

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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau**  
**Quebec**  
**K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> RFP FOR SCIENTIFIC DATABASE	
<b>Solicitation No. - N° de l'invitation</b> FP838-130010/A	<b>Date</b> 2013-09-16
<b>Client Reference No. - N° de référence du client</b> FP838-130010	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PI-012-63493	
<b>File No. - N° de dossier</b> pi012.FP838-130010	<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> <b>on - le 2013-10-07</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<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> Picco(pi div.), Robert	<b>Buyer Id - Id de l'acheteur</b> pi012
<b>Telephone No. - N° de téléphone</b> (819) 956-9564 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5454
<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**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

**Information Products/Produits d'information**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage, Phase III, 6B3**  
**Gatineau**  
**Quebec**  
**K1A 0S5**

<b>Delivery Required - Livraison exigée</b> See Herein	<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>          <b>Signature</b>          <b>Date</b>	

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

### PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

### PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

### PART 5 - CERTIFICATIONS

1. Mandatory - Certifications Required Precedent to Contract Award
2. Additional - Certifications Precedent to Contract Award

### PART 6- RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Authorities
5. Payment
6. Invoicing Instructions
7. Certifications
8. Applicable Laws
9. Priority of Documents
10. Insurance Requirements

#### List of Annexes:

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Canada's Online Information Products Terms and Conditions
Annex D	Bid Evaluation Criteria

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

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

The Annexes include, the Statement of Work, the Basis of Payment, Canada's Online Information Products Terms and Conditions, and the Bid Evaluation Criteria.

### **2. Summary**

The objective of this requirement is to acquire a subscription that provides access to an online scientific, technical and medical database that provides DFO researchers, scientists and other users with quick, powerful access to bibliographic and citation information they need to find research data and analyze trends in peer-reviewed and open access journals.

The Fisheries and Oceans Canada libraries support the Department's mission and mandate to advance sustainable aquatic ecosystems and support safe, secure and accessible Canadian waterways through the timely access to published information. DFO library staff provides comprehensive and cost effective technologies and online information resources to their Departmental clients. DFO has approximately 1,788 personnel engaged in science and technological activities in 2013/2014.

The solicitation is intended to result in the award of 1 (one) contract for 1 (one) year, and up to 3 (three) irrevocable one-year options allowing Canada to extend the term of the Contract.

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

Pursuant to section 01 of Standard Instructions 2004, Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

### **3. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SAC) Manual issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

Subsection 17 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, Canada reserves the following rights:

Although bids should be properly signed when submitted at bid closing, for this bid solicitation, if Canada determines that the Bidder has not signed the bid as required, Canada will provide the Bidder with an opportunity to submit a proper signature page. Bidders can sign their bids by copying the front page of this bid solicitation, signing it, and submitting it as part of their bid or by including a signature page in a prominent location in their bids.

### 2. Submission of Bids

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

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

### 3. Enquiries - Bid Solicitation

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.

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.

#### 4. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

### PART 3 - BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (with no reference to price) (4 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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

To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, criteria their already Canada requests that bidders address and present topics in the order of the evaluation under the same headings. To avoid duplication, bidders may refer to different sections of bids by identifying the specific paragraph and page number where the subject topic has been addressed.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 1.1 Technical Evaluation

##### (a) Mandatory Technical Criteria

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

#### 1.2 Financial Evaluation

Bidders must submit their financial bid in accordance with Annex B. The total amount of Applicable Taxes must be shown separately.

### 2. Basis of Selection

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory technical evaluation criteria; and
- (c) Proposals not meeting a) and b) above will be given no further consideration.
- (d) A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

#### 2.1 Consideration of Additional Terms included in Top-Ranked Bid (following financial evaluation)

Acceptance of all the terms and conditions contained in Part 6 - Resulting Contract Clauses (including those relating to licensing and those incorporated by reference) is a mandatory requirement of this bid solicitation.

However, Bidders may, as part of their bid, submit additional terms. Whether or not those terms will be included in any resulting contract (as an Annex in accordance with the Article entitled "Priority of Documents" in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional terms are acceptable to Canada is a matter solely within the discretion of Canada.

The process is as follows:

Bids may include additional terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a publisher's full standard license terms;

---

In cases where the Bidder has submitted a publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the terms that the Bidder would like Canada to consider;

Canada will review the additional terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;

If Canada determines that any proposed term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;

If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-responsive and be disqualified; Canada may then proceed to the next-ranked bid; and

If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.

For greater certainty and to ensure that only additional terms that have been approved by both parties are incorporated into any resulting contract, unless the additional terms proposed by the Bidder are included as a separate annex to the Contract and initialed by both parties, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions were included in the bid will not result in those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.



## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Mandatory - Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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

The Bidder must provide the Contracting Authority with a completed annex 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.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

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

**At Contract Award the following clause will be filled in and will apply:**

- 1.1 \_\_\_\_\_ (the "Contractor") agrees to provide a one (1) year Subscription to \_\_\_\_\_ (the "Information Products"), for \_\_\_\_\_ (the "Authorized User(s)") at the price(s)/rate(s) set out in Annex B - Basis of Payment, subject to all terms and conditions contained or referenced herein.

The licensee under the Contract is Her Majesty the Queen in right of Canada, acting through and represented by the Minister of Public Works and Government Services. The Client is merely the \_\_\_\_\_ user.

### 2. Standard Clauses and Conditions

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

#### 2.1 General Conditions

2030 (2013-06-27), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract, as modified below.

Delete 2030 (26) Liability.

### 3. Term of Contract

#### 3.1 Period of the Contract

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

#### 3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 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.

---

#### 4. Authorities

##### 4.1 Contracting Authority

The Contracting Authority for this Contract is:

Name: Rob Picco

Title: Supply Team Leader

Public Works and Government Services Canada

Acquisitions Branch

Commercial and Consumer Products Directorate

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

Telephone: (819) 956-9564

Facsimile: (819) 956-5454

E-mail: robert.picco@tpsgc-pwgsc.gc.ca

The Contracting Authority must receive a copy of the Invoice for Canada's record and to ensure the Invoice is in accordance with the Contract prior to payment by the Client. The Contracting Authorities name and contact information is not to be put on the Invoice. The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### 4.2 Project Authority (to be identified in any resulting contract)

The Project Authority for the Contract is:

Name:

Title:

Address:

Tel. Number:

Fax Number:

E-mail:

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

#### 4.3 Contractor's Representative (to be identified in any resulting contract)

The Contractor's Representative is:

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

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

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

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

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

### 5. Payment

#### 5.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties and Shipping are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### 5.2 Option - Renew Annual Subscription

Subject to the exercising of the Contract option described in Sub-article 3.2, the Contractor shall be paid, in USD dollars, in accordance with Article 5 of this Contract and as detailed in Annex B - Table 2, for each additional option year to renew the Annual Subscription, payable upon the anniversary of the renewal start date for the subject one-year option period, following submission of a valid invoice, delivered at destination. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### 5.3 Single Payment

a) Canada will pay the Contractor upon completion and delivery of the Work 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;
- iii. the Work delivered has been accepted by Canada.

### 6. Invoicing Instructions

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

- (a) The Government of Canada Contract Number shown on the front page of the Contract must be identified in the Invoice.
- (b) The Contract Period must be identified in the Invoice.
- (c) The Contracting Authority must not be referenced in the Invoice. The Contracting authority merely requires a copy of the Invoice.
- (d) Invoices must be distributed as follows:

- i. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment;
- ii. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7. Certifications

### 7.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation, 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.

### 7.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-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 HRSDC will constitute the Contractor in default as per the terms of the Contract.

## 8. Applicable Laws

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

## 9. Priority of Documents

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

- (a) Articles of Agreement;
- (b) The General Conditions 2030 (2013-06-27), as modified herein;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Canada's Online Information Products Terms and Conditions;
- (f) the Contractor's bid dated (to be determined at the time of contract award).

## 10. Insurance Requirements

SACC Manual clause G1005C (2008-05-12) Insurance

## ANNEX A STATEMENT OF WORK

### 1.0 Project Title

Access to an online scientific, technical and medical, bibliographic and citation database for all employees of Fisheries and Oceans Canada (DFO).

### 2.0 Scope

#### 2.1 Background

The Fisheries and Oceans Canada libraries (see Appendix 1 to Annex "A") support the Department's mission and mandate to advance sustainable aquatic ecosystems and support safe, secure and accessible Canadian waterways through the timely access to published information. DFO library staff provides comprehensive and cost effective technologies and online information resources to their Departmental clients. DFO has approximately 1,788 personnel engaged in science and technological activities in 2013/2014 (see Appendix 1 to Annex "A"). Subject collection areas of the DFO libraries include but are not limited to:

- Aquatic/Marine biology and ecology
- Aquatic/Marine botany
- Aquatic/Marine chemistry
- Aquatic/Marine environmental studies
- Aquatic/Marine geology
- Aquatic/Marine geophysics and meteorology
- Aquatic/Marine habitat management
- Aquatic/Marine microbiology
- Aquatic/Marine physiology
- Aquatic/Marine pollution
- Aquatic/Marine zoology
- Cartography, mathematical geography
- Climate change
- Coastal zone and maritime management
- Economic geography of the oceans
- Ecotoxicology
- Environmental engineering
- Fisheries and aquaculture, fishery management, fish health and diseases
- Fisheries economics and policy
- Fisheries protection
- Fishing communities, coastal zones
- Freshwater fisheries
- Geography of polar regions, maritime regions, oceans
- Indian affairs pertinent to fisheries
- Law – US, ocean coastal law
- Law of Canada – Quebec
- Law of Canada, maritime law, environmental assessment law
- Law of the sea, ocean policy
- Marine biotechnology
- Marine engineering
- Marine hydrography, tide tables, pilot guides
- Marine navigation, marine engineering, naval architecture

---

Native history pertinent to fisheries  
Ocean & coastal engineering  
Oceanography  
Physical geography – coasts, reefs, hydrology  
Remote sensing  
Statistics pertaining to fisheries  
Sustainable fisheries

## 2.2 Objective

The objective of this requirement is to acquire a subscription that provides access to an online scientific, technical and medical database that provides DFO researchers, scientists and other users with quick, powerful access to bibliographic and citation information they need to find research data and analyze trends in peer-reviewed and open access journals.

## 3.0 Requirements

The Contractor's solution must meet the mandatory requirements detailed in Annex D.

## 4.0 Deliverables

The Contractor's solution will deliver enterprise-wide, IP authenticated, unlimited concurrent user access to an online scientific, technical and medical, bibliographic and citation database to all departmental employees in all regions of the department. IP ranges and number of users are listed in Appendix 1 to Annex A.

## Appendix 1 to Annex A

### DFO Library Locations, Departmental IP Ranges and Number of Users

#### 1. DFO Library Locations

Effective October 1, 2013, these are the DFO library locations:

Institute of Ocean Sciences Library  
Fisheries and Oceans Canada  
9860 W. Saanich Road  
P.O. Box 6000  
Sidney, British Columbia  
V8L 4B2

Bedford Institute of Oceanography Library  
Fisheries and Oceans Canada  
1 Challenger Drive  
P.O. Box 1006  
Dartmouth, Nova Scotia  
B2Y 4A2

Canadian Coast Guard Technical Documentation Centre  
Fisheries and Oceans Canada  
200 Kent Street  
Ottawa, Ontario  
K1A 0E6

Canadian Coast Guard College - John Adams Library  
1190 Westmount Road  
Sydney, Nova Scotia  
B1R 2J6

#### 2. IP ranges for Fisheries and Oceans Canada

Range	Region
134.190.3.1 - 134.190.3.254	Maritimes, Gulf, Newfoundland and Labrador
192.139.69.187	Central & Arctic
198.103.161.1 - 198.103.161.255	National Capital Region, Central & Arctic, Québec
198.103.39.129 - 198.103.39.254	Pacific
199.60.74.245	Pacific
205.193.112.1 - 205.193.112.254	Maritimes, Gulf, Newfoundland and Labrador
205.193.114.180 - 205.193.114.245	Pacific
206.167.112.1 - 206.167.112.30	Québec
96.54.32.236	Pacific



Solicitation No. - N° de l'invitation

FP838-130010/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pi012

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

FP838-130010

pi012FP838-130010

---

### 3. Number of Users

DFO has approximately 1,788 personnel engaged in science and technological activities in 2013/2014. See \* Table 358-0165: "Federal personnel engaged in science and technological activities, by occupational category and major departments and agencies annual (number)", published by Statistics Canada. This number includes clerical, secretarial, administrative personnel so the number of researchers and technicians requiring access to a scientific, technical and medical, bibliographic and citation database is estimated at 1,500.

\*

<http://www5.statcan.gc.ca/cansim/a26?lang=eng&retrLang=eng&id=3580165&paSer=&pattern=&stByVal=1&p1=1&p2=38&tabMode=dataTable&csid=>

Solicitation No. - N° de l'invitation

FP838-130010/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pi012

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

FP838-130010

pi012FP838-130010

## ANNEX B BASIS OF PAYMENT

Item No.	Table 1 Initial Deliverables Description	Qty	Unit Price	Extended Price
1	Scientific Database	1		
Sub-Total:				
Applicable Tax:				
<b>TOTAL:</b>				

Option Year #1				
Item No.	Table 2 Deliverables Description	Qty	Unit Price	Extended Price
1	Scientific Database	1		

Option Year #2				
Item No.	Table 3 Deliverables Description	Qty	Unit Price	Extended Price
1	Scientific Database	1		

Option Year #3				
Item No.	Table 4 Deliverables Description	Qty	Unit Price	Extended Price
1	Scientific Database	1		

## ANNEX C CANADA'S ONLINE INFORMATION PRODUCTS TERMS AND CONDITIONS

### 1. DEFINITIONS

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

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

**Contractor:** the Publisher to whom the Contract is awarded.

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

**Licensee:** Canada is the Licensee.

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

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

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

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

### 2. LICENSE

(a) Licensee acknowledges and accepts that the license to use the Online Information Product(s) being procured through this Contract are non-exclusive and non-transferrable, throughout the world, and Authorized Users obtain access to the Online Information Product(s) via a Secure Network.

(b) This License shall commence at the beginning of the Subscription Period, for each of the Online Information Products as set out in the Contract and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.

(c) The Contractor guarantees that it has the right to grant to Licensee all the rights granted under this License. The Contractor also guarantees that all necessary consents to that grant have been obtained.

(d) The Contractor agrees that the terms and conditions of the Contract which includes this License as Annex C supersede any previous terms and conditions agreed to that pertain to this specific requirement. Any conditions accompanying or enclosed with the Online Information Product(s), if any, do not form part of the Agreement and, therefore, are not part of Licensee's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Licensee or any Authorized

User be required to enter into any additional license agreement with respect to the Online Information Product(s) or any portion of it. The Contractor acknowledges that any additional license agreement relating to the Online Information Product(s) signed by anyone other than the Contracting Authority is void and of no effect.

(e) Licensee is not bound by any "click through" conditions or any other conditions, express or implied, that are contained in or on the packaging or Media or conditions that may accompany the Online Information Product(s) in any manner, regardless of any notification to the contrary. For further clarification, Licensee acknowledges that the Authorized User(s) may have to manually click to accept a "click-through" in order to gain access to the Online Information Product(s) as standard practice.

(f) Licensee acknowledges that ownership of the Information Products belongs to the Contractor or its licensor and is not transferred to Licensee. As a result, any reference in the Contract to any part of Information Products as a deliverable must be interpreted as a reference to the license to use the Information Products, not to own the Information Products.

### 3. USAGE RIGHTS

(a) The Licensee and its Authorized Users will have access to the Online Information Product(s) from the Server via the Secure Network and are permitted online access to the Online Information Product(s) as detailed in the Contract, and may download, display, view, retrieve, browse, collate, save, or print text, make back-up copies, search results, or other information, as reasonably necessary, solely for the private use or research of the Licensee and the Authorized Users.

(b) The Licensee and its Authorized Users may provide print or electronic copies of individual articles, chapters or other individual items of the Content, to national or international regulatory authorities for the purposes of or in anticipation of regulatory approval, patent and/or trademark applications or other regulatory purposes in respect of Licensee's products or services.

(c) The Licensee may supply to any non-commercial library located within the same country as the Licensee, upon request by that library, a single copy of an individual document either by courier, post, fax, email, Ariel or Ariel like transmission software, in accordance with the provisions of the Canadian Copyright Act. For the purpose of clarity, the Contractor acknowledges that the electronic form of the individual document may be used as a source for interlibrary loans whereby the electronic document can be printed and the printed copy can be delivered as stipulated above provided that all documents supplied in that manner carry copyright and all other applicable intellectual property rights notices.

(d) The Licensee and its Authorized Users may supply print or electronic copies of individual articles, chapters or other individual items of the Content when required by law for use in legal proceedings.

(e) The Licensee and its Authorized Users may reactively supply single print or electronic copies of individual articles, chapters or other individual items of the Content including copyright notices to individual third parties upon request for medical information purposes.

(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.

### 4. PROHIBITED USES

4.1 Licensee must not engage in the following activities and must take all commercially reasonable efforts to prevent Authorized Users from engaging in the following activities:

- i) remove or alter the authors' names or the Contractor's copyright notices or other means of identification or disclaimers as they appear in the Online Information Product(s);
- ii) systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than back-up copies permitted under clause 3;

- iii) except as provided in clause 3, provide by electronic means, to a user at another library or elsewhere, a retained electronic copy of any part of the Online Information Product(s);
- iv) mount or distribute any part of the Online Information Product(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network;
- v) directly or indirectly use or assist any third party to use the 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.

4.2 The Contractor's explicit written permission must be obtained in order to:

- i) use all or any part of the Online Information Product(s) for any Commercial Use, other than as permitted in clause 3;
- ii) systematically distribute the whole or any part of the Online Information Product(s) to anyone other than Authorized Users;
- iii) publish, distribute or make available the Online Information Product(s), works based on the Online Information Product(s) or works which combine them with any other material, other than as permitted in this License;
- iv) alter, abridge, adapt or modify the Online Information 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.

## 5. PUBLISHER'S UNDERTAKINGS

(a) The Contractor reserves the right at any time to withdraw from the Online Information Product(s) any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Contractor shall give written notice to the Licensee not less than sixty (60) days in advance of such withdrawal. If such modification or withdrawal materially alters the Licensees' use of the product the Contractor will work with the Licensee to come to a mutually agreeable arrangement regarding replacement of content or refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn and the remaining unexpired portion of the Subscription Period.

(b) Except as expressly provided in this License, the Contractor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Online Information Product(s), merchantability or fitness of use for a particular purpose. The Online Information Product(s) are supplied 'as is'.

(c) The Contractor confirms to the Licensee that usage statistics covering the online usage of the journals and databases included in this licence will be provided. The Contractor further confirms that such usage statistics will adhere to the specifications of the COUNTER Code of Practice.

## 6. LICENSEE'S UNDERTAKINGS

The Licensee must use reasonable efforts to:

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

(b) ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Online Information Product(s) and that they are made aware of and undertake to abide by the terms and conditions of this License;

(c) monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Contractor and take all steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;

(d) issue passwords or other access information only to Authorized Users and use reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;

(e) keep full and up-to-date records of all Authorized Users and their access details and provide the Contractor with details of such additions, deletions or other alterations as are necessary to enable the Contractor to provide Authorized Users with access to the Online Information Product(s) as contemplated by this License.

(f) The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding clause 9, this License shall immediately terminate.

## **7. UNDERTAKINGS BY BOTH PARTIES**

(a) Each party must use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

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

## **8. LICENSE FEE**

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

## **9. TERM AND TERMINATION**

(a) In addition to automatic termination (unless renewed) under clause 2, this License could be terminated:

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

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

## 10. LIMITATION OF LIABILITY

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
- (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.

## 11. 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.

### **Annex D** **Evaluation Criteria**

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

No.	Criteria	Comply (yes/no)	Substantiation	Reference
<b>A. General Specifications</b>				
A1	The Contractor's Solution must provide access to the following items in a specific journal:  a. Original research articles; b. Reviews; c. Editorials; d. Chronologies; and e. Abstracts.			
A2	The Contractor's Solution must provide access to a range of journals which cover the scientific, technical and medical disciplines and at a minimum include the following sub disciplines:  a. Marine and freshwater sciences; b. Ocean sciences; c. Biology; d. Environmental Sciences; e. Engineering; f. Technology; g. Applied Science; h. Physical and chemical sciences; i. Medical and life sciences; and j. Agricultural science.			
A3	The Contractor's Solution must provide access to peer reviewed and open access journals.			
A4	The Contractor must provide access to backfiles back to 1900.			
A5	The Contractor's solution must provide enterprise-wide, IP authenticated, unlimited concurrent user access to all departmental employees in all regions of the department			
<b>B. Alerting Services</b>				
B1	The Contractor's Solution must provide the ability to create citation alerts which enable users to create alerts for specific article and get notified when article has been cited.			



B2	The Contractor's Solution must provide the ability to create search alerts which enable users to create a search strategy on authors, keywords, publications or any combination thereof and get notified when new records matching their strategy are indexed.			
B3	The Contractor's Solution must allow the User to set up RSS feeds for saved searches and Citation Alerts.			
<b>C. Citation Analysis Tools</b>				
C1	The Contractor's Solution must provide the ability to graphically display the cited references and citing articles between a paper and other papers.			
C2	The Contractor's Solution must provide the ability to create reports that retrieve and display, in text and with graphs, the following information: number of results found, number of published items by year, number of citations by year, total number of times an article has been cited, the citing articles, average number of citations per item, and h-index.			
C3	The Contractor's Solution must provide the ability to search for articles that cite a person's work.			
<b>D. Reference Management</b>				
D1	The Contractor's Solution must provide the ability to export data to third party reference manager software in the following file formats: plain text, HTML, and comma separated value.			
D2	The Contractor's Solution must provide seamless access to an integrated reference manager, which will allow the User to store and share references.			
<b>E. Searching Capabilities</b>				
E1	The Contractor's Solution must provide the ability to search by various fields that must include but are not limited to: author, title, date, keyword, publication type, language, and organization or institute.			
E2	The Contractor's Solution must provide the ability to retrieve articles whose reference lists include at least one of the items cited by the principle article, also known as a "find related documents or records" feature.			

E3	The Contractor's Solution must provide the ability to refine results by selecting a variety of fields: year, document type, publication title, subject category, language, and institution etc.			
E4	The Contractor's Solution must provide the ability to rank order results by extracting data from a variety of fields: year, document type, publication title, subject category, language, institution etc.			
E5	The Contractor's Solution must provide links to the publishers' full text articles.			
E6	The Contractor must provide an author affiliation field or its equivalent to automatically identify and match an organization with all of its research output.			
E7	The Contractor's Solution must provide the ability to perform complex search strategies using Boolean operators.			
<b>F. Technical Support</b>				
F1	The Contractor's Solution must provide online assistance in the form of tutorials, downloadable reference guides on their website in English and French and context-sensitive help that is accessible while searching the database.			
F2	<p>The Contractor's Solution must include access to a Service Desk, that must:</p> <p>(a) Be staffed by qualified personnel who are available to provide support via email and a toll-free telephone number, 7 am to 8 pm EST and via email, Monday through Friday, excluding statutory holidays observed by the Federal Government of Canada.</p> <p>(b) The Contractor Response must, at a minimum:</p> <ol style="list-style-type: none"> <li>1. acknowledge receipt of requests for technical assistance sent by email within 2 hours;</li> <li>2. assign tracking number to requests and maintain a technical support log for each request; and</li> <li>3. provide the Client with assistance in fixing the problem via email or telephone within 24 hours.</li> </ol>			

<b>G. Training</b>				
G1	Using web based, video conferencing software, the Contractor's Solution must provide a one hour, customized webinar to DFO staff up to two times a year if requested, at a time acceptable to all parties, in English and French, in which Users are shown search techniques and features of the database. The Contractor will tailor these sessions to DFO employees and their specific requests as identified by the account administrator.			
<b>H. Other Specifications</b>				
H1	The Contractor's Solution must provide usage reports on a monthly and annual basis which should include at a minimum:  1) the number of searches 2) number of sessions 3) These reports must be downloadable in one or more of the following formats: csv, tsv, xlsx			
H2	The Contractor's Solution must provide an Administration Tool that enables the administrator to manage the account.			
H3	The Contractor's solution must provide the ability for users to create personal accounts via online registration which enables them to customize their search experience and save search preferences.			
H4	The Contractor's Solution must provide the ability to search database remotely, when not within registered IP ranges.			