Public Works and Government Services Canada | Travaux publics et Services gouvernementaux Canada

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

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.

Title - Sujet
LAC - Digital Asset Management

Solicitation No. - N° de l'invitation	**Date**
5Z011-170118/A	2017-08-10

Client Reference No. - N° de référence du client
5Z011-170118

GETS Reference No. - N° de référence de SEAG
PW-$$XL-107-31720

File No. - N° de dossier	**CCC No./N° CCC - FMS No./N° VME**
107xl.5Z011-170118	

Solicitation Closes - L'invitation prend fin
at - à 02:00 PM
on - le 2017-09-21

Time Zone
Fuseau horaire
Eastern Daylight Saving Time EDT

F.O.B. - F.A.B.
Plant-Usine: ☐ **Destination:** ☑ **Other-Autre:** ☐

Address Enquiries to: - Adresser toutes questions à:	**Buyer Id - Id de l'acheteur**
Conn-Harbinson, Margo	107xl

Telephone No. - N° de téléphone	**FAX No. - N° de FAX**
(873) 469-4663 ( )	(819) 953-3703

Destination - of Goods, Services, and Construction:
Destination - des biens, services et construction:
LIBRARY AND ARCHIVES CANADA
PLACE DE LA CITE 9TH FL.
550 DE LA CITE BLVD
GATINEAU
Quebec
K1A0N4
Canada

Instructions: See Herein

Instructions: Voir aux présentes

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

Delivery Required - Livraison exigée	**Delivery Offered - Livraison proposée**
See Herein	

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

Telephone No. - N° de téléphone
Facsimile No. - N° de télécopieur

Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature **Date**

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

Canada

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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 6.

Forms: Any forms referenced in Parts 1 through 6.

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 This bid solicitation is being issued to satisfy the requirement of Library and Archives Canada (the **"Client"**) for the provision of a fully hosted Digital Asset Management System, including an annual Software-as-a-Service (SaaS) subscription license to use the Licensed Software in accordance with the terms of the Contract, and for Software Maintenance and Support Services thereon, and for all Hosting Services related to the Digital Curation Platform component identified in Annex A – Statement of Requirements.

2.2 The required solution includes the provision of Subscription Services and associated infrastructure to host the solution, as detailed in Annex A – Statement of Requirements. The solution includes, but is not limited to, the provision and assistance with installation of software, support, consultation, implementation, training and documentation, customization, testing, on-going Hosting Services and Software Maintenance and Support Services.

2.3 All components of the Solution must be available to the Users 24 hours a day, 7 days a week, 365 days a year (as described in the Contract and outside the periods of Scheduled Maintenance), and operate at all times in accordance with the SOR in LAC's operational environment described in the bid solicitation. The solution must be available in the end user's choice of English and French (bilingual), Canada's two official languages.

2.4 The Bidder's proposed solution must be compatible with departmental policies and the technical environment of the Library and Archives Canada (LAC) (see Part 7, Annex A).

2.5 It is the intent of the Client that the Initial Contract Period will be for Subscription Services for a period of five (5) years plus ten (10) one year optional periods (Option Years 1 to 10).

2.6 There is 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 refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (PWGSC) (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) Website.

2.7 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 Canadian Free Trade Agreement (CFTA).

3. DEBRIEFINGS

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

PART 2 - BIDDER INSTRUCTIONS

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 (2017-04-27) 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 3 of Section 01, Integrity Provisions - Bid of Standard Instructions

The 2003 (2017-04-27) incorporated by reference above is deleted in its entirety and replaced with the following:

List of Names

(i) Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).

(ii) These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.

1.5 Subsection 5(4) of the 2003 (2017-04-27) Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows:

Delete: sixty (60) days

Insert: one hundred and eighty (180) days

2. 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.

2.2 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 will not be accepted.

3. ENQUIRIES - BID SOLICITATION

3.1 All enquires and other communications with government officials relating to this Bid Solicitation 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 Bid.

3.2 All enquiries (questions) regarding this Bid Solicitation 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 ten (10) calendar days prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after that time may not be answered.

Public Works and Government Services Canada
Enterprise Management Software Procurement Division, XL
Science and Software 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: 873-469-4663
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.

4. APPLICABLE LAWS

4.1 Any resulting contract will be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

Note to Bidders: Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. **Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.**

5. IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

5.1 Should any Bidder consider that the Statement of Requirements or specifications contained in this Bid Solicitation 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. The process described in the article entitled “Enquires – Bid Solicitation” applies to these suggestions. 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. VOLUMETRIC DATA

6.1 The Client's Volumetric Data is described in the SOR attached as Annex A. The data included in the bid solicitation has been provided to Bidders in order to compare bids during the bid financial evaluation or to assist in the preparation of their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the Solution will be consistent with this data. It is provided purely for information purposes.

PART 3 - BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

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

1.2 Bidders are requested to provide:

a) Four (4) complete and identical print copies of their Management/ Technical Bid, and

b) Two (2) complete and identical print copies of their Financial Bid.

1.3 Bidders are requested to also provide:

a) Two (2) electronic copies of the Management /Technical Volume Bid on separate USB Keys in any of the following formats: MSWord, RTF, PDF;

b) One (1) electronic copy of the Financial Volume Bid on an USB Key in any of the following formats: MSWord, RTF, PDF.

1.4 Bids should follow the response format/instructions as detailed below:

a) Use a numbering system corresponding to that of the Bid Solicitation. All references to descriptive material, technical manuals and brochures are to be included in the Bidder's Bid.

b) Each binder should have the Bid Solicitation number, the Bidder's identity, volume(s) number, volume(s) title, and copy number printed on the cover. Tabbed inserts should separate Sections in each volume.

1.5 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.

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

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

1.7 **Submission of Only One Bid:**

i) The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.

ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity Is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:

a) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
b) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
c) the entities have now or in the two (2) years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
d) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

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

1.8 **Joint Venture Experience:**

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

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

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

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have three (3) years of experience providing maintenance service, and (b) that the bidder have two (2) years of experience integrating hardware with complex networks, then each of these two (2) requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for three (3) years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one (1) year of experience, totaling three (3) years. Such a response would be declared non-responsive.

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

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

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

That show in total one hundred (100) billable days.

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

2. CONTENT OF MANAGEMENT / TECHNICAL BID

2.1 The Management / Technical Bid 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 automation services, and approximate number of customers (in North America and worldwide) currently running production versions of the proposed product.

2.4 The Bidder's Management / Technical Bid must 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;

b) names and version numbers of all the proposed Subscription Software, listed as Item 01 in Table A and all the proposed software for the optional items listed in Table B and C, in attached 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 Bid. Where it is necessary to refer to other documentation, the documentation must be included in the Bid. 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 Certificate Form
Part 5, Certifications	-	Attachment 5.2	Software Publisher Authorization Form
Part 5, Certifications	-	Attachment 5.3	Federal Contractors Program for Employment Equity - Certification

e) Copies of all applicable Annexes listed in Part 7, completed by the Bidder, as applicable as follows:

Part 7, Annex C - Delivery/Milestone Schedule

f) Draft Plans:

i) **Training Plan:** The Bidder must provide an outline of its proposed Draft Training Plan, which must demonstrate that the Bidder's proposed training meets all the mandatory requirements for training described in Part 7, Clause 32. The training plan must include, at a minimum:

a) a description of the course materials that will be provided to participants, and the duration of the training.

ii) **Implementation Plan:** The Bidder must include a proposed Draft Implementation Plan, which demonstrates that the Bidder's proposed Implementation Plan meets all the mandatory requirements for implementation described in Part 7, Clause 37.

iii) **Acceptance Test Plan:** The Bidder must include a proposed Acceptance Test Plan, which demonstrates that the Bidder's proposed Acceptance Test Plan meets all the mandatory requirements for Acceptance Testing described in Part 7, Clause 38.

g) Any other information requested for in Part 7, Annex A - Statement of Requirements (including Appendices); and

h) Any other information, which the Bidder considers useful.

2.5 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.

2.6 **In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements.** Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic **has already been addressed.**

2.7 **Substantiation of Technical Compliance (Attached as Attachment 4.1 - Bidder Response Form):** The technical bid must substantiate the compliance of the Bidder and its proposed solution and/or products with the specific articles of Annex A - Statement of Requirements identified in the Bidder Response Form, which is the requested format for providing the substantiation. The Bidder Response Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation of the mandatory criteria is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Bidder Response Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

3. CONTENT OF FINANCIAL BID

3.1 Bidders must complete and include in their Financial Bid all prices as requested in the List of Deliverables and Services, Part 7, Annex B, for Tables A, B and C.

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), Harmonized Sales Tax (HST) or Quebec Sales Tax (QST) EXTRA as applicable.

No technical documentation is required with the financial bid.

3.3 **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

3.4 **Blank Prices:** Bidders are requested to insert "$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, $0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is $0.00 will be declared non-responsive.

3.5 **Exchange Rate Fluctuation:**

C3011T (2013-11-06), Exchange Rate Fluctuation, The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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 (2) working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:

a. verify any or all information provided by the Bidder in its bid; or

b. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

b) the Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.

c) If the Bidder requires additional time, the contracting authority may grant an extension in his or her sole discretion.

1.4 A bid 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.

1.5 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.

1.6 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.

1.7 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.

1.8 It is understood and accepted by the Bidders that all decisions on whether a bid meets (or to what degree it meets) the stated requirements are at the sole discretion of the Evaluation Team.

1.9 All items listed in the Bid Solicitation should be bid in order to have the bid considered for evaluation.

2. EVALUATION CRITERIA

2.1 Mandatory and Rated Requirements:

2.1.1 The Bid Solicitation contains Mandatory requirements with respect to the contract terms and conditions, pricing, bidder experience, project management and technical requirements. Mandatory requirements are identified with the word “Mandatory", “(M)”, “mandatory", or the words “shall”, or “must”. Bids must comply with each and every mandatory requirement. If a bid does not comply with a mandatory requirement, the bid will be considered non-responsive and will receive no further consideration.

2.1.2 The Bid Solicitation also contains some Mandatory administrative requirements dealing with the submission, format and content of bids. Mandatory administrative requirements are identified with the words “shall” or “must". If a bid does not comply with a mandatory administrative requirement, the bid will be considered non-responsive and will receive no further consideration.

2.1.3 The Bid Solicitation also contains Rated requirements with respect to bidder experience, project management and technical requirements. Rated requirements are identified with the word Rated, or “R”, rated or (R). Bids 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 bids. In addition there are also Mandatory pass marks for some Rated requirements or groups of Rated requirements. Bids, 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 bid.

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, in addition to the specific evaluation criteria stated for each requirement, 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 bid 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 bid and other information demonstrates that the Bidder understood the requirement and proposed accordingly;

iv) capacity - whether the bid 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 bid 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

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

Stage 1 Mandatory Requirements	Written bids will first be examined with respect to the Mandatory requirements. Bids must meet all Mandatory requirements in order to receive further consideration.
Stage 2 Rated Requirements and DAMS Reference Check	Bids 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. Bidder's written responses will be validated (confirmed or clarified) by the Evaluation Team through the DAMS Reference Check as detailed in Part 4, Attachment 4.2, DAMS Reference Checks. Those Bidders meeting the minimum overall passing score of 60% will proceed to the next stage in the evaluation process.
Stage 3 On-Site Demonstration	**On-Site Demonstration** Canada may request that the Bidders (identified after the technical evaluation – Stage 2) 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 On-Site Demonstration 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 On-Site Demonstration. 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 On-Site Demonstration 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 On-Site Demonstration, reduce the score of the Bidder on any rated requirement, if the On-Site Demonstration indicates that the score provided to the Bidder on the basis of its written bid is not validated by the On-Site Demonstration. The Bidder's score will not be increased as a result of the On-Site Demonstration. Bidder(s) will be expected to make available representatives with expertise in demonstrating the full range of system functionalities and discussing technical requirements. The On-Site Demonstration will address selected requirements from the Statement of Requirements for validation during the On-Site Demonstration. A script describing the requirements to be demonstrated/discussed will be provided in advance of the meeting. Based upon the results of the On-Site Demonstration, the Bidder's technical score may be reduced and the Bidder's Total Technical Evaluation Score will be re-calculated.
Stage 4 Financial Evaluation	Financial bids will then be assessed. The Total Evaluation Price will be the total cost for all prices in the Bidder's financial bid 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.

<table>
<tr><td>Stage 5 Calculation of Total Evaluation Score</td><td>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.

The bid with the lowest Total Evaluation Price is given full price points, while other bids receive a pro-rated score based on the ratio of the lowest cost bid to their total cost.

Based on a 70/30 ratio of the technical score and price, respectively, the lowest priced technically responsive bid is allocated the maximum score of 30 and other price bids are pro-rated against the total possible technical score. The Bidder/Bid with the highest total score, when adding the technical points and the price points, will be invited to participate in Stage 6.

Example:

Highest Combined rating technical merit (70%) and price (30%).
Total possible technical points 1000 (could be any number, e.g. 616/700 = 880/1000 = 88%); total possible financial points 30.

<table>
<tr><td>Bidder</td><td>Bidder 1</td><td>Bidder 2</td><td>Bidder 3</td></tr>
<tr><td>Technical Points</td><td>900</td><td>880</td><td>800</td></tr>
<tr><td>Total Evaluation Price</td><td>$200,000</td><td>$180,000</td><td>$150,000</td></tr>
</table>

<table>
<tr><td>Calculation</td><td>Technical Points</td><td>Price Points</td><td>Total Points</td></tr>
<tr><td>Bidder 1</td><td>900/1000 x 70 = 63</td><td>150,000/200,000 x 30 = 22.5</td><td>85.5</td></tr>
<tr><td>Bidder 2</td><td>880/1000 x 70 = 61.6</td><td>150,000/180,000 x 30 = 25</td><td>86.6</td></tr>
<tr><td>Bidder 3</td><td>800/1000 x 70 = 56</td><td>150,000/150,000 x 30 = 30</td><td>86</td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
</table>

Bidder 2 is the selected Bidder with highest number of points.
Note: These numbers are used for illustrative purposes only.</td></tr>
<tr><td>Stage 6</td><td>Contract will be awarded.</td></tr>
</table>

4. BASIS OF SELECTION

4.1 The responsive bid with the highest Total Evaluation Score (to one decimal place) 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.

4.3 Only one contract will be awarded for this requirement, however, Canada has no obligation to accept the lowest or any bid.

4.4 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.

4.5 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 should 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. CERTIFICATIONS REQUIRED WITH THE BID

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

2.1 **Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

3. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

3.1 **Integrity Provisions – Required Documentation**

In accordance with the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

3.2 **Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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.

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.

The Bidder must provide the Contracting Authority with the completed Attachment 5.3 – Federal Contractors Program for Employment Equity – Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

4. 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).

4.1 Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

4.2 **Definitions**

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

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

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

4.3 **Former Public Servant in Receipt of a Pension**

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

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

a) name of former public servant;

b) date of termination of employment or retirement from the Public Service.

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

4.4 **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is $5,000, including Applicable Taxes.

5. BIDDER CERTIFIES THAT SOFTWARE IS OFF-THE-SHELF OR COMMERCIALLY AVAILABLE

5.1 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.

6. SOFTWARE PUBLISHER CERTIFICATION AND SOFTWARE PUBLISHER AUTHORIZATION

6.1 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.

6.2 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.

6.3 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.

7. INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

7.1 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 (2017-04-27). 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 **Before award of a contract**, the following conditions must be met:

a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses.

b) 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.

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) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses.

e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated:

Street Number / Street / Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

The Company Security Officers (CSO) of both the Bidder and Service Provider(s) (Data Centre) must ensure through the Industrial Security Program (ISP) that the Bidder and proposed individuals of both the Bidder and Service Provider(s) hold a valid security clearance at the required level, as indicated in 1 – Security Requirements above.

f) 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.

1.2 In the case of a foreign bidder, before award of a contract, Part 7, Article 13.2 - 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 Bidders are reminded to obtain the required security clearance promptly. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.4 For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

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

2. FINANCIAL CAPABILITY

2.1 SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the

Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."

In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

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 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 resulting contract. If the resulting modifications are unacceptable to the Bidder, the Bidder may withdraw its bid.
Prior to contract award, the following articles will be edited by the Contracting Authority to reflect the selected bid.

1.0 REQUIREMENT

1.1 Initial Requirement:

1.1.1 The purpose of this Contract is for the provision of a Digital Asset Management System (DAMS), including an annual Software as a Service (SaaS) subscription license to use the Licensed Software in accordance with the terms of the Contract, and for Software Maintenance and Support Services thereon, and for all Hosting Services related to the Digital Curation Platform component identified in Annex A – Statement of Requirement.

1.1.2 _____ (the “Contractor”) agrees to supply to Library and Archives Canada (LAC) the Digital Asset Management System (DAMS) described in the Contract, including the Statement of Requirements (SOR), in accordance with, and at the prices set out in the Contract. This includes:

a) granting to Canada a non-exclusive, Entity wide, Subscription License to use the Subscription Services, in English and French, in accordance with the terms of this Contract, including the Statement of Requirements;

b) providing all Hosting Services, in the operating environment, as detailed in the SOR;

c) providing the Digital Asset Management Solution Documentation described herein;

d) providing the Digital Asset Management Solution Training Documentation described herein;

e) providing Digital Asset Management Solution maintenance and support describe herein;

f) providing implementation services, including initial set-up, installation, indexing and testing of the solution, up to and including System Acceptance testing;

g) providing professional services, as and when requested by Canada, in accordance with the Task Authorization (TA) process described herein;

h) providing training services, as and when requested by Canada, in accordance with the TA process descripted herein;

i) providing any and all online training that is made available to other users at no additional charge;

j) providing access to all forums and Frequently Asked Questions (FAQ) resources; and

k) providing all the Contract Deliverables in accordance with the Contract.

1.2 Client: The initial Client is Library and Archives Canada (LAC).

1.3 Reorganization of Client: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring

of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

1.4 **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Refer to Section 5 of Annex A – Statement of Requirements, Definitions.

1.5 Optional Goods and Services:

1.5.1 The Contractor grants to Canada the irrevocable option to extend the period of the Contract for ten (10) additional one (1) year periods (Option Years 1 to 10). During any such extension, the Contractor shall grant to Canada a continuation of the license to use the Subscription Services and shall continue to provide Software Maintenance and Support Services and Hosting Services, in accordance with the terms and conditions and the prices set out in the Contract.

1.5.2 The Contractor grants to Canada the irrevocable option to acquire additional software products and functionality, Software Maintenance and Support Services thereon, and related Hosted Services, as listed in Annex B, List of Optional Deliverables and Services. Such options may be exercised at any time during the Contract Period, for which pricing is included Annex B, List of Optional Deliverables and Services. Canada may exercise these options by sending a written notice to the Contractor. Once an option is exercised, the software products comprising that option, shall be included as part of the Licensed Software.

1.5.3 The options may be exercised by the Contracting Authority at any time before the expiry of the Contract by sending a written notice to the Contractor and will be evidenced, for administrative purposes only through a contract amendment.

2.0 TASK AUTHORIZATION

2.1 **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

2.2 **Form and Content of Draft Task Authorization:**

(i) The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form" specified in Annex D.

(ii) The draft Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The draft TA will also include the applicable basis and method of payment as specified in the Contract.

(iii) A draft Task Authorization must also contain the following information, if applicable:

a. the task number;

b. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);

c. the details of any financial coding to be used;

d. the categories of resources and the number required;

e. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);

f. the start and completion dates;

g. milestone dates for deliverables and payments (if applicable);

h. the number of person-days of effort required;

i. whether the work requires on-site activities and the location;

j. the language profile of the resources required;

k. the level of security clearance required of resources;

l. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and

m. any other constraints that might affect the completion of the task.

2.3 **Contractor's Response to Draft Task Authorization:**

The Contractor must provide to the Technical Authority, within five (5) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

2.4 **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

To be validly issued, a TA must include the following signatures:

(i) for any TA with a value, inclusive of revisions, of less than or equal to $25,000 (including Applicable Taxes), the TA must be signed by:

a. the Technical Authority; and

b. a representative from _____;

(ii) for any TA with a value greater than this amount, a TA must include the following signatures:

a. the Technical Authority; and

b. a representative from _____, and

c. the Contracting Authority.

Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue

TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

2.5 **Periodic Usage Reports:**

(i) The Contractor must compile and maintain records on its provision of services to the federal government under the Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a biyearly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

(ii) The periods are defined as follows:

a. 1st period: April 1 to September 30;

b. 2nd period: October 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

(iii) Each report must contain the following information for each validly issued TA (as revised)

a. the Task Authorization number and the Task Authorization Revision number(s), if applicable;

b. a title or a brief description of each authorized task;

c. the name, Category of Personnel and level of each resource involved in performing the TA, as applicable;

d. the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;

e. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;

f. the start and completion date for each authorized task; and

g. the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

(iv) Each report must also contain the following cumulative information for all the validly issued TAs (as revised):

a. the amount, exclusive of Applicable Taxes, specified in the Contract (as last revised, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and

b. the total amount, exclusive of Applicable Taxes, expended to date against all validly issued tasks.

2.6 **Consolidation of TAs for Administration Purposes:**

The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

3.0 LICENSE GRANT

3.1 The Digital Asset Management Solution includes the licensed rights to access and use the DAMS and any other software or software code required for the DAMS offered by the Contractor in its bid to function in accordance with the DAMS Documentation and the Statement of Requirements during the period of the Contract. The DAMS also includes all services necessary for use of the DAMS as per Annex A – Statement of Requirements.

3.2 The Contractor agrees that the DAMS includes anything required to enable the Users to use all the features and functionality of the DAMS meeting the Statement of Requirements and providing the functionality as proposed by the Contractor in its bid response, including but not limited to providing any and all hosted software, hosted equipment, host agents, access licenses, drivers, application programming interfaces, adapters, connectors, plug-ins, development frameworks and hosted management consoles.

3.3 The Contractor grants to Canada the entity wide subscription license right to access and use the DAMS in accordance with the conditions of the Contract.

3.4 The license granted under the Contract is unaffected by changes in the environment described in the Statement of Requirements, such as changes to the operating system, types of Devices, or other software products used by the Users.

3.5 In addition to the obligations set out in the Statement of Requirements, the Contractor must provide the English and French language versions of the DAMS.

3.6 Additional Rights: The license includes the right for Canada to access and use the DAMS, which includes the rights:

(i) to generate an unlimited number of reports; and

(ii) to access and use the DAMS from any pre-defined set of locations, devices, and operating environments.

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

4.0 OWNERSHIP

4.1 Canada acknowledges that ownership of the DAMS belongs to the Contractor or its licensor and is not transferred to Canada. As a result, any reference in the Contract to any part of DAMS as a deliverable must be interpreted as a reference to the license to access and use the DAM, not to own the DAMS.

4.2 Canada acknowledges that, in performing any warranty, maintenance, support and professional services related to the DAMS (if required under the Contract), the Contractor and its employees, agents, and subcontractors may develop and share with Canada ideas, know-how, teaching techniques and other intellectual property. Unless otherwise provided in the Contract, ownership to that intellectual property will remain with the Contractor. As long as the Contractor at all times observes the confidentiality provisions of the Contract, the Contractor will be entitled to use that intellectual property for whatever purposes it sees fit, including in the services it provides to its other customers, on the condition that Canada also has the right to use that intellectual property for its own business purposes at no additional cost. The Contractor agrees that all data, know-how or other intellectual property created or owned by Canada will remain the property of Canada, regardless of whether that data is created, processed, or stored using the DAMS.

5.0 DISABLING CODES

5.1 If the DAMS contains any features, functions or characteristics ("Disabling Codes") that might cause the DAMS to be unusable by Canada without passwords, authorization codes or similar information, the Contractor must provide to Canada, in advance and on an ongoing basis, provided Canada is not in default

of its obligations regarding the use of the DAMS, all the information required by Canada to continue to access and use the DAMS.

5.2 If the existence or characteristics of any Disabling Code are not known to the Contractor, but the Contractor later becomes aware of them, the Contractor must correct or remove the Disabling Code from the DAMS or take whatever other steps are necessary to ensure that Canada is able to continue using the DAMS.

5.3 The Contractor agrees to diligently investigate the existence or characteristics of any Disabling Code in order to become aware of them as soon as practicable.

6.0 DIGITAL ASSET MANAGEMENT SOLUTION – TRANSFER

6.1 The license to access and use the DAMS under the Contract is transferable by Canada under the same conditions of the Contract, to any Canadian government department, corporation or agency, as defined in the Financial Administration Act, R.S.C. 1985, c. F-11, as amended from time to time, or to any other party for which the Department of Public Works and Government Services Canada has been authorized to act under section 16 of the Department of Public Works and Government Services Act, S.C. 1996, c. 16, as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring.

7.0 DIGITAL ASSET MANAGEMENT DOCUMENTATION

7.1 The Contractor must provide a User Guide and Administrator Guide for their System within three (3) months of Contract Award.

7.2 Copyright in the DAMS Documentation (including Training Documentation) will not be owned by or transferred to Canada. However, Canada has the right to use the DAMS Documentation and may, for its own internal purposes, copy it for use by individuals using or supporting the DAMS, as long as Canada includes any copyright and/or proprietary right notice that was part of the original document in any copy. Unless provided otherwise in the Contract, Canada must not otherwise reproduce the DAMS Documentation without first obtaining the written consent of the Contractor.

7.3 The Contractor guarantees that the DAMS Documentation contains enough detail to permit an Administrator to access, test and use all features of the DAMS.

7.4 The Contractor must deliver the DAMS Documentation (including Training documentation) in English. If the DAMS Documentation is available in both of the two official languages of Canada, the Contractor must deliver it in both French and English. If the DAMS Documentation is only available in English, it may be delivered in that language; however, Canada then has the right to translate it. Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Canada.

7.5 At no additional cost to Canada, the Contractor must update the DAMS Documentation throughout the Contract Period, and any extension thereof, to the most current release level consistent with the DAMS delivered under the Contract. The Contractor must provide these updates to Canada within ten (10) days of the update being available. These updates must include supporting documentation for all modifications to the DAMS, including new versions and new releases that Canada is entitled to receive under the Contract and must identify any problems resolved, enhancements made, or features added to the DAMS, together with access instructions.

8.0 TERM OF LICENSE

8.1 Canada's license to access and use the DAMS is an annual subscription license that is in effect during the Contract Period and any extension thereto.

8.2 The Contractor may terminate Canada's license with respect to the DAMS by giving the Contracting Authority written notice to that effect if Canada is in breach of its license with respect to the DAMS, or fails to pay for the license in accordance with the Contract, and if that breach continues for a period of thirty (30) days after the Contracting Authority receives written notice from the Contractor giving particulars of the breach.

8.3 As part of the annual SaaS subscription, the Contractor must provide any new functionality, bug fixes, as well as any file format registry updates that are part of future releases.

9.0 RIGHT TO LICENSE

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

9.2 The Parties agree that only the conditions that expressly form part of the Contract by being written out in full in the Articles of Agreement or listed in the Priority of Documents section in the Articles of Agreement form part of the Contract. Any conditions accompanying or enclosed with the DAMS if any, do not form part of the Contract and, therefore, are not part of Canada's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Canada or any Client or User be required to enter into any additional license agreement with respect to the DAMS or any portion of it. The Contractor acknowledges that any additional license agreement relating to the DAMS signed by anyone other than the Contracting Authority is void and of no effect.

9.3 Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained on the Contractor’s Internet site or conditions that may accompany the DAMS in any manner, regardless of any notification to the contrary.

10.0 CHANGES IN FUNCTIONALITY

10.0 During the term of the Contract, the Contractor must continue to deliver the DAMS as described in the Contract and Contractor’s bid. Where the Contractor has reduced or eliminated functionality in the DAMS, at Canada’s sole discretion, will:

(i) have, in addition to any other rights and remedies under this Contract or at law, the right to immediately terminate this Agreement and be entitled to a refund of any advanced payment;

10.2 If the Contractor removes any functions from the DAMS and offers those functions in any new or other services, the Contractor agrees to provide to Canada as part of Canada’s License, the part of those new or other services which contain the relevant functions, or the whole programs to the extent that the relevant functions cannot run separately, pursuant to the same terms and conditions of this Contract.

10.3 Where Contractor increases functionality in the commercially available DAMS, such functionality must be provided to Canada without any increase in the DAMS cost.

11.0 DIGITAL ASSET MANAGEMENT, MAINTENANCE AND SUPPORT SERVICES

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

11.1 **Digital Asset Management Solution Warranty:** The Contractor warrants and represents that the DAMS will meet or exceed all the Specifications set out in the Contract and the Statement of Requirements during the entire Contract Period.

11.2 **Digital Asset Management System Maintenance:**

(i) The Contractor must continue to maintain and upgrade the DAMS as a commercial DAMS (i.e. the Contractor or the software publisher must be continuing to develop new code in respect of the DAMS to maintain its functionality, enhance it, and deal with Errors) for the entire Contract Period. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the DAMS, the Contractor must provide written notice to Canada at least twelve (12) months in advance of the discontinuation and;

(ii) The Contractor must ensure that, as a minimum, the DAMS works with Microsoft supported Web Browser;

(iii) The Contractor must ensure that the DAMS works with all future commercially available versions of Microsoft Web Browser. This requirement is in effect as of Microsoft Internet Explorer 11.

11.3 **Digital Asset Management Support:**

Throughout the Contract Period, the Contractor must as part of the DAMS provide the following Support:

(i) **E-Mail Support:** The Contractor must provide the e-mail Support through the Contractor's e-mail address at _____, in English, from 7:30 A.M. to 4:30 P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the e-mail is sent). The Contractor must answer all e-mails (automatically generated e-mails will not be considered to meet this requirement) within 1 business day of the initial time of the Client's initial e-mail.

(ii) **Technical Hotline Support:** The Contractor must provide the Technical Hotline Support through the Contractor's toll-free hotline at [Contractor's Hotline Number], from 7:30 A.M. to 4:30 P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the call is made). The Contractor must answer or return all calls (with a live service agent) within 60 minutes of the initial time of the Client or User's initial call.

(iii) **Web Support:** The Contractor must provide Canada with technical web support services through a website. The Contractor's website must provide support in English. The Contractor's website must be available 98% of the time. The Contractor's website address is _____.

Note to Bidders: Above information will be completed by the Contracting Authority at Contract Award.

11.4 **Qualified Personnel:** The Contractor's personnel must be qualified and able to respond to the Client's questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems relating to the DAMS.

11.5 **Language of Support:** The Support must be provided in English. If available, the Support Services must be provided in both French and English, based on the choice of the Administrator requesting support.

11.6 **Error Correction Services:**

(a) Canada may report to the Contractor any failure of the DAMS to operate in accordance with the Specifications during the Contract Period. Canada may report failures either in writing or by telephone or other remote communication. Upon receipt of a report of a failure from Canada, unless provided otherwise in the Contract, the Contractor must use all reasonable efforts to provide Canada within the time frames established in subsections 2 and 3, with a correction of the which caused the failure. Any such software correction must cause the Licensed Programs to meet the Software Documentation or, if applicable, the Specifications during the Contract Period. The Contractor must use all reasonable efforts to provide permanent corrections for all Errors and the Contractor warrants that the DAMS will meet the functional and performance criteria set out in the Specifications. All Software Error corrections will become part of the DAMS and will be subject to the conditions of Canada's license with respect to the DAMS.

(b) Unless provided otherwise in the Contract, the Contractor must respond to a report of an Error in accordance with the severity of the Error, as detailed in subsection 3. The severity will be reasonably determined by Canada, and communicated to the Contractor, based on the following definitions:

i) **Severity 1:** indicates total inability to use the Licensed Software Subscription Services resulting in a critical impact on user objectives;

ii) **Severity 2:** indicates ability to use a Licensed Software Subscription Services Program but user operation is severely restricted;

iii) **Severity 3:** indicates ability to use a Licensed Software Subscription Services Program with limited functions which are not critical to overall user operations;

iv) **Severity 4:** indicates that the problem has been by-passed or temporarily corrected and is not affecting user operations.

(c) Unless provided otherwise in the Contract, the Contractor must use reasonable efforts to correct Software Errors as follows:

i) **Severity 1:** within 4 hours of notification by Canada;

ii) **Severity 2:** within 24 hours of notification by Canada;

iii) **Severity 3:** within 72 hours of notification by Canada;

iv) **Severity 4:** within 14 days of notification by Canada.

(d) If Canada reports a Software Error to the Contractor, Canada must give the Contractor reasonable access to the computer system on which the Licensed Program resides, and must provide such information as the Contractor may reasonably request, including sample output and other diagnostic information, in order to permit the Contractor to expeditiously correct the Software Error.

12.0 STANDARD CLAUSES AND CONDITIONS

12.1 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-manual

12.2 General Conditions:

2030 (2016-04-04), General Conditions – Higher Complexity – Goods, apply to and form part of the Contract.

12.3 Supplemental General Conditions:

The following Supplemental General Conditions;

4008 (2008-12-12), Personal Information.

apply to and form part of the Contract.

13.0 SECURITY REQUIREMENTS

13.1 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 do not require a security clearance but will be required to be escorted at all times.

13.2 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER (SRCL)

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid *Designated Organization Screening* (DOS) with approved *Document Safeguarding Capability* (DSC) at the level of **PROTECTED B** issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).

2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**, including an *IT Link* at the level of **PROTECTED B**.

4. Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of CISD/PWGSC.

5. The Contractor/Offeror must comply with the provisions of the:

a) *Security Requirements Check List* and Security Guide (if applicable), attached at Annex E;

b) *Industrial Security Manual* (Latest Edition).

14.0 DATA SECURITY AND PRIVACY

14.1 Data Privacy and Information Security

Without limiting the Contractor's obligation of confidentiality as further described herein, the Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

i) Ensure the security and confidentiality of Canada's Data;

ii) Protect against any anticipated threats or hazards to the security or integrity of Canada's Data;

iii) Protect against unauthorized disclosure, access to, or use of Canada's Data;

iv) Ensure the proper disposal of Canada's Data; and,

v) Ensure that all employees, agents, and subcontractors of the Contractor, if any, comply with all of the foregoing.

14.2 **Ongoing data protection obligation:** The Contractor's obligations to protect Canada's data will continue even after the completion or termination of the Contract until all of Canada's Data is disposed of in accordance with Government of Canada disposal standards.

14.3 **Location of Canada's Data:** The Contractor must indicate where (physically and geographically) Personal Information data, soft copy or hard copy is being stored.

14.4 **Personnel with access to Canada's Data:** Within ninety (90) calendar days of the award of the Contract and within thirty (30) calendar days of each anniversary date of the Contract, the Contractor must provide a list of every person to whom the Contractor has granted access to Canada's data.

14.5 **Quarterly Reporting Obligations:** Within fourteen (14) calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the Contractor must submit the following to the Technical Authority a description of any new measures taken by the Contractor to protect Canada's data (for example, new software or access controls being used by the Contractor).

14.6 **Copy of Canada's Data:** When requested by Canada, the Contractor will provide, within thirty (30) days of a written request from Canada, a complete copy (in an electronic format agreed to by the Contracting Authority and the Contractor) of all Canada's data stored electronically by the Contractor.

14.7 **Loss of Data**

In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Canada’s Data or the physical, technical, administrative, or organizational safeguards put in place by the Contractor that relate to the protection of the security, confidentiality, or integrity of Canada’s Data, the Contractor must, as applicable:

i) Notify Canada as soon as possible, but no later than twenty-four (24) hours of becoming aware of such occurrence;

ii) Cooperate with Canada in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Canada;

iii) Perform or take any other actions required to comply with applicable law as a result of the occurrence;

iv) Recreate the Data in the manner and on the schedule set by Canada without charge to Canada; and,

v) Provide to Canada a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

14.8 **Backup and Recovery of Canada’s Data**

As a part of the DAMS, the Contractor is responsible for maintaining a backup of Canada’s Data and for an orderly and timely recovery of such data in the event that the Hosted Service may be interrupted. The Contractor must maintain a backup of Canada’s Data that can be recovered within two (2) hours at any point in time. Additionally, Contractor must store a backup of Canada’s Data no less than daily, maintaining the security of Canada’s Data, the security requirements of which are further described herein.

14.9 **Disposing of Canada's Data and Return of Data to Canada**

i) The Contractor must not dispose of any of Canada's data, except as instructed by the Technical Authority. On request by the Technical Authority, or once the Work involving Canada's data is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return all of Canada's data (including all copies) to the Technical Authority.

ii) The Contractor must use a Canada-approved method for the secure disposal of Canada's data and assets, which contain or were used to store Canada's data.

iii) The Contractor must ensure that all media used to hold Canada's data must be physically destroyed and not reused for any other purposes, other than holding DAMS data. Media used for regular backups of DAMS data, must be isolated for use with DAM data only.

iv) The Contractor must provide written confirmation signed by the Contractor's Privacy Officer within five (5) working days, every time the Contractor disposes of Canada's data.

v) The Contractor must adhere to the retention and disposal schedule, as defined by Canada, which clearly defines the duration of time that Canada's data will be retained by the Contractor.

14.10 **Canada's Right to Access Data:** The Contractor must transfer, using a secure mechanism approved by Canada, all DAMS data in an available, machine-readable and usable form acceptable to Canada at no additional cost within thirty (30) calendar days of a request or such longer period as the parties may agree. The data will be considered received upon sign-off by the Technical Authority. The sign-off will certify that the data that has been received is available, machine-readable and usable by Canada.

14.11 **Use of Canada's Data:** The Contractor is provided a limited license, for the term of the Contract, to Canada's Data for the sole and exclusive purpose of providing the DAMS, including a license to collect, process, store, generate, and display Canada Data only to the extent necessary in the providing of the Services. The Contractor must:

i) Keep and maintain Canada's Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss;

ii) Use and disclose Canada's Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with the Contract and applicable law; and,

iii) Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Canada's Data for the Contractor's own purposes or for the benefit of anyone other than Canada without Canada's prior written consent.

14.12 **Legal Requirement to Disclose Personal Information:** Before disclosing any of Canada's data pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must immediately notify the Contracting Authority, in order to provide the Contracting Authority with an opportunity to participate in any relevant proceedings.

14.13 **Privacy Management Plan (PMP):** The Contractor must complete and provide a Privacy Management Plan (PMP) within three (3) months of contract award that describes how the Contractor intends to ensure that Government of Canada privacy requirements will be met throughout the operation of the service for the duration of the contract. The PMP must describe how the Government of Canada Principles of Privacy will be met throughout the duration of the contract. It must also describe how potential Privacy Risks will be identified and managed throughout the duration of the contract. The Privacy Principles that must be adhered are as follows:

- Accountability for Personal Information;
- Collection of Personal Information;
- Consent;
- Use of Personal Information;
- Disclosure and Disposition of Personal Information;
- Accuracy of Personal Information;
- Safeguarding Personal Information;
- Openness;
- Individual's Access to Personal Information; and
- Challenging Compliance.

14.14 **Privacy Breach Protocol:** The Contractor must deliver a Privacy Breach Protocol within three (3) months of Contract award that is approved by the Technical Authority as part of their incident

management processes for the handling of any privacy related incidents. The privacy breach must also be described in the PMP, which must include details on how any privacy breaches will be identified, reported and mitigated. The Contractor must notify the Technical Authority immediately of any security or privacy breaches; for example, any time an unauthorized individual accesses any personal information.

14.15 The Contractor and the infrastructure provider must maintain Information Security Management (ISO 27001: 2013) certification or later.

14.16 Prior to “Go-Live”, the Contractor must demonstrate how the system and their security management practices will ensure the safeguarding of Protected B information by applying the GC Cloud PBMM (Protected B/Medium Integrity/Medium Availability) profile identified in Government of Canada Security Control Profile for Cloud-based GC IT Services: https://www.tbs-sct.gc.ca/hgw-cgf/oversight-surveillance/itpm-itgp/it-ti/cloud-nuage/scp-pcs-eng.asp

This has been mapped to ITSG-33 Annex 4A - Profile 1 - (PROTECTED B / Medium Integrity / Medium Availability (https://www.cse-cst.gc.ca/en/node/265/html/25842)

The Contractor must submit the mapping of any applicable security certifications to the GC cloud PBMM profile and additional written substantiation as a deliverable to the Technical Authority for verification and approval. Additionally, the Contractor must conduct an internal audit of the service, when requested by Canada but not more than twice annually, to confirm ongoing compliance with the GC Cloud PBMM profile or any future Government of Canada security requirements and deliver the results to the Technical Authority.

15.0 TRANSITION SERVICES PRIOR TO END OF CONTRACT PERIOD

15.1 The Contractor agrees that, in the period leading up to the end of the Contract Period (during last Option Period) or at Canada's written request during the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier or to Canada and that there will be no charge for the services below other than those charges set out in the Basis of Payment. The Contractor is hereby granting Canada, the following irrevocable options:

i) As applicable, either at the end of Contract Period (end of the final exercised Option Period, or upon termination, at Canada's written request, the Contractor must transfer, using a secure mechanism approved by Canada, all DAMS data and metadata to Canada in an accessible, machine-readable and usable format acceptable to Canada at no additional cost to Canada within forty (40) calendar days of a request by Canada or such longer period as the parties may agree. The data and metadata will be considered received upon sign-off by the Technical Authority. The sign-off will certify that the data and metadata that has been received is accessible, machine-readable and usable by Canada.

ii) The Contractor agrees, after successful transfer of Canada’s data, to destroy all data that resides with Contractor and to provide a Certification of completion.

15.2 LAC must be able to extract a complete copy of all of the content including the metadata, structure, and security classification exported in a documented xml based format.

16.0 CONTRACT PERIOD

16.1 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 five (5) years later; and

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

16.2 **Option to Extend the Contract:**

16.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by ten (10) additional one (1) year periods (Option Years 1 to 10) 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.

16.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before 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.

17.0 DELIVERY

17.1 All of the deliverables must be received in accordance with the terms of the Contract.

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

18.0 AUTHORITIES

18.1 **Contracting Authority:**

The Contracting Authority for the Contract is:

Public Works and Government Services Canada
Enterprise Management Software Procurement Division (XL)
Science and Software 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: 873-469-4663
Facsimile: 819-953-3703
E-mail: margo.conn-harbinson@tpsgc-pwgsc.gc.ca

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

18.2 **Project Authority:**

The Project Authority for this Contract is:

Library and Archives
625 Blvd. du Carrefour, Room 5-P01
Gatineau, Québec
J8T 8L8

Attention:
Telephone:
Email:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. However, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

18.3 **Technical Authority:**

The Technical Authority for this Contract is:

Library and Archives
550 Blvd. De la Cité, Room 952
Gatineau, Québec
K1A 0N4

Attention:
Telephone:
Email:

The Technical Authority 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.

18.4 **Contractor's Representative**

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

Note to Bidders: Information will be completed by the Contracting Authority at Contract Award.

19.0 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

20.0 PAYMENT

20.1 Basis of Payment:

20.1.1 **Subscription Services and Hosting Services:** For the Subscription Services and Software Maintenance and Support thereon, and all Hosting Services, 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, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

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

20.1.2 **Implementation:** For all Work for the set-up and implementation of the DAMS, up to and including System Acceptance, the Contractor shall be paid, following successful System Acceptance, the firm price as detailed in Annex B, List of Deliverables and Services, Table A, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

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

20.1.3 **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 Table A, 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)/Quebec Sales Tax (QST) extra, if applicable.

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

20.1.4 **Options to extend the Contract:** For the provision of ten (10) additional one (1) year periods (Option Years 1 to 10) or the Subscription Services and Software Maintenance and Support thereon, and all Hosting 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)/Quebec Sales Tax (QST) extra, if applicable.

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

20.1.5 **Options for Additional Services:** For the additional optional Services, which includes additional Subscription Licenses and Software and Software Maintenance and Support thereon, and all Hosting Services, if Canada exercises any of its options during the Initial Contract Period or any extension thereof, the Contractor shall be paid, in advance at the beginning of each period, the firm annual 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)/Quebec Sales Tax (QST) extra, if applicable.

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

20.1.6 **Options for Additional Goods:** For the additional optional Goods, if Canada exercises any of its options during the Initial Contract Period or any extension thereof, the Contractor shall be paid, in advance at the beginning of each period, the firm annual 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)/Quebec Sales Tax (QST) extra, if applicable.

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

20.1.7 **Option for Additional Professional Services Provided under a Task Authorization with a Maximum Price:** For Professional Services requested by Canada, outside of services for implementation, in accordance with a validly issued Task Authorization, on an “as and when required” basis, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out 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)/Quebec Sales Tax (QST) extra, if applicable. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

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

20.1.8 **Optional Training under a Task Authorization with a Firm Price:** For training courses above and beyond training for Implementation, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm price per course set out in Table B, Annex B, upon completion of the course, FOB destination, Canadian Customs duties and Excise Taxes included, if applicable, Goods and Services Tax (GST)/Harmonized Sales Tax (HST)/Quebec Sales Tax (QST) extra, if applicable.

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

20.1.9 Any Contractor travel and living expenses associated with Items 20.1.1 – 20.1.8 are to be included in the above prices.

20.1.10 **Travel and Living Expenses: Travel and Living Expenses – National Joint Council Travel Directive:** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in

accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

20.1.11 **Goods and Services Tax (GST), Harmonized Sales Tax (HST) and Quebec Sales Tax (QST):**

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

20.1.11.2 The estimated GST, HST or QST is included in the total estimated cost. GST, HST or QST, 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, HST or QST 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, HST or QST paid or due.

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

20.2 Competitive Award:

20.2.1 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.

(i) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the General Conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

(ii) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

20.3 Limitation of Expenditure:

20.3.1 Canada's total liability to the Contractor under the Contract must not exceed the amount set out on Page 1 of the Contract. The amount set out on page one of the Contract has been calculated based on the following:

(A) $0.00 for the DAMS including but not limited to: the provision and assistance with installation of software, support, consultation, implementation, training and documentation, customization, testing, on-going Hosting Services and Software Maintenance and Support Services, all as detailed in the Contract; Taxes are extra, as applicable. This amount has been included for the administrative purposes of Canada and does not represent a commitment to purchase goods or services under this Contract in this amount.

Note to Bidders: Limitation of Expenditure will be completed by the Contracting Authority at Contract Award.

20.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design

changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a. when it is seventy-five (75) percent committed, or

b. four (4) months before the Contract expiry date, or

c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

20.4 Method of Payment – Single Payment:

20.4.1 SACC Manual H1000C (2008-05-12) Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a. An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. All such documents have been verified by Canada; and

c. The Work delivered has been accepted by Canada.

20.5 Method of Payment for Task Authorizations with a Maximum Price:

20.5.1 For each Task Authorization validly issued under the Contract that contains a maximum price:

(i) 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.

(ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all 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.

20.6 Method of Payment - Advance Payment for the DAMS Solution during the Initial and Optional Contract Periods:

20.6.1 Canada will make the advance payment to the Contractor for the license for Users to access and use the DAMS Solution within thirty (30) days after receiving a complete invoice (and any required substantiating documentation) or within thirty (30) days of any date specified in the Contract for making that advance payment, whichever is later.

20.6.2 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.

20.6.3 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.

20.7 Method of Payment – Implementation Services:

20.7.1 Canada will pay the Contractor within thirty (30) 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.

20.8 Discretionary Audit:

20.8.1 The following are subject to government audit before or after payment is made:

(i) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.

(ii) The accuracy of the Contractor's time recording system.

(iii) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).

(iv) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a price certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

a. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess. At the time of any audit, the parties will negotiate in good faith to determine which documentation supplied by the Contractor is to remain confidential.

b. Audited materials, regardless of format, disclosed to the Client or Canada by the Contractor must be kept confidential if marked confidential and agreed upon pursuant to the paragraph above.

20.9 Service Availability Levels and Credits:

(i) **Service Availability:** The DAMS must be available twenty-four (24) hours a day, seven (7) days a week with the exception of Scheduled Maintenance periods or any events or occurrences due to the products, services, and/or actions of 3rd parties beyond the Contractor’s reasonable control.

(ii) Scheduled Maintenance will only be performed after a minimum of fourteen (14) working day notice. The Contractor may perform maintenance on some or all of the DAMS in order to upgrade hardware or software that operates or supports the DAMS, implement security measures, or address any other issues it deems appropriate for the continued operations of the DAMS.

(iii) **Service Credits:** At Canada’s request, the Contractor will calculate the Client’s Service Availability

during a given calendar month. If the Contractor has failed to meet the Service Availability in a given calendar month, Canada will be entitled to a credit in the following:

Service Availability Interruption	Service Credit
Less than 2% of hours in a calendar month	No Credit
2% to 3.99% of hours in a calendar month	5%
4% to 5.99% of hours in a calendar month	10%
6% to 11.99% of hours in a calendar month	25%
12% of hours or more hours in a calendar month	50%

The credit amount that Canada is entitled to for any Service Availability Interruption in a given calendar month will be calculated as follows: the applicable Service Credit percentage for the Service Availability Interruption times the estimated monthly rate (prorated from the applicable annual rate paid by Canada at the time).

The length of a Service Availability Interruption will be measured from the time an interruption is reported by the Client until the Contractor has taken the necessary steps to restore the Service Availability.

(iv) **Corrective Measures:** If credits are payable under this Article for two (2) consecutive months or for three (3) months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five (5) working days to deliver the action plan to the Client and the Contracting Authority and twenty (20) working days to rectify the underlying problem.

(v) **Termination for Failure to Meet Availability:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three (3) months' written notice of its intent, if any of the following apply:

a. The total amount of credits for a given quarter (3 month-period) reach a level of 10% of the total billing for that quarter; or

b. The corrective measures required of the Contractor described above are not met.

This termination will be effective when the three-month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

(vi) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period, including during implementation.

(vii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.

(viii) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.

(ix) **Canada's Rights & Remedies Not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.

(x) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit

demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

21.0 INVOICING INSTRUCTIONS

21.1 All payment credits will be assessed against the month in which they were incurred and be applied against the Contractor's subsequent invoices.

21.2 The Contractor must submit invoices in accordance with the information required in the General Conditions, 2030 (2016-04-04). 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.

21.3 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; and
g) Goods and Services Tax, and/or Harmonized Sales Tax as applicable.

21.4 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

21.5 By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

21.6 The original invoice and one (1) copy shall be forwarded to:

Library and Archives
625 Boul. du Carrefour, Room 5-P01
Gatineau, Québec
J8T 8L8

Telephone:
Email:

And one (1) copy must be forwarded to:

Public Works and Government Services Canada
Enterprise Management Software Procurement Division (XL)
Science and Software 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: 873-469-4663
Facsimile: 819-953-3703
E-mail: margo.conn-harbinson@tpsgc-pwgsc.gc.ca

22.0 CERTIFICATIONS

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

23.0 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

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

24.0 APPLICABLE LAWS

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

25.0 PRIORITY OF DOCUMENTS

25.1 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 appears later on the list.

Note to Bidders: This clause will not be included in any resulting contract if the Contractor's bid is not subject to any tariffs.

a) These Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
b) General Conditions 2030 (2016-04-04), Higher Complexity – Goods;
c) Supplemental General Conditions:
4008 (2008-12-12), Personal Information;
d) Annex A, Statement of Requirements;
e) Annex B, List of Deliverables and Services;
f) Annex C, Delivery/Milestone Schedule;
g) Annex E, Security Requirements Check List;
h) Annex D, Task Authorization Form;
i) Annex “X”, Signed Federal Contractors Program for Employment Equity;
j) The signed Task Authorizations; and
k) The Contractor's bid dated _____ (insert date of bid) as clarified on _____"or" as amended on _____, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

26.0 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.

26.1 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.

27.0 FOREIGN NATIONALS (Foreign Contractor)

27.1 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.

28.0 INSURANCE REQUIREMENTS

28.1 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.

29.0 CONTROLLED GOODS PROGRAM

SACC Manual clause A9131C (2014-11-27)

1. As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program.

2. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

   Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

3. The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP

for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

30.0 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT TECHNOLOGY

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

30.2 **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) (i) 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.

30.3 **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.

31.0 JOINT VENTURE CONTRACTOR

(a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: (list all the joint venture members named in the Contractor's original bid).

(b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

(i) _____ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;

(ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and

(iii) all payments made by Canada to the representative member will act as a release by all the members.

(c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.

(d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

(e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

(f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

32.0 TRAINING

32.1 Scope of Training:

(i) The Contractor must provide Initial User and Administrator Training (on-site or online) in English, within three months of Contract Award.

(ii) The Contractor must provide training on the DAMS on an “as-and-when-requested” basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.

(iii) A Task Authorization Form (attached as Annex “D”) shall be prepared by the Technical Authority as per Article 18.3 when training services are required. Canada will pay any travel or living expenses associated with performing the Work as per Article 20.1.3

32.2 Types of Training

The Contractor must develop, customize and deliver the DAMS training for the following types of Users defined below:

(i) Administrator training: The Contractor must prepare training materials in support of the administrator functions. The Contractor will train designated GC administrator.

The training must include but is not limited to the following:

a. Configure and manage the system settings;

b. Manage system access for GC Core Users;

c. Create, manage and delete workflows; and

d. Perform system-wide reporting and monitoring.

(ii) **Training for Core Users:** The Contractor may also be asked to provide online or on-site Training to the users that must cover the operation and use of the DAMS. The training course and material must cover all the information necessary to permit Core Users to perform all tasks and responsibilities pertaining to their roles. The online training will be hosted by the Contractor and both types of training, online and on-site, will be accessible throughout the lifespan of the Contract.

32.3 Training Format:

(i) The training course and material must cover all the information necessary to permit Administrators and Core Users to perform all tasks and responsibilities pertaining to their roles. The Contractor must train designated Users in order to familiarize them with the product and its use. Once the User has completed the training, the user must be able to understand and use their training knowledge to perform their duties efficiently.

(ii) Any additional on-site training will be requested via the Task Authorization process.

(iii) Any on-site Instructor led training will be done at a LAC Location.

(iv) Before providing any on-site training, at least ten (10) working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.

(iv) **Training Documentation:** The Contractor must deliver the Training Documentation in English within three (3) months of Contract Award. If the Training Documentation is available in both of the two (2) official languages of Canada, the Contractor must deliver it in both French and English. If the

Training Documentation is only available in English, it may be delivered in that language; however, Canada then has the right to translate it. Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Canada.

32.4 **Online Training Materials**

(i) If available, any and all online training material that is made available to other commercial clients at no additional charge for the entire DAMS in English and, if available, in French.

(ii) The training material must remain current with the Production version of the DAMS and be updated prior to the deployment of the new functionality to the Production Environment.

(iii) The material and course must be hosted by the Contractor and the online training environment must mirror the production environment. However, the working data is entirely artificial.

(iv) In the case that the online training material is only in English, Canada reserves the right to translate it as per Article 40.

(v) The Online material must cover all aspects of the DAMS including all updates to the training manuals at no charge. These online training manuals must be:

a. Usable and available through-out the Contract term; and

b. Printable.

33.0 PROFESSIONAL SERVICES – GENERAL

33.1 The Contractor must provide professional services on request as specified in this Contract.

(i) All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

(ii) If the Contractor fails to deliver any deliverable (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten (10) working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

33.2 **Replacement of Specific Individuals**

(i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:

a. The name, qualifications and experience of a proposed replacement immediately available for Work; and

b. Security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.

(ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:

a. Exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Section titled "Default of the Contractor", or

b. Assess the information provided under (33.2 b) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (a) above, or require another replacement in accordance with this article 33.

Where an Excusable Delay applies, Canada may require (33.2 (ii) (b) above instead of terminating under the Excusable Delay Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

(iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

(iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

33.3 The Contractor must have available resources in the following categories during the Contract Period:

(i) Advisor

The Advisor will provide cross functional and multidisciplinary expertise in the area of Digital Asset Management and Digital Preservation. The Advisor must have, at a minimum, ten (10) years of experience.

The Advisor’s tasks include, but are not limited to:

i. Provide guidance related to project implementation and change management;

ii. Provide guidance and best practices related to Digital Asset Management and Digital Preservation based on similar initiatives;

iii. Provide guidance on content migration approaches;

iv. Provide guidance on solution optimization and integration; and

v. Provide recommendations to senior management.

(ii) Application/Software Architect

The Application/Software Architect will be responsible for designing solutions to address LAC requirements. The Application/Software Architect must have, at a minimum, ten (10) years of experience.

The Application/Software Architect tasks include, but are not limited to:

i. Develop technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements.

ii. Identify the policies and requirements that drive out a particular solution.

iii. Analyze and evaluate alternative technology solutions to meet business problems.

iv. Ensures the integration of all aspects of technology solutions.

v. Monitor industry trends to ensure that solutions fit with government and industry directions for technology.

vi. Analyze functional requirements to identify information, procedures and decision flows.

vii. Evaluate existing procedures and methods, identify and document database content, structure, and application sub-systems, and develop data dictionary.

viii. Define and document interfaces of manual to automated operations within application sub-systems, to external systems and between new and existing systems.

ix. Define input/output sources, including detailed plan for technical design phase, and obtain approval of the system proposal.

x. Identify and document system specific standards relating to programming, documentation and testing, covering program libraries, data dictionaries, naming conventions, etc.

(iii) Programmer/Software Developer

The Programmer/Software Developer will be responsible for developing solutions to address LAC requirements. The Programmer/Software Developer must have, at a minimum, five (5) years of experience at the intermediate level and more than ten (10) years of experience at the senior level.

The Programmer/Software Developer tasks include, but are not limited to:

i. Develop and prepare diagrammatic plans for solution of business, scientific and technical problems by means of computer systems of significant size and complexity.

ii. Analyze the problems outlined by the systems analysts/designers in terms of such factors as style and extent of information to be transferred to and from storage units, variety of items to be processed, extent of sorting, and format of final printed results.

iii. Select and incorporate available software programs.

iv. Design detailed programs, flow charts, and diagrams indicating mathematical computation and sequence of machine operations necessary to copy and process data and print the results.

v. Translate detailed flow charts into coded machine instructions and confer with technical personnel in planning programs.

vi. Verify accuracy and completeness of programs by preparing sample data, and testing them by means of system acceptance test runs made by operating personnel.

vii. Correct program errors by revising instructions or altering the sequence of operations.

viii. Test instructions, and assemble specifications, flow charts, diagrams, layouts, programming and operating instructions to document applications for later modification or reference.

(iv) Instructor

The Instructor will be responsible for providing on-site training. The Instructor must have, at a minimum, five (5) years of experience.

The Instructor tasks include, but are not limited to:

i. Assess the relevant characteristics of a target audience.

ii. Prepare end-users for implementation of courseware materials.

iii. Conduct training courses.

iv. Communicate effectively by visual, oral, and written form with individuals, small groups, and in front of large audiences.

34.0 SAFEGUARDING ELECTRONIC MEDIA

34.1 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 cause malfunctions.

34.2 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.

35.0 ACCESS TO CANADA'S PROPERTY AND FACILITIES

35.1 Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

36.0 NO SUSPENSION OF SERVICES

36.1 The Contractor must not suspend any part of the Services where (a) Canada is reasonably disputing any amount due to Contractor; or, (b) any unpaid but undisputed amount due to Contractor is less than ninety (90) business days in arrears.

37.0 IMPLEMENTATION PLAN

37.1 The Draft Implementation Plan must demonstrate how installation and deployment of the system to "Go Live", and the deliverables as stated in the Statement of Requirements will be accomplished along with the corresponding timelines. The Draft Implementation Plan must include an executive summary of the work plan and at a minimum, address the following: key activities, milestones, and estimated dates for installation, acceptance testing, security, privacy and training deliverables.

37.2 Finalization of Draft Implementation Plan: Within ten (10) working days of the Contract being awarded, the Technical Authority will provide any comments it has regarding the draft implementation plan, submitted by the Contractor as part of its bid. The Contractor must update the implementation plan to reflect the Technical Authority's comments within ten (10) working days and resubmit it to Technical Authority for approval. The Contractor must manage the project in accordance with the approved Implementation Plan. Any changes to the Plan will require the approval of the Technical Authority. Approval of the Implementation Plan by the Technical Authority does not, in any way, reduce or relieve the Contractor of any of its responsibilities to meet its obligations under the Contract.

38.0 ACCEPTANCE TEST PLAN

38.1 The Contractor must update the Draft Acceptance Test Plan submitted with their bid and submit the updated Plan to the Technical Authority, prior to commencement of acceptance testing. The Technical Authority should, within fifteen (15) days, either approve the plan or provide written comments to the Contractor requiring corrections. If corrections are required, the Contractor shall make the corrections and resubmit the plan to the Technical Authority for approval.

38.2 Acceptance testing must be done according to the Acceptance Test Plan by LAC with assistance of the Contractor as required. The Contractor shall provide to LAC such documentation and assistance as may reasonably be required by LAC, in connection with the acceptance tests.

38.3 Following system installation, LAC shall 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 LAC will retest the system as appropriate. Following successful completion of all acceptance testing, the Technical Authority shall approve the completion of the work and schedule the "Go-Live" date.

38.4 For a period of thirty (30) days following "Go-Live", LAC will conduct acceptance testing of the installed system to verify that it meets all the technical and functional requirements. Should any tests indicate that the system does not function in accordance with the Contract requirements, the Technical Authority will advise the Contractor, and the Contractor shall make such correction as is necessary and LAC will retest the system with assistance from the Contractor as required, for additional thirty (30) days. Following successful completion of all acceptance testing, the Technical Authority shall approve the completion of the Final System Acceptance.

39.0 TERMINATION FOR CONVENIENCE

39.1 With respect to Section 30 of General Conditions 2035, if applicable, or Section 32 of 2030, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

   (a) The total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or

   (b) The amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

40.0 TRANSLATION OF REPORTS AND DOCUMENTATION

40.1 The Crown shall have the right to translate any documentation delivered 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.

PART 7

ANNEX A

STATEMENT OF REQUIREMENTS

LIBRARY AND ARCHIVES CANADA
DIGITAL ASSET MANAGEMENT SYSTEM (DAMS)

1 INTRODUCTION

2 LAC PROGRAMS AND COLLECTIONS

3 SCOPE

4 REQUIREMENTS

5 DEFINITIONS

6 ABBREVIATIONS & ACRONYMS

Notes to Bidder

For the purposes of this Bid Solicitation, entire sections, and/or individual paragraphs of this Statement of Requirements 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 bids. 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 bid 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 Task Authorization 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].

1 Introduction

(I) The mandate of Library and Archives Canada (LAC) is to collect, manage, preserve, and provide enduring access to the wide range of documentary resources. Material is increasingly being acquired and provided to clients in digital form. However, the legacy systems at the institution can no longer support the management and access of digital material in a sustainable manner.

(I) In order to respond to this fundamental challenge, LAC developed a Digital Strategy (http://publications.gc.ca/collections/collection_2016/bac-lac/SB4-36-2016-eng.pdf) with ten key strategic goals in 2015. LAC is beginning to implement an institution-wide initiative called the Digital Curation Initiative (DCI) to streamline the management and access of its digital collections. This includes the alignment of policies, processes, and digital infrastructure (Digital Curation Platform (DCP)) and will address the first five strategic goals of the Digital Strategy. They are:

- Digitally Enabled - Building the technology and instruments required to enable us to achieve our business model goals through the use of a Digital Curation Platform (DCP).
- Digital Heritage - Ensuring our collections include new forms of born-digital documentary heritage, such as data, web, and other sources of digital content.
- Digitize Wisely - Optimizing our services by digitizing portions of LAC's analogue holdings based on popularity, ad-hoc requests, preservation needs, and other criteria.
- Digitally Descriptive - Ensuring all our holdings (analogue and digital) have comprehensive metadata and descriptions that are continually enriched.
- Open Access - Facilitating discovery and use of as much of LAC's holdings as possible by anyone, anywhere, anytime.

(I) As part of the DCP, LAC requires a Digital Asset Management System (DAMS) that must be provided as a Software as a Service (SaaS) solution to address specific institutional needs as detailed in this Statement of Requirements (SOR).

1.1 Key Business Challenges

(I) Based on consultations with LAC staff, the DCP will address the following business challenges:

- Workflow management and tracking of digital objects;
- Large-scale digital storage and long-term preservation;
- Extensive manual processing of digital objects;
- Metadata creation and management for both digital and analogue collections;
- Search, discoverability and accessibility of collections; and
- Modernisation of online service delivery to meet the needs of different client segments

1.2 Expected Outcomes of the DCP

(I) The provision of the business and technical architecture and processes to enable sustainable, end-to-end digital curation, providing authentic objects, i.e. ensure that all digital objects collections, whether born-digital or digitized, are available and usable for as long as they are needed and can be properly and efficiently:

a) Acquired;

b) Evaluated;

c) Accessioned;

d) Described;

e) Made discoverable;

f) Made accessible in the context of legislative requirements related to the Official Languages Act, and for people with perceptual disabilities (where possible)

g) Available;

h) Preserved for the long-term; and

i) De-accessioned, exported and disposed when required

2 LAC Programs and Collections

(I) As a national library and archive institution, LAC acquires a broad range of textual and non-textual material. The non-textual material covers the fields of architecture, art, audiovisual, cartography, philately and photography. These media are created both in analogue and digital formats. Audiovisual materials include sound recordings, videos and films. These records include both private and government sources, are national and international in scope, and ranging from the earliest extant items to contemporary work.

(I) Additionally, LAC treats web resources about Canada or of interest to Canadians as an important part of the nation's documentary heritage. Web archiving is a means of digitally-preserving and making important web resources discoverable, searchable, and available for public consultation and future research.

(I) LAC's key collection programs include:

A) PUBLISHED HERITAGE

LAC acquires, generally through legal deposit, Canadian publications in both analogue and digital formats. Publications in digital formats include books, serials, sound and video recordings, maps and newspapers. Collected material includes Public Opinion Research Reports, Royal Commissions, Commissions of Inquiry, Government of Canada publications, as well as commercial and open access titles. Publishers include commercial trade and small press publishers, universities and academic presses, federal government departments, production companies, associations, organizations, and self-publishers. Digital music also falls under Canadian legal deposit, and is an acquisition priority for LAC going forward.

LAC currently acquires digital theses and dissertations from Canadian universities (under the Theses Canada program) by harvesting metadata directly from the universities' Open Archives Initiative (OAI) data repositories. LAC's future plans require the ability to ingest published materials of all types.

The published digital content (with the exception of theses) is contained in the custom-built Electronic Publications Pilot System (EPPS), a digital ingest system developed in 1994. The EPPS is in need of replacement.

B) GOVERNMENT RECORDS

Government records are information resources created or received by government institutions. Under the Library and Archives of Canada Act, government institutions cannot dispose of their records without the authority of the Librarian and Archivist of Canada, and must transfer archival records to LAC. Government records at LAC date from before the time of Confederation to the present and include material such as censuses, military personnel files, patents of invention, records from Commissions of Inquiry, treaties signed with First Nations, and immigration records (passenger lists and border entry lists) as well as large volumes of textual records.

Government records include various media, including audiovisual material from the National Film Board, cartographic material from Natural Resources Canada, technical and architectural drawings from PSPC and the Communications Research Centre, and photographic collections from numerous government institutions, textual documents and databases. Currently, government archival holdings are

primarily paper. However, as of 2017, born-digital archival records created after 2017 will be acquired in digital format only.

C) PRIVATE ARCHIVES

Private archives are records created or received by non-government agencies, institutions, families, or individuals in the course of their activities, and preserved for their informational, intrinsic, and evidential value. Private archives cover virtually every sphere of activity in a society. LAC receives content in a wide variety of media, including textual records, graphic and cartographic materials, moving images, sound recordings, in analogue and digital formats.

Also included within the private archives are records from those GC institutions not subject to the LAC Act; these institutions work with LAC on a voluntary basis to ensure the long-term preservation of important records.

2.1 Current Descriptive Systems

(I) LAC uses three main custom descriptive systems: AMICUS for published collections, MIKAN for archival holdings with the exception of audiovisual holdings which are managed by MISACS/MINISIS. An integrated library management system from OCLC will be implemented to replace AMICUS over the next 24 months. In the long-term, MIKAN and MISACS will be replaced by an alternative archival collection management system.

2.2 LAC Volumetric Data (as of September 2016)

Collections	Storage Volume	Number of files	Growth Projections	Formats	Comments
AMICUS: descriptions of published material	Total size of the LAC National Union Catalogue is 2 terabytes	42 million bibliographic records of which 3.2 million are LAC records	4% annually	Descriptive metadata is stored in a relational database, the bibliographic record contains all the data in order to produce a MARC21 compliant record.	OCLC has been acquired as a replacement to AMICUS. LAC is currently in the implementation phase.
Publications in the Electronic Publications Pilot System (EPPS)	3.1 terabytes	26.4 million files, including 90,000 monographs, 12,000 historical serials, 227,000 serial issues, 384 Royal Commissions and Commissions of Inquiry, 1,838 Public Opinion Research Reports, and other digital and digitized content	500 gigabytes annually. Based on historic growth. However, it is expected to be around 5 terabytes annually once an automated ingest system is implemented.	Digital content includes 52% files in html and related formats, 38% image files, 9% in PDF and the remaining 1% in legacy formats such as doc, rtf, txt, ps, etc.	Descriptions for the Publications in the Electronic Publications Pilot System (EPPS)may be found in AMICUS
Theses Canada	2.6 terabytes	Over 553,479 theses consisting of 256,200 analogue and 297,279 digital theses	Levels have fluctuated over the years; expected to grow if ingest mechanisms can be improved	Current system limited to PDF only, but in the future will include a variety of multimedia and data formats.	Descriptions for the Theses collection are contained in AMICUS
Web Archives	26 terabytes	4–6 terabytes per year, 100,000 WARC and ARC files	Between 6–12 terabytes per year and expected to increase significantly over the next decade.	WARC (harvested after 2010) and ARC files (for harvests between 2005 – 2010)	The web harvesting infrastructure is being revitalized and the web harvesting program is increasingly being seen as a

Collections	Storage Volume	Number of files	Growth Projections	Formats	Comments
					mainstream activity for digital documentary heritage and an institutional priority; LAC anticipates an exponential increase in web harvests
Specialized subject repositories such as census records, passenger lists, military files, etc.	Storage size unknown	Unknown	10 terabytes a year from external partnerships; projections for internal digitization initiatives not known	Digital content including over 11.2 million jpgs, 6.7 million PDFs, 2.1 million gifs, and 12,000 mp3s	Descriptions may be found in AMICUS or MIKAN; over 100 databases and exhibits
MIKAN private and government archival descriptions database	214 gigabytes (descriptions only)	2,510 collections and 11,290 fonds-level descriptions; 4.2 million+ lower level descriptions; links to 2 million+ digital image copies; over 88,000 URLs, 6,000+ electronic finding aids	At least 5 gigabytes or 2.5% per year	Metadata that can be created in the form of MARC21 bibliographic descriptions, and finding aids	Digital objects are contained in a separate repository (data2)
Government archival content in digital format	Unknown	Unknown	Unknown	Wide range of single sided floppy disks reel tapes and CDs, structured and unstructured content; files are non-homogeneous; can include legacy databases such as Dbase III, FoxPro, and Paradox	Descriptions are contained in MIKAN; by November 2017, digital acquisition will include 189 government departments; anticipate the intake of digital content from GCDOCS and non-GCDOCS implementations

Collections	Storage Volume	Number of files	Growth Projections	Formats	Comments
					will increase exponentially
Digital Private Archives	Unknown	Unknown	Unknown	Various formats including audio visual and graphic material	Most of the private archives digital content is digitized material. Currently, archival material in digital format sent by donors is stored on file servers. Descriptions are contained in MIKAN. Finding Aids are found in various internal databases and also exist in paper format.
MISACS database for audiovisual descriptions	4 gigabytes (descriptions only)	498,000+ item level intellectual descriptions, 740,000 descriptions of physical items linked to intellectual descriptions and 48,000 work orders linked to physical descriptions.		Custom metadata format mapped to MARC21	Contains links to digital content but database itself contains no digital content
Preservation repository	3 petabytes on tape. Primarily from digitization. 40-50% Audiovisual material, 20% -30% images.	N/A	In the long-term, would like to process 300 terabytes per month and store three copies. 2013–14: 445 terabytes processed; 2014–15: 1 petabyte processed;		

Collections	Storage Volume	Number of files	Growth Projections	Formats	Comments
			anticipated annual increase of 30%		

3 Scope

(I) A high-level conceptual view of the Digital Curation Platform (DCP) is shown below. The guiding principle is to assemble these components in a way that is interoperable, but can also be replaced as required (e.g. as processes are simplified or as technology evolves). The processes should be system independent, based on international archival and library standards, and use open architectures. The overall implementation approach is based on Agile methodology principles and will be executed in small iterative steps with stakeholder participation, lessons learned, risk management and investment decision making processes.

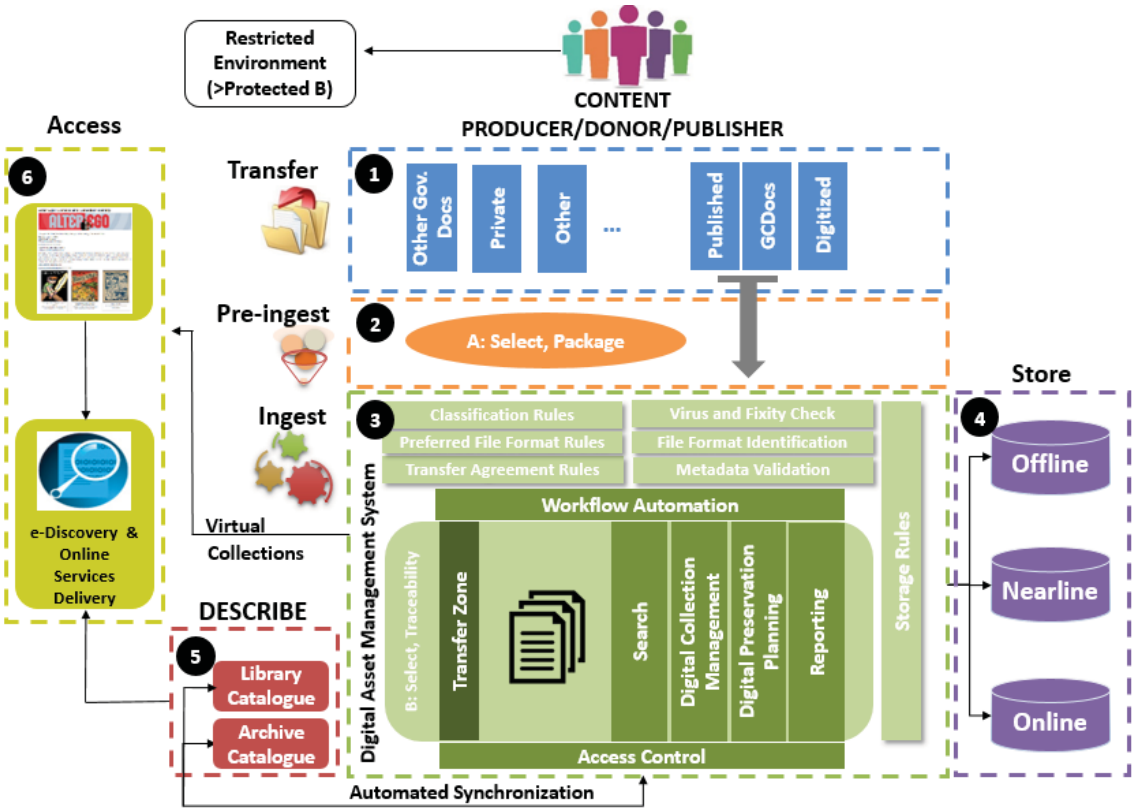

Figure 1 - Digital Curation Platform

- The Contractor must address the components in boxes marked **"1"** (Transfer) and **"2"** (Pre-Ingest) by providing a secure and scalable hosted service along with online storage where it should be possible for authorized users to install software for managed file transfer from external donors/producers/publishers and LAC staff and pre-ingest file processing.
    - A managed file transfer and workflow automation solution is currently being procured by LAC. In the future, additional components for advanced file processing such as automatic tagging and classification may be integrated into this solution.
    - Processed files will be automatically or manually transferred to the component in the box marked **"3"** (Ingest and Digital Asset Management).
- The Contractor must address the component in the box marked "**3**" (Ingest and Digital Asset Management) in Figure 1 - Digital Curation Platform along with the appropriate tiered storage for access and preservation purposes corresponding to the box marked "**4**" (Store). These components provide ingest, digital collection management, and digital preservation functionalities for the DCP. These components will only be accessed by LAC staff and authorized applications.

- Using standard protocols and APIs (CMIS, OAI-PMH, REST, SOAP), the solution must integrate with other components of the DCP that are being implemented or will be addressed in the future.
- The content within the solution will be at a security level of Protected B or lower.
- It is anticipated that the volume and throughput in the first two (2) years will be moderate (less than 100 terabytes) with subsequent scaling up in future years. Consequently, the Contractor must provide tiered pricing and infrastructure scaling options. These shall appear in the Financial Proposal only.
- It is anticipated that the number of potential users of the solution will be less than 200.
- No data migration plan is required as part of the Solution.

3.1 Business Scenarios for Ingest of Digital Material

(I) While not an exhaustive list, a few examples of business scenarios for the transfer and ingest of digital material into the DAMS are listed below.

- Ingest of e-books and serials from Canadian publishers with ONIX metadata.
- Other publications in digital formats include sound and video recordings, maps and newspapers.
- Ingest of electronic theses with ETD-MS metadata from Canadian universities. Some universities provide harvestable metadata using OAI-PMH protocol while other universities may submit their theses and metadata to LAC from repositories such as DSpace, CONTENTdm, or other mechanisms.
- Ingest of government publications that have been harvested from different government websites.
- Ingest of government records in a variety of file formats from government departments that use Open Text GCDocs as well as other departments using other solutions.
- Ingest of images, audio, and video from digitization projects within LAC.
- Ingest of digital material in a variety of formats including e-mail archives from donors of private archives.

4 REQUIREMENTS

4.1 Ingest

4.1.1 **(M)** The system must allow the ingest processes to be initiated manually as well as automatically as soon as a file transfer to the system is completed.

4.1.2 **(R)** The Contractor should describe the automated file transfer and ingest capabilities into their system.

4.1.3 **(M)** The system must be capable of ingesting all file formats identified in LAC's Guidelines on File Formats for Transferring IREV.
http://www.bac-lac.gc.ca/eng/services/government-information-resources/guidelines/Pages/guidelines-file-formats-transferring-information-resources-enduring-value.aspx

4.1.4 **(R)** The system should be capable of characterizing all file formats identified in LAC's Guidelines on File Formats for Transferring IREV.
http://www.bac-lac.gc.ca/eng/services/government-information-resources/guidelines/Pages/guidelines-file-formats-transferring-information-resources-enduring-value.aspx

4.1.5 **(R)** The system should support ingest and viewing of the following packages of content from external systems or software tools.

- DSpace Export
- CONTENTdm Export
- Microsoft Outlook .pst
- Google Gmail .mbox
- BagIt
- WARC and ARC Files

- ISO Disk Image Files
- HTML Files
- METS
- Compressed or packed files (.zip, .tar, .tar.gz)

4.1.6 **(M)** The system must automatically perform the following at the time of ingest.

- Virus checking
- Checksum verification
- Characterization
- Checking metadata schema compliance
- Assign a unique identifier to each digital object

4.1.7 **(R)** The system should identify duplicate files by verifying the files being ingested against existing collections in the system.

4.1.8 **(M)** The system must provide the ability to bulk ingest files and folder hierarchies with the corresponding metadata including item level descriptions. It must retain the original folder hierarchies, if required.

4.2 Digital Collection Management

4.2.1 **(M)** The system must allow users to navigate and arrange a hierarchy of collections and digital objects within a graphical user interface.

4.2.2 **(R)** The system should be able to render the following content within the web browser without any format specific browser plugins:

- PDF documents
- Common MS Office Files (Word, Excel and PowerPoint)
- eBooks (EPUB)
- Common image formats (.jpg, .tif, .gif, .png)
- Common audio formats (.mp3, .wav)
- Common video formats (.mp4, .avi, .mov)
- Archived Websites held in ARC and WARC format

4.2.3 **(R)** The system should have the ability to define rules to automatically categorize digital objects based on their metadata. These categories can then be used to automatically:

- Set permissions;
- Filter search; and
- Drive processing actions at a later date, including reappraisal and disposal

4.2.4 **(R)** The system should provide the ability to create, arrange, and display a selection of digital objects belonging to various digital collections as a virtual collection. The link to the original digital object is maintained even when that object is re-arranged.

4.2.5 **(M)** The system must provide the capability to rearrange digital collections to accommodate the following business scenarios:

- Serial title changes, cessations, or merges; and
- Changes to government fonds as a result of organizational changes.

4.2.6 **(M)** The system must provide the ability to search digital objects based on the metadata.

4.2.7 **(R)** The system should provide the ability to filter searches for digital objects based on the associated metadata.

4.2.8 **(R)** The system should provide the ability to perform full text search on textual digital objects.

4.2.9 (**R**) The system should provide the capability to create and render OCR manifestations of digitized printed material. The resulting OCR manifestation should be full text searchable.

4.3 Administration

4.3.1 **(M)** The system must maintain a history of each digital object. The history must be viewable using a graphical user interface.

4.3.2 **(R)** The system should provide the capability to notify designated users such as when actions are required, processing is complete, or in the case of errors during ingest, file migration, or other activities.

4.3.3 **(M)** The system must provide a registry of file format information that includes a complete list of file formats, information about each format, a list of the software that can read and write each format, and known migration pathways for each format.

4.3.4 **(R)** The system's format registry should be based on The National Archives' PRONOM registry. Changes to the PRONOM registry should also be updated in the system's registry.

4.3.5 **(M)** The system must provide the ability for users to add new custom formats to the file format registry.

4.3.6 **(R)** The system should have built-in transcoding capabilities and/or integration with external transcoding engines or services for audiovisual (AV) Material.

4.3.7 **(M)** The system must support any international standard and custom XML metadata schema (descriptive, preservation, technical and administrative).

4.3.8 **(M)** The system must support an implementation of Unicode to allow the ingest and editing of metadata with diacritics and special characters to support multiple languages.

4.3.9 **(M)** The system must provide the ability to connect to multiple geographically dispersed storage locations.

4.3.10 **(R)** The system should provide the ability to integrate with multiple storage vendor environments including cloud storage by providing built-in storage connectors and providing an API for developers to implement custom storage connectors.

4.3.11 **(M)** The system must provide the ability to store multiple copies of a digital object based on automated storage rules.

4.3.12 **(M)** The system must provide the ability to create, update, and revoke user accounts.

4.3.13 **(M)** The system must provide the ability to define, update, and delete roles as well as assign users to one or more roles within the system.

4.3.14 **(M)** The system must provide the ability to define fine grained access control. The actions must include

- View metadata;
- Capable of displaying all or selected metadata for access but not necessarily the associated digital object;

- View and download digital objects;
- Ingest files and metadata;
- Create collections;
- Edit metadata;
- Move digital objects between collections; and
- Hard and soft delete of collections and digital objects

4.3.15 **(R)** The system should provide access restrictions rules by donor/publisher/producer, date or other criteria for collections content. This includes:

- Ability to define an embargo period after which specific collections or digital objects automatically become open;
- Ability to provide temporary online access to a restricted access item for a specific user; and
- Ability to automatically restrict access to material provided by a given donor/publisher/producer.

4.3.16 **(M)** The system must provide the ability to perform large-scale concurrent processing related to ingest, format migration, deletion, and export of digital objects.

4.3.17 **(R)** The Contractor should describe the concurrent processing capabilities within their system.

4.3.18 **(M)** The system must provide the statuses of processing activities. This includes the ability to identify and display running, failed, and completed processes.

4.3.19 **(M)** The system must provide user interfaces in both official languages of Canada.

4.4 Preservation Planning

4.4.1 **(M)** The system must provide the ability to scan the collections and identify files targeted for format migration based on a user specified list of obsolete file formats.

4.4.2 **(R)** The system should provide an extensive range of migration pathways for Dissemination and Digital Preservation purposes.

4.4.3 **(M)** The system must provide the user with the option to migrate specific file formats for all or selected collections of digital objects.

4.4.4 **(M)** The system must provide the ability to create a new manifestation of a file at the time of ingest or subsequently within the digital repository for Dissemination and Digital Preservation purposes. Both the new and original formats must be retained and linked.

4.4.5 **(M)** The system must provide the ability to perform regular checks to verify the integrity of digital objects in the collections.

4.4.6 **(M)** The system must provide the option for automatic “self-healing” capability and error notification to designated users in case of file or disk corruption.

4.5 Interoperability

4.5.1 **(M)** The system must provide a software framework for developers to implement automated metadata synchronization with external library and archival catalogue systems.

4.5.2 **(M)** The system must provide protocols and APIs to allow developers to access the content and metadata in the DAMS using the following:

- CMIS
- OAI-PMH
- REST
- SOAP

4.6 Reporting

4.6.1 **(M)** The system must provide the ability for users to create their own custom reports that can be used within the system. Some of the key reports are:

- Metrics of processing rate by time;
- Statistics about LAC's collections, file formats, and usage; and
- Reports on preservation activities.

4.6.2 **(R)** The system should provide a personalized dashboard to view reports.

4.6.3 **(R)** The system should provide a .pdf version of reports for downloading and printing purposes.

4.7 IT Standards

4.7.1 **(M)** The system must be compatible with currently supported Microsoft Internet Browser.

4.7.2 **(M)** The Contractor and the infrastructure provider must be certified against Information Security Management (ISO 27001: 2013).

4.8 IT Infrastructure

4.8.1 **(M)** The system must support scaling to the multi-petabyte range to accommodate any future growth of the collection. The Contractor must provide a detailed description of a successful implementation of their system in the multi-petabyte range.

4.8.2 **(M)** The system functionality must be offered as a Software as a Service (SaaS) solution.

4.8.3 **(M)** The Contractor must provide a tiered storage plan for the purposes of access and digital preservation with options to add or decrease storage as required.

4.8.4 **(M)** The Contractor must provide a scalable secure hosted service along with online storage where it must be possible for authorized users to install software for managed file transfer from external donors/producers/publishers and LAC Staff and pre-ingest file processing. This environment must be hosted with the same infrastructure provider in the same region as the DAMS.

4.8.5 **(M)** The Contractor must provide dedicated network connections (up to 10 Gb/s) to transfer and ingest large volumes of digitized files.

4.8.6 **(R)** The Contractor should provide portable encrypted storage appliances to transfer and ingest large volumes of digitized files.

4.8.7 **(M)** The system functionality must also be available as an on-premise solution option to manage specific digital collections.

4.8.8 **(M)** The Contractor must provide the capability to test configuration settings and prototype new features without impacting existing collections.

4.8.9 **(M)** The content and all associated metadata managed by the system must reside within Canada.

4.8.10 **(M)** The Contractor must provide a Draft Acceptance Test Plan related to the installation and deployment of their system with their bid. 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:

- Verification of functionality based on the resulting Contract and the Contractor's documentation and response to the Bid Solicitation;
- Test ingest packages and subsequent test ingest packages as necessary for LAC verification and acceptance based on the agreed specifications;
- Evaluation of adequate response time; and
- Testing from LAC's operational environment.

4.8.11 **(M)** The Contractor must provide a draft Implementation Plan with their bid. The Draft Implementation Plan must include an executive summary of the work plan and at a minimum, address the following key activities: estimated dates for installation, acceptance testing, security, privacy and training.

4.9 Product Roadmap and Releases

4.9.1 **(R)** Based on previous product releases, The Contractor should demonstrate continuing product investment by having two substantive product releases per year.

4.9.2 **(R)** The Contractor should demonstrate the availability of a product roadmap.

4.9.3 **(R)** The Contractor should demonstrate a process that defines how the user community can propose enhancements and new features and how and when product features are decided, prioritized, developed and released.

4.10 Exit Strategy

4.10.1 **(M)** The Contractor must provide a documented exit strategy process for the solution.

4.11 General

4.11.1 **(R)** The system should have been deployed in comparably sized libraries or archive institutions and the Contractor must describe how their system was successfully implemented.

4.11.2 **(M)** The Contractor must provide at least three (3) references for the proposed system. The references will be contacted and asked the questions in Part 4, Attachment 4.2. The references must be for libraries, museums, archives, or heritage institutions. Include organization name, contact name, phone number and email address.

5 Definitions

Term	Definition
Digital Curation	Digital curation is the selection, preservation, maintenance, collection and archiving of digital assets. Digital curation establishes, maintains and adds value to repositories of digital data for present and future use. Sources: "What is Digital Curation?". Digital Curation Centre Rusbridge, C.; Buneman, P.; Burnhill, P.; Giaretta, D.; Ross, S.; Lyon, L.; Atkinson, M. (2005). "The Digital Curation Centre: A Vision for Digital Curation". 2005 IEEE International Symposium on Mass Storage Systems and Technology Erin Scime (8 December 2009). "The Content Strategist as Digital Curator". Elizabeth Yakel (2007). "Digital curation". Emerald Group Publishing.
Pre-Ingest	In the pre-ingest stage, the received material will be checked on various aspects, that are fundamental to make a decision whether the material should be accepted to enter the repository. Source: http://wiki.dpconline.org/index.php?title=Pre-ingest
Ingest	The process by which a digital object or metadata package is absorbed by a different system than the one that produced it. Source: California Digital Library Glossary. http://www.cdlib.org/gateways/technology/glossary.html
Characterisation	Characterisation is comprised of four elements: identifying the object's format; validating that the object conforms to its format's technical norms; extracting technical metadata from the object; and assessing whether the object should be accepted into a repository, based on policies set by the curator. Source: Digital Preservation Coalition. http://handbook.dpconline.org/glossary
Manifestation	A technological instantiation of an electronic record, characterised by specific bitstream encodings, and dependent upon a specific technical environment to provide access. Source: Parliamentary Archives, A Digital Preservation Policy for Parliament, 1st Edition, March 2009.
Fond	The entire body of records of an organization, family, or individual that have been created and accumulated as the result of an organic process reflecting the functions of the creator. Source: Society of American Archivists. http://www2.archivists.org/glossary/terms/f/fonds
Protected B	Levels of Security in Canada. Applies to information or assets that, if compromised, could **cause serious injury** to an individual, organization or government. Source: http://www.tpsgc-pwgsc.gc.ca/esc-src/protection-safeguarding/niveaux-levels-eng.html
GC Cloud Adoption Strategy	Right Cloud adoption strategy: an approach to cloud adoption recognizing that no single cloud or non-cloud deployment model can meet all of the GC's requirements:

	•an approach to managing security risks that is tailored to the cloud: ensuring the safeguarding of Canadians' data and privacy; •a series of adoption principles: providing guidance to chief information officers as they adopt cloud services; and •the future vision for a Canadian public sector community cloud: a program to bring together Canadian public sector buyers with public cloud-service providers, brokered and security-assessed by the GC Source: Government of Canada Cloud Adoption Strategy - https://www.canada.ca/en/treasury-board-secretariat/services/information-technology/cloud-computing/government-canada-cloud-adoption-strategy.html
GC Cloud PBMM Profile	The GC cloud PBMM profile is suitable for cloud-based GC IT services supporting a wide range of GC business activities of medium sensitivity and criticality involving information to a maximum level of PROTECTED B, which is particularly sensitive information as described in the TBS Standard on Organization and Administration. The CSE Information Technology Security Guidance (ITSG-33) on IT security risk management includes recommended security control profiles for information systems. These profiles have been used to develop the GC cloud PBMM profile. Source: Government of Canada Security Control Profile for Cloud-based GC IT Services - https://www.tbs-sct.gc.ca/hgw-cgf/oversight-surveillance/itpm-itgp/it-ti/cloud-nuage/scp-pcs-eng.asp
ITSG-33	The *Overview of IT Security Risk Management: A Lifecycle Approach* (ITSG-33) is a publication issued under the authority of the Chief, Communications Security Establishment Canada (CSEC). ITSG-33 contains a catalogue of Security Controls structured into three classes of control families: Technical, Operational and Management. ITSG-33 includes profiles that address the confidentiality, integrity and availability needs for the GC PROTECTED A, B and SECRET environments. Source: IT Security Risk Management: A Lifecycle Approach - https://www.cse-cst.gc.ca/en/publication/itsg-33 Annex 4A - Profile 1 - (PROTECTED B / Medium Integrity / Medium Availability) - https://www.cse-cst.gc.ca/en/node/265/html/25842 Suggested Security Controls and Control Enhancements - https://www.cse-cst.gc.ca/en/system/files/excel_documents/itsg33-ann4a-eng_3.xls
Official Languages Act	Ensures respect for English and French as the official languages of Canada. Source: http://laws-lois.justice.gc.ca/eng/acts/o-3.01/
PRONOM	This is a technical registry of impartial and definitive information about the file formats, software products and other technical components required to support long-term access to electronic records and other digital objects of cultural, historical or business value. Source: The National Archives. https://www.nationalarchives.gov.uk/PRONOM/Default.aspx
User	An individual responsible for day-to-day operations at LAC involving the preparation, ingest, description, arrangement, or preservation of digital files.
Administrator	An individual responsible for the system configuration, user account management, or storage management.

6 Abbreviations and Acronyms

Term	Definition
API	Application Program Interface
AV	Audiovisual
DAMS	Digital Asset Management System
CMIS	Content Management Interoperability Services
DCI	Digital Curation Initiative
DCP	Digital Curation Platform
EPPS	Electronic Publications Pilot System
GC	Government of Canada
IREV	Information Resources of Enduring Value
LAC	Library and Archives Canada
METS	Metadata Encoding and Transmission Standard
OAI-PMH	Open Archives Initiative Protocol for Metadata Harvesting
OCR	Optical Character Recognition
PBMM	Protected B, Medium Integrity, Medium Availability
PIA	Privacy Impact Assessment
PMP	Privacy Management Plan
REST	Representational State Transfer
SaaS	Software as a Service
SOAP	Simple Object Access Protocol
TA	Task Authorisation

PART 7

ANNEX B

LIST OF DELIVERABLES AND SERVICES

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

All prices bid must be in Canadian dollars.

As detailed in Part 4, the Total Evaluation Price will be the sum of all the prices for all 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 five (5) years.

   For the purpose of Financial Evaluation, the additional option years will be calculated at an increase of 5% per year.

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 A - List of Deliverables and Services

1. The Contractor shall be paid firm unit prices and 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), Harmonized Sales Tax (HST) or Quebec Sales Tax (QST) extra, as applicable. Prices include all foreign excise, federal, state, or local sales or use taxes, and any other tax of a similar nature, if applicable.

2. For line item 01: For the annual subscription license for the use of the Licensed Software, and for Software Maintenance and Support Services thereon, and for all Hosting Services on a proposed baseline infrastructure, the Contractor shall be paid the firm annual prices indicated in the table below, payable yearly in advance.

3. For line item 03 and 04: Indicate any bulk pricing if applicable.

4. For line item 05: Any authorized travel and living expenses incurred to perform onsite training, 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 firm annual prices bid below increase by more than 5% per year.]

Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Year 4	Firm annual price for Year 5
01	For the annual SaaS subscription license to use the Licensed Software in accordance with the terms of the Contract, and for Software Maintenance and Support Services thereon, and for all Hosting Services related to the Digital Curation Platform component identified as '3' (Digital Asset Management System) in Figure 1 and described in the SOR (4.8.2)	Per year	1	$ _____	$ _____	$ _____	$ _____	$ _____
02	For all Work for the set-up and implementation of the hosted service for file transfer/pre-ingest and DAMS, up to and including System Acceptance	LOT	1	$ _____				
03	For the annual price of one (1) terabyte of tiered storage for **access** purposes related to the Digital Curation Platform component identified as '4' (Store) in Figure 1 and stated in 4.8.3 of the SOR	Per year	1	$ _____	$ _____	$ _____	$ _____	$ _____

Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Year 4	Firm annual price for Year 5
04	For the annual price of one (1) terabyte of tiered storage for **digital preservation** purposes related to the Digital Curation Platform component identified as '4' (Store) in Figure 1 and stated in 4.8.3 of the SOR	Per year	1	$ _____	$ _____	$ _____	$ _____	$ _____
05	For the initial user and administrator online training	Per Course/ Per User	1	$ _____	$ _____	$ _____	$ _____	$ _____

Firm Annual Rates after Year 5 (Option Years 1 to 10)

If Canada exercises additional option years after Year 5, the Contractor must continue to provide optional Subscription services and other goods or services in accordance with the terms and conditions of this Contract. Firm Annual rates will be negotiated prior to Canada exercising the one (1) year option. The Contractor agrees that the Firm Annual rates will not exceed the lowest rates charged to any of its customers in Canada for like quality and quantity of services. Firm Annual rates shall not exceed an increase of 5% per year.

Table B - List of Optional Deliverables and Services

1. The Contractor shall be paid firm unit prices and firm time rates for the Optional 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. Prices include all foreign excise, federal, state, or local sales or use taxes, and any other tax of a similar nature, if applicable.

2. For the purpose of Financial Evaluation, the additional option years will be calculated at an increase of 5% per year.

[**Note to Bidder:** For each of the options below, the Bidder must provide with its proposal a complete list of all software applications required for the option, indicating as applicable, product names, version numbers, etc. These software applications will form part of the Licensed Software if the option is exercised by Canada.]

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

Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Year 4	Firm annual price for Year 5
01	For the ingest of large volumes of files (as stated in 4.8.5 of the SOR): Upgradeable dedicated **1 Gb/s** network connection to the system – Connection Fee	Per year	1	$ _____	$ _____	$ _____	$ _____	$ _____
02A	For the ingest of large volumes of files (as stated in 4.8.5 of the SOR) : Upgradeable dedicated **1 Gb/s** network connection to the system – Inbound Data Charges	Per Gigabyte	1	$ _____	$ _____	$ _____	$ _____	$ _____
02B	For the ingest of large volumes of files (as stated in 4.8.5 of the SOR): Upgradeable dedicated **1 Gb/s** network connection to the system – Outbound Data Charges	Per Gigabyte	1	$ _____	$ _____	$ _____	$ _____	$ _____
03	For the ingest of large volumes of files (as stated in 4.8.5 of the SOR):	Per year	1	$ _____	$ _____	$ _____	$ _____	$ _____

Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Year 4	Firm annual price for Year 5
	Upgradeable dedicated **10 Gb/s** network connection to the system – Connection Fee							
04A	For the ingest of large volumes of files (as stated in 4.8.5 of the SOR): Upgradeable dedicated **10 Gb/s** network connection to the system – Inbound Data Charges	Per Gigabyte	1	$ _____	$ _____	$ _____	$ _____	$ _____
04B	For the ingest of large volumes of files (as stated in 4.8.5 of the SOR): Upgradeable dedicated **10 Gb/s** network connection to the system – Outbound Data Charges	Per Gigabyte	1	$ _____	$ _____	$ _____	$ _____	$ _____
05	For the ingest of large volumes of files (as stated in 4.8.6 of the SOR): Encrypted portable storage appliance	Per Data Transfer	1	$ _____	$ _____	$ _____	$ _____	$ _____
06A	For the ingest of large volumes of files (as stated in 4.8.6 of the SOR): Encrypted portable appliance – Inbound Data Charges	Per Gigabyte	1	$ _____	$ _____	$ _____	$ _____	$ _____
06B	For the ingest of large volumes of files (as stated in 4.8.6 of the SOR): Encrypted portable appliance – Outbound Data Charges	Per Gigabyte	1	$ _____	$ _____	$ _____	$ _____	$ _____
07	For a hosted service for file transfer and pre-ingest (as stated in 4.8.4 of the SOR)	Per Year	1	$ _____	$ _____	$ _____	$ _____	$ _____

Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Year 4	Firm annual price for Year 5
08A	For additional hosted tiered computing and network infrastructure to scale the system (as stated in 4.8.1 of the SOR): Cores: 2; RAM: 4 GB	Per Hour	1	$ _____	$ _____	$ _____	$ _____	$ _____
08B	For additional hosted tiered computing and network infrastructure to scale the system (as stated in 4.8.1 of the SOR): Cores: 2; RAM: 8 GB	Per Hour	1	$ _____	$ _____	$ _____	$ _____	$ _____
08C	For additional hosted tiered computing and network infrastructure to scale the system (as stated in 4.8.1 of the SOR): Cores: 4; RAM: 16 GB	Per Hour	1	$ _____	$ _____	$ _____	$ _____	$ _____
08D	For additional hosted tiered computing and network infrastructure to scale the system (as stated in 4.8.1 of the SOR): Cores: 8; RAM: 32 GB	Per Hour	1	$ _____	$ _____	$ _____	$ _____	$ _____
09	For one (1) terabyte of online storage for a hosted service for file transfer and pre-ingest (as stated in 4.8.4 of the SOR)	Per Year	1	$ _____	$ _____	$ _____	$ _____	$ _____
10	For the capability to test configuration settings and prototype new features (as stated in 4.8.8 of the SOR)	Per Year	1	$ _____	$ _____	$ _____	$ _____	$ _____
11	For a one-time perpetual license for an on-premise solution (as stated in 4.8.7 of the SOR)	One-time	1	$ _____	$ _____	$ _____	$ _____	$ _____
12	For the annual maintenance fee for an on-premise solution (as stated in 4.8.7 of the SOR)	Per year	1	$ _____	$ _____	$ _____	$ _____	$ _____

Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Year 4	Firm annual price for Year 5
13	For the initial user and administrator on-site training	Per training session	1	$ _____	$ _____	$ _____	$ _____	$ _____
14	For ongoing user and administrator on-site training	Per session	1	$ _____	$ _____	$ _____	$ _____	$ _____
15	For ongoing user and administrator online training	Per session /per course	1	$ _____	$ _____	$ _____	$ _____	$ _____
16	For extended technical support during weekend (Saturday – Sunday, 7:30 AM – 4:30 PM, Eastern Standard Time).	Per Year	1	$ _____	$ _____	$ _____	$ _____	$ _____
17	For extended technical support 24/7	Per Year	1	$ _____	$ _____	$ _____	$ _____	$ _____

Firm Annual Rates after Year 5 (Option Years 1 to 10)

If Canada exercises additional option years after Year 5, the Contractor must continue to provide optional Subscription services and other goods or services in accordance with the terms and conditions of this Contract. Firm Annual rates will be negotiated prior to Canada exercising the one (1) year option. The Contractor agrees that the Firm Annual rates will not exceed the lowest rates charged to any of its customers in Canada for like quality and quantity of services. Firm Annual rates shall not exceed an increase of 5% per year.

Table C - Professional Services to be ordered by Task Authorization

1. For 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 below, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

2. For purpose of financial evaluation, the per diem rate will be multiplied by 5 days for each Fiscal Year.

   For the purpose of Financial Evaluation, the additional option years will be calculated at an increase of 5% per year, including the 5 days per year.

3. 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 Year 1	Firm per-diem rate for Year 2	Firm per-diem rate for Year 3	Firm per-diem rate for Year 4	Firm per-diem rate for Year 5
01	For all Professional Services requested by Canada as stated in the SOR, in accordance with an approved Task Authorization (TA). Including but not limited to: - Advisor - Application/Software Architect - Programmer/Software Developer - Instructor						
	PROFESSIONAL SERVICE CATEGORIES						
A	Advisor - Senior	Per diem	$_____/day	$ _____/day	$ _____/day	$ _____/day	$ _____/day
B	Application/Software Architect - Senior	Per diem	$_____/day	$ _____/day	$ _____/day	$ _____/day	$ _____/day

Item No.	Resource Description	Unit of Issue	Firm per-diem rate for Year 1	Firm per-diem rate for Year 2	Firm per-diem rate for Year 3	Firm per-diem rate for Year 4	Firm per-diem rate for Year 5
C	Programmer/Software Developer - Senior - Intermediate	Per diem	$ _____/day $_____/day	$ _____/day $_____/day	$ _____/day $_____/day	$ _____/day $_____/day	$ _____/day $_____/day
D	Instructor - Intermediate	Per diem	$ _____/day	$ _____/day	$ _____/day	$ _____/day	$ _____/day

Per Diem Rates After Year 5 (Option Years 1 to 10):
If Canada exercises additional option years after Year 5, 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 one (1) year 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.

Table D - Additional Cost Information

[**Note to Bidder:** The following price information is requested for information only. These line items and the associated pricing **will not be** used as part of the Financial Evaluation. The Bidder may provide additional items for consideration.

Item No.	Item Description	Unit of Issue	Qty	Firm annual price for Year 1	Firm annual price for Year 2	Firm annual price for Year 3	Firm annual price for Year 4	Firm annual price for Year 5
01	Other products that may be of interest to the Library and Archives			$ _____	$ _____	$ _____	$ _____	$ _____
02	Specify any additional costs (software, services) needed to support the additional products.			$ _____	$ _____	$ _____	$ _____	$ _____

Firm Annual Rates after Year 5 (Option Years 1 to 10)

If Canada exercises additional option years after Year 5, the Contractor must continue to provide optional Subscription services and other goods or services in accordance with the terms and conditions of this Contract. Firm Unit or Lot rates will be negotiated prior to Canada exercising the one (1) year option. The Contractor agrees that the Firm Unit or Lot rates will not exceed the lowest rates charged to any of its customers in Canada for like quality and quantity of services. Firm Annual rates shall not exceed an increase of 5% per year.

PART 7

ANNEX C

DELIVERY/MILESTONE SCHEDULE

[**Note to Bidder**: The following is a Draft Delivery/Milestone Schedule for the anticipated deliverables/services. This delivery/milestone schedule will be edited/changed/augmented based upon the Bidder's proposed delivery schedule. Bidders are to submit a complete delivery/milestone schedule with their bid.

Delivery/Milestone Schedule of Deliverables/Services

Item	Description	Requested Delivery Date	Bidder's Proposed Delivery Date
01	License for Subscription Services	Immediately following Contract Award	
02	Finalization of Draft Implementation Plan	Within 10 Working Days following Contract Award	
03	Provision of Privacy Management Plan and Privacy Breach Protocol	Within Three Months following Contract Award	
04	Completion of implementation, and System Acceptance Test, including Connectivity Testing.	Three Months following Contract Award	
05	Completion of Initial Training.	Within Three Months following Contract Award	
06	Go-Live Date, and start of the Hosting Services.	Within 30 days following System Acceptance	

PART 7

ANNEX D

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: Signature: _____ Date: _____

Responsibility Centre: _____		
8.0 AUTHORIZED SIGNING AUTHORITY		
PWGSC Contracting Authority: _____	Signature: _____	Date:_____
10.0 CONTRACTOR SIGNING AUTHORITY		
[ ] The Contractor does not accept the Task Authorization: [X] The Contractor hereby accepts the Task Authorization:		
Name and Title of Contractor Authorized Personnel to sign on behalf of the Contractor:		Date:

PART 7

ANNEX E

SECURITY REQUIREMENTS CHECK LIST (SRCL)

See Attached SRCL at end of document.

PART 3

ATTACHMENT 3.1

BID SUBMISSION FORM

BID SUBMISSION FORM	
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".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes _____ No _____ If Yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification". Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes _____ No _____ If Yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification".

Federal Contractors Program for Employment Equity (FCP EE) Certification: 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: (a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or (b) submit a valid Certificate number confirming its adherence to the FCP-EE. 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. For joint ventures, be sure to provide this information for each of the members of the joint venture.	On behalf of the bidder, by signing below, I also confirm that the bidder [*check the box that applies*]: ( ) 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; ( ) is not subject to FCP-EE, because it is a regulated employer under the *Employment Equity Act*; ( ) 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 ( ) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).
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.]	
Security Clearance Level of Bidder [Include both the level and the date it was granted.] **[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.]**	

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:

a) The Bidder considers itself and its products are able to meet all the mandatory requirements described in the bid solicitation;
b) This bid is valid for the period requested in the bid solicitation;
c) All the information provided in the bid is complete, true and accurate; and
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.

Signature of Authorized Representative of Bidder	

PART 4

ATTACHMENT 4.1

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 provided in PDF Format. This Attachment 4.1, Mandatory and Rated Requirements, Bidder Response Form, in Word Format, 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 bid.

PART 4

ATTACHMENT 4.2

REFERENCE CHECK
(VALIDATION OF MANDATORY AND RATED REQUIREMENTS)

LIBRARY AND ARCHIVES CANADA
DIGITAL ASSET MANAGEMENT SYSTEM (DAMS)

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

1. What products related to digital asset management, library or archival cataloguing, and digital preservation have you purchased and installed. When were the systems installed? What systems did you migrate from? [For information only]

2. What is the size of the collection you are currently managing with this software?

3. Have you implemented an automated metadata synchronization with your external library or archival catalogue system? Are you satisfied with its operation?

4. How satisfied is staff with the product for their daily work?

5. Customization -- How much effort and technical expertise is required on the part of your institution to customize and bring forward customization into new versions? Was this process adequately explained by the vendor, and adequate training given?

6. Training – was the training sufficient and satisfactory?

7. System performance and security – Are you running the system in-house or hosted by a provider? How well is this working? Has the system been reliable and consistently available, i.e. 98% +

8. Technical Support – has technical support been satisfactory, both during installation and ongoing?

9. Development strategy and future direction – In your experience, has the vendor been active and progressive in researching and developing new functionality, adapting to new technologies and standards to keep their products up to date?

10. How accurate were the vendor's projected costs at the Bid Solicitation stage vs. the actual costs? Were there any unanticipated additional costs? [For information purposes only]

11. Is there any functionality that you feel is not being addressed fully at the present moment.

12. What is your overall level of satisfaction with the system?

PART 4

ATTACHMENT 4.3

ON-SITE DEMONSTRATION / CLARIFICATION MEETING

LIBRARY AND ARCHIVES CANADA
DIGITAL ASSET MANAGEMENT SYSTEM (DAMS)

This Attachment lists the areas that will be addressed during the On-Site Demonstration / Clarification Meeting. Bidders will be asked to demonstrate an overview of the functions in each section, addressing the following specifics:

	Demonstration Requirements
1	The Bidder must demonstrate the automated ingest of a multi-level directory containing files and associated metadata.
2	The Bidder must demonstrate the rendering of commonly used content such as MS Office (Word, Excel and PowerPoint), PDF, and media files (.jpg, .tiff, mp4, mp3).
3	The Bidder must demonstrate how the navigation and arrangement of digital collections is performed within their system.
4	The Bidder must demonstrate the viewing and editing of metadata for a digital object.
5	The Bidder must demonstrate the search capabilities of their system.
6	The Bidder must demonstrate the bulk deletion of a set of digital objects.
7	The Bidder must demonstrate how a metadata schema can be configured within their system.
8	The Bidder must demonstrate an example of how their system can synchronize with an external library or archival descriptive system.
9	The Bidder must demonstrate the functionality available in the system's file format registry and the capability to add a custom file format to their file format registry.
10	The Bidder must demonstrate the creation of a new manifestation for all files of a given file format.
11	The Bidder must demonstrate how the access permission of a digital object can be controlled.
12	The Bidder must demonstrate the reporting capabilities of their system by generating a report on the collection.
13	The Bidder must demonstrate the export mechanism used in the exit strategy.

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 it is 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*]

_____

Signature of authorized signatory of Software Publisher

_____

Print Name and Title of the authorized signatory of Software Publisher

_____

Date

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 _____

PART 5

ATTACHMENT 5.3

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) – Labour's website.

Date:_____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

( ) A1. The Bidder certifies having no work force in Canada.

( ) A2. The Bidder certifies being a public sector employer.

( ) A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.

( ) A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

( ) A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

( ) A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

( ) B1. The Bidder is not a Joint Venture.

OR

( ) B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).

PART 4
ATTACHMENT 4.1

STATEMENT OF MANDATORY AND RATED TECHNICAL 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 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.

1. EVALUATION TABLES

1.1 The evaluation tables included in this attachment list most of the Mandatory requirements and all of the Rated requirements of this solicitation. These tables have been created primarily to ensure a uniform response format from Bidders.

1.2 The tables were created by grouping similar Mandatory and similar Rated requirements together. The tables included in this Annex are as follows:

Table A – Mandatory Requirements

Table B - Rated Requirements – Written Proposal

2. MANDATORY REQUIREMENTS

2.1 Bidders are cautioned that Table A - Mandatory Requirements, does not include all the Mandatory requirements of this solicitation. This solicitation contains other Mandatory requirements dealing with, the submission, format and content of proposals, including the Mandatory submission of certifications and Mandatory requirements for the submission of the cost proposal. It is the Bidder's sole responsibility to read the entire solicitation to ensure that it complies with all Mandatory requirements of this solicitation.

2.2 Bidders must complete and submit with their Technical / Management proposal Table A - Mandatory requirements. The format of the table should be similar to the format shown herein.

2.3 In the column titled "Bidder Compliance" the Bidder must provide a clear statement of the Bidder's compliance with the Mandatory requirement. This statement must consist of one of the following two responses:

COMPLY	where the proposal complies with an article in all respects.
DO NOT COMPLY	where the proposal does not comply with the article in all respects.

Use of terms such as "comply with the following changes", "understood", "as per Supplier Agreement", or the like will be considered DO NOT COMPLY and will be considered non-responsive. Some articles in this solicitation may contain more than one Mandatory requirement. Bidders must only use the term 'COMPLY' when they comply with all requirements contained in the article. Partial compliance, for Mandatory requirements will be deemed to be 'DO NOT COMPLY'.

2.4 Substantiation of Compliance to Mandatory Requirements: Bidders must provide substantiation of compliance for each Mandatory requirement where a "Yes" is indicated in the column titled "Substantiation Required". Where substantiation is required, Bidders must provide a narrative (or a reference to a narrative) in the column titled "Bidder Substantiation" providing sufficient product description, service description, and/or other information as necessary to substantiate, to the sole satisfaction of the Government evaluators, that the offer meets the Mandatory requirement. If there is insufficient space in the table, Bidders may simply reference the substantiating documentation included in other sections of their proposal. Where it is necessary to refer to other documentation Bidders should include in the table the precise location of the reference material including the page and paragraph numbers as required. Bidders are cautioned that a simple restatement that the Bidder complies with the requirement will not be considered substantiation.

3. RATED REQUIREMENTS

3.1 Table B - Rated Requirements (Written Portion) lists the Rated requirements of this solicitation. Only those Bidders who have achieved the sixty (60%) percent pass for the Written Portion of their technical proposal will be invited to participate in the On-Site Demonstration / Clarification Meeting.

3.2 Bidders must complete and submit with their proposal Table B – Rated Requirements – Written Proposal. The format of the table should be similar to the format herein.

3.3 In the column titled “Bidder Response” the Bidder must indicate whether a function is *Available (A) or Not Available (NA).* A response of “Available” means that the function is available in a released version of the software, at the time of bid closing; “Available” is not acceptable for software that is in testing. A response of “Not Available” means that the function is not available at the time of bid closing. For multi-point questions, respond to all points and specify exceptions. If required, include substantiation or any additional relevant points.

Example of Response:

Available: The proposed system supports XYZ (if substantiation required, provide brief description that substantiates how and to what degree the function supports the requirement; the Bidder should state exceptions or qualifying information, e.g. “the proposed system meets all of the requirement except x”). See additional supporting information in referenced notes section (if longer response is necessary or useful). Note: If the requirement states “Describe”, a detailed description is required; screen capture optional.

Not Available

3.4 Substantiation for Rated Requirements: In addition to the response required in 3.3 above, Bidders should provide substantiation for each Rated requirement where a "Yes" is indicated in the column titled "Substantiation Required". Bidders should provide a narrative (or a reference to a narrative) in the column titled "Bidder Substantiation" providing sufficient product description, service description, and/or other information as necessary to substantiate that the offer meets or to what degree it meets the Rated requirement. If there is insufficient space in the table, Bidders may simply reference the substantiating documentation included in other sections of their proposal. Where it is necessary to refer to other documentation Bidders should include in the table the precise location of the reference material including the page and paragraph numbers as required. Bidders are cautioned that a simply restatement of the Rated requirement will not be considered substantiation.

3.5 Scoring of Individual Rated Requirement

3.5.1 **Scoring of rated requirements**

3.5.1.1 Each rated factor in Table B is given a weighted score based on importance to Library and Archives Canada. This score can be found in the column designated as "Weighted Score". These weighted scores will be multiplied by the scores provided within each Item in Table B to generate your total score for each rated factor.

Example: R1 has a weighted score of 10 points as per Table B. Highest score available for R1 is 2. Highest Total Score obtainable would be 20 points based on a calculation of 10 points (weighted) times 2 points (score).

3.5.2 **Evaluation Scoring:**

3.5.2.1 Mandatory requirements will be assessed on a pass/fail basis and do not appear in the chart referenced below.

3.5.2.2 Only those Bidders who have achieved the sixty (60%) percent pass in Table B will be invited to participate in the On-Site Demonstration / Clarification Meeting.

Section	**Description**	**Total Weight per Sub-Section**	**Maximum score points per sub-section**	**Total Pass mark per section 5 (60%)**
4.1	Ingest		50	N/A
4.2	Digital Collection Management		35	N/A
4.3	Administration		70	N/A
4.4	Preservation Planning		20	N/A
4.6	Reporting		10	N/A
4.8	IT Infrastructure		10	N/A
4.9	Product Roadmap and Releases		15	N/A
4.11	General		10	N/A
Total Points Per Section 4			**220**	**132**

3.5.3 **Mandatory/Rated Requirements**

The following is a brief description of each column in the check sheets, containing instructions on how the bidder shall complete the sheets, and information on how the Crown will be interpreting bidder responses:

3.5.3.1 **Requirements Criteria**

Contains keywords or phrases from the criteria in the Crown's Statement of Requirements (Annex A) document that must be met by the bidder in order to be considered further for mandatory listed requirements.

The keywords/phrases are merely for ease of reference of the document and are not necessarily meant as stated in this column. The bidder shall refer to the Crown's Statement of Requirements for clarification and literal meaning of any item.

TABLE A – Mandatory Requirements

Mandatory Check Column - Meets COMPLY/DO NOT COMPLY

The bidder shall enter a COMPLY or DO NOT COMPLY in this column indicating the following:

a) If the bidder enters 'COMPLY' in this column, it will be interpreted by the Crown to mean 'Yes' the bidder meets the specified criterion (with acceptable Bidder Substantiation).

b) If the bidder enters 'DO NOT COMPLY' in this column, it will be interpreted by the Crown to mean 'No' the bidder does not meet the specified criterion.

Note: If 'DO NOT COMPLY' is entered in the Mandatory Requirements section of the Table A, the bidder will not be considered any further.

TABLE B – Rated Requirements (Written Portion)

Rated Check Column – Available (A) or Not Available (NA)

The bidder shall enter an A or a NA in this column indicating the following:

a) If the bidder enters a 'A' in this column, it will be interpreted by the Crown to mean that the bidder meets the specified rated criterion and will be awarded points as detailed in Section 3.5.1.1.

3.5.3.2 **Notes and Reference**

The bidder shall reference their proposed technical papers complete with page numbers, titles and paragraphs if necessary, for the Crown to refer to during the evaluation process.

3.5.3.3 **Mandatory and Rated Requirements**

The following tables contains both Mandatory and Rated criteria that the bidder shall fill in according to the instructions above and shall submit as part of the bidder's proposal for consideration by the Crown:

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.

TABLE A – MANDATORY REQUIREMENTS

ITEM NO	SOR Ref.	REQUIREMENT	BIDDER COMPLIANCE Comply/Do Not Comply	SUBSTANTIATION REQUIRED YES/NO	BIDDER SUBSTANTIATION Substantiating Documentation
	4	**Mandatory Requirements**			
	4.1	**Ingest**			
M1	**4.1.1**	**(M)** The system must allow the ingest processes to be initiated manually as well as automatically as soon as a file transfer to the system is completed.		**YES**	
M2	**4.1.3**	**(M)** The system must be capable of ingesting all file formats identified in LAC's Guidelines on File Formats for Transferring IREV. http://www.bac-lac.gc.ca/eng/services/government-information-resources/guidelines/Pages/guidelines-file-formats-transferring-information-resources-enduring-value.aspx		**YES**	
M3	**4.1.6**	**(M)** The system must automatically perform the following at the time of ingest. • Virus checking • Checksum verification • Characterisation • Checking metadata schema compliance • Assign a unique identifier to each digital object		**YES**	

M4	**4.1.8**	**(M)** The system must provide the ability to bulk ingest files and folder hierarchies with the corresponding metadata including item level descriptions. It must retain the original folder hierarchies if required.		**YES**	
	4.2	**Digital Collection Management**			
M5	**4.2.1**	**(M)** The system must allow users to navigate and arrange a hierarchy of collections and digital objects within a graphical user interface.		**YES**	
M6	**4.2.5**	**(M)** The system must provide the capability to rearrange digital collections to accommodate the following business scenarios: • serial title changes, cessations, or merges. • changes to government fonds as a result of organizational changes.		**YES**	
M7	**4.2.6**	**(M)** The system must provide the ability to search digital objects based on the metadata.		**YES**	
	4.3	**Administration**			
M8	**4.3.1**	**(M)** The system must maintain a history of each digital object. The history must be viewable using a graphical user interface.		**YES**	
M9	**4.3.3**	**(M)** The system must provide a registry of file format information that includes a complete list of file formats, information about each format, a list of the software that can read and write each format, and known migration pathways for each format.		**YES**	
M10	**4.3.5**	**(M)** The system must provide the ability for users to add new custom formats to the file format registry.		**YES**	
M11	**4.3.7**	**(M)** The system must support any international standard and custom XML metadata schema (descriptive, preservation, technical and administrative).		**YES**	

M12	**4.3.8**	**(M)** The system must support an implementation of Unicode to allow the ingest and editing of metadata with diacritics and special characters to support multiple languages.		**YES**	
M13	**4.3.9**	**(M)** The system must provide the ability to connect to multiple geographically dispersed storage locations.		**YES**	
M14	**4.3.11**	**(M)** The system must provide the ability to store multiple copies of a digital object based on automated storage rules.		**YES**	
M15	**4.3.12**	**(M)** The system must provide the ability to create, update, and revoke user accounts.		**YES**	
M16	**4.3.13**	**(M)** The system must provide the ability to define, update, and delete roles as well as assign users to one or more roles within the system.		**YES**	
M17	**4.3.14**	**(M)** The system must provide the ability to define fine grained access control. The actions must include: • View metadata • Capable of displaying all or selected metadata for public access but not necessarily the associated digital object. • View and download digital objects • Ingest files and metadata • Create collections • Edit metadata • Move digital objects between collections • Hard and soft delete of collections and digital objects		**YES**	
M18	**4.3.16**	**(M)** The system must provide the ability to perform large-scale concurrent processing related to ingest, format migration, deletion, and export of digital objects.		**YES**	

M19	**4.3.18**	**(M)** The system must provide the statuses of processing activities. This includes the ability to identify and display running, failed, and completed processes.		**YES**	
M20	**4.3.19**	**(M)** The system must provide user interfaces in both official languages of Canada.		**YES**	
	4.4	**Preservation Planning**			
M21	**4.4.1**	**(M)** The system must provide the ability to scan the collections and identify files targeted for format migration based on a user specified list of obsolete file formats.		**YES**	
M22	**4.4.3**	**(M)** The system must provide the user with the option to migrate specific file formats for all or selected collections of digital objects.		**YES**	
M23	**4.4.4**	**(M)** The system must provide the ability to create a new manifestation of a file at the time of ingest or subsequently within the digital repository for Dissemination and Digital Preservation purposes. Both the new and original formats must be retained and linked.		**YES**	
M24	**4.4.5**	**(M)** The system must provide the ability to perform regular checks to verify the integrity of digital objects in the collections.		**YES**	
M25	**4.4.6**	**(M)** The system must provide the option for automatic “self-healing” capability and error notification to designated users in case of file or disk corruption.		**YES**	
	4.5	**Interoperability**			
M26	**4.5.1**	**(M)** The system must provide a software framework for developers to implement automated metadata		**YES**	

		synchronization with external library and archival catalogue systems.			
M27	**4.5.2**	**(M)** The system must provide protocols and APIs to allow developers to access the content and metadata in the DAMS using the following • CMIS • OAI-PMH • REST • SOAP		**YES**	
	4.6	**Reporting**			
M28	**4.6.1**	**(M)** The system must provide the ability for users to create their own custom reports that can be used within the system. Some of the key reports are: • Metrics of processing rate by time. • Statistics about LAC's collections, file formats, and usage. • Reports on preservation activities.		**YES**	
	4.7	**IT Standards**			
M29	**4.7.1**	**(M)** The system must be compatible with currently supported Microsoft Internet Browsers.		**YES**	
M30	**4.7.2**	**(M)** The Contractor and the infrastructure provider must be certified against Information Security Management (ISO 27001: 2013).		**YES**	
	4.8	**IT Infrastructure**			
M31	**4.8.1**	**(M)** The system must support scaling to the multi-petabyte range to accommodate any future growth of the collection. The Contractor must provide a detailed description of a successful implementation of their system in the multi-petabyte range.		**YES**	

M32	**4.8.2**	**(M)** The system functionality must be offered as a Software as a Service (SaaS) solution.		**YES**	
M33	**4.8.3**	**(M)** The Contractor must provide a tiered storage plan for the purposes of access and digital preservation with options to add or decrease storage as required. (**Note to Bidder:** The Bidder shall provide the annual base pricing starting at 1 terabyte along with the cost of each additional terabyte for each storage tier offered. This pricing breakdown is to appear in the Financial Proposal Only.)		**YES**	
M34	**4.8.4**	**(M)** The Contractor must provide a scalable secure hosted service along with online storage where it must be possible for authorized users to install software for managed file transfer from external donors/producers/publishers/LAC staff and pre-ingest file processing. This environment must be hosted with the same infrastructure provider in the same region as the DAMS. (**Note to Bidder:** The Bidder shall provide the annual pricing for such a service along with online storage starting at 1 terabyte and the cost of each additional terabyte. This pricing breakdown is to appear in the Financial Proposal Only.)		**YES**	
M35	**4.8.5**	**(M)** The Contractor must provide dedicated network connections (up to 10 Gb/s) to transfer and ingest large volumes of digitized files. (**Note to Bidder:** The Bidder shall provide base annual/per use pricing for these services. This pricing breakdown is to appear in the Financial Proposal Only.)		**YES**	
M36	**4.8.7**	**(M)** The system functionality must also be available as an on-premise solution option to manage specific digital collections.		**YES**	

M37	**4.8.8**	**(M)** The Contractor must provide the capability to test configuration settings and prototype new features without impacting existing collections.		**YES**	
M38	**4.8.9**	**(M)** The content and all associated metadata managed by the system must reside within Canada.		**YES**	
M39	**4.8.10**	**(M)** The Contractor must provide a Draft Acceptance Test Plan related to the installation and deployment of their system with their bid. 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: • verification of functionality based on the resulting Contract and the Contractor's documentation and response to the Bid Solicitation;; • test ingest packages and subsequent test ingest packages as necessary for LAC verification and acceptance based on the agreed specifications; • evaluation of adequate response time; and • testing from LAC's operational environment.		**YES**	
M40	**4.8.11**	**(M)** The Contractor must provide a draft Implementation Plan with their bid. The Draft Implementation Plan must include an executive summary of the work plan and at a minimum, address the following key activities: estimated dates for installation, acceptance testing, security, privacy, and training.		**YES**	
	4.10	**Exit Strategy**			
M41	**4.10.1**	**(M)** The Contractor must provide a documented exit strategy process for the solution.		**YES**	
	4.11	**General**			

M42	**4.11.2**	**(M)** The Contractor must provide at least three (3) references for the proposed system. The references will be contacted and asked the questions in Part 4 Attachment 4.2. The references must be for libraries, museums, archives, or heritage institutions. Include organization name, contact name, phone number and email address.		**YES**	

TABLE B – RATED REQUIREMENTS – WRITTEN PROPOSAL

ITEM NO	SOR Ref	REQUIREMENT	BIDDER RESPONSE A / NA	SUBSTANTIATION REQUIRED Yes / No	BIDDER SUBSTANTIATION Substantiating Information	Weighted Score by Importance to LAC	MAXIMUM SCORE Total Possible
	4	**Rated Requirements**					
	4.1	**Ingest**					
R1	**4.1.2**	**(R)** The Contractor should describe the automated file transfer and ingest into their system. **Criteria:** 0 – Provides limited or no capability for automated file transfer and ingest. 1 – Can be configured to provide automated file transfer and ingest capability into the system through scripts and/or software coding. In the following manner: a. The system can use multiple watch folders where donor/producer/publisher files can be received using different protocols (SFTP, HTTPS, etc.); and b. Automatic transfer and ingest of digital files can be targeted to specific collections in the system. 2 –Can be configured to provide fully automated file transfer and ingest capability into the system with no scripts and/or software coding or manual intervention. In the following manner: a. The system can use multiple watch folders where donor/producer/publisher files can be received using different protocols (SFTP, HTTPS, etc.); and		**YES**		**10**	20

ITEM NO	SOR Ref	REQUIREMENT	BIDDER RESPONSE A / NA	SUBSTANTIATION REQUIRED Yes / No	BIDDER SUBSTANTIATION Substantiating Information	Weighted Score by Importance to LAC	MAXIMUM SCORE Total Possible
		b. automatic transfer and ingest of digital files can be targeted to specific collections in the system using built-in software.					
R2	**4.1.4**	**(R)** The system should be capable of characterizing all file formats identified in LAC's Guidelines on File Formats for Transferring IREV. http://www.bac-lac.gc.ca/eng/services/government-information-resources/guidelines/Pages/guidelines-file-formats-transferring-information-resources-enduring-value.aspx **Criteria:** 0 – Some file formats identified in LAC's Guidelines cannot be characterized 1 – All file formats identified in the LAC's Guidelines can be characterized.		**YES**		**10**	10
R3	**4.1.5**	**(R)** The system should support ingest and viewing of the following packages of content from external systems or software tools. • DSpace export • CONTENTdm export • Microsoft Outlook .pst • Google Gmail .mbox • BagIt • WARC and ARC Files • ISO Disk Image Files • HTML Files • METS • Compressed or packed files (.zip, .tar, .tar.gz) **Criteria:** 0 – Few (0 – 4) of the listed packages of content can be ingested and viewed 1 – Some (5 – 9) listed packages of content can be ingested and viewed 2 – Most (10 - 13) listed packages of content can be ingested and viewed		**YES**		**5**	10
R4	**4.1.7**	**(R)** The system should identify duplicate files by verifying the files being ingested against existing collections in the system.		**YES**		**10**	10

ITEM NO	SOR Ref	REQUIREMENT	BIDDER RESPONSE A / NA	SUBSTANTIATION REQUIRED Yes / No	BIDDER SUBSTANTIATION Substantiating Information	Weighted Score by Importance to LAC	MAXIMUM SCORE Total Possible
		Criteria: 0 – No ability to identify duplicate files by verifying the files being ingested against existing collections in the system 1 - Ability to identify duplicate files by verifying the files being ingested against existing collections in the system					
		Sub-Total per Section 4.1					50
	4.2	**Digital Collection Management**					
R5	**4.2.2**	**(R)** The system should be able to render the following content within the web browser without any format specific browser plugins: • PDF Documents • Common MS Office files (Word, Excel and PowerPoint) • eBooks (EPUB) • Common image formats (.jpg, .tif, .gif, .png) • Common audio formats (.mp3, .wav) • Common video formats (.mp4, .avi, .mov) • Archived Websites held in ARC and WARC format **Criteria:** 0 – Few (0 – 4) file formats can be rendered 1 – Some (5 – 9) file formats can be rendered 2 – Most (10 - 14) file formats can be rendered		**YES**		**5**	10
R6	**4.2.3**	**(R)** The system should have the ability to define rules to automatically categorize digital objects based on their metadata. These categories can then be used to automatically: • set permissions • filter search • drive processing actions at a later date, including reappraisal and disposal **Criteria:**		**YES**		**5**	5

ITEM NO	SOR Ref	REQUIREMENT	BIDDER RESPONSE A / NA	SUBSTANTIATION REQUIRED Yes / No	BIDDER SUBSTANTIATION Substantiating Information	Weighted Score by Importance to LAC	MAXIMUM SCORE Total Possible
		0 – No ability to define rules to automatically categorize digital objects based on their metadata 1 – Ability to define rules to automatically categorize digital objects based on their metadata is provided					
R7	**4.2.4**	**(R)** The system should provide the ability to create, arrange, and display a selection of digital objects belonging to various digital collections as a virtual collection. The link to the original digital object is maintained even when that object is re-arranged. **Criteria:** 0 – No ability to create a virtual collection 1 – The ability to create, arrange, and display a selection of digital objects belonging to various digital collections as a virtual collection is provided		**YES**		**5**	5
R8	**4.2.7**	**(R)** The system should provide the ability to filter searches for digital objects based on the associated metadata. **Criteria:** 0 – No ability to filter searches based on associated metadata 1 – The ability to filter searches based on associated metadata		**YES**		**5**	5
R9	**4.2.8**	**(R)** The system should provide the ability to perform full text search on textual digital objects. **Criteria:** 0 – No ability to perform full text search on textual digital objects 1 – The ability to perform full text search on textual digital objects is provided		**YES**		**5**	5
R10	**4.2.9**	**(R)** The system should provide the capability to create and render OCR manifestations of digitized printed material. The resulting OCR manifestation should be full text searchable. **Criteria:** 0 – No capability to create, search, and render OCR manifestations of digitized printed material.		**YES**		**5**	5

ITEM NO	SOR Ref	REQUIREMENT	BIDDER RESPONSE A / NA	SUBSTANTIATION REQUIRED Yes / No	BIDDER SUBSTANTIATION Substantiating Information	Weighted Score by Importance to LAC	MAXIMUM SCORE Total Possible
		1 – Capability to create, search, and render full-text searchable OCR manifestations of digitized printed material is provided.					
		Sub-Total per Section 4.2					35
	4.3	**Administration**					
R11	**4.3.2**	**(R)** The system should provide the capability to notify designated users such as when actions are required, processing is complete, or in the case of errors during ingest, file migration, or other activities. **Criteria:** 0 – No notification capability related to processing activities. 1 – Notification capability related to processing activities is provided.		**YES**		**5**	5
R12	**4.3.4**	**(R)** The system's format registry should be based on the The National Archives' PRONOM registry. Changes to the PRONOM registry should also be updated in the system's registry. **Criteria:** 0 – The format registry is not based on the U.K. Archives' PRONOM registry. 1 – The format registry is based on the U.K. Archives' PRONOM registry. Changes to the PRONOM registry are also updated in the system's registry. 2 – The format registry is based on the U.K. Archives' PRONOM registry but also contains information about additional file formats created by the Contractor. Changes to the PRONOM registry are updated in the system's registry.		**YES**		**5**	10
R13	**4.3.6**	**(R)** The system should have built-in transcoding capabilities and/or integration with external transcoding engines or services for AV Material. **Criteria:** 0 – No built-in transcoding capabilities and/or integration with external transcoding engines or services		**YES**		**10**	10

ITEM NO	SOR Ref	REQUIREMENT	BIDDER RESPONSE A / NA	SUBSTANTIATION REQUIRED Yes / No	BIDDER SUBSTANTIATION Substantiating Information	Weighted Score by Importance to LAC	MAXIMUM SCORE Total Possible
		1 – Built-in transcoding capabilities and/or integration with external transcoding engines or services provided					
R14	**4.3.10**	**(R)** The system should provide the ability to integrate with multiple storage vendor environments including cloud storage by providing built-in storage connectors and providing an API for developers to implement custom storage connectors. Criteria: 0 – Does not integrate with multiple storage vendor environments including cloud storage 1 – Integrates with multiple storage vendor environments including cloud storage 2 - Integrates with multiple storage vendor environments including cloud storage and provides an API for developers to implement custom storage connectors.		**YES**		**10**	20
R15	**4.3.15**	**(R)** The system should provide access restrictions rules by donor/publisher/producer, date or other criteria for collections content. This includes: • Ability to define an embargo period after which specific collections or digital objects automatically become open. • Ability to provide temporary online access to a restricted access item for a specific user. • Ability to automatically restrict access to material provided by a given donor/publisher/producer. **Criteria:** 0 – No access restrictions rules by donor, date, or other criteria for collections content 1 – Access restrictions rules by donor, date, or other criteria for collections content is provided		**YES**		**5**	5
R16	**4.3.17**	**(R)** The Contractor should describe the concurrent processing capabilities within their system. **Criteria** **0** – Limited or no concurrent processing capability. It is not possible to schedule multiple tasks to specific times.		**YES**		**10**	20

ITEM NO	SOR Ref	REQUIREMENT	BIDDER RESPONSE A / NA	SUBSTANTIATION REQUIRED Yes / No	BIDDER SUBSTANTIATION Substantiating Information	Weighted Score by Importance to LAC	MAXIMUM SCORE Total Possible
		1 – Concurrent processing can configured only through scripts and/or software coding. It is possible to schedule multiple tasks to specific times. **2** – Concurrent processing can be configured through a graphical user interface using pre-built functionality. It is possible to schedule multiple tasks to specific times.					
		Sub-Total per Section 4.3					70
	4.4	**Preservation Planning**					
R17	**4.4.2**	**(R)** The system should provide an extensive range of migration pathways for Dissemination and Digital Preservation purposes. **Criteria:** 0 – ≤ 99 migration pathways 1 – 100 – 299 migration pathways 2 – ≥ 300 migration pathways		**YES**		**10**	20
		Sub-Total per Section 4.4					20
	4.6	**Reporting**					
R18	**4.6.2**	**(R)** The system should provide a personalized dashboard to view reports. **Criteria:** 0 – No personalized dashboard provided to view reports 1 – Personalized dashboard provided to view reports		**YES**		**5**	5
R19	**4.6.3**	**(R)** The system should provide a .pdf version of reports for downloading and printing purposes. **Criteria:** 0 – No .pdf version of reports for downloading and printing purposes. 1 – A .pdf version of reports for downloading and printing purposes is provided		**YES**		**5**	5
		Sub-Total per Section 4.6					10

ITEM NO	SOR Ref	REQUIREMENT	BIDDER RESPONSE A / NA	SUBSTANTIATION REQUIRED Yes / No	BIDDER SUBSTANTIATION Substantiating Information	Weighted Score by Importance to LAC	MAXIMUM SCORE Total Possible
	4.8	**IT Infrastructure**					
R20	**4.8.6**	**(R)** The Contractor should provide portable encrypted storage appliances to transfer and ingest large volumes of digitized files. (**Note to Bidder:** The Bidder shall provide base annual/per use pricing for these services. This pricing breakdown is to appear in the Financial Proposal Only.) **Criteria:** 0 – No portable encrypted storage appliances option to transfer and ingest large volumes of files provided 1 – Portable encrypted storage appliances option to transfer and ingest large volumes of files provided		**YES**		**10**	10
		Sub-Total per Section 4.8					10
	4.9	**Product Roadmap and Releases**					
R21	**4.9.1**	**(R)** Based on previous product releases, the Contractor should demonstrate a commitment to continued product investment by having at least two substantive product releases per year. **Criteria:** 0 – Less than two substantive product releases per year 1 – Two or more substantive product releases per year		**YES**		**5**	5
R22	**4.9.2**	**(R)** The Contractor should demonstrate the availability of a product roadmap. **Criteria:** 0 – No product roadmap available 1 – Substantiation provided to demonstrate that a product roadmap is available		**YES**		**5**	5

ITEM NO	SOR Ref	REQUIREMENT	BIDDER RESPONSE A / NA	SUBSTANTIATION REQUIRED Yes / No	BIDDER SUBSTANTIATION Substantiating Information	Weighted Score by Importance to LAC	MAXIMUM SCORE Total Possible
R23	**4.9.3**	**(R)** The Contractor should demonstrate a process that defines how the user community can propose enhancements and new features and how and when product features are decided, prioritized, developed and released. **Criteria:** 0 – No process exists 1 – Substantiation provided to demonstrate that a process exists		**YES**		**5**	5
		Sub-Total per Section 4.9					15
	4.11	**General**					
R24	**4.11.1**	**(R)** The system should have been deployed in libraries or archive institutions and the Contractor should describe how their system was successfully implemented. **Criteria:** 0 – Substantiation or details provided are not related to a successful deployment in an archival and library institutions 1 – Substantiation provided to demonstrate that the system was successfully deployed at up to four archival or library institutions 2 – Substantiation provided to demonstrate that the system was successfully deployed at five or more archival or library institutions		**YES**		**5**	10
		Sub-Total per Section 4.11					10

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Contract Number / Numéro du contrat
5Z011-17-0118
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine: Library and Archives Canada	2. Branch or Directorate / Direction générale ou Direction: ICIOB
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail

The Digital Asset Management System Software as a Service.

5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	✓ No Non	☐ Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	✓ No Non	☐ Yes Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	☐ No Non	✓ Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	✓ No Non	☐ Yes Oui
6. c) Is this a commercial courier or delivery requirement with **no** overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale **sans** entreposage de nuit?	✓ No Non	☐ Yes Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada ✓	NATO / OTAN ☐	Foreign / Étranger ☐

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion ✓	All NATO countries Tous les pays de l'OTAN ☐	No release restrictions Aucune restriction relative à la diffusion ☐
Not releasable À ne pas diffuser ☐		
Restricted to: / Limité à : ☐	Restricted to: / Limité à : ☐	Restricted to: / Limité à : ☐
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :

7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A ☐	NATO UNCLASSIFIED NATO NON CLASSIFIÉ ☐	PROTECTED A PROTÉGÉ A ☐
PROTECTED B PROTÉGÉ B ✓	NATO RESTRICTED NATO DIFFUSION RESTREINTE ☐	PROTECTED B PROTÉGÉ B ☐
PROTECTED C PROTÉGÉ C ☐	NATO CONFIDENTIAL NATO CONFIDENTIEL ☐	PROTECTED C PROTÉGÉ C ☐
CONFIDENTIAL CONFIDENTIEL ☐	NATO SECRET NATO SECRET ☐	CONFIDENTIAL CONFIDENTIEL ☐
SECRET SECRET ☐	COSMIC TOP SECRET COSMIC TRÈS SECRET ☐	SECRET SECRET ☐
TOP SECRET TRÈS SECRET ☐		TOP SECRET TRÈS SECRET ☐
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) ☐		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) ☐

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PART A *(continued)* / PARTIE A *(suite)*

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? ☑ No / Non ☐ Yes / Oui
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? ☑ No / Non ☐ Yes / Oui
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

☑ RELIABILITY STATUS COTE DE FIABILITÉ	☐ CONFIDENTIAL CONFIDENTIEL	☐ SECRET SECRET	☐ TOP SECRET TRÈS SECRET
☐ TOP SECRET– SIGINT TRÈS SECRET – SIGINT	☐ NATO CONFIDENTIAL NATO CONFIDENTIEL	☐ NATO SECRET NATO SECRET	☐ COSMIC TOP SECRET COSMIC TRÈS SECRET
☐ SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work? ☑ No / Non ☐ Yes / Oui
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

If Yes, will unscreened personnel be escorted? ☑ No / Non ☐ Yes / Oui
Dans l'affirmative, le personnel en question sera-t-il escorté?

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? ☐ No / Non ☑ Yes / Oui
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

11. b) Will the supplier be required to safeguard COMSEC information or assets? ☑ No / Non ☐ Yes / Oui
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? ☑ No / Non ☐ Yes / Oui
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? ☐ No / Non ☑ Yes / Oui
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? ☐ No / Non ☑ Yes / Oui
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
5Z011-17-0118
Security Classification / Classification de sécurité UNCLASSIFIED

PART C - *(continued)* / PARTIE C - *(suite)*

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ A	PROTECTED PROTÉGÉ B	PROTECTED PROTÉGÉ C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information / Assets Renseignements / Biens		✓														
Production																
IT Media / Support TI		✓														
IT Link / Lien électronique		✓														

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☑ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☑ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).