



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
11 Laurier St./11, rue Laurier  
Gatineau  
Québec  
K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Integrated Library Systems	
<b>Solicitation No. - N° de l'invitation</b> 72000-170012/A	<b>Date</b> 2018-05-01
<b>Client Reference No. - N° de référence du client</b> 72000-170012	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$XL-127-33511	
<b>File No. - N° de dossier</b> 127x1.72000-170012	<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 2018-06-13</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Flemming, Brock	<b>Buyer Id - Id de l'acheteur</b> 127x1
<b>Telephone No. - N° de téléphone</b> (613) 858-8073 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Bid Receiving - PWGSC/Réception des soumissions - TPSGC Phase III - Place du Portage Core 0B2 / Noyau 0B2 11 rue Laurier Gatineau Quebec K1A 0S5	

**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**

Shared Systems Division (XL)/Division des systèmes  
partagés (XL)  
Terrasses de la Chaudière  
4th Floor, 10 Wellington Street  
4th etage, 10, rue Wellington  
Gatineau  
Québec  
K1A 0S5

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Del. Offered Liv. offerte
1	Integrated Library Systems	72000	72000	1	Each	\$	\$	See Herein	

**BID SOLICITATION**  
**INTEGRATED LIBRARY SYSTEM**  
**FOR**  
**PUBLIC PROSECUTION SERVICE OF CANADA**

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**List of Annexes to the Resulting Contract:**

Annex A      Basis of Payment  
Annex B      Statement of Work  
Annex C      Statement of Requirements

**Forms:**

- Form 1 - Bid Submission Form
- Form 2 - Software Publisher Certification Form
- Form 3 - Software Publisher Authorization Form
- Form 4 – List of Names Form
- Form 5 - Declaration Form

**BID SOLICITATION**  
**INTEGRATED LIBRARY SYSTEM**  
**FOR**  
**PUBLIC PROSECUTION SERVICE OF CANADA**

**PART 1 - GENERAL INFORMATION**

**1.1 Introduction**

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

- Part 1** General Information: provides a general description of the requirement;
- Part 2** Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3** Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5** Certifications: includes the certifications to be provided;
- Part 6** Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

**1.2 Summary**

- (a) This bid solicitation is being issued to satisfy the requirement of Public Prosecution Service of Canada (the "**Client**") for an Integrated Library System (ILS). It is intended to result in the award of a contract for **1** year, plus **9** one-year irrevocable options allowing Canada to extend the term of the contract.
- (b) There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organizational security screening or security clauses, Bidders should refer to the Industrial and Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (c) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA),

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the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).

### 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.

## 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 (2015-08-17) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails
- (d) "Subsection 3 of Section 01, Integrity Provisions - Bid of Standard Instructions (2003) incorporated by reference above is deleted in its entirety and replaced with the following:

#### 3. List of Names

- a) Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFS).
- b) These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.
- (e) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
  - (i) Delete: 60 days
  - (ii) Insert: 180 days

### 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.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### 2.3 Former Public Servant

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- (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 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.

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(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 **5** calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (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 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.

**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 Ontario, Canada.

**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. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

**2.6 Improvement of Requirement During Solicitation Period**

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Should bidders consider that the specifications or Statement of Requirements 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 reasons 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 in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

## **2.7 Volumetric Data**

The data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the ILS will be consistent with this data. It is provided purely for information purposes.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) **Copies of Bid:** Canada requests that Bidders provide their bid in separately bound sections as follows:
- (i) Section I: Technical Bid (1 hard copies and 2 soft copies on 2 USB key);
  - (ii) Section II: Financial Bid (1 hard copies and 2 soft copies on 2 USB key); and
  - (iii) Section III: Certifications (1 hard copies and 2 soft copies on 2 USB key).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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;
  - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
  - (iv) include a table of contents.
- (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.
- (d) **Submission of Only One Bid:**
- (i) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
  - (ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is

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a natural person, corporation, partnership, etc), an entity will be considered to be "**related**" to a Bidder if:

- (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- (B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

(iii) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

**(e) Joint Venture Experience:**

(i) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

(ii) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

(iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a

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minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- (iv) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

### 3.2 Section I: Technical Bid

- (a) In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid must 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.
- (c) The technical bid consists of the following:
- (i) **Substantiation of Technical Compliance:** The Technical Bid must substantiate the compliance of the Bidder's solution with Annex C - Statement of Requirements.
- (ii) The Bidder must include a description of its maintenance and support services for software, which must be consistent with all the requirements described in the Resulting Contract Clauses, including the Statement of Work. At a minimum, the Bidder must describe its:
- (A) Problem reporting and response procedures;
- (B) Escalation procedures;
- (C) On-site support availability; and
- (D) Any enhancements to the basic requirements that the Bidder is offering.
- (iii) **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.
- (iv) **Technical Documentation:** The Bidder must provide technical documentation such as user manuals, screenshots, design or system management documents (or other information sources) to support the Bidder's response to each requirement (a soft copy of the technical documents required to support the Technical Bid is acceptable). Links to websites are not acceptable and if provided to validate a mandatory requirement, it

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will render the bid response non-responsive. The Bidder should include the precise location of the reference material including the title of the document, the page and the paragraph numbers when addressing each criterion. Any reference material listed by the Bidder to demonstrate the compliance must be part of the bid (hard copy or soft copy). If it is not included in the bid, it will not be taken into consideration by Canada. Where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the bid documentation.

- (v) **Description of Evolution of Software Solution:** The Bidder is requested to describe when and how the proposed Software Solution was conceived and how it has evolved, with the accomplishments of each release. This is requested for information purposes only and will not be evaluated.

### 3.3 Section III: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Annex A – Pricing Tables without any conditions, assumptions, or restrictions. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under the resulting contract, with the exception of those limitations that are expressly set out in this solicitation, will be considered non-responsive. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (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, including any option to extend the 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) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.4 Section IV: 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 and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (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 3 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) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - (A) verify any or all information provided by the Bidder in its bid; or
    - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

the Bidder must provide the information requested by Canada within 3 working days of a request by the Contracting Authority.
  - (iii) **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

- (a) **Mandatory Requirement:**
- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
  - (ii) The mandatory requirements are described in Annex C - Statement of Requirements.
- (b) **Point-Rated Requirements**
- (i) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or "should" or by reference to a score.

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Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

- (ii) The point-rated requirements are described in Annex C - Statement of Requirements
- (c) Reference Checks:
  - (i) For reference checks, Canada may conduct the reference check via telephone. Canada may call the contacts supplied by all the Bidders within a 48-hour period using the phone number provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada first calls.
  - (ii) On the third working day after initially calling, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and phone number of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
  - (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
  - (iv) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

#### 4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the **Total Bid Price** using the Pricing Tables completed by the bidders.
- (b) The financial evaluation process is described in Annex A.
- (c) Formulae in Pricing Tables

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a Bidder.

- (d) Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower

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than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the Bidder must provide the following information:

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation;
- (iii) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

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#### 4.4 Basis of Selection

- (a) To be declared responsive, a bid must:
- (i) comply with the terms and conditions of the bid solicitation;
  - (ii) comply with all the requirements of the bid solicitation; and
  - (iii) meet all mandatory technical evaluation criteria.

Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.

- (b) Price is given a rating value which is included in the total calculation of the bid. 60% of the points will be awarded to the technical bid and 40% of the points will be awarded to the financial bid.

To complete this calculation the following formula is used:

$$\left( \frac{\text{Score of the rated requirements of the Bid}}{\text{Maximum score possible}} \right) \times 60\% = \text{Total 1}$$

$$\left( \frac{\text{Lowest Total Assessed Price}}{\text{Total Assessed Price of the bid}} \right) \times 40\% = \text{Total 2}$$

$$(\text{Total 1}) + (\text{Total 2}) = \text{Combined Rating of Technical Merit and Price}$$

The top-ranked responsive bid will be determined based on the proposal which has met all mandatory criteria, has met or exceeded the required minimum pass marks of the rated requirements and offers the **Highest Responsive Combined Rating of Technical Merit and Price** as calculated above. The Top-ranked responsive bid, will be recommended for Contract award.

- (c) 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.
- (d) If more than one bidder is ranked first because of identical overall scores, then the bidder with the best financial score will become the top-ranked bidder.

## 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. 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 Bid

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

(a) **Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, the completed Declaration Form 5 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 provided will render the bid non-responsive.

(a) **Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the names of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

(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 - SECURITY REQUIREMENTS

### 6.1 Security Requirement

This document is UNCLASSIFIED, however;

- (a) The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;
- (b) Contractor personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the Integrated Library System (ILS) Solution described in the Contract, including the Statement of Requirements, in accordance with, and at the prices set out in, the Contract. This includes:
  - (i) granting the rights to use the Integrated Library System Solution described in the Contract;
  - (ii) providing the ILS Documentation;
  - (iii) providing Application Configuration and Data Import Services for the Licensed Software Solution;
- (b) **Client:** Under the Contract, the "**Client**" is Public Prosecution Service of Canada.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
  - (i) any reference to a "**deliverable**" or "**deliverables**" includes the Hardware, the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred.

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## 7.2 License Grant:

- (a) The Integrated Library System (ILS) Solution includes the subscription licensed rights to access and use the ILS Solution and any other software or software code required for the ILS Solution offered by the Contractor in its bid to function in accordance with the ILS Solution Documentation and the Statement of Requirements during the period of the Contract. The ILS Solution also includes all services necessary for use of the ILS Solution as per Annex B – SOR.
- (b) The Contractor agrees that the ILS Solution includes anything required to enable Library Staff and OPAC Users to use all the features and functionality of the ILS Solution meeting the Statement of Requirements and providing the functionality as proposed by the Contractor in its bid response, including but not limited to providing any and all hosted software, hosted equipment, host agents, access licenses, drivers, application programming interfaces, adapters, connectors, plug-ins, development frameworks and hosted management consoles.
- (c) The Contractor grants to Canada the subscription license right to access and use the ILS Solution for 3 Library Staff user licenses in accordance with the conditions of the Contract.
- (d) The license granted under the Contract entitles Canada to access, test and use the ILS Solution, in whole or in part, for its purposes, at Canada's sole discretion, by any Canadian government department, Crown corporation or agency 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 has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.
- (e) The license granted under the Contract is unaffected by changes in the environment described in the SOR, such as changes to the operating system, types of Devices, or other software products used by the Users.
- (f) In addition to the obligations set out in the Statement of Requirements, the Contractor must provide the English and French language versions of the ILS Solution.
- (g) Additional Rights: The license includes the right for Canada to access and use the ILS Solution, which includes the rights:
  - (i) to publish an unlimited amount of content unrestricted by the number or type of Library Staff Users, providing the number of Users does not exceed those licensed per Annex A;
  - (ii) to have unlimited OPAC users;
  - (iii) to access and use the ILS Solution from an unlimited number of locations, devices, and operating environments;
  - (iv) to make this use by way of the Internet, or such other means as may become possible from time to time so that Users have “universal access rights” (i.e., a right to access and use the OPAC by any means from any location as may become possible from time to time), whether their means of access is secure, wireless, mobile or by any other means available; and
  - (v) to make use of this regardless of the operating systems, software applications and Application Programming Interface(s) (API) that may be used from time to time; however, Canada acknowledges that the Contractor is not granting any license rights to software other than that comprising the ILS Solution;

all without requiring the purchase of any further licenses or rights.

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### 7.3 Ownership

- (a) Canada acknowledges that ownership of the ILS Solution belongs to the Contractor or its licensor and is not transferred to Canada. As a result, any reference in the Contract to any part of ILS Solution as a deliverable must be interpreted as a reference to the license to access and use the ILS, not to own the ILS.
- (b) Canada acknowledges that, in performing any warranty, maintenance, support and professional services related to the ILS Solution (if required under the Contract), the Contractor and its employees, agents, and subcontractors may develop and share with Canada ideas, know-how, teaching techniques and other intellectual property. Unless otherwise provided in the Contract, ownership to that intellectual property will remain with the Contractor. As long as the Contractor at all times observes the confidentiality provisions of the Contract, the Contractor will be entitled to use that intellectual property for whatever purposes it sees fit, including in the services it provides to its other customers, on the condition that Canada also has the right to use that intellectual property for its own business purposes at no additional cost. The Contractor agrees that all data, know-how or other intellectual property created or owned by Canada will remain the property of Canada, regardless of whether that data is created, processed, or stored using the ILS Solution.

### 7.4 Optional Goods and/or Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both, described in the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### 7.5 Term of License:

- (a) Canada's license to access and use the ILS Solution is an annual subscription license that is in effect during the Contract Period.
- (b) The Contractor may terminate Canada's license with respect to the ILS Solution by giving the Contracting Authority written notice to that effect if Canada is in breach of its license with respect to the ILS Solution, or fails to pay for the license in accordance with the Contract, and if that breach continues for a period of thirty (30) days after the Contracting Authority receives written notice from the Contractor giving particulars of the breach.

### 7.6 Right to License:

- (a) The Contractor guarantees that it has the right to license the ILS Solution and full power and authority to grant to Canada all the rights granted under the Contract. The Contractor also guarantees that all necessary consents to that grant have been obtained. Canada agrees that its only remedy and the Contractor's entire obligations in relation to a breach of this guarantee are the remedies and obligations set out in the section entitled "Intellectual Property Infringement and Royalties" contained in the General Conditions.

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- (b) The Parties agree that only the conditions that expressly form part of the Contract by being written out in full in the Articles of Agreement or listed in the Priority of Documents section in the Articles of Agreement form part of the Contract. Any conditions accompanying or enclosed with the ILS Solution if any, do not form part of the Contract and, therefore, are not part of Canada's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Canada or any Client or User be required to enter into any additional license agreement with respect to the ILS Solution or any portion of it. The Contractor acknowledges that any additional license agreement relating to the ILS Solution signed by anyone other than the Contracting Authority is void and of no effect.
- (c) Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained on the Contractor's Internet site or conditions that may accompany the ILS Solution in any manner, regardless of any notification to the contrary.

### 7.7 Changes in Functionality

- (a) During the term of the Contract, the Contractor must continue to deliver the ILS Solution as described in the Contract and Contractor's bid. Where the Contractor has reduced or eliminated functionality in the ILS Solution, Canada, at Canada's sole discretion, will:
  - (i) have, in addition to any other rights and remedies under this Contract or at law, the right to immediately terminate this Agreement and be entitled to a refund of any advanced payment;
- (b) If the Contractor removes any functions from the ILS Solution and offers those functions in any new or other services, the Contractor agrees to provide to Canada as part of Canada's License, the part of those new or other services which contain the relevant functions, or the whole programs to the extent that the relevant functions cannot run separately, pursuant to the same terms and conditions of this Contract.
- (c) Where Contractor increases functionality in the commercially available ILS Solution, such functionality must be provided to Canada without any increase in the ILS Solution cost.

### 7.8 Integrated Library System, Maintenance and Support Services

The following is in accordance with Annex C - Statement of Requirements.

- (a) **Integrated Library System Solution Warranty:** The Contractor warrants and represents that the ILS Solution will meet or exceed all the Specifications set out in the Contract and the Statement of Requirements during the entire Contract Period.
- (b) **Integrated Library System Solution Maintenance:**
  - (i) The Contractor must continue to maintain and upgrade the ILS Solution as a commercial ILS Solution (i.e. the Contractor or the software publisher must be continuing to develop new code in respect of the ILS Solution to maintain its functionality, enhance it, and deal with Errors) for the entire Contract Period. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the ILS Solution, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation and;
  - (ii) The Contractor must ensure that, as a minimum, the ILS Solution works with Microsoft Internet Explorer 11, including compatibility mode;

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- (iii) The Contractor must ensure that the ILS Solution works with all future commercially available versions of Microsoft Internet Explorer (version 11) and 2 previous versions (version 11 - 2). This requirement is in effect as of Microsoft Internet Explorer 11;
- (c) **Integrated Library System Support:** Throughout the Contract Period, the Contractor must as part of the ILS Support provide the following Support:
- (i) **E-Mail Support:** The Contractor must provide the e-mail Support through the Contractor's e-mail address at \_\_\_\_\_, in Canadian English, from 8:00 A.M. to 6:00 P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the e-mail is sent). If available, the e-mail support service is to be provided in both English and French, based on the choice of the Administrator's request. The Contractor must answer all e-mails (automatically generated e-mails will not be considered to meet this requirement) within 1 business day of the initial time of the Client's initial e-mail.
- (ii) **Technical Hotline Support:** The Contractor must provide the Technical Hotline Support through the Contractor's toll-free hotline at **[Contractor's Hotline Number]**, in English, from 8:00 A.M. to 6:00 P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the call is made). If available, the Technical Hotline Support is to be provided in both English and French, based on the choice of the Administrator's request. The Contractor must answer or return all calls (with a live service agent) within 60 minutes of the initial time of the Client or User's initial call. The Contractor's personnel must be qualified and able to respond to the Client's and any Client User's questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems relating to the Licensed Software.
- (iii) **Web Support:** The Contractor must provide Canada with technical web support services through a website that must include, as a minimum, frequently asked questions and on-line support tools in English. If available, the web support service is to be provided in both English and French, based on the choice of the Administrator's request. The Contractor's website must be available to Canada's Administrators 24 hours a day, 365 days a year, and must be available 98.5% of the time. The Contractor's website address is \_\_\_\_\_.
- (Note to bidders: Above information will be completed by the Contracting Authority at Contract Award.)*
- (d) **Language of Support:** The Support must be provided in English. If available, the Support Services must be provided in both French and English, based on the choice of the Administrator requesting support.

## 7.9 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>) issued by Public Works and Government Services Canada.

- (a) General Conditions:
- (i) 2030 (2015-09-03), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract,

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(ii) 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.

### 7.10 Security Requirement

The following security requirements (*SRCL and related clauses provided by ISP*) apply and forms part of the Contract.

There is no security requirement applicable to this Contract.

### 7.11 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 1 year(s) after the acceptance of the software solution; and
- (ii) any 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 **9** additional 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 **2** 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.

### 7.12 Authorities

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: **Brock Flemming**  
Title: Contracting Officer

Public Works and Government Services Canada  
Acquisitions Branch

Directorate: Software and Shared Systems Procurement Directorate  
Address: 10 rue Wellington, Gatineau, Quebec

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Telephone: 613-858-8073  
E-mail address: brock.flemming@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.

(b) **Project Authority**

The Project Authority for the Contract is:

**Note to bidders:** *information will be completed at contract award*

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

**Note to bidders:** *information will be completed at contract award*

**7.13 Payment**

(a) **Basis of Payment**

- (i) **Implementation:** For Implementation Services of the ILS Solution which includes: ILS Solution Configuration, Initial Data Upload, Testing, and Training, all as detailed in the Contract, Canada will pay the Contractor the firm lot price for 3 Government of Canada (GC) Library Staff Users set out in Annex A, Table 1, following submission of a valid invoice, FOB destination, including all customs duties, applicable taxes extra. The firm prices include the warranty during the Software Warranty Period and maintenance and support during the Hosting Period (including for any additional licenses purchased during the Contract Period).
- (ii) **Hosting of ILS Solution during Initial Contract Period and Optional Contract Periods:** For Users to access and use the ILS Solution including warranty, back-up and recovery, maintenance and support, hosting, the ILS Solution Documentation, and training, all as detailed in the Contract, Canada will pay the Contractor the firm lot price for 5 users to open an unlimited number of case files, as set out in Annex A, yearly in advance, following submission of a valid invoice, FOB destination, including all customs duties, Applicable Taxes extra. The firm price includes the warranty and maintenance and support during the Contract Period.
- (iii) **Application Configuration and Data Import:** For the Application Configuration and Initial Data Import for the ILS Solution, Canada will pay the Contractor, following acceptance by the client, based on milestone payments of the Installation and implementation of the Software solution, the firm rates set out in Annex A, Pricing Table, Applicable Taxes extra.

- (iv) **Optional Grant of Use for Additional Library Staff Users to access and use the ILS Solution:** For the option to acquire the right for additional Library Staff Users to access and use the ILS Solution including warranty, maintenance and support, hosting, ILS Solution Documentation, and training, during the initial Contract Period and for all Users during the option periods, all as detailed in the Contract, Canada will pay the Contractor the firm User price set out in Annex A, in advance, following submission of a valid invoice, FOB destination, including all customs duties, Applicable Taxes extra. The firm price includes the warranty and maintenance and support.
  - (v) **Training with a Firm Price:** For training courses above and beyond training for Implementation, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm price per course set out in Annex A, upon completion of the course, Applicable Taxes extra.
  - (vi) **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.
  - (vii) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the General Conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
  - (viii) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in 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 - Single Payment**
- (i) H1000C (2008-05-12) , Single Payment
- (d) **Method of Payment - Advance Payment**
- (i) Canada will pay the Contractor in advance for the Integrated Library System Solution 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;

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(B) All such documents have been verified by Canada.

(ii) 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.

**(e) No Responsibility to Pay for Work not performed due to Closure of Government Offices**

(i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

**7.14 Invoicing Instructions**

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) 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.
- (d) 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.

**7.15 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.

**7.16 Federal Contractors Program for Employment Equity - Default by Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

**7.17 Applicable Laws**

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

### 7.18 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:

these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;

- (a) supplemental general conditions, in the following order:
  - (i) 4003 (2010-08-16);
  - (ii) 4004 (2013-04-25);
- (b) General conditions 2030 (2015-09-03);
- (c) Annex A, Basis of Payment;
- (d) Annex B, Statement of Requirements
- (e) the Contractor's bid dated \_\_\_\_\_, as amended on \_\_\_\_\_, 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.

**Note to Bidders:** Information will be completed at contract award

### 7.19 Foreign Nationals (Canadian Contractor)

- (a) SACC Manual clause A2000C (2006-16-16) 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

### 7.20 Foreign Nationals (Foreign Contractor)

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

### 7.21 Insurance Requirements

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

### 7.22 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except

as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

(b) **First Party Liability:**

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
  - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000, whichever is more.

- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) **Third Party Claims:**

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

(d) **First Party Liability:**

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
  - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:

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- (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000, whichever is more.

- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

**(e) Third Party Claims:**

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (d).

**7.23 Financial Security**

- (a) SACC Manual clause E0008C (2014-09-25) Financial Security Definition - Contract

**7.24 Joint Venture Contractor**

- (a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members:

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- *[list all the joint venture members named in the Contractor's original bid].*
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - (i) \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
  - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

**Note to Bidders:** *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

#### 7.25 Extension of Existing Product Line

- (a) During the Contract Period, if technological improvements have been made to the products available for purchase under the Contract, the Contractor may propose new products that are an extension of an existing product line or the "next generation" of an existing product line that meet or exceed the specification(s) of existing products under the Contract, if the price for the new product does not exceed:
  - (i) the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;
  - (ii) the current published list price of the substitute product, minus any applicable Government discount; or
  - (iii) the price at which the substitute product is generally available for purchase, whichever is the lowest.
- (b) The proposed new product may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).

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- (c) The Government of Canada reserves the right to convert any of the Enterprise Architecture (EA) solution licenses into a Software as a Service (SaaS) provision model or to have the EA solution hosted in any combination of a contract hosted, third-party hosted, or cloud environment, provided that such offerings comply with the Aim, Scope and Priorities of the Contract.
- (d) Whether or not to accept or reject a proposed new product is entirely within the discretion of Canada. If Canada does not accept a proposed new product that is proposed to replace an existing product, the Contractor must continue to deliver the original product. If accepted, the addition of the new product will be documented for the administrative purposes of Canada by a contract amendment, by adding the new product to the Contract.

#### **7.26 Application Configuration of the Software Solution**

- (a) The Contractor must complete the Configuration of the Software Solution as per Annex B – Statement of Requirements.
- (b) The Contractor must ensure that the Software Solution works in the Client's environment and that any issues that arise are resolved.
- (c) The Contractor will meet with the Client's technical team for a post-implementation review of the implementation, including site-specific actions or requirements, and will advise on operational and maintenance procedures going forward.
- (c) The Contractor will provide a final report, for acceptance by the Client Project Authority, on the implementation including site-specific issues, operational advice and the Implementation Log.

#### **7.27 Representations and Warranties**

The Contractor made statements regarding, and its proposed resources, experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

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**ANNEX A**  
**BASIS OF PAYMENT**

<b>TABLE 1 - ANNUAL REQUIREMENT</b> <b>ANNUAL FIRM LOT PRICE FOR LIBRARY STAFF USER LICENSES TO ACCESS AND USE THE INTEGRATED LIBRARY SYSTEM SERVICE DURING THE CONTRACT PERIOD</b>		
<b>Item No.</b>	<b>Initial Deliverables Description</b>	<b>All-Inclusive Annual Firm Lot Price for 3 Library Staff Users for each annual Contract Period.</b>
1	For the provision <b>3</b> Library Staff Users to access and use the Integrated Library System (ILS) Service, including unlimited access to the OPAC, Documentation, Warranty, Hosting, Back-up and Recovery, Maintenance and Support Services, all as detailed in this Contract and Annex C - Statement of Requirements	\$0.00
<b>TOTAL FOR REQUIREMENT</b>		<b>\$0.00</b>

<b>TABLE 2 - INITIAL REQUIREMENTS</b> <b>FIRM LOT PRICES FOR DATA CONSUMPTION</b>				
<b>Item No</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>All inclusive Firm Price for the Initial Period</b>
1	<u>Data Storage</u> for digital data that is stored in logical pools for the Initial Contract Period of 1 Year	per Gigabyte	25	\$0.00
<b>Total for Table 1</b>				<b>\$0.00</b>

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<b>TABLE 3</b>					
<b>OPTION TO RENEW AND ACQUIRE ADDITIONAL LICENSES FOR LIBRARY STAFF USERS, TO ACCESS AND USE THE INTEGRATED LIBRARY SYSTEM DURING THE INTIAL AND OPTIONAL PERIODS</b>					
Item No. (A)	Description (B) For the provision of the license to access and use the Integrated Library System Service, including Documentation, Warranty, Unlimited access to the OPAC, and Maintenance and Support, all as detailed in this Contract and Annex B - Statement of Requirements.	Unit of Measure (C)	All-Inclusive Firm Price Per Additional Library Staff User Per Year* (D)	Quantity for Evaluation Purposes (E)	Extended Price for Evaluation Purposes (F)
1	Year 1	Library Staff User	\$0.00	3	1D x 1E
2	Option Year 1	Library Staff User	\$0.00	3	2D x 2E
3	Option Year 2	Library Staff User	\$0.00	3	3D x 3E
4	Option Year 3	Library Staff User	\$0.00	3	4D x 4E
5	Option Year 4	Library Staff User	\$0.00	3	5D x 5E
6	Option Year 5	Library Staff User	\$0.00	3	6D x 6E
7	Option Year 6	Library Staff User	\$0.00	3	7D x 7E
8	Option Year 7	Library Staff User	\$0.00	3	8D x 8E
9	Option Year 8	Library Staff User	\$0.00	3	9D x 9E
10	Option Year 9	Library Staff User	\$0.00	3	10D x 10E
<b>TOTAL EXTENDED PRICE FOR EVALUATION PURPOSES</b>					<b>Sum(1F:10F)</b>
<p>*Note: In order to provide for a common termination date for the ILS, where additional Library Staff User Licenses to access and use the Integrated Library System are aquired part way through the Contract Period, Canada will pay an amount based on the Firm Price per Library Staff User per year set out in this Annex A, Table 3, divided by 12 and then multiplied by the number of months to the end of the current contract period.</p>					

<b>TABLE 4</b>				
<b>OPTION TO RENEW QUANTITIES FOR DATA STORAGE DURING OPTIONAL PERIODS</b>				
Item No. (A)	Description: Data Storage (Gigabytes) (B)	Firm Price per Gigabyte (C)	Quantity for Evaluation Purposes (D)	Extended Firm Price for Evaluation Purposes (E)
1	Option Year 1	\$0.00	25	1(C) * 1(D)
2	Option Year 2	\$0.00	25	2(C) * 2(D)
3	Option Year 3	\$0.00	25	3(C) * 3(D)
4	Option Year 4	\$0.00	25	4(C) * 4(D)
5	Option Year 5	\$0.00	25	5(C) * 5(D)
6	Option Year 6	\$0.00	25	6(C) * 6(D)
7	Option Year 7	\$0.00	25	7(C) * 7(D)
8	Option Year 8	\$0.00	25	8(C) * 8(D)
9	Option Year 9	\$0.00	25	9(C) * 9(D)
<b>Total for Evaluation Purposes</b>				<b>sum 1(E):9(E)</b>

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<b>TABLE 5</b>					
<b>OPTION YEARS FOR INTEGRATED LIBRARY SYSTEM</b>					
<b>Item No. (A)</b>	<b>Description (B)</b>	<b>Unit of Measure (C)</b>	<b>Firm Unit Price During Initial Contract Period and All Option Periods (D)</b>	<b>Firm Unit Price During Initial Contract Period and All Option Periods (E)</b>	<b>Firm Unit Price During Initial Contract Period and All Option Periods (D)</b>
1	Data Storage for digital data that is stored on vendors servers, for a Period of 1 Year. (above the initial 25gb as per this Contract and Annex B - SOR)	Gigabyte (gb)	From 1 to 5	From 6 to 10	From 11 and Above
			\$0.00	\$0.00	\$0.00
<b>*Total used for Evaluation Purposes will be based on 11gb price</b>					1(D)
Pricing for additional Data Consumption will be based on the cumulative additional units for the Contract Period. Example: During the Initial Contract Period 25gb is being used. If an additional 5gb are required, the cost will be Item 1, Column D. If the option to purchase an additional 5gb for data storage is exercised in the same Contract Period, the calculations would be 5+5 = 10 (Item 1, Column E)					

<b>Table 6</b>		
<b>Total Overall Price for Evaluation Purposes</b>		
<b>Item No. (A)</b>	<b>Description (B)</b>	<b>Firm Prices for Evaluation Purposes. (C)</b>
1	Total of Table 1	\$0.00
2	Total of Table 2	\$0.00
3	Total of Table 3	\$0.00
4	Total of Table 4	\$0.00
5	Total of Table 5	\$0.00
<b>Total for Evaluation Purposes</b>		<b>sum(1C to 5C)</b>

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**ANNEX B**  
**STATEMENT OF WORK**

<b>Solicitation No. – N° de l'invitation</b> 72000-170012	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 127XL
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**ANNEX C**  
**STATEMENT OF REQUIREMENTS**

<b>Solicitation No. – N° de l'invitation</b> 72000-170012	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 127XL
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**FORM 1**

**BIDDER FORMS**

<b>BID SUBMISSION FORM</b>													
<p><b>Bidder's full legal name</b></p> <p><i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i></p>													
<p><b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b></p>	<table border="1" style="width: 100%;"> <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:													
<p><b>Bidder's Procurement Business Number (PBN)</b></p> <p><i>[see the Standard Instructions 2003]</i></p> <p><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></p>													
<p><b>Jurisdiction of Contract:</b></p> <p>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)</p>													
<p><b>Former Public Servants</b></p> <p>See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".</p>	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>												

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<b>BID SUBMISSION FORM</b>									
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?</p> <p>Yes _____ No _____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>								
<p><b>Canadian Content Certification</b></p> <p>As described in the solicitation, bids with at least 80% Canadian content are being given a preference.</p> <p><i>[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]</i></p>	<p>On behalf of the Bidder, by signing below, I confirm that <i>[check the box that applies]:</i></p>								
	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td style="width: 20%;"></td> </tr> <tr> <td>Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td></td> </tr> </table>	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)		Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)					
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)								
Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)									
<p><b>Hardware:</b></p> <p><i>(Contracting Authority should only insert when Supplemental General Conditions 4001 have been inserted in Part 7).</i></p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Toll-Free Telephone Number for maintenance services:</td> <td></td> </tr> <tr> <td>Website for maintenance services:</td> <td></td> </tr> </table>	Toll-Free Telephone Number for maintenance services:		Website for maintenance services:					
	Toll-Free Telephone Number for maintenance services:								
	Website for maintenance services:								
<p><b>Licensed Software Maintenance and Support:</b></p> <p><i>(Contracting Authority should only insert when supplemental General Conditions 4004 has been inserted in Part 7).</i></p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">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:									
<p><b>Security Clearance Level of Bidder</b></p> <p><b>[include both the level and the date it was granted]</b></p> <p><b>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</b></p>									
<p>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:</p> <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>									

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**BID SUBMISSION FORM**

<b>Signature of Authorized Representative of Bidder</b>	_____
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<b>Solicitation No. – N° de l'invitation</b> 72000-170012	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 127XL
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<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/>
<hr/>
<hr/>
<p><i>[bidders should add or remove lines as needed]</i></p>

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**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:

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---

*[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 \_\_\_\_\_

<b>Solicitation No. – N° de l’invitation</b> 72000-170012	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l’acheteur</b> 127XL
<b>Client Ref. No. – N° de réf. De client</b>	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**Form 4  
List of Names Form**

In accordance with Part 5, Article 5.2(a)– Integrity Provision – List of Names, please complete the Form below.

<b>Complete Legal Name of Company</b>	
<b>Company’s address</b>	
<b>Company’s Procurement Business Number (PBN)</b>	
<b>Solicitation number</b>	
<b>Board of Directors (Use Format – first name last name) Or put the list as an attachment</b>	
<b>1. Director</b>	
<b>2. Director</b>	
<b>3. Director</b>	
<b>4. Director</b>	
<b>5. Director</b>	
<b>6. Director</b>	
<b>7. Director</b>	
<b>8. Director</b>	
<b>9. Director</b>	
<b>10. Director</b>	
<b>Other members</b>	
<b>Comments</b>	



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	Yes	No	Comments
52: False or misleading representation 53: deceptive notice of winning a prize			
<b>Corruption of Foreign Public Officials Act</b> 3: Bribing a foreign public official 4: Accounting 5: Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Controlled Drugs and Substance Act</b> 5: Trafficking in substance 6: Importing and exporting 7: Production of substance	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Other Acts</b> 239: False or deceptive statements of the Income Tax Act 327: False or deceptive statements of the Excise Tax Act	<input type="checkbox"/>	<input type="checkbox"/>	

Additional Comment

- I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name bidder) \_\_\_\_\_ authorise PWGSC to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.
- I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name bidder) \_\_\_\_\_ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

We appreciate your interest in doing business with The Government of Canada and your understanding on the additional steps that we need to take to protect the integrity of PWGSC's procurement process.

## SECTION B – STATEMENT OF WORK

### 1. MANDATORY REQUIREMENTS

Proposals submitted by potential suppliers in response to the RFP must meet each mandatory requirement that PPSC describes, if not, the supplier will become non-compliant.

**[Note to Bidder: Bidders must indicate if each mandatory requirement is included in the baseline proposed solution, and include detailed pricing if not included. The Hosted Integrated Library System must work, be complete and commercially available and include any and all software components and services that contribute to the composition of the whole or parts specified in this document.]**

#### M-1.0 GENERAL REQUIREMENTS

	Description	Substantiation	Comments
M-1.1	The system must meet requirements for bilingualism (French/English) and must allow end users to toggle between French and English interface and OPAC.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) that illustrate that the end user will be able to toggle between French and English, interface, search and browse functionality and item records.	
M-1.2	The system must be hosted by the Contractor (SaaS).	Confirmation that requirement will be met.	
M-1.3	The system must provide 25 gigabytes of storage in its baseline proposed solution.	Confirmation that requirement will be met.	
M-1.4	The system must provide end users IP authentication and patron account access to the library's OPAC.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) that demonstrates functionality.	
M-1.5	The system must offer the following functionality: Acquisitions Cataloguing and Authority Control Circulation Serials Control	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) and/or links to online videos produced by the Contractor that demonstrate system functionality.	

	Description	Substantiation	Comments
	Web OPAC full supported on Internet Explorer Z39.50 access Interlibrary Loans Reports/Statistics		
M-1.6	There must be no cap on the number of OPAC users.	Confirmation that requirement will be met.	
M-1.7	The system must enable content to be created and formatted with and without knowledge of HTML.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-1.8	The OPAC must be able to handle 600 concurrent users and 200 simultaneous searches.	Confirmation that requirement will be met.	
M-1.9	All data (e.g. bibliographic records) created or loaded in the system by PPSC remains the property of the organization, the system must provide a mechanism to extract data in a meaningful, non-proprietary and exchangeable format.	Confirmation that requirement will be met.	
M-1.10	The system must enable a system administrator to manage access control rights and create differing levels of system permissions.	Confirmation that requirement will be met and supporting system documentation.	
M-1.11	The system must allow for 3 authorized users to import, create, modify, and delete data.	Confirmation that requirement will be met and supporting system documentation.	
M-1.12	The system must be available 24 hours per day (excluding periods when the system is temporarily down for scheduled maintenance).	Confirmation that requirement will be met and supporting system documentation.	
M-1.13	The system must have online advanced search help mechanisms that clients can access from the library OPAC.	Confirmation that requirement will be met and supporting system documentation.	
M-1.14	The system must be able to create templates for new records with mandatory and option fields, including user/subject guides and FAQ and announcement pages	Confirmation that requirement will be met and supporting system documentation.	

	Description	Substantiation	Comments
M-1.15	The system must include option for SSL encryption.	Confirmation that option is available with supporting documentation including technical and pricing information.	
M-1.16	The system must be interoperable with a link resolver.	Confirmation that option is available with supporting documentation.	
M-1.17	The system must be capable of displaying images and photographs.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-1.18	The Contractor must provide PPSC with at least 24 hours' notice for system downtime for maintenance and upgrades.	Confirmation that requirement will be met.	
M-1.19	Downtime for maintenance and upgrades must occur outside regular business hours, 8:00-20:00 EST, Monday to Friday.	Confirmation that requirement will be met.	
M-1.20	The Contractor must notify PPSC if system downtime is required to address a cyber incident and provide a timeline for resumption of service. If service is unavailable for more than 10 business days, the Contractor must extend the contract end date as follows: 11 business days without service=2 week extension 15 business days without service=3 week extension 20 business days without service=1 month extension, etc.	Confirmation that requirement will be met.	
M-1.21	The system must have no hard limits on the number of records of various types which the solution can manage	Confirmation that requirement will be met.	

**M-2.0 DATA MIGRATION**

	Description	Substantiation	Comments
M-2.1	The Contractor must be able to import the following types of data from Sierra ILS: Bibliographic (MARC and csv files) Items Patron record data Existing barcodes Circulation transactions, loans, holds etc. Serials (summary holdings, detailed holdings, check-in records; subscription data)	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-2.2	The Contractor must be able to import data sample provided in Appendix A, consisting of 3 bibliographic MARC records exported from Sierra ILS in .out file format.	Confirmation that requirement will be met. Supporting documentation will be assessed with Requirement R-20.	
M-2.3	The Contractor must be able to import and load bilingual records.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) that demonstrates process for batch importing and exporting.	
M-2.4	The Contractor must provide a draft implementation and data migration plan with its proposal.	Confirmation that requirement will be met.	
M-2.5	The Contractor must provide 40 hours of implementation support (data import, application configuration) in baseline proposed solution.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) using data sample provided.	

### M-3.0 IMPLEMENTATION, MAINTENANCE AND SUPPORT SERVICES

	Description	Substantiation	Comments
M-3.1	The Contractor must manage and perform system updates.	Confirmation that requirement will be met.	
M-3.2	The Contractor must provide 20 hours of design and configuration and design support for interface,	Confirmation that requirement will be met and detail types of configuration support provided.	

	Description	Substantiation	Comments
	templates, basic and advanced search, and browse and filter functions in baseline proposed solution.		
M-3.3	Training for library staff must be provided for all functionality and must include user guides and other self-service tools (e.g. video tutorials, archived web-based training sessions).	Confirmation that requirement will be met and supporting documentation.	
M-3.4	The Contractor must manage the interoperability of the system.	Confirmation that requirement will be met.	

#### M-4.0 CATALOGUING AND METADATA

	Description	Substantiation	Comments
M-4.1	The system must support editing of records to include any element, field, subfield appropriate for the format.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-4.2	The system must support the ability to perform global changes or changes in bulk against a set of records.	Supporting system documentation with graphics (e.g. screen shots) demonstrating this functionality.	
M-4.3	The system must allow for customizable metadata standards and must provide full support for AACR2, RDA and MARC21 format.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) that demonstrates process for customizing metadata and incorporating RDA data elements.	
M-4.4	The system must have the capacity to manage all types of library material: Books eBooks Electronic resources Serials	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	

	Description	Substantiation	Comments
	File attachments		
M-4.5	The system must allow for the input of URLs in records for electronic location and access information.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-4.6	The system must allow for the creation or loading of authority records for subjects and names.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-4.7	The system must support multiple holdings, locations and sub-locations for a single title.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-4.8	The system must notify the cataloguer when a record being edited or saved matches an existing record in the catalogue.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-4.9	The system must support spin label printing.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-4.10	The system must have the capability to support Z39.50 client and MARC import of records from external sources in batch loads or individually.	Supporting system documentation with graphics (e.g. screen shots) that demonstrates process for Z39.50 client /MARC import of bibliographic data from one source to another.	
M-4.11	The system must have the capability to "undo" individual and global modifications to records.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-4.12	The system must have the capability of editing authority records individually and globally.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-4.13	The system must have the capability to maintain history of global change processes.	Confirmation that requirement will be met and supporting system documentation.	
M-4.14	The system must be able to hyperlink to web-based resources and enable access via the OPAC.	Confirmation that requirement will be met and supporting system documentation.	
M-4.15	The system must have the ability to manipulate data during record imports, including adding fields (and data within fields), deleting fields (and data within fields), moving fields (and data within fields), preventing overlay/protecting existing data.	Confirmation that requirement will be met and supporting system documentation.	

**M-5.0 CIRCULATION AND SERIALS CONTROL**

	Description	Substantiation	Comments
M-5.1	The system must provide a patron database that can be populated with manually created records and with records imported from external databases.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-5.2	The system must have a hold and recall capability.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-5.3	The system must enable library staff to browse, search and view a list of all current patron records.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) that demonstrates functionality.	
M-5.4	The system must be able to establish loan periods and renewal parameters based on library policies and must include override parameters.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) that demonstrates functionality.	
M-5.5	The system must be able to generate automatic overdue and recall notices for library items.	Confirmation that requirement will be met.	
M-5.6	The system must enable library staff to create, edit and delete library client profiles that include the following fields: name, contact information, loans, holds, interlibrary loans, account expiry date, and regional office.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) that demonstrates functionality.	
M-5.7	The system must provide configuration options that allow for multiple scenarios in managing loans and holds, including permanent or long-term loans, and must include override parameters.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) that demonstrates functionality.	
M-5.8	The system must allow customization, design and branding of electronic notices	Confirmation that requirement will be met	
M-5.9	It must be possible to access the following information attached to a serial title: Order location	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) that demonstrates functionality.	

	Description	Substantiation	Comments
	Receipt Renewal date Claims details Invoice details Bibliographic details		
M-5.10	Check-in of serial issues must automatically update holdings statements.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) that demonstrates functionality.	

#### M-6.0 INTERFACE AND OPAC

	Description	Substantiation	Comments
M-6.1	The system interface must be customizable to accommodate institutional branding and preferences.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) that demonstrates process for customizing the system interface.	
M-6.2	The interface must be adapted to display properly on web and Android mobile devices.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-6.3	The interface must feature a single federated search box and faceted browsing.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-6.4	The OPAC must display availability and automatically update status of library holdings.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) that demonstrates functionality.	
M-6.5	The OPAC must allow patrons to login to a library patron account and complete the following tasks from the desktop: Update their personal information Check their current holdings and due dates Renew items Place and view holds	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) that demonstrate each capability.	

	Description	Substantiation	Comments
	Create and export lists Save searches Create alerts		

#### M-7.0 DOCUMENT DELIVERY AND INTERLIBRARY LOANS

	Description	Substantiation	Comments
M-7.1	The system must provide functionality to manage new, pending, claimed, cancelled, received and fulfilled interlibrary loan requests, with the library acting as a lender and as a borrower, for any type of material.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots) showing each possible step in an interlibrary loan request.	
M-7.2	The system must enable tracking of ILL invoices and shipment tracking numbers.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	

#### M-8.0 REPORTING AND ANALYTICS

	Description	Substantiation	Comments
M-8.1	The system must include Report Writing functionality that can be used for library management purposes, such as client circulation reports, and acquisition lists.	The Contractor must supply a minimum of one (and a maximum of three) examples of reports from the catalogue, serials, acquisitions, and circulation modules.	
M-8.2	The system must be able to print and save electronic copies of reports.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-8.3	The system must have the capability to collect history and statistics for each module or function: Acquisitions Cataloguing and Authority Control	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	

	Description	Substantiation	Comments
	Circulation Serials Control Web OPAC Interlibrary Loans		
M-8.4	The system must be able to create reports on vendor activity and performance.	The Contractor must supply an example report showing orders placed to different publishers (date order placed, received), invoice numbers and amounts (item, shipping, tax), notes field for missing, incomplete or late orders, total amount spent during a specific time period by vendor and fund.	
M-8.5	The system must be able to provide counts of records in different call number ranges.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	

#### M-9.0 SEARCH AND FILTER FUNCTIONALITY

	Description	Substantiation	Comments
M-9.1	The system must provide a single federated search box that supports plain language searching.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-9.2	The system must feature an advanced search template that enables end users to create queries.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-9.3	The system must support searching multiple fields simultaneously for words or phrases using Boolean terms and connectors.		
M-9.4	The system must be able to sort search results by relevance and date of publication.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-9.5	The system must include customizable fields for filtering search results: Publication date range Subject Format Document type	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	

	Description	Substantiation	Comments
	Series Location/region Language Publisher Database		
M-9.6	The system must enable end users to select multiple filters when narrowing search results.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-9.7	The system must enable end users to clear filters and start over.		
M-9.8	The system must list the number of items available with each filter.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-9.9	The system must display what filter the end user has selected with a persistent selector.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-9.10	The system must display filter menu with OPAC search results.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	

#### M-100 ACQUISITIONS

	Description	Substantiation	Comments
M-10.1	The system must have the capability to manage the acquisitions process of print and electronic materials, covering firm, standing and subscription orders.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-10.2	The system must provide the functionality to track order and receipt of library items and payment of invoices.	Confirmation that requirement will be met and supporting system documentation, including sample reports or report templates.	
M-10.3	The system must have the capability to retain the history of purchases for bulk commitment numbers and purchase order numbers.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	

	Description	Substantiation	Comments
M-10.4	The system must be able to adjust data during the acquisitions process for taxes, shipping and handling, and currency conversion.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-10.5	The system must provide functionality to manage library invoices and vendors.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-10.6	The system must have the capability to support the Government of Canada fiscal year: 1 April to 31 March.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	
M-10.7	The system must support the use of two simultaneous "active" annual budgets: current and previous fiscal year.	Confirmation that requirement will be met and supporting system documentation with graphics (e.g. screen shots).	

## 2. RATED REQUIREMENTS

[Note to Bidder: Bidders must indicate if each rated requirement is included in the baseline proposed solution, and include detailed pricing if not included.]

	Description	Available Points	Substantiation	Comments
R-1	The interface should be capable of supporting different regional office customized views.	Met: 1 points  *Points will be awarded only for meeting the entire criteria.	Supporting system documentation with graphics (e.g. screen shots) demonstrating this functionality.	
R-2	When a heading changes in a local authority record, the system should automatically update bibliographic records that are authorized against that heading without staff intervention.	Met: 3 points  *Points will be awarded only for meeting the entire criteria.	Supporting system documentation with graphics (e.g. screen shots) demonstrating this functionality.	

	Description	Available Points	Substantiation	Comments
R-3	The system should be able to support various file types, Word, PDF, MP4, WMV, and PPT, and be capable of having repeatable fields to attach files.	1 point for each type of customization. Max. 5 points.	Supporting system documentation with graphics (e.g. screen shots) demonstrating this functionality.	
R-4	The system should be able search the full-text of files uploaded and catalogued in the library system.	Met: 3 points *Points will be awarded only for meeting the entire criteria.	Supporting system documentation with graphics (e.g. screen shots) demonstrating this functionality.	
R-5	The reporting system should support the customization of reports by library staff, (e.g. ability to generate charts, graphs, and to sort and group data).	1 point for each type of customization. Max. 5 points.	Supporting system documentation with graphics (e.g. screen shots) demonstrating this functionality.	
R-6	The system should include the ability to create an email alert or RSS feed (compatible with Outlook feed reader) for new content of interest, such as new acquisitions, training/events and announcements.	1 point for each type of current awareness customization. Max. 3 points.	Supporting system documentation with graphics (e.g. screen shots) demonstrating this functionality.	
R-7	The system interface should support an image slider.	Met: 1 points *Points will be awarded only for meeting the entire criteria.	Supporting system documentation with graphics (e.g. screen shots) demonstrating this functionality.	
R-8	The system should include a basic federated search capability that can search and display results in the OPAC from open-source and commercial law databases such as WestlawNext, Quicklaw, Google Scholar and CanLII.	1 point for each type of content that can be integrated into the system's enterprise search function. Max. 5 points.	Supporting system documentation with graphics (e.g. screen shots) that demonstrates results.	

	Description	Available Points	Substantiation	Comments
R-9	The system should be able to integrate other platforms: WestlawNext, ProView, Quicklaw, CanLII.	1 point for each type of customization. Max. 4 points.	Supporting system documentation with graphics (e.g. screen shots) that demonstrates integration of other platforms.	
R-10	The system should be scalable and include storage/bandwidth options in addition to M-1.3.	1 point for each additional storage/bandwidth option. Max. 3 points.	Include details on pricing tiers for data storage and bandwidth usage.	
R-11	The system should offer functions or modules in addition to the minimum stated in M-1.6, such as authority control, research request tracking, learning management, and link resolver.	1 point for each additional function and/or module. Max. 5 points.	Supporting system documentation with graphics (e.g. screen shots) demonstrating this functionality and pricing information.	
R-12	The Contractor should provide configuration and implementation support in addition to M-2.5 and M-3.2.	1 point for each type of support available system administrator Max. 5 points	Include details on pricing tiers for additional configuration support.	
R-13	The system should enable library staff to create, edit and delete library client profiles that contain fields in addition to those stated in M-5.3.	Met: 1 point *Points will be awarded only for meeting the entire criteria.	Supporting system documentation with graphics (e.g. screen shots) demonstrating this functionality.	
R-14	The system should allow library patrons to check in/out books from their desktops.	Met: 2 point *Points will be awarded only for meeting the entire criteria.	Supporting system documentation with graphics (e.g. screen shots) demonstrating this functionality.	
R-15	The system should include an audit trail of what changes have been made to records, and by whom	Met: 1 point	Supporting system documentation with graphics (e.g. screen shots) demonstrating each feature.	

	Description	Available Points	Substantiation	Comments
R-16	<p>The system should include OPAC features such as:  Recommendations/related materials links  Integration with social networking sites  User contributions (tags, similar titles, comments)  Embedded videos  “Email This” option for sharing information  Favorites</p>	<p>*Points will be awarded only for meeting the entire criteria.  1 point for each type of OPAC feature included.  Max. 10 points</p>	<p>Supporting system documentation with graphics (e.g. screen shots) demonstrating each feature.</p>	
R-17	<p>The Contractor should provide a proposal on how it will implement single sign-on access.</p>	<p>1 point for each discrete step outlined.  Max. 5 points</p>	<p>Draft proposal and supporting system documentation or graphics.</p>	
R-18	<p>The Contractor should include an implementation and data migration plan based on sample MARC data provided by PPSC demonstrating how migration from Sierra ILS will be accomplished including methodology, key activities, milestones, and estimated timelines. The data migration strategy must ensure accuracy of all migrated data. The PPSC Library has approximately 10,000 bibliographic records and 600 patron records</p>	<p>1 point for each discrete step outlined.  Max. 5 points</p>	<p>Draft proposal and supporting system documentation and/or graphics demonstrating the import of a sample dataset. If data clean-up is performed the screen shots should include before and after graphics and approximate time spent on clean-up.</p>	
R-19	<p>A library system administrator should be able to create, modify and customize system interface and record templates with minimal to no IT support from the Contractor or PPSC in-house IT support.</p>	<p>1 point for each tool enabling system administrator to create, modify and customize the library interface and record templates.  Max. 15 points</p>	<p>Supporting system documentation with graphics (e.g. screen shots) demonstrating each tool enabling customization by system administrator and indicating degree of IT support required in units of time.</p>	

	Description	Available Points	Substantiation	Comments
R-20	The system should be hosted on servers located in Canada.	Met: 1 point. *Points will be awarded only for meeting the entire criteria.	Supporting system documentation with graphics (e.g. screen shots) demonstrating this functionality.	
R-21	The Contractor should provide screen shots (OPAC and record template views) of sample MARC bibliographic data imported into proposed system in MARC format and non-MARC format containing the following metadata fields: Statement of responsibility Edition statement Publication statement Series statement Summary Description ISBN Language Contents Location Barcode Call number LC Subject Headings (*Not all fields will contain data for each record)	Met: 4 points *Points will be awarded only for meeting the entire criteria.	Supporting system documentation with graphics (e.g. screen shots) demonstrating imported data and clean up	
R-22	The Contractor should provide technical support services to library staff user by email, toll-free hotline and web support (e.g., frequently asked questions webpage, online cheat sheets and notices, etc.) in French and English.	1 point for each type of support offered in both official languages. Max. 4 points		



## 1. PPSC INTEGRATED LIBRARY SYSTEM STATEMENT OF WORK

## 2. OBJECTIVES

The Public Prosecution Service of Canada (PPSC) Library will repatriate library services from Justice Canada by 2020. In order to meet this goal PPSC requires an integrated library system (ILS) to manage library services and to maximize use of library collections.

## 3. BACKGROUND

The Public Prosecution Service of Canada Library was established in 2010 and currently uses Sierra ILS to manage library records as per a Memorandum of Understanding with the Justice Canada.

Population served	PPSC employees (does not include agents). As of March 31, 2017, the PPSC had 1,082 employees, 523 of whom were lawyers.
Locations	The PPSC Library is located in Ottawa. The library also manages small office collections at 16 locations across Canada with assistance from regional support staff.
Bibliographic records	19,558
Item records	10,647
Patron records	671
Staff users	2-3

In 2006, PPSC signed a Memorandum of Understanding with Justice Canada for the provision of library and other internal services. Library services include the use of Justice Canada's library system for cataloguing, circulation, serials control, and to a lesser extent book acquisitions. In addition, PPSC staff use the system's OPAC to locate, access and request library resources.

In 2016 the PPSC Library began the process of repatriating library services from Justice Canada. Over the next 1-3 years the following offices are relocating and will remove their library collections from Justice Canada: Toronto (2018), Vancouver (2019) and Halifax (2020); these collections will be migrated to the new system where they can continue to be managed.

## 4. TASKS

The Contractor must:

- Provide PPSC with an ILS that is hosted by the Contractor and that meets all of the mandatory requirements contained in the Statement of Requirements including, but not limited to:
  - o Importing library data to the new system.

- Providing implementation and configuration support for interface, templates, basic and advanced search, and browse and filter functions
- Providing library staff with training and training materials including user guides and other self-service tools
- Managing data integrity (performing data backups, restoring data from a backup, archiving of data), system updates and interoperability of the system.

## **5. DELIVERABLES**

- The Contractor will import sample data sets into the proposed solution as proof of proposal for evaluation against the ILS statement of requirements.
- The Contractor will provide a draft implementation and data migration plan with its proposal as part of the bidding process that will be approved by the Project Authority within 5 days of contract award.

## **6. PERIOD OF WORK**

- 2018-2019, plus 9 option years

## **7. LIMITATIONS AND CONSTRAINTS**

- The system must meet requirements for bilingualism.

## **8. APPLICABLE AND REFERENCE DOCUMENTS**

N/A

## **9. TRAVEL**

N/A

## **10. LANGUAGE OF WORK**

- Work will be performed in French and English.

## **11. SECURITY REQUIREMENT**

- There are no security requirements for this project.

## **12. LOCATION OF WORK**

- The PPSC is located within the National Capital Region at 160 Elgin Street, Ottawa, Ontario. All work will be coordinated with the Contractor remotely; onsite work is not required.

Prepared by: Goldwynn Lewis, Law Librarian  
Regulatory and Economic Prosecutions and Practice Management Directorate  
Public Prosecution Service of Canada  
Email: [Goldwynn.Lewis@ppsc-sppc.gc.ca](mailto:Goldwynn.Lewis@ppsc-sppc.gc.ca)  
Tel: 613-946-1099  
Date: February 21, 2018