

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

## **SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION**

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

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

<b>Title - Sujet</b> Information Products RFP		
<b>Solicitation No. - N° de l'invitation</b> EN581-140001/A		<b>Amendment No. - N° modif.</b> 002
<b>Client Reference No. - N° de référence du client</b> EN581-140001		<b>Date</b> 2014-10-22
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PI-010-65814		
<b>File No. - N° de dossier</b> pi010.EN581-140001	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-10-27</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Weinberger(pi010), Beth		<b>Buyer Id - Id de l'acheteur</b> pi010
<b>Telephone No. - N° de téléphone</b> (819) 956-7325 ( )		<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> As per Contract		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

EN581-140001/A

Amd. No. - N° de la modif.

002

Buyer ID - Id de l'acheteur

pi010

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

EN581-140001

File No. - N° du dossier

pi010EN581-140001

CCC No./N° CCC - FMS No/ N° VME

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**Solicitation Amendment 002** is raised to: (a) revise the Solicitation; and (b) answer questions from the Industry.

Part A : Revise Solicitation

Delete previous Solicitation and replace with the PDF version attached.

Part B: Questions and Answers to the Industry:

See attached PDF.

Solicitation No. - N° de l'invitation  
EN581-140001/A  
Client Ref. No. - N° de réf. du client  
EN581-140001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pi010EN581-140001

Buyer ID - Id de l'acheteur  
pi010  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

- 1 Introduction
- 2 Summary
- 3 Debriefings

## **PART 2 - BIDDER INSTRUCTIONS**

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

- 1 Bid Preparation Instructions

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

- 1 Evaluation Procedures
- 2 Basis of Selection

## **PART 5 - CERTIFICATIONS**

- 1 Certifications Precedent to Contract Award

## **PART 6 - RESULTING CONTRACT CLAUSES**

- 1 Requirement
- 2 Standard Clauses and Conditions
- 3 Term of Contract
- 4 Authorities
- 5 Ordering Process
- 6 Payment
- 7 Invoicing Instructions
- 8 Certifications
- 9 Applicable Laws
- 10 Priority of Documents
- 11 Foreign National (Canadian Contractor)
- 12 Insurance

## **List of Annexes**

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Evaluation Criteria

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into six (6) parts plus attachments and annexes as follows:

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

The Annexes include the Statement of Work, the Basis of Payment, and the Evaluation Criteria.

### **2. Summary**

This bid solicitation is being issued to satisfy the requirement of Canadian Federal Government Libraries (the "Client") for Subscriptions Acquisition, Subscriptions Management and Delivery of Subscriptions functions for Information Products. It is intended to result in the award of a contract for 1 year, plus 2 one-year irrevocable options allowing Canada to extend the term of the contract.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

### **3. Debriefings**

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.

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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

Add Subsection 5.9 to 2003, Standard Instructions - Goods or Services - Competitive Requirements, Canada also reserves the following rights:

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

### 2. Submission of Bids

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

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

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 4. Applicable Laws

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

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

**5. Withdrawal of Information Product with Third Party Terms and Conditions**

Bidder agrees that in the event the Client requests the supply of Online Information Products during the Contract period, that if a Publisher submits their own terms and conditions such as but not limited to; a License Agreement, by which the Client must sign in order to get access to the Online Information Product bought through the Contractor, the Contractor agrees that in such event, the Online Information Product(s) will be removed from any resulting contract and Canada will proceed to procure that Online Information Product directly with the Publisher. The Publisher is considered a Third Party with regards to the contract between Canada and the Contractor. Bidders who do not accept the terms of Canada's contract will be declared non-responsive.

**6. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

**PART 3 - BID PREPARATION INSTRUCTIONS**

**1. Bid Preparation Instructions**

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

**SECTION I - TECHNICAL BID (1 hard copy and 4 soft copies)**

**SECTION II - FINANCIAL BID (1 hard copy)**

**SECTION III - CERTIFICATIONS (1 hard copy)**

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

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

### **SECTION I: TECHNICAL BID**

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

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

### **SECTION II: FINANCIAL BID**

1.1 Bidders must submit their financial bid in accordance with [Annex C](#).

#### **1.2 SACC Manual Clauses**

C3010T ([2013-11-06](#)), Exchange Rate Fluctuation Risk Mitigation

### **SECTION III: CERTIFICATIONS**

Bidders must submit the certifications required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

**1.1.1 Mandatory Technical Criteria** in accordance with Annex C, Section I.

**1.1.2 Point Rated Technical Criteria** in accordance with Annex C, Section II.

#### 1.2 Financial Evaluation

The Financial Bid will be evaluated in accordance with Annex C, Section III.

### 2. Basis of Selection

2.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory criteria; and
- c) obtain the required minimum of 40 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 55 points.

- 2.2 Bids not meeting a), b) or c) above will be declared non-responsive.
- 2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 40 % for the technical merit and 60 % for the All-inclusive Fee.
- 2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 40 %.
- 2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 60 %.
- 2.6 For each responsive bid, the technical merit score and the all-inclusive fee score will be added to determine its combined rating.
- 2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated all-inclusive fee will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and all-inclusive fee will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 40/60 ratio of technical merit and all-inclusive fee, respectively. The total available points equal 55 and the lowest evaluated all-inclusive fee is 0%.

**NOTE:** Lowest all-inclusive fee will be assigned top rating of 60 points. The calculation for each Bidder's all-inclusive fee will be calculated as per the formula below.



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**CALCULATION for the All-inclusive fee score:**  $60 - 10(\text{bidder's fee} - \text{winning fee}) = x$

Basis of Selection - Highest Combined Rating **Technical Merit (40%) and All-inclusive Fee (60%)**

**EXAMPLE:**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	35/55	40/55	32/55
<b>Bid All-inclusive Fee</b>	0%	-1.0%	1%
<b>Technical Merit Score</b>	$35/55 \times 40 = 25.45$	$40/55 \times 40 = 29.09$	$32/55 \times 40 = 23.27$
<b>Calculation All-inclusive Fee Score</b>	$60 - 10(0\% - (-1.0\%)) = 50 \text{ points}$	$60 - 10(-1.0\% - (-1.0\%)) = 60 \text{ points}$	$60 - 10(1\% - (-1.0\%)) = 40 \text{ points}$
<b>Combined Rating</b>	75.45	89.09	63.27
<b>Overall Rating</b>	2nd	1st	3rd

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## **PART 5 - CERTIFICATIONS**

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

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

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

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2004. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 All-Inclusive Fee Certification**

The Bidder certifies that the all-inclusive fee proposed is not in excess of the lowest fee charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both; and does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and does not include any provision for discounts to selling agents.

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 1. Requirement

- a) The Contractor agrees to supply to each Library (the "Client"), on an "as a when requested basis", the goods described in the Contract and in accordance with the Statement of Work in Annex A, in accordance with, and at the all-inclusive fee set out in the Contract.
- b) **[Initial Client with capacity to grow to a GoC-wide requirement] Client:** The initial Client is \_\_\_\_\_. However, the Contracting Authority can add additional Clients from time to time, which may include any department or Crown corporation as described in the *Financial Administration Act* (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.
- c) With respect to Online Information Products, the licensee under the Contract is Her Majesty the Queen in right of Canada, acting through and represented by the Minister of Public Works and Government Services. The Client is merely the user.

### 2. Standard Clauses and Conditions

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

(<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

#### 2.1 General Conditions

2030 (2014-09-25), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

### 3. Term of Contract

#### 3.1 Period of the Contract

The period of contract is from Contract Award Date up to and December 31, 2015, whereby the subscription periods for the various Information Products will vary but most will be for the term of a calendar year. Each Information Product Subscription Period will be documented in the Invoice and the Reporting requirement in Annex A - Statement of Work.

#### 3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor up to 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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#### 4. Authorities

##### 4.1 Contracting Authority

The Contracting Authority for this Contract is:

Name: Beth Weinberger  
Title: Supply Specialist

Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate - PI Division

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

Tel. #: (819) 956-7325  
E-mail: beth.weinberger@tpsgc-pwgsc.gc.ca

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

##### 4.2 Project Authority (to be identified in any resulting contract; and more will be added and identified with their unique Financial Code(s), and Destination and Invoice To: contacts with addresses.)

The Project Authority for the Contract is:

Name:  
Title:

Address:

Tel. #:  
E-mail:

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

##### 4.3 Contractor Representatives (To be identified in any resulting contract.)

**(i) Client Account Management Support:** The Contractor must provide Client Account Management Support, in both official languages (French and English), by assigning a dedicated **Account Manager** who must be bilingual (French and English), to manage the ongoing acquisitions, management and delivery functions to support the Client to the extent necessary to ensure that all requirements as specified in this Contract are satisfied. The Contractor must be responsible for providing efficient organization and effective planning and control systems.

The Account Manager is to act as the primary point of contact with the Project and Contracting Authorities. The Account Manager must manage the ongoing support functions to the Client, on an as and when requested basis, and must be vested with authority within the Contractor's

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organization to make and communicate to the Client all decisions related to the Work and must provide the planning control for all aspects of the Work.

Name:

Title:

Tel. #:

E-mail:

**(ii) Customer Service Resource:** The Contractor must appoint a customer service resource, as deemed required by the Contractor, and must identify, to the Contracting and Project Authorities, their role for interaction with the Client and the Contracting Authority.

Name:

Title:

Tel. #:

E-mail:

## 5. Ordering Process

### 5.1 Authorization for Delivery – Orders

Orders against the Contract will be made as-and-when requested by the Project Authority during the period of the Contract via electronic correspondence.

Step One: Upon Contract Award, each Project Authority will provide the Contractor with their majority order (the initial order covering all required Information Product Subscriptions known for the initial Contract Period) via electronic correspondence. See Annex B - Table 1 - **Order Tracking Report** for additional form to be completed by the Project Authority when submitting their order to the Contract. This form will be used by the Contractor for Invoicing purposes and reporting purposes to PWGSC Contracting Authority.

Step Two: The Contractor has **no more than 30 calendar** days from receipt of each order request from each Project Authority to return via electronic correspondence a firm price Quote to each Project Authority for their order request(s).

Step Three: Each Project Authority will review their Quote and upon the approval from the Project Authority, which will be provided to the Contractor via electronic correspondence, the Contractor then has 5 business days to place the final and approved order(s) from each Project Authority to the Publisher(s).

**\*Each Project Authority will submit their final order with a copy of Annex B – Table 1 to the Contractor and each Project Authority will provide a copy of their Annex B – Table 1 to the PWGSC Contracting Authority.**

Step Four: The Contractor will send the Invoice to each Project Authority, including their unique Financial Code and Requisition No. as provided for in the accompanying **Table in Annex B - Table 1**. Upon receipt of the Invoice, the Project Authority will initiate payment if the Invoice is deemed in accordance with the pre-approved Quote and order agreed upon in the electronic correspondence. If the Invoice received is not deemed in accordance with the pre-approved Quote and order, then the Project Authority will advise the Contractor, in writing, within 5 business days of receipt of said Invoice, and the Contractor has 3 business days to resolve any issues. Payment of the Invoice(s) will only be made by the Project Authority once the Invoice is deemed acceptable by the Project Authority.

Should resolution not be found within 10 business days of issue being raised, both the Contractor and the Project Authority must contact the Contracting Authority for further discussion.

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## 5.2 Additional Orders during the Contract Period

Since orders against the Contract will be made as-and-when requested by the Project Authority during the period of the Contract, each additional order after the majority order will follow the same process as detailed in 5.1 above.

## 5.3 Renewals after the initial Contract Period

Only upon exercising the option to extend the period of the Contract in accordance with Article 3.2 herein, will the Project Authority be able to submit their next year majority order with the Contractor.

Such renewal order(s) should be placed with the Contractor **up to 30 days** prior to subscription start date.

Contractor acknowledges and agrees that Canada does not accept auto-renewals to any Information Product Subscription(s).

## 5.4 Cancellation of a Subscription Order

Should the Contractor, for any reason, become aware of a reason to cancel any subscription order, the Contractor must immediately, but no later than within five (5) business days of the Contractor's knowledge of such reason, advise the Project Authority of such reason to cancel.

The Contractor must not cancel a subscription order unless the Project Authority advises to do so by electronic correspondence.

Within five (5) business days of the Contractor's receipt of the cancellation request, the Contractor must cancel the subscription and must confirm, via e-mail, to the Project Authority that the subscription cancellation has been made.

Upon cancellation of a subscription order, the Contractor must update the List of Journal Subscriptions by removal of each cancelled title from that List. Cancellations must be effective at the expiry date applicable for the specific subscription cancelled, and where applicable, immediately with the current volume and/or edition applicable for the specific subscription cancelled.

The Contractor must provide a pro-rata refund to any Cancelled (by Publisher or Project Authority) Print Subscription, where applicable. The refund must be received by the Project Authority within twenty (20) business days of the notification of the cancellation by the Contractor.

In the event a Publisher has not provided the Contractor with the refund within the 20 business days, the Contractor must demonstrate to the Project Authority the communication between the Publisher and the Contractor and show evidence to the fact that constant follow-ups are being made to the Publisher for the refund to be paid out in a timely fashion.

The Project Authority may grant additional time to the Contractor if they deem necessary, but, Contractor must keep the Project Authority apprised of their ongoing efforts to obtain the refund, at least once per week until the refund is provided.

## 5.5 Claims

The Contractor must process claims for missing print journals as and when requested by the Project Authority, in accordance with the applicable electronic correspondence, approved and issued in accordance with the Contract. Within five (5) business days of the Contractor's receipt of the claim(s) for missing publication(s), the Contractor must process the claim(s) for missing publication(s) and must advise the Project Authority, via e-mail, of the publisher's response with respect to the claim(s).

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## 5.6 Price Adjustments

Under no circumstance will Canada entertain any price adjustment from the Contract once a Quote is provided and accepted by the Project Authority and the order is placed.

## 6. Payment

### 6.1 Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified via electronic correspondence, as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the Contract below in Article 6.2.

Canada's liability to the Contractor must not exceed the limitation of expenditure specified in the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the electronic correspondence and the Contract resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 Basis of Payment - Limitation of Expenditure - Cumulative Total of all Authorized Work Via Electronic Correspondence

Canada's total liability to the Contractor under the Contract for all authorized work, inclusive of any revisions, must not exceed the sum of \$\_\_\_\_\_. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all electronic correspondences, inclusive of any revisions, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.3 Refund for Non-Delivered Goods

In the event of a non-delivered Information Product, the Contractor must pursue a refund from the Publisher and credit the Client accordingly should a refund be received from the Publisher.

Unless a refund is received from the publisher no refund can be provided to the client. If no refund is forthcoming from the publisher, it is reasonable for the Contractor to pursue an extension of the subscription term.

Contractor must keep the Client informed weekly until Publisher confirms either way.

### 6.4 Competitive Award:

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights,

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misconceptions or underestimates made by the Contractor when providing their Quote(s) to the Project Authority(ies) during the ordering process.

#### **6.5 Multiple Payments with additional instruction**

SACC Manual Clause H1001C (2008-05-12) and

Canada will make one lump sum payment upon receipt of acceptable invoice in conjunction with the initial majority order placed. Any further payments, constituting "multiple" payments will be made only in the event Canada has requested an additional order during the Contract Period, and approved the pricing in advance from the Contractor.

#### **6.6 Discretionary Audit Commercial Goods and/or Services**

SACC Manual Clause C0100C (2010-01-11)

### **7. Invoicing Instructions**

- 7.1 **Invoice Submission:** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions, and in accordance with any additional provision detailed in Annex A - Statement of Work and Annex B - Basis of Payment. Invoices cannot be submitted until all work identified in the invoice is completed.
- 7.2 **Order Tracking Report** for invoicing purposes: Contract shall use the Order Tracking Report provided for in Annex B- Basis of Payment for invoicing purposes. The Project Authority will include this summarized report with their order so that the Contractor has the Requisition No. and Financial Code(s) which both must be included on the Invoice.
- 7.3 **Currency**
- i) In the event the Project Authority order Information Product(s) from a foreign Publisher, the Project Authority may opt to pay in the currency of their choice; either CAD or the currency of the Publisher.
  - ii) If the Project Authority elects to make their payment in CAD for a foreign Publisher, then the Contractor must provide the following information to the Project Authority along with the Invoice:
    - a) Copy of Publisher's Publisher List Price (tax extra, if applicable) in the currency (CAD\$, USD, Euro, GBP, etc) charged to the Contractor;
    - b) Proof of foreign funds purchased by the Contractor from the bank or lender of the Contractor's choice evidencing the cost of the exchange on the date the Contractor purchased the foreign funds. Merely stating an exchange rate on the Invoice will not be accepted.
  - iii) Each invoice must be supported by:
    - a) a copy of the electronic correspondence requesting the authorized work which must include the order (list of titles), if requested by the Project Authority or PWGSC;
    - b) the Publisher's published list price of each title (GST extra) in the currency (CAD\$, USD, Euro, GBP) charged to the Contractor, if requested by the Project Authority or PWGSC.
    - c) the exchange rate used by Contractor in determining CAD\$ currency if foreign funds were purchased to pay in accordance with Article 5.3 above.



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#### 7.4 Exchange Rate

The exchange rate is not affected by any revision to an Invoice. If a revised Invoice is requested due to errors in the Invoice by the Contractor, the exchange rate used at the time the initial Invoice was issued does not change.

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown in the electronic correspondence for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract, if requested.

### 8. Certifications

#### 8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 9. Applicable Laws

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

### 10. Priority of Documents

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

- (a) Articles of Agreement;
- (b) General Conditions 2030 (2014-09-25);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Authorized Work Via Electronic Correspondence; and
- (f) Contractor's bid dated (to be determined at the time of contract award).

### 11. Foreign Nationals

- (a) Canadian Contractor

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

### 12. Insurance

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

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## ANNEX A STATEMENT OF WORK

### 1.0 REQUIREMENT

The Contractor must provide:

1. Subscription Acquisition, Management and Delivery;
2. Electronic Resource Management (ERM) Support;
3. Technical Support and Problem Resolution;
4. Transition Management; and
5. Reporting to the Client.

### 2.0 DELIVERABLES

Without restricting the terms and conditions of this SOW, following is a summary of the deliverables required to be delivered under this Contract:

1. **Print and Electronic Information Products**, on an "as and when" requested basis, as detailed in Appendix 1.
2. **Reports**, as identified in Article 6.0 below.
3. **Assistance with Account Set-up:**  
If required by the Client, the Contractor must provide assistance with the account set-up for the Client and provide via Web Ex or online training to the Client.

### 3.0 ELECTRONIC RESOURCE MANAGEMENT (ERM) SUPPORT

- i. The Contractor must supply access to various online tools (as part of their service at no additional cost to Canada):
  - a. A tool that provides automatic notification of changes to online and print journals with respect to: formats, publisher changes, new open access titles etc. ;
  - b. an administration tool to track the acquisition, registration and activation process of online and print journals; and
  - c. a system for accessing online journals. i.e. an A to Z list.

The Contractor must set up tasks regarding online journal subscriptions which includes activating access on the publisher's or host site and setting up authentication on behalf of the customer within seven (7) business days of payment to the publisher. When this is not possible, the Contractor must provide complete and detailed registration instructions to the Client within seven (7) business days of payment to the Publisher.

### 4.0 TECHNICAL SUPPORT AND PROBLEM RESOLUTION

The Contractor must deliver, to the Client, the following technical support and problem resolution assistance by telephone or e-mail:

- a) The Contractor must provide telephone and e-mail technical support and problem resolution:
  - provided in either one of Canada's official languages, at the choice of the Client;
  - as a minimum, from 8:00 AM to 5:00 PM Eastern Time (Standard or Daylight Time); and
  - from Monday to Friday (exclusive of Canadian Statutory holidays);
- b) For enquiries placed, and designated by the Client as "urgent enquiries", via telephone or e-mail, the Contractor must respond to the first enquiry, per Issue (problem raised), within three (3) business hours.

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## 5.0 SUBSCRIPTION TRANSITION MANAGEMENT

The Contractor must include subscription transition management functions, as a minimum, Contractor's account set-up and the Client's records changeover, as follows:

### **A. Transition In:**

- i. Contractor must provide to the Client a list of the Client's subscriptions that the Contractor is unable to deliver;
- ii. Undertake outstanding claims – The Contractor must undertake the resolution of all outstanding claims for missing issues filed by the Client with incumbent vendors as of the date of Contract Award;
- iii. Provide training – within three months of the Contract Award date, the Contractor must provide training materials to the Client staff to enable effective and independent interaction with account administration functions, such as online claiming modules; and
- iv. Migrate existing subscriptions – The Contractor must acquire information related to the Client's existing subscriptions from the publishers, incumbent vendors, and/or the Client, and input that information into the Contractor's Electronic Account Administration Interface, within four (4) weeks from date of Contract Award.

### **B. Transition Out:**

- i. by December 1st of the last year of the Contract, including any exercised option period, have notified the publishers that the Contractor can no longer manage the Client online and print journal subscriptions; and
- ii. in the last year of the Contract, including any exercised option period, collaborate with the new supplier of subscription acquisition and management services for online and print journal subscriptions as designated by the Client to resolve outstanding claims for missing print journals.

## 6.0 REPORTS FOR THE CLIENT

The Contractor must provide, as a minimum, the following reports at the times and to the Client listed in Part 6, Article 4.2 – Client Project Authority(ies), in one (1) copy via e-mail in a Microsoft Excel format, except when otherwise specified:

- i. Monthly reports, to be submitted to the Client no later than 10 working days after the 1st of each month:
  - the status of all outstanding claims for missing print journals;
  - publisher's replies to claims for missing print journals received by the Contractor during the previous month;
  - account summary detailing outstanding invoices and/or credits;
  - confirmation of cancellations received from the Client by the Contractor during the previous month; and
  - bibliographic changes for the previous month.
- ii. Quarterly reports, to be submitted to the Client, with publisher-supplied information, once that information becomes available, relating to changes in:
  - Publishers (for a given publication);
  - Titles;
  - Prices;
  - Publication format availability;
  - Cessations;
  -

Solicitation No. - N° de l'invitation  
EN581-140001/A  
Client Ref. No. - N° de réf. du client  
EN581-140001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pi010EN581-140001

Buyer ID - Id de l'acheteur  
pi010  
CCC No./N° CCC - FMS No./N° VME

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- Splits;
  - Suspensions;
  - Delayed issues;
  - Mergers;
  - Frequency changes; and
  - Absorptions.

**Appendix 1 of Annex A can be made available in MS Word or MS Excel (as applicable) format, if requested by the Bidder by email to the PWGSC Contracting Authority.**

Solicitation No. - N° de l'invitation  
EN581-140001/A  
Client Ref. No. - N° de réf. du client  
EN581-140001

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**Annex B - Basis of Payment**  
**Table 1**  
**Order Tracking Report**

Client to complete and submit with each order				Contractor to complete per order				
Client Dept./Agency	Requisition No.	Financial Code(s)	Client Invoice To: contact	Currency	Sub-Total without tax	Tax amount	TOTAL with tax	Invoice #

Each Project Authority will provide the Contractor with their order via electronic correspondence and a copy to the PWGSC Contracting Authority, with a copy of the table above. The Table above is to be filled in by each Project Authority, per order placed, so that the Contractor will have the necessary information for each Invoice.

The Contractor will use this table for purposes of tracking each order per Client Department, including having the Requisition No., and Financial Code(s) to be included in each Invoice issued.

The PWGSC Contracting Authority will use this table for purposes of tracking each Client Department's Limitation of Expenditure.

Contractor will be paid in accordance with [Part 6, Article 6 - Payment](#), of this Contract for Work performed pursuant to the Contract and the table provided above.

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## ANNEX C EVALUATION CRITERIA

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

Section 1 contains mandatory evaluation criteria denoted as M1 through M12.

Section 2 contains point-rated evaluation criteria denoted as R1 through R4.

Section 3 contains mandatory financial criteria.

### SECTION 1: MANDATORY EVALUATION CRITERIA

The bidder must:

- (a) Comply with the following mandatory requirements; and
- (b) Provide the necessary documentation to support compliance.

M1	Client Support Service	<p>a) The Bidder <b>MUST</b> provide a detailed description of the Bidder's existing infrastructure for the provision of Technical Support and Problem Resolution services within the stipulated hours and means of service (as described in Annex A – Section 4.0). This includes at a minimum the Bidder's:</p> <ul style="list-style-type: none"><li>i. Toll-free phone-based client support services;</li><li>ii. Email/web-based client support services; and</li><li>iii. Fax-based client support services.</li></ul> <p>b) The Bidder <b>MUST</b> include a description of its offered Technical Support and Problem Resolution services, including its methodology for each of the following:</p> <ul style="list-style-type: none"><li>i. Problem reporting and response time procedures; and</li><li>ii. Escalation procedures to address unresolved problems.</li></ul>
M2	Invoicing	<p>(a) The Bidder <b>MUST</b> provide a detailed description of the Bidder's existing infrastructure for the provision of invoicing multiple clients within a single contract. See Part 6, Article 7 for more Bidder's obligations in the event a Contract is awarded.</p> <p>(b) The Bidder <b>MUST</b> provide a detailed description of how the Bidder will handle Exchange Rate/Foreign funds when the Client requests to pay in the currency of the Publisher.</p>
M3	Price Quote	<p>The Bidder <b>MUST</b> provide a detailed description of the Bidder's methodology for determining the price per Information Product requested. The Bidders response should include, but is not limited to:</p> <ul style="list-style-type: none"><li>- advising when Publisher's pricing is published and provided to you as an Agent; and</li><li>- when would the Order need to be placed with you as the Agent in order for you as the Agent to be able to provide an accurate price from the Publisher;</li></ul> <p>i.e. Given Part 6 – Article 5 – Ordering Process, the Bidder must</p>

		demonstrate how it will determine pricing in order to provide the Client with a firm-price Quote.
M4	Renewals	The Bidder <b>MUST</b> provide a detailed description of the Bidder's process for renewals. See Part 6 – Article 5.3 for Bidder's obligations in the event a Contract is awarded.
M5	Cancellations	The Bidder <b>MUST</b> provide a detailed description of the Bidder's process for handling Cancellations. See Part 6 – Article 5.4 for Bidder's obligations in the event a Contract is awarded.
M6	Claims	The Bidder <b>MUST</b> provide a detailed description of the Bidder's process for handling claims. See Part 6 – Article 5.5 for Bidder's obligations in the event a Contract is awarded.
M7	Transition Plan	The Bidder <b>MUST</b> provide a detailed description of how the bidder will: <ul style="list-style-type: none"> <li>(a) Manage a Transition-In process from a previous supplier</li> <li>(b) Manage a Transition-Out process to a succeeding supplier</li> </ul> The Bidder <b>MUST</b> demonstrate how it will resolve potential problems pertaining to a transition and describe the Bidder's proposed solutions.
M8	Third Party Licensing Terms	The Bidder <b>MUST</b> provide a detailed description of the Bidder's ability to assist Canada with third party license agreements. i.e. If a Publisher requests the signing of their License Agreement in order for Canada to be granted access to an Online Information Product, how does the Bidder propose handling this situation before Canada must invoke Part 2 – Section 5.
M9	Ordering Process	Given the process outlined in Part 6 – Article 5, the Bidder <b>MUST</b> demonstrate how the Bidder will meet these contractual obligations. Bidder should consider how its current order process is handled and provide a detailed description of how the Bidder's can accommodate the ordering process Canada has presented herein. Bidder can provide suggestions in this scenario for improvement of the Ordering process presented. Canada is not obligated to accept or adopt any proposed suggestions. Bidder must be able to fulfill the Order Process obligations as they are currently outlined.
M10	Non-delivered goods	Bidder <b>MUST</b> provide a detailed description of how non-delivered goods are handled and how refunds are managed. See Part 6, Article 6.3.
M11	Bilingual Services	Bidder <b>MUST</b> provide at least one contact who is fully bilingual (French and English) in order to fulfill Canada's requirements in Part 6, Article 4.3 (i); as well as in Annex A – Section 4.0.
M12	Reporting	Bidder <b>MUST</b> provide a detailed description of how they will meet the reporting requirements detailed in Annex A – Section 6.

## SECTION II: POINT-RATED TECHNICAL EVALUATION CRITERIA

### Rated Criteria (Maximum 55 points)

R1	Mandatory Requirements M1 to M12  Max 36 points	Each mandatory criterion will be scored as follows:  Outstanding or Exceptional Response = 3 pts Well Addressed Response = 2 pts Satisfactory Response = 1 pt Unsatisfactory Response = 0 pts
R2	Experience in Subscription Acquisition & Management Services  Max 10 points	The Bidder should demonstrate its experience in the acquisition and management services of print and online Information Products within the Government of Canada in excess of \$1M over the past five years:  Year 2009: Number of contracts Year 2010: Number of contracts Year 2011: Number of contracts Year 2012: Number of contracts Year 2013: Number of contracts  Bidder <b>MUST</b> provide the contract number and dollar value for each contract. Simply stating the number of contracts will not be deemed as meeting the criteria.  Scoring: for each year the number of contracts is 3 or greater = 2 pts, for each year the number of contract is 1-2 = 1pt, for each year the number of contracts is zero = 0 pts
R3	Corporate Profile  Max 4 points	Account Manager: The Bidder should identify a proposed resource that will act as the focal point for enquires, either by the client or PWGSC contracting authority  Scoring:  Account manager with more than ten years of demonstrated experience in providing subscription acquisition and management services to Government of Canada clients = 4 pts  Account manager with five to ten years of demonstrated experience in providing subscription acquisition and management services to Government of Canada clients = 2 pts  Account manager with less than four years of demonstrated experience in providing subscription acquisition and management services to Government of Canada clients = 0 pts
R4	Risk Recognition & Management  Max 5 points	The Bidder should demonstrate its ability to recognize and manage risk as it pertains to the Requirement of the RFP. A risk may be an occurrence that has potential for significant negative consequences, such as situations involving factors that tend to increase the probability or severity of adverse results.  To demonstrate its ability to recognize and manage risk, the bidder should:  Explain how the Bidder proposes to mitigate the potential negative



Solicitation No. - N° de l'invitation  
EN581-140001/A  
Client Ref. No. - N° de réf. du client  
EN581-140001

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pi010EN581-140001

Buyer ID - Id de l'acheteur  
pi010  
CCC No./N° CCC - FMS No./N° VME

		consequences of the failure of publishers to deliver subscriptions to clients.  Outstanding or Exceptional Response = 5 pts Well Addressed Response = 3 pts Satisfactory Response = 1 pt Unsatisfactory Response = 0 pts
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### SECTION III: MANDATORY FINANCIAL EVALUATION

PWGSC will conduct the financial evaluation based on the methodology detailed below.

The Bidder must quote a firm "all-inclusive" Fee expressed as a percentage (%). This all-inclusive fee is to be based on the requirement as a whole, which includes;

- any option period exercised to extend the period of the Contract;
- any option Canada exercises to add another Client Department to the requirement; and
- fulfilling all obligations as outlined in the RFP and Annex A – Statement of Work.

Bidder to input their all-inclusive fee, as a percent, here \_\_\_\_%.

**NOTE:** Lowest all-inclusive fee will be assigned top rating of 60 points. The calculation for each Bidder's all-inclusive fee will be calculated as per the formula below.

#### **CALCULATION for the All-inclusive fee score:**

$$60 - 10(\text{bidder's fee} - \text{winning fee}) = x$$

**With respect to Q. 4:** Can vendors provide firm pricing 30 days in advance of the renewal to allow time for the publisher's prices to be updated to reflect current prices?

**A. 4:** Articles 3.2, 5.1 and 5.3 will be updated to 30 days.

**With respect to Q.7** Page 15, #6.3, Refund for Non-Delivered Goods

Please consider the following clarification:

Vendors cannot refund any prorated amount of the subscription. Refunding a prorated amount of the subscription cost for undelivered goods is **not possible and cannot be agreed to.**

It is reasonable and possible for the vendor to pursue a refund from publishers for undelivered goods and credit the client accordingly **should a refund be received from the publisher.**

**Unless a refund is received from a publisher no refund can be provided to the client.** If no refund is forthcoming from the publisher it is reasonable for the agent to pursue an extension of the subscription term.

**A.7:** Article 6.3 – Refund for Non-Delivered Goods has been revised as per below:

**6.3 – Refund for Non-Delivered Goods:**

“In the event of a non-delivered Information Product, the Contractor must pursue a refund from the Publisher and credit the Client accordingly should a refund be received from the Publisher. Unless a refund is received from the publisher no refund can be provided to the client. If no refund is forthcoming from the publisher, it is reasonable for the Contractor to pursue an extension of the subscription term. Contractor must keep the Client informed weekly until Publisher confirms either way.”