



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

**Government of Canada Building  
101 - 22nd Street East  
Suite 110  
Saskatoon  
Saskatchewan  
S7K 0E1  
Bid Fax: (306) 975-5397**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Liberty Library Management Software	
<b>Solicitation No. - N° de l'invitation</b> M5000-178069/B	<b>Date</b> 2017-09-27
<b>Client Reference No. - N° de référence du client</b> M5000-178069	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$STN-202-5013	
<b>File No. - N° de dossier</b> STN-7-40005 (202)	<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 2017-11-07</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST
<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> Kowal, Meagan	<b>Buyer Id - Id de l'acheteur</b> stn202
<b>Telephone No. - N° de téléphone</b> (306) 241-3494 ( )	<b>FAX No. - N° de FAX</b> (306) 975-5397
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> ROYAL CANADIAN MOUNTED POLICE ASSET & CONTRACTING BRANCH 111140-109TH ST Edmonton Alberta T5G2T4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada/Réception  
des soumissions Travaux publics et Services gouvernementaux  
Canada  
Government of Canada Building  
101 - 22nd Street East  
Suite 110  
Saskatoon  
Saskatchewan  
S7K 0E1

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

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This bid solicitation cancels and supersedes previous bid solicitation number **M5000-178069/A** dated **2017-06-22** with a closing of **2017-08-02 at 2:00 pm, (CST)**. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

**BID SOLICITATION**  
**LIBRARY MANAGEMENT SYSTEM**  
**FOR**  
**RCMP**

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- Form 2- Software Publisher Certification Form
- Form 3 - Software Publisher Authorization Form

# **BID SOLICITATION**

## **LIBRARY MANAGEMENT SYSTEM**

### **FOR**

### **RCMP**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six parts and the annexes, as follows:

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

The annexes include the Statement of Requirements, the Basis of Payment and any other annexes.

### **1.2 Summary**

- (a) This bid solicitation is being issued to satisfy the requirement of the Royal Canadian Mounted Police (RCMP) in Regina, SK, for a Library Management System. It is intended to result in the award of a contract for one (1) year with four (4) additional one (1) year options.
- (b) The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA)

### **1.3 Debriefings**

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

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

- (a) 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.

### 2.3 Former Public Servant

- (a) Contracts awarded to 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 awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### (b) 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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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*

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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-8.

(c) **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:

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.

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.

(d) **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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 Applicable Taxes.

**2.4 Enquiries - Bid Solicitation**

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

(a) Canada requests that Bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (one (1) hard copy)
- (ii) Section II: Financial Bid (one (1) hard copy)
- (iii) Section III: Certifications (one (1) hard copy)

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

(b) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

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

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

### 3.2 Section I: Technical Bid

(a) 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.

(b) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment "1" with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

### 3.3 Section II: Financial Bid

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- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Exchange Rate Fluctuation**
  - (i) C3011T (2013-11-06), Exchange Rate Fluctuation

### 3.4 Section III: Certifications

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

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, financial, and evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Technical Evaluation - Mandatory Technical Criteria

- (a) Bidders must meet all mandatory evaluation criteria included in Annex "C".

### 4.3 Financial Evaluation

- a) The Total as shown in Annex B, Basis of Payment, will be used as the evaluated price for evaluation purposes
- b) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded.

### 4.4 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract

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

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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

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

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

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

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

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

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

### 5.3 Additional Certifications Precedent to Contract Award

(a) **Bidder Certifies that All Equipment and Software is "Off-the-Shelf"**

Any equipment and software bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all the equipment and software bid is off-the-shelf.

(b) **Software Publisher Certification and Software Publisher Authorization**

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

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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.

### 6.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work in accordance with, and at the prices set out in, the Contract. This includes:
- (i) granting the license to use the Licensed Software described in the Contract;
  - (ii) providing the Software Documentation;
  - (iii) providing maintenance and support for the Licensed Software during the Software Support Period;
  - (iv) providing training, as and when requested by Canada,
- (b) **Client:** Under the Contract, the "**Client**" is the Royal Canadian Mounted Police, Learning Resource Centre, Regina, SK.

### 6.2 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

- (a) **General Conditions:**
- (i) 2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- (b) **Supplemental General Conditions:**
- The following Supplemental General Conditions:
- (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
  - (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- apply to and form part of the Contract.

### 6.3 Security Requirement

There is no security requirement applicable to this Contract.

### 6.4 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
- (i) The "Initial Contract Period", which begins on the date the Contract is awarded and ends one (1) year later; and

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(ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

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

(i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1)-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

(ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) 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.

**6.5 Authorities**

**(a) Contracting Authority**

The Contracting Authority for the Contract is:

Name: Meagan Kowal  
Title: Procurement Officer  
Public Services and Procurement Canada  
Procurement Services  
Directorate: Western Region  
Address: 101-22<sup>nd</sup> Street East, Suite 110  
Saskatoon, SK S7K 0E1  
Telephone: 306-241-3494  
Facsimile: 306-975-5397  
E-mail address: [meagan.kowal@pwgsc-tpsgc.gc.ca](mailto:meagan.kowal@pwgsc-tpsgc.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.

**(b) Technical Authority**

The Technical Authority for the Contract is:

TBD

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

**(c) Contractor's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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

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

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.7 Payment

### (a) Basis of Payment

- (i) **Licensed Software, Maintenance and Support:** For the license(s) to use the Licensed Software (including integration and configuration of the Licensed Software and the Software Documentation, in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra. The firm prices include the warranty, maintenance and support
- (ii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

### (b) Limitation of Price

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

### (c) Method of Payment

#### Multiple Payments

- (i) H1001C (2008-05-12), Multiple Payments

#### Advance Payment

- (ii) Canada will pay the Contractor in advance for the annual software licenses and subscription fees if:
  - (A) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (B) All such documents have been verified by Canada.
- (iii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

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(d) **SACC Manual Clauses**

- (i) C2000C (2007-11-30), Taxes - Foreign-based Contractor
- (ii) A9117C (2007-11-30), T1204-Direct Request by Customer Department

(e) **Invoicing Instructions**

- (i). The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (ii). The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (iii). By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (iv). The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

**6.8 Certifications**

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

**6.9 Applicable Laws**

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

**6.10 Priority of Documents**

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

- (a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
  - (i) 4003;
  - (ii) 4004;
- (c) general conditions 2035 (2016-04-04), Higher Complexity - Services
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment

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- (f) the Contractor's bid dated \_\_\_\_\_ (TBD) not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

### 6.11 Foreign Nationals (Canadian Contractor)

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

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

### 6.12 Foreign Nationals (Foreign Contractor)

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

### 6.13 Insurance Requirements

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

### 6.14 Licensed Software

- (a) With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ <i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Type of License being Granted	Entity License
Entity Licensed	The Entity Licensed is the Client.
Language of Licensed Software	The Licensed Software must be delivered in both French and English.

- (b) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation

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### 6.15 Licensed Software Maintenance and Support

- (a) With respect to the provisions of Supplemental General Conditions 4004:

Software Support Period	The Software Support Period is for the Contract Period.
Website	In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____.  <b>[Note to Bidders:</b> to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

### 6.16 Safeguarding Electronic Media

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

### 6.17 Transition Services at End of Contract Period

The Contractor agrees that, in the period leading up to the end of the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

### 6.18 Termination for Convenience

With respect to Section 30 of 2035, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

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.

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5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
  - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
  - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
  
6. 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.

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## ANNEX A

### STATEMENT OF WORK

#### 1.0 Scope

The Royal Canadian Mounted Police (RCMP), is looking to replace the current library management system at The Learning Resource Centre (LRC). The new system will support the work of LRC staff and the research activities of RCMP cadets, RCMP staff at Depot and other agencies that get trained at Depot.

#### 2.0 Background

The Learning Resource Centre (LRC) is a special library with one location, committed to providing first class quality collections, online resources, and personal service to cadets and staff of the RCMP academy and distance learners. Material is available on law enforcement, criminology, investigative techniques, RCMP history, social sciences, administration, computers, and many other areas relative to policing. They house books, journals, reference, computers and video collections and subscribe to a number of electronic resources and databases. The LRC has two staff members who require simultaneous access to the library system.

The LRC is currently without a library system, although the LRC formerly used Voyager as its library system from 2000 to June 2017. The LRC has a file with the bibliographic data in MARC format ready to be imported into the new library system. The LRC has no circulation data, acquisitions data, no authority records or linked documents that need to be transferred. The LRC will only be transferring bibliographic data.

The LRC has approximately 6000 bibliographic records, mainly describing books, videos and a few online resources. The materials in our collection are books, videos, serials with access to a number of databases, subscribed to through a province-wide consortium. Databases that the LRC subscribes to include, but are not limited to: Pressreader, Canadian Newstand, LegalTrac, Expanded Academic ASAP, CBCA Complete, General Reference Centre Gold, General OneFile, Canadian Periodical Index, Business Source Elite, Auto Repair Reference Centre and Repere. The maximum end-user count for these databases is approximately 2000.

#### 3.0 Specifications

3.1 Since the LRC is without a library system, the LRC must upgrade to a new library management system as soon as possible. This involves transferring collection records, access to commercially purchased online databases, journals and books to the new platform. The data that will be transferred from Voyager to the library system is the bibliographic records (ex. Descriptions of the material in the library's collections. There is no protected or classified information included in this). The LRC has no circulation data, acquisitions data, no authority records or linked documents that need to be transferred. The new system must be cloud/web based and will therefore not require any client or server software be installed at The RCMP.

#### 4.0 Requirements

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The Contractor must provide the following mandatory requirements:

- 4.1 A bilingual (French and English) public interface for LRC clients. The staff interface does not need to be available in both languages, but does need to be available in English. The French for the public interface must not be provided through Google translate (or some other automatic translation service).
- 4.2 A discovery layer/federated search that allows end users the ability to search the library's collection as well as article level searching within resources (e-journals, etc.) subscribed to by the library.
- 4.3 Migration of existing bibliographic data **only** from a MARC encoded file to the new library system environment.
- 4.4 Hosted in a cloud based or Software-as-a-Service environment, while ensuring a high level of security.
- 4.5 Storage for bibliographic data only.
- 4.6 Analytics and reporting.
- 4.7 English language training and support. Online training is sufficient.
- 4.8 Secure patron management services managed within the library system. SAML is not supported.
- 4.9 Serials management (tracking magazine, journals, and newspaper holdings)
- 4.10 Acquisitions support (ordering, receiving, and invoicing materials)
- 4.11 Cataloguing management (classifying and indexing materials)
  - a. MARC format is required.
  - b. Must allow for import of bibliographic records.
- 4.12 Circulation service (barcode scanning, etc.) (lending materials to patrons and receiving them back)
- 4.13 Self check-out capability.

## 5.0 SUPPORT and MAINTENANCE

The Contractor must provide contact support online and by phone. Access support must be available from Monday to Friday between 0600 to 2000.

The Contractor must provide regular updates to the system – responsive to user needs from the user community. Communication regarding these update should be handled within the system and/or by email communication. If requiring downtime, these updates should be managed during non-peak service hours. Uptime of at least 98%.

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**ANNEX B**

**BASIS OF PAYMENT**

Firm all inclusive unit prices, F.O.B destination unloaded. All surcharges (if applicable) are included in the prices herein. GST is to be excluded from the prices identified herein. GST, if applicable, is to be added to the invoice as a separate item.

One Time Service Fee – Purchase and Implementation (system set up, data migration, training, etc )	\$
Annual License and Subscription Fees – *Year 1 - 2017-2018	\$
Annual License and Subscription Fees – *Option Year 1 – 2018-2019	\$
Annual License and Subscription Fees – *Option Year 2 – 2019-2020	\$
Annual License and Subscription Fees – *Option Year 3 – 2020-2021	\$
Annual License and Subscription Fees – *Option Year 4 – 2021-2022	\$
<b>TOTAL</b>	<b>\$</b>

\*Annual payment for licenses will occur on \_\_\_\_\_(TBD)

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## Annex C

### Technical Criteria

To be considered responsive, a bid must meet all of the following mandatory evaluation criteria. Bids not meeting all of the mandatory requirements will be given no further consideration. Failure to meet any of the following mandatory criteria at bid closing will render a submission non-responsive and it will be given no further consideration.

The Bidder must submit with their proposal at time of bid closing supporting technical documents such as: technical specifications, literature, brochures or other similar supporting documentation, which clearly demonstrates that the Bidder's proposed product meets each of the Mandatory Requirements. If published technical documentation does not exist for a specific requirement, then a written narrative explaining how the product offered meets the specifications should be included with the proposal.

If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.

Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.

An offer should clearly indicate compliance or non-compliance with each article below by inserting Yes or No under the Comply Column.

To ensure compliance is clear, the Bidder should utilize a numbering system that corresponds to the numbering system below. An example of an acceptable system would be to indicate the specification reference number on a Tab stuck to the appropriate page of the technical documentation and/or by highlighting or underlining the appropriate technical reference.

Line	Mandatory Requirement	Supporting Information – Bidder to indicate cross reference	Comply Yes/No
1	A bilingual (French and English) public interface for LRC clients. The staff interface does not need to be available in both languages, but does need to be available in English. The French for the public interface must not be provided through Google translate (or some other automatic translation service).		
2	A discovery layer/federated search that allows end users the ability to search the library's collection as well as article level searching within resources (e-journals, etc.) subscribed to by the library.		
3	Migration of existing bibliographic data <b>only</b> from a MARC encoded file to the new library system environment.		
4	Hosted in a cloud based or Software-as-a-Service environment, while ensuring a high level of security.		
5	Storage for bibliographic data only.		

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6	Analytics and reporting.		
7	English language training and support. Online training is sufficient.		
8	Secure patron management services managed within the library system. SAML is not supported.		
9	Serials management (tracking magazine, journals, and newspaper holdings)		
10	Acquisitions support (ordering, receiving, and invoicing materials)		
11	Cataloguing management (classifying and indexing materials) a. MARC format is required. b. Must allow for import of bibliographic records.		
12	Circulation service (barcode scanning, etc.) (lending materials to patrons and receiving them back)		
13	Self check-out capability.		

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## BIDDER FORMS

Form 1 BID SUBMISSION FORM													
<b>Bidder's full legal name</b>  <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>													
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">Name:</td><td></td></tr> <tr><td>Title:</td><td></td></tr> <tr><td>Address:</td><td></td></tr> <tr><td>Telephone #:</td><td></td></tr> <tr><td>Fax #:</td><td></td></tr> <tr><td>Email:</td><td></td></tr> </table>	Name:		Title:		Address:		Telephone #:		Fax #:		Email:	
Name:													
Title:													
Address:													
Telephone #:													
Fax #:													
Email:													
<b>Bidder's Procurement Business Number (PBN)</b>  <i>[see the Standard Instructions 2003]</i>  <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>													
<b>Jurisdiction of Contract:</b>  Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)													
<b>Licensed Software Maintenance and Support:</b>  <i>(Contracting Authority should only insert when supplemental General Conditions 4004 has been inserted in Part 7).</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">Toll-free Telephone Access:</td><td></td></tr> <tr><td>Toll-Free Fax Access:</td><td></td></tr> <tr><td>E-Mail Access:</td><td></td></tr> <tr><td>Website address for web support:</td><td></td></tr> </table>	Toll-free Telephone Access:		Toll-Free Fax Access:		E-Mail Access:		Website address for web support:					
Toll-free Telephone Access:													
Toll-Free Fax Access:													
E-Mail Access:													
Website address for web support:													
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:													
<ol style="list-style-type: none"> <li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ol>													
<b>Signature of Authorized Representative of Bidder</b>	<hr style="border: 0; border-top: 1px solid black; width: 100%;"/>												

<b>Solicitation No. – N° de l'invitation</b> M5000-178069/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> STN 202
<b>Client Ref. No. – N° de réf. De client</b> M5000-178069	<b>File No. – N° du dossier</b> STN-7-40005	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

<p><b>Form 2</b>  <b>Software Publisher Certification Form</b>  (to be used where the Bidder itself is the Software Publisher)</p>
<p>The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:</p>
<hr/>
<hr/>
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<hr/>
<p><i>[Bidders should add or remove lines as needed]</i></p>

Solicitation No. – N° de l'invitation  
M5000-178069/B

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M5000-178069

File No. – N° du dossier  
STN-7-40005

CCC No./ N° CCC – FMS No/ N° VME

**Form 3**  
**Software Publisher Authorization Form**  
(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

\_\_\_\_\_

\_\_\_\_\_

*[Bidders should add or remove lines as needed]*

Name of Software Publisher (SP) \_\_\_\_\_

Signature of authorized signatory of SP \_\_\_\_\_

Print Name of authorized signatory of SP \_\_\_\_\_

Print Title of authorized signatory of SP \_\_\_\_\_

Address for authorized signatory of SP \_\_\_\_\_

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

Fax no. for authorized signatory of SP \_\_\_\_\_

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

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

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