria with a Minimum Pass Score.
- 3.3 Substantiation of Compliance to Point-Rated Criteria with a Minimum Pass Score: Points will be assigned by the evaluation team based on the Bidder’ substantiation which must **clearly** demonstrate how each of the Technical Point-Rated criterion with a Minimum Pass Score is satisfied. Screen capture images or any other pertinent information for demonstrating compliance with each criterion must be provided with the Substantiation of Technical Compliance Form, where applicable.

Two point systems are used to rate the criteria and are indicated for each criterion:

- A - Points per feature**: a point per feature system where each independent feature is awarded a number of points (e.g., R1); and
- B - Incremental feature**: points are awarded to an incremental feature where this feature includes the previous features (e.g., R3).

Please note that there will be **zero points** awarded to bids that do not sufficiently demonstrate they can meet the features described in each criterion. Bidders are cautioned that evaluators may use, if required, the free trial access for the sole purpose of reviewing Bidder’s response in the column titled “Bidder Substantiation” .



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4. TECHNICAL POINT-RATED CRITERIA WITHOUT A MINIMUM PASS SCORE

4.1 Bidders should complete and submit with their Technical Bid: **TABLE C – Technical Point-Rated Criteria without a Minimum Pass Score**, a self-evaluation which should include a score for each criterion. The format of the table should be similar to the format shown herein. The evaluation team reserves the right to adjust the Bidder’s proposed score and ultimately assign the score for each criterion of the Technical Point-Rated Criteria without a Minimum Pass Score.

4.2 Substantiation of Compliance to Point-Rated Criteria without Minimum Pass Score: Points will be assigned by the evaluation team based on the Bidder’ substantiation which should **clearly** demonstrate how each of the Technical Point-Rated criterion without a Minimum Pass Score is satisfied. Screen capture images or any other pertinent information for demonstrating bidder’s score for each criterion should be provided (where applicable) with the Substantiation of Technical Compliance Form.

Two point systems are used to rate the criteria and are indicated for each criterion:

- A - Points per feature**: a point per feature system where each independent feature is awarded a number of points (e.g., R28); and
- B - Incremental feature**: points are awarded to an incremental feature where this feature includes the previous features (e.g., R27).

Please note that there will be **zero points** awarded to bids that do not sufficiently demonstrate they can meet the features described in each criterion. Bidders are cautioned that evaluators may use, if required, the free trial access for the sole purpose of reviewing Bidder’s response in the column titled “Bidder Substantiation”.

4.3 Below is a summary table indicating the Categories, Points and Minimum Pass Score associated with each Technical Rated Criterion:

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Category	Technical Point-Rated Criteria	Points	Minimum Pass Score Required
Format	R1	/35	10
Algorithm	R2	/60	20
Search Launch Page	R3; R4; R5; R6	/110	55
Searching	R7; R8; R9; R10; R11; R12; R13. R14	/216	130
Grouping	R15; R16; R17	/75	40
Filtering	R18; R19	/139	100
Viewing	R20	/38	20
Sorting	R21	/31	20
Export	R22	/20	10
Search History Documentation	R23	/25	14
Infographic Result Report	R24; R25	/77	40
Aligning Two Sequences	R26	/6	3
Data source	R27	/12	0
Retrieving Documents	R28	/10	0
Total:		/854	462

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**TABLE A – Technical Mandatory Criteria**

The BSDST must provide all of the following functionalities to comply with the Mandatory Technical Criteria.

Item No.	Statement of Requirement (SOR) Reference	Mandatory Requirement	Additional Bidder Substantiation Information	Bidder Substantiation
Database Requirements				
M1	Appendix A	The Bidder must grant access to the Biological Sequence Databases Search Tool (BSDST) for up to 150 Client Users inclusively.	The Bidder must certify that they meet this requirement.	
M2	Appendix A	The BSDST must be accessible by 50 Client Users simultaneously, and must operate in accordance with all the Technical Mandatory Requirements of the Statement of Requirement.	The Bidder must certify that they meet this requirement.	
Accessibility				
M3	Appendix A	The Bidder must grant access to the BSDST from anywhere via Internet from a Web browser type interface.	The Bidder must certify that they meet this requirement.	

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Item No.	Statement of Requirement (SOR) Reference	Mandatory Requirement	Additional Bidder Substantiation Information	Bidder Substantiation
M4	Appendix A	The Bidder must provide Client Users with individual account, including passwords and valid web link to access the BSDST from anywhere via Internet.	The Bidder must certify that they can meet this requirement	

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Item No.	Statement of Requirement (SOR) Reference	Mandatory Requirement	Additional Bidder Substantiation Information	Bidder Substantiation
M5	Appendix A	<p>The BSDST must meet the Minimum Service Level as detailed in (Article 5. Service Level of the SOR) and be operational with no more than twenty (20) hours of downtime per year between the hours of 7:00 to 20:00 Eastern Standard Time, Monday to Friday. The Bidder must ensure that scheduled maintenance is performed outside the hours of 7:00 to 20:00 Eastern Standard Time, Monday to Friday.</p>	<p>The Bidder must certify having an average of twenty (20) hours or less of downtime per civic year in 2019 and 2020 between the hours of 7:00 to 20:00 Eastern Standard Time, Monday to Friday. If the Bidder exceeds that 20 hours per year threshold, the Bidder must provide a log report with justification for each downtime that is over the 20 hours per year threshold. CIPO will determine, at its own discretion, if the Bidder's justification is reasonable and related to an unforeseeable external event outside the Bidder's control, to exclude a downtime period from being considered above the 20hrs/year threshold.</p>	

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Item No.	Statement of Requirement (SOR) Reference	Mandatory Requirement	Additional Bidder Substantiation Information	Bidder Substantiation
M6	Appendix A	The Bidder must provide access to online web support services with support documentation explaining the BSDST functionalities.	The Bidder must certify that they meet this requirement. The Bidder must provide their website address where web support services can be accessed. A link to access the support documentation is required as well as a screen capture demonstrating where and how the information is accessible online.	
M7	Appendix A	The Contractor must provide web support services in English through a website that must include, as a minimum, supporting tools (e.g., a fill-in request page, an email address) for reporting system outages and for general inquiries on system usage.	Bidder must provide a complete and detailed description of their client support services.	
<b>Training</b>				
M8	Appendix A	The Bidder must provide, upon request, online training, up to five (5) days during the Initial Contract Period. Training must be provided within thirty (30) days of contract award, unless mutually agreed by both parties, followed by an annual refresher of up to two (2) days.	The Bidder must certify that they meet this requirement.	

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Item No.	Statement of Requirement (SOR) Reference	Mandatory Requirement	Additional Bidder Substantiation Information	Bidder Substantiation
<b>Functional Requirements</b>				
<b>Data Source</b>				
<b>M9</b>	<b>Appendix A</b>	<p>The BSDST must provide access to global content database consisting of patent and non-patent international biological (gene and protein) sequences extracted from the following databases:</p> <ul style="list-style-type: none"> <li>i) Canadian Intellectual Property Office (CIPO);</li> <li>ii) World Intellectual Property Organization (WIPO);</li> <li>iii) United States Patent and TradeScore Office (USPTO);</li> <li>iv) European Patent Office (EPO);</li> <li>v) Japan Patent Office (JPO);</li> <li>vi) China National Intellectual Property Administration (CNIPA);</li> <li>vii) Korean Intellectual Property Office (KIPO);</li> <li>viii) GenBank;</li> <li>ix) European Molecular Biology Laboratory (EMBL), and</li> <li>x) DNA Data Bank of Japan (DDBJ).</li> </ul>	<p>The Bidder must provide a complete list of all the databanks that can be accessed by the BSDST to extract biological sequences. The Bidder must also provide a statement that the BSDST meets criterion M9.</p>	

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Item No.	Statement of Requirement (SOR) Reference	Mandatory Requirement	Additional Bidder Substantiation Information	Bidder Substantiation
M10	Appendix A	The BSDST must provide access to search for patent and non-patent international biological sequences extracted from all the databases listed under M9.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.	
Input Sequence Format				
M11	Appendix A	The BSDST must accept sequences in '.seq/ pep' file formats.	The Bidder must certify if their BSDST currently accepts sequences in '.seq/.pep' file formats. If this feature is not currently available, the Bidder must certify that this feature will be available by June 1st, 2022 at the latest.	



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Item No.	Statement of Requirement (SOR) Reference	Mandatory Requirement	Additional Bidder Substantiation Information	Bidder Substantiation
M12	Appendix A	The BSDST must allow to search input sequences in FASTA format.	The Bidder must certify that they meet this requirement.	
Algorithm				
M13	Appendix A	The BSDST must provide a Basic Local Alignment Search Tool (BLAST), a homology search based on local alignment.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.	
M14	Appendix A	The BSDST must provide a sequence similarity search based on global alignment that is by exact percentage identity over the length of the query or subject sequence or the shorter of the two.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.	
M15	Appendix A	The BSDST must provide a fragment search which does not introduce gaps in the query and subject matter.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.	

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Item No.	Statement of Requirement (SOR) Reference	Mandatory Requirement	Additional Bidder Substantiation Information	Bidder Substantiation
M16	Appendix A	The BSDST must allow for the user to specify percentage identity.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.	
M17	Appendix A	The BDST must allow for the user to specify a window length of consecutive residues.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.	
M18	Appendix A	The BSDST must provide a MOTIF search to allow the user to search small input sequences with variable position(s).	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.	
Searching				
M19	Appendix A	The BSDST must allow a user to conduct searches of the patent documentation using Graphical User Interface (GUI).	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.	

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Item No.	Statement of Requirement (SOR) Reference	Mandatory Requirement	Additional Bidder Substantiation Information	Bidder Substantiation
M20	Appendix A	The BSDST GUI must allow a user to conduct searches through menus and predetermined type of search fields.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.	
M21	Appendix A	The BSDST must allow user to conduct searches in both nucleotide and protein databases from a single search.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.	
M22	Appendix A	The BSDST must allow user to conduct searches for nucleic acid sequences with at least 10 defined nucleotides (not including 'n') and at least 4 specifically defined amino acids (not including 'X').	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.	

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Item No.	Statement of Requirement (SOR) Reference	Mandatory Requirement	Additional Bidder Substantiation Information	Bidder Substantiation
M23	Appendix A	<p>The BSDST must allow to group output sequences by:</p> <ul style="list-style-type: none"> <li>a. Input sequence(s), and</li> <li>b. Input sequence percentage identity.</li> </ul>	<p>The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.</p>	
M24	Appendix A	<p>The BSDST must allow to filter output sequences for:</p> <ul style="list-style-type: none"> <li>a. Publication date;</li> <li>b. Input sequence percentage identity, and</li> <li>c. Percentage alignment coverage.</li> </ul>	<p>The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.</p>	

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Item No.	Statement of Requirement (SOR) Reference	Mandatory Requirement	Additional Bidder Substantiation Information	Bidder Substantiation
M25	Appendix A	The BSDST must allow to process individual input sequences resulting in 5000 or more documents per search.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.	
Viewing				
M26	Appendix A	The BSDST must allow user to view input and output sequence alignment.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.	

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Item No.	Statement of Requirement (SOR) Reference	Mandatory Requirement	Additional Bidder Substantiation Information	Bidder Substantiation
M27	Appendix A	The BSDST must allow user to view output sequence annotation.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.	
Search History				
M28	Appendix A	The BSDST must provide a search history page which is a list of performed searches including date, file name, type of search and total number of results. The search history page must link to the search report with detailed result pages.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.	

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Item No.	Statement of Requirement (SOR) Reference	Mandatory Requirement	Additional Bidder Substantiation Information	Bidder Substantiation
<b>Search Report</b>				
<b>M29</b>	<b>Appendix A</b>	<p>The BSDST must provide a search report for each search which is a summary of performed searches and must include:</p> <ul style="list-style-type: none"> <li>i) date of the search;</li> <li>ii) file name;</li> <li>iii) input sequence(s);</li> <li>iv) databases searched;</li> <li>v) filters applied;</li> <li>vi) algorithm used;</li> <li>vii) percent identity cut off;</li> <li>viii) total number of hits;</li> <li>ix) number of hits where input sequence is identical to output sequences;</li> <li>x) earliest publication date of output sequences, and</li> <li>xi) other search parameters.</li> </ul>	<p>The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.</p>	

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Item No.	Statement of Requirement (SOR) Reference	Mandatory Requirement	Additional Bidder Substantiation Information	Bidder Substantiation
Downloading Documents				
M30	Appendix A	The BSDST must allow to download Portable Document Format (PDF) versions of the Original Patent Documents for a majority of the available PDF documents at a minimum resolution of 300 dpi.	The Bidder must certify that they meet this requirement.	
Performance and Reliability				
M31	Appendix A	The Bidder must have a BSDST that is commercially available off-the-shelf, fully operational and on the market for a consecutive period of two years.	The Bidder must certify that they meet this requirement by providing a report to demonstrate that the BSDST is commercially available, operational and has been on the market for a consecutive period of two years prior to bid closing date. The report must include a log registry (that could be anonymized) validating the current commercial use of the BSDST.	



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Item No.	Statement of Requirement (SOR) Reference	Mandatory Requirement	Additional Bidder Substantiation Information	Bidder Substantiation
M32	Appendix A	The Bidder must maintain the BSDST with the most current data on a regular basis. Data must be updated at least once within a maximum of a two week period.	The Bidder must certify that they meet this requirement.	
Supported Browsers				
M33	Appendix A	<p>The BSDST must be accessible using at least one or more of the following web browsers:</p> <ol style="list-style-type: none"> <li>1) Firefox</li> <li>2) Google Chrome</li> <li>3) Microsoft Edge</li> </ol>	The Bidder must certify that they meet this requirement.	

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**TABLE B – Technical Point-Rated Criteria with Minimum Pass Score**

The BSDST must have the functionalities described in each criterion to meet the Minimum Pass Score of the Technical Point-Rated Criteria.

*[Note to Bidders: Please note that **Technical Point-Rated Criterion for which full points are awarded, will become [Technical Mandatory Requirement at Contract Award.](#)**]*

Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
Format							
MINIMUM PASS SCORE = 10/35							
R1	Appendix B	The BSDST provides the ability to accept multiple nucleic acid and amino acid sequence formats.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		0 pts- None of the functionalities beyond the ones listed under mandatory requirements M11 and M12 are available.  <b>Feature 1:</b> 0 or 10 points The BSDST provides means to search sequences in WIPO Standard ST.26 XML formatted file. The tool should be able to accept input sequences in ST.26 XML format comprising mixed protein and DNA sequences and subsequently split them into amino acid and nucleotide sequences and launch both searches.		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p><b>Feature 2:</b> 0 or 10 points The BSDST provides a Format conversion tool with ability to convert XML format sequence listing into a FASTA format.</p> <p><b>Feature 3:</b> 0 or 5 points The BSDST provides the ability to accept the GenBank sequence format.</p> <p><b>Feature 4:</b> 0 or 5 points The BSDST provides the ability to accept the EMBL format.</p> <p><b>Feature 5:</b> 0 or 5 points The BSDST provides the ability to accept a Raw sequence format.</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
Algorithm							
MINIMUM PASS SCORE = 20/60							
R2	Appendix B	The BSDST provides multiple algorithms for searching nucleic acid and amino acid sequences.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p><b>Feature 1:</b> 0 or 5 points</p> <p>The BSDST provides an algorithm that allows the search of both nucleic acid and protein sequences simultaneously wherein if an amino acid sequence is submitted, all 6 reading frames of the nucleotide are automatically searched against the DNA database for hits and vice versa for a DNA sequence as a starting point in the search.</p> <p><b>Feature 2:</b> 0 or 5 points</p> <p>The BSDST provides an algorithm that allows the ability to launch a similarity search based on global alignment by the number of mismatches between the query and the subject sequence (e.g., with up to 5 mismatches from the query sequence).</p> <p><b>Feature 3:</b> 0 or 20 points</p> <p>The BSDST provides an algorithm which is capable of performing an antibody search which provides inputs for CDR regions and heavy and light chain variable regions</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p>including all of the 3 following abilities:</p> <ol style="list-style-type: none"> <li>the CDRs are run with a gapless algorithm wherein hits with insertions and deletions will not be returned;</li> <li>heavy and light chains can be searched with BLAST or by a global alignment algorithm, and results can be sorted by hits to individual CDRs and variable regions and will also display hits containing all of the searched regions and various combinations thereof.</li> <li></li> </ol> <p><b>Feature 4:</b> 0 or 20 points The BSDST provides an algorithm having the capability of performing a search on greater than 500 unique queries in a single search.</p> <p><b>Feature 5:</b> 0 or 10 points The BSDST provides a custom algorithm.</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
Search Launch Page							
MINIMUM PASS SCORE = 55/110							
R3	Appendix B	The BSDST provides feature accessible via one click on the home page to launch different searches.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p><b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to launch a nucleotide sequence and an amino acid sequence search by clicking on a button or opening a pop-up menu on the main home page.</p> <p><b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to launch a keyword search that searches text keywords in the database(s) by clicking on a button or opening a pop-up menu on the main home page.</p> <p><b>Feature 3:</b> 0 or 5 points The BSDST provides the ability to launch an alignment of two sequences by clicking on a button or opening a pop-up menu on the main homepage.</p>	<p><b>Feature 4:</b> 0 or 15 points Includes feature 1, 2 and 3 plus the ability to enter six Complementarity Determining Regions (CDRs) and two variable regions of an antibody sequence by clicking on a button or opening a pop-up menu on the main home page.</p>	

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
<b>R4</b>	<b>Appendix B</b>	The BSDST provides the ability to name a search.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p><b>Feature 1:</b> 0 or 2 points The BSDST provides the ability of the tool to automatically name a search.</p>	<p><b>Feature 2:</b> 0 or 2 points Includes feature 1 plus further provides ability to allow the user to name a search.</p> <p><b>Feature 3:</b> 0 or 4 points Includes feature 1 and 2 plus further provides ability to use special characters in the search name.</p> <p><b>Feature 4:</b> 0 or 2 points Includes feature 1,2 and 3 plus further provides ability to use more than 20 characters in the search name.</p> <p><b>Feature 5:</b> 0 or 5 points Includes all features (1 to 4 inclusively) plus further provides ability to retrieve a particular search by searching for its name after the search has been performed.</p>	

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
<b>R5</b>	<b>Appendix B</b>	The BSDST provides the ability to transfer a query from sequence listing(s) in a search input window.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p><b>Feature 1:</b> 0 or 5 points The BSDST allows the user to copy and paste from a sequence listing.</p> <p><b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to import the most recent sequence listing directly from the online Canadian Patent Database.</p>		
<b>R6</b>	<b>Appendix B</b>	The BSDST provides the ability to launch: 1) BLAST 2) a global similarity search 3) fragment search 4) MOTIF search 5) antibody search	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p>The BSDST provides feature accessible via one click on the homepage to launch searches including:</p> <p><b>Feature 1:</b> 0 or 5 points The BSDST provides a Basic Local Alignment Search Tool (BLAST) search.</p> <p><b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to perform a similarity search based on global alignment by exact percentage identity over the length of the query or subject sequence or shorter of the two.</p>		



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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p><b>Feature 3:</b> 0 or 5 points The BSDST provides the ability to perform a fragment search which allows the user to specify percentage identity and a window length of consecutive residues.</p> <p><b>Feature 4:</b> 0 or 10 points The BSDST provides the ability to perform a MOTIF search which allows the user to search small input sequences with variable position(s).</p> <p><b>Feature 5:</b> 0 or 15 points The BSDST provides the ability to search for insertion and deletion at specified location(s).</p> <p><b>Feature 6:</b> 0 or 15 points The BSDST provides the ability to enter CDR and antibody chain search where the CDRs are run with a gapless algorithm in which hits with insertions and deletions will not be returned. Additionally, heavy and light chains can be searched with BLAST or by a global alignment algorithm.</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
Searching					MINIMUM PASS SCORE = 130/216		
R7	Appendix B	The BSDST provides the ability to search a total number of input sequences in a given input window.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to input 100-200 input query sequences in a single search window.  <b>Feature 2:</b> 0 or 10 points The BSDST provides the ability to input more than 200 input query sequences in a single search window.		
R8	Appendix B	The BSDST provides other search features.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to save search parameters as a template.  <b>Feature 2:</b> 0 or 5 points The BSDST allows for use of artificial intelligence (AI) by providing the ability to use claims as input, i.e., the tool reads the claims, extracts the sequence information and then searches the sequences with AI.		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale	
					A- Points per feature	B- Incremental feature
R9	Appendix B	The BSDST provides the ability to search antibody Complementarity Determining Regions (CDRs) and heavy and light chain variable regions.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p><b>Feature 1:</b> 0 or 10 points The BSDST provides the ability to input up to six Complementarity Determining Regions (CDRs) of an antibody in a single search.</p> <p><b>Feature 2:</b> 0 or 10 points The BSDST provides the ability to input the number of mismatches allowed in each CDR region.</p> <p><b>Feature 3:</b> 0 or 10 points The BSDST provides the ability for gapless algorithm to search CDR regions wherein hits with insertions and deletions will not be returned.</p> <p><b>Feature 4:</b> 0 or 10 points The BSDST provides the ability to input the light chain and heavy chain variable regions of an antibody.</p> <p><b>Feature 5:</b> 0 or 5 points The BSDST provides the ability to search heavy and light chain variable regions with a global alignment algorithm that allows the input of percent identity over each chain sequence.</p>	

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p><b>Feature 6:</b> 0 or 5 points The BSDST provides the ability to search heavy and light chain variable regions with a BLAST algorithm that allows the input of the minimum size of an exact match and E-value cut-off.</p> <p><b>Feature 7:</b> 0 or 10 points The BSDST provides the ability to display the hits for each CDR region and variable region.</p>		
<b>R10</b>	<b>Appendix B</b>	The BSDST provides a BLAST search feature with the ability to modify search parameters.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p><b>Feature 1:</b> 0 or 5 points The BSDST provides a search feature that allows the input of the minimum size of an exact match between two sequences before BLAST attempts to extend alignment.</p> <p><b>Feature 2:</b> 0 or 5 points The BSDST provides a search feature that allows the input of the E-value cut-off.</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p><b>Feature 3:</b> 0 or 5 points The BSDST provides a search feature that allows the input of a scoring matrix to determine what penalty scores to assign to certain mismatches or gaps.</p> <p><b>Feature 4:</b> 0 or 5 points The BSDST provides a search feature that allows user to input the number of results per query input sequence.</p>		
<b>R11</b>	<b>Appendix B</b>	The BSDST provides the ability to relaunch a search.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p><b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to relaunch a search with exactly the same parameters as used for the original search by clicking on a refresh button.</p> <p><b>Feature 2:</b> 0 or 7 points The BSDST provides the ability to relaunch a search with the ability to change one parameter prior to relaunching the search.</p> <p><b>Feature 3:</b> 0 or 10 points The BSDST provides the capability to relaunch a search with the ability to change more than one parameter prior to relaunching the search.</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
R12	Appendix B	The BSDST provides the ability to create and search a subset of the databases.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to search a user generated database.		
R13	Appendix B	The BSDST provides the ability to search by text keywords.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to search by keywords in a patent title, abstract, claims and the bibliographic information associated with the sequences.  <b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to search by keywords in full text for Canadian Patent Database documents.  <b>Feature 3:</b> 0 or 10 points The BSDST provides the ability to search publication date as a keyword search in patent document and in nonpatent literature databases such as PUBMED.  <b>Feature 4:</b> 0 or 5 points The BSDST provides the ability to search by accession number as a keyword.		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p><b>Feature 5:</b> 0 or 10 points The BSDST provides the ability to browse selected documents and sequences following a text keyword search by the click of a button.</p> <p><b>Feature 6:</b> 0 or 5 points The BSDST provides the ability to use a "wild card" term "*" in the keyword searching function to find words that begin with a specific term but can have a variety of ending.</p> <p><b>Feature 7:</b> 0 or 10 points The BSDST provides the ability to perform Boolean searches in the keyword search window.</p>		
<b>R14</b>	<b>Appendix B</b>	The BSDST provides the ability to search a specific nucleotide sequence with modifications and a specific amino acid sequence with modifications.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p><b>Feature 1:</b> Up to 7 points The BSDST provides the ability to search patterns or locations on a nucleotide sequence for methylation, acetylation, ubiquitylation, phosphorylation, SUMOylation, ribosylation and citrullination (1 point for each modification up to 7 points).</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p><b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to search for cyclic amino acid sequences wherein the N- and C-terminal residues are covalently bound.</p> <p><b>Feature 3:</b> 0 or 10 points The BSDST provides the ability to search unusual amino acids not covered by the twenty standard amino acids such as norleucine, selenocysteine, pyrrolysine, dehydroalanine, lanthionine, isovaline, sarcosine, norvaline, homonorleucine. e.g., GVRKAGVRN(Nle)FKSESY</p> <p><b>Feature 4:</b> 0 or 2 points The BSDST provides the ability to search locations of chemical links within a peptide, such as disulphide bonds or bridges.</p> <p><b>Feature 5:</b> 0 or 2 points The BSDST provides the ability to search locations for glycosylation and lipidation.</p>		



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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p><b>Feature 6:</b> 0 or 2 points The BSDST provides the ability to search for phosphorylation sites in an amino acid sequence.</p> <p><b>Feature 7:</b> Up to 2 points The BSDST provides the ability to search for biotinylation and SUMOylation patterns or locations in an amino acid sequence (1 point for biotinylation and 1 point for SUMOylation patterns or locations).</p> <p><b>Feature 8:</b> 0 or 2 points The BSDST provides the ability to search for proteolytic cleavage locations in an amino acid sequence.</p> <p><b>Feature 9:</b> 0 or 2 points The BSDST provides the ability to search for locations for protein splicing specifically the self-catalytic removal of inteins.</p>		

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					A- Points per feature	B- Incremental feature	
Grouping							
MINIMUM PASS SCORE = 40/75							
R15	Appendix B	The BSDST provides the ability to group search results following the completion of a search.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p><b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to group search results by alignment to the same output sequence.</p> <p><b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to group search results by alignment length.</p> <p><b>Feature 3:</b> 0 or 15 points The BSDST provides the ability to group search results by alignment percent identity.</p> <p><b>Feature 4:</b> 0 or 5 points The BSDST provides the ability to group search results by patent or application number.</p> <p><b>Feature 5:</b> Up to 3 points The BSDST provides the ability to group search results by: 1. patent authority (1 point) 2. patent assignee (1 point) 3. patent inventor (1 point)</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p><b>Feature 6:</b> 0 or 5 points The BSDST provides the ability to group search results by the publication date, filing dates and earliest priority date.</p> <p><b>Feature 7:</b> 0 or 5 points The BSDST provides the ability to group search results by keywords found in the subject sequence annotation.</p>		
<b>R16</b>	<b>Appendix B</b>	The BSDST allows for search result records to be grouped as a patent family and displayed by a representative family member.	<p>The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.</p> <p>Note: A family is defined as a collection of published patent documents relating to the same invention that are published at different times in the same country or published in different countries or regions.</p>		<p><b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to group search results by patent family (merge all sequences within the same family).</p> <p><b>Feature 2:</b> 0 or 2 points The BSDST provides the ability to configure representative family member for viewing family groupings.</p> <p><b>Feature 3:</b> 0 or 10 points The BSDST provides the ability for providing each patent family with a simple unique family sequence ID number that allows for grouping patents of the same family.</p>		

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					A- Points per feature	B- Incremental feature	
R17	Appendix B	The BSDST provides the ability of grouping search results according to multiple criteria.	<p>The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.</p> <p>Example regarding feature 1:</p> <ul style="list-style-type: none"> <li>The BSDST provides the ability to group search results by the patent numbers and then group said patent results by the alignment percent identities of the global alignments;</li> <li>The BSDST provides the ability to group said search results by the patent, and</li> <li>Families then by patent numbers and then group said patent results by the alignment percent identities of the global alignments.</li> </ul>		<p><b>Feature 1:</b> 0 or 10 points The BSDST provides the ability to apply multiple grouping criteria at the same time.</p> <p><b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to save search result grouping preference(s) and use it to analyze subsequent or previous searches.</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
Filtering							
MINIMUM PASS SCORE = 100/139							
R18	Appendix B	The BSDST provides the ability to perform filtering on a set of documents.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p><b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to save specific filter options and use in subsequent searches.</p> <p><b>Feature 2:</b> 0 or 10 points The BSDST provides the ability to filter by patent authority or accession number.</p> <p><b>Feature 3:</b> 0 or 10 points The BSDST provides the ability to filter by accession number or patent SEQ ID NO.</p> <p><b>Feature 4:</b> 0 or 10 points The BSDST provides the ability to filter by application or patent number.</p> <p><b>Feature 5:</b> 0 or 10 points The BSDST provides the ability to filter by alignment percentage.</p> <p><b>Feature 6:</b> 0 or 10 points The BSDST provides the ability to filter by alignment length of the subject and by the query.</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p><b>Feature 7:</b> 0 or 10 points The BSDST provides the ability to filter by:</p> <ol style="list-style-type: none"> <li>1. text keywords present in title</li> <li>2. abstract, and</li> <li>3. claims of patent documents.</li> </ol> <p><b>Feature 8:</b> 0 or 10 points The BSDST provides the ability to filter by sequence length and molecule type.</p> <p><b>Feature 9:</b> 0 or 2 points The BSDST provides the ability to filter for no insertion, no deletion, no replacement in specified region(s) of the input sequence.</p> <p><b>Feature 10:</b> 0 or 2 points The BSDST provides the ability to filter by organism.</p> <p><b>Feature 11:</b> 0 or 2 points The BSDST provides the ability to filter by patent classifications including IPC and CPC.</p> <p><b>Feature 12:</b> 0 or 2 points The BSDST provides the ability to filter by patent assignee or inventor or reference author.</p>		

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					A- Points per feature	B- Incremental feature
					<b>Feature 13:</b> 0 or 2 points The BSDST provides the ability to filter by the number of gaps in the output and input sequence.	
<b>R19</b>	<b>Appendix B</b>	The BSDST provides the ability to filter the search results for specific insertions and deletions	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<b>Feature 1:</b> 0 or 10 points The BSDST provides the ability to filter the results for a specific amino acid or a specific nucleic acid at a specific location.  <b>Feature 2:</b> 0 or 10 points The BSDST provides the ability to filter the results for an insertion, and deletion or replacement at a specific amino acid or a specific nucleic acid location.  <b>Feature 3:</b> 0 or 10 points The BSDST provides the ability to filter the results for multiple replacements at multiple locations or searching for multiple changes to the sequence at multiple locations simultaneously.	
					<b>Feature 4:</b> 0 or 10 points The BSDST provides the ability to filter the results of the insertions or deletions based on the length of said insertions or deletions.	

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p><b>Feature 5:</b> 0 or 10 points The BSDST provides the ability to apply more than one filter by applying a combination of the same or different Boolean operators ("AND", "OR", and "NOT"), thus affecting the way the filters are combined.</p> <p><b>Feature 6:</b> 0 or 2 points The BSDST provides the ability for each filter to be annotated by a specific colour when viewing the results after the filter is applied.</p> <p><b>Feature 7:</b> 0 or 2 points The BSDST provides the ability to view results obtained after a filter is applied by rating system that can be subsequently searched.</p>		
Viewing							
MINIMUM PASS SCORE= 20/38							
R20	Appendix B	The BSDST provides ability to display search results by user preferences.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p><b>Feature 1:</b> 0 or 2 points The BSDST provides the ability to view only selected search results.</p> <p><b>Feature 2:</b> 0 or 2 points The BSDST provides the ability to view result by family.</p>		



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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p><b>Feature 3:</b> 0 or 2 points The BSDST provides the ability for the User to define the column view.</p> <p><b>Feature 4:</b> 0 or 2 points The BSDST provides the ability to save the preferred column view from session to session without the need for the user to reconfigure them once set.</p> <p><b>Feature 5:</b> 0 or 10 points The BSDST provides the ability for the user to view sequence alignment.</p> <p><b>Feature 6:</b> 0 or 10 points The BSDST provides the ability for the user to view subject and query sequences.</p> <p><b>Feature 7:</b> 0 or 10 points The BSDST provides the ability for the user to view subject sequence annotation.</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
MINIMUM PASS SCORE = 20/31							
Sorting							
R21	Appendix B	The BSDST allows for sorting of search results according to user needs and preferences.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p><b>Feature 1:</b> 0 or 1 points The BSDST provides the ability to sort by database.</p> <p><b>Feature 2:</b> 0 or 1 points The BSDST provides the ability to sort by application and patent number.</p> <p><b>Feature 3:</b> 0 or 1 points The BSDST provides the ability to sort by sequence identifier (accession number or SEQ ID NO).</p> <p><b>Feature 4:</b> 0 or 1 points The BSDST provides the ability to sort by molecule type.</p> <p><b>Feature 5:</b> 0 or 5 points The BSDST provides the ability to sort the search results in ascending or descending order of input sequence percentage identity and output sequence percentage identity.</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p><b>Feature 6:</b> 0 or 5 points The BSDST provides the ability to sort the search results in ascending or descending order of alignment length and alignment percentage identity.</p> <p><b>Feature 7:</b> 0 or 5 points The BSDST provides the ability to sort the search results by the publication date, filing date and earliest priority date.</p> <p><b>Feature 8:</b> 0 or 5 points The BSDST provides the ability to sort by the patent family ID.</p> <p><b>Feature 9:</b> 0 or 5 points The BSDST provides the ability to sort the patent numbers numerically or alphabetically.</p> <p><b>Feature 10:</b> 0 or 2 points The BSDST provides the ability to apply multiple sorting filters.</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
Export							
MINIMUM PASS SCORE = 10/20							
R22	Appendix B	The BSDST allows export of search documentation.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p><b>Feature 1:</b> 0 or 2 points The BSDST allows to export a family report in a word, HTML or Excel format for output sequences in a search result.</p> <p><b>Feature 2:</b> 0 or 2 points The BSDST allows to export results for additional searching or analysis to other platforms.</p> <p><b>Feature 3:</b> 0 or 2 points The BSDST allows to extract and export query input sequence and subject sequences.</p> <p><b>Feature 4:</b> 0 or 2 points The BSDST allows to export sequences in format of choice (e.g., FASTA, EMBL).</p> <p><b>Feature 5:</b> 0 or 2 points The BSDST allows to export the search results in HMTL or rich text format via copy and paste.</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<b>Feature 6:</b> 0 or 10 points The BSDST allows to export search documentation in an Excel format.		
Search History Documentation							
MINIMUM PASS SCORE = 14/25							
<b>R23</b>	<b>Appendix B</b>	The BSDST provides the ability to save, organize and share search results.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p><b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to save biological sequence search results automatically on the tool server.</p> <p><b>Feature 2:</b> 0 or 2 points The BSDST provides the ability to organize and save search results in projects/folders/subfolders.</p> <p><b>Feature 3:</b> 0 or 2 points The BSDST provides a clickable link on the homepage or a pop-up menu to access the projects/folders.</p> <p><b>Feature 4:</b> 0 or 2 points The BSDST provides the ability to search for files within a folder.</p> <p><b>Feature 5:</b> 0 or 2 points The BSDST provides the ability to notify the searcher when a search is complete.</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p><b>Feature 6:</b> 0 or 2 points The BSDST provides the ability to delete one or more search results at once by selecting and deleting.</p> <p><b>Feature 7:</b> 0 or 5 points The BSDST provides the ability to set-up alerts on searches that have previously run. The alert set-up automatically relaunches the search when one of the subject databases is updated.</p> <p><b>Feature 8:</b> 0 or 5 points User selectable details of search results are selectable for presentation to other users, either through an email interface, or within the application.</p>		
Infographic Result Report							
<b>R24</b>	<b>Appendix B</b>	The BSDST provides the ability to generate an infographic result report on site specific sequence changes.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<b>Feature 1:</b> 0 or 10 points The BSDST provides the ability to generate a report listing all the variations found at specific location(s) corresponding to the input sequence.		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p><b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to generate a report of each and every variation at specific locations and lists how many times that variation appears at said locations. For example: A16T (appears 3 times) or R567P (appears 9 times).</p> <p><b>Feature 3:</b> 0 or 5 points The BSDST provides the ability to generate a report with colour coding the variations based on number of variations at a specific location.</p> <p><b>Feature 4:</b> 0 or 5 points The BSDST provides the ability to generate a report with colour coding the variations based on type of variations found at a specific location, e.g., conservative changes or non-conservative changes.</p> <p><b>Feature 5:</b> 0 or 5 points The BSDST provides the ability to generate a report with colour coding based on hydrophobic or hydrophilic changes of amino acids at a specific site.</p>		

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<b>Feature 6:</b> 0 or 5 points The BSDST provides the ability to generate a report with colour coding mismatched nucleotides.		
<b>R25</b>	<b>Appendix B</b>	The BSDST provides the ability to generate an infographic result reporting system.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.  Example for feature 5: 200 documents were retrieved that had at least one hit to either CDR1, CDR2 or CDR3 while only 27 documents contained both CDR1 and CDR3; the clickable link would take the user directly to a list of said 27 documents.		<b>Feature 1:</b> 0 or 2 points The BSDST provides the ability to generate an infographic search report with the following browsing capability (2 pts if all 3 following abilities exist): 1. a clickable link that takes the user to only those subject documents that hit the query input sequence; 2. ability to link to total number of hits to patent and non-patent documents, and 3. ability to download query input sequences.  <b>Feature 2:</b> 0 or 10 points The BSDST provides the ability to generate a VENN diagram showing the number of subject sequences from patent documents that match the input query sequences and the overlapping subject sequences.		



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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
					<p><b>Feature 3:</b> 0 or 10 points The BSDST provides the ability to generate a VENN diagram showing the overlap between subject sequences from patent documents with more than one CDR region and the variable regions of an antibody.</p> <p><b>Feature 4:</b> 0 or 10 points The BSDST provides the ability to sort results by CDRs and variable regions, and will also display matches containing all of the searched regions and various combinations thereof.</p>	<p><b>Feature 5:</b> 0 or 10 points In addition to the above features (1 to 4 inclusively), the VENN diagram also provides a clickable link that takes the user to only those patents or non-patent literature documents that contain selected overlapping regions.</p>	
Aligning Two Sequences							
MINIMUM PASS SCORE = 3/6							
R26	Appendix B	The BSDST provides the ability to align sequences.	<p>The BSDST provides the ability to launch direct alignment between two sequences.</p> <p>The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.</p>		<p><b>Feature 1:</b> 0 or 3 points The BSDST provides the ability to align two sequences with BLAST algorithm.</p> <p><b>Feature 2:</b> 0 or 3 points The BSDST provides the ability to align sequences with Smith-Waterman algorithm.</p>		

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**TABLE C- Technical Point-Rated Criteria without a Minimum Pass Score**

The BSDST should meet the functionalities of the Technical Point-Rated Criteria without a Minimum Pass Score.

*[Note to Bidders: Please note that Technical Point-Rated Criteria for which full points are awarded, will become Technical Mandatory Requirement at Contract Award.]*

Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
Data Source							
MINIMUM PASS SCORE = 0/12							
R27	Appendix C	The BSDST provides the ability to search patent and International biological sequence databases.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<b>Feature 1:</b> 0 up to 3 points Coverage of the databases from the Brazilian, Russian, and Indian Patent Offices (1 point per office).  <b>Feature 2:</b> 0 up to 4 points Coverage of biological sequence databases including RefSeq, ENSEMBL, Swiss-Prot and GenPept (1 point per database).	<b>Feature 3:</b> 0 or 5 points The BSDST provides the ability to select one or multiple databases simultaneously listed under feature 1 and feature 2 above in combination with the ones listed in M9.	

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Item No.	SOR Reference	Rated Requirement	Additional Bidder Substantiation Information	Bidder Substantiation	Point Scale		Point Score
					A- Points per feature	B- Incremental feature	
Retrieving Documents							
MINIMUM PASS SCORE = 0/10							
R28	Appendix C	The BSDST provides the ability to retrieve documents.	The Bidder must provide a statement and screen capture demonstrating each functionality in support of their claims.		<p><b>Feature 1:</b> 0 or 5 points The BSDST provides the ability to retrieve patent and public documents that matches the keywords by using clickable links.</p> <p><b>Feature 2:</b> 0 or 5 points The BSDST provides the ability to retrieve patent and public documents that comprise the subject sequence matched by using clickable links.</p>		