

ADVANCE CONTRACT AWARD NOTIFICATION (ACAN)

An ACAN is a public notice indicating to the supplier community that a department or agency intends to award a contract for goods, services or construction to a pre-identified supplier, thereby allowing other suppliers to signal their interest in bidding, by submitting a statement of capabilities. If no supplier submits a statement of capabilities that meets the requirements set out in the ACAN, on or before the closing date stated in the ACAN, the contracting officer may then proceed with the award to the pre-identified supplier.

1. Definition of Requirement

The Department of Library and Archives Canada (LAC) has a requirement for the provision of mass deacidification services for library and archival materials. The purpose of this Advance Contract Award Notice (ACAN) is to signal the government's intention to award a contract for these services to Preservation Technologies LP (PTLP), 111 Thomson Park Drive, Cranberry Township, PA 16066. Before awarding a contract, however, the government would like to provide other suppliers with the opportunity to demonstrate that they are capable of satisfying the requirements set out in this Notice, by submitting a statement of capabilities during the 15 calendar day posting period.

If other potential suppliers submit a statement of capabilities during the 15 calendar day posting period that meet the requirements set out in the ACAN, the government will proceed to a full tendering process on either the government's electronic tendering service or through traditional means, in order to award the contract.

If no other supplier submits, on or before the closing date, a statement of capabilities meeting the requirements set out in the ACAN, a contract will be awarded to the pre-selected supplier.

Library and Archives Canada has a requirement to neutralize harmful acids in paper-based documentary heritage materials in a bulk manner. The work will involve the following: mass/batch treatment deacidification as well as individual item spray deacidification.

2. Responsibilities of the proposed Contractor:

- Ensuring that all published or unpublished material provided by Library and Archives Canada are not mishandled, damaged, lost or stolen;
- Processing the published or unpublished material in its mass deacidification system according to LAC technical specifications described below in section 4. Technical Specifications;
- Reporting operational output upon return of materials. Such reports will include the quantity of published or unpublished material processed; the quantity of published or unpublished material rejected as untreatable, the quantity of damaged published or unpublished material, description and justification as to why published or unpublished material were rejected or damaged, and other information as may be mutually agreed by the Proposed Contractor and Library and Archives Canada's Technical Authority.

3. The proposed Contractor is solely responsible for the following:

- Scheduling for pickup of the published or unpublished material at a LAC location within the NCR on the date stipulated for each pickup;

- Receiving the published or unpublished material to be treated, unpacking them, and examining them to verify that all components can be safely processed in its mass deacidification system;
- Testing the ink solubility (i.e. by placing a sample of the deacidification solution on the suspected area of the document and pressing a blotter paper over the area to observe transfer of the ink);
- Stamping a number at the lower left corner with a numbering machine, on the back of the title page of each book, or on a call number flag inserted in a book, using archival ink that will not be affected by the deacidification process;
- Within three weeks of their arrival, processing published or unpublished material from Library and Archives Canada in distinct batches (i.e. not intermingled with documents from other institutions);
- Inspecting the treated published or unpublished material to make sure the treatment did not damage the material and in the event of any damage, bring it to the attention of the Technical Authority;
- Performing quality control by assessing results of deacidification against criteria set in section 5. Testing (i.e. on a random base and a 1% sample per batch);
- Packaging and shipping all material safely and expeditiously back to Library and Archives Canada. All material identified as damaged or untreatable must be packaged separately from treated material.

4. Technical Specifications

- No physical or chemical damage will be caused to the items treated, e.g. no damage to binding, no bleeding of ink, no residual smell, and no alteration to the texture or feel of the paper and binding;
- The pH of paper after treatment will be not less than pH 7.0 and not more than pH10.0;
- The alkaline reserve deposited within the paper structure after treatment will be not less than 0.8 percent;
- The chemical products used in the deacidification process must be non-toxic and present no safety hazards to employees.

5. Testing

Testing will be performed by LAC or the Canadian Conservation Institute on random selections as requested by the Technical Authority. Such testing may include but not be limited to:

- Visual evaluation, to identify tide lines, efflorescence and chalking as well as any damage to the components or structure of the items treated;
- Cold extraction pH before and after treatment;
- Surface pH before and after treatment;
- Presence of alkaline reserve before and after treatment;
- Completeness of deacidification (i.e. uniformity of treatment);
- Brightness: CPPA Standard E1: Brightness of Pulp, Paper, and Paper Board. A 5% variance from the standard reflectance of 457 nm will be tolerated;
- Odour;

- Presence of toxic residues;
- The Proposed Contractor must supply all technical data sheets (WHMIS) on products used.

6. Criteria for assessment of the Statement of Capabilities

Minimum Essential Requirements

Any interested supplier must demonstrate by way of a statement of capabilities that it meets the following requirements:

- Minimum of 10 years' experience in providing mass deacidification treatment for a wide variety of paper-based library and archival materials, resulting in no damage to originals and guaranteeing neutral or alkaline pH levels post-treatment with no residual odour and little to no surface deposit;
- Knowledge and understanding of mass deacidification of library and archival materials, including but not limited to: chemistry and testing to ensure neutral or alkaline results, condition assessments of collection items in preparation for treatment, tracking of items from a variety of sources through a mass treatment system

7. Applicability of the trade agreement(s) to the procurement

This procurement is subject to the following trade agreements:

- the Agreement on Internal Trade (AIT); and
- the North American Free Trade Agreement (NAFTA).

8. Justification for the Pre-Identified Supplier

Deacidification neutralizes the harmful acids present in much late 19th and 20th century papers, extending the life of these documents well into the future. With the development of alkaline/permanent papers in the West, it was considered that the requirements for mass deacidification would decrease; with, however, much published material now being printed offshore, there is still significant use of acidic paper in publishing. Further, much retrospective work in LAC's holdings remains to be addressed.

PTLP's system provides a safe method for treating many formats of document that are found in libraries and archives, including both bound and unbound materials. Bookkeeper deacidification solution has proven itself to be the least damaging to a wide variety of library and archival materials, and does not have the "side effects" of other systems (such as chalk-like residue or odour).

The Bookkeeper deacidification solution is an industry leader in deacidification services for paper-based library and archival documents. In North America, materials are treated at their facility in Cranberry Township, Pennsylvania. Materials are also treated at an on-site facility at the Library of Congress in Washington.

At present, PTLP is the only North American vendor of mass deacidification service capable of treating the wide variety of collection material held by LAC.

The patented Bookkeeper treatment process has set a new standard for safety and effectiveness in removing harmful acids from paper. Developed to meet the standards of the United States Library of Congress, Bookkeeper is the only mass deacidification process that meets current and projected OSHA, FTC, and EPA consumer and environmental requirements (US).

9. Government Contracts Regulations Exception(s)

The following exception to the Government Contracts Regulations is invoked for this procurement under subsection 6(d) - "only one supplier is capable of performing the work".

10. Contract Period

- The proposed contract is for a period of one (1) year, from August 1, 2014 to July 31, 2015.
- The proposed Contractor grants to the Government of Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year periods.

11. Estimated Value

An estimate of the cost of the proposed contract upon signature is:

August 1st 2014 to July 31st 2015, \$ CDN 22,120.00;
August 1st 2015 to July 31st 2016, \$ CDN 22,120.00,
August 1st 2016 to July 31st 2017, \$ CDN 22,120.00;
August 1st 2017 to July 31st 2018, \$ CDN 22,120.00;
August 1st 2018 to July 31st 2019, \$ CDN 22,120.00;

Estimated total value from August 1, 2014 to July 31st 2019 is \$ CDN 110,600.00 CDN (GST is extra).

12. Security

There is no security requirement associated with this requirement.

13. Name and Address of Proposed Contractor

Preservation Technologies LP (PTLP)
111 Thomson Park Drive,
Cranberry Township, PA 16066

14. Suppliers' right to submit a statement of capabilities

Suppliers who consider themselves fully qualified and available to provide the goods, services or construction services described in the ACAN, may submit a statement of capabilities in writing to the contact person identified in this notice on or before the closing date of this notice. The statement of capabilities must clearly demonstrate how the supplier meets the advertised requirements.

15. The closing date for a submission of a statement of capabilities

The closing date and time for accepting statements of capabilities is July 22, 2014 at 2:00 p.m. DST.

16. Insurance

Contractor's Responsibility

The Contractor must comply with the insurance requirements specified. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the SOA, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

The contractor will, at his own expense, maintain insurance against liabilities or damages in respect of injuries to persons (including injuries resulting in death) and in respect of damage to property arising out of the performance of the work until completion of the work, including, without limiting the generality of the foregoing, public liability and property damage insurance.

17.1 All Risk Property Insurance

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$1,000,000. The Government's Property must be insured on Replacement cost (new) basis.

17.1.1. Administration of Claims:

1. The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
 - a. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
 - b. Loss Payee: Canada as its interest may appear or as it may direct.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Library and Archives and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

17.2 All Risk in Transit Insurance

The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$1,000,000.00 per shipment. Government Property must be insured on Replacement Cost (new) basis. (Contracting officers must insert one of the following basis of valuation: "Replacement Cost (new)"; "Actual Cash Value (depreciated cost)" or "Agreed Value (appraisal)")

17.2.1. Administration of Claims:

The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

17.3 The All Risk Property in Transit insurance must include the following:

- a. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
- b. Loss Payee: Canada as its interest appears or as it may direct.
- c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Library and Archives Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

17.4 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.

- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

17. Inquiries and submission of statements of capabilities

Inquiries and statements of capabilities are to be directed to:

Marie Denault
Contracting Officer
Library and Archives Canada
550 De La Cité Blvd
Gatineau, Québec
K1A 0N4