

**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 System	
<b>Solicitation No. - N° de l'invitation</b> W7714-135812/B	<b>Date</b> 2015-04-21
<b>Client Reference No. - N° de référence du client</b> W7714-135812	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$XL-107-28855	
<b>File No. - N° de dossier</b> 107xl.W7714-135812	<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 2015-05-21</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Conn-Harbinson, Margo	<b>Buyer Id - Id de l'acheteur</b> 107xl
<b>Telephone No. - N° de téléphone</b> (819) 956-1114 ( )	<b>FAX No. - N° de FAX</b> (819) 953-3703
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE BLDG 29 RECEIVING 3701 CARLING AVE OTTAWA Ontario K1A0Z4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Shared Systems Division (XL)/Division des systèmes  
partagés (XL)  
4C1, Place du Portage Phase III  
11 Laurier St./11, rue Laurier  
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>

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**THIS CANCELS AND SUPERSEDES THE PREVIOUS REQUEST FOR PROPOSAL W7714-135812/A, DATED 14 JULY 2014 WHICH WAS DUE AT 2:00 PM ON 25 AUGUST 2014.**

**IT IS THE RESPONSIBILITY OF THE BIDDERS TO REVIEW THE COMPLETE RFP DOCUMENT TO ENSURE PROPER COMPLETION OF THEIR RESPONSE.**

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## PART 1 - GENERAL INFORMATION

### 1. INTRODUCTION

The bid solicitation and resulting contract document is divided into seven parts plus annexes, appendices and forms 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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.
- Annexes: All annexes which, together with Part 7 clauses and conditions, will apply to any resulting contract.
- Attachments: Any attachments referenced in Parts 1 through 7.
- Forms: Any forms referenced in Parts 1 through 7.

This document contains all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by the Bidder from any other source is not relevant. Bidders who have previously satisfied similar requirements should note that this bid solicitation will result in a new contract. Therefore, Bidders should not assume that past practices under previous contracts will continue, unless they are described in this bid solicitation. Also, Bidders should not assume that their existing capabilities meet the requirements of this bid solicitation simply because they have met previous requirements.

### 2. SUMMARY

- 2.1 The purpose of this Request for Proposal (RFP) is for the provision of goods and services for the implementation of a COTS Integrated Library Information Management System (LIMS) as a solution to integrate Department of National Defence (DND), Defence Research and Development Canada (DRDC) Library collections.
- 2.2 The RFP includes a requirement to procure all related labour, related training and training material, related documentation and a LIMS software platform to implement and support a LIMS. The required solution includes the licensing (and associated software products), installation of software, support, consultation, training, customization, testing, configuration and migration of data, and implementation and on-going maintenance services.
- 2.3 Implementing a Library Information Management System (LIMS) will mean:
- a) Improvements to the ability of Library management to manage the library collections across the organization;

- 
- b) Reduction in the support costs for the DRDC Library as the maintenance of a single platform should be lower than supporting the many LIMS platforms currently in place;
- c) Information management and security will be improved.
- 2.4 The solution must be available in the end user's (DRDC Library) choice of English or French (bilingual), Canada's two official languages.
- 2.5 The Bidder's proposed solution must be compatible with departmental policies and the technical environment of DRDC (see Part 7, Annex A).
- 2.6 The contract will be for an initial period starting from contract award for three (3) years, plus three (3) one-year option periods.
- 2.7 There is a Proof of Proposal requirement, as described in Part 4, Section 3, Stage 5. However, if during the Proof of Proposal, it is determined by Canada that it is not possible to integrate the selected product into the technical environment, or the product/service cannot meet adequate performance and response time levels within that technical environment, then Canada reserves the right to:
- i) Approach the next highest ranked Bidder to ask if that Bidder's proposal remains valid for the award of the contract and to award the contract to that Bidder, following successful completion of the Proof of Proposal. If the Bidder advises that its proposal is not valid for the contract, the Bidder may withdraw its bid and it will not be considered further, and Canada may then approach the next highest ranked Bidder in turn.
- 2.8 There may be a security requirement associated with this requirement. For additional information, see Part 6, Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the “Security Requirements on PWGSC Bid Solicitations – Instructions for Bidders” document on the Departmental Standard Procurement Documents Website:  
[http: //ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html)
- 2.9 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), 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).
- 3. CONFLICT OF INTEREST**
- 3.1 Canada has employed the assistance of private sector contractors in the preparation of this solicitation. Responses to this solicitation from any such contractor or with respect to which such contractor is in any manner directly or indirectly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. By submitting a bid, the Bidder represents that there is no conflict of interest as stated above.

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## PART 2 - BIDDER INSTRUCTIONS

### 1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- 1.1 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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:  
**<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>**
- 1.2 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.
- 1.3 Standard Instructions – Goods and Services – Competitive Requirements 2003 (2014-09-25) 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.
- 1.4 Subsection 4.4 of Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows:
- Delete: sixty (60) days
- Insert: one hundred and eighty (180) days
- 1.5 If the Bidder indicates in its bid that it is valid for less than the required period, the Bidder is solely responsible for extending it before it expires by writing to the Contracting Authority. Otherwise, the bid will expire at the time indicated in the bid and Canada will no longer consider it.
- 1.6 After any resulting contract is awarded, if Canada terminates it for any reason within six (6) months, even if the bid validity period has passed, Canada has the right (but not the obligation) to ask the next-ranked responsive bidder(s) if its bid remains open for acceptance and to award to the next-ranked bidder who confirms its bid remains valid.

### 2.0 SUBMISSION OF BIDS

- 2.1 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.

Bid Receiving Unit (BRU)  
Public Works and Government Services Canada  
11 Laurier St.  
Place du Portage, Phase III  
Core 0A1  
Gatineau, Québec,  
Canada  
K1A 1C9

- 2.2 Timely and correct delivery of bids is the sole responsibility of the Bidder. Public Works and Government Services Canada (PWGSC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 2.3 It is the policy of PWGSC to return, unopened, bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described in Standard Instructions and Conditions

2003 (2014-09-25).

- 2.4 Descriptive literature must be received with the bid at the closing date and time stipulated on Page 1 of the RFP.
- 2.5 Electronic Bids will not be accepted. Due to the nature of this solicitation, electronic transmission of your bid by such means as electronic mail or facsimile, to Public Works and Government Services Canada is not considered to be practical and therefore will not be accepted.

### 3. ENQUIRIES - BID SOLICITATION

- 3.1 All enquires and other communications with government officials relating to this Request For Proposal are to be directed ONLY to the Contracting Authority named herein. Non-compliance with this condition may (for that reason alone) result in disqualification of a Bidder's proposal.
- 3.2 All enquiries (questions) regarding this Request For Proposal must be submitted in writing or by E-mail to the Contracting Authority named below as early as possible within the bidding period. Enquiries must be received no less than five (5) calendar days prior to the bid closing date to allow sufficient time to provide a response. Canada makes no commitment to provide answers to questions submitted after such time.

Public Works and Government Services Canada  
Enterprise Management Software Procurement Division, XL  
Software and Shared Systems Procurement Directorate  
Services and Technology Acquisition Management Sector  
Place du Portage, Phase III, 4C1  
11 Laurier Street  
Gatineau, Quebec,  
Canada  
K1A 0S5

Attention: Margo A. Conn-Harbinson  
Tel: (819) 956-1114  
Fax: (819) 953-3703  
E-mail: margo.conn-harbinson@tpsgc-pwgsc.gc.ca

NOTE: \*\*\* Do not forward proposals to the above address \*\*\*

- 3.3 To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent, any significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 3.4 Bidders should reference as accurately as possible the numbered item of the 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.
- 3.5 Bidders should make enquiries as early as possible and should not make assumptions regarding the nature of the requirements of this solicitation. Bidders who fail to raise issues and questions they may have during the bidding period do so at their own risk. Bidders who, instead of raising issues during the enquiries period, deviate from the mandatory requirements of this solicitation in their proposals will be disqualified as non-compliant.

- 3.6 Information provided verbally will not be binding on Canada. Only deletions or amendments made in writing to this solicitation by the Contracting Authority will be binding on Canada.

#### **4. APPLICABLE LAWS**

- 4.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.
- 4.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

#### **5. IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD**

- 5.1 Should any Bidder consider that the Statement(s) of Work or Specifications contained in this Request For Proposal (RFP) can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contracting Authority named herein. The Bidder should clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions, which do not restrict the level of competition nor favour a particular Bidder, will be given consideration provided they are received by the Contracting Authority no later than ten (10) working days prior to the bid closing date specified herein. Canada reserves the right to accept or reject any or all suggestions.
- 5.2 The Contracting Authority reserves the right to accept any bid as submitted without prior negotiations. It is therefore the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting its bid.

#### **6. PREVIOUS COMMUNICATIONS BETWEEN GOVERNMENT AND BIDDER**

- 6.1 This document contains the entire requirements and objectives relating to this Request For Proposal (RFP). Other information and/or documentation provided to or obtained by the Bidder from any source prior to the date of this RFP shall have no force or effect.

#### **7. AMENDMENTS TO THIS REQUEST FOR PROPOSAL**

- 7.1 Any amendments to this RFP will be issued by the Contracting Authority ONLY and in writing through Buy and Sell.

#### **8. COST OF PREPARING PROPOSALS**

- 8.1 This RFP is not to be construed as directing the Bidder to enter into any work, which results in the accrual of any financial liability or other indebtedness by Canada. The costs associated with any effort expended or committed by the Bidder in preparing, submitting, clarifying, substantiating, demonstrating and/or Pre-Contract Integration Test, is to be solely to the Bidder's account even if a Contract is not awarded.
- 8.2 The rejection of any or all proposals shall not render Canada liable for any costs or damages. Nor shall Canada be liable for any penalty or cost should Canada alter the closing date or cancel the process entirely.
- 8.3 No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resultant contract.



Solicitation No. - N° de l'invitation

W7714-135812/B

Amd. No. - N° de la modif.

File No. - N° du dossier

107xIW7714-135812

Buyer ID - Id de l'acheteur

107x1

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

W7714-135812

CCC No./N° CCC - FMS No/ N° VME

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. BID PREPARATION INSTRUCTIONS

- 1.1 The proposal must be formatted such that all cost and financial data is completely separate from the Management/Technical Proposal.

Bidders are requested to provide:

- a) Four (4) complete and identical print copies of their Management/Technical Proposal; and
- b) Two (2) complete and identical print copies of their Financial Proposal.

Bidders are requested to also provide:

- a) Two (2) electronic copy of the Management/Technical Proposal on a USB Key in any of the following formats:  
MSWord, RTF, PDF; and
- b) One (1) electronic copy of the Financial Proposal on a USB Key in any of the following formats:  
MSWord, RTF, PDF.

Proposals should follow the response format/instructions as detailed below:

- a) Use a numbering system corresponding to that of the RFP. All descriptive material, technical manuals and brochures that are referenced are to be included in the Bidder's proposal.
- b) Each binder should have the RFP number, the Bidder's identify, volume(s) number, volume(s) title, and copy number printed on the cover. Tabbed inserts should separate Sections in each volume.

- 1.2 Canada requests bidders to follow the format instructions described below in the preparation of their bid:

- a) use legal size paper for the Bidder Response Form;
- b) use a numbering system that corresponds to the bid solicitation;
- c) include the certifications as a separate section of the bid;
- d) include a title page at the front of each volume of the bid that includes the title, date, solicitation number, bidder's name and address and contact information; and
- e) include a table of contents.

### 2. CONTENT OF MANAGEMENT/TECHNICAL PROPOSAL

- 2.1 The Management / Technical Proposal should be concise and address, but not necessarily be limited to, the points that are subject to the evaluation criteria against which the bid will be evaluated. Bidders should address these evaluation criteria in sufficient depth in their bid. Simply repeating the statement contained in the solicitation document is not sufficient. Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

- 2.2 In order to facilitate the evaluation of the bid, Canada requests bidders to 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 bid by identifying the specific paragraph and page number where the subject topic has already been addressed.

- 2.3 For Information Purposes Only: The Bidder should provide a brief corporate profile description, including an overview of the company and any sub-contractors that it is proposing will be involved in the performance of the work on the Bidder's behalf. The Bidder should provide a brief description of size,

business activities, number of employees, number of years the company has provided library information management services, and approximate number of customers (in North America and worldwide) currently running production versions of the proposed product.

2.4 Contents of the Bidder's Management / Technical Proposal shall include, as a minimum, the following:

- a) One (1) copy of Page 1 of this RFP, signed and dated by an authorized representative of the Bidder in the space provided.
- b) names and version numbers of all the proposed Licensed Software, listed as Item 01 in Annex B, Table A-1, and all the proposed software for the optional items listed in Annex B, List of Deliverables and Services
- c) the Bidder Response Form, Part 4, Attachment 4.1, completed by the Bidder where required and including all information requested therein;
  - i) Where specifically required on the Bidder Response Form, Part 4 Attachment 4.1, statements explaining how each mandatory and rated requirement are met and relevant narrative and/or documentation to support the validation must be included in the Bidder's Proposal. Where it is necessary to refer to other documentation, the documentation must be included in the proposal. The Bidder should include the precise location of the reference material including the title of the document, the page and the paragraph numbers.
- d) Copies of all applicable Certifications (Part 5), signed and dated by an authorized representative of the Bidder in the space provided, as follows:
 

Part 3, Form	-	Attachment 3.1	Bidder Submission Form
Part 5, Certifications	-	Attachment 5.1	Software Publisher Certification
Part 5, Certifications	-	Attachment 5.2	Software Publisher Authorization Form
- e) Part 7, Annex C, Delivery/Milestone Schedule;
- f) Any other information requested in Part 7, Annex A, Statement of Work (including Appendices) and
- g) Any other information, which the Bidder considers useful.

2.6 Bidders must be aware that reference to a URL that requires Canada to download information from an Internet site to validate: (1) any of the mandatory requirements will not be accepted and will render the proposal non-responsive; (2) any of the rated requirements will not be accepted and the information will not be considered to determine if the requirement has been met.

### 3. CONTENT OF FINANCIAL PROPOSAL

- 3.1 Bidders shall complete and include the List of Deliverables and Services that has been provided as Part 7, Annex B, for Tables A, B and C. Information is requested in Table D for information purposes only.
- 3.2 Prices must be in Canadian dollars, and firm for the entire Contract Period and any option periods with Canadian customs duties and excise taxes as applicable INCLUDED, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) EXTRA as applicable.
- 3.3 No technical documentation is required with the financial proposal.

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

### **1. EVALUATION PROCEDURES**

- 1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management 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 Contractor has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- 1.2 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.
- 1.3 In addition to any other time periods established in the bid solicitation:
  - a) If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two 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.
  - b) If the Bidder requires additional time, the contracting authority may grant an extension in his or her sole discretion.
- 1.4 Canada reserves the right to determine the adequacy or overall cost-effectiveness of any proposal. Canada further reserves the right to request clarification or supporting data for any point in the proposal that in the opinion of Canada is marginally responsive or vague in its response to the specification.
- 1.5 A proposal will be considered non-responsive if it is not supported by proper and adequate detail, particularly where supporting evidence is required by a Mandatory item, and will receive no further consideration.
- 1.6 Bidders are instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. Bids not meeting all of the mandatory requirements will be given no further consideration.
- 1.7 The Evaluation Team reserves the right to interview any or all of the human resources proposed to fulfill the requirement, contact any or all of the references supplied, and request clarifying data.
- 1.8 During the bid evaluation phase and upon Canada's request, the Bidder will allow Canada to conduct an evaluation, which may include but not be limited to, Bidder's legal status, facilities and technical, financial and managerial capabilities to fulfill the requirements stated in this bid solicitation. The information should be provided within two (2) business days of the request.
- 1.9 It is understood and accepted by the Bidders that all decisions on whether a proposal meets (or to what degree it meets) the stated requirements are at the sole discretion of the Evaluation Team.
- 1.10 All items listed in the RFP should be bid in order to have the proposal considered for evaluation.

### **2. EVALUATION CRITERIA**

## 2.1 Mandatory and Rated Requirements

- 2.1.1 The RFP contains Mandatory requirements with respect to the contract terms and conditions, pricing, delivery, bidder experience, personnel qualifications, project management and technical requirements. Mandatory requirements are identified with the word "Mandatory", "(M)", "mandatory", or the words "shall", or "must". Proposals must comply with each and every mandatory requirement. If a proposal does not comply with a mandatory requirement, the proposal will be considered non-responsive and will receive no further consideration.
- 2.1.2 The RFP also contains some Mandatory administrative requirements dealing with the submission, format and content of proposals. Mandatory administrative requirements are identified with the words "shall" or "must". If a proposal does not comply with a mandatory administrative requirement, the proposal will be considered non-responsive and will receive no further consideration.
- 2.1.3 The RFP also contains Rated requirements with respect to delivery, bidder experience, personnel qualifications, project management and technical requirements. Rated requirements are identified with the word Rated, rated or (R). Proposals will be evaluated to determine the degree of responsiveness with Rated requirements and a point score will be assigned to each Rated requirement and used in the evaluation of proposals. In addition there are also Mandatory pass marks for some Rated requirements or groups of Rated requirements. Proposals, which are evaluated as not achieving the pass mark for a Rated requirement or group of Rated requirements, will be considered non-responsive and will receive no further consideration.
- 2.1.4 Some articles contain no mandatory or rated requirements, but simply provide information to Bidders. Bidders are to take such information into account in the preparation of the proposal.

## 2.2 Evaluation:

- 2.2.1 To evaluate and assess a proposal against individual Mandatory requirements, and individual Rated requirements evaluators will consider during the evaluation process, the criteria listed below (to the extent applicable to a particular requirement):
- i) compliance - the Bidder's statement of compliance with the requirement, and whether the product information, supporting data, other information, supports the statement of compliance;
  - ii) capability - whether the proposal and other information demonstrates that the Bidder has the technical, financial, and legal capability, and human resource capabilities, to fulfill the requirement as stated;
  - iii) comprehension - whether the proposal and other information demonstrates that the Bidder understood the requirement and proposed accordingly;
  - iv) capacity - whether the proposal and other information demonstrates that the Bidder has the available human and physical resources to fulfill the requirement as stated; and
  - v) risk - the assessed overall risk that the Bidder will not be able to fulfill the requirement as stated.
- 2.2.2 During bid evaluation Bidders may be requested to provide additional information to clarify elements of their bid, however Bidders will not be allowed to amend their bid.
- 2.2.3 An incomplete or unacceptable proposal will be considered non-responsive.
- 2.2.4 Canada reserves the right to reject any bid, which does not comply with the terms of this solicitation.

### 3. EVALUATION PROCESS AND ESTABLISHMENT OF THE TOTAL EVALUATION SCORE

The Bidder selection process will proceed as follows. Bidders may be required to provide additional information to support the selection process at any stage.

<b>Stage 1 Mandatory Requirements</b>	Written proposals will first be examined with respect to the Mandatory requirements. Proposals must meet all Mandatory requirements in order to receive further consideration.																												
<b>Stage 2 Rated Requirements and LIMS Reference Check</b>	<p>Proposals meeting the Mandatory Requirements will then be assigned scores for each point rated requirement. Bidders must achieve a minimum overall passing score of 60%; as detailed in Part 4, Attachment 4.1, Bidder Response Form.</p> <p>Bidder's written responses will be validated (confirmed or clarified) by the Evaluation Team through the LIMS Reference Check as detailed in Part 4, Attachment 4.2, LIMS Reference Checks.</p> <p>Those Bidders meeting the minimum overall passing score of 60% will proceed to the next stage in the evaluation process.</p>																												
<b>Stage 3 Financial Evaluation</b>	Financial proposals will then be assessed. The Total Evaluation Price will be the total cost for all prices in the Bidder's financial proposal for the entire period of the Contract including all options, all as detailed in Part 7, Annex B, List of Deliverables and Services, Tables A, B and C.																												
<b>Stage 4 Calculation of Total Evaluation Score</b>	<p>A Total Evaluation Score for each bid will be calculated based upon a combined technical and price score at a ratio of 70% technical and 30% price.</p> <p>The bid with the lowest Total Evaluation Price is given full price points, while other proposals receive a pro-rated score based on the ratio of the lowest cost proposal to their total cost.</p> <p>Based on a 70/30 ratio of the technical score and price, respectively, the lowest priced technically responsive proposal is allocated the maximum score of 30 and other price proposals are pro-rated against the total possible price score. The Bidder/proposal with the highest total score, when adding the technical points and the price points, will be invited to participate in Stage 5.</p> <p>Example:</p> <p>Highest Combined rating technical merit (70%) and price (30%). Total possible technical points 1000 (could be any number, e.g. <math>616/700 = 880/1000 = 88\%</math>); total possible financial points 30.</p> <table border="1" data-bbox="418 1520 1432 1646"> <thead> <tr> <th>Bidder</th> <th>Bidder 1</th> <th>Bidder 2</th> <th>Bidder 3</th> </tr> </thead> <tbody> <tr> <td><b>Technical Points</b></td> <td>880</td> <td>820</td> <td>760</td> </tr> <tr> <td><b>Total Evaluation Price</b></td> <td>\$600,000</td> <td>\$400,000</td> <td>\$350,000</td> </tr> </tbody> </table> <table border="1" data-bbox="418 1675 1432 1883"> <thead> <tr> <th>Calculation</th> <th>Technical Points</th> <th>Price Points</th> <th>Total Points</th> </tr> </thead> <tbody> <tr> <td><b>Bidder 1</b></td> <td><math>880/1000 \times 70 = 61.6</math></td> <td><math>\\$350,000/\\$600,000 \times 30 = 17.5</math></td> <td>79.1</td> </tr> <tr> <td><b>Bidder 2</b></td> <td><math>820/1000 \times 70 = 57.4</math></td> <td><math>\\$350,000/\\$400,000 \times 30 = 26.3</math></td> <td>83.7</td> </tr> <tr> <td><b>Bidder 3</b></td> <td><math>760/1000 \times 70 = 53.2</math></td> <td><math>\\$350,000/\\$350,000 \times 30 = 30.0</math></td> <td>83.2</td> </tr> </tbody> </table>	Bidder	Bidder 1	Bidder 2	Bidder 3	<b>Technical Points</b>	880	820	760	<b>Total Evaluation Price</b>	\$600,000	\$400,000	\$350,000	Calculation	Technical Points	Price Points	Total Points	<b>Bidder 1</b>	$880/1000 \times 70 = 61.6$	$\$350,000/\$600,000 \times 30 = 17.5$	79.1	<b>Bidder 2</b>	$820/1000 \times 70 = 57.4$	$\$350,000/\$400,000 \times 30 = 26.3$	83.7	<b>Bidder 3</b>	$760/1000 \times 70 = 53.2$	$\$350,000/\$350,000 \times 30 = 30.0$	83.2
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	30
	<p>Bidder 2 is the highest ranked Bidder with highest number of points. Note: These numbers are used for illustrative purposes only.</p>
<b>Stage 5 Proof of Proposal</b>	<p><b>Proof of Proposal</b></p> <p>Canada may, but will have no obligation to, request that the top-ranked Bidder (identified after the technical and financial evaluation – Stage 4) demonstrate/validate any features, functionality and capabilities described in this bid solicitation or in its bid, in order to verify compliance with the requirements of this bid solicitation. If requested, the Proof of Proposal must be conducted, at no cost to Canada, on-site at a location in the National Capital Region (Gatineau, Quebec or Ottawa, Ontario). Canada will provide no fewer than 5 working days of notice before the scheduled date for the Proof of Proposal. Once the assessment has begun, it must be completed within one (1) day. Despite the written bid and the Assessment, if Canada determines during the Proof of Proposal that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of Proof of Proposal, reduce the score of the Bidder on any rated requirement, if the Proof of Proposal indicates that the score provided to the Bidder on the basis of its written bid is not validated by the Proof of Proposal. The Bidder's score will not be increased as a result of the Proof of Proposal.</p> <p>Bidder(s) will be expected to make available representatives with expertise in demonstrating the full range of system functionalities and discussing technical requirements.</p> <p>The Proof of Proposal will address selected requirements from the Statement of Requirements for validation during the Proof of Proposal. A script describing the requirements to be demonstrated/discussed will be provided in advance of the meeting.</p> <p>Based upon the results of the Proof of Proposal, the Bidder's technical score may be reduced and the Bidder's Total Evaluation Score will be re-calculated. If the Bidder's total evaluation score is reduced to less than the next highest ranked Bidder, then Canada reserves the right to request a Proof of Proposal from the next highest ranked Bidder.</p>
<b>Stage 6</b>	Contract will be awarded following successful negotiations.

#### 4. BASIS OF SELECTION

- 4.1 The responsive bid with the highest Total Evaluation Score will be recommended for award of a contract.
- 4.2 In the event of an exact tie in the Total Evaluation Score, the bid with the highest technical points will be recommended.
- 4.4 Canada has no obligation to accept the lowest or any bid.

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- 4.5 Bidders who have not satisfied any Conditions for Contracting in the time allotted by Canada will be deemed non-responsive and their proposals will be given no further consideration.
- 4.6 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. Notwithstanding that a Bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no contract will be awarded.



## PART 5 - CERTIFICATIONS

### 1. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

- 1.1 Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.
- 1.2 Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.
- 1.3 The certifications listed below shall be submitted with the bid but may be completed and submitted afterwards. If any of these required certifications is not completed or submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### 2. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

[Note to Bidders: Bidders are requested to use the Bid Submission Form (Attachment 3.1) to provide information about their status under this program. For a joint venture bidder, this information must be provided for each member of the joint venture.]

- 2.1 By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members, if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) – Labour's website.
- 2.2 Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder, if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.
- 2.3 Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor, if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

### 3. FORMER PUBLIC SERVANT CERTIFICATION

[Note to Bidders: Bidders are requested to provide the information required by this clause in their Bid Submission Form (Attachment 3.1).]

- 3.1 Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Bidders must provide the information required below.
- 3.2 For the purposes of this clause:
- i) "**former public servant**" means a 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 and includes:

- a) an individual;
  - b) an individual who has incorporated;
  - c) a partnership made of former public servants; or
  - d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
- ii) **“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.
- iii) **“pension”** means, in the context of the fee abatement formula, 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*, 1970m 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 *Canadian Pension Plan Act*, R.S., 1985, C. C-8.
- 3.3 If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
- i) name of former public servant;
  - ii) date of termination of employment or retirement from the Public Service.
- 3.4 If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, 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; and
  - vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- 3.5 For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- 3.6 By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.
- 4. BIDDER CERTIFIES THAT SOFTWARE IS OFF-THE-SHELF OR COMMERCIALY AVAILABLE**
- 4.1 Any software bid to meet this requirement must be “off-the-shelf” or commercially available, meaning that each item of software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all of the software bid is off-the-shelf or commercially available.

- 4.2 Bidders should note that, during the performance of the Contract, it is understood that the Licensed Software may need to be customized to address the data exchange / integration requirements.

## 5. SOFTWARE PUBLISHER CERTIFICATION AND SOFTWARE PUBLISHER AUTHORIZATION

- 5.1 If the Bidder is the software publisher for any of the proprietary software component(s) 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 (see Attachment 5.1 - Software Publisher Certification Form). 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.
- 5.2 Any Bidder that is not the software publisher of all the software solution or components proposed as part of 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 (see Attachment 5.2 - Software Publisher Authorization Form). 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.
- 5.3 In this bid solicitation, "software publisher" means the owner of any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software solution.

## 6. INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

### 6.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003 (2014-09-25). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 1. SECURITY REQUIREMENT

1.1 The following conditions must be met, **at time of Bid Closing**:

- a) the Bidder must provide Proof of Security Clearance as indicated in Part 7 - Resulting Contract Clauses;
- b) as part of the Proof of Security Clearance, the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
- c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- d) If the Bidder does not currently meet the security requirements identified in the Bid Solicitation, the Bidder must submit a written request for sponsorship for security clearance to the PWGSC Contractual Authority prior to the bid closing date. The PWGSC Contractual Authority will complete and forward the Sponsorship Form to the appropriate Security Division for processing. Once the Form has been forwarded, the Contractual Authority will contact the Bidder to confirm Proof of Sponsorship.

1.2 In the case of a foreign bidder, before award of a contract, Part 7, Article 3.2 - Security Requirement for Canadian Contractor will be replaced. Foreign bidders must contact the Contracting Authority before the bid closing date to obtain the security requirement clause specific to the Bidder's country of origin.

1.3 Canada will not **significantly** delay the award of any contract to allow bidders to obtain the required clearance. If the Bidder does not meet the conditions outlined in 1.1(a) **within 2 months following the bid closing date**, the bidder will be declared non-responsive.

1.4 For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website ( <http://ssi-iss.tpsgc-pwgsc.gc.ca> ).

1.5 In the case of a Joint Venture Bidder, each member of the joint venture must meet the security requirements.

1.6 In the case of a proposed Contractor/Sub-Contractor bid, both the proposed Contractor and proposed Sub-Contractor must meet the security requirements.

### 2. FINANCIAL CAPABILITY

a) Financial Capability Requirement:

The Bidder must have the financial capability to undertake this requirement. To evaluate the Bidder's financial capability, PWGSC may require the submission of some or all of the financial information detailed below. The Bidder must provide the requested information to the Contracting Authority within 15 working days of PWGSC's written request:

- (i) Audited Financial Statements, if available, or the Unaudited Financial Statements, for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).

business if  
Sheet, the Statement  
the statements).

- provide  
Income
- (ii) If the date of the Financial Statements provided in (i) above is more than three months from the date on which PWGSC requests this information, the Bidder must also provide Interim Financial Statements, consisting of a Balance Sheet and year-to-date Statement, as of two months prior to the solicitation closing date.
- (iii) Should the Bidder not have been in business for at least one full fiscal year:
- (a) the opening Balance Sheet on commencement of business; and
- (b) interim Financial Statements (consisting of a Balance Sheet, and a year-to-date Income Statement), as of two (2) months prior to the solicitation closing date.
- (iv) Evidence, by certification from the Chief Financial Officer or an authorized signing officer of the Bidder, regarding the accuracy of any financial information provided.
- (v) A confirmation letter from the Bidder's financial institution(s) outlining the total of lines of credit granted and the amount of credit that remains available and not drawn upon as of one month prior to the solicitation closing date.
- b) Joint Venture Proposal:
- If the proposal is submitted by a joint venture, then the specific financial information requested is required from each member of the joint venture.
- c) Parent Company:
- is If the Bidder is a subsidiary of another company then the specific financial information requested also required from the parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Bidder and the financial capability of the parent cannot be substituted for the financial capability of the Bidder itself.
- d) Financial Information Already provided to PWGSC:
- Analysis Any financial information request that is already on file at PWGSC with the Cost and Price Group of Acquisitions Branch does not have to be provided if:
- (i) the Bidder identifies the specific information that is on file and for which requirements this information was provided; and
- (ii) the Bidder authorizes the use of this information to support the financial capability for this requirement.
- It is the Bidder's responsibility to ensure that this information is actually available within the Cost and Price Analysis Group.
- e) Confidentiality:
- Should the Bidder provide the information requested above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, Section 20 (1) (b), (c).

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**107x1**

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## PART 7 - RESULTING CONTRACT CLAUSES

[Note to Bidder: The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. Except where specifically set out in the bid solicitation, acceptance by the Bidder of all the clauses is a Mandatory requirement of the bid solicitation. No modification or other terms and conditions included in a bid will apply to any resulting contract even if the bid is incorporated into that contract. Any bid that contains statements implying that the bid is conditions on modification of these clauses, or containing terms and conditions that purport to supersede these clauses, will be considered non-responsive. Bidders with concerns about these clauses should raise their concerns in accordance with the Enquiries provision of this bid solicitation.]

### 1. REQUIREMENT

[Note to Bidder: Prior to contract award, the following articles will be edited by the Contracting Authority to reflect the selected proposal.]

#### 1.1 Initial Requirement:

- 1.1.1 The purpose of this Request for Proposal (RFP) is for the provision of goods and services for the implementation of a COTS Integrated Library Information Management System (LIMS) as a solution to integrate Department of National Defence (DND), Defence Research and Development Canada (DRDC) Library collections.
- 1.1.2 The RFP includes a requirement to procure all related labour, related training and training material, related documentation and a LIMS software platform to implement and support a LIMS. The required solution includes the licensing (and associated software products), installation of software, support, consultation, training, customization, testing, configuration, conversion and migration of data, and implementation and on-going maintenance services.
- 1.1.3 \_\_\_\_\_ (the "Contractor") agrees to supply the goods and services described in the Contract, including the Statement of Requirements (SOR) to the Defence Research and Development Canada (DRDC) in accordance with, and at the prices set out in the Contract. This includes:
- a) granting to Canada a non-exclusive, perpetual, Entity-wide license to use the Licensed Software, in accordance with Supplemental General Conditions, Licensed Software, 4003 (2010-08-16), and the terms of the Software License, Annex D;
  - b) providing Software Maintenance and Support Services in relation to the Licensed Software, in accordance with Supplemental General Conditions, Maintenance and Support Services for Licensed Software, 4004 (2013-04-25), and as detailed in the SOW, during the Initial Contract Period (from Contract Award until March 31, 2016), and any extension thereof;
  - c) providing implementation services, including initial set-up, installation, configuration, conversion and migration of data, indexing and testing of the LIMS, up to and including System Acceptance testing, all as detailed in the SOR; and
  - d) providing training as detailed in the SOR.

#### 1.2 Options:

- 1.2.1 The Contractor grants to Canada the irrevocable option to extend the period of the Contract by up to three (3) consecutive one-year option periods until March 31, 2021. During any such extension, the Contractor shall continue to provide Software Maintenance and Support Services, in accordance with the terms and conditions and the prices set out in the Contract.

- 1.2.2 The Contractor grants to Canada the irrevocable option to acquire additional software products and functionality, Software Maintenance and Support Services thereon, as listed in Annex B, List of Deliverables and Services. Such options may be exercised at any time during the Initial Contract Period and any extension thereof, for which annual pricing is included the List of Optional Deliverables and Services. Canada may exercise these options by sending a written notice to the Contractor at any time during the Contract Period. Once an option is exercised, the software products comprising that option, shall be included as part of the Licensed Software.
- 1.2.3 The options may be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only through a contract amendment.

### 1.3 Professional Services by Task Authorization:

- 1.3.1 The Contractor grants to Canada the irrevocable option to provide professional services, on an as-and-when requested basis, in support of the requirements in the SOR. These optional services may be exercised by the Contracting Authority at any time during the Initial Contract Period or any extension thereof, in accordance with the Task Authorization process established in the Contract, and will be paid in accordance with the per diem rates detailed in Annex B, List of Deliverables and Services, Table C. The services ordered will include, but not be limited to, configuration.

## 2. STANDARD CLAUSES AND CONDITIONS

- 2.1 All clauses and conditions identified in the contract by number date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manua>  
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- 2.2 General Conditions:

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

- 2.3 Supplemental General Conditions:

The following Supplemental General Conditions;

4003 (2010-08-16), Licensed Software, and  
4004 (2013-04-25), Maintenance and Support Services for Licensed Software,

apply to and form part of the Contract.

- 2.4 Defined Terms:

- 2.4.1 Words and expressions defined in the General Conditions or Supplemental General Conditions and used in this Contract shall have the meanings assigned to them in the General Conditions or Supplemental General Conditions.

## 3. SECURITY REQUIREMENTS

- 3.1 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 will be required to be escorted at all times.

### 3.2 SECURITY REQUIREMENT CHECK LIST (SRCL)

1. The Contractor must, at all times during the performance of the Contract, hold a valid **Designated Organization Screening** (DOS), issued by the Canadian Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:

- E;
- (a) Security Requirements Check List and security guide (if applicable), attached at Annex
  - (b) Industrial Security Manual (Latest Edition).

## 4. CONTRACT PERIOD

### 4.1 Contract Period:

- 4.1.1 The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- a) the "Initial Contract Period", which begins on the date the Contract is issued and ends on March 31, 2018; and
- b) the period during which this Contract is extended in accordance with the options set out in this Contract.

### 4.2 Option to Extend the Contract:

- 4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- 4.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor at any time prior to the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 5. DELIVERY

- 5.1 Delivery of goods and services shall be in accordance with the attached Delivery/Milestone Schedule, Annex C.

## 6. AUTHORITIES

## 6.1 Contracting Authority

The Contracting Authority is the contracting officer named below and is responsible for the management of this Contract.

Public Works and Government Services Canada  
Enterprise Management Software Procurement Division (XL)  
Software and Shared Systems Procurement Directorate  
Services and Technology Acquisition Management Sector  
Place du Portage, Phase III, 4C1  
11 Laurier Street  
Gatineau, Quebec,  
Canada K1A 0S5

Attention: Margo A. Conn-Harbinson  
Telephone: 819-956-1114  
Facsimile: 819-953-3703  
E-mail: margo.conn-harbinson@tpsgc-pwgsc.gc.ca

Any changes to the Contract must be authorized, in writing, by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of this Contract based on verbal or written requests or instructions from any government personnel other than the Contract Authority.

## 6.2 Technical/Project Authority

The Technical/Project Authority for this Contract is:

Department of National Defence  
Defence R & D Canada – Ottawa  
Building 29  
3701 Carling Avenue  
Ottawa, Ontario  
K1A 0Z4

The Technical/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 Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 6.3 Contractor's Representative

For the purposes of this Contract, the Contractor's representative is:

(Note to Bidder: To be completed at time of Contract award.)

## 7. PAYMENT

### 7.1 Basis of Payment

#### 7.1.1 Implementation of DND/DRDC – Ottawa, Ontario (Site 1)

- 7.1.1.1 Licensed Software: For the license for the Licensed Software the Contractor shall be paid the firm price as detailed in Annex B, List of Deliverables and Services, Table A-1, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax

(HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra.

7.1.1.2 Implementation: For all Work for Implementation, including set-up, assistance with integration and installation of proposed LIMS Software Solution at the DRDC located in Ottawa, Ontario, the Contractor shall be paid, following successful System Acceptance as per the approved plan as detailed in the SOR, the firm price as detailed in Annex B, List of Deliverables and Services, Table A-1, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra

7.1.1.3 Configuration, Conversation and Migration of LIMS Data: For the Configuration, Conversation and Migration of LIMS Data, indexing, load and testing, up to and including successful completion of the System Acceptance test as per the approved plan as detailed in the SOR, the Contractor shall be paid the firm price as detailed in Annex B, List of Deliverables and Services, Table A-1, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra

7.1.1.4 Training: For training as detailed in the SOR, the Contractor shall be paid the firm price, following successful completion of the training, as detailed in Annex B, List of Deliverables and Services, Table A-1, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra.

7.1.1.5 Software Maintenance and Support Services: For Software Maintenance and Support, during the period from delivery of the Licensed Software until March 31, 2016, the Contractor shall be paid the firm annual prices, in advance at the beginning of each period, as detailed in Annex B, List of Deliverables and Services, Table A-1. Prices are FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra.

## 7.1.2 Implementation of DND/DRDC – CORA, Ontario (Site 2)

7.1.2.1 Implementation: For all Work for Implementation, including set-up, assistance with integration and installation of proposed LIMS Software Solution at the DRDC – CORA, Ontario location, up to and including successful completion of the System Acceptance test as per the approved plan, the Contractor shall be paid the firm price as detailed in Annex B, List of Deliverables and Services, Table A-2, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra

7.1.2.2 Configuration, Conversation and Migration of LIMS Data: For the Configuration, Conversation and Migration of LIMS Data, indexing, load and testing, up to and including successful completion of the System Acceptance test as per the approved plan, the Contractor shall be paid the firm price as detailed in Annex B, List of Deliverables and Services, Table A-2, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra

- 7.1.2.3 Training: For training as detailed in the SOR, the Contractor shall be paid the firm price, following successful completion of the training, as detailed in Annex B, List of Deliverables and Services, Table A-2, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra.

### 7.1.3 Implementation of DND/DRDC – Toronto, Ontario (Site 3)

- 7.1.3.1 Implementation: For all Work for Implementation, including set-up, assistance with integration and installation of proposed LIMS Software Solution at the DRDC – Toronto, Ontario location, up to and including successful completion of the System Acceptance test as per the approved plan, the Contractor shall be paid the firm price as detailed in Annex B, List of Deliverables and Services, Table A-3, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra

- 7.1.3.2 Configuration, Conversation and Migration of LIMS Data: For the Configuration, Conversation and Migration of LIMS Data, indexing, load and testing, up to and including successful completion of the System Acceptance test as per the approved plan, the Contractor shall be paid the firm price as detailed in Annex B, List of Deliverables and Services, Table A-3, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra

- 7.1.3.3 Training: For training as detailed in the SOR, the Contractor shall be paid the firm price, following successful completion of the training, as detailed in Annex B, List of Deliverables and Services, Table A-3, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra.

### 7.1.4 Implementation of DND/DRDC – Atlantic, Nova Scotia (Site 4)

- 7.1.4.1 Implementation: For all Work for Implementation, including set-up, assistance with integration and installation of proposed LIMS Software Solution at the DRDC – Atlantic, Nova Scotia location, up to and including successful completion of the System Acceptance test as per the approved plan, the Contractor shall be paid the firm price as detailed in Annex B, List of Deliverables and Services, Table A-4, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra

- 7.1.4.2 Configuration, Conversation and Migration of LIMS Data: For the Configuration, Conversation and Migration of LIMS Data, indexing, load and testing, up to and including successful completion of the System Acceptance test as per the approved plan, the Contractor shall be paid the firm price as detailed in Annex B, List of Deliverables and Services, Table A-4, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra

- 7.1.4.3 Training: For training as detailed in the SOR, the Contractor shall be paid the firm price, following successful completion of the training, as detailed in Annex B, List of Deliverables and Services, Table A-4, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services

Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra.

### 7.1.5 Implementation of DND/DRDC – Suffield, Alberta (Site 5)

7.1.5.1 Implementation: For all Work for Implementation, including set-up, assistance with integration and installation of proposed LIMS Software Solution at the DRDC – Suffield, Alberta location, up to and including successful completion of the System Acceptance test as per the approved plan, the Contractor shall be paid the firm price as detailed in Annex B, List of Deliverables and Services. Table A-5, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra

7.1.5.2 Configuration, Conversation and Migration of LIMS Data: For the Configuration, Conversation and Migration of LIMS Data, indexing, load and testing, up to and including successful completion of the System Acceptance test as per the approved plan, the Contractor shall be paid the firm price as detailed in Annex B, List of Deliverables and Services, Table A-5, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra

7.1.5.3 Training: For training as detailed in the SOR, the Contractor shall be paid the firm price, following successful completion of the training, as detailed in Annex B, List of Deliverables and Services, Table A-5, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra.

### 7.1.6 Implementation of DND/DRDC – Valcartier, Quebec (Site 6)

7.1.6.1 Implementation: For all Work for Implementation, including set-up, assistance with integration and installation of proposed LIMS Software Solution at the DRDC – Valcartier, Quebec location, up to and including successful completion of the System Acceptance test as per the approved plan, the Contractor shall be paid the firm price as detailed in Annex B, List of Deliverables and Services. Table A-6, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra

7.1.6.2 Configuration, Conversation and Migration of LIMS Data: For the Configuration, Conversation and Migration of LIMS Data, indexing, load and testing, up to and including successful completion of the System Acceptance test as per the approved plan, the Contractor shall be paid the firm price as detailed in Annex B, List of Deliverables and Services, Table A-6, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra

7.1.6.3 Training: For training as detailed in the SOR, the Contractor shall be paid the firm price, following successful completion of the training, as detailed in Annex B, List of Deliverables and Services, Table A-6, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (TBD prior to contract award) GST/HST extra.

- 7.1.7 **Option to extend the Contract:** For the three (3) one year options to extend the Contract until March 31, 2021 for Software Maintenance and Support services, during the extension period, if Canada exercises its option, the Contractor shall be paid the firm annual prices, in advance at the beginning of each period, as detailed in Annex B, List of Deliverables and Services, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (Unfunded until Options exercised) GST/HST extra.

- 7.1.8 **Option for additional items:** For the additional optional items, which includes additional Licensed Software and Software Maintenance and Support services thereon, if Canada exercises any of its options during the Initial Contract Period or any extension thereof, the Contractor shall be paid the firm prices as detailed in Annex B, List of Deliverables and Services, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) extra, if applicable.

Estimated Amount: \$ (Unfunded until Options exercised) GST/HST extra.

- 7.1.9 All Contractor travel and living expenses associated with Items 7.1.1 – 7.1.8 are included in the above prices.

- 7.1.10 **Travel and Living Expenses in Relation to On-Site Support:** The Contractor will be paid for authorized reasonable and proper travel and living expenses incurred in the performance of the Work, without any allowance therein for overhead or profit, and these costs will be reimbursed in accordance with the Treasury Board Travel Directive: ([http://www.tbs-sct.gc.ca/travel/travel\\_e.html](http://www.tbs-sct.gc.ca/travel/travel_e.html)).

The Contractor shall not be paid for any travel or living expenses incurred in the performance of the Work as a result of catastrophic failure of the Licensed Software through no fault of the Client.

All payments are subject to Government Audit.

All travel must have prior authorization of the Client Project Authority.

7.1.11 **Task Authorizations:**

- 7.1.11.1 For any optional professional services requested by Canada, in accordance with an approved Task Authorization (TA), Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked in accordance with the firm all-inclusive per diem rates set out in Annex B, List of Deliverables and Services, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

- 7.1.11.2 For any optional work authorized in accordance with any Task Authorization, Canada will reimburse the Contractor for pre-authorized reasonable and proper travel and living expenses incurred to perform the work, without any allowance for overhead or profit, and these costs will be reimbursed in accordance with the Treasury Board Travel Directive in effect at the time: [http://www.tbs-sct.gc.ca/travel/travel\\_e.html](http://www.tbs-sct.gc.ca/travel/travel_e.html). All payments are subject to audit by Canada. All travel must be pre-approved by the Contracting Authority. The Contractor will not be able to charge for time spent traveling at the per-diem rates set out in the Contract.

Estimated Amount: \$ (Unfunded until TA authorized) GST/HST extra.

7.1.12 **Goods and Services Tax (GST) and Harmonized Sales Tax (HST):**

- 7.1.12.1 All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

- 7.1.12.2 The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Customs and Revenue Agency any amounts of GST and HST paid or due.

Estimated Amount: \$ (TBD prior to contract award).

## 7.2 Competitive Award:

- 7.2.1 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.

## 7.3 Limitation of Expenditure – Firm Prices:

- 7.3.1 No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded unless an increase is authorized by the Contracting Authority.

## 7.4 Method of Payment:

- 7.4.1 Canada will pay the Contractor within 30 calendar days following acceptance or within 30 calendar days of receiving a complete invoice (and any required substantiating documentation), whichever is later. If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

### 7.4.2 For Task Authorizations:

- 7.4.2.1 Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- 7.4.2.2 Canada will pay the Contractor within 30 calendar days of receiving a complete invoice (and any required substantiating documentation). If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.
- 7.4.2.3 Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

**7.4.3 For Advance Payments:**

7.4.3.1 Canada will make the advance payments to the Contractor for Software Maintenance and Support Services, within 30 calendar days after receiving a complete invoice (and any required substantiating documentation), or within 30 calendar days of any date specified in the Contract for making that advance payment, whichever is later.

7.4.3.2 If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

7.4.3.3 The Contractor acknowledges that this is an advance payment and that, despite anything to the contrary in the Contract, Canada will perform acceptance procedures for the services only after the services have been performed, regardless of whether the payment has already been made. The Contractor agrees that any advance payments authorized and paid under the terms of the Contract are not considered acceptance of the services for which the payment is made. Also, 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.

**7.4.4 For Milestone Payments:**

7.4.4.1 Canada will make the milestone payments to the Contractor in accordance with the Annex B, following completion and acceptance of the milestone, and within 30 calendar days after receiving a complete invoice (and any required substantiating documentation), or within 30 calendar days of any date specified in the Contract for making that milestone payment, whichever is later.

7.4.4.2 If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

7.4.4.3 The Contractor acknowledges that this is a milestone payment and that, despite anything to the contrary in the Contract, Canada will perform acceptance procedures for the goods and services only after the goods and services have been delivered and/or performed, regardless of whether the payment has already been made. The Contractor agrees that any milestone payments authorized and paid under the terms of the Contract are not considered acceptance of the goods or services for which the payment is made. Also, milestone payments do not prevent Canada from exercising any or all potential remedies in relation to these payments or any of the Work, if the Work performed later proves to be unacceptable.

**8. INVOICING INSTRUCTIONS**

8.1 The Contractor must submit invoices in accordance with the information required in the General Conditions, 2030 (2014-09-25). The Contractor's invoice must include a separate item of each line item in Annex B, List of Deliverables and Services. Payment will only be made on receipt of satisfactory invoices duly supported by specified documents called for under this Contract.

8.2 Invoices must be submitted on the Contractor's own form and must be prepared to show:

- a) company name and address;
- b) the date;
- c) Name and address of the consignee(s);
- d) Contract Serial Number, Client Reference Number, Procurement Business Number and Financial Code(s);
- e) the contract line item, quantity, part number, reference number and description;



- f) for maintenance support, the period for which payment is being claimed;  
g) Goods and Services Tax, and/or Harmonized Sales Tax as applicable.

8.3 The original invoice and two (2) copies shall be forwarded to:

Department of National Defence  
Defence R & D Canada – Ottawa  
Building 5B  
3701 Carling Avenue  
Ottawa, Ontario  
K1A 0Z4

and one (1) copy must be forwarded to:

Public Works and Government Services Canada  
Enterprise Management Software Procurement Division (XL)  
Software and Shared Systems Procurement Directorate  
Services and Technology Acquisition Management Sector  
Place du Portage, Phase III, 4C1  
11 Laurier Street  
Gatineau, Quebec  
Canada K1A 0S5

Attention: Margo A. Conn-Harbinson  
Telephone: 819-956-1114  
Facsimile: 819-953-3703  
E-mail: margo.conn-harbinson@tpsgc-pwgsc.gc.ca

## 9. CERTIFICATIONS

### 9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification or 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.

## 10. APPLICABLE LAWS

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

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

## 11. PRIORITY OF DOCUMENTS

11.1 The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears shall prevail over the wording of any document which subsequently appears on the list.

- a) These Articles of Agreement, including any individual SACC manual clauses incorporated by reference in these Articles of Agreement;
- b) Supplemental General Conditions, in the following order:
  - 4003 (2010-08-16), Licensed Software
  - 4004 (2013-04-25), Maintenance and Support Services for Licensed Software
- c) General Conditions, 2030 (2014-09-25);
- d) Annex A, Statement of Requirements;
- e) Annex B, List of Deliverables and Services;
- f) Annex C, Delivery/Milestone Schedule;
- g) Annex D, Software License;
- h) Annex E, Security Requirements Check List;
- i) Signed Task Authorizations

## 12. 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.]

- 12.1 The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

## 13. FOREIGN NATIONALS (Foreign Contractor)

- 13.1 The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

## 14. INSURANCE REQUIREMENTS

- 14.1 The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 15. LIMITATION OF LIABILITY

- 15.1 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

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damages to the extent described in this section, even if it has been made aware of the potential for those damages.

#### 15.2 First Party Liability:

- (a) 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:
  - (i) any infringement of intellectual property rights to the extent the Contractor breaches the Article of the General Conditions entitled "Intellectual Property Infringement and Royalties";
  - (ii) physical injury, including death.
- (b) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (c) 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 any 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.
- (d) 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 (a) above.
- (e) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
  - (i) 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
  - (ii) 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 either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.25 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 \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph (e) will not exceed the total estimated cost (as defined above) for the Contract.
- (f) 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.

#### 15.3 Third Party Claims:

- (a) 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.

- (b) If Canada is required, as a result of joint and several liability, 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 subparagraph (a), 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.
- (c) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

## 16. SITE REGULATIONS

- 16.1 The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

## 17. SHIPMENT

- 17.1 Shipment is to be consigned including all delivery charges to the destination specified.
- 17.2 Should magnetically recorded information and/or documentation become damaged or lost, including accidental erasure in the course of transit from the Contractor's site to the delivery destination in the Contract, or while in the Contractor's care, it shall be replaced at the Contractor's expense.

## 18. INSPECTION/ACCEPTANCE

- 18.1 The Technical/Project Authority shall be the Inspection Authority. All reports, deliverables, documents, goods and all services rendered under this Contract shall be subject to inspection by the Inspection Authority or its designated representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority shall have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

## 19. SAFEGUARDING ELECTRONIC MEDIA

- 19.1 Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to

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cause malfunctions.

- 1.92 If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

## **20. WORK PERMITS, LICENSES, CERTIFICATES**

- 20.1 The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, license, or certificate to Canada.

## **21. ACCESS TO CANADIAN FACILITIES**

- 21.1 Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:
- a) client's premises;
  - b) client's computer systems (micro computer network);
  - c) documentation;
  - d) personnel for consultation;
  - e) office space, telephones, desk space, manuals and terminals.
- 21.2 Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.
- 21.3 Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the client's convenience.

## **22. TRANSLATION OF REPORTS AND DOCUMENTATION**

- 22.1 The Crown shall have the right to translate any documentation (not delivered as part of the Contracted Deliverables provided herein) into the second of the two Official Languages of Canada. This right shall include the right to make, or to have made, copies for the Crown's internal purposes only and to ultimately destroy those copies. The Contractor acknowledges that the Crown owns the translated version of any such translated document and that it is under no obligation to provide any translated document to the Contractor. Any document, which is translated by the Crown, shall include any copyright and/or proprietary right notice, which was part of the original document. The Crown acknowledges that the Contractor is not responsible for technical errors, which arise as a result of any translation performed by the Crown.

## **23. NOTICES**

- 23.1 For the purposes of this Contract, where the Contractor is required to provide notice to Canada or the Minister, such notice shall be provided in writing to the Contractual Authority.
- 23.2 For the purposes of this Contract, where Canada or the Minister is required to provide notice to the Contractor, such notice shall be provided in writing to the Contractor's representative.

## **24. TASK AUTHORIZATION**

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- 24.1 Certain optional goods and services specified herein may be ordered by Canada, on an as-and-when-requested basis, in accordance with the terms and conditions of this Contract, at any time during the Contract Period. For certainty, Canada has no obligation to order any such goods or services during the Contract Period.
- 24.2 The Contractor shall provide all such optional goods and services ordered by Canada providing such orders do not exceed the financial limitation stated in this Contract.
- 24.3 Optional goods and services will be ordered by Canada in accordance with the Task Authorization process stated herein and using the Task Authorization form attached as Annex F.
- 24.4 Task Authorizations will be used by Canada to order the following optional services and others to be determined, as-and-when-requested, from the Contractor:
- Professional services and any other services as may be required in performance of the work in the SOW
- 24.5 Task Authorization Process:
- 24.5.1 If a requirement is identified by the Project Authority, the Project Authority will complete the appropriate portion of the Task Authorization form and forward it to the Contractor. The Project Authority should provide a complete description of the required task and any required scheduling and/or delivery dates. Upon receipt, the Contractor shall complete the appropriate portion of the form and return the Task Authorization form to the Project Authority.
- 24.5.2 The Contractor's response to a Task Authorization request shall include the estimated cost of performing the task and any applicable schedule and/or delivery dates. The estimated costs for services shall be based upon the Contractor's estimated level of effort for the applicable labour categories multiplied by the firm rates set out in this contract. Travel and Living costs of Contractor personnel shall be estimated so as to be in accordance with the Treasury Board Guidelines on Travel and Living Expenses. The Contractor shall not be paid for providing the estimates or for providing any other information required to prepare and issue the Task Authorizations. The Contractor shall provide any information requested by Canada in relation to the preparation of a Task Authorization within 10 working days of the request.
- 24.5.3 The Project Authority may, if in agreement with the work description, cost estimates and delivery schedule sign the Task Authorization form, indicating its agreement to the work, cost and delivery and forward the Task Authorization form to the Contracting Authority. The Contracting Authority may at its discretion, and if in agreement with the work description, estimated costs, and delivery schedule authorize the Contractor to proceed with the work by signing the Task Authorization and returning a signed copy to the Contractor. The Contracting Authority shall also forward a signed copy of the Task Authorization to the Project Authority.
- 24.5.4 Under no circumstances will the Contractor start work on any Task Authorization until proper authorization is received by Canada.
- 24.5.5 From time to time, and for administrative purposes only the Contracting Authority may amend the Contract to add a list of all authorized Task Authorizations.
- 24.6 The actual amount charged by the Contractor for the completion of a Task Authorization shall be in accordance with the rates and prices set out in the Task Authorization and the Basis of Payment in this Contract. Under no circumstances will the amount paid by Canada exceed the authorized amount of the Task Authorization. If the Contractor becomes aware, at any time prior to the completion of the work that the authorized amount of the Task Authorization is insufficient the Contractor shall immediately notify the Contract Authority and request an increase. The Contracting Authority may, at their discretion, issue an amendment to the Task Authorization increasing the amount of the Task Authorization. Canada shall not be liable to pay the Contractor any amount in excess of the authorized amount unless an additional amount is properly authorized.

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**25. ENTIRE AGREEMENT**

25.1 This Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract and supersedes all previous negotiations and documents related to it.

**PART 7  
ANNEX A**

**STATEMENT OF REQUIREMENTS**

**DEPARTMENT OF NATIONAL DEFENCE  
DEFENCE RESEARCH AND DEVELOPMENT CANADA**

**INTEGRATED LIBRARY INFORMATION MANAGEMENT SYSTEM (LIMS)**

**SECTION A – PROJECT INFORMATION**

- 1 INTRODUCTION**
- 2 GOALS**
- 3 STATISTICAL SUMMARY**

**SECTION B – STATEMENT OF WORK**

- 1 INFORMATION SECURITY AND SYSTEM REQUIREMENTS**
- 2 GENERAL REQUIREMENTS**
- 3 FUNCTIONAL REQUIREMENTS**
- 4 CUSTOMER SUPPORT AND MAINTENANCE**
- 5 IMPLEMENTATION AND DATA MIGRATION PLAN**
- 6 ACCEPTANCE TESTING PLAN**



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**NOTES TO BIDDER**

[[Note to Bidder: To the extent possible, this Statement of Requirements (SOR) has been written as it will appear in the resulting contract.

For the purposes of this Request for Proposal, entire sections, and/or individual paragraphs of this Statement of Work are marked as either Information (I), or Mandatory (M), or Rated (R).

The sections and/or individual paragraphs that are marked as (I) are for information purposes only. They are to provide either background information or context to a reader of the SOR. Bidders are not required to respond directly to anything marked as (I), however they should take this information into account in the preparation of their proposals. It is expected that these sections and paragraphs will remain essentially as written in any resulting contract.

Those sections and/or individual paragraphs marked as (M) are mandatory in their entirety. It is expected that these mandatory sections and/or paragraphs will be included in the resulting contract exactly as written. By submitting a proposal the Bidder agrees to comply with each and every section and/or individual paragraph marked as mandatory. In addition, the Bidder must explicitly state its compliance and provide substantiation of its compliance as detailed in Part 4, Attachment 4.1, Bidders not meeting all mandatory requirements will be deemed not responsive and will be given no further consideration.

Those sections and/or individual paragraphs marked as (R) are rated. Bidders should respond to these rated requirements as detailed in Part 4, Attachment 4.1, Bidder Response Form. It is expected that prior to the award of a contract, the Contracting Authority together with the selected Bidder, will edit or revise the wording of the rated requirements to match the Bidders proposal and then incorporate the agreed wording into the final SOR forming part of the resulting contract.

The term "must" is used herein to identify requirements that the Government of Canada considers to be mandatory for the Project and/or product. The Bidder must be required to deliver the services and product in accordance with these requirements, unless modified through the formal Change Request process.

The term "should" is used herein to identify requirements that the Government of Canada considers to be desirable provisions of added benefit/value, for the Project and/or product. The Bidder should propose how they will address and deliver such added benefit/value, for consideration by the Government of Canada.

**NOTE TO BIDDER:** The terms "must deliver, enable and support", "should allow", "support the capability" and "have the capability" are used herein to indicate the system can deliver the functionality described later in the phrase in which it is contained. Should the Bidder indicate that the system is capable or should allow for the functionality, the Bidder will be required to deliver this functionality if awarded the Contract, within the quoted price.

Unless otherwise indicated, the timelines noted to throughout the documents using the word "days" must be calculated in calendar days versus working days.

Lastly, all the [Notes to Bidder:] included in the Statement of Requirements will be deleted by the Contract Authority prior to contract award].

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## SECTION A – PROJECT INFORMATION

### 1. INTRODUCTION

#### 1.1 PURPOSE OF THE CONTRACT

(I) Defence Research and Development Canada (DRDC) is an agency of the Canadian Department of National Defence responding to the scientific and technological needs of the Canadian Forces. The mission of DRDC is to ensure that the Canadian Forces remain scientifically and operationally relevant.

(I) DRDC has library services at research labs in the National Capital Region, Toronto (ON), Atlantic (NS), Valcartier (QUE), and Suffield (AB). They support the information needs of the agency's scientific, analyst, technical, and corporate personnel.

(I) DRDC amalgamated library services in 2012 to form an Agency Library. The centerpiece of the DRDC Library will be a single Integrated Library Management System (ILMS) to replace different systems currently in use at DRDC, and to be hosted out of the National Capital Regions (NCR) for the entire agency. It is intended that DRDC personnel will be served by a single online public access catalogue (OPAC), thus enabling them to search a consolidated DRDC collection no matter their geographic location. Further, DRDC library personnel will use a common ILMS to perform a variety of library functions for the agency. This includes cataloguing, acquisitions management, serials control, circulation, and the provision of an OPAC for clients.

(I) The purpose of this contract is to procure and implement an ILMS for DRDC. DRDC's objectives for the contract are as follows:

- a) The purchase and implementation of a commercial off-the-shelf (COTS) integrated library management system.
- b) The configuration, conversion and migration of existing data into the new library software, while ensuring that the security, integrity, and function of this data is maintained.
- c) The acquisition of software that is operational and licensed for multiple geographical locations.
- d) The provision of training, annual technical support and maintenance for three (3) years plus three (3) option years.

### 2. GOALS

(I) The solution should:

- a) help DRDC integrate our library information holdings to enhance service to clients;
- b) help DRDC increase the efficiency of library operations;
- b) help DRDC be recognized as having one national library with one entity ILMS to serve clients.

(I) The ILMS plays a key role in ensuring the integrity of the DRDC library collection. DRDC needs to integrate their holdings into a single ILMS to enhance Agency library services. Library clients demand a flexible, efficient and functionally current system. A new single ILMS should provide barrier-free, timely access to a gateway through which all library resources and services can be available. The new ILMS should be:

- a) **Interoperable, coherent and uniform:** Capable of interfacing with systems and other corporate data through industry-defined standards.
- b) **Adaptable:** Offering state of the art technology that is able to embrace future technological innovations.

- c) **Scaleable and extensible:** The Government of Canada information management infrastructure is becoming more complex, and the Library should be able to embrace regular addition of new equipment and independent software products.
- d) **Expandable:** The Library must be able to acquire, aggregate, provide access to, manage, and (when appropriate) control the growth of local, national and global resources in a variety of formats.
- e) **Accessible:** The full range of information in the ILS must be available to clients from their desktops.
- f) **Authoritative:** The ILMS must serve as a dynamic central repository of data describing and providing access to a broad variety of information resources and holdings, local and remote, that facilitate the maintenance and expansion of library service and research. Full support for traditional library processing and control functions must be offered.
- g) **Flexible:** New relationships, new queries and new reports should be able to be added or modified without changing the program source code.
- h) **Intelligent:** The ILMS should support and enforce national and international data standards; it should reduce the likelihood of incorrect or conflicting data entry into the database and speed users through operations. Flexible and powerful search engines and interfaces should be available.

### 3. STATISTICAL SUMMARY

(I) This table represents a summary of DRDC's situation in regards to library software:

A	ILS currently in use	<p>DRDC Toronto (ON) Bidder may request the software name and version for the purpose of preparing the technical and financial bid. This information will be sent under separate cover upon written request.</p> <p>DRDC CORA (ON) DRDC Atlantic (NS) DRDC Suffield (AB) DRDC Valcartier (QUE) DRDC Ottawa (ON) These locations use the same software but have different versions. Bidders may request the software name and version for the purpose of preparing the technical and financial bid. This information will be sent under separate cover upon written request.</p>
B	Library staff and number of locations; licenses currently used	<p>Library Staff: 13 FTEs Locations: 7 Licenses: 5 (Atlantic), 1 (Toronto), 8 (CORA), 1 (Suffield), 4 (Valcartier), 8 (Ottawa)</p>
C	Clients	1400 Fulltime equivalents (FTEs) estimated with occasional student, military, or contractor use of the OPAC
D	Bibliographic Records	100,000 estimated
E	ILS modules in use	Web OPAC, Cataloguing, Circulation, Acquisitions, Serials Control, and Administration
F	Hardware and Operating System	<p><u>DRDC Toronto (ON)</u> - This ILMS is currently hosted externally. Circulation records are in a UNIX file not connected to the ILMS. Bidders may request the name of the hardware and operating system for the purpose of preparing the technical and financial bid. This information will be sent under separate cover upon written request.</p> <p>DRDC CORA and Ottawa (ON) DRDC Atlantic (NS) DRDC Suffield (AB) DRDC Valcartier (QUE)</p>

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**DRDC Ottawa (ON)**

These ILMS are on DRDC/SSC servers. Bidders may request the name of the hardware and operating system for the purpose of preparing the technical and financial bid. This information will be sent under separate cover upon written request.

## SECTION B – STATEMENT OF WORK

### 1. INFORMATION SECURITY AND SYSTEM REQUIREMENTS

- 1.1 **(M)** The Contractor must deliver, enable and support a web based COTS ILMS software package that provides the following functions:
- a) Acquisitions;
  - b) Cataloguing and Authority Control;
  - c) Serials Control;
  - d) Circulation;
  - e) Web OPAC;
  - f) Administration (sometimes called Security);
  - g) Link Resolver; and
  - h) Z39.50 Client and Server.
- 1.2 **(M)** The Contractor's software must be installed on an internal Government of Canada (GoC) computer platform hosted by Shared Services Canada (SSC). The ILMS cannot be externally hosted.
- 1.3 **(M)** The Contractor must provide periodic software updates via electronic means that do not require Contractor access to the server. The preferred approach is delivery of updates and patches using a FTP server. The Contractor must specify how updates will be provided, if not the preferred approach.
- 1.4 **(M)** The Contractor must provide technical support and troubleshooting services, including telephone, web support resources and on-site support (see Section 4). Troubleshooting on the software shall be via the DRDC/SSC approved VPN solution only.
- 1.5 **(M)** Remote access is allowed only via a DRDC/SSC approved solution provided and managed by DRDC/SSC. The current approved VPN solution is the G/ON key. [Note to Bidder: DRDC's preference is for Bidders to find a way to do the required work without needing remote access. If remote access is required, the Bidder is to provide sufficient information as to how they would provide this.]
- 1.6 **(M)** The Contractor must be able to support the installation of the ILMS on the GoC computer platform and provide technical documentation for the ILMS.
- 1.7 **(M)** The ILMS must be able to manage the assignment of roles and permissions to people over system functions; e.g. who is capable of entering data, overriding data, creating user accounts. The system shall only allow authorized library staff to edit records in the database.
- 1.8 **(M)** The ILMS must be able to be backed up using GoC back-up procedures, tools and standards.
- 1.9 **(M)** The Contractor must supply software that is capable of operating on a GoC Win 2008 R2 64 bit server environment or better.
- 1.10 **(M)** A valid SRCL Clearance, which authorizes Contractors (per individual) to access DND systems, is required. Individuals who access the software and the new library database must be holders of a Reliability Clearance. In addition, should a Contractor visit one of DRDC's sites, visit clearance requests must be submitted and approved in advance.
- 1.11 **(M)** All DRDC library data must remain on DRDC systems. It must not exist on the Contractor's computer system. Should it be necessary to transfer data to the Contractor's computer system, prior written approval must be given by the DRDC Information Systems Security Officer (SSO). This approval will be based on a documented operational requirement, appropriate certification and accreditation of the infrastructure involved and an approved procedure to purge that data and any backup copies when it is no longer required.

- 1.12 **(M)** The ILMS must be able to support the replication of catalogue data for purposes of business continuity/ disaster recovery. Replication may be to backup, near-line or online storage. [Note to Bidder: Cost and license implications of the three options must be provided in the Financial Proposal only.]
- 1.13 **(M)** Post Contract Award and prior to use, DRDC shall verify that the ILMS meets all the technical and functional requirements stated. Should tests indicate that the system does not function in accordance with the requirements, the Contractor must make such corrections to the system as are necessary to correct the problem(s) and DRDC will retest the system as appropriate. Following the successful completion of testing, the Technical Authority and DRDC ISSO shall approve the completion of the work and schedule the "go-live" date. DRDC will use the system for 30 working days, wherein any problem(s) identified must be corrected. The Technical Authority and DRDC ISSO would approve the completion of the work (final system acceptance) at the end of this period.
- 1.14 **(M)** DRDC owns the data (e.g. bibliographic records) and retains the right to enter, modify, delete, and extract this data without limitation.
- 1.15 **(M)** The Contractor must provide a plan to merge DRDC's six library catalogues into the provided ILMS. The plan shall include key activities, milestones, and estimated timelines. Post Contract Award, the updated plan will be reviewed by the Technical Authority and DRDC IT and either approved or returned with a list of questions that must be resolved in order to be approved. The Contractor must perform the migration (and not expect DRDC to provide the data in a format they specify). The Contractor must take the files (bibliographic, authority, holdings, patron records), convert them, and ensure they are migrated into the ILMS. [Note to Bidder: The migration must be in MARC. The migration must preserve all DRDC data (e.g. bibliographic records, circulation history, authority files, etc.) Toronto does not catalogue in MARC. Remaining locations catalogue in MARC.] [Note to Bidder: This information can be incorporated into the Implementation and Data Migration Plan noted in Item 5.1.]
- 1.16 **(M)** The Contractor must provide the performance standard of the system. The system must be able to support a minimum of 20 simultaneous inquiries from library personnel, and the OPAC must be able to support a minimum of 100 simultaneous inquiries from DRDC Library clients. [Note to Bidder: Explain how library personnel and clients outside of where the software will be installed will have the same performance standard as those users co-located with the server. DRDC currently has multiple ILMS locally installed and therefore this represents a change for some users.]
- 1.17 **(M)** The Contractor must allow for 20 Authorized Users for the ILMS to enter, modify, and delete data. DRDC may have, from time to time, students and contractors for specific periods. The Contractor must specify if additional authorized users can be added and if there is an additional cost associated. [Note to Bidder: Costing for additional users must appear in the Financial Proposal only.]
- 1.18 **(M)** DRDC will not accept a solution needing administrator rights to DRDC/SSC systems.

## 2. GENERAL REQUIREMENTS

**(I)** DRDC requires a modern, user friendly, and robust ILMS to support common library processes and procedures. General capabilities required of the system are described here:

- 2.1 **(M)** The system must deliver, enable and support the following fully integrated modules and functions (in release prior to date of the RFP):
- a) Acquisitions;
  - b) Cataloguing and Authority Control;
  - c) Serials Control;
  - d) Circulation;
  - e) Web OPAC, and
  - f) Administration (sometimes called Security);
  - g) Link Resolver; and

h) Z39.50 Client and Server.

- 2.2 **(M)** The system must deliver, enable and support MARC21 capability. This includes the ability to format, convert, display, edit, store and export records in MARC21.
- 2.3 **(M)** The system must have the capability of accepting barcodes.
- 2.4 **(M)** The system must deliver, enable and support a bilingual interface (English and French) for all modules of the integrated library management system.
- 2.5 **(M)** The system must have the capability of standard editing features; (e.g. cut, copy, and paste).
- 2.6 **(M)** The system must have the capability of repeatable fields for URLs and be able to hyperlink to external websites and documents. For example, entering URLs in the electronic location (856 field) of the catalogue module so that clients can click on them in the OPAC. Also, DRDC has durable URLs for e-journal and databases and we need to have links from the catalogue to the library's subscriptions.
- 2.7 **(M)** The system must have the capability to sort by geographic locations if DRDC puts them in the metadata.
- 2.8 **(M)** The system must have the capability of online help mechanisms; e.g. a help button in the OPAC that clients can use for instructions for searches.
- 2.9 **(M)** The system must have the capability to maintain journal records of every transaction to permit reversal of one or more transactions to revert to an earlier state. The period of time the journal records are retained must be able to be set locally.
- 2.10 **(M)** The system must have the capability to save searches.
- 2.11 **(M)** The system must have standard search features; e.g. simple, browse and advanced.
- 2.12 **(M)** The system must have an undo capability.
- 2.13 **(M)** The system must be capable of exporting records in XML
- 2.14 **(R)** The system should have short cut keys similar to MS Office shortcuts. For example, the capability to use driven highlight and right click to open a formatting menu. Similarly, the capability of using ctrl keys for shortcuts.
- 2.15 **(R)** The system should have the capability of supporting a year-month-day or day-month-year format.
- 2.16 **(R)** The system should have the capability to provide operator comments.
- 2.17 **(R)** The system should be capable of having repeatable fields to attach files, such as PDF's and Word documents.
- 2.18 **(R)** The Contractor should have experience converting non-MARC records from software currently used by DRDC. [Note to Bidder: Bidders may request the software name and version for the purpose of responding to 2.18.]
- 2.19 **(M)** The system must adhere to Unicode UTF-8 or UTF-16 standard character set.

### 3. FUNCTIONAL REQUIREMENTS

**(I)** The specific functionalities required of the modules in the system are described here:

### 3.1 Acquisition Module

- 3.1.1 **(M)** The system must have the capability to support flexible dates for a fiscal year. The GoC's fiscal year is 1 April to 31 March.
- 3.1.2 **(M)** The system must have the capability to provide the flexibility to add multiple financial codes.
- 3.1.3 **(M)** The system must have the capability to permit roll-over to the next fiscal year.
- 3.1.4 **(M)** The system must have the capability to retain the history of purchases. DRDC keeps financial records according to disposition schedules and will want to delete records manually and not have the system do this for them.
- 3.1.5 **(M)** The system must have the capability to adjust data; e.g. for taxes, shipping and handling, and currency conversion. When an acquisition is first entered, there may be changes to this information by the time a transaction is completed.
- 3.1.6 **(R)** The system should have the capability for direct connection to book and other media vendors for the purpose of placing an order.

### 3.2 Cataloguing Module

- 3.2.1 **(M)** The system must have the capability to support Z39.50 search and retrieval protocol.
- 3.2.2 **(M)** The system must have the capability to create, modify and delete records, and import free catalogue data for import from bibliographic utilities, such as OCLC, AMICUS, into records. The system must have the capability to allow DRDC to manually adjust records; e.g. if imported with a different location, DRDC can change it.
- 3.2.3 **(M)** The system must have the capability for bilingual (English and French) authority utility for personal and corporate names, titles, series and subject headings.
- 3.2.4 **(M)** The system must have the capability to provide available standard worksheets for cataloguing records. It shall be flexible to permit the addition of other fields to customize a standard worksheet as required by the type of media being catalogued.
- 3.2.5 **(M)** The system must have the capability to generate see and see also references from authority records and display them in OPAC.
- 3.2.6 **(M)** The system must have the capability of editing authority records individually and globally and allow easy access to authority records editing from within the bibliographic module.
- 3.2.7 **(M)** The system must have the capability to manage and maintain different geographical or holding locations for library resources.
- 3.2.8 **(M)** The system must have the capability to format labels for printing.
- 3.2.9 **(R)** The system should have the capability for the Resource Description and Access (RDA) standard.
- 3.2.10 **(R)** The system should have the capability to integrate an external thesaurus; e.g. RVM de l'Université Laval.
- 3.2.11 **(R)** The system should have the capability to offer updated lists of valid codes. For example, country codes may change (aa Albanie, abc Alberta, aku Alaska). This is important to ensure standardization of



catalogued data. It should use ISO 3166-1 Alpha 3 codes.

- 3.2.12 **(R)** The system should have the capability to create institutional collections. This allows clients to limit their searches to items in a group; e.g. an "Aeronautics and Astronautic Collection".

### 3.3 Serials Module

- 3.3.1 **(M)** The system must have the capability to initiate actions for check-in, claiming and renewals based on publications patterns.

- 3.3.2 **(M)** The system must have the capability to create and control serial routing lists and slips including printing.

- 3.3.3 **(M)** The system must have the capability to handle special or irregular issues, multiple copies, issue location, and manually record issue number and date information.

- 3.3.4 **(M)** The system must have the capability to search and see detailed holdings.

- 3.3.5 **(M)** The system must have the capability to automatically update holdings information in a correct chronological order. If issues arrive at the library in the wrong order, for example, and they are checked into the system, it is important for the holdings to be re-sorted so they display correctly.

- 3.3.6 **(M)** The system must have the capability for DRDC to establish parameters for claims and dates.

### 3.4 OPAC

- 3.4.1 **(M)** The system must have the capability to save searches.

- 3.4.2 **(M)** The system must have the capability for patrons to login and check their current holdings and check due dates, etc., from their workstations.

- 3.4.3 **(M)** The system must have the capability to display the status of items; e.g. borrowed/reserved/hold.

- 3.4.4 **(M)** The system must have the capability to sort search results (i.e. by author, title, year, etc).

- 3.4.5 **(M)** The system must have the capability to customize the web interface and provide access to other collections and Internet resources.

- 3.4.6 **(M)** The system must have the capability to allow clients to search by medium; e.g. book, journal, computer file, serial.

- 3.4.7 **(R)** The system should have a hold capability.

### 3.5 Circulation

- 3.5.1 **(M)** The system must have the capability to handle check-in, check-out, renewals and holds.

- 3.5.2 **(M)** The system must have the capability to establish loan periods and renewal parameters based on library policies and alternate due date if necessary. It must include override parameters.

- 3.5.3 **(R)** The system should have permanent or long-term loan options capability; e.g. the capability to show indefinite loan periods.

- 3.5.4 **(R)** The system should have the capability to generate overdue notices.
- 3.5.5 **(R)** The system should have the capability to generate a receipt of selected loans instead of the complete lists. For example, if a client has 50 loaned books and comes to the library to borrow 3 more books, the system should be able to print a receipt only for the 3 new loans.

### 3.6 Reports That Can Be Generated From the System Modules

- 3.6.1 **(M)** The system must have the capability to produce user-friendly and customizable reports that include, but are not limited to, client circulation reports, and acquisition lists. They must be available to print or to save electronically in a variety of outputs such as viewable online, send to printer, and export. (Note to Bidder: Specify the types of reports from the modules and the OPAC.)
- 3.6.2 **(M)** The Contractor must supply a minimum of one (and a maximum of three) examples of reports from each of the catalogue, serials, acquisitions, and circulation modules. The examples will be reviewed by the technical authority and, Prior to Contract Award, either approved or returned with a list of questions that must be resolved in order to be approved. This is to ensure enough flexibility with report generation to meet DRDC's requirements as per 3.6.1 above.
- 3.6.3 **(R)** The system should have the capability for collection history and statistics.
- 3.6.4 **(R)** The system should have the capability for instant reports (without having to schedule a job or wait for output).

## 4. CUSTOMER SUPPORT AND MAINTENANCE

- 4.1 **(M)** The Contractor must provide customer technical support services Monday through Friday during the hours of 8:00 am to 5:00 pm; note in Ontario, Quebec, Alberta and Nova Scotia. Additionally, support should be made available outside these hours at Contractor's hourly rates. [Note to Bidder: Costs for optional support must be provided in the Financial Proposal only.]
- 4.2 **(M)** The Contractor must provide a copy of the customer support standard and documentation with their bid response. [Note to Bidder: This documentation is for information purposes only and may or may not form part of the resultant contract.]
- 4.3 **(M)** The Contractor must provide a single point of contact where all requests for technical support may be submitted. It must be possible to contact the Service Desk via website, email and a toll-free number. The Contract must provide ways for Support requests to be reported, logged and tracked and for status to be visible to library staff and the person requesting the assistance.
- 4.4 **(R)** The Contractor should be able to provide a Knowledge Base for known problems.
- 4.5 **(M)** The Contractor must provide training as required (online, in person, or via telephone) to DRDC library personnel who will be entering, modifying and deleting data.
- 4.6 **(M)** The Contractor must supply a bilingual User's Manual for the system.
- 4.7 **(M)** The Contractor must provide bilingual customer support (English and French).
- 4.8 **(R)** The Contractor should provide committed response times for categories of problems, including the following:

- a) For categories defined as "Emergency" or "Critical" (e.g. preventing core business operations, no workaround): The Contractor's technical support should acknowledge within 1 business hour and use its best efforts to respond to each reported problem within 4 hours. If the Contractor cannot correct or resolve the problem within 4 hours, it should provide the Library with an estimated time for providing the solution. If this estimated time cannot be met, then the Contractor should inform the Library, and provide it with a new deadline for the problem resolution. This process should be repeated until the problem is fixed.
- b) For categories defined as "Lower Priority", "Non-Critical" (e.g. Library is able to continue business, operations, or acceptable workaround is available): The Contractor's technical support should acknowledge the support call within 1 business day and pursue resolution in accordance with its best business efforts in relation to the severity level of the problem. The Contractor should provide a fix, workaround or plan of action as soon as practical, but not later than the next software upgrade.
- 4.9 **(R)** The Contractor should provide an escalation procedure to ensure that all critical or major issues are addressed in a timely manner and with the appropriate urgency.
- 4.10 **(M)** The Contractor must provide an efficient process and support for installing and trouble-shooting software upgrades, with minimal effort required from library staff. The Contractor must provide adequate notice prior to major upgrades, (i.e. minimum 30 calendar days).
- 4.11 **(R)** Customized or configured portions of the system should be portable from old releases to updated releases without significant effort from the Library.
- 4.12 **(R)** The Contractor should provide the availability of support for upgrades during weekends and evenings.
- 4.13 **(R)** The Contractor should make available an adequate number of customer support staff to provide excellent customer support. Staff should be highly skilled with a high level of library and technical expertise, qualifications, and experience.
- 4.14 **(R)** The Contractor should provide highly skilled and experienced implementation and technical support staff, with a high level of technical and library-related expertise.
- 4.15 **(R)** The Contractor should provide support service in North America, preferably in Canada. Identify the location of the support service that will service the Library, including Canadian locations.

## 5. IMPLEMENTATION AND DATA MIGRATION PLAN

**[Note to Bidder: Bidders must submit a draft Implementation and Data Migration Plan as per Item 5.1 of the SOR and Item R25 in the Bidder Response, Attachment 4.1. The Draft Implementation and Data Migration Plan will be evaluated in accordance with the Rated Requirement for this item in Bidder Response Form.]**

- 5.1 **(M)** The Contractor must provide a Draft Implementation and Data Migration Plan with its proposal. The Plan must demonstrate how migration from library software on different servers will be accomplished. In addition, the Plan must demonstrate how data in an externally hosted software will be incorporated. The Contractor must update the Plan and submit it to the Technical Authority and DRDC IT Security for approval within 10 working days after Contract Award. The Technical Authority and DRDC IT should, within 10 working days, either approve the plan or provide written comments to the Contractor requiring corrections. If corrections are required, the Contractor must make such corrections and resubmit the plan to the Technical Authority and DRDC IT for approval within 10 working days. The Contractor should manage the project in accordance with the approved Implementation and Data Migration Plan. During the Period of the Contract any changes to the Plan will require the approval of the Technical Authority and DRDC IT Security. Approval of the Implementation and Data Migration Plan by the Technical Authority and DRDC IT Security does not, in any way, reduce or relieve the Contractor of any of its responsibilities to meet its obligations under this Contract.

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- 5.2 (M)** The Contractor must provide a methodology for data migration. The data migration strategy must ensure accuracy of all migrated data, including e-journal holdings in the OPAC.
- 5.3 (M)** The Contractor must assign a qualified, experienced project manager that is responsible for the implementation.
- 5.4 (M)** The Contractor must provide training for the software modules required in Year 1 and Systems Administration, one session each for up to 10 people, on-site during initial implementation at one central location for Library staff and Systems Administration staff (Site 1). For the remaining sites (2 to 6), training should be provided to the System Administrator. The Contractor must provide the availability of methods for ongoing training, including web-based training.
- 5.5 (M)** The Contractor must be able to provide the availability of training in both English and French.
- 5.6 (M)** Online documentation must be available for all functions, in English and French, updated and available simultaneously in both languages in a timely manner for product updates.
- 5.7 (M)** The Contractor should be able to convert the following types of data:
- a) Bibliographic (MARC21)
  - b) Items
  - c) MARC21 Format for Holdings Data (MFHD)
  - d) Authorities (MARC21), including names, subjects, other
  - e) Patron record data, existing barcodes
  - f) Circulation transactions, loans, holds etc.
  - g) Acquisitions: open orders; single orders; standing orders; serials orders; vendor file; funds; historical data.
  - h) Serials: summary holdings; detailed holdings; check-in records; subscription data; pattern records; copy data.
- 5.8 (R)** The Contractor should be able to convert and load bilingual records based on current practices.

## 6 ACCEPTANCE TESTING

### DEFINITIONS:

**Go-Live Date:** The date on which Library commences live operation with the ILMS solution by performing bibliographic updates, circulation transactions, processing orders, checking in serials, OPAC searches, and other library services.

**Acceptance of the System (or Acceptance):** Following successful completion of all acceptance testing as detailed below, the Technical Authority shall notify the Contractor in writing that the ILS system is accepted. The Go-Live Date will be scheduled at a mutually agreed date between the Contractor and the Library as soon as possible following Acceptance.

**[Note To Bidder: The Bidder must provide a Draft Acceptance Test Plan as per Item 6.1 of the SOR and Item R27 in the Bidder Response Form, Attachment 4.1. The Draft Acceptance Test Plan will be evaluated in accordance with the Rated Requirement for this item in Bidder Response Form.]**

- 6.1 (M)** The Contractor must provide a Draft Acceptance Test Plan with its proposal. The Acceptance Test Plan must detail the test methodology and list all tests to be carried out during acceptance testing. The Acceptance Test Plan must include a summary of key tests and at a minimum include: a) connectivity testing as defined below; b) verification of functionality based on Contractor's documentation and response to the RFP; c) test load and subsequent test loads as necessary of all the required data converted for the Library's verification and acceptance based on the agreed specifications; d) evaluation of adequate data retrieval response time; e) testing in the Library's operational environment. Post Contract Award, the

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Contractor must update the Plan and submit it to the Technical Authority and DRDC IT Security, prior to commencement of acceptance testing. The Technical Authority and DRDC IT Security should, within 10 working days, either approve the plan or provide written comments to the Contractor requiring corrections. If corrections are required, the Contractor should make such corrections and resubmit the plan to the Technical Authority and DRDC IT Security for approval.

**[Note to Bidder: The Connectivity Test will be performed at DRDC prior to Contract Award.]**

- 6.2 (M)** "Connectivity Testing": Within 30 working days Prior to Contract Award, the Contractor shall work with representatives of the Library to complete the Connectivity Test, in which the Contractor must supply copies of the client software and components (e.g. plug-ins) required to be installed on Staff and Patrons' desktop, and establish successful communication for its outsourced solution while complying with the performance, telecommunication, network security and standard desktop environment requirements of the Library. A mutual agreement must be reached between the Contractor and the Library on the port requirements.
- 6.3 (M)** Acceptance testing must be done according to the Acceptance Test Plan by the Library with assistance of the Contractor as required. The Contractor must provide to the Library, its representatives and consultants, such documentation and assistance as may reasonably be required by the Library, in connection with the aforesaid acceptance tests.
- 6.4 (M)** Following system installation, the Library must conduct acceptance testing of the installed system, in accordance with the approved Acceptance Test Plan, to verify that it meets all the technical and functional requirements stated herein. Should any tests indicate that the system does not function in accordance with the requirements, the Contractor shall make such corrections to the system as are necessary to correct the problem(s) and the Library will retest the system as appropriate. Following successful completion of all acceptance testing, the Technical Authority shall approve the completion of the work (Acceptance).
- 6.5 (M)** Prior to Contract Award, DRDC must be able to test the software and it must receive DRDC ISSO approval as being software that is consistent and not contrary to any of DRDC's network accreditation policies and standards before acceptance.

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**PART 7**  
**ANNEX B**  
**LIST OF DELIVERABLES/SERVICES**

[Note to Bidders: Bidders must bid prices as detailed in the Tables below. Prices are to be included in the Financial Proposal only. The Financial Proposal should include tables in a similar format as shown below.]

As detailed in Part 4, the Total Evaluation Price will be the sum of all the prices for Tables A, B and C. The pricing provided in Table D is for information purposes only.

The clauses and item descriptions in Tables A, B and C are Mandatory in their entirety. Except where specifically set out in the bid solicitation, acceptance by the Bidder of all the clauses and item descriptions is a mandatory requirement of the bid solicitation. No modification or other terms and conditions included in a bid will apply to any resulting contract even if the bid is incorporated into that contract. Any bid that contains statements implying that the bid is conditional on modification of these clauses and item descriptions, or containing terms and conditions that purport to supersede these clauses and item descriptions will be considered non-responsive. Bidders with concerns about these clauses should raise their concerns in accordance with the Enquiries provision of this bid solicitation.]

1. Summarize all costs associated with implementing your solution including ongoing costs in the Cost Forms below. Costs must include but not be limited to: software, proposed licensing arrangement and associated fees, training, technical support, testing, annual maintenance and upgrades, etc.

The Bidder must supply firm annual costs for a period of six (6) years.

2. Provide **itemized or unit or ceiling pricing** and supporting documentation in a separate referenced document. Indicate any discount applicable to any deliverables/services.

**List of Deliverables/Services:**

**TABLE 1: Library Implementation Schedule**

The table below indicates the sites that DRDC intends to implement. The order in which implementation will take place will be amended at time of contract award to reflect the Bidder's proposed implementation schedule.

Prior to final Implementation Plan approval, DRDC reserves the right to modify the proposed sequence in which the libraries will be migrated.

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Site
Site 1 Migration - DRDC Ottawa, Ontario
Site 2 Migration - DRDC CORA, Ontario
Site 3 Migration - DRDC Toronto, Ontario
Site 4 Migration - DRDC Atlantic, Nova Scotia
Site 5 Migration - DRDC Suffield, Alberta
Site 6 Migration - DRDC Valcartier, Québec

#### Table A-1 List of Deliverables/Services – Site 1 – DRDC Ottawa, Ontario

- 1.1 The Contractor will be paid firm unit or lot or ceiling prices or firm time rates for the Deliverables/Services listed below. Prices are in Canadian dollars, and are FOB destination, (installed, tested and accepted, if applicable), Canadian Customs duties and excise taxes included, if applicable, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra, as applicable.
- 1.2 For line item 01: For the license to use the Licensed Software, the Contractor shall be paid the firm price as indicated in Table A.
- 1.3 For line item 02: For all Work for the implementation of the LIMS, the Contractor shall be paid the firm price as indicated in Table A.
- 1.4 For line item 03: For all Work for the Configuration, Conversion and Data Migration, the Contractor shall be paid the firm price as indicated in Table A.
- 1.5 For line item 04: For the provision of Training, the Contractor shall be paid the firm price as indicated in Table A.
- 1.6 For line item 05: For Software Maintenance and Support Services thereon, the Contractor will be paid the firm annual prices indicated in the table below. Although the Contractor must provide Software Maintenance and Support services beginning upon delivery of the Licensed Software until date of System Acceptance at DRDC - Ottawa, payment for Software Maintenance and Support services will begin upon the date of System Acceptance at DRDC - Ottawa, where the first payment must be the pro-rated portion of the firm annual price from the Date of System Acceptance until March 31, 2015. The subsequent firm annual prices will be payable yearly in advance.

[Note to Bidder: Canada reserves the right to declare any bid non-responsive if any of the firm annual prices bid below increase or decrease by more than 5% per year.]

Item No.	Item Description	Unit of Issue	Qty	Firm Unit/Lot/Ceiling price	Firm annual price for the period: April 1, 2015 to March 31, 2016	Firm annual price for the period: April 1, 2016 to March 31, 2018	Firm annual price for the period: April 1, 2017 to March 31, 2018	Firm annual price for the period: April 1, 2018 to March 31, 2019	Firm annual price for the period: April 1, 2019 to March 31, 2020	Firm annual price for the period: April 1, 2020 to March 31, 2021
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			Year 1	2017 Year 2	Year 3	Option Year 1	Option Year 2	Option Year 3		
01	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A		
	For the license to use the Licensed Software in accordance with the terms of the Contract. This price Includes, as a minimum, but is not limited to, all functionality related to:									
	<ul style="list-style-type: none"><li>- Acquisitions;</li><li>- Cataloguing and Authority Control;</li><li>- Serials Control;</li><li>- Circulation;</li><li>- Web OPAC;</li><li>- Administration (sometimes called Security)</li><li>- Link Resolver</li><li>- Z39.50 Client and Server</li></ul>									
	[Note to Bidder: The Bidder must provide with its proposal a complete list of all software applications forming part of the Licensed Software, indicating as applicable, product names, version numbers, etc]									
02	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A		
	For all Work for Implementation, including set-up, assistance with integration and installation of proposed LIMS Software Solution at DRDC/SSC server – Ottawa, Ontario, up to and including successful completion of the System Acceptance as per									



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	approved plan	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
03	For all Work for Configuration, Conversion and Data Migration (current records), indexing, load and testing, up to and including successful completion of the System Acceptance as per approved plan	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
04	For the provision of Training (System Administrator and Staff), on-site at a Central DRDC location (Ottawa, Ontario), including training documentation as per approved plan	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
05	Software Maintenance and Support on the Licensed Software (to be included until Date of System Acceptance at DRDC – Ottawa, Ontario)	Per Year	1	Included	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Table A-2 List of Deliverables/Services – Site 2 – DRDC CORA, Ontario**

- 1.1 The Contractor will be paid firm unit or lot or ceiling prices or firm time rates for the Deliverables/Services listed below. Prices are in Canadian dollars, and are FOB destination, (installed, tested and accepted, if applicable), Canadian Customs duties and excise taxes included, if applicable, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra, as applicable.
- 1.2 For line item 01: For all Work for the implementation of the LIMS, the Contractor shall be paid the firm price as indicated in Table A-2.
- 1.3 For line item 02: For all Work for the Configuration, Conversation and Data Migration, the Contractor shall be paid the firm price as indicated in Table A-2.
- 1.4 For line item 03: For the provision of Training, the Contractor shall be paid the firm price as indicated in Table A-2.

[Note to Bidder: Canada reserves the right to declare any bid non-responsive if any of the firm annual prices bid below increase or decrease by more than 5% per year.]

Item No.	Item Description	Unit of Issue	Qty	Firm Unit/Lot/Ceiling price	Firm annual price for the period: April 1, 2015 to March 31, 2016 Year 1	Firm annual price for the period: April 1, 2016 to March 31, 2017 Year 2	Firm annual price for the period: April 1, 2017 to March 31, 2018 Year 3	Firm annual price for the period: April 1, 2018 to March 31, 2019 Option Year 1	Firm annual price for the period: April 1, 2019 to March 31, 2020 Option Year 2	Firm annual price for the period: April 1, 2020 to March 31, 2021 Option Year 3
01	For all Work for Implementation, including set-up, assistance with integration and installation of proposed LIMS Software Solution at DRDC – CORA, Ontario, up to and including successful completion of the System Acceptance as per approved plan	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A
02	For all Work for Configuration, Conversation and Data Migration (current records), indexing, load and testing, up to and including successful completion of the System Acceptance as per approved plan	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A
03	For the provision of Training (System Administrator), on-site at the DRDC – CORA, Ontario, location, including training documentation, as per approved plan	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A

**Table A-3 List of Deliverables/Services – Site 3 – DRDC Toronto, Ontario**

1.1 The Contractor will be paid firm unit or lot or ceiling prices or firm time rates for the Deliverables/Services listed below. Prices are in Canadian dollars, and are FOB destination, (installed, tested and accepted, if applicable), Canadian Customs duties and excise taxes included, if applicable, Goods and

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Services Tax (GST) or Harmonized Sales Tax (HST) extra, as applicable.

- 1.2 For line item 01: For all Work for the implementation of the LIMS, the Contractor shall be paid the firm price as indicated in Table A-3.
- 1.3 For line item 02: For all Work for the Configuration, Conversation and Data Migration, the Contractor shall be paid the firm price as indicated in Table A-3.
- 1.4 For line item 03: For the provision of Training, the Contractor shall be paid the firm price as indicated in Table A-3.

[Note to Bidder: Canada reserves the right to declare any bid non-responsive if any of the firm annual prices bid below increase or decrease by more than 5% per year.]

Item No.	Item Description	Unit of Issue	Qty	Firm Unit/Lo t/Ceilin g price	Firm annual price for the period: April 1, 2015 to March 31, 2016 Year 1	Firm annual price for the period: April 1, 2016 to March 31, 2017 Year 2	Firm annual price for the period: April 1, 2017 to March 31, 2018 Year 3	Firm annual price for the period: April 1, 2018 to March 31, 2019 Option Year 1	Firm annual price for the period: April 1, 2019 to March 31, 2020 Option Year 2	Firm annual price for the period: April 1, 2020 to March 31, 2021 Option Year 3
01	For all Work for Implementation, including set-up, assistance with integration and installation of proposed LIMS Software Solution at DRDC – Toronto, Ontario, up to and including successful completion of the System Acceptance as per approved plan	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A
02	For all Work for Configuration, Conversation and Data Migration (current records), indexing, load and testing, up to and including successful completion of the System Acceptance as per approved plan	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A
03	For the provision of Training	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A

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(System Administrator), on-site at the DRDC – Toronto, Ontario, location, including training documentation, as per approved plan									
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**Table A-4 List of Deliverables/Services – Site 4 – DRDC Atlantic, Nova Scotia**

- 1.1 The Contractor will be paid firm unit or lot or ceiling prices or firm time rates for the Deliverables/Services listed below. Prices are in Canadian dollars, and are FOB destination, (installed, tested and accepted, if applicable), Canadian Customs duties and excise taxes included, if applicable, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra, as applicable.
- 1.2 For line item 01: For all Work for the implementation of the LIMS, the Contractor shall be paid the firm price as indicated in Table A-4.
- 1.3 For line item 02: For all Work for the Configuration, Conversation and Data Migration, the Contractor shall be paid the firm price as indicated in Table A-4.
- 1.4 For line item 03: For the provision of Training, the Contractor shall be paid the firm price as indicated in Table A-4.

[Note to Bidder: Canada reserves the right to declare any bid non-responsive if any of the firm annual prices bid below increase or decrease by more than 5% per year.]

Item No.	Item Description	Unit of Issue	Qty	Firm Unit/Lo t/Ceilin g price	Firm annual price for the period: April 1, 2015 to March 31, 2016 Year 1	Firm annual price for the period: April 1, 2016 to March 31, 2017 Year 2	Firm annual price for the period: April 1, 2017 to March 31, 2018 Year 3	Firm annual price for the period: April 1, 2018 to March 31, 2019 Option Year 1	Firm annual price for the period: April 1, 2019 to March 31, 2020 Option Year 2	Firm annual price for the period: April 1, 2020 to March 31, 2021 Option Year 3
01	For all Work for Implementation, including set-up, assistance with integration and installation of proposed LIMS Software	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A

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02	Solution at DRDC – Atlantic, Nova Scotia, up to and including successful completion of the System Acceptance as per approved plan For all Work for Configuration, Conversation and Data Migration (current records), indexing, load and testing, up to and including successful completion of the System Acceptance as per approved plan	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A
03	For the provision of Training (System Administrator), on-site at the DRDC – Atlantic, Nova Scotia, location, including training documentation, as per approved plan	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A

**Table A-5 List of Deliverables/Services – Site 5 – DRDC Suffield, Alberta**

- 1.1 The Contractor will be paid firm unit or lot or ceiling prices or firm time rates for the Deliverables/Services listed below. Prices are in Canadian dollars, and are FOB destination, (installed, tested and accepted, if applicable), Canadian Customs duties and excise taxes included, if applicable, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra, as applicable.
- 1.2 For line item 01: For all Work for the implementation of the LIMS, the Contractor shall be paid the firm price as indicated in Table A-5.
- 1.3 For line item 02: For all Work for the Configuration, Conversation and Data Migration, the Contractor shall be paid the firm price as indicated in Table A-5.
- 1.4 For line item 03: For the provision of Training, the Contractor shall be paid the firm price as indicated in Table A-5.

[Note to Bidder: Canada reserves the right to declare any bid non-responsive if any of the firm annual prices bid below increase or decrease by more than 5% per year.]

Item No.	Item Description	Unit of Issue	Qty	Firm Unit/Lo t/Ceilin g price	Firm annual price for the period: April 1, 2015 to March 31, 2016 Year 1	Firm annual price for the period: April 1, 2016 to March 31, 2017 Year 2	Firm annual price for the period: April 1, 2017 to March 31, 2018 Year 3	Firm annual price for the period: April 1, 2018 to March 31, 2019 Option Year 1	Firm annual price for the period: April 1, 2019 to March 31, 2020 Option Year 2	Firm annual price for the period: April 1, 2020 to March 31, 2021 Option Year 3
01	For all Work for Implementation, including set-up, assistance with integration and installation of proposed LIMS Software Solution at DRDC – Suffield, Alberta, up to and including successful completion of the System Acceptance as per approved plan	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A
02	For all Work for Configuration, Conversation and Data Migration (current records), indexing, load and testing, up to and including successful completion of the System Acceptance as per approved plan	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A
03	For the provision of Training (System Administrator), on-site at the DRDC – Suffield, Alberta, location, including training documentation, as per approved plan	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A

**Table A-6 List of Deliverables/Services – Site 6 – DRDC Valcartier, Quebec**

1.1 The Contractor will be paid firm unit or lot or ceiling prices or firm time rates for the Deliverables/Services listed below. Prices are in Canadian dollars, and are FOB destination, (installed, tested and accepted, if applicable), Canadian Customs duties and excise taxes included, if applicable, Goods and

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Services Tax (GST) or Harmonized Sales Tax (HST) extra, as applicable.

- 1.2 For line item 02: For all Work for the implementation of the LIMS, the Contractor shall be paid the firm price as indicated in Table A-6.
- 1.3 For line item 03: For all Work for the Configuration, Conversation and Data Migration, the Contractor shall be paid the firm price as indicated in Table A-6.
- 1.4 For line item 04: For the provision of Training, the Contractor shall be paid the firm price as indicated in Table A-6.

[Note to Bidder: Canada reserves the right to declare any bid non-responsive if any of the firm annual prices bid below increase or decrease by more than 5% per year.]

Item No.	Item Description	Unit of Issue	Qty	Firm Unit/Lo t/Ceilin g price	Firm annual price for the period: April 1, 2015 to March 31, 2016 Year 1	Firm annual price for the period: April 1, 2016 to March 31, 2017 Year 2	Firm annual price for the period: April 1, 2017 to March 31, 2018 Year 3	Firm annual price for the period: April 1, 2018 to March 31, 2019 Option Year 1	Firm annual price for the period: April 1, 2019 to March 31, 2020 Option Year 2	Firm annual price for the period: April 1, 2020 to March 31, 2021 Option Year 3
01	For all Work for Implementation, including set-up, assistance with integration and installation of proposed LIMS Software Solution at DRDC – Valcartier, Quebec, up to and including successful completion of the System Acceptance as per approved plan	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A
02	For all Work for Configuration, Conversation and Data Migration (current records), indexing, load and testing, up to and including successful completion of the System Acceptance as per approved plan	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A
03	For the provision of Training	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A

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(system Administrator), on-site at the DRDC – Valcartier, Quebec, location, including training documentation as per approved plan									
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**Table B - List of Optional Deliverables/Services**

1.1 The Contractor must be paid firm unit or lot prices and firm time rates for the Optional Deliverables/Services listed below, as detailed in Table B. Prices are in Canadian dollars, and are FOB destination, (installed, tested and accepted, if applicable), Canadian Customs duties and excise taxes included, if applicable, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra, as applicable.

[Note to Bidder: Canada reserves the right to declare any bid non-responsive if any of the firm annual prices bid below increase or decrease by more than 5% per year.]

Item No.	Item Description	Unit of Issue	Qty	Firm Unit/Lot price	Firm annual price for the period: April 1, 2015 to March 31, 2016 Year 1	Firm annual price for the period: April 1, 2016 to March 31, 2017 Year 2	Firm annual price for the period: April 1, 2017 to March 31, 2018 Year 3	Firm annual price for the period: April 1, 2018 to March 31, 2019 Option Year 1	Firm annual price for the period: April 1, 2019 to March 31, 2020 Option Year 2	Firm annual price for the period: April 1, 2020 to March 31, 2021 Option Year 3
01	Additional Data Migration (not provided as per Item 03 of Table A, i.e. Archive Records)	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A



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02	Other Required Third Party Software (if not included in Item 1 of Table A)  [Note to Bidder: The Bidder must provide with its proposal a complete list of all Third Party Software applications forming part of the Licensed Software, indicating as applicable, product names, version numbers, etc]	Lot	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A
03	Other applicable customization and special programming  [Note to Bidder: The Bidder must provide with its proposal a complete list of all customization and special programming applications, as applicable]  [Note to Bidder: For the purpose of evaluation only, the cost per diem will	Per Diem	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A

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04	be multiplied by 5 days for each fiscal year.] Additional Training (Administrator), refresher training per session [Note to Bidder: The Bidder must provide with its proposal a complete list of courses, indicating description, length and unit cost.]	Per Session	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A
05	Technical Support outside of regular business hours, e.g. for support or software upgrades during evenings and weekends [Note to Bidder: For the purpose of bid evaluation only, the per hourly rate will be multiplied by 5 hours for each	Per Hour	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A

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	fiscal year.]											
06	Optional 24/7 Maintenance and Support, in accordance with the SOR	Per Year	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
07	On-Site Support and Maintenance not covered under Item 05, Table A-1	Per Diem	1	\$ _____	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**Table C – Optional Professional Services to be ordered by Task Authorization**

1. For any optional professional services as and when requested by Canada, in accordance with an approved Task Authorization (TA), Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked in accordance with the firm all-inclusive per diem rates set out below, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
2. Any authorized travel and living expenses incurred to perform any authorized Task Authorization, will be reimbursed in accordance with the terms of the Contract.

[Note to Bidder: Canada reserves the right to declare any bid non-responsive if any of the per-diem rates bid below increase by more than 5% per year, or are, at Canada's sole discretion, considered unreasonably high.]

Item No.	Resource Description	Unit of Issue	Firm per-diem rate for the period:	Firm per-diem rate for the period:	Firm per-diem rate for the period:	Firm per-diem rate for the period:	Firm per-diem rate for the period:	Firm per-diem rate for the period:	
01	For any Optional Professional Services as and when requested through Task Authorizations, including but not limited to: - Additional configuration - Applicable customization - Special programming - Change Management  (Note to Bidder: For the purpose of bid evaluation only, the per diem rate will be multiplied by 2 days for each Fiscal Year)  (Note to Bidder: For information purposes only, please provide an example list of Professional Services	Per diem	April 1, 2015 to March 31, 2016 Year 1 \$ _____/day	April 1, 2016 to March 31, 2017 Year 2 \$ _____/day	April 1, 2017 to March 31, 2018 Year 3 \$ _____/day	April 1, 2018 to March 31, 2019 \$ _____/day	April 1, 2019 to March 31, 2020 \$ _____/day	April 1, 2020 to March 31, 2021 Option Year 2 \$ _____/day	Option Year 3 \$ _____/day

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Categories with applicable per diem rates.)									
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### List of Optional Professional Services Categories

The Contractor shall be paid the following Firm Per-diem rates for the optional professional services categories indicated, in accordance with the Basis of Payment in the Contract.

These optional services will only be provided "as and when requested" in accordance with the Task Authorization process described in the Contract.

The descriptions for the above noted Categories are in accordance with TBIPS (<http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html> )

### Per Diem Rates After Year 6

If Canada exercises additional option years after Year 6, the Contractor must continue to provide optional professional services in accordance with the terms and conditions of this Contract. Per diem rates will be negotiated prior to Canada exercising the yearly option. The Contractor agrees that the per diem rates will not exceed the lowest rates charged any of its customers in Canada for like quality and quantity of services.

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**Table D - Additional Cost Information (For Information Only)**

[Note to Bidder: The following price information is requested for information only. These line items and the prices will not be used for evaluation.]

[Note to Bidder: Bidder may expand on list of items as applicable.]

Item No.	Item Description	Available Yes/No	Current List Price
01	Other products that may be of interest to the Laboratory		\$ _____
02	Specify any additional costs (software, services) needed to support the additional products.		\$ _____

**PART 7****ANNEX C****DELIVERY/MILESTONE SCHEDULE**

[Note to Bidder: The following is a Draft Delivery Schedule for the anticipated deliverables/services. This delivery schedule will be edited/changed/augmented based upon the Bidder's proposed delivery schedule as detailed in the Project Management Plan provided with the Bidder's Proposal. Bidders are to submit a complete delivery schedule with their proposal. ]

**Delivery Schedule of Deliverables/Services**

<b>Deliverables</b>	<b>Description</b>	<b>Requested Delivery Date</b>	<b>Bidder's Proposed Delivery Date</b>
<b>01</b>	Delivery of the Licensed Software and Software Maintenance and Support Services thereon to DRDC – Ottawa, Ontario (Site 1)	Immediately following Contract Award	
<b>02</b>	Commencement of Implementation work on-site at DRDC - Ottawa, Ontario	Within 30 days of Contract Award	
<b>03</b>	Commencement of Configuration, Conversation and Migration of LIMS Data, indexing, load and testing work at DRDC - Ottawa, Ontario	Within 30 days of Contract Award	
<b>04</b>	Completion of Training at Ottawa, Ontario	Prior to start of System Acceptance	
<b>05</b>	Final System Acceptance at Ottawa, Ontario	To Be Determined at Time of Contract Award.	
<b>06</b>	Implementation at DRDC - CORA, Ontario (Site 2). This also includes Configuration, Conversion and Migration of LIMS Data and Training.	To Be Determined at Time of Contract Award	
<b>07</b>	Implementation at DRDC - Toronto, Ontario (Site 3). This also includes Configuration, Conversion and Migration of LIMS Data and Training.	To Be Determined at Time of Contract Award	
<b>08</b>	Implementation at DRDC - Atlantic, Nova Scotia (Site 4). This also includes Configuration, Conversion and Migration of LIMS Data and Training.	To Be Determined at Time of Contract Award	
<b>09</b>	Implementation at DRDC – Suffield, Alberta (Site 5). This also includes Configuration, Conversion and Migration of LIMS Data and Training.	To Be Determined at Time of Contract Award	

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<b>10</b>	Implementation at DRDC – Valcartier, Québec (Site 6). This also includes Configuration, Conversion and Migration of LIMS Data and Training.	To Be Determined at Time of Contract Award	
<b>11</b>	Support and Maintenance Services for Year 1, including software upgrades and enhancements, to commence upon Final System Acceptance		
<b>12</b>	Support and Maintenance Services for Year 2, including software upgrades and enhancements, to commence upon expiry of Year 1		
<b>13</b>	Support and Maintenance Services for Year 3, including software upgrades and enhancements, to commence upon expiry of Year 2		
<b>14</b>	OPTIONAL Support and Maintenance Services for Year 4, including software upgrades and enhancements, to commence upon expiry of Year 3		
<b>15</b>	OPTIONAL Support and Maintenance Services for Year 5, including software upgrades and enhancements, to commence upon expiry of Year 4		
<b>16</b>	OPTIONAL Support and Maintenance Services for Year 6, including software upgrades and enhancements, to commence upon expiry of Year 5		



**PART 7**

**ANNEX D**

**SOFTWARE LICENSE**

[Note to Bidder: The following articles of the Software License are Mandatory in their entirety. Except where specifically set out in the bid solicitation, acceptance by the Bidder of all the clauses of this Software License is a mandatory requirement of the bid solicitation. No modification or other terms and conditions included in a bid will apply to any resulting contract even if the bid is incorporated into that contract. Any bid that contains statements implying that the bid is conditional on modification of these clauses, or containing terms and conditions that purport to supersede these clauses, will be considered non-responsive. Bidders with concerns about these clauses should raise their concerns in accordance with the Enquiries provision of this bid solicitation. If additional legal issues are raised by a Bid, Canada may address those issues in any resultant contract; if the resulting modifications are unacceptable to the Bidder, the Bidder may withdraw its bid.]

**1.0 Licensed Software**

[Note to Bidder: Prior to awarding a contract the Contracting Authority will list in the clause below the complete description(s)/name(s) of the Licensed Programs from the successful proposal.]

1.1 For clarity, but without restricting any other term or condition of this Contract, the Licensed Software includes the following Licensed Programs;

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

and, which includes any other software, including firmware, not specifically listed above but which is necessary for the proper functioning of the Licensed Programs on the applicable computer system(s).

**2.0 Supplemental General Conditions for Licensed Software**

2.1 The Licensed Software is licensed in accordance with Supplemental General Conditions 4003, (2010-08-16) Licensed Software, as amplified and/or modified by the terms and conditions of this Contract.

**3.0 License Grant**

3.1 The licensee of the Licensed Software provided under this Contract is Canada.

3.2 The Client is the Department of National Defence, Defence R& D Canada – Ottawa (DRDC - Ottawa).

3.3 "User" is a term used in this license as defined in the Supplemental General Conditions, 4003, (2010-08-16).

3.4 The Contractor grants to Canada, a single, non-exclusive, irrevocable, perpetual Entity License, for the Client to use and reproduce the Licensed Software in accordance with this Contract.

3.5 The license cannot be restricted or revised in any way by the Contractor providing any form of notice to the contrary.

**4.0 Terms of Use**

4.1 This license is an Entity License, as specified in Supplemental General Conditions, 4003, (2010-08-16) and includes the right for Canada to install, copy, deploy, test, and use the Licensed Software, which includes

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the rights:

- a) for an unlimited number of Users and Client Library Patrons to use the Licensed Software;
- b) to install and use the Licensed Software in the designated sites detailed in Annex A;
- c) to use the Licensed Software to create or process an unlimited number of documents, transactions and data;
- d) to install and use the Licensed Software on all computer systems owned, leased, or operated by the Client at the date of the Contract and any new computer systems acquired, leased or operated by the Client after the date of the Contract;
- e) to install and use the Licensed Software in home work environments; provided, however, that the Licensed Software used in home work environments is only used for the Client's business purposes;
- f) use the Licensed Software on as many server(s) or processor(s) as the Client chooses from time to time, including off-site workplaces or work environments "in the field";
- g) use the Licensed Software in conjunction with any number of computing Devices; a "Device" is any hardware or computer of any kind upon which software can be installed, deployed or used;
- h) continue to use the Licensed Software notwithstanding any changes made to the Client's operating environment from time to time; changes to the Client's operating environment may include, but are not limited to, changes to the Client's operating system(s), applications, hardware, peripherals and devices; provided, however, that the Contractor is not required to deliver a new or different version of the Licensed Software to enable the Client to continue to use the Licensed Software in a different environment than the one(s) described in the Statement of Work (unless obliged to do so as part of the warranty or maintenance of the Licensed Software);
- i) access the Licensed Software by way of a network, the Internet, an intranet, an extranet, a virtual private network (VPN), an inter-network, or such other means as may become possible from time to time so that Users and Patrons have "universal access rights" (i.e., a right to access the Licensed Software 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 such other means as may become available from time to time;
- j) use the Licensed Software regardless of the operating systems, software applications and Application Programming Interface(s) (APIs) the Client may be using from time to time; provided, however, that Canada acknowledges that the Contractor is not granting any license rights to software other than the Licensed Software;
- k) obtain the Licensed Software from the Contractor on Canada's choice(s) of the media on which the Contractor makes the Licensed Software available to customers (including CD-ROM, internet download, diskette, and such other media upon which the Contractor may distribute the Licensed Software from time to time);
- l) create an unlimited number of copies of the Licensed Programs for backup or archival purposes;
- m) create an unlimited number of copies of the Licensed Documentation for Canada's use;
- n) use English and French versions of the Licensed Software (if available, these shall be the "Canadian English" and "Canadian French" versions);
- o) use the Database Management System (DBMS) software included in the Licensed Software as part of the LIMS solution only;

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all without affecting the pricing contained in this Contract and without requiring Canada to obtain additional licenses or accept amended license terms for the Licensed Software.

- 4.2 This Contract contains the entire agreement between Canada and the Contractor in respect of Canada's right to use the Licensed Software.

## **5.0 Canada's Data**

- 5.1 All data created or owned by Canada shall remain the property of Canada, regardless of whether such data is created using the Licensed Software, is processed using the Licensed Software or is stored using the Licensed Software. Should Canada wish, in future, to transfer its data to another system, the Contractor shall provide the extracted data in industry-standard formats at no charge to Canada.

## **6.0 Reorganization of Client**

- 6.1 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 the Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, and its dissolution, where that dissolution is followed by the creation of another entity or entities with similar mandates to the original Client.

## **7.0 Warranty**

- 7.1 Notwithstanding article 15 - Warranty of 4003, the Contractor's warranty will commence upon the Final System Acceptance of the Licensed Software and will conclude one (1) year later.

## **8.0 Termination for Convenience of Software Maintenance and Support**

- 8.1 Notwithstanding the Termination for Convenience provisions contained at Section 31 of 2030 – General Conditions – Higher Complexity – Goods, the parties agree that in the event of termination for the convenience of Canada of the services for which an advance payment has been made, charges up to the date of termination will be calculated on a prorata basis of a twelve (12) month year and a thirty (30) day month. The Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent per annum.

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**PART 7**

**ANNEX E**

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**

**This Annex shall be forwarded electronically under separate cover, upon written request by the Bidder.**

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**PART 7****ANNEX F****TASK AUTHORIZATION FORM**

1.0 TASK AUTHORIZATION			
Contractor:		Contract No.:	
Financial Code:		GST Financial Code:	
Task Authorization No.:		Date:	
2.0 SCOPE OF THE TASK AUTHORIZATION AND DELIVERABLE (as per Contract)			
3.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED			
4.0 PERIOD OF SERVICES			
From: _____		To: _____	
5.0 WORK LOCATIONS			
6.0 COST			
Deliverables	Per Diem Rate	No. of Days to Perform the Task/Work	Total
		ESTIMATED TOTAL PRICE	
		GST/HST	
		TOTAL	
Travel and Living Expenses: Travel and living are a direct charge on a cost reimbursable basis. All expenses shall be incurred in accordance with the then-current Treasury Board guidelines. Invoices for Travel and Living costs of the Contractor's employees are to be supported by documentation (receipts) and will be reimbursed in accordance with the Treasury Board Policy and Guidelines on Travel in effect at the time of travel at actual cost with on allowance for mark-up. Charges for air travel shall not exceed that for economy class.		ESTIMATED PRICE	
		GST/HST	
		TOTAL	
		GRAND TOTAL	
7.0 TASK RECOMMENDED BY			
Client Project Manager:			

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Responsibility Centre: \_\_\_\_\_

**8.0 AUTHORIZED SIGNING AUTHORITY**

PWGSC Contracting Authority: _____	Signature: _____	Date: _____
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**10.0 CONTRACTOR SIGNING AUTHORITY**

- The Contractor does not accept the Task Authorization:
- The Contractor hereby accepts the Task Authorization:

Name and Title of Contractor Authorized Personnel to sign on behalf of the Contractor:	Date:
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**PART 3****ATTACHMENT 3.1****BID SUBMISSION FORM**

<b>BID SUBMISSION FORM</b>	
Bidder's full legal name ([Note to Bidder: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN): [see the Standard Instructions and Conditions 2003] [Note to Bidder: 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.]	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants  See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	<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 5 entitled "Former Public Servant Certification".</p> <p>Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?</p> <p>Yes _____ No _____</p> <p>If Yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification".</p>

<p><b>Federal Contractors Program for Employment Equity (FCP EE) Certification:</b></p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their proposal; if this information is not provided in the proposal, it must be provided upon request by the PWGSC Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder [<i>check the box that applies</i>]:</p> <p>( ) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p> <p>( ) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p> <p>( ) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$1 Million or more), in which case a duly signed certificate of commitment is attached; OR</p> <p>( ) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>
<p>Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions in Canada that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>	
<p><b>Security Clearance Level of Bidder</b> [Include both the level and the date it was granted.] <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 that:</p> <p>a) The Bidder considers itself and its products are able to meet all the mandatory requirements described in the bid solicitation;</p> <p>b) This bid is valid for the period requested in the bid solicitation;</p> <p>c) All the information provided in the bid is complete, true and accurate; and</p> <p>d) If the Bidder is issued a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</p>	
<p><b>Signature of Authorized Representative of Bidder</b></p>	



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## **PART 4**

### **ATTACHMENT 4.1**

#### **STATEMENT OF REQUIREMENTS BIDDER RESPONSE FORM**

**The Mandatory and Rated Technical Requirements have been listed in their entirety in Part 4, Attachment 4.1, Statement of Requirements, Bidder Response Form. These Mandatory and Rated Technical Requirements have been listed in machine readable format with space for the Bidder Response. This Attachment 4.1, Mandatory and Rated Requirements, Bidder Response Form, shall be forwarded electronically under separate cover, upon written request by the Bidder, and the Bidder shall use this as a response form to be included in their written proposal.**

**PART 4****ATTACHMENT 4.2****LIMS REFERENCE CHECK  
(VALIDATION OF MANDATORY AND RATED REQUIREMENTS)**

The References, provided by the Bidder in response to this RFP, will be asked the following questions:

1. What ILS products have you purchased and installed. Specify modules and version. When did you install? Were you personally involved with the implementation? What ILS did you migrate from? [For information only]
2. Have you purchased any modules that you do not currently have installed? Why?
3. Web OPAC and searching:  
  
What is your level of satisfaction with the Web OPAC based on reaction from your staff and clients; e.g. ease of use, screen display, functionality.  
Did you need to buy an "extended Portal" product to achieve required functionality?
4. Staff functions including Cataloguing, Circulation, Acquisitions, Serials Management  
How satisfied is staff with the product for their daily work
5. Bilingual requirements -- Do you have requirements for bilingual use (English/French), for public access and for staff functions? If so – how well does it work?  
Is it available "off the shelf" fully translated, or is translation/customization required?  
Are releases for both English and French versions of the software and documentation issued at the same time, or are there delays?  
How does the vendor deal with any problems related to the bilingualism of the product?
6. System/Data Migration -- How well did this go? Comment on:  
Overall efficiency and satisfaction with project management  
Did the vendor meet the agreed timetable?  
Were there any major problems? How well were they dealt with by the vendor?  
Were there any difficulties in data migration? How were these resolved?
7. For libraries that use the same software(s) as DRDC:  
Was the vendor experienced with this data, and how well did the data migration go?  
Were there any unforeseen issues or costs in dealing with data and extracting?
8. Training – was the training sufficient and satisfactory?
9. Technical Support – has technical support been satisfactory, both during installation and ongoing?
10. System performance and security – Are you running the system in-house or outsourced? How well is this working? Has the system been reliable and consistently available, i.e. 98% +  
  
If in-house, was the system adequately configured for your requirements, including room for growth?
11. Customization -- How much effort and technical expertise is required on the part of the Library to customize and bring forward customization into new versions? Was this process adequately explained by the vendor, and adequate training given?
12. Reports – how flexible is the reports tool, and how much effort and technical expertise is required to use it?

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13. Development strategy and future direction – In your experience, has the vendor been active and progressive in researching and developing new products, adapting to new technologies and standards to keep their products up to date in the changing library and technology markets?
  14. How accurate were the vendor's projected costs at the RFP stage vs. the actual costs? Were there any unanticipated additional costs? Was it a problem? Is there anything you would suggest that we should make sure we deal with at the contract stage? [For information purposes only]
  15. What is your overall level of satisfaction with the system?

**PART 4****ATTACHMENT 4.3****ON-SITE DEMONSTRATION / CLARIFICATION MEETING**

This Appendix lists a sample of the areas that will be addressed during any On-Site Demonstration / Clarification Meeting. Bidders will be sent the final script that they will be asked to follow, no fewer than five (5) working days prior to the on-site demonstration.

Bidders will be asked to demonstrate an overview of the functions in each section, addressing the following specifics:

[**Note:** Where feasible, Bidders will be asked to demonstrate the proposed system's support for the requirements listed below. Where demonstration is not possible the evaluation team will discuss the requirements with the bidders.]

- 1.0 Mandatory**
- 2.0 English and French language**
- 2.1 Web OPAC / Library Portal**
- 2.2 Cataloguing and Authority Control**
- 2.3 Circulation**
- 2.4 Acquisitions with Fund Accounting**
- 2.5 Serials Control**
- 2.6 Reports and Statistics**
- 2.7 Link Resolver (Open URL)**
- 2.8 Activities to manage from the library staff interface**
- 3.0 Functionality available to Clients**
- 3.1 Systems Management by DND-DRDC Staff**  
Discussion/Clarifications
- 3.2 Support and Maintenance**  
Discussion/Clarifications
- 3.3 Implementation, Configuration, Conversation and Data Migration and Acceptance Testing**  
Discussion/Clarifications

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**PART 5**

**ATTACHMENT 5.1**

**SOFTWARE PUBLISHER (SP) CERTIFICATION FORM**

**(To be used where the Bidder itself is the Software Publisher)**

The Bidder certifies that they are the software publisher of all the following software products and components 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:

List of all Software Products

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[Bidders should add or remove lines as needed]

\_\_\_\_\_  
Print Name and Title of the authorized signatory of Software Publisher

\_\_\_\_\_  
Date

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**PART 5**

**ATTACHMENT 5.2**

**SOFTWARE PUBLISHER (SP) AUTHORIZATION FORM**

**(To be used where the Bidder is not the Software Publisher)**

This confirms that the software publisher (OEM) identified below has authorized the Bidder named below to license its proprietary software products under any contract resulting from the bid solicitation identified below.

This authorization applies to the following software products:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[Bidders should add or remove lines as needed]

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

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

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

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

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

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

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

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

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

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