



National Research Council Canada
Administrative Services and
Property Management Branch

Conseil national de recherches Canada
Direction des services administratifs et
gestion de l'immobilier

**REQUEST FOR PROPOSALS
DEMANDE DE PROPOSITIONS**

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

National Research Council Canada (NRC)
Procurement Services
1200 Montreal Road, Building M-22
Ottawa, Ontario
K1A 0R6
Bid Fax: (613) 991-3297

| | |
|--|---|
| Title/Sujet LIBRARY CATALOGUING AND PROCESSING SERVICES | |
| Solicitation No./N. de l'invitation 12-22064 | Date October 14 2014 |
| Solicitation Closes/L'invitation prend fin at/à 14 :00 on/le 25 November 2014 | Time Zone/Fuseau Horaire EDT |
| Address Enquiries To/Adresser demandes de renseignements à : Alain Leroux Telephone No./N. de téléphone : (613)991-9980 Facsimile No./N. de télécopieur : (613) 998-5701 | |
| | |

Instructions: See Herein

Instructions: Voir aux présentes

Proposal To:

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:

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).



| | |
|--|-------------|
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| | |
| Telephone No./N. de telephone Facsimile No./N. de télécopieur | |
| | |
| Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisé à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| | |
| Signature | Date |

LIBRARY CATALOGUING AND PROCESSING SERVICES

1.0 PRESENTATION OF PROPOSALS

- 1.1 You are invited to submit four copies of a Technical Proposal and two copies of a Financial Proposal in two separate envelopes to fulfill the following requirement forming part of this Request for Proposals. One envelope **must** be clearly marked 'Technical Proposal' and the other envelope **must** be marked 'Financial Proposal'. All financial information **must** be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified. **All proposals should include the front page of this RFP duly completed.**

2.0 SCOPE OF WORK

- 2.1 To provide library cataloguing and processing services for the National Research Council (NRC), Knowledge Management (NRC-KM) formerly NRC-Canada Institute for Scientific and Technical Information (CISTI), National Science Library Collection in accordance with the detailed Statement of Work attached as Appendix "A".

3.0 PERIOD OF CONTRACT

- 3.1 NRC anticipates that the work will begin with the signing of the Articles of Agreement and terminate on January 31, 2017. NRC reserves the right to extend the term of the Contract by three (3) additional one (1) year option periods, at NRC's sole discretion.

4.0 ENQUIRIES

- 4.1 If you require clarification regarding any aspect of this RFP, address all queries to the Contracting Authority, identified below, at least 10 working days before the closing date. All queries must be in writing and queries received less than 10 working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

Alain Leroux
Contracting Authority, Procurement Services
National Research Council Canada
1200 Montreal Road, Bldg. M-22
Ottawa, Ontario K1A 0R6 Telephone: (613) 991-9980
Facsimile: (613) 998-5701
Email: Alain.leroux@nrc-cnrc.gc.ca

- 4.2 To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.
- 4.3 Vendors who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).

- 4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

5.0 **PROPOSAL CLOSING DATE AND BID SUBMISSION INSTRUCTIONS**

- 5.1 Proposals must be delivered not later than 2:00 PM EDT, Thursday, 25 November 2014, to the following **Contracting Authority**:

Alain Leroux
Contracting Authority, Procurement Services
National Research Council Canada
1200 Montreal Road, Bldg. M-22
Ottawa, Ontario K1A 0R6 Telephone: (613) 991-9980
Alain.leroux@nrc-cnrc.gc.ca

Proposals must not be sent directly to the Project Authority

- 5.2 Proposals must be delivered in a sealed envelope and the Bidder's name and the RFP No. should be clearly indicated on the Proposal Envelope. It is the vendor's responsibility to obtain date and time stamped receipt signed by the receptionist as proof that NRC has received their proposal within the prescribed time limit. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 5.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as Appendix "D".
- 5.4 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 5.5 NRC will not accept any proposal documents by electronic mail or on diskette.
- 5.6 Proposals received after the closing date will not be considered and will be returned to the sender. The sender has the sole responsibility for the timely dispatch and delivery of a proposal and cannot transfer such responsibility to the NRC. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.
- 5.7 All submitted proposals become the property NRC and will not be returned to the originator.

6.0 **EVALUATION CRITERIA**

- 6.1 Proposals will be assessed using the following evaluation criteria attached as Appendix "B". Bidders should provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in his/her proposal.

7.0 **COST PROPOSAL**

- 7.1 The cost proposal must be **fixed all-inclusive per unit rates, FOB Destination, excluding GST/HST** for completion of the work for each of the items indicated in the financial tables outlined in Appendix "B". The firm all-inclusive per unit rate must be

inclusive of all payroll, overhead costs and profits required for the Bidder to complete the work under the Contract. (Note: rates are not to be quoted as ranges).

- 7.2 **GOODS AND SERVICES TAX (GST) and HARMONIZED SALES TAX (HST):** The GST and HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of GST or HST shall be disclosed and shown as a separate item.
- 7.3 Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or contract period.

8.0 **LEVEL OF EFFORT**

- 8.1 The estimated value of the resulting Contract (including any option periods) is not anticipated to exceed \$600,000.00 (CAD), inclusive of GST/HST.

9.0 **CONDITIONS OF SUBMISSION**

- 9.1 There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.
- 9.2 Selection of the successful bidder will be on the basis of technical merit and best overall value, not on cost alone. A cost-per-point ratio will be calculated by dividing the total cost by the technical rating. The compliant bidder with the lowest cost-per-point ratio will be considered the successful bidder. NRC reserves the right to enter into negotiations with the successful bidder prior to contract award on any and all aspects of its offer. The following chart illustrates the relationship between point rating and bid price. The figures used are for illustration purposes only.

| <u>Proposal</u> | <u>Rating</u> | <u>Bid Price</u> | <u>Price/Point</u> | <u>Winner</u> |
|-----------------|---------------|------------------|--------------------|---------------|
| A | 72 | \$112,000 | \$ 1,555 | |
| B | 90 | \$ 120,000 | \$ 1,333 | ***** |
| C | 78 | \$ 105,000 | \$ 1,346 | |
| D | 85 | \$ 117,000 | \$ 1,376 | |

- 9.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.
- 9.4 Your proposal should contain the following statement:
 "We hereby certify that the price quote is not in excess of the lowest price charged anyone else, including our most favoured customer, for like services".
- 9.5 Any contract resulting from this invitation will be subject to the General Conditions 2035 (copy attached as Appendix "C") and any other special conditions that may apply.

10.0 **OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY**

10.1 All confidential information gathered or viewed or any product developed as a result of this RFP must be treated as confidential and as NRC property.

11.0 **CONFIDENTIALITY**

11.0 This document is UNCLASSIFIED, however; the contractor shall treat as confidential, during as well as after the services contracted for, any information of the affairs of NRC of a confidential nature to which its servants or agents become privy.

12.0 **CRIMINAL CODE OF CANADA**

12.1 Canada may reject an offer where the Bidder, or any employee or subcontractor included as part of the offer, has been convicted under section 121 ("Frauds on the government" & Contractor subscribing to election fund"), 124 ("Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code.

13.0 **DEBRIEFINGS**

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

ADDITIONAL CONTRACT CLAUSES

Bidder compliance with all of the following clauses, terms and conditions of the resulting contract is mandatory.

14.0 **T4-A SUPPLEMENTARY SLIPS**

14.1 Pursuant to paragraph 221(1)(d) of the Income Tax Act, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4A Supplementary slip. To enable client departments and agencies to comply with this requirement, contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other identifying supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

15.0 **GOVERNMENT SMOKING POLICY**

15.1 Where the performance of the work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada, which prohibits smoking on any government premises.

16.0 **ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT**

16.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. There will be however; no day-to-day supervision of the Contractor's activities nor control of the Contractor's hours of work by the Project Authority.

16.2 The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

17.0 **GENERAL CONDITIONS**

17.1 The General Conditions 2035 entitled "General Conditions - Services" and attached as Appendix "C" form part of this Contract.

18.0 **PROGRESS REPORT**

18.1 As part of and together with each progress claim, the Contractor must submit a progress report consisting of a narrative of approximately one (1) page describing the technical progress achieved in terms of the "Statement of Work", explaining any variations in the work or expenditure plan, specifying any problems encountered or foreseen (relating to time, cost or technical matters) and any other matter considered reportable by the Contractor.

19.0 ADDITIONAL WORK

19.1 The successful bidder can at NRC's option, be asked to provide additional work related to this requirement. Payment will be limited to the firm per diems quoted in the Contractor's proposal.

20.0 NON-PERMANENT RESIDENT (FOREIGN COMPANY)

20.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfillment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

21.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)

21.1 The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

22.0 LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS

21.1 It is a term of the contract that:

- a. the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- b. the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and
- c. the Contractor had informed the Departmental Representative of any exemption in respect of the abatement of a contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

23.0 FORMER PUBLIC SERVANT

23.1 Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of

public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

23.2 Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

23.3 Former Public Servant in Receipt of a Pension

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

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

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

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

23.5 Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes () No ()**

If so, the Bidder must provide the following information:

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

23.6 For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

24.0 OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)

24.1 The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

25.0 ATTACHMENTS

Appendix "A" - Detailed Statement of Work
Appendix "B" – Evaluation Criteria
Appendix "C" - NRC General Conditions
Appendix "D" – Standard Instructions and Conditions (Applicable to Bid Solicitation)
dated 2001/02/01

APPENDIX A - STATEMENT OF WORK

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APPENDIX 'A' STATEMENT OF WORK

SW1.0 TITLE

- 1.1 ***Library Cataloguing and Processing Services for the National Research Council (NRC) -- Knowledge Management (NRC-KM)[formerly NRC-Canada Institute for Scientific and Technical Information (CISTI)] – National Science Library Collection.***

SW2.0 BACKGROUND

2.1 Introduction

NRC-KM manages the library of the National Research Council (NRC) which is federally mandated to be Canada's National Science Library [*National Research Council Act (R.S., 1985, c. N-15) s.5 (1) (i)*]. Over 75,000 documents are delivered from the National Science Library collection annually to clients in Canada and around the world. Our collection is an important repository of STM information for Canadians.

- 2.1.1 NRC-KM's operational plan outlines directions to support research and innovation through high-value STM information.
- 2.1.2 NRC-KM's strategic goals are to:
1. Strengthen evidence-based decision-making by NRC, clients and partners
 2. Improve the relevance and value of information and related services to meet the needs of NRC and external clients
- 2.1.3 A summary of the NRC Strategy 2013-2018 can be found at:

http://www.nrc-cnrc.gc.ca/obj/doc/reports-rapports/NRC_Strategy_2013_2018_e.pdf

2.2 Project Context

- 2.2.1 Library Cataloguing and Processing of new materials for the NRC-KM Collection and special projects have been provided by an external service provider since 2010. In order to continue this service, NRC is seeking to establish a competitively awarded contract for the Cataloguing and physical Processing of new materials acquired for the Collection and special projects over the next five years [2 year term plus 3 one-year options].
- 2.2.2 This is an ongoing requirement for which the NRC has previously entered into contract.

SW3.0 OBJECTIVE

3.1 In order to ensure that NRC-KM has the expertise and resource capacity required for the provision of Library Cataloguing and Processing Services for the National Science Library, NRC is seeking to establish a Contract with a qualified service provider for the Services described herein.

3.2 Business Objectives

3.2.1 The Services provided by the Contractor shall support the following business objectives, in line with NRC-KM's strategic goals (as identified in section 2.1.3 above):

3.2.1.1 Enable clients to locate library materials by means of available catalogue records that meet NRC-KM's current cataloguing standards; and

3.2.1.2 Provide timely physical processing (stamping, labelling, barcoding) of library materials on behalf of NRC-KM that will permit direct shelving of new items.

SW4.0 DURATION AND ESTIMATED VALUE

4.1 The Contract will commence with the signing of the Articles of Agreement, and terminate on January 31, 2017. NRC reserves the right to extend the term of the Contract by three (3) additional one (1) year Option Periods, at NRC's sole discretion.

4.2 The estimated value of the resulting Contract (including any Option Periods) is not anticipated to exceed \$ 600,000.00 (CAD), inclusive of GST/HST.

SW5.0 DEFINITIONS AND APPLICABLE DOCUMENTS

5.1 The following list of definitions and acronyms is relevant to and forms a part of this Statement of Work (SOW). The list is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this SOW. It is therefore imperative that questions of interpretation be directed to the NRC-KM Project Authority.

| TERM | DEFINITION |
|--|---|
| AACR2 | Anglo-American Cataloguing Rules, 2nd edition. |
| AUTHORITY CONTROL OR VERIFICATION OF HEADINGS | Verification that corporate and personal name headings in bibliographic records match authoritative lists such as Library of Congress Authorities and/or usage in NRC-KM's catalogue. |
| CALL NUMBER | The classification number followed by an indicator of shelf arrangement, such as a Cutter number. |
| CISTI | Canada Institute for Scientific and Technical Information |

| TERM | DEFINITION |
|--------------------------------|---|
| COLLECTION | <p>The combined works and information holdings which comprise the NRC-KM National Science Library and which are owned and controlled by NRC.</p> <p>Print Collection means any material held within the NRC-KM National Science Library in hard copy, and may include, but is not limited to: books, journals, conference proceedings, theses, microfiche, physical electronic products such as CDs and DVDs, and related content.</p> <p>Electronic Collection means any information holding licensed to the NRC-KM National Science Library for distribution to Users, and may include, but is not limited to: journals, monographs, and related content.</p> <p><i>NRC-KM's collection is publicly available via the Library's Online Public Access Catalogue (OPAC) at http://cisti-icist.nrc-cnrc.gc.ca/eng/services/cisti/catalogue/index.html</i></p> <p><i>The records in MARC21 format are available by selecting the "MARC display" button within records found in the on-line catalogue.</i></p> |
| CONTRACTING AUTHORITY | <p>NRC will administer the Contract as Contracting Authority.</p> <p>The Contracting Authority shall be the sole authority on behalf of Canada for the administration and management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of the Contract based on written requests from any government personnel other than the Contracting Authority.</p> |
| CONTRACTOR'S PROPOSAL | <p>The proposal submitted by the successful Bidder selected in response to this RFP.</p> |
| DATA LOADING | <p>Receiving batches of electronic records and adding them to the catalogue database.</p> |
| DERIVED CATALOGUING | <p>The cataloguing of an item based on an existing catalogue record (as opposed to original cataloguing). Also known as <i>copy cataloguing</i>.</p> |
| DESCRIPTIVE CATALOGUING | <p>Creation of bibliographic information not including subject analysis. Includes recording authors, publishers, publishing dates, physical description, notes, etc.</p> |
| FTP | <p>File Transfer Protocol</p> |
| GC | <p>Government of Canada</p> |
| NRC | <p>National Research Council Canada</p> |
| NRC-KM | <p>National Research Council Canada – Knowledge Management (formerly known as Canada Institute for Scientific and Technical Information, CISTI)</p> |
| ORIGINAL CATALOGUING | <p>A catalogue record that has been prepared from scratch and that is not based on derived cataloguing.</p> |
| PROCESSING | <p>Preparing a physical item for the shelf. Includes printing and affixing the label, barcoding and stamping. Also known as <i>materials processing</i>.</p> |

| TERM | DEFINITION |
|--|--|
| PROJECT AUTHORITY | A person, occupying a specific position within NRC-KM or fulfilling a specific organizational function, who is responsible for the control and direction of the NRC-KM Collection and fulfillment of NRC-KM's mandate, and for monitoring the Contractor's execution of the work under the Contract, as well as acting as a single point of contact on behalf of NRC-KM. |
| QUALITY ASSURANCE (QA) | The review of new and modified records containing bibliographic information to ensure that cataloguing rules have been properly adhered to and information has been correctly input. QA can extend to checking the labelling of materials. |
| QUARTERLY | Annual quarterly periods begin and end as follows: April 1 st to June 30 th ; July 1 st to September 30 th ; October 1 st to December 31 st ; and January 1 st to March 31 st |
| RDA | Resource Description and Access. |
| SUBJECT ANALYSIS/CLASSIFICATION | Analysis of the subject content of an item for the selection of appropriate terms/headings from controlled lists and/or developing a call number based on the subject. |
| SOW | Statement of Work |
| STM | Scientific, Technical and Medical |

5.2 The following documents provide guidance for the provision of Library Cataloguing and Processing Services to the NRC. The Contractor shall conform to and maintain working knowledge of these cataloguing rules and standards, including, but not limited to:

5.2.1 Resource Description and Access (RDA). The Contractor shall be responsible for ensuring that it adheres to the most up-to-date cataloguing standards and for communicating any changes to the NRC-KM Project Authority.

5.2.2 MARC 21 -
Format for Bibliographic Data:
<http://www.loc.gov/marc/bibliographic/ecbdhome.html>

Format for Authority Data:
<http://www.loc.gov/marc/authority/ecadhome.html>.

5.2.3 Subject Headings

5.2.3.1 LCSH

5.2.3.2 RVM

5.2.3.3 MeSH

SW6.0 BUSINESS ENVIRONMENT

6.1 Business Environment

-
- 6.1.1 NRC-KM is located at NRC facilities within the National Capital Region (NCR). Its regular working hours are Monday to Friday, 08:00 to 17:00 Eastern Standard Time, excluding statutory holidays.
- 6.1.2 The Contractor is expected to be available to NRC-KM for meetings and inquiries relating to the administration of this Contract within NRC-KM's regular working hours (as specified in 6.1.1 above), at a minimum.
- 6.1.3 In addition, the Contractor shall determine its own working hours required to meet individual delivery requirements.

6.2 The NRC-KM Collection

- 6.2.1 For over 85 years, NRC-KM (formerly CISTI) has provided information services to Canadian researchers, academic institutions, industry and other government organizations from a premier collection of journals, conference papers, monographs and technical reports.
- 6.2.2 The Collection is comprised of two (2) key components:
- a) The Print Collection within NRC-KM's STM library; and
 - b) The Electronic Collection, which consists of licensed information resources.
- 6.2.3 The Collection is one of the largest STM collections in North America and includes published information from around the world in all areas of science, technology, engineering and medicine.
- 6.2.4 The NRC-KM Collection includes:
- over 50,000 journals from the world's leading scientific publishers, such as Elsevier, Springer, and others. These journals are indexed in major scientific and medical databases;
 - over 800,000 books, conference proceedings and technical reports in print format, and 2 million technical reports on microfiche;
 - content in all languages and from all countries where STM information is published.
- 6.2.5 NRC-KM also supports clients in acquiring standards and in obtaining patents and theses.
- 6.2.6 The Collection can be accessed by visiting NRC-KM locations, through inter-library loan, and through document delivery.
- 6.2.7 NRC-KM is responsible for the acquisitions of library materials, including the procurement of physical materials and the licensing of electronic content for the provision of access to Users.

6.3 NRC-KM's Cataloguing Environment

- 6.3.1 NRC-KM loads records from numerous sources into the catalogue database. This includes records from vendors. In 2013/2014 NRC-KM and projects had approximately 3000 titles catalogued, of which 20% were derived.
- 6.3.2 It is anticipated that the number of titles acquired will remain static or decrease over time.
- 6.3.3 In 2013/14, approximately 98% of the titles catalogued were from source materials in English; and 2% in French.
- 6.3.4 There are no firm projections for 2015/2016 cataloguing levels.

SW7.0 DESCRIPTION, SCOPE OF WORK AND DELIVERABLES

7.1 NRC-KM's requirement for Library Cataloguing and Processing Services has been divided into three (3) project phases:

7.2 Phase 1 – Transition-In

- 7.2.1 Transition-In is the period that commences with the signing of the Contract by NRC to the Transition-in to Ongoing Service Delivery under Phase 2 below (see section 7.3). At the completion of Phase 1, which shall occur on or before April 1, 2015, the Contractor shall be positioned to effectively take over and maintain all activities and responsibilities to provide Library Cataloguing and Processing to NRC-KM. NRC-KM anticipates that up to two (2) months (60 days) may be required for Phase 1 to ensure seamless exchange of delivery responsibility.
- 7.2.2 The Contractor shall, with input and feedback from the NRC-KM Project Authority, develop a "Lessons Learned" document relating to the completion of all Phase 1 activities. This Lessons Learned document shall include, but is not limited to, a clear description of the optimal roles, responsibilities and outputs of each of NRC-KM and the Contractor, as mapped to the roles, responsibilities and outputs of the Contractor, any future Service Provider and NRC-KM with the objective of realizing a seamless transition-out to any future service provider of all Services (see section 7.4).

Finalization of Transition Documentation and Timeline

- 7.2.3 The Contractor shall participate in initial Project Coordination Meeting(s) with the NRC-KM Project Authority and NRC-KM personnel to identify appropriate contacts and stakeholders, to confirm any required adjustments to the Contractor's proposed preliminary approaches, as provided within the Contractor's Proposal (refer to SW7.5 Deliverables), to finalize timelines and identify and resolve other related project start-up issues. It is anticipated that meetings may be required throughout Phase 1, up to the completion of Transition-In. These meetings may take place by teleconference or videoconference subject to the mutual agreement of the Project Authority and the Contractor

- 7.2.4 The Contractor shall finalize, based on NRC-KM's comments and stakeholder input, and present to NRC-KM the Transition Documentation, including, at a minimum the Contractor Work Plan and Timeline to complete Phase 1 and be ready for takeover of full Service Delivery on or before the commencement of Phase 2 (i.e. by April 1,2015).
- 7.2.5 In consultation with the NRC-KM Project Authority, the Contractor shall work to provide seamless transition of Service delivery from NRC-KM to the Contractor.
- 7.2.6 The Contractor shall provide all necessary resources, power, computer hardware and software, and other input devices required to provide all Base Service Requirements, as detailed under Phase 2 – Ongoing Service Delivery.
- 7.2.7 At the completion of Phase 1, the Contractor shall be fully equipped to commence full service, as described in section 7.3 below.

7.3 Phase 2 – Ongoing Service Delivery

Base Service Requirements

- 7.3.1 On a recurring basis, subject to as-and-when timing requirements, the Contractor shall receive from NRC-KM print materials purchased through NRC-KM Acquisitions, and complete the cataloguing and physical processing (i.e. stamping, labelling and barcoding) of the materials.
- 7.3.2 The Contractor shall create bibliographic records for print and electronic materials with cataloguing descriptions, subject headings (if required) and call numbers. The Contractor shall ensure that corporate and personal name headings are verified against the NRC-KM Catalogue and/or the Library of Congress Name Authority File.
- 7.3.3 The Contractor shall deliver shelf-ready print materials to NRC-KM.
- 7.3.4 All shipments shall be delivered to NRC-KM, Information Management Services Directorate, 1200 Montreal Road, building M-55, K1A 0R6 unless otherwise advised. Receiving hours: Monday to Friday, 08:00 to 17:00, excluding statutory holidays. Shipments shall have distinct labelling to identify the Contractor and destination.
- 7.3.5 All shipments shall be accompanied by a list of contents in duplicate. Titles on the packing slip shall match the title as it appears on the item. The Contractor shall use standard book packaging practices for shipments. The Contractor shall have access to a system tracking all shipments and a capability to track where physical items are in the Contractor's shelving/backlog process, particularly for items requiring Rush cataloguing.
- 7.3.6 NRC-KM will specify periods of closure thirty (30) days in advance of closure.

-
- 7.3.7 The volume of Work can be unpredictable. There is a yearly increase in service delivery requirements from approximately February until May. It is anticipated that required turnaround times for Cataloguing and delivery of material from the Contractor to NRC-KM will be shorter toward the end of the GoC's fiscal year (ending March 31).
- 7.3.8 It is anticipated that the majority of the work (98%) will involve English Source materials; 2% will involve Source Materials in another language, e.g. French, Russian, German, Arabic, Asian languages. The majority of the work will require English Catalogue records, with limited demand for French or Tête-Bêche Catalogue records.
- 7.3.9 The Contractor may elect to subcontract portions of the services (for example, cataloguing of materials in languages other than English [i.e. French, German, Russian, Arabic, Asian languages]). The Contractor shall not subcontract any of its obligations under the Contract without prior written consent of NRC. Every subcontractor will be required to conform to the conditions of this Contract.
- 7.3.10 **Task Options – Special Projects**
- Reserved as Special Projects, the Contractor shall provide, as authorized by the NRC-KM Project Authority, any combination of the Base Service Requirements, as defined in 7.3.1-7.3.6 above, for specific batches of library print and electronic materials. Any such requirements will be specified by NRC within a Task Authorization (TA) document, and the Contractor shall require written approval from the NRC-KM Project Authority prior to commencing the delivery of Services under any Special Project (in accordance with the TA procedures and conditions as detailed in the Contract.)
- 7.3.11 The cost associated with any Special Projects so authorized by NRC shall be in accordance with the Contractor's established per unit rates, as established in the Basis of Payment.

7.3.12 Contract Options – Changes to Base Service Requirements

NRC reserves the right to change the scope of the Base Service Requirements. Such changes would typically involve a change to the overall structure or content of the Collection, expansion or reduction of elements to be included within cataloguing standards and/or Special Projects for service delivery. Should such a requirement arise, the Contractor shall provide additional computer and/or person-based resources to support the ongoing delivery of Services in support of any such changes, while maintaining the standards specified in section SW11.0.

7.4 Phase 3 – Contract Phase-Out:

7.4.1 Contract Phase-Out is the period that commences with the establishment of a new arrangement for Library Cataloguing and Processing Services for NRC-KM by NRC to the Contract End Date, whether this is with the Contractor or through another service delivery model (e.g. through repatriation to NRC or transfer to another service provider). It includes additional activities that shall be undertaken by the Contractor to ensure the smooth, efficient and complete transition to a new arrangement for Library Cataloguing and Processing Services for the Collection without interruption of service delivery. NRC-KM anticipates that 45 days may be required for this Phase, which shall include the following:

- Transitioning of services to NRC or NRC's delegated third party (e.g. a new Library Cataloguing and Processing service provider); and
- Transitioning of all assets owned by Canada to NRC or NRC's delegated third party.

7.4.2 Following acceptance of the Contractor's proposed Phase-Out Plan by the NRC-KM Project Authority, the Contractor shall undertake all obligations contained within the Phase-Out Plan, in accordance with the schedule approved by NRC-KM and included within the Plan.

7.4.3 During the Contract Phase-Out period, the Contractor shall provide transfer of knowledge at its own cost to NRC or to NRC's delegated third party, in accordance with the schedule, and the method to be used as outlined in the Contractor's Phase-Out Plan, as accepted by NRC-KM. The Contractor shall respond to queries regarding Contract Phase-Out activities and any in progress work to ensure a smooth transition with the new service provider and to ensure uninterrupted service delivery to NRC.

7.4.4 During the Contract Phase-Out period, the Contractor shall be responsible for maintaining Service Delivery to NRC as per the Contract, and the completion of any in-progress work, in accordance with the Contractor's Phase-Out Plan.

7.4.5 The NRC-KM Project Authority will be responsible for verifying the completion of all contractual requirements and for reviewing all assets and documentation returned/transferred by the Contractor. The NRC-KM

Project Authority will also advise the Contractor of where and when assets and documentation are to be returned and/or transferred.

Deliverables

- 7.5 **Deliverable Format:** Cataloguing records shall be sent via FTP. Deliverables requiring signature shall be delivered in hard copy; all other Deliverables shall be submitted in electronic copy, using NRC standard desktop word processing software, currently Microsoft Office Suite (Word, Excel, Outlook and PowerPoint).
- 7.6 The NRC-KM Project Authority requires that the Contractor be positioned to effectively take over and maintain all activities and responsibilities to provide Collection Cataloguing and Processing to NRC-KM by April 1, 2015, preceded by the Phase 1 transition period.
- 7.7 The Contractor shall submit to the NRC-KM Project Authority all deliverables/services as specified herein. Specific deliverables and service requirements include, but are not limited to, any combination of the following. In addition, optional deliverables/services may be required for Special Projects and related requirements under Phase 2 (e.g. broader or more limited catalogue requirements from the standards, different types of materials, etc.)

7.7.1 PHASE 1 – Transition-In

| Deliverables | Schedule |
|-----------------------------------|---|
| Contractor Work Plan and Timeline | Within 10 business days of the project kick-off meeting |
| Transition-In | As specified in Project Timeline |
| Progress reports | As requested |
| Lessons Learned document | As requested |

7.7.2 PHASE 2 – Ongoing Service Delivery

| Deliverables – Cataloguing and Processing | Schedule |
|--|----------|
| Service Delivery Ongoing Service Delivery as defined in section 7.3. | Ongoing |

| Deliverables – Cataloguing and Processing | Schedule | | | | | | | | | | | | | | |
|--|----------|------------------------|----------------|---------------------|----------------|------------------------------|--------------|-----------------|--|--|---------------|--------------------|--|--|--|
| <p>Cataloguing Original cataloguing</p> <ul style="list-style-type: none"> • Perform original cataloguing when no derived cataloguing is available. • Verify name authorities against Library of Congress Name Authority File and/or the NRC-KM Catalogue. • The detailed information required by NRC-KM in its records are elements of the MARC21 standard. NRC-KM's requirements include, but are not limited to, those identified in the following tables; NRC-KM reserves the right to add additional fields/codes, if and as needed. <ul style="list-style-type: none"> ○ MARC21 Format for Bibliographic Data <i>fixed field</i> requirements: | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th data-bbox="188 667 1442 701" style="text-align: center;">Mandatory Requirements</th> </tr> </thead> <tbody> <tr> <td data-bbox="188 701 1442 734">Type of Record</td> </tr> <tr> <td data-bbox="188 734 1442 768">Bibliographic Level</td> </tr> <tr> <td data-bbox="188 768 1442 801">Encoding Level</td> </tr> <tr> <td data-bbox="188 801 1442 835">Descriptive Cataloguing Form</td> </tr> <tr> <td data-bbox="188 835 1442 869">Type of Date</td> </tr> <tr> <td data-bbox="188 869 1442 902">Date 1 / Date 2</td> </tr> <tr> <td data-bbox="188 902 1442 981">Country of Publication <i>(if applicable)</i></td> </tr> <tr> <td data-bbox="188 981 1442 1037">Form of Item <i>(if applicable)</i></td> </tr> <tr> <td data-bbox="188 1037 1442 1070">Language Code</td> </tr> <tr> <td data-bbox="188 1070 1442 1104">Cataloguing Source</td> </tr> <tr> <td data-bbox="188 1104 1442 1160">Conference Publication <i>(for Books)</i></td> </tr> <tr> <td data-bbox="188 1160 1442 1216">Type of Continuing Resource <i>(for Continuing Resources)</i></td> </tr> <tr> <td data-bbox="188 1216 1442 1283">Entry Convention <i>(if applicable)</i></td> </tr> </tbody> </table> | | Mandatory Requirements | Type of Record | Bibliographic Level | Encoding Level | Descriptive Cataloguing Form | Type of Date | Date 1 / Date 2 | Country of Publication <i>(if applicable)</i> | Form of Item <i>(if applicable)</i> | Language Code | Cataloguing Source | Conference Publication <i>(for Books)</i> | Type of Continuing Resource <i>(for Continuing Resources)</i> | Entry Convention <i>(if applicable)</i> |
| Mandatory Requirements | | | | | | | | | | | | | | | |
| Type of Record | | | | | | | | | | | | | | | |
| Bibliographic Level | | | | | | | | | | | | | | | |
| Encoding Level | | | | | | | | | | | | | | | |
| Descriptive Cataloguing Form | | | | | | | | | | | | | | | |
| Type of Date | | | | | | | | | | | | | | | |
| Date 1 / Date 2 | | | | | | | | | | | | | | | |
| Country of Publication <i>(if applicable)</i> | | | | | | | | | | | | | | | |
| Form of Item <i>(if applicable)</i> | | | | | | | | | | | | | | | |
| Language Code | | | | | | | | | | | | | | | |
| Cataloguing Source | | | | | | | | | | | | | | | |
| Conference Publication <i>(for Books)</i> | | | | | | | | | | | | | | | |
| Type of Continuing Resource <i>(for Continuing Resources)</i> | | | | | | | | | | | | | | | |
| Entry Convention <i>(if applicable)</i> | | | | | | | | | | | | | | | |

o MARC 21 Format for Bibliographic Data *variable field* requirements:

| Tag | Definition | Requirement |
|------------|--|---|
| 007 | Physical Description Fixed Field | Required if applicable |
| 010 | LC Control Number | Required if applicable |
| 020 | ISBN | Required if applicable |
| 022 | ISSN | Required if applicable |
| 040 | Cataloguing Source | Required |
| 090 | LC or Dewey Call Number | Required |
| 1XX | Main Entry | Required if applicable |
| 240 | Uniform Title | Required if applicable |
| 245 | Title Statement | ‡a is Mandatory; ‡b and ‡c are Required if applicable |
| 246 | Varying Form of Title | Required if applicable |
| 247 | Former Title | Required if applicable for Continuing Resources |
| 250 | Edition Statement | Required if applicable |
| 260 | Publication, Distribution, etc. | Required if applicable |
| 264 | Production, Publication, Distribution, Manufacture, and Copyright Notice | Required if applicable |
| 300 | Physical Description | Required if applicable |
| 336 | Content Type | Required if applicable |
| 337 | Media Type | Required if applicable |
| 338 | Carrier Type | Required if applicable |
| 362 | Dates of Publication and/or Sequential Designation | Required if applicable |
| 490 | Series Statement | Required if applicable; treat as "untraced" (first indicator '0') |
| 533 | Reproduction Note | Required if applicable |
| 546 | Language Note | Required if applicable |
| 6XX | LC or RVM Subject Headings | Limit to one 600, 610, 611, 630, 650 or 651 |
| 700 | Added Entry-Personal Name | Required if applicable |
| 710 | Added Entry-Corporate Name | Required if applicable |
| 711 | Added Entry-Meeting Name | Required if applicable |
| 730 | Added Entry-Uniform Title | Required if applicable |
| 776 | Additional Physical Form Entry | Required if applicable |
| 856 | Electronic Location and Access | Required if applicable |

- Quality control:
 - Ensure the accuracy of access point fields. Typographical errors to such fields are considered to be major errors. Catalogue records shall be free of major errors.
 - Access point fields are as follows:
 - Required number fields (LCCN, ISBN, ISSN)
 - Call number (090)
 - Title fields (240, 245, 246, 247, 490, 730, 740, 830)
 - Personal name fields (100, 700)
 - Corporate name fields (110, 710)
 - Meeting name fields (111, 711)
 - Subject heading fields (6XX)
 - Electronic location and access: ‡u must be accurate
 - All other errors (e.g., typographical errors in non-access point fields, end-of-field/subfield punctuation errors) are considered to be minor errors. The acceptable maximum number of minor errors is 4 per catalogue record.

Derived cataloguing requirements

- Accept copy from any cataloguing agency. NRC-KM prefers copy from the Library of Congress (including Program for Cooperative Cataloguing records). In the absence of such copy, copy from another cataloguing agency will suffice.
- Accept copy as is (including cataloguing-in-publication copy), with the following requirement:
 - Verify name headings against Library of Congress Name Authority File and/or the NRC-KM Catalogue.
- Quality control
 - Title field (245 ‡a and ‡b) shall be checked for accuracy and be error-free.

General requirements

- Cataloguing:
 - Using RDA/AACR2 and MARC21, catalogue monographs and serials in print and electronic format.
 - When NRC-KM provides the Contractor with the same title in both print and electronic format, provide separate records for each format.
 - Language of cataloguing:
 - Ongoing cataloguing: English
 - Some special projects: English or French or Tete-beche catalogue records
- Delivery of MARC records:
 - Records to be delivered to Contractor's FTP server for retrieval by NRC-KM.
 - Records to be delivered in file format ".mrc" or ".txt" (this is in order of preference).
 - Records for ongoing NRC-KM cataloguing and those for NRC-KM special projects shall be delivered in separate files.
 - Records to be delivered to NRC-KM within 28 calendar days of the Contractor's receipt of physical materials or notification of electronic materials for cataloguing.
- Other requirements:
 - Market Research Reports, of which there will be approximately 25 annually, are confidential and are only distributed by NRC-KM to authorized users. For this reason, the Contractor shall maintain compliance with the Confidentiality, Non-Disclosure and Non-Removal from the worksite certification.

| | |
|--|--|
| Processing <ul style="list-style-type: none"> • Fully processed shelf-ready physical materials: <ul style="list-style-type: none"> ○ Serials: stamping, labelling <ul style="list-style-type: none"> ▪ No label protectors ○ Monographs: stamping, labelling, barcoding <ul style="list-style-type: none"> ▪ Generic (not smart) barcodes ▪ No label or barcode protectors ○ Other physical materials (e.g., CD-ROMs, DVDs): labelling, barcoding <ul style="list-style-type: none"> ▪ Generic (not smart) barcodes ▪ No label or barcode protectors • Quality control <ul style="list-style-type: none"> ○ Labels shall be affixed to the correct item. ○ Stamps shall be placed on the correct pages/covers. ○ Barcodes shall be straight and correctly placed on the item. | |
| Shipping/receiving (including physical materials verification) <ul style="list-style-type: none"> • Verification that correct materials have been received by the Contractor (e.g. verification against order or packing slips). • Pre-processing inspection of physical items to ensure good condition of materials. • Catalogued, shelf-ready items to be shipped to NRC-KM or designated address (for special projects) within 28 calendar days of the Contractor's receipt of materials. | |
| Invoicing <ul style="list-style-type: none"> • Separate invoicing shall be provided for ongoing NRC-KM services and special projects. | |
| Deliverables – Cataloguing and Processing | Schedule |
| Reporting | Quarterly and Annually or as required. |

7.7.3 PHASE 3 – Contract Phase-Out

| Deliverables – Contract Phase-Out | Schedule |
|------------------------------------|---|
| Phase-Out Plan | As requested by the NRC-KM Project Authority |
| Certification of Completion | At the successful completion of all Transition-Out Activities |

SW8.0 CONTRACTOR RESOURCE REQUIREMENTS

8.1 Resource Qualifications

8.1.1 The Contractor shall provide the services of a team of resources to NRC-KM. The team shall consist of one (1) designated Project Manager responsible for overall project direction. In addition, the Contractor shall provide the services of the following Resources required for the provision of Services to NRC-KM under each Phase of the Contract:

- Cataloguers;
- Processors; and

- Shippers.

8.1.2 The following table defines the activities and minimum qualifications for each of the required Resource Categories. At a minimum, deployed Resources shall meet the stated qualifications and required experience, as defined herein, for the Resource Category in which they are to perform the work, as accepted by the NRC-KM Project Authority, in order to deliver service in accordance with the Contract.

The number of Resources to be deployed is the responsibility of the Contractor, as per its Proposal. The Contractor shall be responsible for ensuring sufficient resource levels to meet NRC-KM's volumes and turnaround requirements. NRC-KM reserves the right to require the Contractor to undertake resource additions should Contractor resource levels not meet (in NRC-KM's exclusive opinion) NRC-KM's expectations regarding volumes and turnaround requirements.

Resources may be deployed in more than one (1) Resource Category, provided the above condition is met.

| Resource Category | Minimum Resource Qualifications |
|---|--|
| <p>Project Manager</p> <p>The most senior personnel of the Contractor who exercises project sign-off authority on behalf of the Contractor and negotiates final agreement for the project on behalf of the Contractor.</p> <p>The Project Manager shall manage NRC-KM client interactions, have effective control over Contractor resources and be in charge of service delivery ensuring that materials are accurately catalogued, processed and delivered to NRC-KM and NRC-KM project participants. Notwithstanding the above, as noted in the SOW, the Project Manager shall provide status/performance updates to the NRC-KM Project Authority on a quarterly basis or as required.</p> <p>It is desirable that the Project Manager have demonstrated experience and knowledge in Library Sciences.</p> | <p>The Project Manager shall possess, as a minimum:</p> <p>a) at least one (1) of the following professional qualifications relevant to project management services:</p> <ol style="list-style-type: none"> I. professional designation; or II. degree(s), diploma(s), certificate(s) from a recognized post-secondary institution <p style="text-align: center;">-OR-</p> <p>b) five (5) cumulative years experience related directly to the provision of project management services</p> <p style="text-align: center;">-AND-</p> <p>c) experience managing the delivery of Library Cataloguing and Processing Services similar in nature to NRC-KM's requirements as defined in the SOW, whether in the public or private sector. This experience MUST have been obtained during the past ten (10) years.</p> <p>The Project Manager shall possess demonstrated experience and knowledge in the following areas:</p> <ol style="list-style-type: none"> a) proven ability to lead, manage and support a team and function with a minimum of supervision; b) good interpersonal skills; c) ability to solve problems quickly; d) monitoring of team performance; e) service level status reporting; and f) business administration or office management. |

| Operational Resources | |
|--|--|
| Resource Category | Minimum Resource Qualifications |
| <p>Cataloguer Accurately catalogue print and electronic monographs and serials according to international standards.</p> <p>It is NRC-KM's preference that the Contractor name, provide and maintain more Cataloguers with the professional designation of MLIS or Library Technician (the first two options in the right-hand column).</p> | <p>The Cataloguer shall possess, as a minimum:</p> <p>a) a Master of Library and Information Science (MLIS); AND one (1) year experience cataloguing materials according to international standards. This experience MUST have been obtained during the past ten (10) years</p> <p>-OR-</p> <p>b) a Library Technician diploma; AND two (2) cumulative years experience cataloguing materials according to international standards. This experience MUST have been obtained during the past ten (10) years</p> <p>-OR-</p> <p>c) five (5) cumulative years experience cataloguing materials according to international standards. This experience MUST have been obtained during the past ten (10) years.</p> |
| <p>Processor Stamp, label and barcode physical library materials (i.e. monographs and serials) accurately.</p> | <p>The Processor shall possess, as a minimum:</p> <p>a) two (2) cumulative years experience processing physical library materials.</p> |
| <p>Shipper/Receiver Verify goods and packing lists, and package and securely ship items from the Contractor to NRC-KM.</p> | <p>The Shipper/Receiver shall possess, as a minimum:</p> <p>a) one (1) cumulative year experience in shipping/ receiving (including physical materials verification).</p> |
| <p>NOTE: The Contractor shall have at least one (1) Resource possessing a MLIS either as part of the project team or with whom the Project Manager has a direct reporting relationship.</p> | |

8.2 Unavailability of Named Resources

- 8.2.1 The Contractor shall provide the services of the Project Manager and the identified primary MLIS resource named in the Contractor's Proposal and under the Contract to perform the work, unless the Contractor is unable to do so for reasons beyond his/her control.

-
- 8.2.2 If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.
- 8.2.3 Any cost associated with the replacement of personnel shall be at the Contractor's expense.
- 8.2.4 The Contractor shall, before replacing any specific person named in the Contract, provide notice in writing to the NRC-KM Project Authority containing: (a) the reason for the removal of the named person from the Work; and (b) the name, qualifications and experience of the proposed replacement person.
- 8.2.5 Should the proposed replacement resource not meet or exceed the ability/attainment of the resource that they are proposed to replace, the NRC-KM Project Authority reserves the right to refuse the proposed replacement resource. The Contractor shall not, in any event, allow performance of services by unauthorized replacement persons.
- 8.2.6 Acceptance of a replacement person by the NRC-KM Project Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.
- 8.2.7 The NRC-KM Project Authority may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 9.2.2 and paragraph 9.2.4 (b), secure a further replacement.
- 8.2.8 The NRC-KM Project Authority requires that effective and continuous control be maintained throughout the duration of the Contract. If the Contractor is to provide replacement resources, the Contractor warrants that it will provide the required support to ensure a smooth transition from one resource to another, at no cost to NRC-KM.
- 8.2.9 NRC-KM as Project Authority reserves the right to require the Contractor to undertake resource replacements should Contractor resource(s) not meet (in NRC-KM's exclusive opinion) NRC-KM's expectations regarding knowledge, experience, skills and/or abilities.

8.3 **Operational Resources**

- 8.3.1 For those resources assigned to perform the work but not named in the Contractor's Proposal, replacement is entirely the Contractor's own responsibility.
- 8.3.2 The Contractor may deploy Operational Resources in training, in lieu of their minimum experience qualifications, provided the Contractor deploys a Resource who shall be responsible and provide oversight of trainee staff and who shall meet, at a minimum, the qualifications in relation to the Resource Category to which they are assigned. The required minimum education qualifications of any deployed Cataloguer will not be waived by

NRC-KM.

At the request of the NRC-KM Project Authority, the Contractor shall submit proof of compliance with the above qualifications requirements for any Operational Resources deployed as supervisors. In addition, the Contractor shall have adequate quality control measures in place to ensure that cataloguing meets NRC-KM's requirements and is done within the proper turnaround time.

SW9.0 APPROACH AND METHODOLOGY

- 9.1 The management by the Contractor of service delivery of Library Cataloguing and Processing Services shall be undertaken in accordance with all applicable Acts, Codes, NRC and/or federal government regulations, policies and procedures.
- 9.2 The Contractor shall ensure that all resources deployed in the provision of services under the Contract are properly trained and qualified to fulfil their responsibilities. In addition, the Contractor shall ensure that all of its deployed resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.
- 9.3 In providing Library Cataloguing and Processing Services, the Contractor shall utilize an effective approach and methodology, in conformance with the Contractor's proposed approaches and methodologies as accepted by NRC, which shall be based on / conform to industry standards, and where applicable, GoC approved approaches, within each of the following areas:
 - 9.3.1 Project management and control;
 - 9.3.2 Quality and compliance assurance;
 - 9.3.3 Work planning and management; and
 - 9.3.4 Staffing and scheduling.
- 9.4 Notwithstanding anything proposed by the Contractor as methodologies and approaches in support of the provision of Library Cataloguing and Processing Services, the Contractor shall employ NRC-KM's cataloguing standards required to fulfill the requirements of this SOW and operate in compliance with SW10.0 General Performance and Quality Assurance.

SW10.0 GENERAL PERFORMANCE AND QUALITY ASSURANCE

- 10.1 In providing Library Cataloguing and Processing Services to NRC-KM, the Contractor shall, at a minimum, conform to the following performance standards and quality assurance requirements:
 - 10.1.1 **Efficient time management**

The Contractor shall deliver the materials by the deadlines proposed in the Contractor's Proposal, and as accepted by NRC-KM, for both rush and standard delivery and in accordance with the Contractor's proposed delivery standard for materials delivered around fiscal year end, to ensure that acquisitions made by NRC-KM are delivered and billed by March 31. Records

and catalogued, shelf-ready items are to be delivered to NRC-KM or designated address (for special projects) within 28 days of the Contractor's receipt of physical materials or notification of electronic materials for cataloguing.

Rush cataloguing requests are in response to client requests and will be classified as such by NRC-KM. At a minimum, for electronic materials, the turnaround time is 24 hours once the rush request has been placed by NRC-KM; for physical materials, 72 hours to allow for shipping.

10.1.2 Quality Assurance

The Contractor shall provide and maintain a Quality Assurance Program that ensures timeliness of services; responsiveness of staff; accuracy and quality of materials, delivered in accordance with NRC-KM Cataloguing and Processing requirements and standards; and services to improve the quality of Services.

- 10.2 NRC-KM will periodically monitor Contractor service levels for delivery turnaround times (per item), as per Contractor Performance Reports, and quality in accordance with cataloguing requirements and standards. All reports, deliverables, documentation and services rendered are subject to the inspection and approval of the NRC-KM Project Authority or a designated representative.
- 10.3 NRC-KM reserves the right, during the Contract, to inspect the Contractor's premises to ensure they are secure and appropriately organized.
- 10.4 The NRC-KM Project Authority reserves the right to verify completion of any/all services/deliverables rendered by the Contractor. Should any deliverable or service provided not be to the satisfaction of the NRC-KM Project Authority, as submitted, the NRC-KM Project Authority will have the right to reject it or to require correction by the Contractor before any payment to the Contractor will be authorized by NRC-KM.
- 10.5 Should the Contractor not meet the quality standards defined herein, NRC-KM will request an action plan for proposed correction of identified inconsistencies and improvement of the Contractor's QA Program to ensure inconsistencies do not recur.

SW11.0 REPORTING, MEETING AND COMMUNICATION REQUIREMENTS

- 11.1 In addition to ad-hoc reports as directed by the Project Authority, the Contractor shall submit a written Performance Report to the NRC-KM Project Authority on a quarterly basis, including, but not limited to, how many items were catalogued within the period reported upon, and issues in quality control (e.g. number of errors, damaged materials). The Report shall be delivered in both hard and electronic copy.
- 11.2 In addition to status meetings as requested by the Project Authority, the Contractor shall attend and participate in an Administration Meeting with the NRC-KM Project Authority at NRC-KM's facilities on an annual basis. The purpose of this meeting is to discuss day-to-day activities relating to the ongoing operations of the Service delivery by the Contractor. Topics may include, but are not limited to:
- a) Issues related to the provision of services, such as but not limited to errors reported,

needing attention, or resolved; changes related to the cataloguing operation or process; and chronic problem areas, action plans, and pending planning activity; and

- b) Status and outcomes of activities and special projects planned, carried out, and in progress, including any identified risks, setbacks or delays that may affect schedules.

- 11.3 It is the responsibility of the Contractor to facilitate and maintain regular communication with the NRC-KM Project Authority. The Contractor is to immediately notify the NRC-KM Project Authority of any issues, problems, or areas of concern that could adversely affect the ability of the Contractor to complete the work specified under the Contract or to adhere to the schedule of deliverables as specified in Section SW7.0 Deliverables and in the Contractor's Project Plan and Timeline, as they arise.

SW12.0 RISKS AND CONSTRAINTS

- 12.1 The historic numbers of volume and types of requests may be subject to unforeseeable changes, upwards or downwards, based on changes in demand. The Contractor shall develop the ability within its operations to be able to expand and adapt to meet either increases or decreases in volume or requirements at any time during the life of the Contract.

SW13.0 CONTRACTOR RESPONSIBILITIES

- 13.1 In fulfilling the terms and conditions of Contract, the Contractor agrees to:
- 13.1.1 Provide a mutually agreed-upon principal Point of Contact for the Contractor (Project Manager), who will be actively involved in, and responsible for, all activities undertaken;
 - 13.1.2 Provide a work plan, schedule and confirmation of any previously provided estimates of all effort, timelines and milestones, prior to the commencement of work on each Phase of the project;
 - 13.1.3 Provide an FTP server accessible by username and login only by the Contractor and NRC-KM from which NRC-KM can retrieve catalogue records;
 - 13.1.4 Have accounts to relevant bibliographic utilities;
 - 13.1.5 Complete assigned work according to pre-defined schedules and standards;
 - 13.1.6 Provide Quality Assurance monitoring on all deliverables and services, and
 - 13.1.7 As required, liaise with the NRC-KM Project Authority and stakeholders identified by the NRC-KM Project Authority for meetings, project reviews and other related project management activities.
- 13.2 It is the responsibility of the Contractor to, at all times, conduct itself and to ensure the performance of its deployed personnel in accordance with the terms and conditions of

the Contract in the completion of all work.

SW14.0 GOVERNMENT SUPPORT

- 14.1 NRC-KM will provide the following as required for the completion of the work under the Contract:
- 14.1.1 Access to online public catalogue and/or the NRC-KM Project Authority and/or NRC-KM's personnel as required for meetings and the successful provision of Library Cataloguing and Processing Services;
 - 14.1.2 Loading of data into NRC-KM's catalogue;
 - 14.1.3 Review of reports/submissions, as required, and the provision of comments/suggested revisions, in a timely manner;
 - 14.1.4 Negotiation and establishment of any changes in scope, work or rates that result in an amendment to the Contract in conjunction with the Contracting Authority; and
 - 14.1.5 Provision of all necessary data and documentation to support transition of the Library Cataloguing and Processing Service from NRC-KM to the Contractor.

SW15.0 LOCATION OF WORK AND TRAVEL

15.1 Location of Work

- 15.1.1 It is anticipated that the work will be conducted at the Contractor's work location(s).

15.2 Travel Requirements

15.2.1 Meetings

The Contractor may be required to attend an annual face-to-face meeting with the NRC-KM Project Authority and/or any NRC stakeholders at NRC-KM's facilities within the National Capital Region. Additional meetings may take place via teleconference or video presence at the mutual agreement of NRC-KM and the Contractor.

- 15.2.2 The Contractor is responsible for its own costs for travel and related expenses to conduct work or attend any meetings.

SW16.0 LANGUAGE OF WORK

- 16.1 The Contractor shall provide all written deliverables and reports to NRC-KM in English.
- 16.2 The Contractor shall ensure that all verbal and written communication with NRC-KM is in English.
- 16.3 The Contractor shall have the ability to read languages other than English as text of the monograph/serial could be in a language other than English.

- 16.4 The Contractor shall have the ability to provide French-language cataloguing when required.

SW17.0 SECURITY REQUIREMENTS AND INSURANCE

- 17.1 This Contract does not contain a security requirement.

- 17.2 The Contractor SHALL NOT remove any government information or assets from the identified work site(s) and the Contractor shall ensure that its personnel are made aware of and comply with this restriction.

17.3 Insurance Requirements

- 17.3.1 Commercial General Liability insurance shall be provided and maintained by the Contractor at its own expense. It is estimated that the cumulative value of NRC-KM materials that may be on-site at the Contractor's work location during the peak period of February to May will be \$200,000.00.
- 17.3.2 The Contractor accepts responsibility for recovery and safe and timely return of materials loaned from the NRC-KM Print Collection. The Contractor accepts liability for materials from the Print Collection that may be lost, stolen, or otherwise irretrievable, require repair, or are damaged beyond repair.

6.0 **EVALUATION CRITERIA**

6.1 **GENERAL**

- 6.1.1 Bidders **MUST** ensure that their Proposal provides sufficient evidence for the Evaluation Committee to assess the compliance of the Proposal with the criteria listed in this RFP. It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable the Committee to complete its evaluation.

It is strongly encouraged that Bidders use the following suggested proposal format when preparing and submitting a proposal. Bidders should present proposals in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by the following factors:

- a. Ordering/structuring the proposal to match the order and sequence of the Mandatory and Point-Rated Criteria in the RFP;
 - b. Including tabs between the sections of the Proposal; and
 - c. Including a separate section per Mandatory Requirement and Point-Rated Criterion.
- 6.1.2 Bidders **MUST** include any reference material they wish to be considered for evaluation **within** their Proposal. Any material or documents outside the Proposal shall **not** be considered (for example, should the Bidder wish to provide screen shots of its website, etc., for evaluation, copies or printouts of website material **MUST** be included within the Proposal). URL links to the Contractor's website will **not** be considered by the Evaluation Committee. No prior knowledge of or experience with the Bidder on the part of the Evaluation Team will be taken into consideration by the Evaluation Team.
- 6.1.3 The onus is on the Bidder to demonstrate how information provided in its Proposal is relevant to its capability as a Contractor to meet NRC's requirements as described in the Statement of Work.
- 6.1.4 The term "Bidder" means, as applicable, the legal entity proposed as the Contractor to fulfill the work under any resulting Contract. In the case of a Joint Venture the term "Bidder" means each of the legal entities proposed as the Contractor to fulfill the work under any resulting Contract. In the case of a Consortium or Partnership, the term "Bidder" means the legal entity with authorization to sign any resulting Contract on behalf of the Parties. In the case of Proposals submitted as a Joint Venture, the combined experience of the Parties forming the Joint Venture will be considered in the evaluation of the experience of the Bidder.
- 6.1.4.1 If the information from an Experience/Contract/Project Summary reference is drawn from a Corporate entity's experience, the onus is on the Bidder to demonstrate how this information is relevant to the Bidder's capabilities to meet the rated items of this section.

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- 6.1.4.2 If the Bidder is a Joint Venture or Partnership, the information required on management experience should only be based on the experience of the particular Joint Venture partner (or its corporate entity) that is named by the Bidder to carry out the management responsibilities in the proposed Contract. If more than one partner within the Joint Venture is proposed to actually manage the delivery of Library Cataloguing and Processing Services, then the information required above may stem only from any one (1) or more of the Joint Venture members (or their corporate entities) that will actually manage the delivery of Library Cataloguing and Processing Services. The lead company in the Joint Venture **must** be clearly identified.
- 6.1.5 Named Resource Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a professional work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.
- 6.1.6 Bidders are advised that the month(s) of individual Resource Experience listed for a project in which the time frame overlaps that of another referenced project for the same named resource will only be counted once. For example: Project #1 time frame is July 2013 to December 2013 (i.e. 6 months); Project #2 time frame is October 2013 to January 2014 (i.e. 4 months); the total months of experience for these two project references is seven (7) months [i.e. months in which work took place (10 months – 3 months of overlapping work time, being the period from October to December 2013)].
- 6.1.7 **Evaluation Committee**
The Proposal evaluation will be conducted by NRC. Outside consultants and other government subject-matter experts may assist the evaluation team. Non-government members will be required to sign a Declaration of No Conflict of Interest and Declaration of Confidentiality prior to the commencement of the evaluation process.
- 6.1.7.1 **Requests for Clarification**
Should NRC require clarification on any information provided in the Bidder's Proposal, the Bidder will be required to provide such clarification, in writing, to the Contracting Authority **within two (2) business days** of having received the request for clarification from the Contracting Authority, unless otherwise agreed to in writing by the Contracting Authority. No new information may be introduced within the Bidder's response to a request for clarification.
- If the clarification of a Mandatory Requirement is not provided within the stipulated time frame, that applicable area may be deemed non-compliant.
- If the clarification of a Point-Rated Criterion is not provided in the stipulated time frame, that applicable area may receive a score of "0".

6.1.8 Proposals will be evaluated as follows:

6.1.8.1 Mandatory Requirements

The Evaluation Committee will first evaluate all proposals on the basis of the Mandatory Requirements. Bidders will be evaluated on a meet/does not meet basis. The Bidder's Proposal **MUST** meet all Mandatory Requirements for the Bidder's Proposal to be considered for further evaluation. Failure on the part of the Bidder to meet any one (1) of the applicable Mandatory Requirements will result in the Proposal being deemed non-compliant, and no further consideration will be given thereto.

6.1.8.1.1 Reference Checks – Bidder Contract/Project Summaries

NRC reserves the right to contact the referenced client project references to verify the accuracy of information provided by the Bidder. Failure on the part of the Bidder to provide accurate and current contact information may result in the Bidder's Proposal being deemed non-compliant and being given no further consideration in the evaluation process. NRC reserves the right to forward the text provided by the Bidder on a contract/project reference to the identified client reference for verification purposes. The copy will be provided to the client reference in advance of the reference check. A reference check will then be conducted with the identified client reference to verify the various elements of the Contract/Project Summary reference. For any discrepancies resulting from the reference check, NRC may re-contact the Bidder in writing for a written clarification. The assessment of the Bidder's original response for the Contract/Project Summary will then be finalized taking into account the results of the validation process described herein.

6.1.8.2 Point-Rated Criteria

Proposals meeting all Mandatory Requirements will be evaluated and point-rated against the Point-Rated Criteria, using the evaluation factors and weighting indicators specified for each criterion. The Bidder's Proposal **MUST** meet or exceed the minimum score pass marks on the Point-rated Criteria in order to be evaluated on the basis of the Bidder's Financial Proposal. Proposals failing to meet any of the minimum score pass marks will result in the Proposal being deemed non-compliant, and no further consideration will be given thereto.

6.1.8.3 Financial Evaluation

The Financial tables of section 6.5 below **MUST** be included with the Bidder's Financial Proposal. Failure on the part of the Bidder to provide the information requested within the Financial Proposal tables will result in NRC deeming the Bidder to be non-compliant, with the Proposal being given no further consideration by NRC.

Bidders **MUST** provide a fixed all-inclusive per unit rate (\$CAD) for completion of the work for each of the items indicated within the tables. (Note: rates are not to be quoted as ranges).

Each fixed all-inclusive per unit rate **MUST** be inclusive of all payroll, overhead costs and profits required for the Bidder to complete the work under the Contract. The Bidder's fixed all-inclusive per unit rates shall be exclusive of the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST). Any amounts for taxes will be added at time of Task Authorization.

6.1.9 Within the steps identified in 6.1.8 above, **each Proposal will be evaluated separately**, against the Mandatory Requirements and Point-Rated Criteria.

The Selection and Evaluation Process for Proposals consists of the following three (3) stages:

- Stage 1 -** Bidders will be evaluated on Mandatory Requirements M1-M8. Bidders meeting ALL of M1-M8 will be evaluated on the basis of the Point-Rated Criteria.
- Stage 2 -** Bidders meeting the minimum required pass marks on designated individual criteria and the overall pass mark of 70% on the Point-Rated Criteria R1-R5 will be assessed on their Financial Proposal.
- Stage 3 -** Only those Bidders compliant with each of stages 1-2 above will be evaluated on the basis of their Financial Proposal and eligible to be considered for Contract Award.

Bidders failing to meet any of the above will be deemed non-compliant at the stage where they fail to meet the above, and will be given no further consideration beyond that stage.

6.2 SUGGESTED PROPOSAL FORMAT

To assist Bidders in preparing their Proposals, the following section provides a suggested format/content for Experience/Contract/Project Summaries and CV of proposed Resources. Bidders are reminded that it is their sole responsibility to ensure that Proposals are sufficiently detailed to provide sufficient information for NRC to complete its evaluation.

6.2.1 BIDDER EXPERIENCE

Within each project summary provided in response to Mandatory Requirement **M2**, the Bidder should indicate (a-f):

- a) a summary of the scope, role and deliverables within the project;
- b) a description of the services provided by the Bidder;
- c) the organization of the Bidder and its proposed resources in the project, including any subcontracting or partnerships undertaken by the Bidder to complete the project;
- d) the (CAD) dollar value of the project to the Client;
- e) a description of any challenges or constraints encountered in the project and any mitigation measures attempted or employed by the Bidder/Resource; and
- f) the outcome and results of the Bidder's/Resource's contributions, together with the extent to which the project finished on-time, on-budget and in accordance with the established project objectives and timelines.

NRC reserves the right to contact the named client project references to verify the information contained within the submitted project summaries and to provide the client references with the text of the Bidder's Proposal relating to them, as provided in 6.1.8.1.1, above.

6.2.2 CURRICULUM VITAE (CV)

As stated in Mandatory Requirement **M4**, the Bidder **MUST** include a detailed Curriculum Vitae (CV) for **each** Resource (Project Manager and Team Resources) named in its Proposal.

CVs should include (a-d):

- a) chronological work experience (indicated in years/months);
- b) a detailed listing of relevant project experience (in years/months) and role played in each project;
- c) relevant educational and professional designation attainments and all other academic credentials; and
- d) linguistic capacity (English and French, and other) including the degree of fluency in each of the following: Written, Oral and Comprehension.

6.3 MANDATORY REQUIREMENTS

6.3.1 A Bidder's Proposal **MUST** meet **ALL** Mandatory Requirements (M1-M8) in order for the Proposal to be deemed compliant and considered for further evaluation. Failure on the part of the Bidder to meet any one (1) of the Mandatory Requirements will result in its Proposal being deemed non-compliant, with the Proposal being given no further consideration.

| MANDATORY REQUIREMENT | Page # | COMPLIANT (YES/NO) |
|---|--------|--------------------|
| <p>M1 Certification of Financial Capacity</p> <p>1.1 At the Corporate level, the Bidder MUST possess the financial capacity to meet NRC's requirements for Library Cataloguing and Processing Services. In order to demonstrate compliance with this requirement, the Bidder MUST demonstrate that its annual revenue is a minimum of \$300,000.00 (CAD) for any part of the Bidder's business.</p> <p><i>As evidence of compliance with this Mandatory Requirement, the Bidder MUST provide its latest Annual Report (for public companies only) and/or its annual sales, number and dollar value of contracts completed (i.e. accounts receivable) for the last three (3) years (for both private and public companies).</i></p> | | |

| MANDATORY REQUIREMENT | Page # | COMPLIANT (YES/NO) |
|--|--------|--------------------|
| <p>M2 Bidder Experience</p> <p>2.1 The Bidder MUST have been in the business of cataloguing for a minimum of five (5) years.</p> <p>2.2 The Bidder MUST provide three (3) examples of work projects carried out by the Bidder that are comparable to the requirements stated in the Statement of Work in providing Cataloguing and Processing Services (as defined therein) of research/academic materials.</p> <p>2.3 For each Project provided in compliance with this requirement, the Bidder MUST provide a brief summary of the work and the dates when the work was carried out (start and end).</p> <p>2.4 At least one (1) of the projects provided in compliance with this requirement MUST have been in the provision of services to an institution with a collection of Scientific, Technical and Medical subject matter.</p> <p>2.5 At least one (1) of the projects provided in compliance with this requirement MUST have been in the provision of services to an institution with a collection of comparable size and complexity to NRC-KM's Collection.</p> <p><i>For the purposes of this Criterion, a collection of comparable size and complexity to NRC-KM's Collection is defined as a collection that acquires up to 5000 items per year, and includes both original and derived cataloguing.</i></p> <p>2.6 At least one (1) of the projects provided in compliance with this requirement MUST demonstrate the Bidder's experience in successfully completing a project requiring the use of the MARC21 and AACR2/RDA standards.</p> <p><i>For the purposes of this Criterion, successful completion is defined as the acceptance by the client of the Bidder's output files.</i></p> | | |

| MANDATORY REQUIREMENT | Page # | COMPLIANT (YES/NO) |
|--|--------|--------------------|
| <p>M3 Client Project References</p> <p>3.1 The Bidder MUST provide a client reference for each of the three (3) project summaries provided in compliance with Mandatory Requirement M2. Client references MUST have been responsible for the review or acceptance of the Bidder's deliverables under the cited reference Project.</p> <p>3.2 At a minimum, the Bidder MUST provide for each client reference:</p> <ul style="list-style-type: none"> a) The name of the client (person) providing the reference; b) The name of the client organization for which the Bidder provided Cataloguing and Processing Services during the Project; c) The position of the client reference within the client organization; and d) Contact information for the client reference, including at a minimum, at least one (1) of a current: telephone number, fax number or e-mail address. <p>It is the Bidder's sole responsibility to provide valid contact information for a client reference currently available within the client organization. In the event the contact information provided by the Bidder is not valid (e.g. number not in service) NRC reserves the right to request a replacement means of contact for the same named client reference.</p> <p><i>NRC reserves the right to contact client project references to verify the accuracy and veracity of the information provided within the Bidder's Proposal with respect to the client project. In the event NRC chooses to contact the named client references and one (1) or more client reference provides a negative response with respect to the accuracy or veracity of the information provided within the Bidder's Proposal, the Bidder's Proposal will be deemed non-compliant with no consideration thereto.</i></p> | | |

| MANDATORY REQUIREMENT | Page # | COMPLIANT (YES/NO) |
|---|--------|--------------------|
| <p>M4 Team Resources</p> <p>4.1 The Bidder MUST propose a qualified named Resource who will fulfill the role of Project Manager for any resulting Contract. The proposed Project Manager MUST meet, at a minimum, the minimum qualification and experience requirements for this role, as defined in the SOW, SW8.0 Contractor Resource Requirements.</p> <p>4.2 In addition, the Bidder MUST propose its Team of Resources who will provide services to NRC, in accordance with the Resource Categories and the minimum qualification and experience requirements for each defined in the SOW, SW8.0 Contractor Resource Requirements.</p> <p>4.3 The Bidder MUST include within its Proposal, evidence that at least one (1) Resource possessing a MLIS works at the Bidder's location and is proposed to provide services to NRC. <i>For the purposes of this Criterion, evidence is defined as a traceable number or certificate.</i></p> <p>4.4 The Bidder MUST include within its Proposal a detailed curriculum vitae (CV) for each proposed Resource named in the Proposal.</p> | | |

| Mandatory Requirement | Page # | COMPLIANT (YES/NO) |
|--|--------|--------------------|
| <p>M5 Language Capabilities</p> <p>5.1 The Bidder MUST demonstrate that the Bidder is able to provide English- and French-language Cataloguing and Processing of English and French library materials.</p> <p>5.2 The Bidder MUST demonstrate how the Bidder will provide English- and French-language Cataloguing and Processing of materials of other source languages (e.g. German, Russian, Arabic, Asian languages).</p> | | |

| Mandatory Requirement | Page # | COMPLIANT (YES/NO) |
|---|--------|--------------------|
| <p>M6 Proposed Approach and Methodology</p> <p>6.1 The Bidder MUST indicate, through a written description, its proposed approach and methodology to be utilized in the provision of Library Cataloguing and Processing Services to NRC under any resulting Contract.</p> <p>6.2 The Bidder MUST include and describe the location(s) from which the Bidder proposes to provide services to NRC-KM, including if and how print materials could be shipped direct to the Bidder from vendors and still ensure that NRC-KM does not breach a 30 days payment schedule (i.e. NRC-KM must receive, verify and make payment to vendors within no less than 30 days of shipment).</p> <p>6.3 The Bidder MUST include its proposed turnaround times for completed NRC-KM materials from date/time of receipt of the materials from NRC-KM, for each of the following:</p> <p>a) Serial Original Record (English-language cataloguing) – standard turnaround;</p> <p>b) Serial Original Record (English-language cataloguing) – RUSH turnaround;</p> <p>c) Monograph Original Record (English-language cataloguing) – standard turnaround;</p> <p>d) Monograph Original Record (English-language cataloguing) – RUSH turnaround;</p> <p>e) Serial Derived Record (English-language cataloguing) - standard turnaround;</p> <p>f) Serial Derived Record (English-language cataloguing) - RUSH turnaround;</p> <p>g) Monograph Derived Record (English-language cataloguing) - standard turnaround;</p> <p>h) Monograph Derived Record (English-language cataloguing) - RUSH turnaround;</p> <p>i) Serial Original Record (French-language cataloguing) – standard turnaround;</p> <p>j) Serial Original Record (French-language cataloguing) – RUSH turnaround;</p> <p>k) Monograph Original Record (French-language cataloguing) – standard turnaround;</p> <p>l) Monograph Original Record (French-language cataloguing) – RUSH turnaround;</p> <p>m) Serial Derived Record (French-language cataloguing)- standard turnaround;</p> <p>n) Serial Derived Record (French-language cataloguing) - RUSH turnaround;</p> <p>o) Monograph Derived Record (French-language cataloguing)- standard turnaround;</p> <p>p) Monograph Derived Record (French-language cataloguing) - RUSH turnaround.</p> <p>The Bidder MUST provide its proposed turnaround times (a through p above), for each of:</p> <p>Print Materials: English or French language source material;</p> <p>Print Materials: other language(s) source material;</p> <p>Electronic Materials: English or French language source material;</p> <p>Electronic Materials: other language(s) source material.</p> <p><i>The Bidder's description MUST be sufficiently detailed to enable NRC to assess it against the evaluation factors outlined in Point-Rated Criterion R3.</i></p> | | |

| Mandatory Requirement | Page # | COMPLIANT (YES/NO) |
|---|--------|--------------------|
| <p>M7 Proof of Proposal Demonstration</p> <p>7.1 The Bidder MUST include within its Proposal, six (6) samples of Catalogue Records completed by the Bidder in the standard formats of MARC21 and AACR2/RDA.</p> <p>7.2 The samples provided in compliance with this requirement MUST include 2 original monographs records; 2 original serials records; 1 derived monograph record; 1 derived serial record. Samples of derived records should, if possible, be non-LC.</p> <p><i>Further, Bidders are advised to refer to Point-Rated Criterion R5 for additional information in relation to the rated evaluation of the samples.</i></p> | | |

| Mandatory Requirement | Page # | COMPLIANT (YES/NO) |
|--|--------|--------------------|
| <p>M8 Certification of Confidentiality, Non-Disclosure and Non-Removal of Government Property from the Work Site</p> <p>In the event the Bidder is awarded any Contract, its signature below represents binding commitment to maintain the following:</p> <p>1. Confidentiality Agreement The Contractor acknowledges that in the course of its work under his Contract, the Contractor may be given access to confidential, personal and/or proprietary information or documentation belonging to the Crown or to third parties. The Contractor shall keep private and confidential any such information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy any such information except in accordance with this clause and the delivery provisions of the Contract. All such information is the property of the Crown and the Contractor shall have no right in or to that information.</p> <p>The Contractor shall deliver to the Crown all such information, in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise and documentation which have been made or obtained in relation to this Contract, upon completion or termination of this Contract, or at such earlier time as the Minister may request. Upon delivery of the information to the Crown, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the information remains in the Contractor's possession.</p> <p>2. Non-Disclosure Agreement The Contractor acknowledges and agrees that all Contractor personnel and sub-contractors shall complete and comply with the following Non-Disclosure Agreement. The Contractor agrees to maintain record of completed Agreements at its premises, and to provide copies of these Agreements to NRC upon request.</p> <p><i>I, _____, hereby certify that I will keep private and confidential any information collected, created, or handled by myself under Contract No. _____ on behalf of the Contractor [Bidder: Insert Name here] and shall not use, copy, disclose, dispose of or destroy such information. All such information is the property of the Crown, and I shall have no right in or to that information. Any such information shall be returned to the Contracting Authority in a timely manner, in order that the Contractor can fulfill its obligation under the Contract. The provisions and undertakings herein shall survive the expiry and any termination of my service to the Contractor.</i></p> <p>3. Non-Removal of Government Property from the Work Site The Contractor SHALL NOT remove any NRC information or assets from the identified work site(s) and the Contractor shall insure that its personnel and all sub-contractors are made aware of and comply with this restriction.</p> <p>The provisions and undertakings herein shall survive the expiry and any termination of this Contract.</p> <p>Signature: _____ Name (printed): _____ Title: _____ Company: _____ Date: _____</p> | | |

6.4 POINT-RATED CRITERIA

- 6.4.1 Only those Proposals meeting **ALL** of the above Mandatory Requirements (M1-M8) will be deemed compliant and will be evaluated by the Evaluation Committee on the basis of the Point-Rated Criteria (R1-R5).
- 6.4.2 Bidders failing to meet the minimum required scores on the Point-Rated Criteria will be deemed non-compliant and given no further consideration.
- 6.4.3 Bidders **MUST** achieve a minimum score of 70% **overall** on the Point-Rated Criteria in order to be further evaluated on the basis of their Financial Proposal.
- 6.4.4 Method of Evaluating Point-Rated Criteria**
- 6.4.4.1 For each Point-Rated Criterion outlined in the Tables below, Criteria, Evaluation Factors, Weights, and Rating Scales are provided to explain how rated requirements will be assessed.
- 6.4.4.2 Each Point-Rated Criterion and Evaluation Factor identify what will be assessed in the Proposal. Evaluation Factors provide a framework to assist Bidders in formulating a response to the Criteria. The Weights and Rating Scales provide the numerical-based scoring grid which will be used in the assessment of Bidder Proposals.
- 6.4.4.3 The Bidder's Proposal will first be assessed by each member of the Evaluation Committee's preliminary scoring of the Point-Rated Criteria. The preliminary scoring will then be reviewed by the Evaluation Committee to arrive at a consensus score ranging from Unsatisfactory to Excellent for each Evaluation Factor for each Criterion, using the applicable rating scale.
- 6.4.4.4 A score per Criterion (weight) is determined by adding the consensus scores assigned per factor for the individual Criterion. Within each of the Point-Rated Criteria the scores per Criterion will be summed to derive a total score for the Bidder. Bidders meeting the minimum required pass marks on designated individual criteria and the overall pass mark of 70% will be assessed on the basis of their Financial Proposal.

6.4.5 Point-Rated Criteria Categories

| POINT-RATED CRITERIA | WEIGHT | EVALUATION FACTORS |
|--|--|--|
| <p>R1 Previous Experience of the Bidder</p> <p>Bidders will be evaluated based on the Bidder's longevity in the business of cataloguing and the Bidder's detailed description of the objective, methodology followed, duration and outcome of the work for <u>each</u> of the three (3) project examples of work carried out comparable to NRC's requirements stated in the Statement of Work in providing Library Cataloguing and Processing Services (as defined therein) in relation to print and electronic materials, cited in response to Mandatory Requirement M2.</p> <p>To support evaluation on the basis of this Point-Rated Criterion, the Bidder should provide a detailed description of its experience on each of the cited client projects, relative to each of the Factors indicated at right.</p> <p><i>NRC reserves the right to contact client project references to verify the accuracy and veracity of the information provided within the Bidder's Proposal with respect to the client project. In the event NRC chooses to contact the named client references and one (1) or more client reference provides a negative response with respect to the accuracy or veracity of the information provided within the Bidder's Proposal, the Bidder's Proposal will be deemed non-compliant with no consideration thereto.</i></p> | <p>/65</p> <p>Required minimum score = 35 points</p> | <p>a) One (1) point will be awarded for every additional year of demonstrated experience in the business of cataloguing, in excess of the required minimum of five (5) years experience (up to a maximum of 5 points).</p> <p>Up to a maximum of 60 points (up to 20 points per project), based on the extent to which each cited project summary is relevant and similar to NRC's requirements for Library Cataloguing and Processing Services (as defined therein) in relation to print and electronic materials, based on the following specific factors:</p> <p>b) the volume of items catalogued and delivered by the Bidder, including the proportion of original to derived records, in relation to NRC's requirements as described in the Statement of Work (up to 5 points/project);</p> <p>c) the nature and size of the client organization to whom services were delivered (e.g. primary line of business, whether the client is an academic library or archival institution) (up to 5 points/project);</p> <p>d) the comparability of the client organization's materials for which the Bidder provided services to NRC-KM's Collection, including Content Types (i.e. STM) held by the client, original language(s) of materials catalogued, and over all size of collection (up to 5 points/project); and</p> <p>e) the methodology followed by the Bidder during the client project, including any cataloguing standards with which the Bidder's output deliverables complied and their comparability to NRC's requirements as described within the SOW (i.e. adherence to AACR2/RDA & MARC21) (up to 5 points/project).</p> |
| R1 Rating Scale | | |
| <p><i>The following rating scale will be used to evaluate each Project Summary on factors 'b' through 'e' above:</i></p> <ul style="list-style-type: none"> • Excellent = project summary provided demonstrates extensive relevance and similarity to NRC's requirements in all of the areas = 5/5 points • Good = project summary provided demonstrates extensive relevance and similarity to NRC's requirements in most of the areas = 4/5 points • Minimal = project summary provided demonstrates some relevance and similarity to NRC's requirements in few of the areas = 2.5/5 points • Poor = project summary provided demonstrates minimal relevance and similarity to NRC's requirements in only one (1) of the areas = 1/5 points • Not Addressed / Unsatisfactory = project summary provided does not demonstrate relevance and similarity to NRC's requirements in any of the areas = 0/5 points | | |

| POINT-RATED CRITERIA | WEIGHT | EVALUATION FACTORS |
|--|-------------------|--|
| <p>R2 Proposed Team Resources Experience</p> <p>The CVs of the Bidder's proposed Project Manager and Team proposed in compliance with Mandatory Requirement M4 will be evaluated on the basis of the extent of relevant experience of the named resources in project management and delivery of services similar to the NRC's requirements, as defined in the Statement of Work, for Library Cataloguing and Processing Services.</p> <p>Named Resources will be evaluated cumulatively, based on the factors listed at right in consideration of the role for which they are proposed, to derive a total score for the Bidder out of 30 points, on Point-Rated Criterion R2.</p> | <p>/30</p> | <p>Up to a maximum of ten (10) points per factor, to a maximum of 30 points, with regard to the following specific factors (a-c):</p> <ul style="list-style-type: none"> a) Demonstrated experience and understanding of the Bidder's named Project Manager and Team Resources in the vocabulary of library sciences and cataloguing (up to 10 points); b) The extent to which the composition of the Team addresses all of NRC's Library Cataloguing and Processing Services requirements and will provide for effective management of ongoing service delivery (up to 10 points); and c) The number of Resources in possession of a MLIS and/or Library Technician diplomas, beyond the minimum requirement of one (1) resource at the Bidder's shop and proposed to be assigned to NRC's requirements (up to 10 points). |
| <p>R2 Rating Scale</p> | | |
| <p><i>The following rating scale will be used to evaluate each factor ('a' through 'c') above:</i></p> <ul style="list-style-type: none"> • Excellent = the Team demonstrates extensive and relevant experience, knowledge and understanding in the area = 10/10 points • Good = the Team demonstrates sufficient relevant experience, knowledge and understanding in the area = 7/10 points • Satisfactory = the Team demonstrates some relevant experience, knowledge and understanding in the area = 5/10 points • Minimal = the Team demonstrates minimal relevant experience, knowledge and understanding in the area = 3/10 points • Not Addressed / Unsatisfactory = the Team does not demonstrate any experience, knowledge and understanding in the area = 0/10 points | | |

| POINT-RATED CRITERIA | WEIGHT | EVALUATION FACTORS |
|--|---|---|
| <p>R3 Proposed Management Approach, Service Delivery Methodology and Quality Assurance Process</p> <p>The Bidder should describe within its Proposal, its proposed Management Approach, Service Delivery Methodology and Quality Assurance Process with respect to the cataloguing, processing and delivery of library materials in accordance with timelines and associated standards, that it proposes to employ in the provision of Library Cataloguing and Processing Services to NRC under any resulting Contract, with respect to each of the Factors identified at right, and which should demonstrate the Bidder's knowledge and understanding of NRC's requirement.</p> <p>Bidders are advised that a mere repetition of the contents of the RFP may result in a score of "0" on this Point-Rated Criterion.</p> | <p>45</p> <p>Required minimum score = 25 points</p> | <p>Up to a maximum of 45 points, based on up to nine (9) points per factor, will be awarded based on the following factors:</p> <p>a) Project Management and Control: The proposed work approach responds to NRC's expectations with respect to service transition and availability, work assignment, service delivery mechanisms, performance reporting and on-time delivery in accordance with established Project timelines and the Bidder's proposed turnaround times per service for standard and Rush delivery (up to 9 points);</p> <p>b) Quality Assurance: The proposed series of quality assurance methodologies respond to NRC's requirements for high quality, accurate, reliable and effective services, aimed at meeting the Cataloguing and Processing standards as defined within the Statement of Work, including measures to be implemented by the project team to maintain the quality management process throughout service delivery; together with evidence of the successful implementation of the proposed approach on previous projects (up to 9 points);</p> <p>c) Provide an effective approach to Shipping and Receiving with NRC including: a method that will decrease shipping costs and/or time, acknowledgement of receipt and verification of shipments provided by NRC, and inspection and mitigation of damage to materials (up to 9 points);</p> <p>d) Provide an effective approach to Staffing and Scheduling including resourcing based on material volumes (scalability upwards and downwards to handle peaks / special projects), proposed methods and sources for locating additional resources and HR practices (up to 9 points); and</p> <p>e) Provide a sound approach to Risk Management, including provisions for maintaining continuity of service delivery, and the extent to which an established contingency plan is in place to address the risk of resource turnover, machinery breakdowns, damage to materials/files and network failure for FTP without service disruption to NRC (up to 9 points).</p> |

R3 Rating Scale

The following rating scale will be used to evaluate each factor ('a' through 'e') above:

- Excellent = Bidder's response is very detailed, responsive to all elements of the factor and demonstrates knowledge and understanding of the requirement = 9/9 points/factor
- Good = Bidder's response contains sufficient level of detail to be assessed, demonstrates sufficient knowledge and understanding of the requirement, and is responsive to all elements of the factor = 7/9 points/factor
- Satisfactory = Bidder's response contains sufficient level of detail to be assessed, demonstrates adequate knowledge and understanding of the requirement, and is responsive to all elements of the factor = 5/9 points/factor
- Minimal = Bidder's response lacks sufficient level of detail in order to be able to accurately assess knowledge and understanding of the requirement. Some, but not all of the elements of the factor are addressed = 3/9 points/factor
- Poor = Bidder's response is deemed to lack knowledge and understanding of most of the elements of the factor and does not demonstrate knowledge and understanding of the requirement = 1/9 points/factor
- Not indicated/Unsatisfactory = Bidder's response is not responsive to any of the elements of the factor = 0/9 points/factor

| POINT-RATED CRITERION | WEIGHT | EVALUATION FACTORS |
|----------------------------|-----------|--|
| R4 Proposal Quality | /5 | <p>Up to a maximum of five (5) points will be awarded for presenting proposals in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by the following factors:</p> <ul style="list-style-type: none"> a) 2 points for ordering/structuring the proposal to match the order and sequence of the Mandatory and Point-Rated Criteria in the RFP; b) 1 point for including tabs between the sections of the Proposal; and c) 2 points for the overall quality of the proposal as it relates to presentation of information and ease-of-use. |

| POINT-RATED CRITERION | WEIGHT | EVALUATION FACTORS |
|---|--|---|
| <p>R5 Proof of Proposal Demonstration</p> <p>The samples of Catalogue Records provided by the Bidder in compliance with Mandatory Requirement M7 will be evaluated on their congruence to MARC21 and AACR2/RDA standards and their similarity to NRC-KM's requirements under any Contract.</p> | <p>/25</p> <p>Required minimum score = 15 points</p> | <p>Up to a maximum of 25 points will be awarded for the accuracy, quality and similarity of the Bidder's completed records to the deliverables required under any resulting Contract, as follows:</p> <p>a) The extent to which the Bidder's submitted Catalogue Records meet the Quality and Cataloguing Standards articulated in the SOW (SW7.0, Section 7.7.2) (i.e. number of major/minor errors, legibility) (up to 20 points); and</p> <p>b) The extent to which the Bidder's submitted Catalogue Records demonstrate relevance and consistency with NRC's requirements (e.g. proportion of original to derived and of monograph to serial items similar to NRC-KM's requirements under any Contract) (up to 5 points).</p> |
| R5 Rating Scale | | |
| <p><i>The following rating scale will be used to evaluate factor 'a' above:</i></p> <ul style="list-style-type: none"> • Excellent = Only one (1) element of the Bidder's submitted records is non-compliant with the required Quality and Cataloguing Standards = 20/20 points; • Good = No more than two (2) elements of the Bidder's submitted records are non-compliant with the required Quality and Cataloguing Standards = 15/20 points; • Satisfactory = No more than three (3) elements of the Bidder's submitted records are non-compliant with the required Quality and Cataloguing Standards = 10/20 points; • Minimal = No more than four (4) elements of the Bidder's submitted records are non-compliant with the required Quality and Cataloguing Standards = 5/20 points; • Unsatisfactory or Not Addressed = Five (5) or more elements of the Bidder's submitted records are non-compliant with the required Quality and Cataloguing Standards = 0/20 points <p><i>The following rating scale will be used to evaluate factor 'b' above:</i></p> <ul style="list-style-type: none"> • Excellent = Bidder's samples are representative of and consistent with NRC's requirements = 5/5 points • Satisfactory = Bidder's samples are considered lacking in representation / consistency with NRC's requirements = 3/5 points • Not Addressed / Unsatisfactory = Bidder's samples do not represent or demonstrate consistency with NRC's requirements = 0/5 points | | |

| POINT-RATED CRITERIA | WEIGHT | EVALUATION FACTORS |
|----------------------|-------------|---|
| Total – R1-R5 | /170 | Bidders MUST achieve a minimum of 70% (119/170) on the Point-Rated Criteria in order to be considered further. |

6.5 FINANCIAL EVALUATION

- 6.5.1 The Financial Evaluation will be carried out by the Contracting Authority independent of the NRC Evaluation Committee responsible for rating the Technical Proposal and Presentation. Financial Proposals will be evaluated based on the methodology detailed below.
- 6.5.2 **All of the information required in this section MUST appear in the Bidder's Financial Proposal ONLY. The Bidder's Financial Proposal MUST be submitted in a separate, sealed envelope from the Bidder's Technical Proposal. The Bidder's failure to comply with this condition will result in the Bidder's Proposal being declared non-compliant and being given no further consideration.**
- 6.5.3 Failure on the part of the Bidder to provide the information required within the Financial Proposal Tables will result in NRC deeming the Bidder's Proposal to be non-compliant, with the Proposal being given no further consideration by NRC.
- 6.5.4 Proposals meeting all Mandatory Requirements and achieving at least the required pass marks on designated individual criteria and the overall pass mark of 70% for the Point-Rated Criteria R1-R5 will be evaluated on the basis of their Financial Proposal.
- 6.5.5 Using the financial tables below, Bidders **MUST** provide fixed all-inclusive per unit rates (\$CAD) for completion of the work for each of the items indicated. (Note: rates are not to be quoted as ranges).
- 6.5.6 **Each** firm all-inclusive per unit rate **MUST** be inclusive of all payroll, overhead costs and profits required for the Bidder to complete the work under the Contract. The Bidder's fixed all-inclusive per unit rates shall be exclusive of the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST). Any amounts for taxes will be added at time of Tasking.
- 6.5.7 Failure to submit pricing as requested will render the Proposal non-compliant.
- 6.5.8 **Table 1 – Transition-In (Phase 1)**
 Work under the 2-month Transition-In period will be one (1) firm price based on the approach and methodology contained within the successful Bidder's Proposal. This price shall be all inclusive of all payroll, overhead costs and profits required for the Bidder to complete the work.

This information should be for information purposes only. Finance should not take this amount into consideration when looking at numbers.

TABLE 1

| | Firm Price (CAD) |
|---------------|------------------|
| Transition-In | \$ |

Comment [W1]: Not sure if this wording should be included here at all. It may just be info. for Finance, not for bidders. Ask Jesse

6.5.9 Table 2 – Proposed Firm All-Inclusive Per Unit Rates

Cost for all work (including Special Projects) of English library materials will be based on the Bidder's quoted per unit rates for:

| Deliverable Required and Unit Type | | PER UNIT FEE (\$CAD) | | | | | | Multiplied Per Unit Rates for Evaluation Purposes Only(\$) (G) (Rates from one (1) of Columns A through E will each be multiplied by the volume in Column F) |
|---|----------|---|------------------------|----------------------|----------------------|----------------------|--|--|
| | | Contract Award to end of Contract Year 1 (A) | Contract Year 2 (B) | Option Year 1 (C) | Option Year 2 (D) | Option Year 3 (E) | *Number of Units for Evaluation Purposes Only (F) | |
| Print Serial Original Record English [MARC21 and RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 180 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 20 | \$ |
| Print Monograph Original Record English [MARC21 and RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 3,400 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 400 | \$ |
| Print Serial Derived Record English [MARC21 and AACR2/RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 100 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 25 | \$ |
| Print Monograph Derived Record English [MARC21 and AACR2/RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 2,400 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 250 | \$ |
| Electronic Serial Original Record English [MARC21 and RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 200 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 5 | \$ |
| Electronic Monograph Original Record English [MARC21 and RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 3,800 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 40 | \$ |
| Electronic Serial Derived Record English [MARC21 and AACR2/RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 120 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 5 | \$ |
| Electronic Monograph Derived Record English [MARC21 and AACR2/RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 2,600 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 25 | \$ |

| | | | | | | | | |
|---|----------|----|----|----|----|----|-----|----|
| Print Serial Original Record French [MARC21 and RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 45 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 5 | \$ |
| Print Monograph Original Record French [MARC21 and RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 850 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 100 | \$ |
| Print Serial Derived Record French [MARC21 and AACR2/RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 25 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 5 | \$ |
| Print Monograph Derived Record French[MARC21 and AACR2/RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 600 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 50 | \$ |
| Electronic Serial Original Record French[MARC21 and RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 45 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 5 | \$ |
| Electronic Monograph Original Record French [MARC21 and RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 950 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 10 | \$ |
| Electronic Serial Derived Record French [MARC21 and AACR2/RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 25 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 5 | \$ |
| Electronic Monograph Derived Record French [MARC21 and AACR2/RDA] | Standard | \$ | \$ | \$ | \$ | \$ | 650 | \$ |
| | RUSH | \$ | \$ | \$ | \$ | \$ | 5 | \$ |
| *Overall Cost for Evaluation Purposes Only [SUM of Column G] | | | | | | | | \$ |
| Rate per additional Catalogue element [In excess of NRC-KM's MARC21/AACR2 or RDA requirement] | \$ | \$ | \$ | \$ | \$ | \$ | | \$ |

**For Financial Evaluation Purposes only, the firm all-inclusive per Unit Rate for each Unit Type for one (1) Contract Year (A-E) randomly chosen by NRC will be multiplied by an estimated volume of Units for each Unit Type, and these products summed to derive the Overall Cost for Evaluation Purposes Only. All Bidders will be evaluated using their applicable per unit rates from the same randomly selected year. THE MULTIPLIERS IN TABLE 2 ABOVE ARE PROVIDED TO ENABLE CALCULATION OF AN EVALUATION SCENARIO FOR EVALUATION PURPOSES ONLY: Based on the firm per unit rates quoted by the Bidder in Columns A-E above, the Scenario will be used as a basis of price comparison against other Bidders within the Financial Evaluation. This scenario is for evaluation purposes only and nothing shall be construed as an indicator of actual volumes of work requirements or cost to NRC.*

The Bidder's language mark-up as quoted in Table 3 below will be applied to the *Standard* per unit fee in Table 2 above for 150 units of *Print Monograph Original Record English* and added to the Overall Cost as part of the evaluation scenario.

6.5.10 **Table 3 – Language Mark-up**

Bidders **MUST** include a percentage mark-up for any sub-contracted Cataloguing and Processing Services for English or French Records of library materials from source languages other than English.

TABLE 3

| | Percentage |
|-------------------------|------------|
| <i>Language Mark-up</i> | % |

6.6 BASIS OF SELECTION

6.6.1 A Contract will be awarded based on a determination of Best Value taking into account both the technical merit of the Proposals (Technical Evaluation) and the price (Financial Evaluation). The Bidder will be selected on the basis of the lowest cost per point, dividing the Bidder's financial evaluation price by the Technical Point-Rated Score, as follows:

$$\frac{\text{Bidder's Price (for Evaluation Purposes Only)}}{\text{Bidder's Total Technical Score (out of 170 points)}} = \text{Bidder's Cost per Point}$$

6.6.2 One (1) Contract will be awarded to the Bidder offering the Best Value. **Best Value** shall be defined as the compliant Bidder achieving the lowest Cost per Point.

6.6.3 NRC reserves the right to refuse any and all Proposals received in response to this RFP, without incurring any obligation to any Bidder having responded. NRC reserves the right to award a Contract to the compliant Bidder that best meets NRC's requirements, as described above, without incurring any obligation to any other Bidders having responded to this RFP.



| | |
|---------------|--------------------------------------|
| ID | 2035 |
| Title | General Conditions - Services |
| Date | 2011-05-16 |
| Status | Active |

- 01 Interpretation
- 02 Powers of Canada
- 03 Status of the Contractor
- 04 Conduct of the Work
- 05 Subcontracts
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- 15 Payment Period
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- 22 Government Property
- 23 Liability
- 24 Intellectual Property Infringement and Royalties
- 25 Amendment and Waivers
- 26 Assignment
- 27 Suspension of the Work
- 28 Default by the Contractor
- 29 Termination for Convenience
- 30 Accounts and Audit
- 31 Right of Set-off
- 32 Notice
- 33 Conflict of Interest and Values and Ethics Codes for the Public Service
- 34 No Bribe or Conflict
- 35 Survival
- 36 Severability
- 37 Successors and Assigns
- 38 Contingency Fees
- 39 International Sanctions
- 40 Harassment in the Workplace
- 41 Entire Agreement



2035 01 (2008-05-12) Interpretation

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the National Research Council of Canada and any other person duly authorized to act on behalf of the National Research Council Canada.

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

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

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

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

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

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

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

2035 02 (2008-05-12) Powers of Canada

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

2035 03 (2008-05-12) Status of the Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.



2035 04 (2008-05-12) Conduct of the Work

1. The Contractor represents and warrants that:
 - (a) it is competent to perform the Work;
 - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
 - (a) perform the Work diligently and efficiently;
 - (b) except for Government Property, supply everything necessary to perform the Work;
 - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - (d) select and employ a sufficient number of qualified people;
 - (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
 - (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 27, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.



8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

2035 05 (2010-01-11) Subcontracts

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
 - (a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - (b) subcontract any portion of the Work as is customary in the carrying out of similar contracts; and;
 - (c) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

2035 06 (2008-05-12) Specifications

1. Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract belong to Canada and must be used by the Contractor only for the purpose of performing the Work.
2. If the Contract provides that Specifications furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

2035 07 (2008-05-12) Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The



replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

2035 08 (2008-05-12) Time of the Essence

It is essential that the Work be performed within or at the time stated in the Contract.

2035 09 (2008-05-12) Excusable Delay

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that
 - (a) is beyond the reasonable control of the Contractor,
 - (b) could not reasonably have been foreseen,
 - (c) could not reasonably have been prevented by means reasonably available to the Contractor, and
 - (d) occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.



4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
 - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - (b) the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

2035 10 (2008-05-12) Inspection and Acceptance of the Work

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three (3) years after the end of the Contract.

2035 11 (2008-05-12) Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - (a) the date, the name and address of the client, item or reference numbers, deliverable and/or description of the Work, contract number, GST/HST number;



- (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2035 12 (2010-08-16) Taxes

1. Municipal Taxes

Municipal Taxes do not apply.

2. Provincial Taxes

- (a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
 - (i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:
Prince Edward Island OP-10000-250
Manitoba 390-516-0
 - (ii) for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- (d) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.



3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2035 13 (2010-01-11) Transportation Costs

If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

2035 14 (2010-01-11) Transportation Carriers' Liability

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

2035 15 (2008-05-12) Payment Period

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the



Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

2035 16 (2008-12-12) Interest on Overdue Accounts

1. For the purpose of this section:

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

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

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

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

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

2035 17 (2008-05-12) Compliance with Applicable Laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

2035 18 (2008-05-12) Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the



Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

2035 19 (2008-05-12) Copyright

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

2035 20 (2008-05-12) Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under section 20. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

2035 21 (2008-05-12) Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this



information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.

3. Subject to the *Access to Information Act*, R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
4. The obligations of the Parties set out in this section do not apply to any information if the information:
 - (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - (c) is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under National Research Council Canada (NRC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
8. The Contractor consents in the case of a contract that has a value in excess of \$10,000.00 to the public disclosure of information – other than information described in any of paragraphs 20(1)a) to (d) of the Access to Information Act – relating to the contract.

2035 22 (2008-05-12) Government Property

1. All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.



2. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.
4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

2035 23 (2008-05-12) Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

2035 24 (2008-05-12) Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or



- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement. Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

2035 25 (2008-05-12) Amendment and Waivers

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

2035 26 (2008-05-12) Assignment



1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

2035 27 (2008-05-12) Suspension of the Work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to one hundred eighty (180) days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 28 or section 29.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

2035 28 (2008-05-12) Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the dissolution, liquidation or winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the



Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
 - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - (b) the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 29.

2035 29 (2008-05-12) Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
 - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and



- (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

2035 30 (2008-05-12) Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

2035 31 (2008-05-12) Right of Set-off

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.



2035 32 (2008-05-12) Notice

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

2035 33 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

2035 34 (2008-05-12) No Bribe or Conflict

1. The Contractor declares that no bribe, gift, benefit, or other Inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

2035 35 (2008-05-12) Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

2035 36 (2008-05-12) Severability



If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

2035 37 (2008-05-12) Successors and Assigns

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

2035 38 (2008-12-12) Contingency Fees

The Contractor certifies that it has not directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

2035 39 (2010-01-11) International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 29.

2035 40 (2008-05-12) Harassment in the Workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

2035 41 (2008-05-12) Entire Agreement



The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

STANDARD INSTRUCTIONS AND CONDITIONS:**(APPLICABLE TO BID SOLICITATION)****1. Submission of Bids**

1.1 It is the Bidder's responsibility to:

- (a) return a signed original of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the Bid Receiving address specified;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Timely and correct delivery of bids to the specified bid delivery address is the sole responsibility of the Bidder. The National Research Council Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

- 1.2 Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.
- 1.3 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.
- 1.4 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by NRC in such bid solicitation.
- 1.5 While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.
- 1.6 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- 1.7 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

1.8 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

2. Late Bids

2.1 It is NRC policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

3. Delayed Bids

3.1 A bid delivered to the specified Bid Receiving area after the closing date and time but before the contract award date may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). The only pieces of evidence relating to a delay in the CPC system that are acceptable to NRC are:

- (a) CPC cancellation date stamp;
- (b) a CPC Priority Courier Bill of Lading; and
- (c) a CPC Xpresspost Label,

that clearly indicate that the bid was mailed prior to the bid closing date.

Example: If the bid closing date was May 15, 1995, then the CPC cancellation date stamp should read no later than May 14, 1995, to be accepted.

3.2 Please request the postal employee to date-stamp your envelope.

3.3 For bids transmitted by facsimile or commercial telegram, only the date and the time of receipt recorded by NRC at the Bid Receiving number stated in the bid solicitation will be accepted as evidence of a delayed bid.

3.4 Misrouting, traffic volume, weather disturbances, or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by NRC.

4. Postage Meters

4.1 Postage meter imprints, whether imprinted by the Supplier, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing. It should be noted that CPC does not normally apply a cancellation date stamp to metered mail; this is usually done only when postage stamps are used.

5. Responses Transmitted by Facsimile or Commercial Telegram

5.1 If you are in doubt that your bid will be delivered on time at the specific location designated for the receipt of the bid, you may use a facsimile or a commercial telegram, unless otherwise instructed in the bid solicitation.

Due to the volume of technical material required for some bids, certain bid solicitations may specify that submissions by facsimile or commercial telegram are not acceptable (e.g. science solicitations).

5.2 Unless otherwise instructed in the bid solicitation, the only acceptable number for responses to bid solicitations issued by NRC headquarters sectors is facsimile number (613) 991-3297.

5.3 If the bidder chooses to submit a facsimile or commercial telegram bid, NRC will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to the following:

- (a) receipt of garbled or incomplete bid;
- (b) availability or condition of the receiving facsimile equipment;
- (c) incompatibility between the sending and receiving equipment;
- (d) delay in transmission or receipt of the bid;
- (e) failure of the Bidder to properly identify the bid;
- (f) illegibility of the bid; or
- (g) security of bid data.

5.4 Bids submitted by facsimile or commercial telegram will constitute your formal bid and must contain:

- (a) the bid reference number;
- (b) the closing date and time;
- (c) sufficient data to allow evaluation, such as unit prices, country of currency in the event that the bid is submitted in a foreign currency, sales tax, duty, technical data (where applicable) and any deviation(s) from the bid solicitation document.

5.5 For responses transmitted by facsimile or commercial telegram, written confirmation is required within two (2) working days after bid closing, unless otherwise specified in this solicitation. All documents confirming bids should bear the word "CONFIRMATION".

5.6 NRC does not undertake to protect the confidentiality of the transmission of any document sent by facsimile. Vendors concerned with the confidentiality of their documents are advised to submit their proposals in sealed envelopes.

6. Customs Clearance

6.1 It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the scheduled bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted under the Late Bids Policy.

For further information, please contact the Contracting Authority identified in the bid solicitation.

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